# ABN AMRO BANK N.V.

*(incorporated in The Netherlands with its statutory seat in Amsterdam and registered in the Commercial Register of the Chamber of Commerce under number 34334259)*

## Securities Note

**constituting part of the base prospectus consisting of separate documents in relation to the Issuer's Covered Bond Programme guaranteed as to payments of interest and principal by ABN AMRO COVERED BOND COMPANY B.V.**

*(incorporated in The Netherlands with its statutory seat in Amsterdam and registered in the Commercial Register of the Chamber of Commerce under number 34229351)*

Under this covered bond programme (the "**Programme**"), ABN AMRO Bank N.V. acting through its head office (the "**Issuer**") may from time to time issue bonds with or without an extendable maturity date in global or definitive and in bearer or registered form (the "**Covered Bonds**") denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below), on terms specified in this securities note (the "**Securities Note**") and as further specified in relation to the specific issue of Covered Bonds in the applicable final terms (the "**Final Terms**") which complete this Securities Note.

ABN AMRO Covered Bond Company B.V. (the "**CBC**") will as an independent obligation irrevocably undertake to pay interest and principal payable under the Covered Bonds pursuant to a guarantee issued under the Trust Deed (as defined below) and will pledge to the Trustee the Transferred Assets (as defined below) and certain other assets as security therefor. Recourse against the CBC under its guarantee will be limited to the Transferred Assets and such other assets.

The Covered Bonds may be issued on a continuing basis to purchasers thereof, which may include any Dealer(s) appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. The Dealer(s) who (intend to) subscribe an issue of any Covered Bonds, is or are collectively referred to as the "**relevant Dealer(s)**" in respect of those Covered Bonds.

The minimum denomination of Covered Bonds offered by the Issuer will be (i) such denomination as may be allowed or required from time to time by the relevant central bank or regulatory authority (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (as defined below) and (ii) in respect of Covered Bonds which will be offered to the public within a member state of the European Economic Area or for which the Issuer will seek their admission to trading on a regulated market situated or operating within such a member state, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation (as defined below), €100,000 (or its equivalent in any other currency at the date of issue of the Covered Bonds).

This Securities Note has been drawn up in accordance with Annexes 15, 21 and 28 of the Commission Delegated Regulation (EU) 2019/980. Together with the registration document of the Issuer dated 6 June 2025, as supplemented by the first supplement thereto dated 15 August 2025 and as further supplemented from time to time (the "**Registration Document**"), this Securities Note forms part of the Issuer's base prospectus consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") (the Registration Document, together with this Securities Note, as supplemented from time to time, the "**Base Prospectus**").

This Securities Note has been approved by the Central Bank of Ireland ("**Central Bank**") as competent authority under the Prospectus Regulation. The Central Bank only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and/or the CBC that is the subject of this Securities Note nor as an endorsement of the quality of any Covered Bonds that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the Covered Bonds. The Base Prospectus consisting of separate documents (i.e. this Securities Note and the Registration Document) is valid for 12 months after its date of approval, being the date of approval of this Securities Note by the Central Bank, and shall expire on 15 August 2026. The obligation by the Issuer to supplement the Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid. This Securities Note is issued in replacement of a securities note dated 20 August 2024 in respect of a Covered Bond Programme as subsequently supplemented by the supplement dated 6 June 2025 and, accordingly, supersedes that earlier securities note and base prospectus (as so supplemented).

Application has been made to the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**"), which is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**EU MiFID II**"), for the Covered Bonds to be admitted to the Official List of Euronext Dublin (the "**Official List**") and to trading on its regulated market (the "**Regulated Market**"), during the period of 12 months from the date of this Securities Note (such date, the "**2025 Programme Update**"). The Covered Bonds may be listed on such other or further stock exchange(s) or market as may be agreed between the Issuer, the CBC, the Trustee (as defined under "*Section 1.3 Terms and Conditions of Covered Bonds*" below) and the relevant Dealer(s) and specified in the applicable Final Terms. The Issuer may also issue unlisted and/or privately placed Covered Bonds. References in this Securities Note to Covered Bonds being "listed" (and all related references) shall mean that such Covered Bonds have been admitted to trading and have been listed on Euronext Dublin or such other or further stock exchange(s) or market which may be agreed between the Issuer, the CBC, any Dealer and the Trustee.

Notice of the aggregate nominal amount of the relevant Covered Bonds, interest (if any) payable in respect of such Covered Bonds, the issue price of such Covered Bonds and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Section 1.3 Terms and Conditions of Covered Bonds*" below) of such Covered Bonds will be set out in the Final Terms in the form, or substantially in the form, as set out herein, which, with respect to such Covered Bonds to be listed on Euronext Dublin, will be delivered to Euronext Dublin on or before the date of issue of such Tranche.

The Issuer and the CBC may agree with any Dealer and the Trustee that Covered Bonds may be issued in a form not contemplated by the Terms and Conditions of the Covered Bonds set out herein, in which event a supplement, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Covered Bonds.

The Covered Bonds of each Tranche shall be either in bearer form or in registered form. Bearer Covered Bonds will (unless otherwise specified in the applicable Final Terms) initially be represented by a global Covered Bond. Global Covered Bonds will be deposited on or about the issue date thereof either (i) with a common safekeeper of Euroclear Bank SA/NV as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or with a safekeeper or depositary for any other agreed clearing system or (ii) with Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. ("**Euroclear Netherlands**"). Registered Covered Bonds will be issued to each holder by way of a registered Covered Bonds deed or, in respect of any Series which contains one or more Tranches offered or sold in reliance on Rule 144A, by way of a Registered Global Covered Bond (all as defined herein). See "Section 1.1 *Form of Covered Bonds*" below.

The Covered Bonds are expected on issue to be assigned a 'Aaa' rating by Moody's France S.A.S. ("**Moody's**") and a 'AAA' rating by Fitch Ratings Ireland Limited ("**Fitch**"). A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency (as defined in *Section 2. Asset Backed Guarantee* below). Each of Moody's and Fitch is

established in the European Union and registered under the Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

The Base Prospectus is to be read in conjunction with any supplement hereto, any Final Terms hereto, and with all documents which are incorporated in it by reference in this Securities Note (see "Section D.1 *Incorporation by reference*" below) and/or in the Registration Document (see "Section D.3 *Documents available for inspection*" below). The Base Prospectus shall be read and construed on the basis that such documents are incorporated into, and form part of, the Base Prospectus.

Investing in Covered Bonds issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the CBC to fulfil their respective obligations under the Covered Bonds are discussed under "*Section B. Risk Factors*" below.

| **Arranger** | **Dealer** |
| --- | --- |
| **ABN AMRO** | **ABN AMRO** |

The date of this Securities Note is 15 August 2025.

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## A. KEY FEATURES OF THE PROGRAMME

*The following description of the key features of the Programme does not purport to be complete and is taken from, and is qualified in all respects by, the remainder of this Securities Note and the Registration Document and the information incorporated by reference herein (as defined in Section D.1 Incorporation by Reference below) and, in relation to the terms and conditions of any particular Tranche of Covered Bonds, the applicable Final Terms and, in relation to the terms and conditions of any particular Transaction Document, the applicable Transaction Document.*

*Any decision to invest in the Covered Bonds should be based on a consideration of the Base Prospectus as a whole, including any amendment and supplement hereto and the documents incorporated therein by reference.*

*Words and expressions defined elsewhere in this Securities Note shall have the same meaning in this description. An index of certain defined terms is contained at the end of this Securities Note.*

*The following description of the key features of the Programme is not a summary within the meaning of Article 7 of the Prospectus Regulation.*

### 1. COVERED BONDS

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| **Issuer:** | ABN AMRO Bank N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of The Netherlands, having its statutory seat (*statutaire zetel*) at Amsterdam, The Netherlands and its registered and head office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 34334259, acting through its head office ("**ABN AMRO Bank**"). Further information on the Issuer can be found in the Registration Document. |
| **Legal Entity Identifier (LEI) Number of the Issuer** | The Legal Entity Identifier (LEI) of the Issuer is BFXS5XCH7N0Y05NIXW11. |
| **Website of the Issuer** | www.abnamro.com |
| **Guarantor:** | CBC. See "*Section 2.3CBC*" below. |
| **Legal Entity Identifier (LEI) Number of the CBC** | The Legal Entity Identifier (LEI) of the CBC is 72450022YQ4ENKCL0493. |
| **Risk factors:** | There are certain factors that may affect the Issuer's and/or CBC's ability to fulfil its obligations under Covered Bonds issued under the Programme or the Guarantee, as the case may be. These include the fact that the Issuer's results can be adversely affected by (i) the Issuer's financial situation, (ii) the Issuer's business activities and industry and (iii) legal and regulatory risk. See "*Section B. Risk Factors*" below and the risk factors in the Registration Document.<br><br>There are certain factors which are material for the purpose of assessing the market risks and other risks associated with Covered Bonds issued under the Programme. The following risk factors are set out in Section A (*Risk Factors*) below presented in the following (sub-)categories:<br><br>1. Risk Factors Regarding the Covered Bonds<br>*A. Risks related to the Nature, Structure and Issuance of the Covered Bonds*<br>*B. Risks related to Interest Payments*<br>*C. Risks related to the Admission of the Covered Bonds to Trading on a Regulated Market and other Market and Liquidity Risks*<br>*D. Legal and Regulatory Risks Regarding the Covered Bonds* |

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| | *E. Tax risks*<br>2. Risk Factors Regarding the Guarantor and the Guarantee<br>3. Risk Factors Regarding the Transferred Receivables, Security Rights and Set-Off<br>*A. Risks related to the Transferred Receivables and Related Security*<br>*B. Set-off risks and other defences that may affect the proceeds under the Transferred Receivables*<br>4. Risk Factors Regarding the Swaps<br>*A. Risks related to Swap Agreements*<br>*B. Regulatory risks regarding the Swap Agreements* |
| **Programme description:** | Programme for the issue of Covered Bonds by the Issuer to Covered Bondholders on each issue date (each, an "**Issue Date**"). |
| **2025 Programme Update:** | 15 August 2025. |
| **Programme size:** | The Programme amount is unlimited. |
| **Distribution:** | Covered Bonds may be distributed (i) outside the United States to persons other than U.S. persons (as such terms are defined in Regulation S under the Securities Act) or (ii) within the United States to "qualified institutional buyers" within the meaning of, and in reliance on, Rule 144A under the Securities Act or another available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and in each case on a syndicated or non-syndicated basis. |
| **Selling restrictions:** | There are selling restrictions in relation to the United States, the United Kingdom, the European Economic Area (including Belgium, Italy, Ireland and The Netherlands) and Japan and such other restrictions as may apply in connection with the offering and sale of a particular Tranche or Series. See "*Section 1.5 Subscription and Sale*" below. |
| **Specified Currencies:** | Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms). |
| **Certain restrictions:** | Each issue of Covered Bonds denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time including the restrictions applicable at the 2025 Programme Update. |
| **Maturities:** | Such maturities as may be agreed between the Issuer and the relevant Dealer(s), subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank or regulatory authority (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency (as defined in the applicable Final Terms) (the "**Specified Currency**") subject to a maximum maturity for each Series of 30 years. |
| **Amortisation:** | All Covered Bonds, at the option of the Issuer, will have either soft bullet maturities (allowing payment by the CBC of Guaranteed Final Redemption Amounts to be extended to the relevant Extended Due for Payment Date) or hard bullet maturities (such Covered Bonds to be issued without an Extended Due for Payment |

Date). All Tranches within the same Series will have only hard bullet maturities or soft bullet maturities (as the case may be).

**Issue Price:** Covered Bonds shall be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

**Interest Payment Dates:** Interest (in respect of Covered Bonds other than Zero Coupon Covered Bonds) shall be payable on the Covered Bonds of each Series on the Interest Payment Dates agreed by the Issuer and the relevant Dealer(s) (if any) and up to and including the Final Maturity Date or the Extended Due for Payment Date (if applicable), as specified in and subject to the applicable Final Terms. The Issuer and the relevant Dealer(s) may agree that interest shall be payable monthly, bi-monthly, quarterly, semi-annually, annually or upon redemption of the relevant Covered Bonds, unless otherwise provided for in the applicable Final Terms.

**Form of Covered Bonds:** Each Covered Bond will be issued in bearer form (a "**Bearer Covered Bond**") or in registered form (a "**Registered Covered Bond**"). Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds.

Each Tranche of Bearer Covered Bonds will (unless otherwise specified in the applicable Final Terms) initially be represented by a Temporary Global Covered Bond. Each Temporary Global Covered Bond (i) which is intended to be issued in new global note ("**NGN**") form (an "**NGN Temporary Global Covered Bond**") will be deposited on or around the relevant Issue Date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg or (ii) which is not intended to be issued in NGN form (a "**Classic Temporary Global Covered Bond**") may be deposited on or around the relevant Issue Date with Euroclear Netherlands and/or with (a safekeeper or depositary for) any other agreed clearing system. A Temporary Global Covered Bond will be exchangeable as described therein for a Permanent Global Covered Bond.

A Permanent Global Covered Bond is exchangeable for Definitive Covered Bonds only upon the occurrence of an Exchange Event, all as described in *Section 1.1 Form of Covered Bonds* below, in accordance with the terms of the Permanent Global Covered Bond. Any interest in a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of either (i) Euroclear, Clearstream, Luxembourg and/or any other agreed clearing system or (ii) Euroclear Netherlands, as appropriate. See "*Section 1.1 Form of Covered Bonds*" below.

Upon the occurrence of an Exchange Event, in the case of Bearer Covered Bonds, the relevant Permanent Global Covered Bond will become exchangeable for Definitive Covered Bonds or, in the case of Registered Covered Bonds, the relevant Registered Global Covered Bond will become exchangeable for Registered Definitive Covered Bonds, except that in each case a Covered Bond which forms part of a securities deposit (*girodepot*) with Euroclear Netherlands shall only be exchangeable within the limited circumstances as described in the Dutch Giro Securities Transfer Act (*Wet giraal effectenverkeer*, the "**Wge**") and such exchange will be made in accordance with the Wge, with the terms and conditions of Euroclear Netherlands and with its operational documents. If any Permanent Global Covered Bond or, as the case

may be, Registered Global Covered Bond is not duly exchanged, the terms of such Permanent Global Covered Bond or Registered Global Covered Bond, as the case may be, will provide a mechanism for relevant account holders with Euroclear, Clearstream, Luxembourg, Euroclear Netherlands or DTC (as defined below) and/or any other agreed clearing system(s) to whose securities account(s) with such clearing system(s) the beneficial interests in such Permanent Global Covered Bond or Registered Global Covered Bond, as the case may be, are credited to be able to enforce rights directly against the Issuer.

Registered Covered Bonds will (unless otherwise specified in the applicable Final Terms) be either (i) issued to each holder by way of a deed of issuance (a "**Registered Covered Bonds Deed**") or (ii) with respect to any Series which contain one or more Tranches of Covered Bonds being offered or sold in reliance on Rule 144A, issued in the form of a Registered Global Covered Bond.

**Fixed Rate Covered Bonds:** Fixed Rate Covered Bonds will bear interest at a fixed rate, payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).

**Floating Rate Covered Bonds:** Floating Rate Covered Bonds will bear interest at a rate determined:

(i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either (i) the 2006 ISDA Definitions, (as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), including if specified in the Final Terms, the ISDA Benchmarks Supplement published by ISDA, and, each as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds of the relevant Series or (ii) the latest version of the ISDA 2021 Interest Rate Derivatives Definitions, including each Matrix (as defined therein) (and any successor thereto), each as published by ISDA (or any successor) on its website (http://www.isda.org) as at the Issue Date of the first Tranche of the Covered Bonds of the relevant Series, as specified in the applicable Final Terms; or

(ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Covered Bonds (as set out in the applicable Final Terms).

**Other provisions in relation to Floating Rate Covered Bonds:** Floating Rate Covered Bonds may also have a maximum interest rate ("**Cap**"), a minimum interest rate ("**Floor**") or both ("**Collar**"). Interest on Floating Rate Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer(s).

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| **Zero Coupon Covered Bonds:** | Zero Coupon Covered Bonds may be offered and sold at a discount to their nominal amount and will not bear interest except in the case of late payment. |
| **Redemption:** | The applicable Final Terms will indicate either (a) that the relevant Covered Bonds cannot be redeemed prior to their stated maturity (other than in specified events, if applicable, or for taxation reasons or following an Issuer Event of Default or a CBC Event of Default) or (b) that such Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the Covered Bondholders, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms). |
| **Denomination of Covered Bonds:** | Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the applicable Final Terms save that (i) the minimum denomination of each Covered Bond will be such as may be allowed or required from time to time by the relevant central bank or regulatory authority (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and (ii) the minimum denomination of each Covered Bond which will be offered to the public within a member state of the European Economic Area ("**EEA**") or the UK or for which the Issuer will seek their admission to trading on a regulated market situated or operating within such a member state of the EEA or the UK, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation (and as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020, the "**EUWA**") (the "**UK Prospectus Regulation**")), will be at least €100,000 (or its equivalent in any other currency at the date of issue of the Covered Bonds). |
| **Taxation:** | All payments in respect of the Covered Bonds will be made without withholding or deduction of taxes imposed by any Tax Jurisdiction, unless such withholding or deduction is required by law. In the event that any such withholding or deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted or, if the Issuer elects, it may subject to conditions redeem the Series affected. The CBC will not be liable to pay any such additional amounts under the Guarantee.<br><br>The Issuer and the CBC shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code of 1986 Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**") as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer or the CBC (as the case may be) not being entitled to receive payments free of FATCA Withholding. The Issuer and the CBC will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, the CBC, a Paying Agent, the Registrar or any other party. |

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| **Cross default:** | None of the Covered Bonds will accelerate automatically on an Issuer Event of Default or a CBC Event of Default. All Covered Bonds will accelerate following a failure to pay (subject to applicable grace periods) by the Issuer or the CBC in respect of any Series (or any other Issuer Event of Default or CBC Event of Default) if (a) the Trustee exercises its discretion to accelerate or (b) the Trustee accelerates following an instruction to accelerate by a Programme Resolution (as defined in Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*)). |
| **Status of the Covered Bonds:** | The Covered Bonds issued from time to time in accordance with the Programme will constitute unsecured and unsubordinated obligations of the Issuer, guaranteed by the Guarantee, and will rank *pari passu* without any preference among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for any obligations preferred by a mandatory operation of applicable law. |
| **Ratings:** | As at the 2025 Programme Update, the Issuer has a senior debt rating from Fitch of 'A' (long-term) and 'F1' (short-term), a counterparty risk assessment from Moody's of 'Aa3' (long-term) and 'P-1' (short-term) and a bank deposit rating of 'Aa3' (long-term) and 'P-1' (short-term), and a senior debt rating from S&P Global Ratings Europe Limited of 'A' (long-term) and 'A-1' (short-term). The Covered Bonds are expected to be assigned a rating from Moody's of 'Aaa' and a rating from Fitch of 'AAA', respectively, to the extent each such agency is a Rating Agency at the time of the issue of the Covered Bonds. Other Tranches of Covered Bonds issued under the Programme may be rated or unrated. Where a Tranche of Covered Bonds is rated, such rating will be specified in the relevant Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. |
| **Listing:** | Application has been made to Euronext Dublin for the Covered Bonds to be issued under the Programme to be admitted to trading on the Regulated Market and to be listed on the Official List, during the period of 12 months from the 2025 Programme Update. The Covered Bonds may also be listed, quoted and/or traded on or by such other or further competent listing authority(ies), stock exchange(s) and/or quotation system(s) as may be agreed between the Issuer and the relevant Dealer(s) in relation to each Series.<br><br>Unlisted Covered Bonds may also be issued.<br><br>The applicable Final Terms will state whether or not the relevant Covered Bonds are to be listed, quoted and/or traded and, if so, on or by which competent listing authority(ies) or stock exchange(s) and/or quotation system(s). |
| **Clearing:** | Euroclear and/or Clearstream, Luxembourg and/or Euroclear Netherlands and/or The Depository Trust Company ("**DTC**") and/or any other agreed clearing system. |
| **Governing law:** | The Covered Bonds will be governed by, and construed in accordance with, Dutch law. |

## 2. ASSET-BACKED GUARANTEE

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| **Guarantee, Security, CBC:** | Pursuant to the Guarantee issued under the Trust Deed, the CBC will as an independent obligation irrevocably undertake to pay |

scheduled interest and principal payable under the Covered Bonds. The obligations of the CBC under the Guarantee will constitute unsubordinated and unguaranteed obligations of the CBC, secured (indirectly through a parallel debt) by a pledge of the CBC's Secured Property to the Trustee. Recourse under the Guarantee will be limited to the Secured Property from time to time. Payments made by the CBC under the Guarantee will be made subject to, and in accordance with, the Post-Notice-to-Pay Priority of Payments or the Post-CBC-Acceleration-Notice Priority of Payments, as applicable.

Principal Transaction Documents: Trust Deed, Master Receivables Pledge Agreement, Accounts Pledge and CBC Rights Pledge.

**Extendable obligations under the Guarantee (with respect to SB Covered Bonds only):**

If a Covered Bond forms part of a Series of SB Covered Bonds, an Extended Due for Payment Date shall be specified in the applicable Final Terms. In respect of each such Series of SB Covered Bonds, if the CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount, then:

(a) the obligation of the CBC to pay such Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the Extension Date or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any monies are available to the CBC after the CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher and *pari passu* ranking amounts, (2) all Guaranteed Final Redemption Amounts pertaining to any Series of HB Covered Bonds with a Final Maturity Date falling in or prior to the CBC Payment Period in which the Extended Due for Payment Date for such Series of SB Covered Bonds falls and (3) all Guaranteed Final Redemption Amounts pertaining to any Series of SB Covered Bonds with an Extended Due for Payment Date falling prior to the CBC Payment Period in which the Extended Due for Payment Date for such Series of SB Covered Bonds falls, in which case the CBC shall (i) give notice thereof to the relevant holders of the SB Covered Bonds (in accordance with Condition 13 (*Notices; Provision of Information*)), the Rating Agencies, the Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least two Business Days prior to the Extension Date and/or such Interest Payment Date, respectively, and (ii) apply such remaining available monies in payment, in whole or in part, of such Guaranteed Final Redemption Amount, if applicable *pro rata* with any Guaranteed Final Redemption Amount pertaining to a Series of SB Covered Bonds with an Extended Due for Payment Date falling in the same CBC Payment Period in which the Extended Due for Payment Date for the relevant Series of SB Covered Bonds falls (and to such extent such Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on the Extension Date and/or such Interest Payment Date, respectively; and

(b) the CBC shall under the Guarantee owe interest over the unpaid portion of such Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (*Interest*), provided that for this purpose all references in Condition 4 (*Interest*) to the Final Maturity Date of such Series of SB Covered Bonds are deemed to be references to the Extended Due for Payment Date, *mutatis mutandis*,

all without prejudice to the CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.

If the CBC is obliged under the Guarantee to pay a Guaranteed Amount in respect of any Series of HB Covered Bonds on the Final Maturity Date of such Series, such Guaranteed Final Redemption Amount shall be payable on such Final Maturity Date (and therefore no deferral to any Extended Due for Payment Date shall apply to any Series of HB Covered Bonds).

Principal Transaction Document: Trust Deed.

3. **GUARANTEE SUPPORT**

**Transfers, Retransfers, Eligible Assets, Originators:**

As consideration for the CBC assuming the Guarantee, and so as to enable the CBC to meet its obligations under the Guarantee, the Initial Originators have transferred and will transfer (to the extent they are an Originator) Eligible Assets to the CBC in accordance with the Guarantee Support Agreement. At the option of the Issuer and subject always to Rating Agency Confirmation, New Originators may accede to the Guarantee Support Agreement. The Originators are obliged, and the CBC will use reasonable endeavours, to ensure, amongst other things, that the Asset Cover Test is satisfied as at the end of each calendar month, as calculated on the immediately succeeding Calculation Date.

Principal Transaction Document: Guarantee Support Agreement.

4. **ASSET MONITORING**

**Tests, Sale of Selected Receivables, Asset Monitor:**

Up to three different types of tests for HB Covered Bonds and two tests for SB Covered Bonds will be carried out so as to monitor the CBC's assets from time to time. The Pre-Maturity Test will only apply to each Series of HB Covered Bonds and is intended to procure liquidity for the CBC in respect of principal due on the Final Maturity Date of such Series of HB Covered Bonds in case the ratings of the Issuer fall below the Pre-Maturity Minimum Ratings. The Asset Cover Test is intended to ensure that the ratio of the Transferred Assets to the Covered Bonds is maintained at a certain level. A Breach of the Pre-Maturity Test or the Asset Cover Test will entitle the Trustee to serve a Notice to Pay on the CBC. The Amortisation Test is only carried out following service of a Notice to Pay, and is like the Asset Cover Test intended to ensure that the ratio of the Transferred Assets to the Covered Bonds is maintained at a certain level. A Breach of the Amortisation Test will entitle the Trustee to serve a CBC Acceleration Notice.

In addition, under the CB Legislation the Issuer will, among other things, be required to ensure that (i) the nominal value of the claims for payment attached to the eligible cover assets (including

Transferred Receivables) is at least equal to the nominal value of the obligations under the Covered Bonds, which include repayment of principal, payment of interest, payment obligations under derivative contracts and expected costs related to maintenance and administration for the winding-down of the Programme,, (ii) the nominal value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation (including by reference to Article 129 CRR)) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds subject to a statutory minimum level of overcollateralisation of 5 per cent. and (iii) at all times sufficient liquidity is maintained or generated by the CBC to cover the maximum cumulative net liquidity outflow (including all payment outflows falling due on one day, including principal and interest payments and payments under derivative contracts forming part of the Programme, net of all payment inflows falling due on the same day for claims related to the cover assets) for the following 180 day-period , in each case as calculated and determined in accordance with the CB Legislation. The Transferred Assets contributing towards compliance with the Asset Cover Test or the Amortisation Test, or any Pre-Maturity Test, as applicable, are also used to comply with such legislative asset coverage (including overcollateralisation) and liquidity buffer requirements under the CB Legislation.

Principal Transaction Documents: Asset Monitor Agreement and Administration Agreement.

## 5. SERVICING AND CUSTODY

**Servicing, Servicers, Custody:**

The Initial Servicer has entered into the Initial Servicing Agreement with the CBC and the Trustee, pursuant to which it provides administrative services in respect of the Portfolio. The Initial Servicer also services any New Receivables, unless it is agreed between the CBC, the Trustee and the Initial Servicer that the Originator transferring such New Receivables (or an eligible third party servicer) shall act as Servicer in relation to such New Receivables. The Initial Servicer is, and each New Servicer will be, permitted to sub-contract its servicing role to a third party servicer subject to any applicable conditions in the relevant Servicing Agreement. If Substitution Assets are transferred to the CBC, the CBC will appoint a custodian to provide custody services in relation to such Substitution Assets.

Principal Transaction Document: Initial Servicing Agreement.

## 6. SWAPS

**Total Return, Interest Rate, Structured Swaps:**

There may be certain mismatches between the currency in which interest and principal are received on the Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of the AIC Account and in which interest and principal are payable under the Covered Bonds. In order to address these mismatches, the CBC will be required to enter into hedging arrangements which may be in the form of a swap transaction.

In addition, mismatches are possible in the rates of interest payable on the Transferred Receivables (which may, for instance, include variable rates of interest, discounted rates of interest, fixed rates of interest or rates of interest which track a base rate) or the rates of interest or revenue payable on the other Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of

the AIC Account and the rate of interest payable on the outstanding Covered Bonds. In order to address these mismatches, the CBC may, but is not required to, enter into hedging arrangements.

The CBC may, to a certain extent, hedge the interest received on the Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of the AIC Account to a floating rate for a fixed period as determined by the Issuer from time to time, being as at the 2025 Programme Update, EURIBOR for one month deposits (the "**Agreed Base Reference Rate**") under the Total Return Swap or elect to implement an alternative hedging methodology provided that Rating Agency Confirmation has been obtained for such alternative methodology. The CBC is not required to enter into such Total Return Swap or to implement an alternative hedging methodology.

Pursuant to the Swap Undertaking Letter, ABN AMRO Bank undertakes to, or to procure an Eligible Swap Provider to, enter into one or more (as agreed between the CBC and such Eligible Swap Provider) Swap Agreements with the CBC governing (a) Structured Swap(s) for each Series if (i) a Notification Event occurs, (ii) a Notice to Pay or CBC Acceleration Notice is served, (iii) the rating(s) of ABN AMRO Bank are, or fall, below the minimum rating(s) set for an Eligible Swap Provider for Structured Swaps (iv) the unsecured, unsubordinated and unguaranteed debt obligations of ABN AMRO Bank are rated lower than 'F1' (short-term) and 'A-' (long-term) from Fitch (or any other minimum rating as determined to be applicable or agreed by Fitch from time to time) (in which case Structured Swaps will be required) and/or (b) one or more Total Return Swap(s) and/or one of more Interest Rate Swap(s) for any Series if so requested by the CBC.

The Structured Swaps are entered into to hedge certain interest rate and/or currency risks of any possible mismatch between (i) the Agreed Base Reference Rate and the rate of interest payable under any Series and/or (ii) euro denominated Principal Receipts and amounts of principal payable under any non-euro denominated Series.

The Interest Rate Swaps may be entered into to hedge the risk (and provided that there is such a risk) of any possible mismatch between the Agreed Base Reference Rate and the rate of interest payable under any euro denominated Series. The CBC is not required to enter into any Interest Rate Swap.

Principal Transaction Documents: Swap Agreement(s) and the Swap Undertaking Letter.

## 7. CASHFLOWS

**Ledgers, Priority of Payments, CBC Accounts:**

For as long as no Notification Event has occurred and no Notice to Pay or CBC Acceleration Notice has been served on the CBC, no cashflows will run through the CBC unless required pursuant to the terms of the Transaction Documents. In those circumstances the Originators will be entitled to receive and retain the proceeds from the Transferred Assets for their own benefit. In addition, the Issuer will, as consideration for the CBC assuming the Guarantee, pay all costs and expenses of the CBC and make and receive all payments to be made or received by the CBC under any Swap Agreement (except that any collateral to be provided by a Swap Provider following its downgrade will be delivered to the CBC irrespective

| | |
|---|---|
| | of whether any Notification Event has occurred or any Notice to Pay or CBC Acceleration Notice has been served at such time). Upon the earlier to occur of a Notification Event and service of a Notice to Pay or CBC Acceleration Notice on the CBC, cashflows will run through the CBC and will be applied in accordance with the relevant Priority of Payments.<br><br>Principal Transaction Documents: Trust Deed, Guarantee Support Agreement, Administration Agreement and AIC Account Agreement. |

## 8. GENERAL INFORMATION

| | |
|---|---|
| **General Information:** | Copies of the principal Transaction Documents and various other documents are available free of charge during usual business hours on any weekday (public holidays excepted) from the registered office of the Issuer, the specified office of the Principal Paying Agent for the time being in Breda or the specified office of ABN AMRO Bank (in its capacity as Listing Agent). |

## 9. DUTCH COVERED BOND LEGISLATION

| | |
|---|---|
| **Regulated Covered Bonds:** | The Issuer and the Programme (including in respect of the Covered Bonds issued prior to 8 July 2022) are listed in the register maintained by the Dutch Central Bank (*De Nederlandsche Bank N.V.*, "**DNB**") for the purpose of the CB Legislation. The Covered Bonds are included in the list of covered bonds maintained by DNB that may use the European Covered Bond (Premium) Label. The Issuer and the Programme (in respect of the Covered Bonds issued prior to 8 July 2022) were listed in the register maintained by the DNB for the purpose of the Dutch covered bond laws in effect prior to 8 July 2022, including as being compliant with Article 129 CRR. |
| **Compliance with Article 129 CRR:** | The Covered Bonds issued under the Programme comply with Article 129 CRR**.** |
| **Compliance with CB Legislation:** | The Covered Bonds issued under the Programme comply with the CB Legislation. |
| **European Covered Bond (Premium) Label:** | Yes. |
| **Hard Bullet Maturities:** | As specified in the applicable Final Terms. |
| **Extendable Maturities:** | As specified in the applicable Final Terms. |
| **Extendable Due for Payment Date in respect of each Series of SB Covered Bonds:** | The date falling twelve (12) calendar months after the Final Maturity Date of the relevant Series of SB Covered Bonds, as specified in the applicable Final Terms. |
| **Primary Cover Assets:** | For the purpose of the CB Legislation, the primary cover assets (*primaire activa*) under the Programme solely comprise loans secured by residential property as referred to in Article 129 CRR, paragraph 1(d). |
| **Residence of Debtors of Transferred Receivables:** | The Netherlands. |
| **Governing Law of Transferred Receivables:** | Dutch law. |

**Location of Mortgaged Properties:** The Netherlands.

## 10. OVERVIEW OF RATING THRESHOLDS

*The following overview of rating thresholds does not purport to be complete and is qualified in all respects by the remainder of this Securities Note and the Transaction Documents. A specific rating or period in the following overview shall be deemed a reference to such other rating or period as may be determined to be applicable or agreed from time to time by the relevant credit rating agency. References in this overview to "**LT**" mean the relevant long-term rating, references to "**ST**" mean the relevant short-term rating and "**BDR**" mean bank deposit rating.*

| Transaction Party | Fitch[1] | Moody's | Event/Action if below rating threshold | Section in Securities Note |
|---|---|---|---|---|
| ABN AMRO Bank, as party to the Swap Undertaking Letter | F1 (ST) and A- (LT) | P-2(cr) (ST) and A3(cr) (LT) | In relation to any non-euro denominated Series of Covered Bonds, Structured Swaps to be entered into with the CBC | *A. Key Features of the Programme*, under *6. Swaps* |
| Account Bank | A- (LT) and F1 (ST) | P-1(BDR) (ST) | Replacement of Account Bank, Account Bank to obtain guarantee or other remedy | *7.4 CBC Accounts* |
| CBTF Provider | F1 (ST) | P-1(cr) (ST) | CBC to draw CBTF Standby Loan (only relevant for HB Covered Bonds) | *4.2 Pre-Maturity Test* |
| Issuer | BBB+ (LT) | Baa1(cr) | Notification Event | *3.1 Transfers* |
| | | A3(cr) (LT) | Unless rating is regained within 12 months or other appropriate remedy is found, Originators to pledge Residual Claims to the CBC | *3.1 Transfers* |
| | A- (LT) and F1 (ST) | Baa1(cr) (LT) | Unless other appropriate remedy is found, Originators to pledge Residual Claims to the CBC | *3.1 Transfers* |
| | A- (LT) and F1 (ST) | P-1(cr) (ST) | Item "Y" of Asset Cover Test is activated | *4.1 Asset Cover Test* |
| | F1 (ST) | P-1(cr) (ST) | Triggers on a Pre-Maturity Test Date, failure of the Pre-Maturity Test (only relevant for HB Covered Bonds) | *4.2 Pre-Maturity Test* |

[1] The Fitch rating triggers referenced in this Securities Note and any Transaction Document (including, without limitation, the Swap Undertaking Letter) in relation to 'F1' (ST) and 'A-' (LT), are to be read and construed that when the relevant Transaction Party has at any time an unsecured, unguaranteed and unsubordinated debt obligation rating of at least 'F1' (ST) or 'A-' (LT), the relevant Transaction Party's undertaking to take the relevant Fitch ratings trigger action shall not be activated, or (as applicable) the relevant Fitch ratings trigger action shall not apply or (as applicable) shall have been remedied (taking into account any applicable minimum period for such rating to be assigned), until the relevant Transaction Party does not at any time have either an unsecured, unguaranteed and unsubordinated debt obligation rating of at least 'F1' (ST) or 'A-' (LT).

| Transaction Party | Fitch[1] | Moody's | Event/Action if below rating threshold | Section in Securities Note |
|---|---|---|---|---|
| | F1 (ST) and A- (LT) | P-2(cr) (ST) | For the definition of "Authorised Investments", investments to have a remaining maturity date of 30 days or less and to mature on or before next following CBC Payment Date | *4.3 Amortisation Test* |
| | | P-2(cr) (ST) | CBC to sell all Substitution Assets | *4.4 Sale or Refinancing of Selected Assets* |
| | A- (LT) and F1 (ST) | P-1(cr) (ST) | CBC to establish a Reserve Fund and Issuer to fund such Reserve Fund | *7. Cashflows* |
| | A- (LT) and F1 (ST) | P-1(cr) (ST) | CBC to establish an Interest Cover Reserve Fund and the Issuer to fund such Interest Cover Reserve Fund | *7. Cashflows* |
| Issuer or Administrator | BBB- (LT) | Baa3(cr) (LT) | Increase frequency of verification by Asset Monitor of Asset Cover Test or Amortisation Test calculations, as applicable | *4.5 Asset Monitor and Cover Pool Monitor* |
| Servicer | BBB- (LT) | Baa3(cr) (LT) | Replacement of Initial Servicer | *5.1 Servicing* |
| Swap Provider | Minimum rating specified in the relevant Swap Agreement | Minimum rating specified in the relevant Swap Agreement | Replacement of Swap Provider or other remedy | *6. Swaps* |

## B. RISK FACTORS

*Prospective holders of Covered Bonds, which are the subject of the Base Prospectus and the relevant Final Terms, should consider the following risk factors, which are specific to the Covered Bonds and may affect the Issuer's ability to fulfil the Issuer's obligations under Covered Bonds issued under the Programme and/or the CBC's ability to fulfil its obligations under the Guarantee and which are material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme. The following risk factors are material for making an informed investment decision and should make such decision only on the basis of the Base Prospectus as whole (comprising this Securities Note and the Registration Document), including the relevant Final Terms. However, other reasons that are currently unknown may affect the Issuer's ability to fulfil its obligations under the Covered Bonds issued under the Programme and/or the CBC's ability to fulfil its obligations under the Guarantee and neither the Issuer nor the CBC represents that the following risk factors are exhaustive. Additional risks not included in this Securities Note or the Registration Document, not presently known to the Issuer and/or the CBC, or that the Issuer and/or the CBC currently deem to be immaterial may, individually or cumulatively, have a material adverse effect on the Issuer's or the CBC's business, financial condition (which for the avoidance of doubt includes liquidity position), results of operations and prospects.*

*Prospective holders of Covered Bonds should also read the detailed information set out elsewhere in the Base Prospectus and should consult with their own professional advisers (including their financial accounting, legal and tax advisers) and reach their own views prior to making any investment decision.*

*Prospective holders of Covered Bonds should refer to the Risk Factors section of the Registration Document (see "Section D.3 Documents available for inspection") for a description of those factors which may materially and adversely affect the Issuer's business, financial condition (which for the avoidance of any doubt includes liquidity position), results of operation and its ability to fulfil its obligations under the Covered Bonds. The realisation of any of the risks described in the Registration Document have a material adverse effect on the Issuer's future business, operating results or financial position.*

*The risk factors are presented in a limited number of categories depending on their nature. In each category, the most material risk factors are listed in a manner that is consistent with the Issuer's assessment of the materiality of the risk factors based on the probability of their occurrence and the expected magnitude of their negative impact. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section. Where a risk factor could belong in more than one category, such risk factor is included in the category that is most appropriate for it. The Issuer and the CBC may face a number of these risks described below simultaneously and some risks described below may be interdependent.*

*The Base Prospectus is not, and does not purport to be, investment advice or an investment recommendation to purchase the Covered Bonds. The Issuer, including its branches and any group company, and the CBC, are acting solely in the capacity of an arm's length contractual counterparty and not as a purchaser's financial adviser or fiduciary in any transaction, unless each of the Issuer and the CBC has agreed to do so in writing. If a prospective investor does not have experience in financial, business and investment matters sufficient to permit it to make such a determination, the investor should consult with its financial adviser prior to deciding to make an investment on the suitability of the Covered Bonds. Investors risk losing their entire investment or part of it.*

### B.1 COVERED BONDS

### 1. Risk Factors Regarding the Covered Bonds

#### *A. Risks related to the Nature, Structure and Issuance of the Covered Bonds*

*As the Covered Bonds will be solely the payment obligations of the Issuer, changes in the creditworthiness of the Issuer may adversely affect payments made under the Covered Bonds.*

The payment obligations under the Covered Bonds will solely be the obligation of the Issuer. The payment obligations under the Covered Bonds will not represent an obligation or be the responsibility of the Arranger, any Dealer, the Originators, the Trustee or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer. The Issuer will be liable solely in its corporate capacity for its obligations in respect of the Covered Bonds and such obligations will not

be the obligations of its respective officers, members, directors, employees, security holders or incorporators. An investment in the Covered Bonds involves the risk that subsequent changes in the creditworthiness of the Issuer may adversely affect the payments to be made under the relevant Covered Bonds and, in respect of Series of SB Covered Bonds, this may lead to an extension of the payment obligations under the relevant Covered Bonds. Furthermore, to the extent the payment obligations of the Issuer are guaranteed, the relevant Covered Bonds are subject to the risks relating to the Guarantee, as further described below. This may lead to losses under the Covered Bonds.

*The Trustee may agree to, and in certain circumstances is obliged to concur with the Issuer and/or the CBC in making, certain modifications to the Transaction Documents and the Covered Bonds without the Covered Bondholders' or other Secured Creditors' prior consent.*

Pursuant to the terms of the Trust Deed, the Trustee may in many cases from time to time and at any time without any notification to, or consent or sanction of any of the Covered Bondholders or any of the other Secured Creditors (other than the Trustee and/or any (other) Secured Creditor party to the relevant Transaction Document to be amended (where applicable)), agree to and concur with the Issuer and/or the CBC and agree to, modifications, waivers or authorisations under or in respect of the Covered Bonds of any Series or any Transaction Documents to which the Trustee is a party or over which it has Security, as set out in more detail in Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*), Condition 4(d) (*Reference Rate Replacement*) and Condition 14A (*Reference Rate Modification*).

Accordingly, holders of the Covered Bonds may not be able to prevent the Trustee from making certain modifications to the Covered Bonds and the Transaction Documents or from granting waivers or authorisations under or in respect thereof. This means, among other things, that as the Terms and Conditions of all Covered Bonds are the Terms and Conditions attached to the Trust Deed and therefore are the same for all Series outstanding, any updated Terms and Conditions resulting from any amendments to the Terms and Conditions of the Covered Bonds for example as part of an annual update, will apply to all outstanding Covered Bonds, unless otherwise specifically provided for in the Trust Deed. In addition, the fact that changes may be made to the Transaction Documents and the Covered Bonds without the Covered Bondholder's prior knowledge, consent or sanction and which changes may be conflicting with the interests of such Covered Bondholder or potential Covered Bondholder, could have an adverse effect on the value of such Covered Bonds that are intended to be sold by a Covered Bondholder. Also, there is a risk that the Trustee is not willing to agree to certain modifications, even if they would be in the interest of one or more Covered Bondholders, because they would expose the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or increase the Trustee's contractual obligations or duties, or decrease its contractual protections. These matters may have an adverse effect on the (value of the) Covered Bonds, also if a Covered Bondholder intends to sell any Covered Bonds.

*As certain decisions of Covered Bondholders are taken at Programme level, holders of Covered Bonds are exposed to the risk that such decisions may be against their interest.*

A resolution to direct the Trustee to (i) accelerate the Covered Bonds pursuant to Condition 9 (*Events of Default and Enforcement*), (ii) take any enforcement action, or (iii) remove or replace the Trustee's Director, must be passed by a Programme Resolution, as set out in more detail in Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*), and cannot be decided upon at a meeting of Covered Bondholders of a single Series. A validly adopted Programme Resolution will be binding on all Covered Bondholders and Couponholders including Covered Bondholders and Couponholders who did not attend or vote at the relevant meeting and Covered Bondholders who voted against such Programme Resolution at the relevant meeting or, as applicable, did not participate in the relevant written resolution. Covered Bondholders are therefore exposed to the risk that decisions are taken at Programme level which may be against the interest of such Covered Bondholder and this may have an adverse effect on the (value of the) Covered Bonds, also if a Covered Bondholder intends to sell any Covered Bonds.

*Risk related to Covered Bondholders either having no right or being limited in their rights to proceed directly against the Issuer or the CBC.*

Subject to the provisions of the Trust Deed, only the Trustee may enforce the provisions of the Covered Bonds and the Transaction Documents. Neither the Covered Bondholders nor any other person shall be entitled to proceed directly against the Issuer or the CBC to enforce any provision of the Covered Bonds and/or the Transaction Documents, unless the Trustee fails to take any steps to enforce the Security in accordance with the Trust Deed within a reasonable time and such failure is continuing. All limitations and

restrictions imposed under or by virtue of the Trust Deed, the Covered Bonds or any other Transaction Document on the Trustee in relation to the enforcement of rights and the availability of remedies, shall *mutatis mutandis* also fully apply to such Secured Creditors. Consequently, the Secured Creditors, including the Covered Bondholders, either have no right or are limited in their rights to proceed directly against the Issuer or the CBC, which ultimately may lead to losses under the Covered Bonds.

*Risk that a conflict of interest between the Calculation Agent and holders of Covered Bonds may affect the value of Covered Bonds.*

The Calculation Agent for an issue of Covered Bonds is the agent of the Issuer and the CBC and not the agent of the Covered Bondholders. It is possible that the Issuer will itself be the Calculation Agent for certain issues of Covered Bonds, including without limitation issues of Covered Bonds issued after the 2025 Programme Update unless otherwise specified in the applicable Final Terms for the relevant Series. The Calculation Agent will make such determinations and adjustments as it deems appropriate, in accordance with the terms and conditions of the specific issue of Covered Bonds. In making its determinations and adjustments, the Calculation Agent will be entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion.

Where the Issuer acts as Calculation Agent, potential conflicts of interest may exist between the Calculation Agent and holders of Covered Bonds, as the Issuer typically has an interest to limit the amounts payable on the Covered Bonds and the holders of Covered Bonds have an opposite interest. Such potential conflict may for example exist with respect to certain determinations and judgments that the Calculation Agent may make pursuant to the Conditions that may influence any interest amount due on, and the amount to be received upon redemption of, the Covered Bonds.

***B. Risks related to Interest Payments***

*If the Covered Bonds include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the trading price of the Covered Bonds concerned.*

Depending upon the Interest Basis shown in the applicable Final Terms, the Issuer may issue Fixed/Floating Rate Covered Bonds. Such Covered Bonds may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate may affect the secondary market (liquidity) and the trading price of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing which may result in a lower interest return for Covered Bondholders. If the Issuer converts from a fixed rate to a floating rate, the margin relating to such Fixed/Floating Rate Covered Bonds may be less favourable (lower) than the then prevailing margins on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing rates on its Covered Bonds and could affect the interest payments and consequentially the trading price of an investment in the relevant Covered Bonds.

*The regulation and reform of "benchmarks" may adversely affect the liquidity and value of, and return on, Floating Rate Covered Bonds linked to or referencing such "benchmarks".*

The Euro-zone inter-bank offered rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be "benchmarks" have been subject to significant regulatory scrutiny and legislative intervention in recent years. This related not only to creation and administration of benchmarks, but also to the use of a benchmark rate. Following the implementation of any potential future reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or benchmarks could be eliminated entirely, or there could be other consequences, including those which cannot be predicted. Any such consequence could have a material adverse effect on any Covered Bonds linked to such a "benchmark".

The Benchmark Regulation applies to the provision of benchmarks, the contribution of input data to benchmarks and the use of benchmarks within the EU. The Benchmark Regulation could have a material impact on any Covered Bonds linked to EURIBOR or other benchmarks, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the Benchmark Regulation, or if a critical benchmark is discontinued or is determined by a regulator to be "no longer representative". Such changes could (amongst other things) have the effect of reducing or increasing the

rate or level, or affecting the volatility of, the published rate or level, of the benchmark. In addition, the Benchmark Regulation stipulates that each administrator of a "benchmark" regulated thereunder must be licensed by the competent authority of the Member State where such administrator is located. There is a risk that administrators of certain "benchmarks" will fail to obtain a necessary licence, preventing them from continuing to provide such "benchmarks" and administrators may cease to administer certain "benchmarks" because of the additional costs of compliance with the Benchmark Regulation and other applicable regulations and reforms, and the risks associated therewith.

Furthermore, a private sector working group on euro risk-free rates was established to identify and recommend risk-free rates that could serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area, such as the euro overnight index average (EONIA) and EURIBOR. The group recommended on 13 September 2018 that the euro short-term rate ("**€STR**") be used as the risk-free rate for the euro area and is now focused on supporting the market with transitioning. The European Central Bank (the "**ECB**") published the €STR for the first time on 2 October 2019, reflecting trading activity on 1 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmark Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The potential elimination of, or the potential changes in the manner of administration of, or changes in the methodologies pursuant to which EURIBOR rates are determined, or any other reforms to or other proposals affecting EURIBOR or any other relevant benchmarks that will be enacted in the United Kingdom, the EU, the United States and elsewhere, may adversely affect the trading market for EURIBOR and/or other relevant benchmark-based securities, including any Covered Bonds that bear interest at rates based on a relevant benchmark, and could require an adjustment to the terms and conditions to reference an alternative benchmark, or result in other consequences, including those which cannot be predicted, in respect of any Covered Bonds linked to such benchmark (including but not limited to Floating Rate Covered Bonds). In addition, any future changes in the method pursuant to which EURIBOR and/or other relevant benchmarks are determined or the transition to a successor benchmark may result in, among other things, a sudden or prolonged increase or decrease in the reported benchmark rates, a delay in the publication of any such benchmark rates, trigger changes in the rules or methodologies in certain benchmarks discouraging market participants from continuing to administer or participate in certain benchmarks, and, in certain situations, could result in a benchmark rate no longer being determined and published. Accordingly, in respect of a Covered Bond referencing EURIBOR or any other relevant benchmark, such proposals for reform and changes in applicable regulation could have a material adverse effect on the value of and return on such a Covered Bond (including potential rates of interest thereon).

Investors should be aware that, if any benchmark were discontinued or otherwise unavailable, the rate of interest on any Covered Bonds which reference any such benchmark will be determined for the relevant period by the fallback provisions applicable to such Covered Bonds. Depending on the manner in which the relevant benchmark rate is to be determined under the Conditions of the Covered Bonds, this may (i) be reliant upon the provision by reference banks of offered quotations for such rate which, depending on market circumstances, may not be available at the relevant time, (ii) be reliant on the Independent Adviser or the Issuer or, following an Issuer Event of Default, the CBC being able to determine a Successor Reference Rate or an Alternative Reference Rate (each as defined in the Conditions of the Covered Bonds) or (iii) result in the effective application of a fixed rate based on the rate which applied in the previous period when the relevant benchmark was available. Furthermore, the effective application of a fixed rate to what was previously a Floating Rate Covered Bond could have a material adverse effect on the value of and return on any such Covered Bonds.

The appointment of any Independent Adviser by the Issuer or, following an Issuer Event of Default, the CBC (as applicable) may lead to a conflict of interests between the Issuer or, following an Issuer Event of Default, the CBC (as applicable) and the Covered Bondholders and may influence the amount receivable under the Covered Bonds. Furthermore, it is possible that the Issuer or, following an Issuer Event of Default, the CBC (as applicable) may itself determine a fallback interest rate. In such case, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) will make such determinations and adjustments as it deems appropriate, in accordance with the Conditions of the Covered Bonds. In making such determinations and adjustments, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) may be entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion.

Uncertainty as to the continuation of a benchmark, the availability of quotes from reference banks to allow for the continuation of the floating rate on any Covered Bonds, the ability of any agent, any administrator, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) to establish a fallback interest rate for any Covered Bonds (including the possibility that a license or registration may be required for such agent, any administrator, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) under the applicable legislation to be able to calculate a Successor Reference Rate or an Alternative Reference Rate, the failure (for any reason, including the decision of such agent, any administrator, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) not to obtain for such license) which could ultimately result in the effective application of a fixed rate on such Covered Bonds), and the rate that would be applicable if the relevant benchmark is discontinued may adversely affect the trading market and the value of the Covered Bonds and the determination of any successor rate could lead to economic prejudice or benefit (as applicable) to investors. At this time, it is not possible to predict what the effect of these developments will be or what the impact on the value of the Covered Bonds will be. More generally, any of the above changes or any other consequential changes to EURIBOR or any other "benchmark" as a result of international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, could have a material adverse effect on the liquidity and value of, and return on, any Covered Bonds based on or linked to a "benchmark". Furthermore, if the Issuer or, following an Issuer Event of Default, the CBC (as applicable) is unable to appoint an Independent Adviser or if an Independent Adviser appointed by it fails to determine a Successor Reference Rate or an Alternative Reference Rate or Adjustment Spread in accordance with the Conditions of the Covered Bonds, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) may have to exercise its discretion to determine (or to elect not to determine) a Successor Reference Rate or an Alternative Reference Rate or Adjustment Spread, if applicable. The intention for any Adjustment Spread is to reduce or eliminate economic prejudice or benefit from the relevant Successor Reference Rate or Alternative Reference Rate, however, it may not be successful in doing so and the Covered Bonds may still perform differently than they would have had the Successor Reference Rate or Alternative Reference Rate not been adopted. Any such consequence could have a material adverse effect on the value of and return on any such Covered Bonds.

Furthermore, if EURIBOR or any other relevant interest rate benchmark is discontinued, and whether or not the Reference Rate has been replaced under Condition 4(d) (*Reference Rate Replacement*) to change the base rate with respect to the Covered Bonds as described in the second paragraph above, there can be no assurance that the applicable fallback provisions under the Swap Agreements would operate to allow the transactions under the Swap Agreements to effectively mitigate interest rate risk in respect of the Covered Bonds.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Loans, the Covered Bonds and/or the Swaps due to applicable fallback provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its obligations under the Covered Bonds or the CBC to meet its obligations in respect of the Guarantee. This may result in losses under the Covered Bonds.

***C. Risks related to the Admission of the Covered Bonds to Trading on a Regulated Market and other Market and Liquidity Risks***

*Covered Bonds may not be recognised as eligible collateral for Eurosystem purposes which may lead to illiquidity and/or a lower trading price.*

Covered Bonds may be issued with the intention to be held in a manner which will allow Eurosystem eligibility. If such is the intention this means that such Covered Bonds are intended upon issue to be deposited with one of the international central securities depositories and/or central securities depositories that fulfil the minimum standard established by the European Central Bank, as common safekeeper. However, it does not necessarily mean that each Covered Bond will be recognised as eligible collateral for monetary policy of the central banking system for the euro (the "**Eurosystem**") and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. However such recognition will, as in any particular case, depend upon satisfaction of all Eurosystem eligibility criteria at the relevant time and there can be no assurance that such Covered Bonds will be recognised as such. If Covered Bonds are not recognised as such, this is likely to have a negative impact on the liquidity and/or trading price of such Covered Bonds.

*There can be no assurance that a secondary market for the Covered Bonds will develop or provide efficient liquidity. The holders of the Covered Bonds may bear the risk of limited liquidity and its effect on the value of the Covered Bonds. Further, Covered Bonds may not be freely transferred within the United States, as they are not registered under the Securities Act.*

Application may be made for Covered Bonds to be listed on a stock exchange. Even though application may be made for Covered Bonds to be admitted to Euronext Dublin and to trading on the Regulated Market, any other regulated or unregulated market within the EEA or any further or other stock exchange(s), there can be no assurance that a secondary market for any of the Covered Bonds will develop, or, if a secondary market does develop, that it will provide the holders of the Covered Bonds with liquidity or that any such liquidity will continue for the life of the Covered Bonds.

The Covered Bonds have not been, and will not be, registered under the Securities Act or any other applicable securities laws and are subject to certain restrictions on the resale and other transfer thereof as set forth under "*Section 1.5 Subscription and Sale*" below and in the relevant Final Terms. A decrease in the liquidity of Covered Bonds may cause, in turn, an increase in the volatility associated with the price of such Covered Bonds.

Therefore, investors may not be able to sell their Covered Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Covered Bonds which are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. The investor in Covered Bonds can especially be affected by the uncertainty following from the fluctuations in an illiquid market if it is not prepared to hold such Covered Bonds until redemption of the Covered Bonds.

Any investor in the Covered Bonds must be prepared to hold such Covered Bonds for an indefinite period of time or until redemption of the Covered Bonds. If any person begins making a market for the Covered Bonds, it is under no obligation to continue to do so and may stop making a market at any time. Illiquidity may have a severely adverse effect on the trading price of Covered Bonds.

*If the Issuer has the right to redeem any Covered Bonds, this may limit the trading price of the Covered Bonds concerned and, if any Covered Bonds are redeemed prior to their maturity, an investor may not be able to reinvest the redemption proceeds in a manner which achieves the same effective return.*

The applicable Final Terms will indicate whether the Covered Bonds are subject to an optional redemption feature. Such feature in any Covered Bonds may negatively impact their trading price. During any period when the Issuer may elect to redeem Covered Bonds, the trading price of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

If the Issuer redeems the Covered Bonds prior to maturity, a holder of such Covered Bonds is exposed to the risk that, due to early redemption, its investment will have a lower than expected yield. The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. If the Covered Bonds are redeemed at the option of the Issuer, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Any redemption prior to the Final Maturity Date as set out above could have a material adverse effect on the value of the Covered Bonds as the relevant redemption amount may be less than the then current trading price of the Covered Bonds.

*The risk that a holder of a Covered Bond may have to purchase additional Covered Bonds in order to be able to transfer its holdings or to receive a Definitive Covered Bond, as Covered Bonds may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples.*

In relation to the Covered Bonds which have a denomination consisting of the minimum Specified Denomination (as defined in the applicable Final Terms) (the "**Specified Denomination**") plus a higher integral multiple of another smaller amount, it is possible that the Covered Bonds may be traded in amounts

that are not integral multiples of such minimum Specified Denomination. In such a case a Covered Bondholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time (i) may not be able to transfer such Covered Bond(s) and (ii) may not receive a Definitive Covered Bond in respect of such holding (should Definitive Covered Bonds be printed) and would need to purchase a principal amount of Covered Bonds such that its holding amounts to a Specified Denomination. Thus, a holder of a Covered Bond that intends to transfer its holding or receive a Definitive Covered Bond may have to make additional purchases of Covered Bonds. Furthermore, if Definitive Covered Bonds are issued, Covered Bondholders should be aware that Definitive Covered Bonds which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade. Illiquidity may have a severely adverse effect on the trading price of Covered Bonds.

*Risk relating to the uncertainty of the effect that the discontinuation of purchases of Covered Bonds and reinvestment of principal payments from maturing securities under the ECB covered bond purchase programme have on the volatility in the financial markets and the overall economy and on the trading price of the Covered Bonds and their liquidity in the secondary markets.*

In September 2014, the ECB initiated an asset purchase programme, which also encompasses the covered bond purchase programme. From March 2023 the Eurosystem only partially reinvested the principal payments from maturing securities held in the covered bond purchase programme and as of July 2023, the Eurosystem discontinued all reinvestments. It remains to be seen what the effect of the discontinuation of such programme will be on the volatility in the financial markets and the overall economy in the Eurozone and the wider European Union and the UK. The discontinuation of reinvestment of principal payments from maturing securities could have an adverse effect on the secondary market value of the Covered Bonds and the liquidity in the secondary market for the Covered Bonds. The Covered Bondholders should be aware that they may suffer loss if they intend to sell any of the Covered Bonds on the secondary market for such Covered Bonds as a result of the impact that discontinuation of the asset purchase programmes or sale of covered bonds by the ECB purchased under the covered bond purchase programme may have on the trading price of the Covered Bonds and the liquidity in the secondary market for the Covered Bonds.

*Ratings may not reflect all of the risks and may not properly reflect the value of the Covered Bonds and rating downgrades or withdrawals or unsolicited credit ratings may reduce the trading price of the Covered Bonds.*

One or more independent credit rating agencies may assign credit ratings to the Covered Bonds. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Any adverse change in an applicable credit rating or outlook could adversely affect the trading price for the Covered Bonds. Such change may, among other factors, be due to a change in the methodology applied by a credit rating agency to rating securities with similar structures to the Covered Bonds, as opposed to any revaluation of the Issuer's financial strength or other factors such as conditions affecting the financial services industry generally.

The ratings assigned to the Covered Bonds by Fitch, reflect Fitch's assessment of the likelihood of full and timely payment to Covered Bondholders of all payments of interest on each Interest Payment Date. The ratings assigned Fitch also reflect Fitch's assessment of the likelihood of timely payment of principal in relation to the HB Covered Bonds on the Final Maturity Date and in relation to the SB Covered Bonds on the Extended Due for Payment Date thereof. The ratings assigned by Fitch provide an indication of the probability of default and of the recovery given a default of the debt instrument. The ratings assigned by Moody's address the expected loss posed to investors. Moody's ratings address only the credit risks associated with the transaction. Other non-credit risks have not been addressed, but may have significant effect on yield to investors.

The expected ratings of the Covered Bonds, if rated individually, will be set out in the applicable Final Terms for each Series. Any Rating Agency may lower its rating or withdraw its rating if, in the sole judgement of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any rating assigned to the Covered Bonds is lowered or withdrawn, the trading price of the Covered Bonds may be reduced.

In addition, other rating agencies that have not been requested by the Issuer to rate the Covered Bonds may issue unsolicited ratings on the Covered Bonds at any time. Any unsolicited ratings in respect of the Covered Bonds may differ from the ratings expected to be assigned by Moody's and Fitch and may not be reflected in this Securities Note. Issuance of an unsolicited rating which is lower than the credit ratings assigned by a Rating Agency in respect of the Covered Bonds may adversely affect the trading price and/or the liquidity of the Covered Bonds.

*Changes in law (including, without limitation, changes to the EU's existing bank crisis management and deposit insurance framework) after the date of this Securities Note may adversely affect the interests of Covered Bondholders*

The conditions of the Covered Bonds are based on Dutch law in effect as at the date of this Securities Note. No assurance can be given as to the impact of any possible judicial decision or change to Dutch, European or any other applicable laws, regulations or administrative practices after the date of this Securities Note.

Changes in law after the date hereof may affect the rights of Covered Bondholders as well as the market value of the Covered Bonds. Such changes in law may include, but are not limited to, changes in statutory, tax and regulatory regimes, administrative practices and judicial decisions during the life of the Covered Bonds, which may have an adverse effect on an investment in such Covered Bonds. For example, on 18 April 2023, the European Commission adopted a proposal to adjust and further strengthen the EU's existing bank crisis management and deposit insurance ("**CMDI**") framework, with a focus on medium-sized and smaller banks. The package implies the review of the BRRD and Regulation (EU) No 806/2014 (the "**SRM Regulation**") frameworks as well as a separate legislative proposal to amend the Deposit Guarantee Schemes Directive ("**DGSD**"), all of which aim at further preserving financial stability, protecting taxpayers and depositors, and supporting the real economy and its competitiveness. The proposals include, but are not limited to, the introduction of a general depositor preference within the EU and changes to further enable the use of Deposit Guarantee Schemes ("**DGS**") funds and where needed resolution funds in measures other than the pay-out of covered deposits in case of insolvency or resolution of a failing bank. Moreover, an expanded use of DGS and resolution funds could potentially result in an increase of contribution requirements for banks (see also the risk factor entitled "The Issuer may incur losses due to failures of banks falling under the scope of state compensation schemes." in the Registration Document). Political agreement on the CMDI proposal was reached on 25 June 2025. However, the proposal needs to be formally adopted by the European Parliament and Council before it can come into force. There remains to be a high degree of uncertainty with regard to the proposed adjustments to the CMDI framework and when they will be finally implemented in the EU. Therefore, the exact impact of these adjustments and the potential effects on the Issuer cannot yet be assessed.

Any legislative and regulatory uncertainty could also affect an investor's ability to accurately value the Covered Bonds and, therefore, affect the trading price of the Covered Bonds given the extent and impact on the Covered Bonds that one or more regulatory or legislative changes, including those described above, could have on the Covered Bonds.

*The Covered Bondholders whose financial activities are denominated principally in a currency unit other than the Specified Currency will be subject to exchange rate risks including, potentially, exchange controls which could result in an investor receiving less interest or principal than expected, or no interest or principal at all.*

The Issuer will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Covered Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Covered Bonds and (3) the Investor's Currency-equivalent trading price of the Covered Bonds.

Furthermore, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors of the Covered Bonds may receive less interest or principal than expected, or receive no interest or principal at all.

***D. Legal and Regulatory Risks Regarding the Covered Bonds***

*If at any point the Covered Bonds fail to be compliant with the CB Legislation and/or CRR, holders of the Covered Bonds may be adversely affected.*

Prior to the Dutch Central Bank (*De Nederlandsche Bank N.V.*, "**DNB**") maintaining the DNB-register for the purpose of the CB Legislation, the Issuer and the Covered Bonds were listed in the register maintained by the DNB in accordance with the then applicable Dutch covered bond laws, and as being compliant with Article 129 CRR. The Issuer has amended the Programme as of 8 September 2022 to comply with the CB Legislation and, at the date of the 2025 Programme Update, the Issuer and the Covered Bonds are listed in the DNB-register for the purpose of the CB Legislation. All Covered Bonds issued under the Programme can, subject to satisfaction of the other requirements for such benefits, enjoy the benefits of the CRR and, as a result, obtain the 'European Covered Bond (Premium)' label.

The Directive (EU) 2019/2162 of the European Parliament and of the Council on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU (the "**Covered Bond Directive**") was adopted on 27 November 2019 and has been implemented in the Netherlands in full on 13 June 2022 pursuant to the CB Legislation. The Covered Bond Directive, the CB Legislation and the interpretation thereof by, among other things, the competent authorities may change over time. In particular, the interpretations of the CB Legislation may be subject to change due to the recent implementation thereof. The timing and substance of such changes are unpredictable and beyond the control of the Issuer. Changes in the Covered Bond Directive, the CB Legislation or interpretations thereof, or different interpretations thereof, could affect the Issuer, the CBC, the market for and value of covered bonds in general, the Covered Bonds and/or the value of the Covered Bonds.

If a Covered Bond no longer meets the requirements prescribed by the CB Legislation, or if the Issuer would no longer comply with its ongoing administration and/or reporting obligations towards DNB as the competent regulator, DNB can take several measures, which include, without limitation, imposing an issuance-stop on the Issuer, which may be disclosed by DNB in the DNB-register, and DNB has the authority to terminate the registration of the Issuer.

If at any time an issuance stop is published or the registration of the Issuer is revoked, a Covered Bondholder may experience adverse consequences (including an adverse effect on the market value of the Covered Bonds), depending on the reasons for making the investment in such Covered Bonds. An issuance stop or revocation of the registration of the Issuer may for example have negative effect on the regulatory treatment of the Covered Bonds, resulting in the Covered Bonds for example losing the 'European Covered Bond (Premium)' label, which may affect the value, trading price and/or liquidity of the Covered Bonds and may have consequences for certain Covered Bondholders with portfolio mandates to invest in covered bonds with a 'European Covered Bond (Premium)' label.

*Statutory Loss Absorption measures and/or any other intervention or resolution powers given to the Dutch Central Bank or other relevant authorities could be used in such a way as to result in losses to, or otherwise affect the rights of, Covered Bondholders and/or could affect the ratings assigned to the Covered Bonds.*

The Act on implementing the European framework for the recovery and resolution of banks and investment firms (*Implementatiewet Europees kader voor herstel en afwikkeling van banken en beleggingsondernemingen*) came into force, implementing the Bank Recovery and Resolution Directive ("**BRRD**") was published in the Official Journal of the European Union on 12 June 2014. The BRRD includes provisions (known as the bail-in tool) to give regulators resolution powers, amongst other things, to write down the debt of a failing bank (or to convert such debt into equity) to strengthen its financial position and allow it to continue as a going concern, subject to appropriate restructuring measures being taken. The BRRD was implemented into Dutch law on 26 November 2015. See more fully described in the risk factor "*Resolution regimes may lead to fewer assets of the Issuer being available to investors for recourse for their claims, and may lead to lower credit ratings and possibly higher cost of funding.*" in the Registration Document.

Subject to certain exceptions, as soon as any of proposed proceedings as described in such risk factor have been initiated by DNB, the Resolution Board or, as applicable, the Dutch Minister of Finance, a counterparty of the relevant bank or insurance company is prohibited from invoking or enforcing certain contractual rights (for example, contractual rights to terminate a contract or to demand payment, performance or security) pursuant to (contemplated or actual) action undertaken by DNB, the Resolution

Board or the Dutch Minister of Finance under the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, "**Wft**") or the SRM. This could affect the CBC's right to invoke or enforce provisions of the relevant Transaction Documents or the Covered Bondholders' rights under the Covered Bonds.

Furthermore, pursuant to the BRRD or other resolution or recovery rules which may in the future be applicable to the Issuer which could be used in such a way as to result in the debt instruments issued by the Issuer absorbing losses ("**Statutory Loss Absorption**"), the debt instruments could become subject to a determination by the DNB or other relevant authorities that all or part of the principal amount of the relevant debt instruments, including accrued but unpaid interest in respect thereof, must be written off or otherwise converted into Common Equity Tier 1 Capital or otherwise be applied to absorb losses. Pursuant to Article 44 paragraph 2 sub (b) of the BRRD (as implemented in the Netherlands in article 3a:60 of the Wft, covered bonds are in principle excluded from the applicability of the write-down and conversion powers laid down in the BRRD (as complemented by the SRM Regulation). This means that, in principle, Covered Bonds cannot be written down following a bail-in intervention of the national authorities in relation to the Issuer. However, it cannot be excluded that such write-down powers may be used in relation to the Covered Bonds if and to the extent the aggregate Principal Amount Outstanding of the Covered Bonds would exceed the value of the collateral against which they are secured through the Guarantee and the Security and/or such Guarantee would not qualify as collateral. Such determination shall not constitute an Issuer Event of Default and Covered Bondholders will have no further claims in respect of any amount so written off or otherwise as a result of such Statutory Loss Absorption.

Accordingly, it is possible that the exercise of any Statutory Loss Absorption or other intervention or resolution powers or measures by DNB or other relevant authorities could result in losses to, or otherwise affect the rights of, Covered Bondholders and/or could affect the ratings assigned to the Covered Bonds.

*The risk that an investor may be unable to enforce US civil judgments against the Issuer or the CBC.*

The Issuer and the CBC are companies incorporated under the laws of the Netherlands. A substantial part of the assets of the Issuer and the CBC are located outside the United States. In addition, substantially all of the Issuer's and CBC's officers and directors reside outside the United States and a substantial part of the assets of these persons are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer, CBC or such persons or to enforce against any of them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any State or territory within the United States.

***E. Tax risks***

*The risk that Covered Bondholders will be subject to withholding tax under FATCA.*

Under the United States Internal Revenue Code of 1986 (commonly referred to as Foreign Account Tax Compliance Act) ("**FATCA**") the Issuer and other non-US financial institutions ("**FFI**") through which payments on Covered Bonds (including original issue discount, if any, principal and redemption proceeds) are made may be required to withhold US tax in certain circumstances. Payments on Covered Bonds might become subject to US withholding tax under FATCA if the payments were considered (in whole or in part) to be "foreign pass-thru payments" within the meaning of the FATCA rules. Furthermore, Covered Bonds that are issued on or before the date that is two years after regulations defining the term "foreign pass thru payment" are filed with the Federal Register (the "**grandfathering period**") will not be subject to FATCA Withholding unless the Covered Bonds are considered to be equity for US federal income tax purposes or the Covered Bonds are "materially modified" for U.S. federal income tax purposes after the end of the grandfathering period. No withholding would be required on payments made directly to an investor that is not an FFI to the extent an investor provides information to the Issuer (or other FFI through which payments on the Covered Bonds are made) sufficient for the Issuer (and any other FFI through which payments on the Covered Bonds are made) to determine whether the investor is a US person or should otherwise be treated as holding a "United States Account" under FATCA (and consents, where necessary, to the disclosure of its information to the U.S. Internal Revenue Service) and, in the case of an investor that is a non-US entity, provides certifications or information regarding its US ownership.

On 18 December 2013 The Netherlands and the United States signed an intergovernmental agreement ("**IGA**") for the automatic exchange of data between the tax authorities of both countries in relation to the implementation of FATCA. The Issuer and the CBC have obtained Global Intermediary Identification

Numbers (GIINs) with the U.S. Internal Revenue Service and based on the IGA should qualify as registered deemed compliant FFIs. As a deemed compliant FFI, the Issuer will not be subject to 30% FATCA Withholding. The obligations of the Issuer under the IGA include obtaining information from its account holders, which may include investors in the Covered Bonds. Certain investors that do not provide to the Issuer the information required under FATCA to establish that the investor is eligible to receive payments free of FATCA Withholding may be subject to 30% U.S. withholding on certain payments it receives in respect of the Covered Bonds.

Where Covered Bonds are in global form and held by Euroclear, Clearstream, Luxembourg, Euroclear Netherlands, DTC or any other agreed clearing system, as the case may be (together, the "**ICSDs**") it is not expected that FATCA will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA Withholding. FATCA may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of FATCA Withholding, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA Withholding. Investors should choose custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA Withholding

If an amount in respect of FATCA Withholding tax were to be deducted or withheld from any payments on the Covered Bonds, none of the Issuer, the CBC, or any paying agent would be required to pay any additional amounts as a result of the deduction or withholding of such tax. As a result, investors who are FFIs that have not entered into an FFI agreement, investors that hold Covered Bonds through such FFIs or investors that are not FFIs but have failed to provide required information to an FFI that has entered into an FFI agreement may be subject to withholding tax for which no additional amount will be paid by the Issuer or the CBC. Any FATCA Withholding may adversely impact the return for investors on their Covered Bonds.

*The risk that the conditional withholding tax on interest in The Netherlands may have an adverse effect on the Issuer, the holders of Covered Bonds and/or the CBC and their financial position.*

The Netherlands has introduced a withholding tax on (deemed) interest payments as of 1 January 2021 pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*). This withholding tax generally applies to interest payments made by an entity tax resident in The Netherlands, like the Issuer, to an affiliated entity and certain other conditions are met. The rate of such tax is equal to the applicable headline Dutch corporate income tax rate (25.8% in 2025). A more detailed description of the Dutch conditional withholding tax can be found under *1.4 Taxation in The Netherlands*.

Should this conditional withholding tax fall due, this may have an adverse effect on the Issuer, the holders of Covered Bonds, and/or the CBC and their financial position. In practice, the Issuer may not always be able to assess whether withholding tax must be withheld for the account of a holder of Covered Bonds. The legislative history is unclear on the Issuer's responsibilities to determine the absence of affiliation (one of the requirements) in respect of covered bonds issued in the market, like the Covered Bonds.

As provided in Condition 7 (*Taxation*), if withholding or deduction is required under the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*), the Issuer or the Paying Agent (as the case may be) will make the required withholding or deduction of such taxes for the account of the holder of Covered Bonds and shall not be obliged to pay any additional amounts to the holder of Covered Bonds in respect of the withholding or deduction.

This means that Covered Bondholders will not be entitled to receive grossed-up amounts to compensate for the conditional withholding tax on interest in The Netherlands (if such withholding would be required). As a result, investors may receive less interest than expected and the return on their Covered Bonds could be significantly adversely affected.

*The Covered Bondholders may not receive any payments from the CBC to compensate for any tax withheld by the CBC on behalf of a Dutch taxing authority.*

Notwithstanding anything to the contrary in this Securities Note, if withholding of, or deduction on account of any present or future taxes, duties, assessments or charges of whatever nature is imposed by or on behalf of The Netherlands, any authority therein or thereof having power to tax, in respect of any payment made by the CBC, the CBC will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Covered Bondholders, as the case may be, and shall not be obliged to pay any additional amounts to the Covered Bondholders. Therefore, the Covered Bondholders may not expect that the CBC will compensate them for any tax withheld by the CBC on behalf of a Dutch tax authority.

**2. Risk Factors Regarding the Guarantor and the Guarantee**

*The risk that Covered Bondholders may not receive the full amounts due to them from the CBC as the CBC has limited resources, the value of which depends on a number of factors and may be insufficient to meet the CBC's obligations under the Guarantee.*

The CBC's ability to meet its obligations under the Guarantee will depend on the realisable value of Transferred Assets (net of, without limitation, amounts due to any Participants in the case of Participation Receivables), the amount of principal and revenue proceeds generated by the Transferred Assets (net of, without limitation, amounts due to any Participants in the case of Participation Receivables) and Authorised Investments and the timing thereof and amounts received from the Swap Providers (if any), any Participants and the Account Bank and, in respect of HB Covered Bonds only, prior to a CBC Event of Default and following a Breach of the Pre Maturity Test only, any amounts available under a CBT Facility. The CBC will not have any other source of funds available to meet its obligations under the Guarantee and the recourse of the Secured Creditors on the CBC is limited to such assets.

If a CBC Event of Default occurs and the Security created by or pursuant to the Security Documents is enforced, the Secured Property may not be sufficient to meet the claims of all the Secured Creditors, including the Covered Bondholders. Upon the occurrence of any Issuer Event of Default or a CBC Event of Default, the CBC or the Trustee, as the case may be, could experience difficulty with any sale of the relevant Transferred Receivables, particularly with respect to the price achievable and the timing of such sale. If, following enforcement of the Security constituted by or pursuant to the Security Documents, the Secured Creditors have not received the full amount due to them pursuant to the terms of the Transaction Documents, then they may still have an unsecured claim against the Issuer for the shortfall. There is no guarantee that the Issuer will have sufficient funds to pay that shortfall.

Covered Bondholders should note that the Asset Cover Test has been structured to ensure that the Adjusted Aggregate Asset Amount is greater than the aggregate Principal Amount Outstanding of the Covered Bonds for so long as Covered Bonds remain outstanding, which should reduce the risk of there ever being a shortfall. Also, under the CB Legislation the Issuer will be required to ensure that, in addition to the mandatory liquidity buffer required to be maintained or generated by the CBC, (i) the nominal value of the claims for payment attached to the eligible cover assets (including Transferred Receivables) is at least equal to the nominal value of the obligations under the Covered Bonds, which include repayment of principal, payment of interest, payment obligations under derivative contracts and expected costs related to maintenance and administration for the winding-down of the Programme, and (ii) the nominal value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation (including by reference to Article 129 CRR)) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds subject to a statutory minimum level of overcollateralisation of 5 per cent. These legislative asset coverage (including overcollateralisation) requirements do not provide for a deduction of certain risks in the manner described in this Securities Note in respect of the Asset Cover Test. The Transferred Assets contributing towards compliance with the Asset Cover Test are also used to comply with such legislative asset coverage (including overcollateralisation) requirements under the CB Legislation.However, there is no assurance that there will not be a shortfall. The holders of the Covered Bonds will bear the risk of such a shortfall on payments due under the Transaction Documents as there may be insufficiency of resources of the Issuer or the CBC. As a result, Covered Bondholders may not receive payment at all or these payments may not cover all amounts the Covered Bondholders may expect to receive.

*The Guarantee will be solely the payment obligation of the CBC and to the extent that the CBC's assets are not sufficient to fulfil its obligations under the Guarantee, Covered Bondholders may not be able to take recourse against any other entity or person other than the CBC.*

The payment obligations under the Guarantee will solely be the obligation of the CBC, the payment obligations under the Guarantee will not be obligations or responsibilities of, or guaranteed by, any other entity or person other than the CBC. The CBC will be liable solely in its corporate capacity for its obligations in respect of the Guarantee and such obligations will not be the obligations of its respective officers, members, directors, employees, security holders or incorporators. To the extent that the CBC's corporate assets are not sufficient to fulfil its obligations under Guarantee, Covered Bondholders may not be able to take recourse against third parties for payment and the CBC's obligations under the Guarantee may not be fully met. This may lead to losses under the Covered Bonds.

*The risk that the CBC may not make full and timely payments pursuant to its obligations under the Guarantee due to the non-performance of third parties on which the CBC relies, such as the Servicers or the Administrator, of their obligations to the CBC.*

The CBC has entered into agreements with a number of third parties, which have agreed to perform services for the CBC. In particular, but without limitation, the Initial Servicer has been (and New Servicers may be) appointed to service the Transferred Receivables, the Administrator has been appointed to monitor compliance with the Asset Cover Test, the Pre-Maturity Test in respect of each Series of HB Covered Bonds and the Amortisation Test and to provide administration services to the CBC and the Asset Monitor has been appointed to conduct agreed upon procedures on the arithmetic accuracy of the calculations performed by the Administrator annually and in certain circumstances more frequently in respect of the Asset Cover Test and monthly in respect of the Amortisation Test with a view to report factual findings with regard to such calculations. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of the Transferred Assets or any part thereof may be affected, or, pending such realisation (if the Transferred Assets or any part thereof cannot be sold), the ability of the CBC to make payments under the Guarantee may be affected. For instance, if a Servicer has failed to adequately administer the Transferred Receivables, this may lead to higher incidences of non-payment or default by Borrowers. The CBC is also reliant on the Swap Providers to provide it with the relevant funds necessary to match its obligations under the Guarantee (in full or in part). If the CBC cannot meet its obligations under the Guarantee, this may lead to losses under the Covered Bonds.

Thus, payments due to Covered Bondholders by the CBC may be affected by the performance of third parties such as the Servicers, the Administrator and the Issuer.

*The risk that the CBC's obligation to pay Guaranteed Final Redemption Amounts in respect of a Series of SB Covered Bonds shall automatically be deferred to the relevant Extended Due for Payment Date if the CBC has insufficient funds available to make payments in respect of such Series at the relevant Extension Date. Also, such extension may result in such Series of SB Covered Bonds becoming subject to final repayment after a Series of HB Covered Bonds having the same or up to twelve (12) calendar months later Final Maturity Date.*

If the CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount in respect of a Series of SB Covered Bonds and has insufficient monies available under the relevant Priority of Payments to pay the Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds on the Extension Date, then the obligation of the CBC to pay such Guaranteed Amount shall automatically be deferred to the relevant Extended Due for Payment Date. However, to the extent the CBC has sufficient monies available to pay in part the Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds, the CBC shall make such partial payment in accordance with the relevant Priority of Payments, as described in, and subject to, Condition 3 (*The Guarantee*) on the relevant Extension Date and any subsequent Interest Payment Date falling prior to the relevant Extended Due for Payment Date. Payment of the unpaid amount under such Series of SB Covered Bonds shall be deferred automatically until the applicable Extended Due for Payment Date. The Extended Due for Payment Date will fall twelve (12) calendar months after the Final Maturity Date. Interest will continue to accrue and be payable on the unpaid Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (*Interest*), *mutatis mutandis*. In these circumstances, except where the CBC has failed to apply monies in accordance with the relevant Priority of Payments in accordance with Condition 3 (*The Guarantee*), failure by the CBC to pay the relevant Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds on the Extension Date or any subsequent Interest Payment Date falling prior to the Extended Due for Payment Date (or the relevant later date in case of an applicable grace period) shall not constitute a CBC Event of Default. However, failure by the CBC to pay such Guaranteed Final Redemption Amount or the balance

thereof, as the case may be, on the relevant Extended Due for Payment Date and/or pay any other amount due under the Guarantee will (subject to any applicable grace period) constitute a CBC Event of Default.

In addition, as a result of this extension feature applicable to Series of SB Covered Bonds, the Guaranteed Final Redemption Amount in respect of a Series of HB Covered Bonds with a certain Final Maturity Date, may become due (and be paid) by the CBC (a) up to twelve (12) calendar months prior to the Guaranteed Final Redemption Amount in respect of a Series of SB Covered Bonds having the same Final Maturity Date as such Series of HB Covered Bonds and (b) prior to the Guaranteed Final Redemption Amount in respect of any Series of SB Covered Bonds with an up to twelve (12) calendar months earlier Final Maturity Date.

Therefore, Covered Bondholders may not receive payments at the moment they anticipated to receive payments and these payments may not cover all amounts Covered Bondholders may expect to receive.

*The risk that the Pre-Maturity Test (which only intends to procure liquidity for HB Covered Bonds) and/or the Mandatory Liquidity Test does not provide enough liquidity for Covered Bonds.*

The Issuer may issue Series of HB Covered Bonds from time to time under the Programme. Any obligation of the CBC to pay the Guaranteed Final Redemption Amount in respect of a Series of HB Covered Bonds will not be extended and will be due at the relevant Final Maturity Date (subject to any applicable grace period). The Pre-Maturity Test will only apply to each Series of HB Covered Bonds and is intended to procure liquidity for the CBC in respect of principal due on the Final Maturity Date of such Series of HB Covered Bonds in case the ratings of the Issuer fall below the Pre-Maturity Minimum Ratings.

In addition, under the CB Legislation the Issuer will, amongst other things, be required to ensure that at all times sufficient liquidity is maintained or generated by the CBC to cover the maximum cumulative net liquidity outflow (including all payment outflows falling due on one day, including principal and interest payments and payments under derivative contracts forming part of the Programme, net of all payment inflows falling due on the same day for claims related to the cover assets) for the following 180 day-period, in each case as calculated and determined in accordance with the CB Legislation (i.e. the Mandatory Liquidity Test).

However, there is no assurance that there will not be a liquidity shortfall in respect of HB Covered Bonds and/or SB Covered Bonds despite the relevant measures required to be taken to provide for such liquidity. If such liquidity shortfall exists, Covered Bondholders may not receive payments at the moment they anticipated to receive payments and these payments may not cover all amounts Covered Bondholders may expect to receive.

*Risk that the Interest Cover Reserve Fund Required Amount may not be sufficient to cover any shortfall between the amounts of interest received by the CBC and the rate of interest payable on the outstanding Covered Bonds.*

If any of the Issuer's ratings falls below the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, the CBC is required to, among other things, establish an Interest Cover Reserve Fund and the Issuer is required to fund and maintain such Interest Cover Reserve Fund. The amounts to be paid by the Issuer in order to fund and maintain the Interest Cover Reserve Fund are calculated by reference to the rate of interest received on Transferred Collateral on a three (3) month basis for up to four consecutive periods of twelve (12) months. In order to calculate such amount, the Issuer will need make certain assumptions and estimates. The Interest Cover Reserve Fund may only be debited if on any CBC Payment Date there is a shortfall between the Scheduled Interest payable on such date and any amounts otherwise available to the CBC for such purpose. An amount standing to the credit of the Interest Cover Reserve Fund equal to such shortfall shall form part of the Available Revenue Receipts on any CBC Payment Date.

The amounts standing to the credit of the Interest Cover Reserve Fund may be insufficient to cover any shortfall between the actual rates of interest and revenue on the Transferred Receivables or the rates of interest or revenue payable on the other Transferred Assets, the Substitution Assets, the Authorised Investments and the balance of the AIC Account and the actual rate of interest payable on the outstanding Covered Bonds, as well as other mismatches which may adversely affect the realisation value of the Transferred Receivables, and/or the CBC's ability to fulfil its obligations under the Guarantee.

Thus, payments due to Covered Bondholders by the CBC may be affected by the assumptions made by the Issuer, its performance to fund the relevant amount and the actual receipts of amounts of interest by the CBC and the actual amounts of interest payable by the CBC on the outstanding Covered Bonds.

*The risk that the CBC may not be able to fulfil its obligations under the Guarantee, as cashflows from the Transferred Assets will run through the CBC only upon a Notification Event and service of a Notice to Pay or CBC Acceleration Notice on the CBC, thereby leaving the CBC with no control over such cashflows until such an event occurs.*

For as long as no Notification Event has occurred and no Notice to Pay or CBC Acceleration Notice has been served on the CBC, no cashflows will run through the CBC unless required pursuant to the terms of the Transaction Documents. In those circumstances the Originators will be entitled to receive and retain the proceeds from the Transferred Assets for their own benefit. In addition, the Issuer will, as consideration for the CBC assuming the Guarantee, pay all costs and expenses of the CBC and make and receive all payments to be made or received by the CBC under any Swap Agreement. Upon the earlier to occur of a Notification Event and service of a Notice to Pay or CBC Acceleration Notice on the CBC, cashflows will run through the CBC and will be applied in accordance with the relevant Priority of Payments (except that any collateral to be provided by a Swap Provider following its downgrade will be delivered to the CBC irrespective of whether any Notification Event has occurred or any Notice to Pay or CBC Acceleration Notice has been served at such time). As the CBC does not have control over the cashflows from Transferred Receivables unless one of the events described above occurs, the CBC's ability to fulfil its obligations under the Guarantee may be limited. If the Issuer for whatever reason does not make the requested payments for the CBC and the Originators received and retained the relevant proceeds for their own benefit this may potentially adversely affect the CBC's ability to fulfil its obligations under the Guarantee and this may result in losses under the Covered Bonds.

*The risk that, if a CBC Event of Default occurs, amounts owed by the CBC to the holders of the Covered Bonds may be paid later than provided in the Transaction Documents and only partially or not at all. Before such time Covered Bondholders will receive payments from the CBC on any Guaranteed Amounts only when such payments are due and only in accordance with the provisions of the Transaction Documents.*

The CBC has no obligation to pay the Guaranteed Amounts payable under the Guarantee until service by the Trustee:

- on the Issuer of an Issuer Acceleration Notice and on the CBC of a Notice to Pay; or
- if earlier, on the Issuer and the CBC of a CBC Acceleration Notice.

A Notice to Pay can only be served if (a) an Issuer Event of Default occurs and results in service by the Trustee of an Issuer Acceleration Notice on the Issuer or (b) a Breach of the Asset Cover Test or Breach of the Pre-Maturity Test occurs. A CBC Acceleration Notice can only be served if a CBC Event of Default occurs.

Following service of an Issuer Acceleration Notice on the Issuer, a Notice to Pay will be served by the Trustee on the CBC. However, a failure by the Issuer to make a payment in respect of one or more Series will not automatically result in the service of an Issuer Acceleration Notice. The Trustee may, but is not obliged to, serve an Issuer Acceleration Notice unless and until (i) default is made by the Issuer for a period of 7 calendar days or more in the payment of principal or a redemption amount or for a period of 14 calendar days or more in the payment of any interest, or if the Issuer is adjudged bankrupt or (ii) requested or directed by a Programme Resolution of the Covered Bondholders of all Series then outstanding.

If a Notice to Pay is served by the Trustee on the CBC following (i) a Breach of the Pre-Maturity Test or (ii) a Breach of the Asset Cover Test, the CBC will not be obliged to make payments under the Guarantee until (a) an Issuer Event of Default has occurred and an Issuer Acceleration Notice has been served or (b) a CBC Event of Default has occurred and a CBC Acceleration Notice has been served.

Following service of a Notice to Pay on the CBC (provided (a) an Issuer Event of Default has occurred and an Issuer Acceleration Notice has been served and (b) no CBC Acceleration Notice has been served) under the terms of the Guarantee the CBC will be obliged to pay Guaranteed Amounts as and when the same are Due for Payment. Such payments will be subject to and will be made in accordance with the Post-Notice-to-Pay Priority of Payments. In these circumstances, other than the Guaranteed Amounts the CBC will not

be obliged to pay any amount, for example in respect of broken funding indemnities, penalties, premiums, default interest or interest on interest which may accrue on or in respect of the Covered Bonds.

Subject to applicable grace periods, if the CBC fails to make a payment when Due for Payment under the Guarantee or any other CBC Event of Default occurs then the Trustee may accelerate the Covered Bonds (to the extent not yet accelerated) by service of a CBC Acceleration Notice, whereupon the CBC will under the Guarantee owe the Early Redemption Amount of each Covered Bond, together with accrued interest and certain other amounts then due under the Covered Bonds. Following service of a CBC Acceleration Notice, the Trustee may enforce the Security over the Secured Property. The proceeds of enforcement of the Security shall be applied by the Trustee in accordance with the Post-CBC-Acceleration-Notice Priority of Payments, and Covered Bondholders will receive amounts from the CBC on an accelerated basis. If a CBC Acceleration Notice is served on the CBC then the Covered Bonds may be repaid sooner or later than expected and they may be repaid, only partially or not at all. Therefore, Covered Bondholders may not receive payments at the moment they expect to receive payments and these payments may not cover all payments Covered Bondholders may expect to receive.

*The CBC's ability to meet its obligations under the Guarantee may be adversely affected by the relatively slow rate of principal repayment of Borrowers.*

The fiscal incentives mentioned below under "*Changes to Dutch laws on tax deductibility of interest may result in an increase of Loan defaults, thereby adversely affecting the CBC's ability to recover fully and/or timely on the Transferred Receivables related to such Loans and, as a consequence, adversely affect the CBCs ability to meet fully and/or timely its obligations under the Guarantee*" in relation to interest deductibility have resulted in a tendency amongst borrowers for many years on a large scale to opt for products that do not directly involve principal repayment until the maturity of the mortgage loan, such as interest-only, savings, life and investment mortgage loans or a combination of these types (whereby interest-only mortgage loans are currently still a common mortgage loan type, subject to applicable legislation). Under the interest-only, savings, life and investment types of mortgage loans no principal is repaid during the term of the contract. Instead, save in the case of interest-only mortgage loans, the Borrower makes payments into a savings account, towards endowment insurance or into an investment fund. Upon maturity, amounts available pursuant to the savings accounts, the insurance contract or the investment funds are applied to repay the mortgage loans. Upon the legal maturity of an interest-only mortgage loan, the borrower will be required to make a "bullet" or "balloon" payment that will legally represent the entirety of the principal amount outstanding. The ability of a borrower to repay an interest-only mortgage loan at maturity will often depend on such borrower's ability to refinance or sell the Property or to obtain funds from another source. The ability of a Borrower to sell or refinance the Property will be affected by a number of factors, including the value of the Property, the Borrower's equity in the Property, the financial condition of the Borrower, tax laws and general economic conditions at the time. Moreover, the mortgage loans conditions in respect of interest-only mortgage loans do not require a Borrower to put in place alternative funding arrangements. Should Property values decline, Borrowers under the Loans may have insufficient equity to refinance their Loans and may have insufficient resources to pay amounts in respect of their loans as and when they fall due.

Prepayment penalties that are incorporated in mortgage loan contracts tend to lower prepayment rates in The Netherlands. Penalties are generally calculated as the net present value of the interest loss to the lender upon prepayment.

In The Netherlands, lower rates of prepayment and repayment of the principal amount outstanding on mortgage loans throughout the term of those loans means that the exposure of the Originators to the Borrowers of the Loans tends to remain high over time and that in the event of a default in payment by a Borrower, the relevant Originator would be likely to suffer higher losses than on a mortgage loan subject to a higher rate or prepayment and/or repayment. The value of Transferred Receivables supporting (through the Guarantee) the Covered Bonds is designed to reflect the risks associated with this exposure. Nonetheless, if and to the extent that the CBC has to rely on the cashflow of the Loans to fund its obligation under the Guarantee, the relatively slow rate of principal repayment may adversely impact the Transferred Assets' value realisation, and, consequently, the CBC's ability to meet fully and/or in a timely manner its obligations under the Guarantee. This may result in losses under the Covered Bonds.

*The Trustee may face limitations in enforcing the CBC's pledges in the event of an insolvency proceeding against the CBC under Dutch law.*

Under or pursuant to the Security Documents, various Dutch law pledges are granted by the CBC to the Trustee. A Dutch pledge can serve as security for monetary claims (*geldvorderingen*) only and can only be enforced upon default (*verzuim*) of the obligations secured thereby. Foreclosure on pledged property is to be carried out in accordance with the applicable provisions and limitations of the Dutch Civil Code and the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).

The CBC is a special purpose entity and is therefore unlikely to become subject to a bankruptcy (*faillissement*) or suspension of payments (*surseance van betaling*) (the "**Dutch Insolvency Proceedings**"). Should the CBC nevertheless be subjected to Dutch Insolvency Proceedings, the Trustee as pledgee can exercise the rights afforded by Dutch law to pledgees as if there were no Dutch Insolvency Proceedings. However, Dutch Insolvency Proceedings involving the CBC would affect the position of the Trustee as pledgee in some respects.

If and to the extent that assets purported to be pledged by the CBC to the Trustee are future assets (i.e. assets that have not yet been acquired by the CBC or that have not yet come into existence) at the moment Dutch Insolvency Proceedings take effect (i.e. at 0:00 hours on the date Dutch Insolvency Proceedings are declared), such assets are no longer capable of being pledged by the CBC (unless the liquidator would agree). This would for example apply with respect to amounts that are paid to the CBC Accounts following the CBC's Dutch Insolvency Proceedings taking effect. As such crediting of the relevant CBC Account would not yet have occurred when the Dutch Insolvency Proceedings take effect, the resulting receivable of the CBC *vis-à-vis* the Account Bank would qualify as a future asset. However, if following Dutch Insolvency Proceedings taking effect, amounts are due to be paid under receivables that have been pledged to the Trustee prior to such Dutch Insolvency Proceedings taking effect, the Trustee as pledgee could through notification to the relevant debtors prevent that such pledged receivables are discharged through payment to the CBC Accounts. The Trustee as pledgee is entitled itself to collect such receivables, in other words by requesting the relevant amounts be transferred into its own bank account, following notification of the assignment and pledge to the relevant debtor. Notification of the pledge may occur following the occurrence of a Notification Event. As long as no notification of the assignment has taken place in respect of pledged Transferred Receivables, the relevant debtor must continue to pay to the relevant Originator. Under "*Section B.3 Guarantee Support*" below, the position of the CBC is described in respect of payments so made to the relevant Originator prior to or after such Originator's possible Dutch Insolvency Proceedings taking effect. In respect of payments under pledged Transferred Receivables made to the CBC following notification of the assignment but prior to notification of the pledge and prior to Dutch Insolvency Proceedings of the CBC taking effect and not on-paid to the Trustee, the Trustee will be an ordinary, non-preferred creditor, having an insolvency claim (*voor verificatie vatbare vordering*). In respect of post-insolvency payments, the Trustee will be a preferred creditor having an insolvency claim (*voor verificatie vatbare vordering*). Creditors of insolvency claims have to share in the general insolvency costs and have to await finalisation of a (provisional) distribution list ((*voorlopige) uitdelingslijst*). Therefore, the Trustee may have insufficient funds available to fulfil the CBC's payment obligations under the Covered Bonds. This may lead to losses under the Covered Bonds.

Furthermore, the following mandatory rules of Dutch insolvency law may affect the enforcement of the Trustee's pledges:

- a statutory stay of execution ('cooling-off period') of up to two months - with a possible extension by up to two more months - may be imposed during each type of Dutch Insolvency Proceedings by court order. Such stay of execution does not prevent the Trustee from giving notice to the debtors of any pledged receivables and collecting the proceeds thereof. However, where applicable, it will prevent the Trustee from (i) taking recourse against any amounts so collected during such stay of execution and (ii) selling pledged assets to third parties (see also the paragraph named "*Risk that the CBC or certain of its counterparties may become subject to debt restructuring proceedings pursuant to the WHOA, which may affect the rights of the Trustee under the Security and Covered Bondholders under the Guarantee and therefore the Covered Bonds*");

- the liquidator in bankruptcy can force the Trustee to enforce its security right within a reasonable period of time, failing which the liquidator in bankruptcy will be entitled to sell the pledged assets and distribute the proceeds. In such case, the Trustee will receive payment prior to ordinary, non-preferred creditors having an insolvency claim but after creditors of the estate (*boedelschuldeisers*).

It should be noted, however, that this power of the liquidator in bankruptcy only aims to prevent a secured creditor from delaying the enforcement of the security without good reason; and

- excess proceeds of enforcement must be returned to the CBC in its Dutch Insolvency Proceedings; they may not be set-off against an unsecured claim (if any) of the Trustee on the CBC. Such set-off is in principle allowed prior to the Dutch Insolvency Proceedings.

Similar or different restrictions may apply in the event of any proceeding equivalent or analogous to Dutch Insolvency Proceedings under the laws of any other jurisdiction (together with the Dutch Insolvency Proceedings, the "**Insolvency Proceedings**"). Accordingly, even though the CBC has been set up as a bankruptcy remote entity, if Dutch Insolvency Proceedings are nevertheless commenced against the CBC, the Trustee's enforcement rights of the pledges by the CBC may be adversely affected. As a result, the Trustee may be unable to enforce the CBC's pledges in full or in time, in turn affecting the amounts available for payments due to the holders of the Covered Bonds, which may result in losses under the Covered Bonds.

*As a result of the use of the "parallel debt" structure, if the Trustee becomes subject to a Dutch Insolvency Proceeding, payments made to it pursuant to the CBC's pledges and any proceeds of the Security will be part of the Trustee's assets, which may adversely impact the timely and/or full payment to the holders of the Covered Bonds from such CBC's pledges and any proceeds of the Security.*

It is intended that the CBC grants pledges to the Trustee for the benefit of the Secured Creditors. However, under Dutch law there is no concept of trust and it is uncertain whether a pledge can be granted to a party other than the creditors of the receivables purported to be secured by such pledge. The Issuer has been advised that under Dutch law a 'parallel debt' structure can be used to give a trustee its own, separate, independent right of claim on identical terms as the relevant creditors. For this purpose, the Trust Deed creates a parallel debt of the CBC to the Trustee, equal to the corresponding Principal Obligations, so that the Security can be granted to the Trustee in its own capacity as creditor of the parallel debt. Should the Parallel Debt not constitute a valid basis for the creation of security rights as included in the Security Documents, such pledges will not be effective and therefore the Trustee may have insufficient funds available to fulfil the CBC's payment obligations under the Covered Bonds. This may result in losses under the Covered Bonds.

In the Trust Deed it is agreed that obligations of the CBC to the Trustee under the parallel debt shall be decreased to the extent that the corresponding principal obligations to the Secured Creditors are reduced (and *vice versa*). In the Trust Deed the Trustee agrees to act as trustee as abovementioned and agrees:

- to act for the benefit of the Secured Creditors in administering and enforcing the Security; and

- to distribute the proceeds of the Security in accordance with the provisions set out in the Trust Deed.

The Trustee is a special purpose vehicle and is unlikely to become insolvent. However, any payments in respect of the parallel debt and any proceeds of the enforcement of the Security (in each case to the extent received by the Trustee) are, in the event that the Trustee becomes subject to Dutch Insolvency Proceedings, not separated from the Trustee's other assets, so the Secured Creditors accept a credit risk on the Trustee, which may lead to losses under the Covered Bonds. Should the Trustee become insolvent, the Secured Creditors will have an unsecured claim on the bankrupt estate of the Trustee.

*The risk that the CBC does not have full proprietary or security rights to certain Substitution Assets transferred to it.*

Under the Guarantee Support Agreement the Originators are permitted to transfer to the CBC Substitution Assets which are not deposited with Euroclear or of which the transfer is not subject to the Wge and which are not credited to a securities account in the name of the transferor of the assets in the Netherlands or Belgium. However, such Substitution Assets may only be transferred if Rating Agency Confirmation is obtained and the CBC and the Trustee, respectively, are satisfied that they will receive proprietary rights or security rights, respectively, of equivalent status and ranking for such Substitution Assets as they would have received if Eligible Receivables or Eligible Collateral had been transferred and pledged, respectively.

Nevertheless, there is a risk that the CBC and the Trustee may not obtain proprietary and security rights to such Substitution Assets transferred to them equivalent to those which they receive in respect of Eligible

Receivables or Eligible Collateral potentially. Thus, the CBC's and the Trustee's rights to such Substitution Assets may be limited, thereby affecting adversely their ability to fulfil their respective obligations under the relevant Transaction Documents. This may lead to losses under the Covered Bonds.

*Risk that the CBC or certain of its counterparties may become subject to debt restructuring proceedings pursuant to the WHOA, which may affect the rights of the Trustee under the Security and Covered Bondholders under the Guarantee and therefore the Covered Bonds*

Under the Act on Confirmation of Extrajudicial Restructuring Plans (*Wet Homologatie Onderhands Akkoord,* "**WHOA**"), a proceeding somewhat similar to the chapter 11 proceedings under United States bankruptcy law and the scheme of arrangement under English bankruptcy laws, is available for companies in financial distress, where the debtor stays in possession and can offer a composition plan to its creditors (including secured creditors and shareholders) which is binding on them and changes their rights provided all conditions are met.

A judge can, amongst other things, refuse to accept a composition plan if an affected creditor who did not vote in favour of such composition plan and who will be worse off than in case of an insolvency so requests. If a proposal has been made or if the debtor undertakes to make a proposal within 2 months from the date it deposits a statement with the court that it has started to make such proposal, a judge may during such proceedings grant a stay on enforcement of a maximum of 4 months, with a possible extension of 4 months. During such period, amongst other things, a pledgee of claims may not collect nor notify the borrowers in case of an undisclosed pledge. The new legislation also allows that group companies providing guarantees for the debtor's obligations are included in the plan, if (i) the relevant group companies are reasonably expected to be unable to pay their debts as they fall due, (ii) they have agreed to the proposed restructuring plan insofar as it concerns their obligations and (iii) the court has jurisdiction over the relevant group companies. A debtor may offer its creditors a composition plan which may also entail changes to the rights of any of its creditor. As a result thereof, it may well be that claims of creditors against the CBC can be compromised as a result of a composition if the relevant majority of creditors within a class vote in favour of such a composition. The WHOA can provide for restructurings that stretch beyond Dutch borders.

The WHOA is not applicable to banks and insurers (and certain other regulated financial institutions). Although the WHOA is not applicable to banks and insurers and seems inappropriate to be applied for the CBC with a view to the structure of the transaction and the security created under the Security, the WHOA when applied to the CBC could affect the rights of the Trustee under the Security and the Covered Bondholders under the Guarantee and therefore the Covered Bonds. The WHOA may also affect other counterparties of the CBC and/or the Trustee which may include the Borrowers and, therefore, this may also impact the performance by such parties vis-à-vis the CBC and/or the Trustee and result in losses under the Covered Bonds as further described above under "*The risk that the CBC may not make full and timely payments pursuant to its obligations under the Guarantee due to the non-performance of third parties on which the CBC relies, such as the Servicers or the Administrator, of their obligations to the CBC*".

*Improper maintenance of the collateral value of the Transferred Assets may adversely affect the realisable value of the Transferred Assets and, thereby, the CBC's ability to meet its payment obligations under the Guarantee.*

Prior to the service of a Notice to Pay, the Asset Monitor will, no later than five Business Days following receipt of the relevant information, test the arithmetic of the calculations performed by the Administrator in respect of the Asset Cover Test on the Calculation Date immediately preceding each anniversary of the Programme Date, i.e. once a year and will carry out such tests more frequently in certain circumstances. Following the service of a Notice to Pay, the Asset Monitor will no later than five Business Days following receipt of the relevant information be required to test the calculations performed by the Administrator on each Calculation Date in respect of each Amortisation Test.

If the collateral value of the Transferred Assets has not been maintained in accordance with the terms of the Asset Cover Test or the Amortisation Test, then that may affect the realisable value of the Transferred Assets or any part thereof (both before and after the occurrence of a CBC Event of Default) and/or the ability of the CBC to make payments under the Guarantee.

The Trustee shall not be responsible for monitoring compliance with, nor the monitoring of, the Asset Cover Test, any Pre-Maturity Test, the Mandatory Asset Quantity Test or the Amortisation Test or any other test,

or supervising the performance by any other party of its obligations under any Transaction Document. Furthermore, such tests are limited in scope and provide no guarantee that the tests are met in all respects.

Accordingly, to the extent that Transferred Assets are not maintained and monitored properly, the realisable value of such Transferred Assets by the CBC may be adversely affected, along with the CBC's ability to meet its obligations under the Guarantee. This may result in losses under the Covered Bonds.

*The CBC has only limited recourse to the Originators, limiting its ability to recover fully in the event of an Originator's breach of a Representation or Warranty, which in turn, may affect the CBC's ability to fulfil its obligations under the Guarantee.*

The CBC and the Trustee have not undertaken and will not undertake any investigations, searches or other actions on any Receivable and have relied and will rely instead on the Representations and Warranties given in the Guarantee Support Agreement by the relevant Originators in respect of the Transferred Receivables.

Subject to the terms of the Guarantee Support Agreement, if any Transferred Receivable was in material breach of the Receivable Warranties as of the relevant Transfer Date or is or becomes a Defaulted Receivable, then such Transferred Receivable will be excluded from the Asset Cover Test and the Amortisation Test. Such exclusion in principle means that the outcome of the Asset Cover Test and the Amortisation Test will be lowered (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators in such case do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

There is no further recourse to the relevant Originator in respect of a breach of a Representation or Warranty. There is no other recourse to the assets of the Originators if an Issuer Event of Default occurs or a CBC Event of Default occurs (save as is generally the case insofar as the assets of the Issuer for its obligations under the Covered Bonds are concerned).

Due to the CBC's limited recourse to the Originators, the CBC may not be able to fully recover on the Transferred Assets which, in turn, may adversely affect the CBC's ability to fulfil its obligations under the Guarantee.

*Market conditions may limit the CBC's ability to meet fully and/or timely its obligations under the Guarantee in the event of failure of the Pre-Maturity Test or if a certain Issuer Event of Default has occurred.*

If the Pre-Maturity Test in respect of a Series of HB Covered Bonds is failed or if an Issuer Event of Default has occurred and results in, amongst other things, a Notice to Pay being served on the CBC, the CBC may be obliged to sell or refinance Selected Receivables (selected on a random basis) in order to make funds available to the CBC to make payments to the CBC's creditors including to make payments under the Guarantee.

There is no guarantee that a buyer will be found to acquire Selected Receivables or that such Selected Receivables can be refinanced at the times required and there can be no guarantee or assurance as to the price or level of refinancing which may be able to be obtained, which may affect payments under the Guarantee.

Furthermore, there is no limit on the amount of Selected Receivables that may be elected for such sale or refinancing in proportion to other Transferred Receivables and other Transferred Assets of the CBC, which would take into account the CBC's guarantee obligations in respect of later maturing Covered Bonds. Although the intention of the Amortisation Test is to ensure that the ratio of the Transferred Assets to the Covered Bonds is maintained at a certain level, there can be no guarantee or assurance that, following any such sale or refinancing of Selected Receivables in relation to Earliest Maturing Covered Bonds or any other Series, there are sufficient Transferred Assets available to the CBC to make payments under, amongst other things, the Guarantee in respect of later maturing Covered Bonds.

Thus, the CBC may be unable to fulfil fully and/or timely its payment obligations under the Guarantee. This may result in losses under the Covered Bonds.

*Lack of representations and warranties in a sale of Selected Receivables may adversely affect the realisable value of such Selected Receivables, thereby limiting the CBC's ability to meet its payment obligations under the Guarantee.*

Following a failure of the Pre-Maturity Test in respect of a Series of HB Covered Bonds and/or the service of an Issuer Acceleration Notice and a Notice to Pay on the CBC, but prior to the service of a CBC Acceleration Notice, the CBC may be obliged to sell Selected Receivables to third party purchasers or refinance Selected Receivables, subject to a right of pre-emption enjoyed by the Originators pursuant to the terms of the Guarantee Support Agreement. In respect of any purchase or refinancing of Selected Receivables by third parties, however, the CBC will not be permitted to give warranties or indemnities in respect of those Selected Receivables (unless expressly permitted to do so by the Trustee). There is no assurance that the Originators would give any warranties or representations in respect of the Selected Receivables. Any Representations or Warranties previously given by the Originators in respect of the Transferred Receivables may not have value for a third party purchaser if the Originators are subject to an Insolvency Proceeding. Accordingly, there is a risk that the realisable value of the Selected Receivables could be adversely affected by the lack of representations and warranties, which in turn may adversely affect the ability of the CBC to meet its obligations under the Guarantee and this may lead to losses under the Covered Bonds.

*The Covered Bondholders will receive only limited information in relation to the Transferred Assets which may adversely impact their ability to fully evaluate their potential investment.*

Covered Bondholders will receive only certain statistical and other information in relation to the Transferred Assets, as set out in the Monthly Investor Reports which shall be prepared by the Administrator with assistance from the Servicer. Such information will not reflect any subsequent changes to the Portfolio between the relevant cut-off date for the preparation of such information and the relevant date on which it is published. It is expected that the constitution of the Transferred Assets may constantly change due to, for instance:

- the Originators transferring additional and/or new types of Eligible Assets to the CBC;
- New Originators acceding to the Transaction and transferring Eligible Assets to the CBC; and
- Originators re-acquiring Transferred Assets pursuant to their obligations, or right of pre-emption, under the Guarantee Support Agreement; and.
- payments made by the debtors in respect of the relevant Transferred Assets.

There is no assurance that the characteristics of new Eligible Assets will be the same as, or similar to, those of the Eligible Assets in the Portfolio as at the relevant Transfer Date. A change in the composition of the Transferred Assets may lower the quality and may result in a lower income received by the CBC than originally envisaged and this could ultimately lead to losses under the Covered Bonds.

*If the Initial Servicing Agreement is terminated there is a risk that the servicing and custody of the Transferred Receivables may be interrupted or otherwise adversely affected.*

If a Servicer Event of Default occurs pursuant to the terms of a Servicing Agreement, then the CBC and/or the Trustee will be entitled to terminate the appointment of the relevant Servicer and appoint a new servicer in its place.

There can be no assurance that a substitute servicer with sufficient experience of administering mortgages of residential properties would be found who would be willing and able to service the Transferred Receivables on the terms of the Servicing Agreement. The ability of a substitute servicer to perform fully the required services would depend, amongst other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute servicer may affect the realisable value of the Transferred Receivables or any part thereof, and/or the ability of the CBC to make payments under the Guarantee. However, if a Servicer ceases to be assigned a long-term unsecured, unguaranteed and unsubordinated debt obligation rating by Moody's of at least 'Baa3 (cr)' or by Fitch of at least 'BBB-', the CBC will use reasonable efforts to enter into a master servicing agreement with a third party.

Furthermore, it should be noted that the Trustee is not obliged in any circumstances to act as a Servicer or to monitor the performance by any Servicer of its obligations. Furthermore, Covered Bondholders will have no right to consent to or approve of any actions taken by a Servicer under a Servicing Agreement. None of the Servicers have (or will have, as applicable) any obligation themselves to advance payments that Borrowers fail to make in a timely fashion, which may result in the CBC not being able to meet its obligations under the Guarantee. This may lead to losses under the Covered Bonds.

*Risk relating to potential conflicts of interest of ABN AMRO Bank*

ABN AMRO Bank acts in different capacities under the Transaction Documents, including, but not limited to, as Issuer, Originator, Arranger, Dealer, Servicer, Administrator and Structured Swap Provider. ABN AMRO Bank shall have only the duties and responsibilities expressly agreed to by it in its relevant capacity in acting in such capacities in connection with such transactions and shall not, by virtue of its acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity.

In particular, ABN AMRO Bank as Servicer may hold and/or service claims against the Borrowers other than the Receivables and may offer other financial services to such Borrowers. The interests or obligations of the Servicer with regard to such other claims and services, may in certain aspects conflict with the interests of the Issuer and the Covered Bondholders, albeit that the Servicer must provide the services under the Servicing Agreement in such manner and with the same level of skill, care and diligence as would a person acting in accordance with the standards of a Reasonable Prudent Lender. Also, when for example acting in its capacity as Administrator and Structured Swap Provider, ABN AMRO Bank may, subject to the terms and conditions of the relevant Transaction Documents, be entitled or required to make certain determinations and judgments with a substantial degree of discretion, which may lead to a conflict of interests with the CBC, the Trustee and the Covered Bondholders, and which may ultimately influence the amounts received by the CBC and the CBC's ability to meet its obligations under the Guarantee. This may lead to losses under the Covered Bonds.

### *3. Risk Factors Regarding the Transferred Receivables, Security Rights and Set-off*

#### *A. Risks related to the Transferred Receivables and Related Security*

*Borrowers' defaults on their obligations under the Transferred Receivables may adversely affect the CBC's realisation on such Transferred Receivables, thereby adversely affecting the CBC's ability to fulfil its obligations under the Guarantee.*

Upon service of a Notice to Pay on the CBC (provided (a) an Issuer Event of Default has occurred and an Issuer Acceleration Notice has been served and (b) no CBC Acceleration Notice has been served), the CBC is expected to make payments under the Guarantee. The ability of the CBC to meet its obligations under the Guarantee will depend solely on the proceeds of the Transferred Assets. In this respect it should be noted that Borrowers may default on their obligations due under the Transferred Receivables. Defaults may occur for a variety of reasons. The Transferred Receivables are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, general or regional economic or housing conditions or environmental, social and political conditions, changes in tax laws, interest rates, inflation, high energy prices, the availability of financing, yields on alternative investments, political developments and geopolitical risks, government policies, epidemics and pandemics (like the COVID-19 crisis) and other environmental risks such as floods and earthquakes. Other factors in Borrowers' individual, personal or financial circumstances may affect the ability of Borrowers to make the required payments under the Transferred Receivables. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers or the Borrowers becoming subject to debt rescheduling arrangements (*schuldsaneringsregelingen*), and could ultimately have an adverse impact on the ability of Borrowers to make the required payments under the Transferred Receivables. In addition, the ability of a Borrower to sell a Property at a price sufficient to repay the amounts outstanding under that Transferred Receivable will depend upon a number of factors, including the availability of buyers for that Property, the value of that Property and property values in general at the time. A decline in value can be caused by many different circumstances, including without limitation individual circumstances relating to the Borrower (e.g. neglect of the property) or events that affect the Borrowers, such as catastrophic events, or a general or regional decline in value, which could be caused by physical risks arising from climate and weather-related events,

including but not limited to heatwaves, droughts, flooding, storms, rising sea levels, other extreme weather events or other natural and man-made disasters. In that respect it is noted that damages due to the influence of climate and weather-related events, for example house subsidence as a result of prolonged drought or damage due to major floods, are usually not covered or only partially covered by insurance. Furthermore, the current increasing interest rate environment, war, high and/or sustained inflation and rising energy prices may, among other things, reduce the income available for housing costs and may result in a negative effect on house prices and/or demand for mortgage loans.

As a Borrower's ability to meet its obligations under the Transferred Receivables depends on numerous factors beyond the control of the CBC, Borrowers may default on such obligations at any point, thereby adversely affecting the CBC's realisation under affected Transferred Receivables and, in turn, the CBC's ability to meet its obligations under the Guarantee, which could in turn lead to losses under the Covered Bonds.

*Property valuations may not accurately reflect the value or condition of the mortgaged Property and actual foreclosure proceeds may be lower than the estimated market value or foreclosure value*

In general, valuations relating to mortgaged property represent the analysis and opinion of the person performing the valuation at the time the valuation is prepared and are not guarantees of, and may not be indicative of, present or future value of that mortgaged Property. There can be no assurance that another person would have arrived at the same valuation, even if such person used the same general approach to, and same method of, valuing the property. For a description of the current valuation procedures applied to Loans originated by the Initial Originator, see Section 3.6 (*Originators*).

Valuations (including those based on the WOZ valuation applied by the Dutch tax authorities) are obtained in connection with the origination of the Loans and are sought to establish the amount a typically motivated buyer would pay a typically motivated seller at the time they were prepared. Such amount could, however, be significantly higher than the amount actually obtained from the sale of the mortgaged Property underlying the Loan under a distressed or liquidation sale. In addition, property values may have declined since the time the valuations were obtained, and therefore the valuations may no longer be an accurate reflection of the current market value of the Property securing the relevant Loan. House prices in The Netherlands have on average declined and increased in the past, although there are regional differences (see in this respect Section 3.4 (*Overview of the Dutch Residential Mortgage Market*) and the risk factor "*Borrowers' defaults on their obligations under the Transferred Receivables may adversely affect the CBC's realisation on such Transferred Receivables, thereby adversely affecting the CBC's ability to fulfil its obligations under the Guarantee*"). Furthermore, differences may exist between valuations due to the subjective nature of valuations and appraisals, particularly between different appraisers performing valuations at different points in time.

For the purpose of the Asset Cover Test and the Amortisation Test, the value of underlying properties is estimated in accordance with the Automated Valuation Model. Estimations on the basis of the Automated Valuation Model are made no more than 18 months before the date of each calculation of the Asset Cover Test. Despite the age of the estimation on the basis of the Automated Valuation Model being less than 18 months, realisable property values may be different from the values estimated and therefore the valuations may not be an accurate reflection of the current market value of the Property securing the relevant Loan.

As a result, both in relation to the valuation obtained at origination and the valuation on the basis of the Automated Valuation Model, there can be no assurance that, upon enforcement, all amounts owed by a Borrower under a Loan can be recovered from the proceeds of a forced sale of the Property securing the relevant Loan or that the proceeds upon foreclosure will be at least equal to the estimated market value or foreclosure value (*executiewaarde*) of such Property, which in turn may result in losses to Covered Bondholders.

*The risk that a Dutch Insolvency Proceeding against an Originator, prior to the notification of the transfer of the Transferred Receivables to the debtors, may result in the CBC's claims to payment by such Originator under such Transferred Receivables ranking in priority behind the claims of other creditors of the Originator.*

The Guarantee Support Agreement provides that the transfer of the Eligible Receivables will be effected through a silent assignment (*stille cessie*) by the relevant Originator to the CBC. This means that legal ownership of the Eligible Receivables will be transferred to the CBC by registration of a duly executed

deed of assignment with the tax authorities (*Belastingdienst*), without notifying the debtors of such Eligible Receivables. The assignment will only be notified to the debtors if a Notification Event occurs. Notification is only necessary to achieve that the debtors can no longer discharge their obligations by paying to the relevant Originator.

As long as no notification of the assignment has taken place, the debtors under the Transferred Receivables must continue to make payments to the relevant Originator or its nominee. In respect of payments made to an Originator prior to a Dutch Insolvency Proceeding of the relevant Originator taking effect and not on-paid to the CBC, the CBC will in the relevant Originator's Dutch Insolvency Proceedings be an ordinary, non-preferred creditor, having an insolvency claim. In respect of post-insolvency payments made by debtors to an insolvent Originator, the CBC will be a creditor of the estate (*boedelschuldeiser*) and will receive payment prior to (unsecured) creditors with ordinary claims, but after preferred creditors of the estate and after deduction of the general bankruptcy costs (*algemene faillissementskosten*), which may be material. Therefore, the CBC may be unable to collect fully and/or timely on payments due from an Originator under the Transferred Receivables in the event of a Dutch Insolvency Proceeding against such Originator, in turn adversely affecting the full and/or timely payments to the holders of the Covered Bonds.

*In the event of a foreclosure of certain security, the CBC may have to act jointly with RBS N.V. and share with RBS N.V. the foreclosure proceeds pro rata, limiting the CBC's ability to recover fully and/or timely on such security and consequently, adversely affecting the CBC's ability to meet its obligations to Covered Bondholders fully and/or timely under the Guarantee.*

Effective as from 6 February 2010, being the date on which the demerger of the relevant Dutch State acquired business with The Royal Bank of Scotland N.V. as demerging party and ABN AMRO Bank N.V. as acquiring party became effective in accordance with article 2:334n of the Dutch Civil Code (the "**Legal Demerger**"), it is possible that a joint estate as described in the previous risk factor exists between the CBC and The Royal Bank of Scotland N.V. (previously named ABN AMRO Bank N.V. (including its successors and assigns, "**RBS N.V.**")) (and, if an Originator, ABN AMRO Bank). The Issuer has been advised that if the entire contractual relationship pertaining to the relevant Borrower is included in full in the Legal Demerger, it is highly likely that the associated All-monies Security (or Fixed Security) has transferred along to ABN AMRO as part of the Legal Demerger, in which case no such joint estate would arise between RBS N.V. and the CBC (and if an Originator, ABN AMRO Bank). Under a master amendment agreement entered into on or around the Legal Demerger pertaining to the Programme, ABN AMRO Bank has represented and warranted to the CBC and the Trustee as of the date of such master amendment agreement and as of the moment the Legal Demerger takes effect, in relation to each Transferred Receivable that the entire contractual relationship pertaining to the relevant Borrower is included in full in the Legal Demerger. Nevertheless, the Issuer has been advised in relation to Transferred Receivables secured by All-monies Security that the risk cannot be excluded that a residual All-monies Security has remained with RBS N.V. following the Legal Demerger and that a joint estate exists between RBS N.V. and the CBC (and if an Originator, ABN AMRO Bank). Such risk is mitigated (i) as between the CBC and ABN AMRO Bank in the manner set out in the risk factor "*The risk that certain security rights attached to the Eligible Receivables transferred to the CBC may become part of a joint estate between the CBC and the Originators, which could reduce or delay the amount which the CBC may recover under the relevant mortgage and which could adversely affect the ability of the CBC to meet fully and/or timely its obligations under the Guarantee*" and (ii) as between the CBC and RBS N.V. in a security rights agreement dated on or about the Legal Demerger (as supplemented on 29 September 2011) in which RBS N.V. has, among other things, undertaken to, in the event of security rights held in a joint estate (*gemeenschap*) between ABN AMRO and/or RBS N.V. and/or the CBC, respect and act in accordance with the contractual (priority) rights of the CBC as set out in the Transaction Documents as in force at the Legal Demerger, in particular on the proceeds of enforcement (*opbrengst van uitwinning*), as if it were an originator.

Despite these arrangements, it is still possible that the CBC would have to act jointly with RBS N.V. and share the proceeds with RBS N.V. *pro rata* (i.e. in the event of a Dutch Insolvency Proceeding against RBS N.V.). Therefore, the CBC's ability to recover fully and/or timely on some mortgages or pledges in respect of Transferred Receivables originated by ABN AMRO Bank prior to the Legal Demerger may be limited, which may in turn adversely affect the CBC's ability to meet fully and/or timely its obligations under the Guarantee.

*The CBC's right to payment under the NHG Guarantee which applies to certain Eligible Receivables may be limited if the relevant Originators have not complied with the terms and conditions of the NHG Guarantee, because the redemption structure of an Eligible Receivable may differ from the mandatory*

*redemption structure set forth in the terms and conditions of an NHG Guarantee and, as of 1 January 2014, because of a 10% "own risk" participation in any loss claims made under the NHG Guarantee, the CBC may not be able to fully recover any loss incurred from the WEW under an NHG Guarantee, which may adversely affect the realisable value of the Transferred Receivables and the CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.*

Certain Eligible Receivables have the benefit of an NHG Guarantee. Pursuant to the terms and conditions of the NHG Guarantee, the Stichting Waarborgfonds Eigen Woningen ("**WEW**") has no obligation to pay any loss (in whole or in part) incurred by a lender after a private or a forced sale of the mortgaged property if such lender has not complied with the terms and conditions of the NHG Guarantee. Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is secured by an NHG Guarantee that:

(i) the NHG Guarantee is granted for the full amount of the relevant Receivable outstanding at origination, and constitutes legal, valid and binding obligations of the WEW, enforceable in accordance with such NHG Guarantee's terms;

(ii) all terms and conditions (*voorwaarden en normen*) applicable to the "Nationale Hypotheek Garantie" at the time of origination of the related Loans were complied with; and

(iii) the relevant Originator is not aware of any reason why any claim under any NHG Guarantee, if applicable, in respect of the relevant Receivable should not be met in full and in a timely manner.

The terms and conditions of an NHG Guarantee (irrespective of the type of redemption of the mortgage loan) stipulate that the guaranteed amount is reduced on a monthly basis by an amount which is equal to the amount of the monthly repayments plus interest as if the mortgage loan were to be repaid on a thirty year annuity basis. The actual redemption structure of an Eligible Receivable can be different. Furthermore, for mortgage loans originated after 1 January 2014, the mortgage lender is obliged to participate for 10% in any loss claims made under the NHG Guarantee. The lender is not entitled to recover this amount from the borrower. The foregoing may result in the lender not being able to fully recover any loss incurred from the WEW under NHG Guarantee and consequently, in the CBC having insufficient funds to meet its obligations under the Guarantee and ultimately to losses under the Covered Bonds. See "*Section 3.5 NHG Guarantee Programme*" below for further information on the WEW and the NHG Guarantee.

*The CBC's interest reset right in relation to Loans may be subject to limitations under Dutch law, particularly in the event of a Dutch Insolvency Proceeding against the relevant Originator.*

The interest rate of the Loans is to be reset from time to time. The Issuer has been advised that it is uncertain whether any interest reset right will transfer to the CBC with the assignment of the relevant Receivable. The question whether the right to reset the interest rate on the Loans should be considered as an ancillary right or a right that automatically transfers upon assignment, is not addressed by Dutch law. However, the view that the right to reset the interest rate in respect of the Receivables should be considered as an ancillary right or a right that automatically transfers upon assignment, is supported by a judgment of the Dutch Supreme Court (HR 10 July 2020, ECLI:NL:HR:2020:1276 (*Van Lanschot/Promontoria*)). In this ruling, an example is given of the exercise by an assignee of the right to reset the interest rate, demonstrating the framework the Dutch Supreme Court has given for the special duty of care an assignee has vis-à-vis a debtor/bank-client. To the extent that the interest rate reset right passes upon the assignment of the Receivables to the CBC or upon the pledge of the Receivables to the Trustee, such assignee or pledgee will also be bound by the contractual provisions relating to the reset of interest rates and any applicable law (including, without limitation, applicable principles of reasonableness and fairness, the right of the Borrower to invoke all defences available, specific duty of care obligations and the mortgage conditions relating to the reset of interest rates) and regulations. This means that the CBC or the Trustee may not have discretionary power to set the interest rates and may be required to set the interest at a lower level than the level the CBC or the Trustee would otherwise have set, taking into account the interest of Covered Bondholders, if they were not bound by the contractual provisions relating to the reset of interest rates and any applicable law. If the interest rates are set at a lower level at their interest reset dates than the interest rates prior to such interest reset dates or than the level the CBC or the Trustee would otherwise have set such interest rate, the proceeds resulting from the Receivables may be lower than expected, and this may result in losses under the Covered Bonds.

If such interest reset right remains with the relevant Originator despite the assignment, this means that in case the relevant Originator becomes subject to a Dutch Insolvency Proceeding, the co-operation of the liquidator in insolvency would be required to reset the interest rates (unless such right is transferred to the CBC prior to the Dutch Insolvency Proceeding taking effect, but this may require the co-operation of the Borrower).

As a consequence, the CBC may not receive sufficient interest to meet its obligations under the Guarantee in full and/or in time, which could in turn lead to losses under the Covered Bonds.

*Unpredictable variations in the rate of prepayment on the Loans may adversely affect the CBC's ability to realise sufficient funds to meet fully and/or timely its obligations under the Guarantee.*

The rate of prepayment of Loans granted pursuant to the Loan Agreements is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, changes in tax laws (including but not limited to amendments to mortgage interest tax deductibility), rising energy prices and general inflation, local and regional economic, housing, environmental, social and political conditions, geopolitical risks and changes in Borrower's behaviour (including but not limited to home-owner mobility). No assurance can be given as to the level of prepayment that the Loans granted pursuant to the Loan Agreements may experience, and variation in the rate of prepayments of principal on the Loans granted pursuant to the Loan Agreements may affect the ability of the CBC to realise sufficient funds to make payments under the Guarantee.

*Interest rate averaging, which may have a downward effect on the interest to be received on the relevant Loans, and the obligation to repay excess prepayment penalties may decrease the CBC's interest proceeds from the Transferred Receivables, thereby adversely affecting the CBC's ability to meet fully and/or timely its obligations under the Guarantee.*

Subject to certain conditions, certain Originators offer 'interest rate averaging' (*rentemiddeling*) to Borrowers for Loans. Originators and Borrowers can agree to a fixed interest rate for a certain period of time (*rentevaste periode*). If the interest rates drop during the fixed interest period, a Borrower can apply for 'interest rate averaging'. In short, the agreed interest rate will be compared to the current interest rate and the Originators will calculate the loss of income for the remaining original fixed interest period. A new interest rate will be calculated on the basis of the current interest rate and will be offered to the Borrower for a new fixed interest period, increased by a compensation for the loss of income due to the 'interest rate averaging'. Despite the compensation for 'interest rate averaging', this new interest rate may have a downward effect on the interest to be received on the relevant Loans as it remains uncertain how long a Borrower will remain in the same Property during the new fixed interest period.

Pursuant to the entry into force of Directive 2014/17/EU (the "**Mortgage Credit Directive**") on 14 July 2016, prepayment penalties may not exceed the financial loss incurred by the provider of the mortgage loan. The AFM expects offerors of mortgage loans to review all prepayment penalties charged as of 14 July 2016 and to repay any excess prepayment penalty amounts to borrowers. It cannot be ruled out that offerors of mortgage loans may be required to repay prepayment penalty amounts charged prior to 14 July 2016 as well. On 18 April 2023, the AFM has supplemented the calculation method for calculating the prepayment penalty that may be charged in case of a prepayment of a mortgage loan. Obligations to repay excess prepayment penalty amounts may increase set-off risks and as a result thereof negatively affect the proceeds from the Transferred Receivables, thereby adversely affecting the CBC's ability to meet fully and/or timely its obligations under the Guarantee, which could in turn lead to losses under the Covered Bonds.

A prepayment penalty may also be charged in case the borrower applies for interest rate averaging. As of 1 July 2019, the prepayment penalty for the fixed interest period charged in case of interest rate averaging may not exceed the financial loss incurred by the provider of the mortgage loan. Despite the compensation for 'interest rate averaging', this new interest rate may have a downward effect on the interest to be received on the relevant Loans as it remains uncertain how long a Borrower will remain in the same Property during the new fixed interest period. As a result, interest rate averaging may decrease the CBC's interest proceeds from such Transferred Receivables, thereby adversely affecting the CBC's ability to meet fully and/or timely its obligations under the Guarantee, which could in turn lead to losses under the Covered Bonds.

*Changes to Dutch laws on tax deductibility of interest may result in an increase of Loan defaults, thereby adversely affecting the CBC's ability to recover fully and/or timely on the Transferred Receivables related*

*to such Loans and, as a consequence, adversely affect the CBCs ability to meet fully and/or timely its obligations under the Guarantee.*

The Dutch tax system allows borrowers to deduct, subject to certain limitations, mortgage interest payments for owner-occupied residences from their taxable income. The period allowed for deductibility is restricted to a term of 30 years. Interest deductability in respect of mortgage loans originated after 1 January 2013 is restricted and is only available in respect of mortgage loans which amortise over 30 years or less and are repaid on at least an annuity basis.

For the 2025 year, after years of reduction, the maximum tax rate against which mortgage interest may be deducted for Dutch income tax purposes is set at 37.48 per cent. whereas the maximum tax rate is 49.5 per cent. This may have an adverse effect on tax deductibility of interest and other factors relevant in relation to the mortgage loans. Other tax measures have also been announced which may also have an impact. In light of ongoing political discussions, the maximum tax rate against which mortgage interest may be deducted for Dutch income tax purposes may again decrease or may be abolished completely in the future.

These changes and any other or further changes in the tax treatment could have an effect on, amongst other things, house prices and the rate of recovery on mortgage loans for mortgage loan providers (including the Initial Originators) and may result in an increase of defaults, prepayments and repayments of mortgage loans (including Loans).

Accordingly, defaults on Loans in relation to Transferred Receivables due to changes in Dutch laws on tax deductibility of interest may decrease the CBC's proceeds from such Transferred Receivables, thereby adversely affecting the CBC's ability to meet fully and/or timely its obligations under the Guarantee, which could in turn lead to losses under the Covered Bonds.

*Changes to the Lending Criteria of the Originators may lead to increased defaults by Borrowers, thereby adversely affecting the realisable value of the Transferred Receivables and, as a consequence, adversely affecting the CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.*

Each of the Receivables originated by each Originator will have been originated in accordance with its Lending Criteria at the time of origination. It is expected that each Originator's Lending Criteria will generally consider the type of Property, term of loan, age of applicant, loan-to-value ratio, loan-to-income ratio, mortgage indemnity guarantee policies, high loan-to-value fees, status of applicants, credit history and Valuation Procedures. In the event of a transfer of Receivables by an Originator to the CBC, each Originator will warrant only that such Receivables were originated in accordance with such Originator's Lending Criteria applicable at the time of origination. Each Originator retains the right to revise its Lending Criteria from time to time, provided that it acts as a Reasonable Prudent Lender. If the Lending Criteria change in a manner that affects the creditworthiness of the Receivables, that may lead to increased defaults by Borrowers and may affect the realisable value of the Transferred Receivables, or part thereof, and the ability of the CBC to make payments under the Guarantee, which could in turn lead to losses under the Covered Bonds.

*The risk that new Originators transferring assets to the CBC may apply different Lending Criteria from the Initial Originators which may lead to increased defaults under Transferred Receivables and, subsequently, adversely affect the realisable value of the Transferred Receivables by the CBC and the CBC's ability to meet fully and/or timely its obligations under the Guarantee.*

The Issuer may propose that any member of the Group will become a New Originator and be allowed to transfer Eligible Assets to the CBC. However, this would only be permitted if the conditions precedent relating to New Originators acceding to the Programme are met in accordance with the Programme Agreement, including Rating Agency Confirmation.

Any Receivables originated by a New Originator will have been originated in accordance with the Lending Criteria of the New Originator, which may differ from the Lending Criteria of Receivables originated by the Initial Originators. If the Lending Criteria differ in a way that affects the creditworthiness of the Receivables, that may lead to increased defaults by Borrowers and may affect the realisable value of the Transferred Receivables or any part thereof or the ability of the CBC to make payments under the Guarantee. As set forth herein, however, Defaulted Receivables will be excluded from the calculation of the Asset Cover Test and the Amortisation Test.

However, some of the Receivables may have been acquired by an Originator in the course of its business. Such Receivables may not have been originated in accordance with the existing Lending Criteria of any of the Originators, but will, as at the relevant Transfer Date, qualify as an Eligible Receivable as long as such Receivable meets the Eligibility Criteria.

Nevertheless, as described above, different Lending Criteria by New Originators transferring the Transferred Receivables to the CBC may increase the defaults under such Transferred Receivables, thereby decreasing the CBC's realisation value on the Transferred Receivables and the CBC's ability to fulfil its obligations fully and/or timely under the Guarantee, which could in turn lead to losses under the Covered Bonds.

*If the Initial Servicing Agreement is terminated and the CBC does not appoint a licensed replacement Servicer or does not manage to obtain a licence itself, the servicing and custody of the Transferred Receivables may be interrupted or otherwise adversely affected, which, in turn, may adversely affect the rights of the holders of the Covered Bonds.*

By acquiring the Eligible Receivables, the CBC is deemed to provide consumer credit, which is a licensable activity under the Wft. The CBC can rely on an exemption from this licence requirement, if the CBC outsources the servicing of the Eligible Receivables and the administration thereof to an entity which is adequately licensed under the Wft to act as consumer credit offeror or intermediary and which complies with certain information duties towards the Borrowers. Pursuant to the Initial Servicing Agreement, the CBC outsources the servicing and administration of the Eligible Receivables to the Initial Servicer. If the Initial Servicing Agreement is subject to termination and the CBC is not able to appoint a New Servicer or alternatively does not manage to obtain a licence itself, the CBC will have to terminate its activities and settle (*afwikkelen*) its existing agreements. Similar risks apply in case that future changes to the (conditions of the) exemption would result in the CBC no longer being able to rely on the exemption, which, in turn, may adversely affect the rights of the holders of the Covered Bonds. This may result in losses under the Covered Bonds.

*Certain Loans may become due and payable prior to their proposed terms and earlier than anticipated as a result of early termination of a long lease due to a leaseholder default or for other reasons, thereby potentially limiting the CBC's recovery of the full value of the Loans and, in turn, the CBC's ability to meet its full obligations under the Guarantee.*

Certain Eligible Receivables are secured by a mortgage on a long lease (*erfpacht*). A long lease will, amongst other things, end as a result of expiration of the long lease term (in the case of a lease for a fixed period), or termination of the long lease by the leaseholder or the landowner. The landowner can terminate the long lease in the event the leaseholder has not paid the remuneration due for a period exceeding two consecutive years or seriously breaches other obligations under the long lease. In case the long lease ends, the landowner will have the obligation to compensate the leaseholder. In such event the mortgage will, by operation of law, be replaced by a pledge on the claim of the (former) leaseholder on the landowner for such compensation. The amount of the compensation will, amongst other things, be determined by the conditions of the long lease and may be less than the market value of the long lease. In addition, after the expiration of the long lease term, the remuneration (*canon*) due may be increased unless the remuneration due has been fixed. Such increase may be material and could increase the risk of non-payment by the Borrower and could lead to a deterioration of the loan-to-value ratio as a result of a decrease of the value of the Property after such increase.

In cases where a mortgage is vested on long lease, a paragraph is added to the relevant mortgage deed, providing that the relevant loan becomes immediately due and payable in the event the long lease is terminated or the leaseholder has not paid the remuneration due for a period exceeding two consecutive years or seriously breaches other obligations under the long lease. When underwriting a loan to be secured by a mortgage on a long lease, the relevant Originator has taken into consideration the conditions of the long lease, including the term thereof in comparison to the proposed term of the loan.

If the long lease terminates, there is a risk that the Borrower does not repay the Mortgage Loan. In such case, the Mortgage may be enforced and there is a risk that the foreclosure value of a Property after termination of the long lease or with a higher remuneration, may be less than the market value prior to such termination or increase. Accordingly, certain Loans may become due and payable prior to their proposed terms and earlier than anticipated as a result of early termination of a long lease due to a leaseholder default

or for other reasons, thereby potentially limiting the CBC's recovery of the full value of the Loans and, in turn, the CBC's ability to meet its full obligations under the Guarantee.

*The CBC may be unable, as a matter of Dutch law, to enforce mortgages or pledges in respect of Transferred Receivables, which, in turn, could adversely affect its ability to meet fully and/or timely its obligations to the Covered Bondholders under the Guarantee.*

Under Dutch law mortgages and pledges are in principle accessory rights (*afhankelijke rechten*) which pursuant to articles 3:7, 3:82 and 6:142 of the Dutch Civil Code automatically follow the receivables they secure, for example if such receivables are transferred to a third party. The mortgages and pledges securing the Eligible Receivables qualify as either:

- 'fixed' security, securing only (i) one or more specified receivables of the relevant initial pledgee or mortgagee against the relevant debtor or (ii) receivables arising from one or more specified contractual relationships (*rechtsverhoudingen*) between the relevant initial pledgee or mortgagee and the relevant debtor ("**Fixed Security**"); or

- 'all-monies' security, securing all present and future receivables of the relevant initial pledgee or mortgagee against the relevant debtor, whether in general (*bankzekerheidsrecht*) or under any and all present and future credit agreements (*kredietzekerheidsrecht*) ("**All-monies Security**").

In the past a considerable degree of uncertainty existed in Dutch legal writing as to whether a transfer of a receivable secured by All-monies Security, results in a transfer of the All-monies Security, or a share therein, to the transferee.

The Issuer has been advised that like any other mortgage or pledge, an all-monies mortgage or pledge under Dutch law is in principle an accessory right (*afhankelijk recht*) and that, therefore, upon a transfer of a receivable secured by All-monies Security, the transferee will in principle become entitled to a share in the All-monies Security by operation of law. The Issuer has been advised that the above is confirmed by the *Onderdrecht v. FGH and PHP* decision of the Dutch Supreme Court (HR 16 September 1988, NJ 1989, 10). In this decision, the Dutch Supreme Court ruled that the main rule is that a mortgage as an accessory right transfers together with the receivable it secures. The Dutch Supreme Court also held that it is a question of interpreting the relevant clause in the mortgage deed whether the definition of the secured receivables entails that the mortgage exclusively vests in the original mortgagee, in deviation of said main rule. The Issuer has furthermore been advised that where the mortgage or pledge deed contains no specific intention regarding the transfer of the mortgage or pledge, the abovementioned main rule applies, so that following a transfer of a secured receivable, the relevant receivable will continue to be secured by the mortgage or pledge.

The Originators have under or pursuant to the Guarantee Support Agreement warranted and represented that the relevant mortgage and pledge deeds contain either (i) no specific wording regarding the transfer of any right of mortgage or pledge securing the Eligible Receivables or (ii) an express confirmation to the effect that upon a transfer of the relevant Eligible Receivable, the Eligible Receivable will following the transfer continue to be secured by the mortgage or pledge. However, if the *Onderdrecht v. FGH and PHP* decision or its interpretation is revisited, the CBC may be unable to enforce mortgages or pledges in respect of Transferred Receivables, which, in turn, may adversely affect its ability to meet fully and/or timely its obligations to the holders of the Covered Bonds under the Guarantee. This may lead to losses under the Covered Bonds.

*The risk that certain security rights attached to the Eligible Receivables transferred to the CBC may become part of a joint estate between the CBC and the Originators, which could reduce or delay the amount which the CBC may recover under the relevant mortgage and which could adversely affect the ability of the CBC to meet fully and/or timely its obligations under the Guarantee.*

As a consequence of the transfer to the CBC of Eligible Receivables secured by All-monies Security (or, if not all receivables which are secured, or if not the entire contractual relationship (*rechtsverhouding*) from which receivables may arise which will be secured, by the relevant security right are or is, respectively, transferred to the CBC, Fixed Security), the relevant All-monies Security (or where applicable Fixed Security) will become part of a joint estate (*gemeenschap*) of the CBC and the original mortgagee or pledgee, as the case may be, governed by articles 3:166 *et seq.* of the Dutch Civil Code. This means, amongst other things, that in the event of foreclosure of the All-monies Security (or where applicable Fixed

Security), the relevant original mortgagee or pledgee and the CBC in principle need to act jointly and share the proceeds *pro rata* on the basis of their respective shares in the joint estate.

For this purpose, the Guarantee Support Agreement contains an intercreditor arrangement granting the CBC the right to (i) foreclose on the All-monies Security (or where applicable Fixed Security) without involvement of the relevant Originator and (ii) take recourse to the foreclosure proceeds prior to the relevant Originator. The Issuer has been advised that it is uncertain whether said arrangement is binding on the relevant Originator's liquidator or administrator in Dutch Insolvency Proceedings. However, the Issuer has also been advised that on the basis of articles 3:166, 168, 170 and 172 of the Dutch Civil Code there are good arguments to state that such arrangement is binding. Moreover, generally the above only becomes relevant in the event that each of the following conditions is met:

- the Borrower does not meet his secured obligations in full to either the Originator or the CBC, in particular because he is insolvent;
- the Originator is subject to a Dutch Insolvency Proceeding; and
- the proceeds of the Secured Property are insufficient to fully satisfy the secured receivables of the relevant Originator and the CBC.

The abovementioned intercreditor arrangement will be supported by an undertaking of each relevant Originator to pledge to the CBC its Residual Claims forthwith *vis-à-vis* the relevant Borrowers which are secured by the relevant All-monies Security (or where applicable Fixed Security), unless an appropriate remedy to the satisfaction of the Trustee is found after having received Rating Agency Confirmation, (A) upon the occurrence of the Issuer's long-term rating from Moody's ceasing to be at least 'A3(cr)' (or such other minimum rating as determined to be applicable or agreed from time to time by Moody's) and such downgrade is continuing for a period of twelve months (or such other period as determined to be applicable or agreed from time to time by Moody's) after the date of such downgrade, or (B) upon the occurrence of the Issuer's long-term rating from (i) Moody's ceasing to be at least 'Baal(cr)' (or such other minimum rating as determined to be applicable or agreed from time to time by Moody's) or any such rating is withdrawn or (ii) Fitch ceasing to be at least 'A-' (LT) and 'F1' (ST) (or such other minimum rating as determined to be applicable or agreed from time to time by Fitch) or any such rating is withdrawn (each such rating downgrade or withdrawal event, a "**RC Pledge Trigger Event**").

The pledge (if implemented) of such Residual Claims will secure a special indemnity created in the Guarantee Support Agreement for this purpose, under which each relevant Originator undertakes to pay to the CBC an amount equal to its share in the foreclosure proceeds. Recourse in respect of the indemnity is limited to the relevant Originator's share in the foreclosure proceeds. The indemnity will be immediately due and payable in case the relevant Borrower defaults (*in verzuim is*) in respect of the relevant Transferred Receivable or the receivable(s) he owes to the relevant Originator. If and to the extent the pledge is implemented and any foreclosure proceeds are applied in discharge of the indemnity, the relevant Originator's pledged receivables *vis-à-vis* the relevant Borrower would be discharged. For this reason, the CBC undertakes in the Guarantee Support Agreement to in that case retransfer to the relevant Originator a part of the unsatisfied part of the relevant Transferred Receivable for a principal amount corresponding to the principal amount of the Residual Claims so applied. The above factors could lead to lower proceeds received by the CBC under the Transferred Receivables and ultimately to losses under the Covered Bonds.

If, after the pledge of the Residual Claims, the Issuer regains a long-term rating from Moody's of at least 'A3(cr)' and from Fitch of at least 'A-' (LT) or 'F1' (ST) (or, in each case, such other minimum rating as determined to be applicable or agreed from time to time by the relevant Rating Agency) and retains such ratings for a consecutive period of twelve months (in the case of a downgrade by Moody's, or such other period as determined to be applicable or agreed from time to time by Moody's), as the case may be (each such rating uplift event, a "**RC Pledge Release Trigger Event**"), the CBC and the Trustee will be obliged to release the rights of pledge vested on the Residual Claims. In addition, each of the CBC and the Trustee undertakes to release such right of pledge on any Residual Claims if (i) the principal amount outstanding in respect of the relevant Transferred Receivable secured by the same Related Security has been repaid in full together with all accrued interest and other secured amounts due under or in connection with the related Loan or (ii) all Transferred Receivables that are secured by the same Related Security as such Residual Claims have been retransferred to the relevant Originator in accordance with the terms of the Guarantee Support Agreement.

Accordingly, if an Originator becomes subject to a Dutch Insolvency Proceeding and, as a result, the All-monies Security in respect of Loans transferred by that Originator becomes part of a joint estate between the CBC and the relevant Originator, the CBC would have to rely, in the first instance, on an intercreditor arrangement to ensure its priority, relative to the relevant Originator, in such All-monies Security. If the intercreditor arrangement is not binding in the insolvency of the relevant Originator, the CBC would need to rely on its rights under a pledge of the Residual Claims or an alternative arrangement, to the extent in place as described above. If the CBC is unable to rely on the intercreditor arrangement, having to rely on a pledge or other alternative arrangement, or if the CBC is unable to rely on such pledge or alternative arrangement, this may reduce or delay the amount which the CBC may recover under the relevant mortgage which, in turn, could adversely affect the ability of the CBC to meet its obligations under the Guarantee fully and/or timely. This may lead to losses under the Covered Bonds.

*When exercising the CBC's rights as assignee of Transferred Receivables, including the enforcement of mortgages and pledges securing such Transferred Receivables, the CBC (or the Servicer acting on its behalf) may have a special duty of care towards Borrowers (and third party security providers) which could affect the rights of the CBC in respect of the Transferred Receivables and, as a consequence, adversely affect the CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.*

The assignment of Transferred Receivables from an Originator to the CBC does not result in a change of such Transferred Receivables or the respective terms thereof, and the debtor of the Transferred Receivables (i.e. the Borrower) may invoke all defences against the CBC which it had against the relevant Originator. This means that the CBC (or the Servicer acting on its behalf), when exercising its rights as assignee of Transferred Receivables, including the enforcement of mortgages and pledges securing such Transferred Receivables, is bound to the terms applicable to the Transferred Receivables, and the relevant Borrower can invoke defences against the CBC which it would otherwise be able to invoke against the relevant Originator, such as defences based on duty of care obligations of the relevant Originator owed by it at the time of origination of the Transferred Receivable. The terms applicable to the Transferred Receivables must, amongst other things, be determined by such duty of care obligations. Also, general principles of Dutch contract law (such as principles of reasonableness and fairness) govern the relationship between the CBC and the relevant Borrower as a result of which a special duty of care may apply to the CBC (or the Servicer acting on its behalf) when exercising its rights in respect of the Transferred Receivable (see for example the paragraph above entitled "*The CBC's interest reset right in relation to Loans may be subject to limitations under Dutch law, particularly in the event of a Dutch Insolvency Proceeding against the relevant Originator*") or enforcing the mortgages and pledges securing such Transferred Receivable (for example, in enforcing the same the legitimate interests of the Borrower (or any third party security provider) may need to be taken into account which would otherwise have to be taken into account by the Originator as bank or credit provider). This could affect the rights of the CBC (or the Trustee as pledgee of Transferred Receivables) in respect of the Transferred Receivables and, as a consequence, adversely affect the CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.

*The CBC's rights in insurance policies pledged by Borrowers may be limited by Dutch law.*

Some of the Eligible Receivables relate to a mortgage loan agreement between the Borrower and the relevant Originator, which is connected to an insurance policy with a risk and/or capital element. In addition to being granted a pledge of rights under insurance policies, as abovementioned, either:

- the relevant Originator has been appointed as beneficiary under the relevant insurance policy (the rights of the relevant Originator as a beneficiary under an insurance policy: the "**Beneficiary Rights**"); or

- if another person (the "**Partner**") has been appointed as beneficiary, the Partner has irrevocably authorised the relevant insurer to pay out the insurance proceeds to the relevant Originator (a "**Partner Instruction**").

1. ***Beneficiary Rights***

   With respect to the first alternative, the Issuer has been advised that under Dutch law it is uncertain whether Beneficiary Rights will follow the relevant Eligible Receivable upon assignment thereof to the CBC (and subsequent pledge thereof to the Trustee). For this purpose the Beneficiary Rights will, insofar as they will not follow the relevant Eligible Receivable upon assignment, themselves be assigned by the relevant Originator to the CBC by way of assignment and be pledged by the

CBC to the Trustee by way of pledge. The assignment and pledge of Beneficiary Rights must be notified to the relevant insurer to become effective. In addition, the appointment as beneficiary must be accepted to become binding. In the Guarantee Support Agreement the relevant Originator undertakes to, upon the occurrence of a Notification Event, notify the relevant insurer of the (purported) transfer and pledge. However, the Issuer has been advised that under Dutch law it is uncertain whether such assignment (and subsequent pledge) will be effective.

Insofar as the transfer of the Beneficiary Rights as abovementioned is not effective each Originator will:

- in each deed of assignment to be executed with the CBC pursuant to the Guarantee Support Agreement to the extent possible, (a) appoint the CBC as beneficiary in its place and (b) to the extent such appointment is ineffective, waive its Beneficiary Rights. The Issuer has been advised that it is uncertain whether such appointment and/or waiver is effective. If such appointment is ineffective and such waiver is effective, either the relevant Borrower, or any other person ranking behind the relevant Originator as beneficiary (a "**Second Beneficiary**"), will become the beneficiary under the relevant insurance policy. Under or pursuant to the Guarantee Support Agreement each Originator warrants and represents that if the relevant Receivable relates to a Life Loan, Savings Loan or Hybrid Loan, all receivables under the relevant Mixed Insurance Policy have been validly pledged by the relevant Borrower to the relevant Originator for at least that part by which the relevant Receivable exceeds 100% of the foreclosure value of the relevant Property, which pledge has been notified to the relevant insurer. As mentioned above, a pledge is in principle an accessory right, so that upon a transfer of the relevant Receivable to the CBC, the CBC will in principle become entitled to (a share in) the pledge, provided that following the waiver of the Beneficiary Rights by the relevant Originator, the Borrower will have become the beneficiary. If, however, following a waiver of Beneficiary Rights by the relevant Originator, a Second Beneficiary will have become the beneficiary, the pledge by the Borrower will not be effective; and

- in the Guarantee Support Agreement undertake to, upon the occurrence of a Notification Event, use its best endeavours to procure the entry into of a beneficiary waiver agreement between itself, the CBC, the Trustee and the relevant insurer (each a "**Beneficiary Waiver Agreement**"), in which it is, amongst other things, agreed that to the extent necessary:

  (i) the insurer (a) accepts the (purported) appointment of the CBC as beneficiary in the relevant Originator's place and (b) to the extent such appointment is ineffective, accepts the waiver by such Originator of its Beneficiary Rights; and

  (ii) the Originator and insurer will use their best endeavours to obtain the co-operation from all relevant Borrowers and, where applicable, Second Beneficiaries to change the Beneficiary Rights in favour of the CBC.

  The Originator may not be able to enter into a Beneficiary Waiver Agreement without the co-operation of the liquidator, if and to the extent that such Notification Event has occurred as a result of any such Originator having become subject to any Dutch Insolvency Proceedings. This may result in the CBC not receiving or otherwise recovering sufficient proceeds in relation to the Transferred Receivables as a result of which the CBC may be unable to meet fully and/or timely its obligations to Covered Bondholders under the Guarantee. This may lead to losses under the Covered Bonds.

2. ***Partner Instruction***

With respect to the second alternative, the Issuer has been advised that it is uncertain whether the Partner Instruction entails that the insurer should pay the insurance proceeds to the relevant Originator or, following assignment of the relevant Eligible Receivable, to the CBC, and that this depends on the interpretation of the Partner Instruction. Insofar as the Partner Instructions do not entail that the relevant insurer should, following assignment of the relevant Eligible Receivable, pay the insurance proceeds to the CBC, the CBC, the Trustee and the relevant insurer will furthermore agree in each Beneficiary Waiver Agreement that the Originator and the insurer will

use their best efforts to obtain the co-operation from all relevant Borrowers and Partners to change the Partner Instructions in favour of the CBC.

If:

- in the case of the first alternative (a) the transfer of the Beneficiary Rights is not effective, (b) the appointment of the CBC as beneficiary in the place of the relevant Originator is not effective and (c) the waiver of Beneficiary Rights by the relevant Originator is ineffective or, if it is effective, results in a Second Beneficiary having become the beneficiary; or

- in the case of the second alternative, the Partner Instructions do not entail that insurance proceeds should be paid to the CBC,

and, in either case, (i) no Beneficiary Waiver Agreements will be entered into with each relevant insurer and/or (ii) the relevant Borrowers, Second Beneficiaries and/or Partners do not co-operate as described above, then the proceeds under the relevant insurance policies could, as the case may be, either be paid to:

- the relevant Originator, in which case such Originator will be obliged to on-pay the proceeds to the CBC or the Trustee, as the case may be. If an Originator breaches such payment obligation, for example because the Originator is subject to a Dutch Insolvency Proceeding, this may result in the proceeds not being applied in reduction of the relevant Eligible Receivable and in a Deduction Risk; or

- the Second Beneficiary or the Partner, which may result in the proceeds not being applied in reduction of the relevant Eligible Receivable.

Accordingly, the CBC's rights in insurance policies pledged by Borrowers or containing a beneficiary clause or Partner Instruction in favour of the relevant Originator may be limited by Dutch law, which in turn may limit the CBC's ability to fulfil its obligations fully and/or timely under the Guarantee. This may lead to losses under the Covered Bonds.

**B. Set-off risks and other defences that may affect the proceeds under the Transferred Receivables**

*Set-Off by Borrowers: The CBC's rights and the Trustee's enforcement of pledges in respect of Transferred Receivables may be limited by Borrowers' set-off rights against Originators. As a result, the CBC and/or the Trustee may be unable to meet their payment obligations fully and/or timely under the Transaction Documents to holders of the Covered Bonds.*

Notwithstanding the assignment and pledge of the Eligible Receivables to the CBC, and the Trustee, respectively, the Borrowers may be entitled to set-off the relevant Eligible Receivable against a claim they may have *vis-à-vis* the relevant Originator (if any), such as (i) counterclaims resulting from a current account relationship, (ii) counterclaims resulting from damages incurred by a Borrower as a result of acts performed by the relevant Originator, or (iii) other counterclaims such as counterclaims (a) resulting from a deposit made by a Borrower, including, without limitation, deposits that pursuant to the terms of the relevant Bank Savings Loan have been made by the Borrower in the related Bank Savings Account, or (b) relating to an employment agreement with the Borrower as employee. In the absence of contractual provisions expanding statutory set-off possibilities, mutuality of claims is one of the requirements for set-off to be allowed: the parties, mutually, have to be each other's creditor and debtor. Following an assignment of an Eligible Receivable by an Originator to the CBC, the relevant Originator would no longer be the creditor of the Eligible Receivable. However, for as long as the assignment has not been notified to the relevant Borrower, the Borrower remains entitled to set-off the Eligible Receivable as if no assignment had taken place. After notification of the assignment or pledge, the relevant Borrower can still invoke set-off pursuant to article 6:130 of the Dutch Civil Code. On the basis of such article a Borrower can invoke set-off against the CBC as assignee (and the Trustee as pledgee) if the Borrower's claim *vis-à-vis* the relevant Originator (if any) stems from the same legal relationship as the Eligible Receivable (such as the Borrower's right to receive payments from the Bank Savings Account stemming from the same legal relationship as the related AAHG Bank Savings Receivable) or became due and payable before the notification. In addition, the possibility cannot be excluded that on the basis of an analogous interpretation of article 6:130 of the Dutch Civil Code, a Borrower will be entitled to invoke set-off against the CBC or the Trustee (as

the case may be) if prior to the notification, the Borrower was either entitled to invoke such set-off against the relevant Originator (e.g. on the basis of article 53 of the Dutch Bankruptcy Code) or had a justified expectation that he would be entitled to such set-off against the relevant Originator.

Furthermore, if a Borrower has a claim against any affiliate of the relevant Originator that is a separate legal entity (e.g. on the basis of a current account relationship with such an affiliate), the legal requirement under Dutch law for set-off that the parties mutually have to be each other's creditor and debtor, is as such not met. There may however be other circumstances which could lead to set-off or other defences being successfully invoked by such a Borrower. Also, if a Loan is granted by the relevant Originator to a Borrower, who is also an employee of an entity which is an affiliate of the relevant Originator and a separate legal entity, the requirement under Dutch law for set-off that the parties mutually have to be each other's creditor and debtor, is as such not met. There may however be other circumstances which could lead to set-off or other defences being successfully invoked by such an employee.

Some of the standard form mortgage documentation provide for a waiver by the Borrower of his rights of set-off *vis-à-vis* the relevant Originator. However, the waiver of set-off by a Borrower could be voided pursuant to Dutch contract law and may therefore not be enforceable. The Guarantee Support Agreement provides that if a Borrower sets off amounts due to it by an Originator against the relevant Transferred Receivable, the relevant Originator will pay to the CBC an amount equal to the amount so set-off. The CBC therefore incurs a credit risk on the relevant Originator, which may lead to losses under the Covered Bonds.

In addition, an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible set-off pertaining to the Deposit Amount will be deducted for the purpose of the Asset Cover Test if the Issuer's rating from a relevant Rating Agency falls below the relevant minimum ratings. In relation to each Transferred Receivable to which a Construction Deposit applies, an amount equal to the amount of the Construction Deposit will be deducted for the purpose of the Asset Cover Test and the Amortisation Test. Likewise, in relation to each AAHG Bank Savings Receivable, amounts standing to the credit of the related Bank Savings Account will be deducted for the purpose of the Asset Cover Test and the Amortisation Test (unless it concerns a Participation Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance). Such deductions in principle mean that the outcome of the Asset Cover Test and the Amortisation Test will be lowered each time when further deposits are made by the relevant Borrower (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Furthermore, in respect of Bank Savings Loans, amounts standing to a Bank Savings Account will if the deposit guarantee scheme is activated in respect of the Bank Savings Deposit Bank by DNB or the Bank Savings Deposit Bank is declared bankrupt (*failliet*), by operation of law, be set-off against the related Bank Savings Loan, irrespective of whether the Bank Savings Loan is owed to ABN AMRO Hypotheken Groep B.V. ("**ABN AMRO Hypotheken Groep**") (as Bank Savings Deposit Bank) or a third party, such as an Originator or the CBC.

To mitigate set-off risk relating to Bank Savings Receivables, ABN AMRO Hypotheken Groep will enter into a Master Sub-Participation Agreement prior to its first transfer of Bank Savings Receivables to the CBC in accordance with the Guarantee Support Agreement.

Pursuant to a Master Sub-Participation Agreement relating to any Bank Savings Receivable, an Initial Settlement Amount and Further Settlement Amounts will be payable by the Bank Savings Deposit Bank as Participant to the CBC in return for a Participation. If the relevant Borrower invokes set-off, or set-off is applied by operation of law, in relation to any amount standing to the credit of the relevant Bank Savings Account as against any Transferred Receivable (such amount for which set-off is invoked or applied, the "**Bank Savings Set-Off Amount**") and, as a consequence thereof, the CBC will not have received such amount in respect of such Participation Receivable, the relevant Participation of the Bank Savings Deposit Bank will be reduced by an amount equal to such Bank Savings Set-Off Amount. Unless and until (i) both an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a CBC Acceleration Notice is served, all amounts expressed to be payable by or to the CBC under the relevant Master Sub-Participation Agreement, shall instead be payable by or to the Issuer for its own account in accordance with the Pre-

Notice-to-Pay Priority of Payments. However, if (i) an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a CBC Acceleration Notice is served, all Initial Settlement Amounts and Further Settlement Amounts will be collected by or on behalf of the CBC and be applied in accordance with the Post-Notice-to-Pay Priority of Payments or Post-CBC-Acceleration-Notice Priority of Payments, as the case may be. For the purpose of the Asset Cover Test and the Amortisation Test, the Net Outstanding Principal Balance of the relevant Transferred Receivable will be taken into account, meaning in relation to AAHG Bank Savings Receivables that an amount equal to the relevant Participation will be deducted. Such deductions in principle mean that the outcome of the Asset Cover Test and the Amortisation Test will be lowered each time further deposits are made by the relevant Borrower (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

In addition to the foregoing, where the relevant Originator acquired an Eligible Receivable or the associated Loan Agreement from another originator pursuant to a Demerger, there is a risk that the relevant Borrower may be entitled to set-off such Eligible Receivable against a claim (if any) he may have against such Demerged Originator, such as counterclaims resulting from a current account relationship and, depending on the circumstances, counterclaims resulting from a deposit made by the relevant Borrower. The Issuer has been advised that on the basis of article 6:130 of the Dutch Civil Code such a Borrower can invoke set-off against the Originator (prior to notification of the assignment to the CBC) or the CBC as assignee and the Trustee as pledgee (following notification of the assignment) if the Borrower's claim (if any) against the relevant Demerged Originator stems from the same legal relationship as the Eligible Receivable or became due and payable before the Demerger. The Guarantee Support Agreement provides that (i) each Originator that acquired an Eligible Receivable or the associated Loan Agreement from another originator pursuant to a Demerger warrants and represents in respect of such Eligible Receivable that the general intent of the relevant Demerger was that the entire legal relationship with the relevant Borrower (including any due and payable payment obligations owed by the Demerged Originator to such Borrower) would be transferred to the relevant Originator and (ii) if nevertheless a Borrower sets off amounts due to it by a Demerged Originator against the relevant Transferred Receivable, the relevant Originator will pay to the CBC an amount equal to the amount so set-off. The CBC therefore incurs a credit risk on the relevant Originator, which may lead to losses under the Covered Bonds.

Accordingly, the CBC and/or the Trustee may be unable to obtain full payments in respect of Transferred Receivables where Borrowers may be entitled to set-off claims against the relevant Originators. As a result of such possible set-off amounts, the CBC and/or the Trustee may be unable to meet their payment obligations to holders of the Covered Bonds fully and/or timely.

*The CBC's rights to full payment under the Transferred Receivables may be limited in cases where the relevant Loans entail a Construction Deposit and the relevant Originator becomes subject to Insolvency Proceedings.*

Certain Eligible Receivables result from a mortgage loan agreement under which the relevant Borrower has requested part of the loan to be disbursed into a blocked deposit account specifically opened in his name for such purpose, in anticipation of construction or improvement costs to be incurred by him at a later stage in connection with the Property (a "**Construction Deposit**"; *bouwdepot*). The intention is that when the applicable conditions are met, the Construction Deposit is applied towards the relevant construction or improvement costs of the Borrower and/or in repayment of the relevant part of the loan. In the Guarantee Support Agreement it is agreed that in cases as abovementioned, the full Eligible Receivable will be transferred to the CBC. The Construction Deposits are held with the relevant Originator. There is a risk that the relevant Originator becomes subject to an Insolvency Proceeding and that the relevant Originator cannot pay out the Construction Deposits. If this happens a Borrower may be allowed to set-off his receivable in respect of the Construction Deposit against the related Transferred Receivable. To address this risk, it has been agreed in the Asset Monitor Agreement that an amount equal to the Construction Deposit will be deducted from the Current Balance of the Transferred Receivables for the purpose of the Asset Cover Test and the Amortisation Test. Such deductions in principle mean that the outcome of the Asset Cover Test and the Amortisation Test will be lowered each time further deposits are made by the relevant Borrower (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may

be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Thus, the CBC's rights to the Construction Deposits may be limited in the event of an Insolvency Proceeding against the relevant Originator, adversely affecting the CBC's rights to full payment under the Transferred Receivables and in turn, the CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.

*The Deduction Risk may apply, which in turn could adversely affect the ability of the CBC to meet fully and/or timely its obligations under the Guarantee.*

Some of the Eligible Receivables relate to a mortgage loan agreement between the Borrower and the relevant Originator, which is connected to an insurance agreement between the Borrower and an insurer. The insurance agreement relates to a combined risk and capital insurance product. The Borrower of such an Eligible Receivable does not repay principal during the term of the relevant mortgage loan, but instead, apart from paying a risk premium, invests capital premium under the insurance policy and which consists of a savings part and/or an investment part, as the case may be. The intention is that at maturity, the principal proceeds of the savings or investments (the "**Proceeds**") can be used to repay the loan, in whole or in part, following pay-out of the Proceeds by the insurer. However, it is possible that the relevant insurer becomes subject to an Insolvency Proceeding or for any other reason does not (fully) pay out the Proceeds. In such cases where the Proceeds are so lost and a Borrower is requested to repay the full principal amount of the relevant mortgage loan, the Borrower may invoke defences purporting to establish that an amount equal to the lost Proceeds is deducted from the Transferred Receivable he owes to the CBC (the risk that such a defence is successfully invoked is hereinafter referred to as the "**Deduction Risk**").

In addition, some of the Bank Savings Receivables (other than AAHG Bank Savings Receivables (which are subject to the right of set-off as described above in the paragraph *Set-Off by Borrowers* above)) relate to a mortgage loan agreement between the Borrower and the relevant Originator (other than ABN AMRO Hypotheken Groep), which is connected to a Bank Savings Account maintained by the relevant Borrower with the Bank Savings Deposit Bank. In that case, the Borrower of an Eligible Receivable does not repay principal during the term of the relevant mortgage loan, but instead deposits savings in its related Bank Savings Account (the "**Loan Savings**"). The intention is that at maturity the Loan Savings will be used for the full amount to repay the loan, in whole or in part. However, it is possible that the Bank Savings Deposit Bank becomes subject to an Insolvency Proceeding or for any other reason does not (fully) pay out the Loan Savings. In such case where Loan Savings are so lost and a Borrower is requested to repay the full principal amount of the relevant mortgage loan, the Borrower may invoke defences purporting to establish that an amount equal to the lost Loan Savings is deducted from the Transferred Receivable he owes to the CBC (the risk that such a defence is successfully invoked is hereinafter referred to as the "**Bank Savings Deduction Risk**"). In addition to the Bank Savings Deduction Risk, there is the risk that such Bank Savings Receivables will become subject to set-off by operation of law as described in the paragraph *Set-Off by Borrowers: the CBC's rights and the Trustee's enforcement of pledges in respect of Transferred Receivables may be limited by Borrowers' set-off rights against Originators. As a result, the CBC and/or the Trustee may be unable to meet their payment obligations fully and/or timely under the Transaction Documents to holders of the Covered Bonds* above.

The Issuer has been advised that a Borrower's relationships with the relevant Originator and insurer or Bank Savings Deposit Bank, as the case may be, are in principle two separate relationships. The Issuer has been advised that under Dutch law generally a range of defences is available to the Borrower, but that in cases as described above, the Borrower's defence is likely to focus on information provided by or on behalf of an Originator which may have led the relevant Borrower to believe that he was not entering into two separate relationships. In this respect, a general factor which to a certain extent increases the Deduction Risk and Bank Savings Deduction Risk, is that all Borrowers are consumers, many of whom may have limited or no legal knowledge.

On this basis the Issuer has been advised that insofar as the Deduction Risk and Bank Savings Deduction Risk are concerned, the products to which the Eligible Receivables relate can generally be divided into six categories (as further set out below) whereby the Bank Savings Deduction Risk will only be relevant for Category 6 Receivables.

*In summary and as further set out below for each of the six categories*:

(A) *the Deduction Risk does not apply to*:

(i) *products with no savings, no investment part and no Mixed Insurance Policy; and*

(ii) *products with an investment part (but no Mixed Insurance Policy);*

(B) *the Deduction Risk may apply to*:

(i) *products with a Mixed Insurance Policy where the Borrower selects the insurer;*

(ii) *products with a Mixed Insurance Policy (but no switch element) where the Originator pre-selects the insurer; and*

(iii) *products with a Mixed Insurance Policy and switch element, where the Originator pre-selects the insurer; and*

(C) *the Bank Savings Deduction Risk may apply to products with a savings part (but no investment part and no Mixed Insurance Policy).*

The six categories can be divided as follows:

1. ***Products with no savings, no investment part and no Mixed Insurance Policy***

Certain Eligible Receivables do not relate to any savings and/or investment product or Mixed Insurance Policy. Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to an Interest-Only Loan, an Annuity Loan or a Linear Loan, that the relevant Receivable does not relate to any savings and/or investment product or Mixed Insurance Policy.

*Therefore, provided that these representations and warranties are correct, the Deduction Risk does not apply to Loans containing no savings, investment part or Mixed Insurance Policy.*

2. ***Products with investment part (but no Mixed Insurance Policy)***

Certain Eligible Receivables do not relate to any Mixed Insurance Policy but relate to a securities account agreement between the relevant Borrower and:

- an investment firm (*beleggingsonderneming*) in the meaning ascribed thereto in the Wft, being either a broker (*bemiddelaar*) or an asset manager (*vermogensbeheerder*); or
- a bank.

The securities account agreement provides for a securities account maintained in the name of the relevant Borrower with the relevant investment firm or bank. The Issuer has been advised that by law:

- the investment firm is obliged to administer (i) the securities through a bank (see the next paragraph) or a separate depositary vehicle (*bewaarinstelling*) or (ii) only securities the transfer of which is subject to the Dutch Giro Securities Transfer Act (*Wet giraal effectenverkeer*, the "**Wge**") (acting as intermediary (*intermediair*)); and
- the bank is obliged to administer (i) the securities through a separate depositary vehicle or (ii) only securities the transfer of which is subject to the Wge.

The Issuer has been advised that this means that the relevant Borrower is expected to be investing through a bankruptcy remote securities account arrangement. Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to an Investment Loan, that (i) the relevant Receivable does not relate to any Mixed Insurance Policy and (ii) the relevant securities account is maintained in the relevant Borrower's name with an investment firm or bank as abovementioned.

*Therefore, provided that these representations and warranties are correct, the Deduction Risk does not apply to Loans containing only an investment part which have no Mixed Insurance Policy.*

3. ***Products with Mixed Insurance Policy where Borrower selects insurer***

*The Deduction Risk may apply to Eligible Receivables relating to a Mixed Insurance Policy where Borrowers select insurers.*

Certain Eligible Receivables relate to a Mixed Insurance Policy between the relevant Borrower and an insurer chosen by the Borrower (and approved by the relevant Originator). The Mixed Insurance Policy provides for (a) a risk element for which risk premium is paid and (b) a capital element for which capital premium is paid and which consists of a savings part and/or an investment part, as the case may be. The insurer keeps the savings and/or investments in its own name. The Issuer has been advised that for Eligible Receivables of this category, the Deduction Risk cannot be excluded, as there may be specific circumstances, which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, (i) sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his payments of capital premium were 'as good as' repayments of the relevant loan or that the Borrower could not himself choose the relevant insurer and/or (ii) the insurance conditions may have been printed on the letterhead of, or otherwise contain eye catching references to, the relevant Originator (or *vice versa*). However, the Issuer has been advised that absent such specific circumstances, it is unlikely for the Deduction Risk to apply to Eligible Receivables of this category. As the Borrower selects an insurer of his own choice (subject to prior approval by the relevant Originator), this emphasises that it concerns two separate relationships. Also, a factor which generally decreases the extent to which the Deduction Risk becomes relevant, is that Eligible Receivables of this category relate to different insurers.

Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to a Loan falling under this category 3, that (i) the relevant Mixed Insurance Policy and the relevant Loan are not offered as one product or under one name and (ii) the relevant Borrowers are not obliged to enter into a Mixed Insurance Policy with an insurer which is a group company of the relevant Originator and are free to choose the insurer (subject to prior approval by the relevant Originator).

4. ***Products with Mixed Insurance Policy (but no switch element) where an Originator pre-selects insurer***

*The Deduction Risk may apply to Eligible Receivables relating to a Mixed Insurance Policy (but no switch element) where an Originator pre-selects the insurers.*

Certain Eligible Receivables relate to a Mixed Insurance Policy between the relevant Borrower and an insurer pre-selected by the relevant Originator. A factor which may increase the extent to which the Deduction Risk becomes relevant in respect of Eligible Receivables of this category, is that there is only a limited number of insurers which are pre-selected by the Originators. The Mixed Insurance Policy provides for (a) a risk element for which risk premium is paid and (b) a capital element for which capital premium is paid and which consists of a savings part and/or an investment part, as the case may be. The insurer keeps the savings and/or investments in its own name. The Issuer has been advised that for Eligible Receivables of this category, the Deduction Risk cannot be excluded, as there may be specific circumstances which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his payments of capital premium were 'as good as' repayments of the relevant loan. The Issuer has been advised that, although such specific circumstances may be absent, in general there may still be a certain Deduction Risk for Eligible Receivables of this category. As the Borrower has no option to choose an insurer this could, possibly with other circumstances, have led the Borrower to believe that he was not entering into two separate relationships. Other relevant circumstances include whether:

- the mortgage loan agreement and the insurance agreement, respectively, or documents or general terms and conditions pertaining thereto, have been printed on the letterhead of, or

otherwise contain eye catching references to, the insurer or the relevant Originator, respectively;

- the representative of the relevant Originator also represents the insurer (or *vice versa*), for example in taking care of the medical acceptance of the Borrower or otherwise in entering into, executing or carrying out the insurance or mortgage loan agreement;

- the insurer is, or was when entering into the agreements, an affiliate of or otherwise associated with the relevant Originator; and/or

- as is the case in respect of Savings Loans, the interest base applicable to the savings is linked to the interest base applicable to the relevant Savings Loan.

Depending on the factors described above, the CBC may be unable to recover or recover fully on Eligible Receivables relating to a Mixed Insurance Policy (with no switch element) where the Originators select the insurers. This Deduction Risk will be catered for as follows, but only in relation to Transferred Receivables of this category resulting from a Savings Loan ("**Category 4 Receivables**").

4.1 *Deduction from Asset Cover Test and Amortisation Test*

Unless and until a Master Sub-Participation Agreement is in effect in relation to the relevant Category 4 Receivables, an amount calculated on the basis of a method notified to the Rating Agencies by the Administrator related to the relevant paid-in savings premium amounts will be deducted for the purposes of the Asset Cover Test and the Amortisation Test in relation to Category 4 Receivables. Such a deduction in principle means that the outcome of the Asset Cover Test and the Amortisation Test will be negatively influenced each time when further savings premiums are paid to the insurer by the relevant Borrower (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

4.2 *Master Sub-Participation Agreement*

Each Originator undertakes in the Guarantee Support Agreement to use reasonable endeavours to procure that upon the occurrence of a Notification Event, a Master Sub-Participation Agreement is, or is put, in place between the relevant insurer and the CBC and signed for acknowledgement by the relevant Originator in relation to Category 4 Receivables. For as long as no Notification Event has occurred or the relevant Originator and the relevant insurer have not agreed to replace a Master Transfer Agreement with a Master Sub-Participation Agreement in respect of such Category 4 Receivable, a Master Sub-Participation Agreement may, if it concerns an MTA Receivable, be combined with a Further Master Transfer Agreement (see paragraph 4.3 (*Master Transfer Agreement*) below).

Pursuant to a Master Sub-Participation Agreement relating to any such Category 4 Receivable, an Initial Settlement Amount and Further Settlement Amounts will be payable by the relevant Participant to the CBC in return for a Participation. If the relevant Borrower invokes against the CBC that he may deduct lost Proceeds from the relevant Transferred Receivable, the relevant Participation of the relevant Participant will be reduced with an amount equal to such lost Proceeds, in accordance with the relevant Master Sub-Participation Agreement. Unless and until (i) both an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a CBC Acceleration Notice is served, all amounts expressed to be payable by or to the CBC under the relevant Master Sub-Participation Agreement, shall instead be payable by or to the Issuer for its own account in accordance with the Pre-Notice-to-Pay Priority of Payments. However, if (i) an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a CBC Acceleration Notice is served, all further Initial Settlement Amounts and Further Settlement Amounts will be collected by or on behalf of the CBC and be applied in accordance with the Post-Notice-to-Pay Priority of Payments or Post-CBC-Acceleration-Notice Priority of Payments, as the case may be. For the purpose of the Asset Cover

Test and the Amortisation Test, the Net Outstanding Principal Balance of the relevant Transferred Receivable will be taken into account, meaning in relation to Category 4 Receivables in respect of which a Master Sub-Participation Agreement is in effect, that an amount equal to the relevant Participation will be deducted and that no further deduction as set out in paragraph 4.1 will be necessary.

When a Master Sub-Participation Agreement enters into force as abovementioned, the Participant may not be at liberty to on-pay savings premiums to the CBC, for example because it has in principle committed itself to keep the savings in its bank account with the relevant Originator. In such circumstances and unless otherwise agreed between the relevant Originator and the relevant Participant, the monthly on-payment obligations of the relevant Participant will be funded by a loan from the relevant Originator to such relevant Participant (the "**Sub-Participation Loan**"). If:

- the Participant becomes insolvent and the Borrower invokes that he may deduct the lost Proceeds from the relevant Eligible Receivable, then (i) the Participant will not be paid under the Master Sub-Participation Agreement and (ii) the Originator will set-off (a) its obligation to pay out to the Participant the savings standing to the credit of the Participant's bank account against (b) its right to receive repayment of the Sub-Participation Loan; or

- the Originator becomes insolvent and as a result, the Participant is not able to pay out the Proceeds to the Borrower and the Borrower invokes that he may deduct the lost Proceeds from the relevant Eligible Receivable, then (i) the Participant will not be paid under the Master Sub-Participation Agreement and (ii) the Participant will set-off (a) its receivable for the savings balance in its bank account with the Originator against (b) its obligation to repay the Sub-Participation Loan to the Originator.

4.3 *Master Transfer Agreement*

Certain Eligible Receivables of the category described in this paragraph 4 (each an "**MTA Receivable**") are subject to an existing master transfer agreement (a "**Master Transfer Agreement**") between the relevant insurer and the relevant Originator. On the basis of such Master Transfer Agreement part of the relevant Eligible Receivable is on a monthly basis transferred to the insurer against on-payment of the relevant savings premium. The Deduction Risk for MTA Receivables will be catered for as set out in this paragraph 4.3 only.

Unless the relevant Originator and the relevant insurer have agreed to replace the relevant Master Transfer Agreement with a Master Sub-Participation and to retransfer all MTA Receivables the subject of such Master Transfer Agreement to the relevant Originator prior to that Originator transferring any such MTA Receivables to the CBC, an existing Master Transfer Agreement fits into the Programme as follows: the part of the loan owed to the relevant Originator constitutes the Eligible Receivable to be transferred to the CBC, whereas the CBC will on a monthly basis retransfer part of the relevant Transferred Receivable back to the relevant Originator, for on-transfer to the relevant insurer. The Guarantee Support Agreement and the Trust Deed provide that on-payments of savings premium received by the CBC as purchase price from the relevant Originator or the relevant insurer (on behalf of the relevant Originator), as the case may be, in connection with such retransfers under the Guarantee Support Agreement and any such Master Transfer Agreement will constitute principal proceeds in relation to, and for the purpose of, the relevant part of the Transferred Receivable and will on that basis be applied in accordance with the relevant Priority of Payments. Furthermore, the Guarantee Support Agreement provides that upon the occurrence of a Notification Event no further retransfers of MTA Receivables by the CBC to the relevant Originator for the purpose of on-transfer of such MTA Receivables by the relevant Originator pursuant to a Master Transfer Agreement will take place.

As a consequence of such indirect or, following the occurrence of a Notification Event, direct (re-)transfers to the insurer of Eligible Receivables secured by All-monies Security (or where applicable Fixed Security), the relevant All-monies Security (or where applicable Fixed Security) will become part of a joint estate (*gemeenschap*) of the insurer and the relevant Originator, or, as the case may be, CBC. As set out above (see further the paragraph above entitled "*The risk that certain security rights attached to the Eligible Receivables transferred to the CBC may become part of a joint estate between the CBC and the Originators, which could reduce or delay the amount which the CBC may recover under the relevant mortgage and which could adversely affect the*

*ability of the CBC to meet fully and/or timely its obligations under the Guarantee.*"), this means, amongst other things, that in the case of foreclosure of the All-monies Security (or where applicable Fixed Security), the insurer and the relevant Originator or, as the case may be, the CBC in principle need to act jointly and share the proceeds *pro rata* on the basis of their respective shares in the joint estate whereas no intercreditor arrangements will be in place between the insurer and the relevant Originator or, as the case may be, the CBC. The requirement to act jointly may cause delays, deadlocks and other difficulties in any such foreclosure proceedings.

The intention of a Master Transfer Agreement is that if and to the extent that the relevant Borrower purports to deduct lost Proceeds from the aggregate principal amount outstanding of the loan, he would do so *vis-à-vis* the insurer by way of set-off. After all, the insurer would at that time be in default to pay out the Proceeds under the relevant insurance policy and would for an amount equal to the lost Proceeds be creditor of part of the loan. However, the Issuer has been advised that under Dutch law it may not be possible for the Borrower to invoke set-off *vis-à-vis* the relevant insurer, as the CBC would be the beneficiary of, and/or the holder of a notified right of pledge on, the right to receive the Proceeds under the relevant insurance policy. Even if this barrier to set-off is removed (e.g. by the CBC waiving such beneficiary rights and/or granting its consent as pledgee), the Borrower may still have the alternative to, instead of invoking set-off *vis-à-vis* the insurer, invoke defences *vis-à-vis* the CBC purporting to establish that an amount equal to the lost Proceeds is deducted from the Transferred Receivable he owes to the CBC. In that sense there may still be a certain Deduction Risk for a Transferred Receivable of this category for which a Master Transfer Agreement is in place (whilst such Receivables would already have been reduced as a result of the monthly (re)transfers in connection with the relevant Master Transfer Agreement).

Unless another solution is implemented to the satisfaction of the Rating Agencies (including for example by using a further Master Transfer Agreement in combination with a Master Sub-Participation Agreement as described in parapgraph 4.2 above), said Deduction Risk will be treated as follows in relation to MTA Receivables:

- as retransfers are carried out by the CBC in connection with the relevant Master Transfer Agreement, the principal amount of the relevant Transferred Receivable will gradually reduce. In addition, in relation to the abovementioned Deduction Risk pertaining to the so reduced Transferred Receivable, a deduction as described in paragraph 4.1 (*Deduction from Asset Cover Test and Amortisation Test*) above will take place for the purpose of the Asset Cover Test or the Amortisation Test; and

- each Originator undertakes in the Guarantee Support Agreement to use reasonable endeavours to procure that upon the occurrence of a Notification Event the relevant Master Transfer Agreement is terminated and replaced by a Master Sub-Participation Agreement in relation to the relevant Category 4 Receivables between the CBC and the relevant insurer.

Despite the measures described in paragraphs 4.1 to 4.3 above, the CBC may face difficulties in enforcing claims against relevant Borrowers in connection with Eligible Receivables relating to insurance policies where the Borrowers are to pay risk premiums and capital premiums to insurers pre-selected by the Originators if the relevant insurer becomes subject to an Insolvency Proceeding or for some other reason does not make payments in respect of the relevant insurance policy. Thus, the CBC's ability to meet its obligations under the Guarantee may be adversely affected. This may lead to losses on the Covered Bonds.

4.4 *Third Party Accounts*

For certain Eligible Receivables of this category a third party account (*kwaliteitsrekening*) arrangement is in place between the relevant insurer and Originator (not involving the relevant Borrower) with a view to a possible insolvency of the relevant insurer. Under this arrangement the relevant insurer keeps an individual savings account with the relevant Originator for all savings premiums to be received from any individual Borrower. The intent of this individual arrangement is that in the case of an insolvency of the relevant insurer, the insurer's right to receive payment from the Originator in respect of the individual savings account, would fall outside the insurer's insolvent estate. The Issuer has been advised that under Dutch law this arrangement is in itself

unlikely to be effective. Transferred Receivables for which this arrangement is in place will be treated as described under paragraphs 4.1 and 4.2 above.

4.5 *Category 4 Receivables originated by ABN AMRO Hypotheken Groep*

In respect of certain Savings Loans originated by ABN AMRO Hypotheken Groep, the relevant conditions applicable to the related savings insurance policy provide that, if (part of) the Savings Receivable is transferred to the relevant insurer (for example, pursuant to a Master Transfer Agreement), in the event of termination of the relevant savings insurance policy the insurer is entitled to set-off the commutation payment in respect of the relevant insurance policy against the part of the relevant Savings Receivable that has been transferred to such insurer. In addition, the relevant mortgage conditions provide that if and to the extent that (i) the insurer has deposited the Savings with ABN AMRO Hypotheken Groep and (ii) ABN AMRO Hypotheken Groep is unable to repay the relevant savings amount to the relevant insurer, such insurer is entitled to deduct such amounts unpaid by ABN AMRO Hypotheken Groep from any Proceeds payable by it to the relevant Borrower under the relevant savings insurance policy. The relevant mortgage conditions do not provide whether the Borrower is in such case discharged from its corresponding payment obligations *vis-à-vis* ABN AMRO Hypotheken Groep (or the CBC) under the relevant Savings Receivable. The Issuer has been advised that also for Eligible Receivables of this category, the Deduction Risk cannot be excluded. As set out above, unless and until a Master Sub-Participation Agreement is in effect in relation to such Category 4 Receivables, an amount calculated on the basis of a method notified to the Rating Agencies related to the relevant paid-in savings premium amounts will be deducted for the purposes of the Asset Cover Test and the Amortisation Test in relation to such Category 4 Receivables. If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

4.6 *Category 4 Receivables originated by ABN AMRO Bank*

In respect of certain Savings Loans originated by ABN AMRO Bank, the relevant conditions applicable to the related savings insurance policy provide that (i) in the event of ABN AMRO Bank being subjected to Dutch Insolvency Proceedings, the relevant insurer has the right to apply, on behalf of the relevant Borrower as (partial) repayment of the Loan to ABN AMRO Bank, the amount invested on the bank account of the relevant insurer held with ABN AMRO Bank in respect of such savings insurance policy and (ii) the relevant insurer will in such event be released from its obligations under the relevant savings insurance policy up to the amount so applied. It is uncertain whether this set-off arrangement is enforceable. If this arrangement is effective, upon the exercise of such set-off right by the relevant insurer, the Receivable will be reduced by the amount so applied and the CBC would suffer a loss up to an amount by which such Receivable is reduced. As set out above, unless and until a Master Sub-Participation Agreement is in effect in relation to such Category 4 Receivables, an amount calculated on the basis of a method notified to the Rating Agencies related to the relevant paid-in savings premium amounts will be deducted for the purposes of the Asset Cover Test and the Amortisation Test in relation to such Category 4 Receivables. If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Despite the measures described in paragraphs 4.1 to 4.6 above, the CBC may face difficulties in enforcing claims against relevant Borrowers in connection with Eligible Receivables relating to insurance policies where the Borrowers are to pay risk premiums and capital premiums to insurers pre-selected by the Originators if the relevant insurer becomes subject to an Insolvency Proceeding or for some other reason does not make payments in respect of the relevant insurance policy. Thus, the CBC's ability to meet its obligations under the Guarantee may be adversely affected. This may lead to losses on the Covered Bonds.

5. ***Products with Mixed Insurance Policy and switch element, where an Originator pre-selects the insurer***

*The Deduction Risk may apply to Loans relating to a Mixed Insurance Policy and switch element where an Originator pre-selects the insurer.*

Certain Eligible Receivables relate to a Mixed Insurance Policy between the relevant Borrower and an insurer pre-selected by the relevant Originator. A factor which may increase the extent to which the Deduction Risk becomes relevant in respect of Eligible Receivables of this category, is that there is only a limited number of insurers which are pre-selected by the Originators. The Mixed Insurance Policy provides for (a) a risk element for which risk premium is paid and (b) a capital element for which capital premium is paid and which consists of a savings part and/or an investment part, as the case may be. The Borrowers are allowed to choose how the insurer should invest the investment part (from a list of approved investments) and can request the insurer to switch between investments, in whole or in part. The Borrowers are allowed to choose whether they prefer a savings and/or investment part and to switch between the savings and/or investment part, in whole or in part. The relevant insurer keeps the savings and/or investments in its own name, and maintains its savings account with the relevant Originator. The Issuer has been advised that for Eligible Receivables of this category, the Deduction Risk cannot be excluded, as there may be specific circumstances which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his payments of capital premium were 'as good as' repayments of the relevant loan. The Issuer has been advised that, although such specific circumstances may be absent, in general there may still be a certain Deduction Risk for Eligible Receivables of this category. As the Borrower has no option to choose an insurer, this could, possibly with other circumstances, have led the Borrower to believe that he was not entering into two separate relationships. Other relevant circumstances include whether:

- the mortgage loan agreement and the insurance agreement, respectively, or documents or general terms and conditions pertaining thereto, have been printed on the letterhead of, or otherwise contain eye catching references to, the insurer or the relevant Originator, respectively;

- the representative of the relevant Originator also represents the insurer (or *vice versa*), for example in taking care of the medical acceptance of the Borrower or otherwise in entering into, executing or carrying out the insurance or mortgage loan agreement;

- the insurer is, or was when entering into the agreements, an affiliate of the relevant Originator; and/or

- to the extent the capital premium consists of a savings part, the interest base applicable to the savings is linked to the interest base applicable to the relevant Loan.

The Issuer has also been advised that paragraph 4.6 above (*Category 4 Receivables originated by ABN AMRO Bank*) similarly applies to Category 5 Receivables relating to certain Loans originated by ABN AMRO Bank other than that a Master Sub-Participation Agreement will not be in effect in respect of Category 5 Receivables.

This Deduction Risk in relation to Transferred Receivables of this category ("**Category 5 Receivables**") can be catered for as follows, subject to compliance with applicable regulatory and other restrictions:

- the transfer by the insurer of:

  (i) both the relevant insurance agreements and the underlying savings and investments to a bankruptcy-remote special purpose subsidiary, which would then reinsure the risk element of the insurance policy with the relevant insurer; or

(ii) only the underlying savings and investments to a bankruptcy-remote special purpose subsidiary, which would then as surety (*borg*) accept liability for the insurer's obligations to pay out the Proceeds to the Borrower; and/ or

- only to the extent relating to a savings part, the entering into of a Master Sub-Participation Agreement in relation to each Transferred Receivable of this category.

For as long as no solution as described above is implemented to the satisfaction of the Rating Agencies, the Deduction Risk for this category of Eligible Receivables will in relation to the CBC be catered for through the Asset Cover Test and the Amortisation Test. The outcome of the Asset Cover Test and the Amortisation Test will be negatively influenced each time further capital premiums are paid to the insurer by the relevant Borrower (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Despite the measures described above taken to mitigate the Deduction Risk in respect of Eligible Receivables relating to Mixed Insurance Policies with switch element where the Originators pre-select the insurers, the Deduction Risk cannot be fully eliminated. Thus, the CBC may be unable to enforce fully its claims against the relevant Borrowers in respect of Eligible Receivables relating to Mixed Insurance Policies where Originators pre-select the insurers if the relevant insurer becomes subject to an Insolvency Proceeding or for some other reason does not make payments in respect of the relevant insurance policy and, as a result, the CBC may be unable to meet fully and/or timely its payment obligations to Covered Bondholders under the Guarantee. This may lead to losses on the Covered Bonds.

6. ***Products with savings part (but no investment part and no Mixed Insurance Policy)***

*The Bank Savings Deduction Risk (as defined above) may apply to Loans with savings part but no investment part and no Mixed Insurance.*

Certain Eligible Receivables relate to a mortgage loan agreement between the relevant Borrower and the relevant Originator (other than ABN AMRO Hypotheken Groep), which is connected to a Bank Savings Account which is, pursuant to the relevant mortgage loan agreement, required to be held in the name of the relevant Borrower with ABN AMRO Hypotheken Groep (the "**Bank Savings Deposit Bank**"). The intention is that at maturity the Loan Savings will be used to repay the loan, in whole or in part.

The Issuer has been advised that for Eligible Receivables of this category, the Bank Savings Deduction Risk cannot be excluded, as there may be specific circumstances which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his Loan Savings were 'as good as' repayments of the relevant loan. The Issuer has been advised that, although such specific circumstances may be absent, in general there may still be a certain Bank Savings Deduction Risk for Eligible Receivables of this category. As the Borrower has no option to choose a bank where the related Bank Savings Account is to be held, the Bank Savings Deposit Bank is, or was when entering into the mortgage loan agreements, an affiliate of or otherwise associated with the relevant Originator, the mortgage loan agreement, related documents and general terms and conditions pertaining thereto contain provisions relating to both the Bank Savings Loan and related Bank Savings Account (in this respect, the relevant general terms and conditions explicitly state that the Bank Savings Loan is a Savings Loan that consists of a mortgage loan and a savings account which account is only opened as part of a Bank Savings Loan) and the interest base applicable to the savings is linked to the interest base applicable to the relevant Bank Savings Loan, this could, possibly with other circumstances, have led the Borrower to believe that he was not entering into two separate relationships. Other relevant circumstances include whether the representative of the relevant Originator also represents the Bank Savings Deposit Bank (or *vice versa*), for example in entering into, executing or carrying out the mortgage loan agreement.

This Bank Savings Deduction Risk in relation to Transferred Receivables of this category ("**Category 6 Receivables**") will be catered for on the same basis as the set-off risk that exists in relation to the Bank Savings Receivables (see the paragraph "*Set-Off by Borrowers*" above). This means that amounts standing to the credit of the related Bank Savings Account will be deducted for the purpose of the Asset Cover Test and the Amortisation Test (unless it concerns a Participation Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance). Such deductions in principle mean that the outcome of the Asset Cover Test and the Amortisation Test will be lowered each time when further deposits are made by the relevant Borrower (save to the extent further Eligible Assets are transferred to the CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. Such failure of the Originators to transfer additional Eligible Assets if required may result in the CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Despite the measures described above taken to mitigate the Bank Savings Deduction Risk in respect of Loans where Borrowers make payments to a Bank Savings Account but no principal payments on the Loans, the Banks Savings Deduction Risk cannot be fully eliminated. Thus, the CBC may be unable to enforce fully its claims against the relevant Borrowers in respect of Loans with a savings part if the Bank Savings Deposit Bank becomes subject to an Insolvency Proceeding or for some other reason does not make payments in respect of the relevant Bank Savings Account and therefore, may be unable to meet fully and/or timely its payment obligations to Covered Bondholders under the Guarantee. This may lead to losses on the Covered Bonds.

*The risk that the CBC is unable to recover fully with respect to Loans which have been arranged so that the Borrower, instead of making principal payments, makes investments in certain investment products, the proceeds of which are intended to be used to repay the Loan. As a result, the CBC may be unable to make full and/or timely payments due to holders of the Covered Bonds under the Guarantee.*

Some of the Eligible Receivables relate to a mortgage loan agreement between the Borrower and the relevant Originator, which is connected to an investment product, i.e. Investment Loans, Life Loans and Hybrid Loans. The Borrower of such an Eligible Receivable does not repay principal during the term of the relevant mortgage loan, but instead invests in the investment product (where applicable combined with or part of a Mixed Insurance Policy). The intention is that at maturity, the principal proceeds of the investment can be used to repay the loan, in whole or in part. However, it is possible that the value of the investment will have reduced considerably and will be insufficient to repay the loan in full (such shortfall the "**Investment Loss**").

In addition to this general risk, there might in such circumstances be a risk that the Borrower successfully claims that he was not properly informed of the risks involved in making the investment and, for example, that therefore he may deduct an amount equal to the Investment Loss from the Transferred Receivable he owes to the CBC or he may claim a breach of contract (*wanprestatie*) or tort (*onrechtmatige daad*) and as a result he may dissolve (*ontbinden*) or nullify (*vernietigen*) the relevant contract. The Issuer has been advised that for Eligible Receivables of this category, the risk that such a claim is successful cannot be excluded. This could lead to the CBC having insufficient funds to pay any amounts due under the Guarantee, which in turn could lead to losses under the Covered Bonds.

Some of the Eligible Receivables are linked to Mixed Insurance Policies with an investment part. There may in certain circumstances be a risk that a Borrower successfully claims that he was not properly informed of:

- the cost element applied by the relevant insurer to the investment premiums paid by such Borrower and/or that the insurer did not properly perform the related insurance agreement in applying the cost element; or

- the allocation of insurance premium between the investment part and the risk element of the Mixed Insurance Policy. A shortfall in the performance of the investment part increases the required amount of the insurance premium being allocated to the risk element and thus results in less insurance premium being allocated to the investment part, which may in turn negatively affect the performance of the investment part even further.

In either case there may in certain circumstances be a risk that, for example, a Borrower may terminate the insurance policy (which in turn could affect the collateral granted to the Originator (e.g. Beneficiary Rights and rights of pledge in respect of such insurance policy) and trigger early termination of the related loan) and/or deduct from, or set-off against, the Transferred Receivable he owes to the CBC an amount equal to any (additional) amount owed to him under or in respect of such insurance policy as a result of or in connection with such claim.

Since 2006 an issue has arisen in The Netherlands regarding the costs of investment insurance policies (*beleggingsverzekeringen*), such as the Mixed Insurance Policies with an investment part, commonly known as the "usury insurance policy affair" (*woekerpolisaffaire*). It is generally alleged that the costs of these products are disproportionally high, that in some cases a legal basis for such costs is lacking and that the information provided to the insured regarding those costs has not been transparent.

If Mixed Insurance Policies with an investment part are for reasons described in this paragraph dissolved or terminated, this would affect the collateral granted to secure the related Life Loans and Hybrid Loans. The Issuer has been advised that in such case the related Life Loans and Hybrid Loans could also be dissolved or nullified, but that this would depend on the particular circumstances involved. Even if the related Life Loans or Hybrid Loan were not affected the policyholder may invoke set-off or other defences against the Issuer. No actions have yet been announced against the Initial Originators in relation to the risks described above in relation to Life Loans and Hybrid Loans.

The Issuer has been advised that the above risks largely depend on which specific information has been provided to the relevant Borrower through sales people and/or sales materials and that in this respect it is also relevant whether applicable statutory and contractual duties, including statutory duties to provide information to prospective investors, have been complied with.

Contrary to certain set-off risks described above under "*Set-Off by Borrowers: The CBC's rights and the Trustee's enforcement of pledges in respect of Transferred Receivables may be limited by Borrowers' set-off rights against Originators. As a result, the CBC and/or the Trustee may be unable to meet their payment obligations fully and/or timely under the Transaction Documents to holders of the Covered Bonds*", "*The CBC's rights to full payment under the Transferred Receivables may be limited in cases where the relevant Loans entail an arrangement under which an Originator deposits funds into a blocked deposit account, to be applied at a later stage in connection with construction or improvement costs incurred by the Borrowers and the relevant Originator becomes subject to Insolvency Proceedings*" and "*Some of the Loans are arranged so that Borrowers, instead of paying principal on the Loans, make payments to insurers or to Originators (in Bank Savings Accounts with the Bank Savings Deposit Bank), which payments are intended to be used to repay the Loans at maturity. If such insurers or the Bank Savings Deposit Bank become subject to an Insolvency Proceeding or for some other reason do not fully make payments in respect of the relevant insurance policy or Bank Savings Account, the CBC may be unable to recover fully amounts due on the related Loans because Borrowers may deduct amounts due to them under any insurance agreement or Banks Savings Account. This, in turn, could adversely affect the ability of the CBC to meet fully and/or timely its obligations under the Guarantee in such circumstances*", the risks described in this paragraph Investment products will neither through the Asset Cover Test nor through the Amortisation Test be catered for.

Under or pursuant to the Guarantee Support Agreement, each Initial Originator warrants and represents in relation to any of its Eligible Receivables which is connected to an investment product where the related investment product is offered by the relevant Initial Originator itself (and not by a third party securities institution or bank), that such investment product has been offered in accordance with all applicable laws and legal requirements prevailing at the time of origination, including those on the information that is to be provided to prospective investors.

In view of the potential inability of Borrowers to repay Loans where investment proceeds are insufficient for such repayment or the potentially successful claims by Borrowers that they were not properly informed of the risks involved in making the investments in question, as well as the potential for other actions against the Originators in relation to the Loans described above, there is a risk that the CBC would not be able to recover fully on Transferred Receivables based on Loans arranged as part of an investment product. Consequently, the CBC may be unable to meet fully and/or timely its obligations to Covered Bondholders under the Guarantee, which in turn could lead to losses under the Covered Bonds.

*The risk that the CBC's rights under insurance policies pledged by Borrowers or containing a beneficiary clause or partner instruction in favour of the relevant Originator may be subject to limitations under Dutch insolvency law.*

Some of the Eligible Receivables relate to a mortgage loan agreement between the Borrower and the relevant Originator which is connected to (i) an insurance policy with a risk and/or capital element, (ii) a securities account, or (iii) a Bank Savings Account, as the case may be. If the relevant mortgage conditions provide that rights of such Borrower in respect of such an insurance policy, securities account or a Bank Savings Account, as the case may be, are to be pledged, such rights of such a Borrower have been pledged to the relevant Originator. The above considerations on pledge and insolvency, made in the context of pledges to the Trustee (see "*Section B.2 Asset Backed Guarantee*" above), apply *mutatis mutandis* to pledges and mortgages by the Borrowers.

In particular, the Issuer has been advised that under Dutch law it is possible that the receivables purported to be pledged by the Borrowers in respect of insurance policies, qualify as future receivables. As mentioned above, if an asset is a future asset at the moment a bankruptcy, suspension of payments or debt restructuring arrangement (*schuldsaneringsregeling*) takes effect in relation to the relevant pledgor, such assets are no longer capable of being pledged (unless the relevant insolvency official would agree). The Issuer has been advised that under Dutch law there is no general rule that is readily applicable to determine whether a claim arising from an insurance policy is an existing or a future claim. As a result, it is uncertain whether and to what extent the pledges of receivables under said insurance policies by the Borrowers are effective. The Issuer has been advised that, in respect of capital insurances (*sommenverzekeringen*) it is likely that the beneficiary's claims against the insurer corresponding with premiums which have already been paid to the insurer are existing claims, while claims relating to periods for which no premiums have yet been paid may very well be future claims. The Issuer has been advised that in respect of risk insurances (*schadeverzekeringen*) it is uncertain whether the beneficiary's claim can be characterised as an existing claim before the insured event occurs.

*Accordingly, if insurance claims qualify as future assets, the CBC's ability to recover the full amount of the related Loans may be adversely affected, which may in turn adversely affect the CBC's ability to meet timely and/or fully its obligations under the Guarantee, which in turn could lead to losses under the Covered Bonds.*

**4. Risk Factors Regarding the Swaps**

***A. Risks related to Swap Agreements***

*The CBC is only required to enter into Structured Swaps in relation to any Covered Bond not denominated in Euro. The CBC is not required to enter into any other Swaps in relation to the Programme or any Series of Covered Bonds to correct certain mismatches. Any Swap, if entered into, may be insufficient to hedge fully against mismatches which may adversely affect the realisation value of the Transferred Receivables by the CBC and/or adversely affect the CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.*

There may be certain mismatches between the currency in which interest and principal are received on the Transferred Assets, the Substitution Assets, the Authorised Investments and the balance of the AIC Account and in which interest and principal are payable under the Covered Bonds. The CBC will provide, to a certain extent, a hedge against these mismatches by entering into Structured Swaps.

These Structured Swaps are entered into to hedge, to a certain extent, certain interest rate, principal and/or currency risk of any possible mismatch between (i) the Agreed Base Reference Rate and the rate of interest payable under any Series and/or (ii) euro denominated Principal Receipts and amounts of principal payable under any non-euro denominated Series.

On the date hereof, the CBC has only entered in Structured Swaps in relation to any Covered Bonds not denominated in Euro. Certain interest rate risks in respect of amounts received and payable by the CBC in respect of any Covered Bond denominated in euro, as referred to above, are to a certain extent mitigated by way of the Interest Reserve Cover Fund.

The CBC may, but is not required to, enter into any Total Return Swap or any Interest Swap to mitigate any mismatch possible in the rates of interest and revenue received on the Transferred Receivables (which

may, for instance, include variable rates of interest, discounted rates of interest, fixed rates of interest or rates of interest which track a base rate) or the rates of interest or revenue payable on the other Transferred Assets, the Substitution Assets, the Authorised Investments and the balance of the AIC Account and the rate of interest and principal payable on the outstanding Covered Bonds. Any Interest Rate Swap may be entered into to hedge the risk (and provided that there is such a risk) of any possible mismatch between the Agreed Base Reference Rate and the rate of interest payable under any euro denominated Series.

Pursuant to the Swap Undertaking Letter, ABN AMRO Bank undertakes to, or to procure an Eligible Swap Provider to, enter into one or more (as agreed between the CBC and such Eligible Swap Provider) Swap Agreements with the CBC governing (a) Structured Swap(s) for each Series if (i) a Notification Event occurs, (ii) a Notice to Pay or CBC Acceleration Notice is served, (iii) the rating(s) of ABN AMRO Bank are, or fall, below the minimum rating(s) set for an Eligible Swap Provider for Structured Swaps or (iv) the unsecured, unsubordinated and unguaranteed debt obligations of ABN AMRO Bank are rated lower than 'F1' (short-term) and 'A-' (long-term) from Fitch (or any other minimum rating as determined to be applicable or agreed by Fitch from time to time (in which case Structured Swaps will be required) or (b) one or more Total Return Swap(s) and/or one of more Interest Rate Swap(s) for any Series if so requested by the CBC.

Such Swaps may not be entered into at all or, if entered into, may be insufficient to fully correct mismatches in the rates of interest and revenue on the Transferred Receivables or the rates of interest or revenue payable on the other Transferred Assets, the Substitution Assets, the Authorised Investments and the balance of the AIC Account, foreign currency and euro exchange rates and the rate of interest and principal payable on the outstanding Covered Bonds, as well as other mismatches which may adversely affect the realisation value of the Transferred Receivables, and/or the CBC's ability to fulfil its obligations under the Guarantee. This may result in losses under the Covered Bonds.

*Defaults under the Swap Agreements may expose the CBC to changes in the relevant currency exchange rates and to any changes in the relevant rates of interest on the Transferred Receivables, thereby adversely affecting the CBC's ability to fulfil its obligations under the Guarantee.*

If the CBC (or the Issuer on its behalf) fails to make timely payments of amounts due under any Swap, then it will have defaulted under that Swap and the relevant Swap Agreement may be terminated. If a transaction evidenced by a Swap Agreement terminates or the Swap Provider defaults in its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the CBC on the payment date under the Swap Agreements, the CBC will be exposed to changes in the relevant currency exchange rates to euro and to any changes in the relevant rates of interest. As a result, unless a replacement swap is timely entered into, the CBC may have insufficient funds to make payments under the Guarantee. This may result in losses under the Covered Bonds.

*The CBC's obligation to make a termination payment under a Swap Agreement may adversely affect the ability of the CBC to meet its obligations under the Guarantee.*

A Swap Agreement may govern the terms of the Total Return Swap and/or one or more Interest Rate Swaps and/or one or more Structured Swaps. There is no obligation for the CBC and the relevant Eligible Swap Provider to enter into a Swap Agreement for each Swap separately. Therefore, a default or termination event under a Swap Agreement could result in early termination of all swaps transactions evidenced by such Swap Agreement. If a transaction evidenced by a Swap Agreement terminates, then the CBC may be obliged to make a termination payment to the relevant Swap Provider. There can be no assurance that the CBC will have sufficient funds available to make such a termination payment, nor can there be any assurance that the CBC will be able to enter into a replacement swap agreement, or if one is entered into, that the rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agencies.

If the CBC is obliged to make a termination payment under the Swap Agreement governing the Total Return Swap and any other Swap, such termination payment for an amount not exceeding the Capped TRS Termination Amount will rank ahead of amounts due under the Guarantee in respect of each Series except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swap Agreement to terminate. If the CBC is obliged to make a termination payment under any Swap Agreement governing one or more Interest Rate Swaps and/or Structured Swaps, such termination payment (or any remaining termination payment attributable to the relevant Interest Rate Swap or Structured Swap if the relevant Swap Agreement also governs the Total Return Swap) will rank *pari passu* with amounts due under the Guarantee

in respect of each Series except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swap Agreement to terminate. The obligation to make a termination payment other than arising from default by, or downgrading of, the Swap Provider, may adversely affect the ability of the CBC to meet its obligations under the Guarantee. This may lead to losses under the Covered Bonds.

*The difference in timing between the obligations of the CBC and the relevant Swap Provider may adversely affect the CBC's ability to make payments under the Guarantee.*

With respect to the Interest Rate Swaps and the Structured Swaps, the CBC (or the Issuer on its behalf) may be obliged to make monthly payments to the relevant Swap Provider, whereas the relevant Swap Provider may not be obliged to make corresponding swap payments for up to twelve months. If the relevant Swap Provider does not meet its payment obligations to the CBC, the CBC may have a larger shortfall than it would have had if the relevant Swap Provider's payment obligations had coincided with CBC's payment obligations under the relevant Swap Agreement. Hence, the difference in timing between the obligations of the CBC and the relevant Swap Provider may adversely affect the CBC's ability to make payments under the Guarantee. This may lead to losses under the Covered Bonds.

*A Swap Provider's default under a Swap Agreement with the CBC, when the Post-Notice-to-Pay Priority of Payments applies, may result in interest and principal payments due under the Guarantee in respect of the relevant hedged Series not being paid timely and/or in full.*

If the Post-Notice-to-Pay Priority of Payments applies, it is funded on each CBC Payment Date by the Available Revenue Receipts and the Available Principal Receipts, which are amounts actually received by the CBC prior to such CBC Payment Date. To avoid that amounts received by the CBC in respect of interest or principal under any Interest Rate Swap or Structured Swap during a CBC Payment Period need to be retained for application until the next CBC Payment Date, such amounts (for the avoidance of doubt excluding Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) are credited to the Swap Interest Ledger or the Swap Principal Ledger, as the case may be. Amounts which are credited to the Swap Interest Ledger or the Swap Principal Ledger in a CBC Payment Period in respect of a particular Series, are (a) on-paid to the Trustee or the Principal Paying Agent to cover Scheduled Interest or Scheduled Principal that is Due for Payment in such CBC Payment Period under the Guarantee in respect of such Series or (b) in the event that there is an excess over such Scheduled Interest or Scheduled Principal that is Due for Payment, for credit to the Revenue Ledger or the Principal Ledger, as the case may be.

When the Post-Notice-to-Pay Priority of Payments applies, there is a risk that, should a Swap Provider default in the performance of its obligation to pay to the CBC an amount under any Interest Rate Swap or Structured Swap and despite certain contractual risk mitigants included in the relevant Transaction Documents, the corresponding Scheduled Interest or Scheduled Principal that is Due for Payment in such CBC Payment Period under the Guarantee in respect of such Series cannot be paid timely and/or in full. This may lead to losses under the Covered Bonds.

***B. Regulatory risks regarding the Swap Agreements***

*Compliance with Regulation (EU) 648/2012 of 16 August 2012 on OTC derivatives, central counterparties and trade repositories ("EMIR"), and other regulations relating to derivative contracts, may give rise to additional costs and expenses for the Issuer and the CBC, which may in turn reduce amounts available to make payments with respect to the Covered Bonds.*

The CBC may, but is not required to, enter into one or more Swap Agreement(s), which are bilateral over-the-counter ("**OTC**") derivative contracts. EMIR establishes certain requirements for relevant OTC derivative contracts, including (i) mandatory clearing obligations for certain categories of sufficiently standardised derivative contracts, (ii) the mandatory exchange of initial and/or variation margin for OTC derivative contracts not cleared by a central counterparty, (iii) other risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty and (iv) reporting requirements. However, the application of some of these requirements depends on the classification of the parties to the relevant OTC derivative contract, including whether such parties are financial counterparties or non-financial counterparties and, in some cases, on the aggregate nominal amount of non-exempt OTC derivative contracts attributed to such parties.

The Issuer does not expect the CBC to be or become subject to the clearing obligation under EMIR in respect of any of its Swap Agreements, as this obligation only applies to a party to a derivative contract of

a certain category if such party is (a) a financial counterparty that exceeds the applicable clearing threshold for any category of derivative contract, as determined by reference to the notional amount of its non-exempt OTC derivative contracts of each category outstanding, or (b) a non-financial counterparty that exceeds the applicable clearing threshold for such category of derivative contracts, as determined by reference to the notional amount of non-exempt OTC derivative contracts of that category outstanding for that non-financial counterparty and any other members of its group that are also non-financial counterparties. As at the date of this Securities Note, the CBC does not satisfy any of those criteria. The various criteria are however subject to change as a result of the entry into force of Regulation (EU) 2024/2987 and upcoming technical standards.

If the clearing obligation does not apply to the CBC in respect of any of its Swap Agreements, the Issuer also does not expect the CBC to be or become subject to the requirement to exchange margin for its Swap Agreements that are non-cleared derivative contracts, as this obligation only applies to a party to a derivative contract if such party is (a) a financial counterparty or (b) a non-financial counterparty that exceeds the applicable clearing threshold for any category of derivative contracts, as determined by reference to the notional amount of non-exempt OTC derivative contracts of each category outstanding for that non-financial counterparty and any other members of its group that are also non-financial counterparties. As at the date of this Securities Note, the CBC does not satisfy any of those criteria either.

Moreover, even if the CBC would at any time satisfy the applicable criteria specified above, it may be able to rely on specific statutory exemptions for OTC derivative contracts concluded with covered bond issuers or with cover pools for covered bonds. However, the possibility cannot be excluded that the CBC may in the future, whether as a result of changes to the legislation or group activity, qualify as a counterparty subject to the clearing obligation in respect of one or more of its Swap Agreements, or as a counterparty subject to the requirement to exchange margin requirements in respect of one or more of its Swap Agreements that are non-cleared derivative contracts and not be able to rely on any such exemptions. This would lead to significantly more administrative burdens, higher costs and potential complications, for instance if the CBC was to be required to enter into a replacement swap agreement or to amend the Swap Agreements, as the case may be, in order to comply with these requirements. A failure to comply with EMIR may result in fines being imposed on the CBC, which may affect the CBC's ability to make payments under the Guarantee. This may lead to losses under the Covered Bonds.

*Uncertainty as to the validity and/or enforceability of "flip clauses" may adversely affect the CBC's ability to meet its obligations under the Guarantee.*

The validity of contractual priorities of payments such as those contemplated in the Transaction Documents has been challenged in the English and U.S. courts. In particular, there is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of the same debtor, upon the occurrence of insolvency proceedings relating to that creditor. Recent cases have focused on provisions involving the subordination of a swap counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such swap counterparty (so-called "**flip clauses**") and have considered whether such flip clauses breach the "anti-deprivation" principle under English and U.S. insolvency law. Flip clauses are similar in effect to the terms which are included in the Transaction Documents relating to the subordination of Excluded Swap Termination Amounts.

The "anti-deprivation" principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency. In the English proceedings it was argued that where a secured creditor subordinates itself to bondholders in the event of its insolvency, that secured creditor effectively deprives its own creditors. The Supreme Court of the United Kingdom in *Belmont Park Investments PTY Limited (Respondent) v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc [2011] UKSC 38* unanimously upheld the decision of the Court of Appeal in dismissing this argument and upholding the validity of similar priorities of payment, stating that, provided that such provisions form part of a commercial transaction entered into in good faith which does not have, as its predominant purpose or one of its main purposes, the deprivation of the property of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provisions.

In the U.S. Bankruptcy Court for the Southern District of New York in *Lehman Brothers Special Financing Inc. v. BNY Corporate Trustee Services Limited.* (In re Lehman Brothers Holdings Inc.), Adv. Pro. No. 09 1242 JMP (Bankr. S.D.N.Y. 20 May 2009), the Court declined to follow the English Court’s approach. The

U.S. Court examined a flip clause and held that such a clause was an "ipso facto" clause unenforceable under the U.S. Bankruptcy Code. An "ipso facto" clause is one that seeks to modify the relationship among contracting parties due to the filing of a bankruptcy petition, and is as a general matter unenforceable. More recently, however, the United States Court of Appeals for the Second Circuit reached a different conclusion with respect to the enforceability of an "ipso facto" clause that the swap agreements incorporated by reference.

On August 11, 2020 the Second Circuit upheld the enforceability of flip clauses (*Lehman Brothers Special Financing Inc. v. Branch Banking and Trust Company*, No. 18-1079 (2d Cir. August 11, 2020). The Second Circuit found that, even if the flip clauses in question were "ipso facto" clauses, Section 560 of the Bankruptcy Code exempted the swap agreements and the flip clauses from the general "ipso facto" prohibition. The Second Circuit's holding affirmed the March 14, 2018 ruling of the District Court (*Lehman Brothers Special Financing Inc. v. Bank of America National Association*), No. 17-cv-01224, 2018 WL 1322225 (S.D.N.Y. Mar. 14, 2018), which had in turn affirmed the Bankruptcy Court's ruling in *Lehman Brothers Special Financing Inc. v. Bank of America National Association*, et al. Case No. 10-3547 (In re Lehman Brothers Holdings Inc.), No. 10-03547 (Bankr. S.D.N.Y. 28 June 2016). The Second Circuit distinguished the instant case from *BNY Corporate Trustee Services Limited* on the grounds that, due to the structure of the transaction, the priority of payment provisions were incorporated by reference into the swap agreements and thus afforded the safe harbour protections of the Bankruptcy Code.

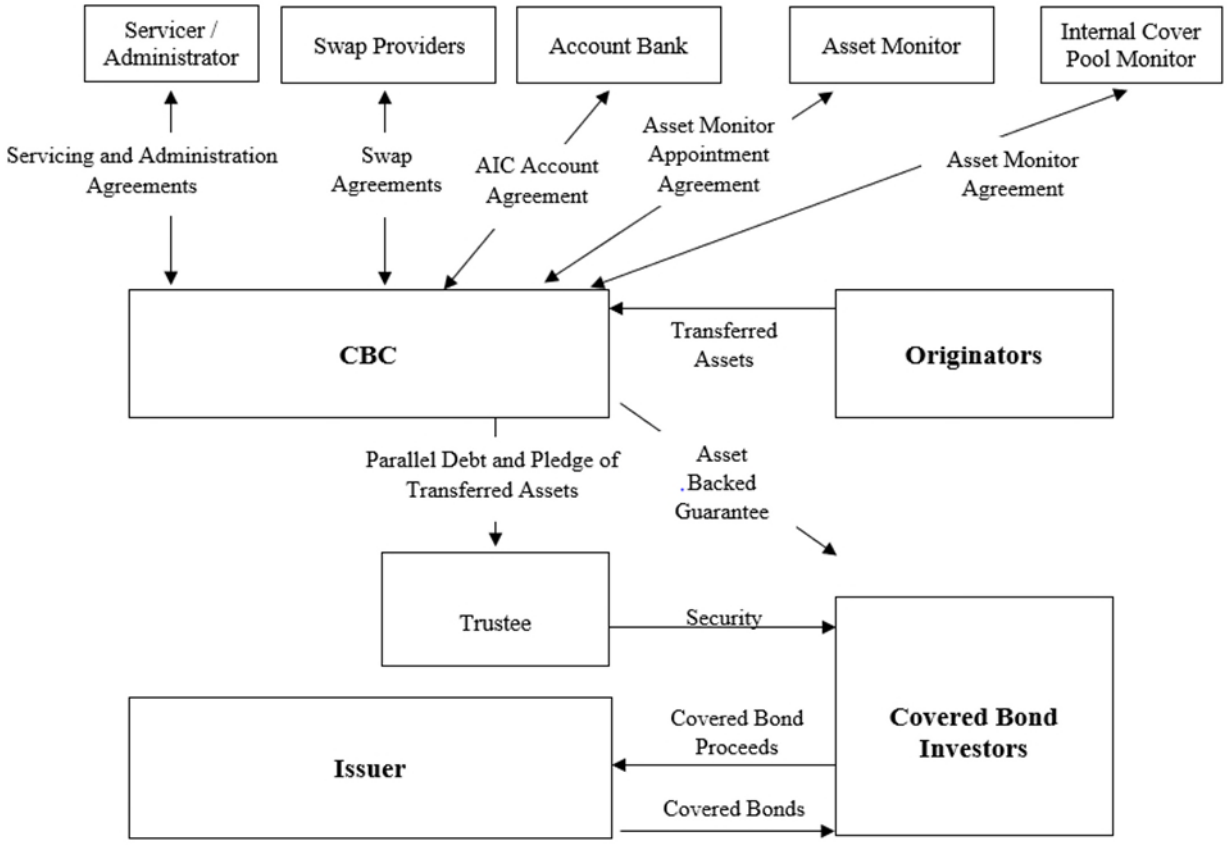
The treatment of flip clauses is an aspect of cross border insolvency law which remains untested. The priority issue is considered largely settled in England and Wales, and the Second Circuit decision is a significant step towards resolving the treatment of flip clauses in the U.S. However, concerns still remain that the English and U.S. courts will diverge in their approach which, in the case of an unfavourable decision in the U.S, may adversely affect the CBC's ability to make payments under the Guarantee. The Issuer has been advised that such a flip clause would be valid under Dutch law.

In light of the above, if a creditor of the CBC (such as ABN AMRO Bank as Swap Provider) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales or The Netherlands (including, but not limited to, the United States), and it is owed a payment by the CBC, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English and Dutch law governed Transaction Documents (such as a provision of each of the Post-Notice-to-Pay Priority of Payments and the Post-CBC-Acceleration-Notice Priority of Payments which refers to the ranking of the Swap Provider's payment rights in respect of Excluded Swap Termination Amounts). In particular, based on the decisions of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would be unenforceable "ipso facto" clauses under the U.S. bankruptcy laws. Such laws may be relevant in certain circumstances with respect to ABN AMRO Bank as Swap Provider given that it has assets and/or operations in the U.S. and notwithstanding that it is a non-US established entity (and/or with respect to any replacement counterparty or other Swap Provider, depending on certain matters in respect of that entity). In general, if a subordination provision included in the Transaction Documents was successfully challenged -under the insolvency laws of any relevant jurisdiction outside England and Wales or The Netherlands and any relevant foreign judgment or order was recognised by the English or Dutch courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the trading price of the Covered Bonds and/or the ability of the CBC to satisfy its obligations under the Guarantee.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of Excluded Swap Termination Amounts, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English or Dutch courts) may result in negative rating pressure in respect of the Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the trading price of the Covered Bonds may reduce.

## C. STRUCTURE DIAGRAM; PRINCIPAL TRANSACTION PARTIES

### C.1 STRUCTURE DIAGRAM



## C.2 PRINCIPAL TRANSACTION PARTIES

*The following list does not purport to be complete and is qualified in all respects by the remainder of this Securities Note. The parties set out below may be replaced from time to time.*

| | |
|---|---|
| **Account Bank:** | ABN AMRO Bank |
| **Administrator:** | ABN AMRO Bank |
| **Arranger:** | ABN AMRO Bank |
| **Asset Monitor:** | EY Accountants B.V. |
| **CBC:** | ABN AMRO Covered Bond Company B.V. ("**CBC**") |
| **CBC's Director:** | CSC Management (Netherlands) B.V. (formerly known as Intertrust Management B.V.) |
| **Dealer:** | ABN AMRO Bank |
| **Exchange Agent:** | ABN AMRO Bank |
| **Guarantor:** | CBC |
| **Holding:** | Stichting Holding ABN AMRO Covered Bond Company ("**Holding**") |
| **Initial Originators:** | ABN AMRO Bank, ABN AMRO Hypotheken Groep and Moneyou B.V. |
| **Initial Servicer:** | ABN AMRO Bank |
| **Internal Cover Pool Monitor:** | Various internal departments of ABN AMRO Bank, including its internal audit department |
| **Issuer:** | ABN AMRO Bank |
| **Listing Agents:** | ABN AMRO Bank and Arthur Cox Listing Services Limited |
| **Principal Paying Agent:** | ABN AMRO Bank |
| **Registrar (for Covered Bonds evidenced by a Registered Covered Bonds Deed):** | ABN AMRO Bank |
| **Trustee:** | Stichting Trustee ABN AMRO Covered Bond Company ("**Trustee**") |
| **Trustee's Director:** | IQ EQ Structured Finance B.V. ("**Trustee's Director**") |

## D. INCORPORATION BY REFERENCE; DEFINITIONS & INTERPRETATION; FINAL TERMS AND DRAWDOWN PROSPECTUSES

### D.1 INCORPORATION BY REFERENCE

The following documents published or issued on or prior to the date hereof shall be incorporated in, and to form part of, this Securities Note:

(a) the articles of association of the CBC which can be obtained from https://cm.intertrustgroup.com/atc/assets/docs/ABN%20AMRO%20Covered%20Bond%20Company%20B.V.-Deed%20of%20Incorporation-%2004-07-2005.pdf; and

(b) the CBC's audited financial statements as at and for the years ended 31 December 2023 and 31 December 2024, including the independent auditor's reports thereon which can be obtained from https://cm.gcm.cscglobal.com/atc/assets/docs/ABN%20AMRO%20Covered%20Bond%20Company%20BV%202023%20Annual%20Report%20along%20with%20the%20independent%20auditors%20report.pdf for 2023 and https://cm.gcm.cscglobal.com/atc/assets/docs/ABN%20AMRO%20Covered%20Bond%20Company%20B.V.%20-%20Financial%20Statements%202025.pdf for 2024.

The documents incorporated by reference herein have been filed with the Central Bank of Ireland.

Any information or other document themselves incorporated by reference, either expressly or implicitly, in the documents incorporated by reference in this Securities Note shall not form part of this Securities Note, except where such information or other documents are specifically incorporated by reference into this Securities Note.

Any statements on the Issuer's competitive position included in a document which is incorporated by reference in the Base Prospectus and where no external source is identified are based on the Issuer's internal assessment of generally available information.

The Issuer and the CBC will provide, without charge, to each person to whom a copy of this Securities Note has been delivered, upon the request of such person, a copy of any or all of the documents incorporated herein by reference. Requests for such documents should be directed either to the Issuer (at its registered office at: Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands, by telephone on the Investor Relations' telephone number: +31 20 628 0210 or by e-mail: investorrelations@nl.abnamro.com) or the CBC at its office set out at the end of this Securities Note. In addition, such documents will be available upon request from the principal office of ABN AMRO Bank (in its capacity as Listing Agent), the Principal Paying Agent, any Paying Agent and, in the case of Registered Covered Bonds, the Registrar. Such documents can also be obtained in electronic form from the Issuer's website (https://www.abnamro.com/en/investor-relations/information/covered-bonds). The other information included on or linked to through this website or in any website referred to in any document incorporated by reference into this Securities Note is not a part of this Securities Note.

The Issuer and the CBC will, in the event of a significant new factor, material mistake or material inaccuracy relating to the information contained in this Securities Note which is capable of affecting the assessment of any Covered Bonds issued by the Issuer prepare a supplement to this Securities Note or publish a new Securities Note for use in connection with any subsequent issue of Covered Bonds by the Issuer to be admitted to trading on an EU regulated market or to be offered to the public in the EU.

### D.2 SUPPLEMENT TO THE BASE PROSPECTUS

If at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to the information included in the Base Prospectus consisting of separate documents (i.e. this Securities Note and the Registration Document) which may affect the assessment of any Covered Bonds and which arises or is noted between the time when the Base Prospectus is approved and the closing of the offer period of such Covered Bonds or the time when trading of such Covered Bonds on a regulated market begins, whichever occurs later, the Issuer shall prepare a supplement to the Base Prospectus for use in connection with any subsequent offering of Covered Bonds to be admitted to trading on an EU regulated market or to be offered to the public in the EEA or to be admitted to trading on a regulated market within the EEA and shall supply to the Central Bank and, where applicable, the stock

exchange operating the relevant market such number of copies of such supplement or replacement document as relevant applicable legislation may require.

## D.3 DOCUMENTS AVAILABLE FOR INSPECTION

So long as the Base Prospectus is valid as described in Article 12 of the Prospectus Regulation, in addition to the documents incorporated by reference in this Securities Note, the electronic versions of the documents set out under (a) up to and including (e) below will be made available on the website. The Issuer will provide, without charge, to each person to whom a copy of this Securities Note has been delivered in accordance with applicable law, upon the request of such person, a copy of the documents set out under (f). Requests for such documents should be directed either to the Issuer (at its registered office at: Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands, by telephone on the Investor Relations' telephone number: +31 20 628 0210 or by e-mail: investorrelations@nl.abnamro.com, or the CBC at its office set out at the end of this Securities Note:

(a) an English translation of the most recent articles of association (*statuten*) of the CBC which can be obtained from the website of the CBC;

(b) the Registration Document of the Issuer together with any supplement to the Registration Document of the Issuer which can be obtained from https://www.abnamro.com/en/investor-relations/information/programme-documentation in the table entitled 'Long Term Programmes' under 'Programme and Size - Registration Document (RD)';

(c) this Securities Note together with any supplement to this Securities Note which can be obtained from https://www.abnamro.com/en/investor-relations/information/programme-documentation in the table entitled 'Long Term Programmes' under 'Programme and Size - Covered Bonds (CB) Unlimited size';

(d) each set of Final Terms relating to a Covered Bond issued by the Issuer (save that Final Terms relating to a Covered Bond for which a prospectus is not required to be published in accordance with the Prospectus Regulation will only be available for inspection by a holder of such Covered Bond and such holder must produce evidence satisfactory to the Issuer or the Paying Agent, as the case may be, as to its holding of Covered Bonds and identity) which can be obtained from https://www.abnamro.com/en/investor-relations/debt-investors/covered-bonds/index.html in the table entitled 'Outstanding Covered Bonds' under 'Final Terms';

(e) any future supplements to this Securities Note and any other documents incorporated herin or therin by reference which can be obtained from https://www.abnamro.com/en/investor-relations/information/programme-documentation in the table entitled 'Long Term Programmes' under 'Programme and Size - Covered Bonds (CB) Unlimited size';

(f) each of the following documents listed below:

(i) ABN AMRO Swap Agreement;

(ii) Administration Agreement;

(iii) Agency Agreement;

(iv) AIC Account Agreement;

(v) Asset Monitor Agreement;

(vi) Asset Monitor Appointment Agreement;

(vii) each Beneficiary Waiver Agreement;

(viii) each Deed of Assignment and Pledge (as defined in the Incorporated Terms Memorandum);

(ix) each Deed of Re-Assignment and Release (as defined in the Incorporated Terms Memorandum);

(x) the Deposit Agreement;

(xi) Guarantee Support Agreement;

(xii) Incorporated Terms Memorandum;

(xiii) Initial Servicing Agreement;

(xiv) each Management Agreement (as defined in the Incorporated Terms Memorandum);

(xv) each Master Sub-Participation Agreement;

(xvi) Programme Agreement (including a form of subscription agreement (a "**Subscription Agreement**"));

(xvii) each Security Document;

(xviii) each Swap Agreement (other than the ABN AMRO Swap Agreement);

(xix) Swap Undertaking Letter;

(xx) Trust Deed (which contains the forms of the Temporary Global Covered Bonds and Permanent Global Covered Bonds, the Definitive Covered Bonds, the Receipts, the Coupons, the Talons and the Registered Covered Bonds); and

(xxi) Issuer-ICSD Agreement.

The documents set out above are, together with each Subscription Agreement (as applicable in the case of each issue of listed Covered Bonds subscribed pursuant to a subscription agreement), in this Securities Note collectively referred to as: the "**Transaction Documents**".

Copies of Final Terms in relation to Covered Bonds to be listed on the Official List will also be published on the website of Euronext Dublin (https://live.euronext.com/).

## D.4 DEFINITIONS & INTERPRETATION

Capitalised terms, which are used but not defined in any section of this Securities Note, will have the meaning attributed thereto in any other section of this Securities Note (including in the information incorporated by reference into this Securities Note (see "*Section D.1 Incorporation by Reference*" above)). An alphabetical index of certain definitions is contained at the end of this Securities Note, listing the page or pages where such definitions can be found.

Any reference to any Transaction Document or any other agreement or document in this Securities Note shall be construed as a reference to such Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, supplemented or replaced.

A reference to any transaction party in this Securities Note or in the Conditions shall be construed so as to include its successors and transferees and any subsequent successors and transferees in accordance with their respective interests.

The language in this Securities Note is English. Certain references and terms have been cited in their original language in order that the correct meaning may be ascribed to them under applicable law.

Headings used in this Securities Note are for ease of reference only and shall not affect the interpretation thereof.

## D.5 FINAL TERMS AND DRAWDOWN PROSPECTUSES

Each Tranche of Covered Bonds will be issued on the terms set out herein under "*Section* 1.3 *Terms and Conditions of the Covered Bonds*" below, as amended and/or supplemented by the Final Terms specific to such Tranche, or in a separate prospectus specific to such Tranche (a "**Drawdown Prospectus**") as described below or without a prospectus. This Securities Note must be read and construed together with

any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Covered Bonds which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

In this *Section D.5 Final Terms and Drawdown Prospectuses* the expression "**necessary information**" means, in relation to any Tranche of Covered Bonds, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the CBC and of the rights attaching to the Covered Bonds. In relation to the different types of Covered Bonds which may be issued under the Programme the Issuer and the CBC (in respect of the CBC, regarding information relating to the CBC) have endeavoured to include in this Securities Note all of the necessary information except for information relating to the Covered Bonds which is not known at the 2025 Programme Update and which can only be determined at the time of an individual issue of a Tranche of Covered Bonds.

Any information relating to a Tranche of Covered Bonds which is not included in this Securities Note and which is required in order to complete the necessary information in relation to such Tranche will be contained either in the relevant Final Terms or in a separate Drawdown Prospectus. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Securities Note in which case such information, together with all of the other necessary information in relation to the relevant series of Covered Bonds, may be contained in a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation or, in case of a Tranche of Covered Bonds which is the subject of a Drawdown Prospectus, in a Drawdown Prospectus.

For a Tranche of Covered Bonds which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, supplement the Base Prospectus and must be read in conjunction with the Base Prospectus. The terms and conditions applicable to any particular Tranche of Covered Bonds which is the subject of Final Terms are the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Covered Bonds which is the subject of a Drawdown Prospectus will be the Conditions either contained in such Drawdown Prospectus, or as contained in this Securities Note as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Covered Bonds which is the subject of a Drawdown Prospectus, each reference in this Securities Note to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the CBC and the relevant Covered Bonds or (2) by a registration document containing the necessary information relating to the Issuer and the CBC, a securities note containing the necessary information relating to the relevant Covered Bonds and, if necessary, a summary note. In addition, if the Drawdown Prospectus is constituted by a registration document and a securities note, any significant new factor, material mistake or material inaccuracy relating to the information included in that registration document which arises or is noted between the date of the registration document and the date of the securities note which is capable of affecting the assessment of the relevant Covered Bonds will be included in the securities note.

## E. IMPORTANT NOTICES

Any Covered Bonds issued under the Programme are issued subject to the provisions set out herein.

The Base Prospectus comprises a base prospectus relating to non-equity securities for the purpose of Article 8(6) of the Prospectus Regulation.

The Issuer accepts responsibility for the information contained in this Securities Note and the CBC accepts responsibility for the information relating to the CBC contained in this Securities Note. To the best of the knowledge of the Issuer and the CBC the information (in the case of the CBC, as such information relates to it) contained in this Securities Note is in accordance with the facts and makes no omission likely to affect its import.

The Base Prospectus is to be read in conjunction with any supplement hereto, any Final Terms hereto, and with all documents which are incorporated in it by reference in this Securities Note (see "Section D.1 *Documents incorporated by reference*" below) and/or in the Registration Document (see "Section D.3 *Documents available for inspection*"). Such documents shall be incorporated in, and form part of the Base Prospectus, save that any statement contained in a document which is incorporated by reference therein shall be deemed to be modified or superseded for the purpose of the Base Prospectus to the extent that a later statement contained therein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall, except as so modified or superseded, not constitute a part of the Base Prospectus. Full information on the Issuer, the CBC and any Tranches of Covered Bonds is only available on the basis of the combination of the Base Prospectus as a whole (comprising this Securities Note and the Registration Document) and the relevant Final Terms.

Neither the Arranger, the Dealer(s) (except for ABN AMRO Bank in its capacity as Issuer) nor the Trustee nor any of their respective affiliates have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger, the Dealer(s) or the Trustee or any of their respective affiliates as to the accuracy or completeness of the information contained or incorporated in this Securities Note or any other information provided by the Issuer and the CBC in connection with the Programme. Neither the Arranger, the Dealer(s) (except for ABN AMRO Bank in its capacity as Issuer) nor the Trustee nor any of their respective affiliates accepts any liability in relation to the information contained or incorporated by reference in this Securities Note or any other information provided by the Issuer and the CBC in connection with the Programme.

No person is or has been authorised by the Issuer, the CBC, the Arranger, any of the Dealers or the Trustee to give any information or to make any representation not contained in or not consistent with this Securities Note or any other information supplied in connection with the Programme or the Covered Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the CBC, the Arranger, any of the Dealers or the Trustee.

Neither this Securities Note nor any other information supplied in connection with the Programme or any Covered Bonds should be considered as a recommendation by the Issuer, the CBC, the Originators (as defined in *Section C.2 Principal Transaction Parties* below), the Arranger, any of the Dealers or the Trustee that any recipient of this Securities Note or any other information supplied in connection with the Programme or any Covered Bonds should purchase any Covered Bonds. Each investor contemplating purchasing any Covered Bonds shall be taken to have made its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the CBC. Neither this Securities Note nor any other information supplied in connection with the Programme or the issue of any Covered Bonds constitutes an offer or invitation by or on behalf of the Issuer, the CBC, the Originators, the Arranger, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Covered Bonds.

Neither the delivery of this Securities Note or any Final Terms nor the offering, sale or delivery of any Covered Bonds shall in any circumstances imply that the information contained in this Securities Note is true subsequent to the date hereof or the date upon which this Securities Note has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or the CBC since the date hereof or, if later, the date upon which this Securities Note has been most recently amended or supplemented, or that any other information supplied in connection with the Programme is correct at any

time subsequent to the date indicated in the document containing the same. The Arranger, the Dealer(s) and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer, the CBC or the Originators during the life of the Programme or to advise any investor in the Covered Bonds of any information coming to their attention. Neither the Issuer nor the CBC has any obligation to update this Securities Note, except when required by and in accordance with the Prospectus Regulation.

All references in this document to "EUR", "euro" and "€" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended, references to "Sterling" are to pounds sterling and references to "USD" are to United States dollars.

**THE COVERED BONDS MAY NOT BE SUITABLE INVESTMENTS FOR ALL INVESTORS -** Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this Securities Note or any applicable supplement or Final Terms;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Covered Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of the Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Forecasts and estimates in this Securities Note are forward looking statements which relate, but are not limited, to the Issuer's potential exposure to various types of market risks, such as counterparty risk, interest rate risk, foreign exchange rate risk and commodity and equity price risk and are speculative in nature. Such statements are subject to risks and uncertainties and therefore not historical facts and represent only the Issuer's beliefs regarding future events, many of which, by their nature, are inherently uncertain and beyond the control of the Issuer. It can be expected that some or all of the assumptions underlying the projections will not prove to be correct or will vary from actual results. Consequently, the actual result might differ from the projections and such differences might be significant.

## OFFER RESTRICTIONS

This Securities Note does not constitute an offer to sell or the solicitation of an offer to buy any Covered Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of the Base Prospectus and any Final Terms and the offering, sale and delivery of Covered Bonds may be restricted by law in certain jurisdictions. The Issuer, the CBC, the Originators, the Arranger, the Dealer(s) and the Trustee do not represent that this Securities Note or any Final Terms may be lawfully distributed, or that any Covered Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the CBC, the Originators, the Arranger, the Dealer(s) or the Trustee

which would permit a public offering of any Covered Bonds or distribution of this Securities Note or any Final Terms in any jurisdiction where action for that purpose is required. Accordingly, no Covered Bonds may be offered or sold, directly or indirectly, and neither this Securities Note nor any Final Terms nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Securities Note, any Final Terms or any Covered Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Securities Note and any Final Terms and the offering and sale of Covered Bonds. In particular, there are selling restrictions in relation to the United States, the United Kingdom, the European Economic Area (including Belgium, Italy, Ireland and The Netherlands) and Japan and such other restrictions as may apply, see "*Section 1.5 Subscription and Sale*" below.

The Covered Bonds and the Guarantee (as defined under "*Section 1.3 Terms and Conditions of Covered Bonds*" below) from the CBC have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. Bearer Covered Bonds in bearer form for U.S. federal income tax purposes are subject to U.S. tax law requirements. Subject to certain exceptions, the Covered Bonds may not be offered, sold or delivered within the United States or to, or for the account or benefit of, a U.S. person ("**U.S. person**") as defined in Regulation S under the Securities Act ("**Regulation S**"). Covered Bonds may be distributed (i) outside the United States to persons other than U.S. persons or (ii) within the United States to "qualified institutional buyers" within the meaning of, and in reliance on, Rule 144A under the Securities Act or another available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act see "*Section 1.5 Subscription and Sale*" below for more information.

This Securities Note has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area and the United Kingdom (each, a "**Relevant State**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly any person making or intending to make an offer in that Relevant State of Covered Bonds which are the subject of an offering contemplated in the Base Prospectus as completed by Final Terms in relation to the offer of those Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer, the CBC or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer, the CBC nor any Dealer have authorised, nor do they authorise, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuer, the CBC or any Dealer to publish or supplement a prospectus for such offer.

**EU MiFID II PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Covered Bonds will include a legend entitled "**EU MiFID II Product Governance / target market**" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (an "**EU distributor**") should take into consideration the target market assessment; however, an EU distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the EU MiFID Product Governance rules under EU Delegated Directive 2017/593, as amended (the "**EU MiFID Product Governance Rules**"), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU MIFID Product Governance Rules.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, as amended (the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document is required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA

has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET** – The Final Terms in respect of any Covered Bonds may include a legend entitled "UK MiFIR Product Governance / target market" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "**UK distributor**") should take into consideration the target market assessment; however, a UK distributor subject to the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation 2017/565/EU as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020, the "**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the law of the United Kingdom by virtue of the EUWA (the "**UK Prospectus Regulation**"); or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of the law of the United Kingdom by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of the law of the United Kingdom by virtue of the EUWA in the UK (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

## STABILISATION

In connection with the issue and distribution of any Tranche of Covered Bonds, the Dealer(s) (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds of the Series (as defined under "*Section 1.3 Terms and Conditions of Covered Bonds*" below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds (or such other periods as allowed under applicable laws and rules from time to time). Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

## GENERAL

**BENCHMARK REGULATION** - Interest and/or other amounts payable under the Covered Bonds may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (as amended, the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to

Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the applicable Final Terms to reflect any change in the registration status of the administrator.

Amounts payable under the Covered Bonds may, inter alia, be calculated by reference to the Euro-zone inter-bank offered rate ("**EURIBOR**") which is provided by the European Money Markets Institute (the "**EMMI**") as administrator. As at the 2025 Programme Update, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

In the Base Prospectus and any document incorporated herein by reference, references to websites or uniform resource locators ("**URLs**") are deemed inactive textual references and are included for information purposes only. The contents of any such website or URL shall not form part of, or be incorporated into, the Base Prospectus.

Other than in relation to the documents which are incorporated by reference in this document (see "Section D.1 *Documents incorporated by reference*" below), any website referred to in this document does not form part of this Securities Note.

## 1. COVERED BONDS

### 1.1 FORM OF COVERED BONDS

Each Tranche of Covered Bonds will (as specified in the applicable final terms (the "**applicable Final Terms**") be in bearer or in registered form. Bearer Covered Bonds will initially be issued in the form of a temporary global covered bond without interest coupons attached (a "**Temporary Global Covered Bond**") or, if so specified in the applicable Final Terms, a permanent global covered bond without interest coupons attached (a "**Permanent Global Covered Bond**" and, together with any Temporary Global Covered Bond and any Registered Global Covered Bond, each a "**Global Covered Bond**"). Each Temporary Global Covered Bond which is intended to be issued in new global note ("**NGN**") form, as specified in the applicable Final Terms, will be deposited on or prior to the original issue date of the Tranche with a common safekeeper for Euroclear Bank SA/NV as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). Each Classic Temporary Global Covered Bond which is not intended to be issued in NGN form, as specified in the applicable Final Terms, will on or prior to the original issue date of the Tranche be deposited with *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("**Euroclear Netherlands**") or with (safekeeper or depository for) any other agreed clearing system. Registered Covered Bonds will (unless otherwise specified in the applicable Final Terms) be either (i) issued to each holder by way of a deed of issuance (a "**Registered Covered Bonds Deed**") or (ii) with respect to any Series which contain one or more Tranches of Covered Bonds offered or sold in reliance on Rule 144A, issued in the form of a Registered Global Covered Bond.

Whilst any Covered Bond is represented by a Temporary Global Covered Bond payments of principal, interest (if any) and any other amount payable in respect of the Covered Bonds due prior to the Exchange Date will be made against presentation of the Temporary Global Covered Bond only to the extent that certification (in a form to be provided) to the effect that the beneficial holders of interests in such Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and/or Euroclear Netherlands or any other agreed clearing system and that clearing system has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the "**Exchange Date**") which is not less than 40 days nor (if the Temporary Global Covered Bond has been deposited with Euroclear Netherlands) more than 90 days after the date on which the Temporary Global Covered Bond is issued (or the "**restricted period**" within the meaning of U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), interests in such Temporary Global Covered Bond will be exchangeable (free of charge) upon a request as described therein for interests in a Permanent Global Covered Bond of the same Series, against certification of non-US beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Covered Bond will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Covered Bond for an interest in a Permanent Global Covered Bond is improperly withheld or refused. Payments of principal, interest (if any) and any other amounts on a Permanent Global Covered Bond will be made without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Covered Bond will only be exchangeable (free of charge), in whole but not in part, for definitive bearer Covered Bonds (each a "**Bearer Definitive Covered Bond**") with, where applicable, receipts, interest coupons and talons attached only upon the occurrence of an Exchange Event, subject to mandatory provisions of applicable laws and regulations. For these purposes, "**Exchange Event**" means that (i) the Covered Bonds become immediately due and repayable by reason of an Issuer Event of Default or (ii) the Issuer has been notified that the relevant clearing system has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Covered Bonds represented by the Permanent Global Covered Bond were in definitive form. The Issuer will promptly give notice to Covered Bondholders of each Series in accordance with Condition 13 (*Notices; Provision of Information*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg and/or, if applicable, Euroclear Netherlands (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) or the Trustee may give notice to the Principal Paying Agent requesting

exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 30 days after the date of receipt of the first relevant notice by the Principal Paying Agent. Upon an Exchange Event in respect of a Registered Global Covered Bond, the Registered Global Covered Bond will be exchanged in whole (but not in part) for Registered Definitive Covered Bonds in accordance with the Trust Deed and Agency Agreement. Whenever a Registered Global Covered Bond is to be exchanged for Registered Definitive Covered Bonds, duly authenticated and completed Registered Definitive Covered Bond certificates shall be issued in an aggregate principal amount equal to the principal amount of the relevant Registered Global Covered Bond within five business days of the delivery, by or on behalf of the holder or any Clearing System, to the Registrar of such information as is required to complete and deliver such Registered Definitive Covered Bond certificates (including, without limitation, the names and addresses of the persons in whose names the Registered Definitive Covered Bonds are to be registered and the principal amount of each such person's holding) against the surrender of the relevant Registered Global Covered Bond certificate at the Specified Office of the Registrar.

In the event that Covered Bonds which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount are issued, it is possible that the Covered Bonds may be traded in amounts that are not integral multiples of such minimum Specified Denomination. So long as such Covered Bonds are represented by a Temporary Global Covered Bond or Permanent Global Covered Bond and the relevant clearing system(s) so permit, these Covered Bonds will be tradeable only in the minimum Specified Denomination increased with integral multiples of another smaller amount, notwithstanding that Definitive Covered Bonds shall only be issued up to, but excluding, twice the minimum Specified Denomination. Bearer Definitive Covered Bonds will be in the standard euromarket form.

In the case of Covered Bonds represented by a Permanent Global Covered Bond deposited with Euroclear Netherlands, on the occurrence of an Exchange Event as described above, an exchange for Definitive Covered Bonds will only be possible in the limited circumstances as described in the Wge and in accordance with the rules and regulations of Euroclear Netherlands.

Global Covered Bonds, Definitive Covered Bonds and Registered Covered Bonds will be issued in accordance with and subject to the terms of the Agency Agreement and the Trust Deed.

The following legend will appear on all Covered Bonds in bearer form, which have an original maturity of more than one year and on all receipts and interest coupons relating to such Covered Bonds:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Covered Bonds, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Covered Bonds, receipts or interest coupons.

The following legend will appear on all Global Covered Bonds in bearer form held through Euroclear Netherlands:

"NOTICE: THIS COVERED BOND IS ISSUED FOR DEPOSIT WITH *NEDERLANDS CENTRAAL INSTITUUT VOOR GIRAAL EFFECTENVERKEER B.V.* ("**EUROCLEAR NETHERLANDS**") AT AMSTERDAM, THE NETHERLANDS. ANY PERSON BEING OFFERED THIS COVERED BOND FOR TRANSFER OR ANY OTHER PURPOSE SHOULD BE AWARE THAT THEFT OR FRAUD IS ALMOST CERTAIN TO BE INVOLVED.

Covered Bonds which are represented by a Global Covered Bond deposited with a common depositary for Euroclear or Clearstream, Luxembourg or with a common safekeeper will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg or that common safekeeper, as the case may be. In the case of a Global Covered Bond deposited with Euroclear Netherlands, the rights of Covered Bondholders will be exercised in accordance with the Wge.

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche of Covered Bonds is issued which is intended to form a single Series with an existing Tranche of Covered Bonds, the Covered Bonds of such further Tranche shall be assigned a temporary common code and ISIN Code by Euroclear and Clearstream, Luxembourg, Clearnet S.A. Amsterdam Branch Stock Clearing and/or any other relevant security code which are different from the common code, ISIN Code and/or other relevant security code assigned to Covered Bonds of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**")) applicable to the Covered Bonds of such further Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee but shall not include Euroclear Netherlands.

Covered Bonds issued under the Programme will either be fungible with an existing Series (and form part thereof) or have different terms to an existing Series (in which case they will constitute a new Series) of Covered Bonds. All Covered Bonds issued from time to time will rank pari passu with each other in all respects and will be guaranteed by the Guarantee. The obligations of the CBC under the Guarantee are unsubordinated and unguaranteed obligations of the CBC, which are secured (indirectly, through a parallel debt) as provided in the Security Documents. If an Issuer Event of Default or a CBC Event of Default occurs and results in acceleration, all Covered Bonds of all Series will accelerate at the same time.

An investor's total return on an investment in Covered Bonds will be affected by the level of fees charged to the investor, including fees charged to the investor as a result of the Covered Bonds being held in a clearing system. Such fees may include charges for opening accounts, transfers of securities, custody services and fees for payment of principal, interest or other sums due under the terms of the Covered Bonds.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Covered Bonds are legally permitted investments for it, (ii) Covered Bonds can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer or the CBC unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

Under Dutch law an independent guarantee like the Guarantee is in general considered to be an independent claim. It is not an accessory right (*afhankelijk recht*) and is unlikely to be an ancillary right (*nevenrecht*), that by operation of law follows the receivables it secures upon transfer thereof. The Issuer has been advised that under Dutch law, in the case of Bearer Covered Bonds, such an 'automatic' transfer of the Guarantee can be accomplished by ensuring that the Guarantee forms an integral part of the Covered Bonds. For this reason the Guarantee and the Covered Bonds will provide that the rights under the Guarantee (a) form an integral part of the Covered Bonds, (b) are of interest to a Covered Bondholder only if, to the extent that, and for so long as, it holds Covered Bonds and (c) can only be transferred together with all other rights under the relevant Covered Bond. The Issuer has been advised that as a result, in case of a physical transfer of a Bearer Covered Bond, such transfer includes the corresponding rights under the Guarantee. In case of a transfer of a beneficial interest in a Global Covered Bond to a transferee by way of book-entry transfer (*girale overboeking*), such transfer includes the corresponding rights under the Guarantee subject to and in accordance with any applicable laws, rules and regulations of the relevant clearing system. For Registered Global Covered Bonds and Registered Definitive Covered Bonds (including Registered Definitive Covered Bonds issued pursuant to a Registered Covered Bonds Deed), the rights under the Guarantee are to be separately assigned, together with the corresponding rights under the relevant Registered Covered Bonds.

## 1.2 FORM OF FINAL TERMS

Set out below is the form of Final Terms, which, subject to any necessary amendment, will be completed for each Tranche of Covered Bonds issued under the Programme. Any material deviation of the form of Final Terms will also have to be agreed with the CBC and approved by the Central Bank (if such deviation is required to be approved under the Prospectus Regulation).

**FINAL TERMS**

[Date]

**ABN AMRO Bank N.V.**

**(*incorporated in The Netherlands with its statutory seat in Amsterdam and registered in the Commercial Register of the Chamber of Commerce under number 34334259*)**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds]**

**Guaranteed as to payment of principal and interest by**
**ABN AMRO Covered Bond Company B.V.**
**under the Covered Bond Programme**

The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area and the United Kingdom (each, a "**Relevant State**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Covered Bonds and any offer of the Covered Bonds in the UK will be made pursuant to an exemption under the UK Prospectus Regulation from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly any person making or intending to make an offer in that Relevant State or the UK of the Covered Bonds which are the subject of an offering contemplated in the Base Prospectus as completed by Final Terms in relation to the offer of those Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation (or the UK Prospectus Regulation, as the case may be) or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer. The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended and the expression "**UK Prospectus Regulation**" means the Prospectus Regulation (as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018).[2]

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU, as amended ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**EU MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties, and professional clients only, each as defined in EU MiFID II; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Covered Bonds (an "**EU distributor**") should take into consideration the

[2] In the event of exempt offers, remove Prospectus Regulation language in the Final Terms.

manufacturer['s/s'] target market assessment; however, an EU distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation 2017/565/EU as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020, the "**EUWA**") in the UK; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the law of the United Kingdom by virtue of the EUWA (the "**UK Prospectus Regulation**"); or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of the law of the United Kingdom by virtue of the EUWA in the UK. Consequently, no key information document required by the PRIIPs Regulation as it forms part the law of the United Kingdom by virtue of the EUWA in the UK (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

[**UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients only, as defined in Regulation (EU) No 600/2014 as it forms part of the law of the United Kingdom by virtue of the EUWA in the UK ("**UK MiFIR**"); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Covered Bonds (a "**UK distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a UK distributor subject to the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][3]

## PART A – CONTRACTUAL TERMS

These Final Terms have been prepared for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended, and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated 15 August 2025 and its supplement(s) (if any) (the "**Securities Note**") and (ii) the registration document of ABN AMRO Bank N.V. (the "**Issuer**") dated 6 June 2025, and its supplement(s) (if any)) (the "**Registration Document**" and together with the Securities Note, the "**Base Prospectus**") pertaining to the Covered Bond Programme. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of the Base Prospectus as a whole (comprising this Securities Note and the Registration Document) and any supplements thereto and these Final Terms. The Base Prospectus and any supplements thereto are available for viewing at the Issuer's website (https://www.abnamro.com/en/investorrelations/information/programme-documentation) and during normal business hours at the registered office of the Issuer, currently at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and copies may be obtained from the Issuer at that address.

[3] The legend may not be necessary if the managers in relation to the Covered Bonds are also not subject to UK MiFIR and therefore there are no UK MiFIR manufacturers. Depending on the location of the manufacturers, either both the EU MiFID II product governance legend and the UK MiFIR product governance legend or only the EU MiFID II product governance legend must be included.

Prospective investors should carefully consider the section "Risk Factors" in the Base Prospectus.

[*The following alternative language applies if the first Tranche of an issue which is being increased was issued under a base prospectus with an earlier date. Consider whether a Drawdown Prospectus is required in this case, for example, because the final terms of the first Tranche included information which is no longer permitted to be included in final terms under the Prospectus Regulation.*]

These Final Terms have been prepared for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended, and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated 15 August 2025 and its supplement(s) (if any) (the "**Securities Note**") and (ii) the registration document of ABN AMRO Bank N.V. (the "**Issuer**") dated 6 June 2025, and its supplement(s) (if any)) (the "**Registration Document**" and together with the Securities Note, the "**Base Prospectus**") pertaining to the Covered Bond Programme. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions set forth in the Securities Note, provided that solely for the purpose of Condition 7 (*Taxation*) sub (iv) and (c) and (d) of the sixth paragraph of Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*), the Issue Date shall be deemed to be [*include issue date of original issuance*]. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of the Base Prospectus as a whole (comprising this Securities Note and the Registration Document) and any supplements thereto and these Final Terms. The Base Prospectus and any supplements thereto are available for viewing at the Issuer's website (https://www.abnamro.com/en/investorrelations/information/programme-documentation) and during normal business hours at the registered office of the Issuer, currently at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and copies may be obtained from the Issuer at that address.

Prospective investors should carefully consider the section "Risk Factors" in the Securities Note.

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.*]

[*When completing any final terms or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.*]

| | | | |
|---|---|---|---|
| 1. | (i) | Issuer: | ABN AMRO Bank N.V., acting through its head office |
| | (ii) | CBC: | ABN AMRO Covered Bond Company B.V. |
| 2. | (i) | Series Number: | [ ] |
| | (ii) | Tranche Number: | [ ] |
| | (iii) | Date on which the Covered Bonds become fungible: | [Not Applicable/The Covered Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the Series*] on [*insert date*/the Issue Date/exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph 21 below [which is expected to occur on or about [*insert date*]]].] |
| 3. | Specified Currency or Currencies: | | [ ] |
| 4. | Aggregate Nominal Amount: | | |
| | (i) | Series: | [ ] |
| | (ii) | Tranche: | [ ] |

| | | | |
|---|---|---|---|
| 5. | Issue Price: | | [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] *(in the case of fungible issues only, if applicable)*] |
| 6. | (i) | Specified Denominations: | [ ]<br><br>(*At least EUR 100,000 for public offers and/or admissions to trading on a regulated market within the EEA*)<br><br>(*For Bearer Covered Bonds where multiple denominations above EUR 100,000 (or equivalent) are being used the following sample wording should be followed: "*[EUR 100,000] *(or the relevant higher denomination)* and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 99,000] (*or twice the relevant higher denomination minus the smallest denomination)*. No Covered Bonds in definitive form will be issued with a denomination above [EUR 199,000] *(or twice the relevant higher denomination minus the smallest denomination)."*) |
| | (ii) | Calculation Amount | [ ]<br><br>(*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: there must be a common factor in the case of two or more Specified Denominations.*) |
| 7. | (i) | Issue Date: | [ ] |
| | (ii) | Interest Commencement Date: | [*Specify*/Issue Date/Not Applicable] |
| 8. | (i) | Final Maturity Date: | [ ] (*specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month and year*) |
| | (ii) | Bullet Maturity: | [Hard/Soft] (*If soft bullet is applicable, Extended Due for Payment Date is also applicable*) |
| 9. | Extended Due for Payment Date: | | [Applicable/Not Applicable] (*if applicable (for Covered Bonds with a soft bullet maturity only): specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to [specify month and year]; in each case falling twelve (12) calendar months after the Final Maturity Date and, in relation to Zero Coupon or if otherwise applicable, specify interest basis as referred to in Condition 3(b)] (The Guarantee)*) |
| 10. | Interest Basis: | | [[ ] per cent. Fixed Rate] [from, and including the Interest Commencement Date to, but excluding the Final Maturity Date. Thereafter, [*specify reference rate*]+/- [●] per cent. Floating Rate]<br><br>[[*specify reference rate*] +/- [ ] per cent. Floating Rate]<br><br>[Zero Coupon] |

| | | | |
|---|---|---|---|
| | | | (further particulars specified below) |
| 11. | Redemption/Payment Basis: | | Subject to any purchase and cancellation or early redemption and subject to Condition 3 (*The Guarantee*), the Covered Bonds will be redeemed on the Final Maturity Date at [100] per cent. of their nominal amount. |
| 12. | Change of Interest Basis: | | [[[●]/[in accordance with paragraphs [15] and [16] below]/[Not Applicable]/[Paragraph 15 applicable for the period from [●] to but excluding [●]] [Paragraph 16 applicable for the period from and including [●] to but excluding the Maturity Date]] (*If applicable, specify the date when any fixed to floating or floating to fixed rate change occurs or refer to paragraphs 15 and 16 below and identify there*) |
| 13. | Call Option(s): | | [Not Applicable / Issuer Call (further particulars specified below)] |
| 14. | (i) | Status of the Covered Bonds: | Unsubordinated, unsecured, guaranteed |
| | (ii) | Status of the Guarantee: | Unsubordinated, secured (indirectly, through a parallel debt), unguaranteed |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

| | | | |
|---|---|---|---|
| 15. | **Fixed Rate Covered Bond Provisions** | | [Applicable/Not Applicable]<br><br>(*if not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Rate[(s)] of Interest: | [From (and including) [●] up to (but excluding) [●]] [[●] per cent. per annum] [the aggregate of [●] per cent. and the Mid Swap Rate per annum] [determined by the Agent] [payable [annually/semi-annually/quarterly/monthly (specify)] in arrear on each Interest Payment Date]<br><br>["Mid Swap Rate" means the annual mid swap rate for [Euro] [USD] swap transactions with a maturity of [●] years, expressed as a percentage, displayed on Reuters screen page [●] (or such other page as may replace that page on Reuters, or such other service as may be nominated by the person providing or sponsoring the information appearing there for the purposes of displaying comparable rates) at [●] [a.m./p.m.] ([●] time) on the [second] Business Day prior to [●]. If a Reference Rate Event within the meaning of Condition 4(d) (*Reference Rate Replacement*)) occurs in relation to the Mid Swap Rate, the provisions of Condition 4(d) shall *mutatis mutandis* apply.] |
| | (ii) | Interest Payment Date(s): | [ ] in each year up to and including [ ] [[*include if Covered Bond with a hard bullet maturity: Final Maturity Date, if applicable*] / [*include if Covered* |

*Bond with a soft bullet maturity*: *Extended Due for Payment Date, if applicable*] [(**provided however that** after the Extension Date, the Interest Payment Date shall be [monthly][other])]] [in each case subject to adjustment in accordance with the [Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] [and [ ] as Additional Business Centre[s] for the definition of "Business Day"][, Unadjusted]]

(*This will need to be amended in the case of long or short coupons*)

(iii) Fixed Coupon Amount(s): [ ] per Calculation Amount

(iv) Broken Amount(s): [Not Applicable / [ ] per Calculation Amount payable on the Interest Payment Date falling [in/on] [ ]]

(*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount*)

(v) Day Count Fraction: [30/360 / Actual/Actual (ICMA)]

(vi) Determination Date(s): [[ ] in each year / Not Applicable]

(*Insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of a long or short first or last Coupon.*

*NB: This will need to be amended in the case of regular Interest Payment Dates which are not of equal duration*

*NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA)*)

16. **Floating Rate Covered Bond Provisions** [Applicable/Not Applicable/Applicable as of and including the Final Maturity Date]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Interest Period(s): [ ]

(ii) Specified Period: [Not Applicable / [ ]]

*(NB: Specify the Specified Period(s) and Specified Interest Payment Dates up to and including [[include if Covered Bond with a hard bullet maturity: Final Maturity Date, if applicable] / [include if Covered Bond with a soft bullet maturity: Extended Due for Payment Date, if applicable] [other]]*

(*Specified Interest Payment Dates and Specified Period are alternatives. A Specified Period will*

| | | |
|---|---|---|
| | | *only be relevant if the Business Day Convention is the Floating Rate Convention (also called FRN Convention or Eurodollar Convention). Otherwise, insert "Not Applicable"*) |
| (iii) | Specified Interest Payment Dates: | [Not Applicable/[ ] in each year, subject to adjustment in accordance with the Business Day Convention set out in (v) below] [(**provided however that** after the Extension Date, the Specified Interest Payment Date shall be [monthly][other])]<br><br>(*Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the Floating Rate Convention (also called FRN Convention) or Eurodollar Convention, insert "Not Applicable")* |
| (iv) | First Interest Payment Date: | [ ] |
| (v) | Business Day Convention: | [Floating Rate Convention / Eurodollar Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / None] |
| (vi) | Unadjusted: | [No/Yes/Not applicable]<br><br>(*Only applicable in case a Business Day Convention applies. Insert "No" if the amount of interest payable in respect of the relevant Interest Period should also be adjusted in accordance with the applicable Business Day Convention. Insert "Yes" if the amount of interest should be calculated as if the relevant Interest Payment Date were not subject to adjustment in accordance with the applicable Business Day Convention*.) |
| (vii) | Additional Business Centre(s): | [Not Applicable/*give details*] |
| (viii) | Manner in which the Rate(s) of Interest and Interest Amount(s) is/are to be determined: | [Screen Rate Determination / ISDA Determination] |
| (ix) | Calculation Agent | [Principal Paying Agent / [ ]] |
| (x) | Screen Rate Determination: | [Yes/No]<br><br>(*If "No", delete the remaining sub-paragraphs of this paragraph*) |
| — | Reference Rate: | [ ]<br><br>(*for example, EURIBOR*) |
| — | Interest Determination Date(s): | [ ]<br><br>(*Second day on which T2 is open prior to the start of each Interest Period if EURIBOR*) |

| | | | |
|---|---|---|---|
| | — | Relevant Screen Page: | [ ]<br><br>(*In the case of EURIBOR, if not Reuters EURIBOR 01, ensure it is a page which shows a composite rate, due to the fallback provisions contained in Condition 4(b)(ii)(B) (Screen Rate Determination for Floating Rate Covered Bonds)*) |
| | (xi) | ISDA Determination: | [Yes/No]<br><br>(*If "No", delete the remaining sub-paragraphs of this paragraph*) |
| | — | Floating Rate Option: | [ ]<br><br>(*If "2021 ISDA Definitions" is selected ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions)*) |
| | — | Designated Maturity: | [ ] |
| | — | [ISDA Definitions: | [2006 ISDA Definitions / 2021 ISDA Definitions]] |
| | — | Reset Date: | [ ] |
| | (xii) | Margin(s): | [+/-] [ ] per cent. per annum |
| | (xiii) | Minimum Rate of Interest: | [[ ] per cent. per annum][Not Applicable]] |
| | (xiv) | Maximum Rate of Interest: | [[ ] per cent. per annum][Not Applicable]] |
| | (xv) | Day Count Fraction: | [Actual/Actual (ISDA) / Actual/365 (Fixed) / Actual/365 (Euro) / Actual/360 / 30E/360 or Eurobond Basis / 30/360 / 30E/360 (ISDA)] |
| 17. | **Zero Coupon Covered Bond Provisions** | | [Applicable/Not Applicable]<br><br>(*If "Not Applicable", delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Accrual Yield: | [ ] per cent. per annum |
| | (ii) | Reference Price: | [ ] |
| | [(iii) | Day Count Fraction: | [30/360 / Actual/Actual (ICMA/ISDA)]] |

**PROVISIONS RELATING TO REDEMPTION**

| | | | |
|---|---|---|---|
| 18. | **Issuer Call** | | [Applicable/Not Applicable]<br><br>(*If "Not Applicable", delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Optional Redemption Date(s): | [ ] |
| | (ii) | Optional Redemption Amount(s) of each Covered Bond: | [ ] per Calculation Amount |
| | (iii) | If redeemable in part: | |

| | | |
|---|---|---|
| | (a) Minimum Redemption Amount: | [ ] per Calculation Amount |
| | (b) Maximum Redemption Amount: | [ ] per Calculation Amount |
| (iv) | Notice period (*if other than as set out in the Conditions*): | [ ]<br><br>(*N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agents*) |
| 19. | **Final Redemption Amount of each Covered Bond** | [ ] per Calculation Amount |
| 20. | **Early Redemption Amount of each Covered Bond** | |
| | Early Redemption Amount per Calculation Amount payable on redemption for taxation reasons, or on acceleration following an Issuer Event of Default as against the Issuer or a CBC Event of Default or other early redemption: | [Not Applicable / As set out in Condition 6 (*Redemption and Purchase*) / [ ] per Calculation Amount] |

**GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS**

| | | |
|---|---|---|
| 21. | Form of Covered Bonds: | [Bearer form / Registered form] (*Delete as appropriate*)<br><br>[Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds only upon an Exchange Event, subject to mandatory provisions of applicable laws and regulations.]<br><br>[Permanent Global Covered Bond exchangeable for Definitive Covered Bonds only upon an Exchange Event, subject to mandatory provisions of applicable laws and regulations.]<br><br>[Registered Covered Bonds, issued to each holder by way of Registered Covered Bonds Deed.<br><br>Specified office of Issuer for notification of transfers of Registered Covered Bonds: [Breda office, [*address*]/other] [*Delete as appropriate*].]<br><br>(*For Series which contain one or more Tranches offered or sold in reliance on Rule 144A:*) |

| | | |
|---|---|---|
| | | [Registered Covered Bonds:<br><br>[Rule 144A Global Covered Bond/ Regulation S Global Covered Bond] registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg /[DTC] and exchangeable for Registered Definitive Covered Bonds [on [ ] days' notice/at any time/in the limited circumstances described therein].] |
| 22. | New Global Note | [Yes/No]<br><br>(*If "No" is specified here ensure that "Not Applicable" is specified for Eurosystem eligibility in the relevant sub-paragraph of paragraph 6 of Part B of the Final Terms and if "Yes" is specified here ensure that the appropriate specification is made in respect of Eurosystem eligibility in that same sub-paragraph*) |
| 23. | Exclusion of set-off | [Not applicable / Condition 5(g) applies] |
| 24. | For the purposes of Condition 13, notices to be published in a newspaper: | [Yes, in [the Financial Times / [*specify other leading English language daily newspaper of general circulation in London*]] / No]<br><br>*(N.B. Only relevant for Bearer Covered Bonds)* |
| 25. | Additional Financial Centre(s): | [Not Applicable/*give details*]<br><br>(*Note that this item relates to the date and place of payment (see "Condition 5(e) (Payment Day)) and not Interest Period end dates (to which items 15(ii) and 16(vii) relate)*") |
| 26. | Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature): | [No / Yes (*give details*)]<br><br>(*If the Covered Bonds have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are left.*) |
| 27. | Consolidation provisions: | [The provisions [of Condition 16 (*Further Issues*) / annexed to these Final Terms] apply] [Not Applicable]<br><br>(*Only "Not Applicable" if it is intended that there be no future fungible issues to this Series*) |

| | | |
|---|---|---|
| 28. | Relevant Benchmark[s]: | [Amounts payable under the Covered Bonds may be calculated by reference to [*specify benchmark*], which is provided by [*legal name of administrator(s)*][*repeat as necessary*]. As at the date hereof, [*legal name of administrator(s)*][appears]/[does not appear] [*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation. As far as the Issuer is aware, [[*legal name of administrator(s)*] as administrator of [*specify benchmark(s)*] [repeat as necessary] [is/are] not required to be registered by virtue of Article 2 of the Benchmarks Regulation] / [the transitional provisions in Article 51 of the Benchmarks Regulation apply], such that [*legal name of administrator(s)*], as administrator of [*specify benchmark*][*repeat as necessary*] [is/are] currently not required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).] / [ ] / [Not Applicable] |

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. The CBC accepts responsibility for the information relating to the CBC contained in these Final Terms. To the best of the knowledge of the Issuer and the CBC the information contained in these Final Terms (in the case of the CBC, the information relating to the CBC) is in accordance with the facts and makes no omission likely to affect its import. [[*Relevant third party information*] relating to item [ ] above has been extracted from [*specify source*]. The Issuer and the CBC confirm that such information (in the case of the CBC, as such information relates to it) has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [(*specify source*)], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

| | |
|---|---|
| Signed on behalf of the Issuer: | Signed on behalf of the CBC: |
| By: | By: |
| *Duly authorized* | *Duly authorized* |
| By: | By: |
| *Duly authorised* | *Duly authorised* |

## PART B – OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING**

| | | |
|---|---|---|
| (i) | Listing: | [Euronext in Dublin / [ ] / None] |
| (ii) | Admission to trading: | [Application [has been / is expected to be] made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [the Regulated Market of Euronext Dublin and listed on the Official List of Euronext Dublin/*specify relevant regulated market and, if relevant, admission to an official list*]] with effect from [ ].] [Not Applicable]<br><br>(*Where documenting a fungible issue, indicate that original covered bonds are already admitted to trading*) |
| (iii) | Estimate of total expenses related to admission to trading: | [ ] |

2. **RATINGS**

| | |
|---|---|
| Ratings: | [The Covered Bonds to be issued [have been/are expected to be] rated:] / [The Covered Bonds to be issued have not been specifically rated. The rating allocated to Covered Bonds under the Programme generally is:]<br><br>[Moody's: [ ]]<br><br>[Fitch: [ ]]<br><br>[[ ]]<br><br>*[(Insert one (or more) of the following options, as applicable with adjustments if required:)*<br><br>[*Insert legal name of particular credit rating agency entity providing rating*] is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").<br><br>[*Insert legal name of particular credit rating agency entity providing rating*] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [relevant competent authority] / [European Securities and Markets Authority].<br><br>[*Insert legal name of particular credit rating agency entity providing rating*] is established in the European Union and is neither registered nor has it applied for registration under Regulation |

(EC) No 1060/2009, as amended (the "**CRA Regulation**").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the European Union but the rating it has given to the Covered Bonds is endorsed by [*insert legal name of credit rating agency*], which is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the European Union but is certified under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the European Union and is not certified under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**") and the rating it has given to the Covered Bonds is not endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation.

[[*Insert full legal name of credit rating agency/ies*] [is]/[are] not established in the United Kingdom, but is part of a group in respect of which one of its undertakings is (i) established in the United Kingdom and (ii) is registered in accordance with Regulation (EC) No 1060/2009 as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")]

[In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused, or (2) the rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation or (3) the rating is provided by a credit rating agency not established in the European Union which is certified under the CRA Regulation.]

3. [**Interests of Natural and Legal Persons involved in the [Issue/Offer**]

(*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*)

Save as discussed in [*Section 1.5 Subscription and Sale*] of the Securities Note, so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. [*Amend as appropriate if there are other interests*]

[(*When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation*)]

4. **Reason for the offer**

[The net proceeds from the issue of the Covered Bonds will be applied by the Issuer for its general corporate purposes]/[●]]

5. **[Yield** (*Fixed Rate Covered Bonds only*)

| | |
|---|---|
| Indication of yield: | [[ ]%] [per annum]<br><br>The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.] |

6. **Operational Information**

| | | |
|---|---|---|
| (i) | ISIN Code: | [ ] |
| (ii) | Common Code: | [ ] |
| (iii) | Other relevant code: | [[ ] / Not Applicable] |
| (iv) | [FISN: | [ ]] |
| (v) | [CFI Code: | [ ]] |
| (vi) | Intended to be held in a manner which would allow Eurosystem eligibility: | [Yes][No]<br><br>(*Include this text if "Yes" selected:*) [Note that the designation "Yes" does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.<br><br>The Covered Bonds will be deposited initially upon issue with [one of the ICSDs acting as common safekeeper / a common safekeeper]. |
| (vii) | [Trade date: | [•]]<br>(*only include if non-syndicated, delete if not applicable*) |

| | | |
|---|---|---|
| (viii) | Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, *société anonyme* and the relevant identification number(s): | [Euroclear Netherlands/Not Applicable/*give name(s) and number(s)*] |
| (ix) | Delivery: | Delivery [against/free of] payment |
| (x) | Names and addresses of additional Paying Agent(s) (if any): | [ ] / [Not Applicable] |

7. **DISTRIBUTION**

| | | | |
|---|---|---|---|
| (i) | | Method of distribution: | [Syndicated/Non-syndicated] |
| (ii) | (a) | If syndicated, names of Managers: | [Not Applicable/*give names*] |
| | (b) | Stabilising Manager(s) (if any): | [Not Applicable/*give name[s]*] |
| (iii) | | If non-syndicated, name of Dealer(s): | [Not Applicable/*give name[s]*] |
| (iv) | | U.S. selling restrictions: | [Regulation S Compliance Category [2] / Rule 144A / TEFRA D / TEFRA C / TEFRA rules not applicable] (*For non Rule 144A transactions Regulation S language and one of the TEFRA options must always be included*) |
| (v) | | ERISA: | [Yes/No] (*"Yes" meaning employee benefit plans subject to ERISA can buy*) |
| (vi) | | Applicable Netherlands / Global selling restriction: | [Not Applicable/*specify* (*Note that depending on the exemption used, specific wording may need to be included*)] |
| (vii) | | Additional selling restrictions: | [Not Applicable/*give details*] |

## 1.3 TERMS AND CONDITIONS OF COVERED BONDS

*The following are the Terms and Conditions of the Covered Bonds which will be incorporated by reference into each Global Covered Bond, Registered Covered Bond and each Definitive Covered Bond, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such Definitive Covered Bond will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond, Definitive Covered Bond and Registered Covered Bond. Any amendments to the Terms and Conditions will be made by way of, and in accordance with the applicable requirements for, amendments to the Trust Deed.*

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by ABN AMRO Bank N.V., acting through its head office (the "**Issuer**") pursuant to a trust deed dated 30 August 2005 (the "**Programme Date**") (such trust deed as amended and/or supplemented and/or restated from time to time, the "**Trust Deed**") between the Issuer, ABN AMRO Covered Bond Company B.V. (the "**CBC**") and Stichting Trustee ABN AMRO Covered Bond Company (the "**Trustee**", which expression shall include any successor as trustee).

Save as provided for in Conditions 9 (*Events of Default and Enforcement*) and 14 (*Meetings of Covered Bondholders, Modification and Waiver*) or where the context otherwise requires, references herein to the Covered Bonds shall be references to the Covered Bonds of this Series and shall mean:

(i) in relation to any Covered Bonds represented by a global covered bond, units of the lowest Specified Denomination in the Specified Currency;

(ii) any Temporary Global Covered Bond, any Permanent Global Covered Bond and any Registered Covered Bonds, as the case may be; and

(iii) any Definitive Covered Bonds issued in exchange for a Permanent Global Covered Bond upon the occurrence of an Exchange Event.

The Covered Bonds and the Coupons have the benefit of an agency agreement dated the Programme Date (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") between the Issuer, the CBC, the Trustee, ABN AMRO Bank N.V. as issuing and principal paying agent (the "**Principal Paying Agent**" which expression shall include any successor principal paying agent) and as Exchange Agent (the "**Exchange Agent**" which expression shall include any successor exchange agent), ABN AMRO Bank N.V. acting through its head office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands as registrar in respect of all Registered Covered Bonds issued pursuant to a Registered Covered Bonds Deed (in respect of such Series only, the "**Registrar**" which expression shall include any successor registrar). Furthermore, pursuant to the Agency Agreement a registrar in respect of all Registered Covered Bonds evidenced by a Registered Global Covered Bond certificate may be appointed (in respect of such Series only, the "**Registrar**" which expression shall include any successor registrar) and a U.S. paying agent may be appointed (the "**US Paying Agent**", and together with the Principal Paying Agent and the other paying agents named in the Agency Agreement, the "**Paying Agents**", which expression shall include any additional or successor paying agent) and the other agents named therein (together with the Paying Agents and, in relation to a Series of Covered Bonds, the Registrar, the "**Agents**", which expression shall include any additional or successor agent).

Interest bearing definitive Covered Bonds have (unless otherwise indicated in the applicable Final Terms) interest coupons ("**Coupons**") and, if indicated in the applicable Final Terms, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Covered Bonds do not have Coupons or Talons attached on issue.

The Final Terms for this Covered Bond (or the relevant provisions thereof) is (i) in the case of a Bearer Covered Bond, attached to or endorsed on this Covered Bond or (ii) in the case of a Registered Covered Bond, attached to the relevant Registered Covered Bond, and supplements these Terms and Conditions (the

"**Conditions**") and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Covered Bond. References to the applicable Final Terms are to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond or the relevant Registered Covered Bond.

The Trustee acts for the benefit of the holders for the time being of the Covered Bonds (the "**Covered Bondholders**", which expression shall, in relation to (i) any Bearer Covered Bonds represented by a Temporary Global Covered Bond or a Permanent Global Covered Bond, and (ii) any Registered Covered Bond, as the case may be, be construed as provided below) and the holders of the Coupons (the "**Couponholders**", which expression shall, unless the context otherwise requires, include the holders of the Talons), and for holders of each other Series in accordance with the provisions of the Trust Deed. Any holders mentioned above include those having a credit balance in the collective depots held by Euroclear Netherlands or one of its participants.

As used herein, "**Tranche**" means Covered Bonds which are identical in all respects (including as to listing) and "**Series**" means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

These Conditions include summaries of, and are subject to, the provisions of the Trust Deed, the Security Documents and the Agency Agreement.

Copies of the Trust Deed, the Security Documents, the Incorporated Terms Memorandum incorporating the Master Definitions Schedule, the Agency Agreement and each of the other Transaction Documents are available for inspection during normal business hours at the registered office for the time being of the Trustee being at Hoogoorddreef 15, 1101 BA Amsterdam, The Netherlands and at the specified office of each of the Paying Agents. Copies of the applicable Final Terms for all Covered Bonds of each Series (including in relation to unlisted Covered Bonds of any Series) are obtainable during normal business hours at the specified office of each of the Paying Agents and any Covered Bondholder must produce evidence satisfactory to the Issuer and the Trustee or, as the case may be, the relevant Paying Agent as to its holding of Covered Bonds and identity. The Covered Bondholders and the Couponholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Trust Deed, the Security Documents, the Incorporated Terms Memorandum, the Agency Agreement, each of the other Transaction Documents and the applicable Final Terms which are applicable to them and to have notice of each Final Terms relating to each other Series.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meaning given to them in the applicable Final Terms and/or the master definitions schedule (as amended from time to time, the "**Master Definitions Schedule**") incorporated in the incorporated terms memorandum (as amended from time to time, the "**Incorporated Terms Memorandum**"), a copy of each of which may be obtained as described above.

## 1. FORM, DENOMINATION AND TITLE

The Covered Bonds are in bearer form ("**Bearer Covered Bonds**") or registered form ("**Registered Covered Bonds**"), as set out in the applicable Final Terms, and, in the case of Definitive Covered Bonds, serially numbered, and in the case of Definitive Covered Bonds or Registered Covered Bonds in the Specified Currency and the Specified Denomination(s). Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination. Registered Covered Bonds may not be exchanged for Bearer Covered Bonds.

This Covered Bond may either have a hard bullet maturity (a "**HB Covered Bond**") or a soft bullet maturity (a "**SB Covered Bond**") as indicated in the applicable Final Terms. A Tranche of HB Covered Bonds can never form part of a Series of SB Covered Bonds and *vice versa*.

A Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond or a Zero Coupon Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Covered Bonds are issued with Coupons attached, unless they are Zero Coupon Covered Bonds or Registered Covered Bonds in which case references to Coupons and Couponholders in these Conditions are not applicable.

Under Dutch law, the valid transfer of Covered Bonds requires, amongst other things, delivery (*levering*) thereof.

For Covered Bonds held by Euroclear Netherlands deliveries will be made in accordance with the Wge.

The Issuer, the CBC, the Paying Agents and the Trustee may (except as otherwise required by law) deem and treat the holder of any Bearer Covered Bond or Coupon as the absolute owner thereof, whether or not any payment is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof and no person shall be liable for so treating such bearer for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the first succeeding paragraph. The signatures on the Covered Bonds are manual and/or in electronic form.

For so long as any of the Covered Bonds are represented by a Global Covered Bond held on behalf of Euroclear Bank SA/NV as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") by a common safekeeper, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the CBC, the Paying Agents and the Trustee as the holder of such nominal amount of such Covered Bonds for all purposes other than with respect to the payment of principal or interest or other amounts on such nominal amount of such Covered Bonds, for which purpose the bearer of the relevant Global Covered Bond shall be treated by the Issuer, the CBC, any Paying Agent and the Trustee as the holder of the nominal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expressions "**Covered Bondholder**" and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Covered Bonds as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error or an error established as such to the satisfaction of the Trustee, be conclusive and binding on all concerned.

Covered Bonds, which are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg, and Euroclear Netherlands and/or DTC or any other agreed clearing system, as the case may be.

Where Covered Bonds represented by a Permanent Global Covered Bond are deposited with Euroclear Netherlands, a Covered Bondholder shall not have the right to request delivery (*uitlevering*) of his Covered Bonds under the Wge other than as set out in the Global Covered Bond.

References to Euroclear and/or Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee but shall not include Euroclear Netherlands. Any amendments to these Conditions required in connection with such additional or alternative clearing system shall be specified in the applicable Final Terms.

## 2. STATUS OF THE COVERED BONDS

The Covered Bonds and any relative Coupons constitute unsubordinated and unsecured obligations of the Issuer, guaranteed by the Guarantee and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsecured and unsubordinated obligations of the

Issuer, present and future, other than any obligations preferred by mandatory provisions of applicable law.

3. **THE GUARANTEE**

Pursuant to a guarantee issued under the Trust Deed, the CBC has as an independent obligation irrevocably undertaken to pay the Guaranteed Amounts when the same shall become Due for Payment (as amended from time to time, the "**Guarantee**"). However, the CBC shall have no such obligation under the Guarantee until (i) the occurrence of an Issuer Event of Default, service by the Trustee on the Issuer of an Issuer Acceleration Notice and service by the Trustee on the CBC of a Notice to Pay or (ii) the occurrence of a CBC Event of Default and the service by the Trustee of a CBC Acceleration Notice on the Issuer and the CBC. In addition, if this Covered Bond is part of any Series of SB Covered Bonds and the CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount in relation to any Series, then:

(a) the obligation of the CBC to pay such Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the date when such Guaranteed Final Redemption Amount is Due for Payment (the "**Extension Date**") or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any monies are available to the CBC after the CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher and *pari passu* ranking amounts, (2) all Guaranteed Final Redemption Amounts pertaining to any Series of HB Covered Bonds with a Final Maturity Date falling in or prior to the CBC Payment Period in which the Extended Due for Payment Date for such Series of SB Covered Bonds falls and (3) all Guaranteed Final Redemption Amounts pertaining to any Series of SB Covered Bonds with an Extended Due for Payment Date falling prior to the CBC Payment Period in which the Extended Due for Payment Date for such Series of SB Covered Bonds falls, in which case the CBC shall (i) give notice thereof to the relevant holders of the SB Covered Bonds (in accordance with Condition 13 (*Notices; Provision of Information*)), the Rating Agencies, the Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least two Business Days prior to the Extension Date and/or such Interest Payment Date, respectively, and (ii) apply such remaining available monies in payment, in whole or in part, of such Guaranteed Final Redemption Amount, if applicable *pro rata* with any Guaranteed Final Redemption Amount pertaining to a Series of SB Covered Bonds with an Extended Due for Payment Date falling in the same CBC Payment Period in which the Extended Due for Payment Date for the relevant Series of SB Covered Bonds falls (and to such extent such Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on the Extension Date and/or such Interest Payment Date, respectively; and

(b) the CBC shall under the Guarantee owe interest over the unpaid portion of such Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (*Interest*) provided that for this purpose all references in Condition 4 (*Interest*) to the Final Maturity Date of such Series of SB Covered Bonds are deemed to be references to the Extended Due for Payment Date, *mutatis mutandis*,

all without prejudice to the CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.

If this Covered Bond is part of a Series of HB Covered Bonds and the CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount relating to such Series, such Guaranteed Amount shall be payable on the Final Maturity Date relating to such Series (and therefore no deferral to any Extended Due for Payment Date shall apply to any Series of HB Covered Bonds).

The rights under the Guarantee (a) form an integral part of the Covered Bonds, (b) are of interest to a Covered Bondholder only if, to the extent that, and for so long as, it holds Covered Bonds and (c) can only be transferred together with all other rights under the relevant Covered Bond. The obligations of the CBC under the Guarantee are unsubordinated and unguaranteed obligations of

the CBC, which are secured (indirectly, through a parallel debt) as provided for in the relevant Security Documents.

As security for a parallel debt corresponding to the CBC's obligations under the Guarantee and the other Transaction Documents to which it is a party, the CBC has granted or will grant (as the case may be) the following security rights to the Trustee:

(i) a first ranking right of pledge over the Transferred Assets;

(ii) a first ranking right of pledge over the monies standing to the credit of the CBC Accounts from time to time; and

(iii) a first ranking right of pledge over the CBC's present and future rights (*vorderingen*) *vis-à-vis* any debtors of the CBC under any Transaction Document to which the CBC is a party, other than the Management Agreement (CBC).

The holders of the Covered Bonds of each Series will, through the Trustee, benefit from the Security and are deemed to have acknowledged, and are bound by, Clause 8 (*Parallel Debt*) of the Trust Deed.

In these Conditions:

"**Extended Due for Payment Date**" means, with respect to any Series of SB Covered Bonds only, the date falling twelve (12) calendar months after the Final Maturity Date, as specified as such in the applicable Final Terms; and

"**Guaranteed Final Redemption Amount**" means a Guaranteed Amount relating to Scheduled Principal payable on the Final Maturity Date in respect of any Series.

## 4. INTEREST

### (a) Interest on Fixed Rate Covered Bonds

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the applicable Rate of Interest specified in the applicable Final Terms. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date or, with respect to any Series of SB Covered Bonds only and subject to Condition 3 (*The Guarantee*), the Extended Due for Payment Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

If a "**Business Day Convention**" is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) the "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(2) the "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(3) the "**Preceding Business Day Convention**", such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If a Business Day Convention is specified in the applicable Final Terms, the number of days for calculating the amount of interest payable in respect of the relevant Interest Period shall also be adjusted in accordance with such Business Day Convention, unless "**Unadjusted**" is specified in the applicable Final Terms, in which case such amount of interest shall be calculated as if the relevant Interest Payment Date were not subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the Fixed Rate Covered Bond, divided by the Calculation Amount.

In these Conditions:

"**Business Day**" means a day which is:

(i) both, in relation to any sum payable in respect of any Series of Covered Bonds:

(A) in relation to any sum payable in euro, a day on which the real time gross settlement system operated by Eurosystem, or any successor system ("**T2**") is operating and a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Amsterdam and in any "**Additional Business Centre**" specified in the applicable Final Terms; and

(B) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) and in any Additional Business Centre specified in the applicable Final Terms; and

(ii) in any other case (A) in relation to any sum payable (other than in respect of any Series of Covered Bonds), a day on which banks are generally open for business in Amsterdam and T2 is operating, or (B) a day on which banks are generally open for business in Amsterdam;

"**Calculation Amount**" has the meaning given thereto in the applicable Final Terms;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

(i) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:

(A) in the case of Covered Bonds where the actual number of days in the relevant period from (and including) the most recent Interest Payment Date (or, in the case of the first interest period, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "**30/360**" is so specified, the number of days in the Fixed Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Fixed Interest Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Fixed Interest Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Fixed Interest Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Fixed Interest Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Fixed Interest Period, unless such number would be 31, in which case D1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Fixed Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

"**Determination Period**" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

"**Final Maturity Date**" means in respect of a Series the Interest Payment Date which falls no more than 30 years after the Issue Date of such Series and on which the Covered Bonds of such Series are expected to be redeemed at their Principal Amount Outstanding in accordance with these Conditions as specified in the applicable Final Terms;

"**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or, in the case of the first interest period, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date;

"**Principal Amount Outstanding**" means, on any date:

(i) in respect of a Covered Bond outstanding, the principal amount of that Covered Bond on the relevant Issue Date, less the aggregate amount of any principal payments in respect of such Covered Bond which have been paid to the Paying Agent on or prior to that date; and

(ii) in relation to the Covered Bonds outstanding at any time, the aggregate of the amount in (i) in respect of all Covered Bonds outstanding; and

"**sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

(b) **Interest on Floating Rate Covered Bonds**

(i) ***Interest Payment Dates***

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, the expression "**Interest Period**" shall mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**", such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(2) the "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(3) the "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(4) the "**Preceding Business Day Convention**", such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If a Business Day Convention is specified in the applicable Final Terms, the number of days for calculating the amount of interest payable in respect of the relevant Interest Period shall also be adjusted in accordance with such Business Day Convention, unless "**Unadjusted**" is specified in the applicable Final Terms, in which case such amount of interest shall be calculated as if the relevant Interest Payment Date were not subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

(ii) ***Rate of Interest***

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner described further in subparagraph (A), subparagraph (B) or subparagraph (C) below, as determined in the applicable Final Terms and subject to Condition 4(d) (*Reference Rate Replacement*).

(A) *ISDA Determination for Floating Rate Covered Bonds*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (A), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating either (i) if "2006 ISDA Definitions" is specified in the applicable Final Terms, the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds and as published by the International Swap and Derivatives Association, Inc. ("**ISDA**") or (ii) if "2021 ISDA Definitions" is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Covered Bonds (together, the "**ISDA Definitions**") and under which:

(1) the Floating Rate Option is as specified in the applicable Final Terms;

(2) the Designated Maturity is a period as specified in the applicable Final Terms; and

(3) the relevant Reset Date is if the applicable Floating Rate Option is based on the Euro-zone inter-bank offered rate ("**EURIBOR**"), the first day of that Interest Period or in any other case, as specified in the applicable Final Terms.

If the applicable Final Terms specify "2021 ISDA Definitions" as the applicable ISDA Definitions, "Administrator/Benchmark Event" (as defined in the 2021 ISDA Definitions) shall be disapplied.

For the purposes of this subparagraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

(B) *Screen Rate Determination for Floating Rate Covered Bonds*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined,

the Rate of Interest for each Interest Period will, subject as provided below, be either:

(1) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at 11.00 a.m. (Brussels time, in the case of EURIBOR), the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the time specified two paragraphs above on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be determined by the Calculation Agent as the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the principal financial centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time, and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Covered Bonds during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Covered Bonds in respect of a preceding Interest Period (though substituting, where a different Margin is to be applied to the relevant Interest Period from that

which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Covered Bonds will be determined:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, by the Calculation Agent as the Reference Rate which appears on the Relevant Screen Page as at 11.00 a.m. in the principal financial centre of the relevant currency (such as London, or Amsterdam in respect of the Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro) on the relevant Interest Determination Date; and

(ii) in any other case, by the Calculation Agent as the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as at the time specified in the preceding paragraph on the relevant Interest Determination Date.

For the purposes of this subparagraph (B), "**Reference Banks**" means, in the case of sub-paragraph (ii)(B)(1) above, those banks whose offered rates were used to determine such quotation when such quotation last appeared on the Relevant Screen Page and, in the case of sub-paragraph (ii)(B)(2) above, those banks whose offered quotations last appeared on the Relevant Screen Page when no fewer than three such offered quotations appeared.

(C) ***Minimum Rate of Interest and/or Maximum Rate of Interest***

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iii) ***Determination of Rate of Interest and calculation of Interest Amounts***

The Calculation Agent will at or as soon as practicable at each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Covered Bonds in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the Floating Rate Covered Bond, divided by the Calculation Amount.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(b):

if "**Actual/Actual (ISDA)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of the Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

if "**Actual/365 (Euro)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case $D_1$ will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case $D_2$ will be 30;

if "**30/360**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**$D_1$**" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case $D_1$ will be 30; and

"**$D_2$**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and $D_1$ is greater than 29, in which case $D_2$ will be 30; or

if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**$Y_1$**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**$Y_2$**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**$M_1$**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**$M_2$**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**$D_1$**" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case $D_1$ will be 30; and

"**$D_2$**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31, in which case $D_2$ will be 30.

(iv) ***Notification of Rate of Interest and Interest Amounts***

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and any competent listing authority, stock exchange and/or quotation system on or by which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded and notice thereof to be published in accordance with Condition 13 (*Notices; Provision of Information*) as soon as possible after their determination but in no event later than the fourth Amsterdam Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each competent listing authority, stock exchange and/or quotation system on or by which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded and to the Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*). For the purposes of this paragraph, the expression "**Amsterdam Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Amsterdam. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Floating Rate Covered Bond having the minimum Specified Denomination.

(v) ***Determination or Calculation by Trustee***

If for any reason at any relevant time the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Calculation Agent defaults in its obligation to calculate any Interest Amount in accordance with subparagraph (ii)(A) or (B) above, as the case may be, and in each case in accordance with paragraph (iii) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 4(b), but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Calculation Agent.

(vi) ***Certificates to be final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b), whether by the Calculation Agent or the Trustee shall (in the absence of wilful default, bad faith or manifest error or an error established as such to the satisfaction of the Trustee) be binding on the Issuer, the CBC, the Calculation Agent, the other Paying Agents, the Trustee and all Covered Bondholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the CBC, the Covered Bondholders or the Couponholders shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) **Accrual of interest**

Each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

(d) **Reference Rate Replacement**

(i) If the Calculation Agent (in consultation with the Issuer or, following an Issuer Event of Default, the CBC) determines that a Reference Rate Event has occurred when any Rate of Interest (or component thereof) remains to be determined by reference to the Reference Rate, then the following provisions shall apply to the relevant Series of Covered Bonds:

(A) the Issuer or, following an Issuer Event of Default, the CBC (as applicable) shall use reasonable endeavours to appoint an Independent Adviser to determine:

(1) a Successor Reference Rate; or

(2) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread (if any) (in any such case, acting in good faith and in a commercially reasonable manner) no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period (the "**IA Determination Cut-off Date**"), for the purposes of determining the Rate of Interest applicable to the Covered Bonds for such next Interest Period and for all other future Interest

Periods (subject to the subsequent operation of this Condition 4(d) during any other future Interest Period(s));

(B) if the Issuer or, following an Issuer Event of Default, the CBC (as applicable) is unable to appoint an Independent Adviser or such Independent Adviser appointed fails to determine a Successor Reference Rate or an Alternative Reference Rate (in accordance with Condition 4(d)(i)(A) prior to the relevant IA Determination Cut-off Date, the Issuer or, following an Issuer Event of Default, the CBC (as applicable), acting in good faith, in a commercially reasonable manner and take into account any applicable requirements arising from the Benchmark Regulation, shall use reasonable endeavours to determine:

(A) a Successor Reference Rate; or

(B) if the Issuer or, following an Issuer Event of Default, the CBC (as applicable) fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread (if any) (in any such case, acting in good faith and in a commercially reasonable manner) no later than three Business Days prior to the Interest Determination Date relating to the next Interest Period (the "**Issuer/CBC Determination Cut-off Date**"), for the purposes of determining the Rate of Interest applicable to the Covered Bonds for such next Interest Period and for all other future Interest Periods (subject to the subsequent operation of this Condition 4(d) during any other future Interest Period(s)). Without prejudice to the definitions thereof, for the purposes of determining any Alternative Reference Rate and/or any Adjustment Spread, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;

(C) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) in accordance with this Condition 4(d):

(1) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall be the Reference Rate for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 4(d));

(2) if the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines that an Adjustment Spread is required to be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) and determines to the best of its knowledge and capability (acting in good faith and in a commercially reasonable manner) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 4(d)); and

(3) the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) (acting in good

faith and in a commercially reasonable manner) may in its discretion specify:

(x) changes to these Conditions in order to follow market practice in relation to such Successor Reference Rate or Alternative Reference Rate (as applicable), including, but not limited to (1) Additional Business Centre(s), Additional Financial Centre(s), Business Day, Business Day Convention, Day Count Fraction, Interest Determination Date, Reference Banks and/or Relevant Screen Page applicable to the relevant Series of Covered Bonds and (2) the method for determining the fallback to the Rate of Interest in relation to the relevant Series of Covered Bonds if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available; and

(y) any other changes which the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines are reasonably necessary to ensure the proper operation and comparability to the Reference Rate of such Successor Reference Rate or Alternative Reference Rate (as applicable),

which changes shall apply to the relevant Series of Covered Bonds for all future Interest Periods (subject to the subsequent operation of this Condition 4(d)); and

(D) promptly following the determination of (i) any Successor Reference Rate or Alternative Reference Rate (as applicable) and (ii) if applicable, any Adjustment Spread, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) shall give notice thereof and of any changes (and the effective date thereof) pursuant to Condition 4(d)(i)(C)(3) to the Trustee, the Principal Paying Agent, the Calculation Agent and the relevant Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*).

(ii) If a Successor Reference Rate or an Alternative Reference Rate is not determined pursuant to the operation of this Condition 4(d) on or before the relevant Issuer Determination Cut-off Date, then the Rate of Interest for the next Interest Period shall be determined by reference to the fallback provisions of Condition 4(b)(ii)(B) (*Screen Rate Determination for Floating Rate Covered Bonds*).

(iii) An Independent Adviser appointed pursuant to this Condition 4(d) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer or, following an Issuer Event of Default, the CBC (as applicable), the Transfer Agent, the Registrars, the Paying Agents, the Calculation Agent or the Covered Bondholders for any determination made by it (or not made by it) pursuant to this Condition 4(d).

(iv) As used in this Condition 4(d):

"**Adjustment Spread**" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines is required to be applied to a Successor Reference Rate or an Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to relevant Covered Bondholders as a result of the replacement of the Reference Rate with such Successor

Reference Rate or Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

(i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Reference Rate with such Successor Reference Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Reference Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines is recognized or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by such Successor Reference Rate or Alternative Reference Rate (as applicable); or

(iii) if no such customary market usage is recognized or acknowledged, the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) in its discretion determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

"**Alternative Reference Rate**" means the rate that the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines has replaced the Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest in respect of covered bonds which meet the criteria set out in Article 129 of the CRR and which are denominated in the Specified Currency and of a comparable duration to the relevant Interest Periods, or, if such Independent Adviser, or the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines that there is no such rate, such other rate as such Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines in its discretion is most comparable to the Reference Rate.

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer or, following an Issuer Event of Default, the CBC (as applicable) at its own expense.

"**Reference Rate**" shall be reference rate as specified in the applicable Final Terms, subject as provided in Condition 4(d) (*Reference Rate Replacement*).

"**Reference Rate Event**" means:

(i) the relevant 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

(ii) a public statement by the administrator of the relevant Reference Rate that it has ceased, or will cease, publishing such Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the relevant Reference Rate as a consequence of which such Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Covered Bonds; or

(v) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or the methodology to calculate such Reference Rate has materially changed; or

(vi) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Covered Bondholder using the relevant Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable).

"**Relevant Nominating Body**" means, in respect of a reference rate:

(i) the central bank for the currency to which such reference rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which such reference rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof.

"**Successor Reference Rate**" means the rate that the relevant Independent Adviser, the Issuer or, following an Issuer Event of Default, the CBC (as applicable) determines is a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

## 5. PAYMENTS

### (a) Method of payment

Subject as provided below:

(i) payments in a Specified Currency other than euro and USD will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);

(ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and

(iii) payments in USD will be made by transfer to a USD account maintained by the payee with a bank outside of the United States (which expression, as used in this Condition 5, means the United States of America, including the State and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction), or by cheque drawn on a United States bank.

In no event will payment be made by a cheque mailed to an address in the United States. Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment in these Conditions, the Trust Deed, the Agency Agreement and the Final Terms, but without prejudice to the provisions of Condition 7 (*Taxation*). References to Specified Currency will include any successor currency under applicable law.

### (b) Presentation of Definitive Covered Bonds and Coupons

Payments of principal in respect of Definitive Covered Bonds will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation

and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Covered Bonds, and payments of interest in respect of Definitive Covered Bonds will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States.

Fixed Rate Covered Bonds in definitive form (other than Long Maturity Covered Bonds (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8 (*Prescription*) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Covered Bond in definitive form becoming due and repayable prior to its Final Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Covered Bond or Long Maturity Covered Bond in definitive form becomes due and repayable in whole, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity Covered Bond**" is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond shall cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Principal Amount Outstanding of such Covered Bond.

If the due date for redemption of any Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Covered Bond.

(c) **Payments in respect of Global Covered Bonds**

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Global Covered Bond in bearer form not in new global note form will (subject as provided below) be made in the manner specified above in relation to Definitive Covered Bonds and otherwise in the manner specified in the relevant Global Covered Bond against presentation or surrender (as the case may be) of such Global Covered Bond at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Global Covered Bond by the Paying Agent to which it was presented and such record shall be *prima facie* evidence that the payment in question has been made.

If a Global Covered Bond in bearer form is in the form of a new global note, payments of principal and interest (if any) in respect of such Covered Bonds shall be entered *pro rata* in the records of the relevant clearing system and, in the case of payments of principal, the principal amount of such Covered Bonds recorded in the records of the relevant clearing system and represented by the Global Covered Bond in bearer form in the form of a new global note will be reduced accordingly.

(d) **General provisions applicable to payments**

The holder of a Global Covered Bond shall be the only person entitled to receive payments in respect of Covered Bonds represented by such Global Covered Bond and the Issuer or the CBC and the Trustee will be discharged by payment to, or to the order of, the holder of such Global Covered Bond in respect of each amount so paid.

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or Euroclear Netherlands or any other agreed clearing system as the beneficial holder of a particular nominal amount of Covered Bonds represented by a Global Covered Bond must look solely to Euroclear, Clearstream, Luxembourg or Euroclear Netherlands or any other agreed clearing system, as the case may be, for his share of each payment so made by the Issuer or the CBC or the Trustee to, or to the order of, the holder of such Global Covered Bond.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Covered Bonds is payable in USD, such USD payments of principal and/or interest in respect of such Covered Bonds will be made at the specified office of a Paying Agent in the United States if:

(i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in USD at such specified offices outside the United States of the full amount of principal and interest on the Covered Bonds in the manner provided above when due;

(ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in USD; and

(iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the CBC, adverse tax consequences to the Issuer or the CBC.

(e) **Payment Day**

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 8 (*Prescription*)) is:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

in the case of Bearer Covered Bonds in definitive form only, the relevant place of presentation; and

any Additional Financial Centre specified in the applicable Final Terms; and

(ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than, in the case of Covered Bonds in definitive form only, the relevant place of presentation and if other than in any Additional Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which T2 is operating.

(f) **Interpretation of principal and interest**

Any reference in these Conditions to principal in respect of the Covered Bonds shall be deemed to include, as applicable:

(i) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;

(ii) the Final Redemption Amount of the Covered Bonds;

(iii) the Early Redemption Amount of the Covered Bonds;

(iv) the Optional Redemption Amount(s) (if any) of the Covered Bonds;

(v) in relation to Zero Coupon Covered Bonds, the Amortised Face Amount (as defined in Condition 6(d) (*Redemption and Purchase - Early Redemption Amounts*));

(vi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Covered Bonds; and

(vii) any Excess Proceeds which may be payable by the Trustee under or in respect of the Covered Bonds.

Any reference in these Conditions to interest in respect of the Covered Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

(g) **Set-off**

If this Condition 5(g) is specified to apply in the applicable Final Terms:

(i) any payments under or pursuant to the Covered Bonds shall be made by the Issuer free of set-off; and

(ii) for the purpose of Registered Covered Bonds issued to a German insurance company or pension fund under the German Insurance Supervisory Act, the Issuer and the CBC each hereby waive, for the benefit of all present and future holders of the Registered Covered Bonds, any right to set-off (*verrekenen*, in German: *aufrechnen*) any amount against, any right to retain (*inhouden*, in German: *zurückbehalten*) any amount from, and any right of pledge (*pandrecht*, in German: *Pfandrecht*), including but not limited to any right of pledge created under the Issuer's General Banking Conditions, with regard to any amount it owes under or in respect of the Registered Covered Bonds and any similar right which may adversely affect the rights under or in respect of the Registered Covered Bonds. This waiver (i) applies as far as and as long as and to the extent that the Registered Covered Bonds are part of the guarantee assets (*Sicherungsvermögen*) within the meaning of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*), also in the event of an insolvency or in the event that insolvency proceedings or similar proceedings are instituted and (ii) prevails over any present or future agreement with a conflicting content, save in the case of future agreements only, where such future agreement has a conflicting content which explicitly refers to this specific waiver.

6. **REDEMPTION AND PURCHASE**

(a) **Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below and subject to Condition 3 (*The Guarantee*), each Covered Bond will be redeemed by the Issuer at its

Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Final Maturity Date (the "**Final Redemption Amount**").

(b) **Redemption for tax reasons**

The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if this Covered Bond is a Floating Rate Covered Bond), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Principal Paying Agent and, in accordance with Condition 13 (*Notices; Provision of Information*), the Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

(i) on the occasion of the next payment due under the Covered Bonds, the Issuer has or will become obliged to (1) withhold any taxes pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) for Covered Bonds issued after 1 September 2021 or (2) pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Covered Bonds; and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Covered Bonds then due.

Prior to the publication of any notice of redemption pursuant to this Condition 6, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Covered Bondholders and the Couponholders.

Covered Bonds redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in Condition 6(d) (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) **Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

(i) not less than 15 nor more than 30 days' notice to the Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*) or such other notice period as may be specified in the applicable Final Terms; and

(ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee, the Principal Paying Agent and the Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date specified in the applicable Final Terms (each such date, an "**Optional Redemption Date**") and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date, provided that no Issuer Event of Default has occurred and is continuing. Any such (partial) redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In

the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed (the "**Redeemed Covered Bonds**") will be selected individually by lot, in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, and where applicable in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and/or Euroclear Netherlands or any other agreed clearing system, in the case of Redeemed Covered Bonds represented by a Global Covered Bond, in each case, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Covered Bonds (i) represented by Definitive Covered Bonds, a list of the serial numbers and (ii) in the case of Registered Covered Bonds, the nominal amount drawn and the holders thereof, of such Redeemed Covered Bonds will be published in accordance with Condition 13 (*Notices; Provision of Information*) not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by Definitive Covered Bonds shall bear the same proportion to the aggregate nominal amount of all Redeemed Covered Bonds as the aggregate nominal amount of Definitive Covered Bonds outstanding bears to the aggregate nominal amount of the Covered Bonds outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Covered Bonds represented by a Global Covered Bond shall be equal to the balance of the Redeemed Covered Bonds. No exchange of the relevant Global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*) at least five days prior to the Selection Date.

(d) **Early Redemption Amounts**

For the purpose of paragraph (b) above and Condition 9 (*Events of Default and Enforcement*), each Covered Bond will be redeemed at its Early Redemption Amount calculated as follows (each, the relevant "**Early Redemption Amount**"):

(i) in the case of a Covered Bond with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;

(ii) in the case of a Covered Bond (other than a Zero Coupon Covered Bond) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Covered Bond is denominated, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount;

(iii) in the case of a Zero Coupon Covered Bond, at the Amortised Face Amount (as defined below); or

(iv) such other redemption amount as may be specified in the applicable Final Terms.

The "**Amortised Face Amount**" is calculated in accordance with the following formula:

$$\text{Amortised Face Amount} = RP \times (1 + AY)y$$

where:

"**RP**" means the Reference Price specified in the applicable Final Terms;

"**AY**" means the Accrual Yield specified in the applicable Final Terms, expressed as a decimal; and

"**y**" is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the

Issue Date of the first Tranche of the Covered Bonds to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Covered Bond becomes due and repayable and the denominator of which is 360, provided that where such calculation is to be made for a period which is not a whole number of years, it shall be made (i) in the case of a Zero Coupon Covered Bond payable in a specified currency other than euro, on the basis of a 360-day year consisting of 12 months of 30 days each or (ii) in the case of a Zero Coupon Covered Bond payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non-leap year divided by 365) or (iii) on the basis of such other Day Count Fraction mentioned in Conditions 4(a) (*Interest on Fixed Rate Covered Bonds*) and 4(b)(iv) (*Determination of Rate of Interest and calculation of Interest Amounts*) as may be specified in the applicable Final Terms.

(e) **Purchases**

The CBC, the Issuer and/or any of its consolidated subsidiaries from time to time (the Issuer and its consolidated subsidiaries, the "**Group**"), may at any time purchase Covered Bonds (provided that, in the case of Definitive Covered Bonds, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Covered Bondholders alike. Such Covered Bonds may be held, reissued, resold or, at the option of the CBC, the Issuer and/or such other member of the Group, surrendered to any Paying Agent for cancellation.

(f) **Cancellation**

All Bearer Covered Bonds which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Bearer Covered Bonds so cancelled and any Bearer Covered Bonds purchased and cancelled pursuant to paragraph (e) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

(g) **Late payment on Zero Coupon Covered Bonds**

If the amount payable in respect of any Zero Coupon Covered Bond upon redemption of such Zero Coupon Covered Bond pursuant to paragraph (a), (b) or (c) above or upon its becoming due and repayable as provided in Condition 9 (*Events of Default and Enforcement*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Covered Bond shall be the amount calculated as provided in paragraph (d)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Covered Bond becomes due and payable were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Covered Bond have been paid; and

(ii) five days after the date on which the full amount of the monies payable in respect of such Zero Coupon Covered Bonds has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*).

(h) **Redemption due to illegality**

The Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Trustee and the Principal Paying Agent and, in accordance with Condition 13 (*Notices; Provision of Information*), all Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Covered Bond of any Series, become

unlawful for the Issuer to make any payments under the Covered Bonds as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Covered Bonds redeemed pursuant to this Condition 6(h) will be redeemed at their Early Redemption Amount referred to in Condition 6(d) (*Redemption and Purchase - Early Redemption Amounts*) above together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(i) **Certificate**

Prior to the publication of any notice of redemption pursuant to this Condition 6 (*Redemption and Purchase*), the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all Covered Bondholders.

## 7. TAXATION

All payments of principal and interest in respect of the Covered Bonds and Coupons by the Issuer or the CBC, as the case may be, will be made without withholding or deduction of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In the event of a withholding or deduction being made by the Issuer in respect of a payment made by it, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Covered Bondholders or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Covered Bonds or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Covered Bond or Coupon:

(i) presented for payment outside The Netherlands; or

(ii) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Covered Bond or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Covered Bond or Coupon; or

(iii) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5(e) (*Payments - Payment Day*)); or

(iv) presented for payment by or on behalf of a holder who is liable for any taxes imposed or withheld pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*); or

(v) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Covered Bond, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

Should any payments made by the CBC under the Guarantee be made subject to any withholding or deduction on account of taxes or duties of whatever nature imposed or levied by or on account of any Tax Jurisdiction the CBC will not be obliged to pay any additional amounts as a consequence.

Notwithstanding any other provision in these Conditions, the Issuer and the CBC shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code of 1986 Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service

("**FATCA Withholding**") as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer or the CBC (as the case may be) not being entitled to receive payments free of FATCA Withholding. The Issuer and the CBC will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, the CBC, a Paying Agent, the Registrar or any other party.

As used herein:

the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the monies payable has not been duly received by the Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such monies having been so received, notice to that effect is duly given to the Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*); and

"**Tax Jurisdiction**" means the European part of the Kingdom of The Netherlands or any political subdivision or any authority thereof or therein having power to tax.

8. **PRESCRIPTION**

The Covered Bonds and Coupons will become void unless presented for payment within a period of five years after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor, subject in each case to the provisions of Condition 5(b) (*Payments - Presentation of Definitive Covered Bonds and Coupons*).

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 8 or Condition 5(b) (*Payments - Presentation of Definitive Covered Bonds and Coupons*) or any Talon which would be void pursuant to Condition 5(b) (*Payments - Presentation of Definitive Covered Bonds and Coupons*).

9. **EVENTS OF DEFAULT AND ENFORCEMENT**

(a) **Issuer Events of Default**

An "**Issuer Acceleration Notice**" means a notice from the Trustee in writing to the Issuer that as against the Issuer (but not against the CBC) each Covered Bond of each Series is, and each such Covered Bond shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed.

The Trustee at its discretion may, and:

(1) in relation to the defaults set out in subparagraphs (i) and (v) below; or

(2) if so directed by a Programme Resolution of the Covered Bonds,

shall give an Issuer Acceleration Notice (subject in each case to being indemnified and/or secured to its satisfaction), if any of the following events (each an "**Issuer Event of Default**") shall occur and be continuing:

(i) default is made by the Issuer for a period of 7 calendar days or more in the payment of any principal or redemption amount, or for a period of 14 calendar days or more in the payment of any interest of the Covered Bonds of any Series when due; or

(ii) a default is made in the performance by the Issuer of any material obligation (other than any obligation for the payment of principal, redemption amount or interest in respect of the Covered Bonds of any Series) under the provisions of the Covered Bonds of any Series or the Trust Deed or any other Transaction Document to which the Issuer is a party which (unless certified by the Trustee, in its opinion, to be incapable of remedy) shall continue for more than 30 calendar days after written notification requiring such default to be remedied and

indicating that this provision may be invoked if it is not so remedied, shall have been given to the Issuer by the Trustee in accordance with the Trust Deed; or

(iii) an order is made or an effective resolution passed for the dissolution or winding up of the Issuer (except a dissolution or winding up for the purpose of a reconstruction, amalgamation, merger or following the transfer of all or substantially all of the assets of the Issuer, the terms of which have previously been approved by an Extraordinary Resolution of the holders of the Covered Bonds or which has been effected in compliance with the terms of Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*)); or

(iv) a liquidator, receiver or other similar officer is appointed in relation to the Issuer or in relation to the whole of its assets; or the Issuer initiates or consents to judicial proceedings relating to its bankruptcy (*faillissement*) or equivalent or analogous proceedings under any applicable law, or shall make a conveyance, assignment or assignation for the benefit of, or shall enter into any composition (*akkoord*) with, its creditors generally; or

(v) the Issuer is adjudged or found bankrupt (*failliet*) or equivalent or analogous judgments or measures under any applicable law, are imposed on the Issuer,

provided that (1) in case an event described in paragraph (ii) above shall occur, the Trustee shall only deliver an Issuer Acceleration Notice if it shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Covered Bondholders of any Series and (2) failure by the Issuer to comply with the CB Legislation shall not in itself be an Issuer Event of Default, unless such breach by the Issuer is also a breach of its obligations under the Covered Bonds or Coupons of any Series, the Trust Deed or any other Transaction Documents which constitutes an Issuer Event of Default in accordance with paragraph (ii) above.

Upon delivery of an Issuer Acceleration Notice pursuant to this Condition 9(a), the Trustee shall forthwith serve a notice to pay on the CBC (the "**Notice to Pay**") pursuant to the Guarantee and the CBC shall be required to make payments of Guaranteed Amounts when the same shall become Due for Payment in accordance with the terms of the Guarantee.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Trustee may or shall take such proceedings against the Issuer in accordance with the first paragraph of Condition 9(c) (*Enforcement*).

The Trust Deed provides that all monies received by the Trustee from the Issuer or any administrator, liquidator, trustee or other similar official appointed in relation to the Issuer following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay (the "**Excess Proceeds**"), shall, unless a CBC Event of Default has occurred which is continuing, be paid by the Trustee on behalf of the Covered Bondholders of the relevant Series to the CBC for its own account, as soon as practicable, and shall be held by the CBC in the AIC Account and shall be used by the CBC in the same manner as all other monies from time to time standing to the credit of the AIC Account. Any Excess Proceeds received by the Trustee shall discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds and Coupons for an amount equal to such Excess Proceeds. However, the receipt by the Trustee of any Excess Proceeds shall not reduce or discharge any of the obligations of the CBC under the Guarantee.

Each Covered Bondholder shall be deemed to have irrevocably directed the Trustee to pay the Excess Proceeds to the CBC in the manner as described above.

(b) **CBC Events of Default**

A "**CBC Acceleration Notice**" means a notice in writing to the CBC and the Issuer, that each Covered Bond of each Series is, and each Covered Bond of each Series shall as against the Issuer (if not already due and repayable against it following an Issuer Event of

Default) and, through the Guarantee, as against the CBC, thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed and after delivery of such CBC Acceleration Notice, the Security shall become enforceable.

The Trustee at its discretion may, and, if so directed by a Programme Resolution, shall give a CBC Acceleration Notice (subject in each case to being indemnified and/or secured to its satisfaction), if any of the following events (each a "**CBC Event of Default**") shall occur and be continuing:

(i) default is made by the CBC under the Guarantee for a period of 7 calendar days or more in the payment of any principal or redemption amount, or for a period of 14 calendar days or more in the payment of any interest when due; or

(ii) a default is made in the performance or observance by the CBC of any material obligation binding upon it (other than any obligation for the payment of Guaranteed Amounts in respect of the Covered Bonds of any Series) under the Trust Deed, the Security Documents or any other Transaction Document to which the CBC is a party which (unless certified by the Trustee, in its opinion, to be incapable of remedy) shall continue for more than 30 calendar days after written notification requiring such default to be remedied and indicating that this provision may be invoked if it is not so remedied shall have been given to the CBC by the Trustee in accordance with the Trust Deed; or

(iii) an order is made or an effective resolution passed for the dissolution or winding up of the CBC; or

(iv) the CBC ceases to carry on its business or substantially all its business; or

(v) a liquidator, receiver or other similar officer is appointed in relation to the CBC or in relation to the whole or any major part of its assets or a conservatory attachment (*conservatoir beslag*) or an executory attachment (*executoriaal beslag*) or other process is levied or enforced upon or sued out against the whole or any major part of its assets or the CBC initiates or consents to judicial proceedings relating to its bankruptcy (*faillissement*) or (preliminary) suspension of payments (*(voorlopige) surseance van betaling*), or equivalent or analogous proceedings under any applicable law, or makes a conveyance, assignment or equivalent or assignation for the benefit of, or shall enter into any composition (*akkoord*) with, its creditors generally; or

(vi) the CBC is subjected to any applicable Insolvency Proceedings or analogous judgments or measures under any applicable law are imposed on the CBC; or

(vii) the Guarantee is not, or is claimed by the CBC not to be, in full force and effect; or

(viii) the Amortisation Test (as set out in the Asset Monitor Agreement) is not satisfied as at the end of a calendar month, as calculated on the immediately succeeding Calculation Date following the service of a Notice to Pay on the CBC,

provided that, in case an event described in paragraph (ii) above shall occur, the Trustee shall only deliver a CBC Acceleration Notice if it shall have certified in writing to the CBC that such event is, in its opinion, materially prejudicial to the interests of the Covered Bondholders of any Series.

Following the occurrence of a CBC Event of Default and service of a CBC Acceleration Notice, the Trustee may or shall take such proceedings or steps in accordance with the first and second paragraphs, respectively, of Condition 9(c) (*Events of Default and Enforcement - Enforcement*) and the Covered Bondholders shall have a claim against the CBC, under the Guarantee, for the Early Redemption Amount together with accrued interest as provided in the Trust Deed in respect of each Covered Bond.

In these Conditions:

"**Amortisation Test**" means the test pursuant to which the CBC and the Originators shall procure that the Amortisation Test Aggregate Asset Amount will be in an amount at least equal to the aggregate Principal Amount Outstanding of the Covered Bonds as calculated as at the end of each calendar month as calculated on the immediately succeeding Calculation Date following service of a Notice to Pay on the CBC;

"**Calculation Date**" means the date falling two Business Days before each CBC Payment Date. The "relevant" Calculation Date in respect of any Calculation Period will be the first Calculation Date falling after the end of that period and the "relevant" Calculation Date in respect of any CBC Payment Date will be the last Calculation Date prior to that CBC Payment Date;

"**Calculation Period**" means the period from the Programme Date to the last day of September 2005 and thereafter, each period from (and including) the first day of each month to the last day of that same month; and

"**CBC Payment Date**" means the 28th day of each month or, if such day is not a Business Day, the next following Business Day unless it would thereby fall into the next calendar month, in which event such CBC Payment Date shall be brought forward to the immediately preceding Business Day.

(c) **Enforcement**

The Trustee may at any time after service of an Issuer Acceleration Notice (in the case of the Issuer) or a CBC Acceleration Notice (in the case of both the Issuer and the CBC), at its discretion and without further notice, take such proceedings against the Issuer and/or the CBC, as the case may be, to enforce the provisions of the Trust Deed, the Covered Bonds and the Coupons, but it shall not be bound to take any such enforcement proceedings in relation to the Trust Deed, the Covered Bonds or the Coupons or any other Transaction Document unless it shall have been so directed by a Programme Resolution and it shall have been indemnified and/or secured to its satisfaction.

The Trustee may at any time, at its discretion and without further notice, take such proceedings against the CBC and/or any other person as it may think fit to enforce the provisions of the Security Documents and may, at any time after the Security has become enforceable, take such steps as it may think fit to enforce the Security, but it shall not be bound to take any such steps unless (i) it shall have been so directed by a Programme Resolution or (ii) it shall have been directed in writing to do so by each of the other Secured Creditors (other than the Issuer); and (iii) it shall have been indemnified and/or secured to its satisfaction.

(d) **Limitation on Covered Bondholders action**

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer or the CBC or to take any action with respect to the Trust Deed, the Coupons or the Security unless the Trustee having become bound so to proceed, fails to do so within a reasonable time and such failure shall be continuing.

(e) **Limited Recourse**

The recourse of the Covered Bondholders and the Couponholders against the CBC pursuant to the Guarantee is limited:

(i) a Covered Bondholder will have a right of recourse (*verhaalsrecht*) only in respect of the Secured Property (subject to paragraph (ii) below) and will not have any claim, by operation of law or otherwise, against, or recourse to any of the CBC's other assets or its contributed capital; and

(ii) sums payable to each Covered Bondholder in respect of the CBC's obligations to such Covered Bondholder shall be limited to the lesser of (a) the aggregate

amount of all sums due and payable to such Covered Bondholder and (b) the aggregate amounts received, realised or otherwise recovered by or for the account of the Trustee in respect of the Secured Property whether pursuant to enforcement of the Security or otherwise, net of any sums which are (1) excluded from application in accordance with the relevant Priority of Payments or (2) payable by the CBC in accordance with the relevant Priority of Payments in priority to or *pari passu* with sums payable to such Covered Bondholder; and

(iii) on the Final Maturity Date or the Extended Due for Payment Date (subject to Condition 3 (*The Guarantee*) or if following final enforcement of the Security the Trustee certifies, in its sole opinion, that the CBC has insufficient funds to pay in full all of the CBC's obligations to such Covered Bondholder, then such Covered Bondholder shall have no further claim against the CBC in respect of any such unpaid amounts and such unpaid amounts shall be discharged in full.

## 10. REPLACEMENT OF COVERED BONDS, COUPONS AND TALONS

Should any Covered Bond, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Covered Bonds, Coupons or Talons must be surrendered before replacements will be issued.

## 11. PAYING AGENTS, TRANSFER AGENTS, EXCHANGE AGENTS AND REGISTRAR

The names of the initial Paying Agents, initial Transfer Agents, initial Exchange Agents and the Registrar and their initial specified offices are set out in the Securities Note.

The Issuer is entitled, with the prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed), to vary or terminate the appointment of any Paying Agent, Transfer Agent, Exchange Agent and the Registrar and/or appoint additional or other Paying Agents, Transfer Agents, Exchange Agents or Registrars and/or approve any change in the specified office through which any Paying Agent, Transfer Agent, Exchange Agent or Registrar acts, provided that:

(a) there will at all times be a Principal Paying Agent and, as long as any Registered Covered Bonds of any Series are outstanding, a Registrar for that Series;

(b) so long as any of the Registered Global Covered Bonds are held through DTC (or a nominee on its behalf), there will at all times be a Transfer Agent with a specified office in New York City; and

(c) so long as the Covered Bonds are listed, quoted and/or traded on or by any competent listing authority, on any stock exchange or quotation system, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant competent authority or stock exchange.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(d) (*Payments - General Provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of bankruptcy, insolvency or any equivalent or analogous proceeding, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Covered Bondholders in accordance with Condition 13 (*Notices; Provision of Information*).

In acting under the Agency Agreement, the Paying Agents, the Transfer Agents, the Exchange Agents and the Registrar act solely as agents of the Issuer and the CBC and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Covered Bondholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent or the Registrar is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent or registrar.

## 12. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 8 (*Prescription*).

## 13. NOTICES; PROVISION OF INFORMATION

All notices regarding the Bearer Covered Bonds will be deemed to be validly given if published in, if so specified in the applicable Final Terms, a leading English language daily newspaper of general circulation in London (which is expected to be the Financial Times). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any competent listing authority, stock exchange or quotation system on or by which the Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing, quotation and/or trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any Definitive Covered Bonds are issued, there may, so long as the Bearer Covered Bond(s) is or are held in its or their entirety on behalf of Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands or any other agreed clearing system, be substituted for such publication in any newspaper or website the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg, and/or Euroclear Netherlands or such other agreed clearing system (as the case may be) for communication by them to the holders of beneficial interests in the Bearer Covered Bonds. Any such notice delivered on or prior to 4.00 p.m. (local time) on a business day in the city in which it is delivered will be deemed to have been given to the holders of the Bearer Covered Bonds on such business day. A notice delivered after 4.00 p.m. (local time) on a business day in the city in which it is delivered will be deemed to have been given to the holders of the Bearer Covered Bonds on the next following business day in such city.

Notices to be given by any Covered Bondholder shall be in writing and given by lodging the same, together (in the case of any Bearer Definitive Covered Bond) with the relative Covered Bond or Covered Bonds, with the Principal Paying Agent or (in the case of Registered Definitive Covered Bonds) the Registrar. Whilst any of the Covered Bonds are represented by a Global Covered Bond, such notice may be given by any holder of a Covered Bond to the Principal Paying Agent through Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands or any other agreed clearing system, as the case may be, in such manner as the Principal Paying Agent and Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands or such other agreed clearing system, as the case may be, may approve for this purpose.

For so long as any Registered Covered Bonds remain outstanding, each of the Issuer and the CBC have agreed under the Trust Deed that it shall, during any period in which it is neither subject to Section 13 or Section 15(d) under the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, furnish to any Covered Bondholder of, or beneficial owner of an interest in, such Registered Covered Bonds, or to any prospective purchaser thereof, upon request of such Covered Bondholder, such information as is required to be provided pursuant to Rule 144A(d)(4) under the Securities Act in order to permit compliance with Rule 144A in connection with the resale of such restricted securities.

A copy of each notice given in accordance with this Condition 13 shall be provided to the relevant stock exchange if the Covered Bonds are listed on such stock exchange and the rules of such stock exchange so require.

## 14. MEETINGS OF COVERED BONDHOLDERS, MODIFICATION AND WAIVER

The Trust Deed contains provisions for convening meetings of the Covered Bondholders of any Series to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Covered Bonds of such Series or the related Coupons or of any of the Transaction Documents (subject as provided below and in the Trust Deed). Such a meeting may be convened by the Issuer, the CBC or the Trustee and shall be convened by the Issuer if required in writing by Covered Bondholders of a Series holding not less than fifteen per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being remaining outstanding. The quorum at any such meeting in respect of any Series for passing an Extraordinary Resolution is: (i) one or more persons holding or representing not less than fifty per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons being or representing Covered Bondholders of such Series whatever the nominal amount of the Covered Bonds of such Series so held or represented; (ii) at any meeting the business of which includes the modification of certain provisions of the Covered Bonds of a Series, the related Coupons or the Trust Deed (including a reduction or cancellation of the amount payable in respect of such Covered Bonds, the alteration of the currency in which payments under such Covered Bonds are to be made, the alteration of the majority required to pass an Extraordinary Resolution, any amendment to the Guarantee or the Security Documents (except in a manner determined by the Trustee not to be materially prejudicial to the interests of the Covered Bondholders of any Series) or the sanction of any scheme or proposal for the exchange of such Covered Bonds in respect of such Series (each, a "**Series Reserved Matter**" all as more particularly set out in the Trust Deed)): one or more persons holding or representing not less than two-thirds of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons holding or representing not less than one-third of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding.

An Extraordinary Resolution passed at any meeting of the Covered Bondholders of a Series shall, subject as provided below, be binding on all the Covered Bondholders of such Series, whether or not they are present at the meeting, and on all Couponholders in respect of such Series. Pursuant to the Trust Deed, the Trustee may convene a single meeting of the Covered Bondholders of more than one Series if in the opinion of the Trustee there is no conflict between the holders of such Covered Bonds, in which event the provisions of this paragraph shall apply thereto *mutatis mutandis*.

Notwithstanding the preceding paragraphs of this Condition 14, any resolution to direct the Trustee (i) to accelerate the Covered Bonds pursuant to Condition 9 (*Events of Default and Enforcement*); (ii) to take any enforcement action, or (iii) to remove or replace the Trustee's Director shall only be capable of being passed by a Programme Resolution. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the CBC or the Trustee or by Covered Bondholders of any Series. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing not less than two-thirds of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the nominal amount of the Covered Bonds of any Series so held or represented. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series shall be binding on all Covered Bondholders and Couponholders of all Series, whether or not present at such meeting, and each of the Covered Bondholders and Couponholders shall be bound to give effect to it accordingly.

An Extraordinary Resolution and a Programme Resolution may also be taken in writing (whether contained in one document or several documents in the same form, each signed by or on behalf of one or more Covered Bondholders) or through the electronic communications systems of the relevant clearing system(s) (in accordance with their operating rules and procedures) by or on behalf of (i) in the case of an Extraordinary Resolution, all holders who are for the time being entitled to receive notice of a meeting of Covered Bondholders in accordance with the provisions for meetings of Covered Bondholders as set out in the Trust Deed, or (ii) in the case of a Programme Resolution, the holders of not less than twenty-five per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds then outstanding as if they were a single Series.

In connection with any meeting or resolution of the Covered Bondholders of more than one Series where such Covered Bonds are not denominated in euro, the nominal amount of the Covered Bonds of any Series not denominated in euro shall be converted into euro at the relevant Structured Swap Rate.

The Trustee may (or where such modification arises in respect of the matters set out in (i) solely in relation to Series with an Issue Date falling on or after 8 December 2014, (c) below, (ii) solely in relation to Series with an Issue Date falling on or after 16 December 2015 and (d) below is obliged (subject as provided in the Trust Deed) to) from time to time and at any time without any consent or sanction of the Covered Bondholders, Receiptholders or Couponholders of any Series and without the consent of the other Secured Creditors (save in relation to (i) Series with an Issue Date falling on or after 8 December 2014, (c) below, (ii) Series with an Issue Date falling on or after 16 December 2015 and (d) below where the consent of any Secured Creditor (other than the CBC and the Covered Bondholders) party to the relevant Transaction Document to be amended shall be required) concur with the Issuer and the CBC (and for this purpose the Trustee may disregard whether any such modification relates to a Series Reserved Matter) and agree to:

(a) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document and/or designate further creditors as Secured Creditors, provided that (i) in the opinion of the Trustee such modification is not materially prejudicial to the interests of any of the Covered Bondholders of any Series or any of the other Secured Creditors (other than the CBC) (in which respect the Trustee may rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor) and (ii) it has not been informed in writing by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given his/her written consent as aforesaid); or

(b) any modification of the Covered Bonds of any one or more Series, the related Coupons or any Transaction Document which is of a formal, minor or technical nature or is made to correct a manifest error or an error established as such to the satisfaction of the Trustee or to comply with mandatory provisions of law; or

(c) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document as requested by the Issuer and/or the CBC in order to enable the Issuer and/or the CBC to comply with any requirements which apply to it under Regulation (EU) 648/2012 ("**EMIR**") subject as provided further pursuant to the terms of the Trust Deed; or

(d) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document, required or necessary in connection with any change, after the issue date of the relevant Covered Bonds, to any laws or regulations (including without limitation the laws and regulations of the Netherlands and the European Union) applicable or relevant with respect to covered bonds (*gedekte obligaties*) to ensure that the Covered Bonds (continue) to meet the requirements for covered bonds (*gedekte obligaties*) within the meaning of the Wft subject as provided further pursuant to the terms of the Trust Deed.

The Trustee may also agree, without the consent of the Covered Bondholders of any Series and/or Couponholders and without the consent of any other Secured Creditor, to the waiver or authorisation of any breach or proposed breach of any of the provisions of the Covered Bonds of any Series or any Transaction Document, or determine, without any such consent as aforesaid, that any Issuer Event of Default or CBC Event of Default or Potential Issuer Event of Default or Potential CBC Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of any of the Secured Creditors (in which respect the Trustee may (without further enquiry) rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor) provided that the Trustee has not been informed by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given its written consent as aforesaid) and provided further that the Trustee shall not exercise any such powers conferred upon it in contravention of any express direction by a Programme Resolution (but so that no such direction or request shall affect any

authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Series Reserved Matters.

Any such modification, waiver, authorisation or determination shall be binding on all Covered Bondholders of all Series for the time being outstanding, the related Couponholders and the other Secured Creditors and the Issuer shall cause such modification, waiver, authorisation or determination to be notified to the Rating Agencies and, unless the Trustee otherwise agrees, the Covered Bondholders of all Series for the time being outstanding and the other Secured Creditors in accordance with the relevant terms and conditions as soon as practicable thereafter.

In connection with the exercise by it of any of its powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Covered Bondholders of each Series as a class (but shall not have regard to any interests arising from circumstances particular to individual Covered Bondholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Covered Bondholders, the related Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Covered Bondholder or Couponholder be entitled to claim, from the Issuer, the CBC, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Covered Bondholders or Couponholders, except to the extent already provided for in Condition 7 (*Taxation*) and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Trust Deed.

The Issuer may, without the consent of the holders of the Covered Bonds of any Series or any Coupons relating thereto, or any other Secured Creditor:

(a) consolidate with, merge or amalgamate into or transfer its assets; or

(b) transfer its rights and obligations under the Covered Bonds and Transaction Documents substantially as an entirety, by way of de-merger (*splitsing*),

to any corporation organised under the laws of The Netherlands, or any political subdivision thereof provided that (if the surviving entity or transferee company is not the Issuer, such surviving entity or transferee company shall be referred to as the "**New Entity**"):

(i) a certificate of two authorised signatories of the Issuer and one authorised signatory of the CBC is delivered to the Trustee to the effect that immediately after giving effect to such transaction no Issuer Event of Default and no CBC Event of Default, respectively, and no Potential Issuer Event of Default and no Potential CBC Event of Default, respectively, will have happened and be continuing;

(ii) where the surviving entity or transferee company is not the Issuer, the Issuer shall procure that the surviving or transferee company assumes its obligations as Issuer under the Trust Deed, each other relevant Transaction Document and all of the outstanding Covered Bonds of all Series, in place of the Issuer;

(iii) where the surviving entity or transferee company is not the Issuer, the Guarantee of the CBC is fully effective on the same basis in relation to the obligations of such successor or transferee company; and

(iv) certain other conditions set out in the Trust Deed are met.

Upon the assumption of the obligations of the Issuer by such surviving or transferee company, the predecessor Issuer shall (subject to the provisions of the Trust Deed) have no further liabilities under or in respect of the Trust Deed or the outstanding Covered Bonds of each Series then outstanding or any Coupons appertaining thereto and the other Transaction Documents other than as a result of mandatory law. The Trust Deed provides that any such assumption shall be notified

to the holders of all Series in accordance with the relevant terms and conditions of such Covered Bonds and the other Secured Creditors.

For the purposes hereof:

"**Extraordinary Resolution**" means a resolution at a meeting duly convened and held in accordance with the provisions for meetings of Covered Bondholders as set out in the Trust Deed, by not less than two-thirds of the votes cast;

"**Programme Resolution**" means either:

(a) a written resolution of the holders of not less than twenty-five per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding as if they were a single Series; or

(b) an Extraordinary Resolution (with the Covered Bonds of all Series taken together as a single Series),

in each case with the nominal amount of Covered Bonds not denominated in euro being converted into euro at the relevant Structured Swap Rate;

"**Potential Issuer Event of Default**" means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Issuer Event of Default;

"**Potential CBC Event of Default**" means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute a CBC Event of Default;

"**Rating Agency Confirmation**" means, following a notification to the Rating Agencies of a certain event or matter, the earlier of, in relation to each Rating Agency, (i) a confirmation in writing from such Rating Agency that its then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of such event or matter and (ii) if such Rating Agency neither provides such confirmation nor indicates (a) which conditions should be met before it is in a position to grant such confirmation or (b) that its then current ratings of the Covered Bonds will be adversely affected by or withdrawn as a result of such event or matter, the passage of 14 days after such notification; and

"**Trustee's Director**" means IQ EQ Structured Finance B.V. and/or such other person(s) who may be appointed as director(s) (*bestuurder*) of the Trustee from time to time.

## 14A. REFERENCE RATE MODIFICATION

(a) Notwithstanding the provisions of Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*), the Trustee is obliged from time to time and at any time without any consent or sanction of the Covered Bondholders, Receiptholders or Couponholders of any Series and without the consent of the other Secured Creditors (save where any Secured Creditor is a party to the relevant Transaction Document which is proposed to be amended) to concur with the Issuer and/or the CBC (and for this purpose the Trustee may disregard whether any such modification relates to a Series Reserved Matter) and agree to make any modification in the Covered Bonds of any one or more Series, the related Coupons or any Transaction Document as requested by the Issuer, or following an Issuer Event of Default, the CBC, which are required or necessary in connection with the cessation of the publication of the original Reference Rate in accordance with Condition 4(d) (*Reference Rate Replacement*) subject as provided further pursuant to the terms of the Trust Deed.

(b) Other than where specifically provided in this Condition 14A (*Reference Rate Modification*) or any Transaction Document, the provisions of Condition 14 (*Meetings of Covered Bondholders; Modification and Waiver*) shall apply to this Condition 14A.

15. **INDEMNIFICATION OF THE TRUSTEE CONTRACTING WITH THE ISSUER AND/OR THE CBC**

If, in connection with the exercise of its powers, authorities or discretions, the Trustee is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, the Trustee shall not exercise such power, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a written resolution of such Covered Bondholders of not less than fifty per cent. of the aggregate Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding.

The Trust Deed contains provisions for the indemnification of the Trustee and for the Trustee's relief from responsibility, including provisions relieving it from taking any action unless indemnified and/or secured to its satisfaction.

The Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Transferred Assets, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Trustee. The Trustee will not be responsible for (i) supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents; (iii) monitoring the Transferred Assets, including, without limitation, whether the Transferred Assets are in compliance with the Asset Cover Test, the Pre-Maturity Test, the Mandatory Asset Quantity Test or the Amortisation Test; or (iv) monitoring whether Transferred Receivables satisfy the applicable Eligibility Criteria or such other criteria as may be notified to the Rating Agencies in relation to other Transferred Assets. The Trustee will not be liable to any Covered Bondholder or other Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent pledgee in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents.

16. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Covered Bondholders or the Couponholders to create and issue further bonds having terms and conditions the same as the Covered Bonds of any Series or the same in all respects save for the amount and date of the first payment of interest thereon, issue date and/or purchase price and so that the same shall be consolidated and form a single Series with the outstanding Covered Bonds of such Series.

17. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

(a) **Governing law**

The Covered Bonds and the Transaction Documents are governed by, and shall be construed in accordance with, the laws of The Netherlands unless specifically stated to the contrary.

(b) **Submission to jurisdiction**

In relation to any legal action or proceedings arising out of or in connection with the Covered Bonds and the Coupons, the Issuer irrevocably submits to the jurisdiction of the court of first instance (*rechtbank*) in Amsterdam, The Netherlands. This submission is made for the exclusive benefit of the Covered Bondholders and the Trustee and shall not affect their right to take such action or bring such proceedings in any other courts of competent jurisdiction of Member States in accordance with the Brussels Ia Regulation or of States that are parties to the Lugano II Convention.

In this Condition 17:

"**Brussels Ia Regulation**" means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; and

"**Lugano II Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007.

18. **ADDITIONAL OBLIGATIONS**

For as long as the Covered Bonds are admitted to the Official List of Euronext in Dublin ("**Euronext Dublin**") and to trading on its regulated market, the Issuer will comply with all rules and regulations of Euronext Dublin. If the Covered Bonds are listed and/or admitted to trading on other or further stock exchanges or markets (including, without limitation, Euronext Amsterdam N.V.), it will comply with all rules and regulations of such stock exchanges or markets.

19. **TERMS AND CONDITIONS OF REGISTERED COVERED BONDS**

19.1 If in the applicable Final Terms it is specified that Registered Covered Bonds are issued, then the following terms and conditions shall apply in addition to the terms and conditions set out in Condition 1 until and including 18 above. In the event of any inconsistency between Conditions 1 up to and including 18 and this Condition 19, this Condition 19 will prevail with regard to Registered Covered Bonds.

19.2 Registered Covered Bonds are registered claims (*vorderingen op naam*) which will, as specified in the applicable Final Terms, be either (i) issued pursuant to the terms and conditions of a registered covered bonds deed ("**Registered Covered Bonds Deed**") or (ii) with respect to any Series which contain one or more Tranches of Covered Bonds offered or sold in reliance on Rule 144A, issued in the form of a Registered Global Covered Bond. The holder of a Registered Covered Bond is the creditor of the relevant registered claim and "**Covered Bondholder**" shall be construed accordingly, provided that if the provision at the end of Condition 19.4 applies, the transferee shall, from the moment the transfer takes effect be treated as a Covered Bondholder for all purposes, without prejudice to any entitlement of the transferor pursuant to Condition 19.6.

A Registered Covered Bonds Deed, a Registered Global Covered Bond certificate and a Registered Definitive Covered Bond certificate is not a document of title. Entitlements are determined by entry in the Register. Consequently, references in any Registered Covered Bonds Deed, Registered Global Covered Bond certificate or Registered Definitive Covered Bond certificate to Covered Bonds represented by such Registered Covered Bonds Deed, Registered Global Covered Bond certificate or Registered Definitive Covered Bond certificate, as applicable, shall mean such Covered Bonds as evidenced by the Registered Covered Bonds Deed, Registered Global Covered Bond certificate or Registered Definitive Covered Bond certificate, as the case may be.

19.3 Under Dutch law, the valid transfer of Covered Bonds requires, amongst other things, delivery (*levering*) thereof, which in the case of Registered Covered Bonds is effected by assignment (*cessie*) of both the rights under the Registered Covered Bonds and the corresponding rights under the Guarantee by execution of an assignment deed (*akte van cessie*) between the transferor and the transferee and, in the case of a notified assignment, notification (*mededeling*) thereof to the Issuer and the CBC.

In the case of a Registered Covered Bonds Deed, a form of deed of assignment is attached to effect this assignment and notification. In the case of a Registered Global Covered Bond certificate and Registered Definitive Covered Bond certificate, a form of transfer certificate is attached to effect this assignment and notification.

19.4 Registered Covered Bonds may be transferred in whole, but not in part, provided that the relevant transferor and transferee may otherwise agree in the relevant assignment deed in respect of amounts that have accrued but not yet been paid in respect of the period up to the relevant transfer. Registered Covered Bonds shall not be exchangeable for Bearer Covered Bonds.

19.5 In respect of each Series of Registered Covered Bonds, the Issuer shall procure that a register be kept by the Registrar in accordance with the provisions of the Agency Agreement (in respect of the relevant Series of Registered Covered Bonds only, the "**Register**"). The Registrar shall register

details of any holder of the relevant Registered Covered Bonds in the Register and amend the Register to reflect any transfer and/or redemption of the relevant Registered Covered Bonds.

19.6 Payments of principal, interest (if any) and any other amounts in respect of the relevant Registered Covered Bonds will be made to the person shown on the Register as being entitled to the relevant amount of principal or interest or other amount at the opening of business on the second Business Day falling prior to the due date of such payments. If any Registered Covered Bondholder transfers any Registered Covered Bonds in accordance with Condition 19.3 and the Trust Deed and such transfer is notified to the Issuer and the CBC prior to the close of business on the fifteenth Business Day before the due date for payment (the "**Record Date**"), the Issuer, the CBC and the Trustee will in respect of the Registered Covered Bond so transferred, be discharged from their respective payment obligations only by payment to or to the order of the transferee. Each payment in respect of a Registered Global Covered Bond will be made to the person shown as whose name is entered into on the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment, where "Clearing System Business Day" means a day on which each clearing system for which the Registered Global Covered Bond is being held is open for business being Monday to Friday inclusive except for 25 December and 1 January. If the notification of transfer of the relevant Registered Covered Bond is made after the close of business on the Record Date, (i) the risk that the transfer is not timely recorded in the Register is borne by the transferee and (ii) the Issuer, the CBC, the Trustee, the Registrar and the relevant Paying Agent shall not be liable as a result of any payment being made to the person shown in the Register in accordance with this Condition 19. The Registered Covered Bonds will become void unless demand for payment is made within a period of five years after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor.

19.7 Notices to holders of Registered Covered Bonds shall be mailed, e-mailed or faxed to them at their respective addresses as recorded in the Register and shall be deemed to have been given on the fourth business day (being a day other than a Saturday or a Sunday) after the date of mailing, e-mailing or faxing in case actual receipt of the mail, e-mail or fax has not occurred by then.

Until such time as any Registered Covered Bonds in definitive form (each a "**Registered Definitive Covered Bond**") are issued, there may, so long as the Registered Global Covered Bond(s) is or are held in its or their entirety through Euroclear, Clearstream, Luxembourg and/or The Depository Trust Company ("**DTC**") (or a nominee on its behalf) or such other agreed clearing system, be substituted for such publication in any newspaper or website the delivery of the relevant notice to such clearing system (or a nominee on its behalf) for communication by such clearing system to the holders of the beneficial interests in Registered Covered Bonds. Any such notice delivered on or prior to 4.00 p.m. (local time) on a business day in the city in which it is delivered will be deemed to have been given to the holders of the Registered Covered Bonds on such business day. A notice delivered after 4.00 p.m. (local time) on a business day in the city in which it is delivered will be deemed to have been given to the holders of the Registered Covered Bonds on the next following business day in such city.

19.8 For so long as any of the Registered Covered Bonds are represented by a Registered Global Covered Bond registered in the name of Euroclear, Clearstream, Luxembourg and/or DTC (or a nominee on its behalf), each person (other than such clearing system (or a nominee on its behalf)) who is for the time being shown in the records of such clearing system as the holder of a particular nominal amount of such Registered Global Covered Bonds (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, as to such nominal amount of such Registered Global Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the CBC, the Paying Agents and the Trustee as the holder of such nominal amount of such Registered Global Covered Bonds for all purposes other than with respect to the payment of principal or interest or other amounts on such nominal amount of such Registered Global Covered Bonds and voting rights, giving consents and making requests, for which purpose the registered holder of the relevant Registered Global Covered Bond shall be treated by the Issuer, the CBC, any Paying Agent, any Transfer Agent, any Exchange Agent, the Registrar and the Trustee as the holder of such nominal amount of such Global Covered Bonds in accordance with and subject to the terms of the relevant Registered Global Covered Bond and the expressions "**Covered Bondholder**" and "**holder of Covered Bonds**" and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal

amount of Registered Global Covered Bonds as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error or an error established as such to the satisfaction of the Trustee, be conclusive and binding on all concerned. Registered Covered Bonds which are represented by a Registered Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg, and/or Euroclear Netherlands system, and/or DTC, as the case may be.

19.9 All amounts payable to DTC (or a nominee on its behalf) as holder of a Registered Global Covered Bond in respect of Covered Bonds denominated in a Specified Currency other than USD shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of one or more of the transfer agents (the "**Transfer Agents**") on behalf of DTC (or a nominee on its behalf) for payment in such Specified Currency or conversion into USD in accordance with the provisions of the Agency Agreement.

19.10 For the purpose of Condition 5(e) (*Payment Day*), "**Payment Day**" means any day which (subject to Condition 8 (*Prescription*)) is in the case of any payment in respect of a Rule 144A Global Covered Bond denominated in a Specified Currency other than USD and registered in the name of DTC (or a nominee on its behalf) and, in respect of which an accountholder of DTC (with an interest in such Rule 144A Global Covered Bond) has elected to receive any part of such payment in USD, not a day on which banking institutions are authorised or required by law or regulation to be closed in New York City.

19.11 Registered Covered Bonds of each Tranche sold outside the United States to non U.S. persons in accordance with Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**") will, if this is specified in the applicable Final Terms, be represented by a permanent global Covered Bond in registered form (the "**Regulation S Global Covered Bond**"), and Registered Covered Bonds of each Tranche sold to qualified institutional buyers ("**QIBs**") (within the meaning of Rule 144A under the Securities Act ("**Rule 144A**")) in reliance on Rule 144A or to other U.S. persons in transactions exempt from the registration requirements of the Securities Act will be represented by a permanent global Covered Bond in registered form (the "**Rule 144A Global Covered Bond**" and, together with the Regulation S Global Covered Bond, the "**Registered Global Covered Bonds**"). Beneficial interests in a Registered Global Covered Bond registered in the name of DTC (or a nominee on its behalf) will be exchangeable and transferable only in accordance with the rules and operating procedures for the time being of DTC (the "**Applicable Procedures**").

Holders of beneficial interests in the Regulation S Global Covered Bond may transfer such interests, or may exchange such interests for beneficial interests in the Rule 144A Global Covered Bond, and holders of beneficial interests in the Rule 144A Global Covered Bond may transfer such interests, or may exchange such interests for beneficial interests in the Regulation S Global Covered Bond, in each case subject as provided below, to the provisions of the relevant Registered Global Covered Bond and to the Applicable Procedures.

In the case of Registered Definitive Covered Bonds issued in exchange for interests in the Rule 144A Global Covered Bond, the relevant Registered Definitive Covered Bond certificate shall bear the legend set forth on the Rule 144A Global Covered Bond certificate (the "**Legend**"). Upon the transfer or exchange of Registered Covered Bonds whose Rule 144A Global Covered Bond certificate bears the Legend or upon specific request for removal of the Legend, the Legend shall be maintained unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Interests in a Registered Global Covered Bond will be exchangeable, in whole but not in part, for Registered Definitive Covered Bonds if (A) the Covered Bonds become immediately due and payable as a result of the occurrence of an Issuer Event of Default, (B) the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so, or (C) by reason of any amendment to, or change in, the laws and regulations of The Netherlands, the

Issuer is or will be required to make any withholding or deduction from any payment in respect of the Covered Bonds which would not be required if the Covered Bonds which are represented by the Registered Global Covered Bond certificate were in definitive form.

Upon the occurrence of any of the events described in the preceding sentence, the Issuer will cause the appropriate interests in the relevant Registered Global Covered Bond to be exchanged for Registered Definitive Covered Bonds in accordance with the Agency Agreement, the Trust Deed and the relevant Registered Global Covered Bond.

If a holder of a beneficial interest in a Regulation S Global Covered Bond wishes at any time to exchange its interest in such Regulation S Global Covered Bond for an equivalent interest in a Rule 144A Global Covered Bond, or to transfer its interest, in whole or in part, such holder may, subject to the rules and procedures of the Registrar and in accordance with the Agency Agreement, the Trust Deed and the relevant Registered Global Covered Bond, exchange or transfer, as the case may be, such interest upon certification to the effect that (i) the exchange or transfer of such interest has been made in compliance with the transfer restrictions applicable to such Registered Global Covered Bond under U.S. law and pursuant to and in accordance with Regulation S, where applicable, and (ii) if applicable, such exchange has been made in compliance with the requirements of Rule 144A.

Transfers between participants in DTC will be effected in the ordinary way in accordance with the Applicable Procedures and will be settled in same day funds.

Transfers by the holder of a beneficial interest in a Rule 144A Global Covered Bond to a transferee who takes delivery of such interest through the Regulation S Global Covered Bond will be made only upon receipt by the Registrar of a written certification from the transferor to the effect that such transfer is being made in accordance with Regulation S or, if applicable, that the interest in the Covered Bond being transferred is not a "restricted security" within the meaning of Rule 144A. Investors holding a beneficial interest in a Rule 144A Global Covered Bond who propose any such transfer must notify the Registrar and, subject to compliance with the provisions of the Agency Agreement, the Trust Deed and the relevant Rule 144A Global Covered Bond, the Registrar shall take such action as appropriate to register the transfer of such beneficial interest in the Registered Global Covered Bonds to or for the account of the purchaser. Upon receipt by the Registrar of notification by DTC, Euroclear and/or Clearstream Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream Luxembourg (as the case may be); and a certificate in the form of Schedule 6 (*Form of Certificate for Exchange or Transfer from Rule 144A Global Covered Bond to Regulation S Global Covered Bond*) to the Trust Deed given by the holder of such beneficial interest requesting such transfer or exchange and, in the case of transfer or exchange on or prior to the fortieth day after the date of issue of the Rule 144A Global Covered Bond certificate, stating that the transfer or exchange of such beneficial interest has been made in compliance with the transfer restrictions applicable to the Covered Bonds, the details of the exchange or transfer shall be entered by the Registrar in the Register.

Upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Definitive Covered Bond initially represented by a Registered Global Covered Bond may be transferred in whole or in part upon the Registrar, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer and the Registrar may prescribe, including any restrictions imposed by the Issuer on transfers of Registered Covered Bonds originally sold to a U.S. person. In addition, if the Registered Definitive Covered Bond being transferred is the object of a Registered Covered Bond or form of transfer, as the case may be, containing a Legend, additional certificates, to the effect that such exchange or transfer is in compliance with the restrictions contained in such Legend, may be required.

The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions (except for the expenses of delivery by other than regular mail (if any) and, if the Issuer shall so require, for the payment of a sum sufficient to cover any tax or other governmental charge or insurance charges that may be imposed in relation thereto which will be borne by the Covered Bondholder) will be borne by the Issuer.

19.12 All Registered Covered Bonds which are purchased by the Issuer and transferred to the Issuer will extinguish by operation of law (*tenietgaan door vermenging*). Therefore such repurchased Registered Covered Bonds cannot be held, reissued or resold. The Issuer shall send a notification of such repurchase to the Principal Paying Agent and the Registrar.

## 1.4 TAXATION IN THE NETHERLANDS

*The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the 2025 Programme Update and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary neither purports to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Covered Bonds, and nor purports to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities, trusts or similar arrangements) may be subject to special rules. This summary does not address any Dutch tax considerations relating to the Dutch Minimum Tax Act 2024 (Wet minimumbelasting 2024), which may be relevant for a particular holder of Covered Bonds. Save as otherwise indicated, this summary only addresses the position of investors who do not have any connection with The Netherlands other than the holding of the Covered Bonds. Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of the Covered Bonds under the laws of their country of citizenship, residence, domicile or incorporation.*

*For the purpose of the paragraph "Taxes on Income and Capital Gains" below it is assumed that a holder of Covered Bonds, being an individual or an entity, neither has a substantial interest (aanmerkelijk belang) nor a deemed substantial interest in the Issuer and that no connected person (verbonden persoon) to the holder has or will have a substantial interest (aanmerkelijk belang) in the Issuer.*

*Generally speaking, an individual has a substantial interest in a Dutch resident company if (a) such individual, either alone or together with the individual's partner, directly or indirectly has or is deemed to have, or (b) certain relatives of such individual or the individual's partner directly or indirectly have or are deemed to have, (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of such company. Generally, an individual has a deemed substantial interest in a company if such individual has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.*

*Generally speaking, a non-resident entity has a substantial interest in a Dutch resident company if such entity directly or indirectly has or is deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of such company and the substantial interest is held (a) with the main aim or one of the main aims to avoid Dutch income tax falling due in the hands of another party and (b) there is an artificial construction or series of constructions. A construction or series of constructions is deemed to be artificial if the structure was not set up for business purposes that reflect economic reality. Generally, an entity has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.*

*Where this summary refers to a holder, whether an individual or an entity, of a Covered Bond, such reference is restricted to an individual or entity holding legal title to, as well as an economic interest in, such Covered Bond or is otherwise being regarded as owning the Covered Bond for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.*

*In this Section 1.4 Taxation in The Netherlands references to "The Netherlands" or "Dutch" refer only to the European part of the Kingdom of The Netherlands.*

**Withholding Tax**

All payments of principal and interest by the Issuer under the Covered Bonds to holders of Covered Bonds can – except in certain very specific cases as described below – be made without withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

Pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*), a conditional withholding tax on interest may be levied if a recipient of a (deemed) payment of interest by or on behalf of the Issuer is cumulatively (a) an entity affiliated (*gelieerde*) to the Issuer and (b):

(i) considered to be a resident in a jurisdiction that is designated as a low-taxed jurisdiction or a non-cooperative country by regulation or by being included in a list that is published periodically by the Ministry of Finance pursuant to the ministerial regulation of 31 December 2018 on the designation of low-taxed jurisdictions and non-cooperative countries ("**designated jurisdiction**"); or

(ii) considered to have a permanent establishment located in a designated jurisdiction to which the interest is attributable; or

(iii) considered to be a resident in a jurisdiction that is not a designated jurisdiction and entitled to the (deemed) interest payments, with the main purpose or one of the main purposes to avoid taxation for another person; or

(iv) disregarded as the recipient of the (deemed) interest payments in its jurisdiction of residence, other than a designated jurisdiction, as the jurisdiction of residence treats another entity (in which it holds an interest) as the recipient of the (deemed) interest payments; or

(v) disregarded as the recipient of the (deemed) interest payments in its jurisdiction of incorporation, other than a designated jurisdiction, as the jurisdiction of incorporation does not treat the recipient as resident nor does any other jurisdiction treat such recipient as resident; or

(vi) a reverse hybrid as referred to in article 2.1 paragraph 7 of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

The designated jurisdictions as of January 1, 2025 are: American Samoa, Anguilla, Bahamas, Bahrain, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Fiji, Guam, Guernsey, Isle of Man, Jersey, Palau, Panama, Russian Federation, Samoa, Trinidad and Tobago, Turkmenistan, Turks and Caicos Islands, Vanuatu, and the U.S. Virgin Islands. This list is at least annually subject to change.

Generally, an entity is considered to be affiliated (*gelieerde*) to the Issuer if (i) such entity has a Qualifying Interest (as defined below) in the Issuer, (ii) the Issuer has a Qualifying Interest in such entity, or (iii) a third party has a Qualifying Interest in both the Issuer and such entity.

The term "**Qualifying Interest**" means a directly or indirectly held interest – either individually or jointly as part of a qualifying unit (*kwalificerende eenheid*) within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) – that enables the holder of such interest to exercise a decisive influence on the decisions that can determine the activities of the entity in which the interest is held (within the meaning of case law of the European Court of Justice on the freedom of establishment (*vrijheid van vestiging*)). Fifty per cent. or more of the voting rights in the Issuer will in any event be considered sufficient to consider affiliation present.

The rate of the conditional withholding tax on interest, in case it would fall due, is equal to the applicable headline corporate income tax rate (25.8% in 2025).

**Taxes on Income and Capital Gains**

A Covered Bondholder will not be subject to Dutch taxation on income or a capital gain derived from a Covered Bond unless:

(i) the holder is or is deemed to be resident in The Netherlands for Dutch tax purposes; or

(ii) the income or gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a (deemed) permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) taxable in The Netherlands and the holder derives profits from such enterprise (other than by way of the holding of securities); or

(iii) the holder is an individual and the income or gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Dutch

Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

**Gift or Inheritance Taxes**

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Covered Bond by way of gift by, or on the death of, a holder, unless:

(i) the holder is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions; or

(ii) the transfer is construed as an inheritance or as a gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions,

and no exemption applies. For purposes of the above, a gift made under a condition precedent is deemed to be made at the time the condition precedent is satisfied.

**Value Added Tax**

There is no Dutch value added tax payable by a Covered Bondholder in respect of payments in consideration for the issuance or acquisition of the Covered Bonds, payments of principal or interest under the Covered Bonds, or payments in consideration for the transfer or disposal of the Covered Bonds.

**Other Taxes and Duties**

There is no Dutch registration tax, stamp duty or any other similar tax or duty payable in The Netherlands by a Covered Bondholder in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of The Netherlands) of the Covered Bonds or the performance of the Issuer's obligations under the Covered Bonds.

**Residence**

A Covered Bondholder will not be and will not be deemed to be resident in The Netherlands for Dutch tax purposes and, subject to the exceptions set out above, will not otherwise become subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Covered Bond or the execution, performance, delivery and/or enforcement of the Covered Bonds.

## 1.5 SUBSCRIPTION AND SALE

*The Dealer(s) has or have, in a programme agreement dated the Programme Date (as the same may be amended and/or supplemented and/or restated from time to time, the "**Programme Agreement**"), agreed with the Issuer, the CBC and the Initial Originators a basis upon which such Dealers or any of them may from time to time agree to purchase Covered Bonds. Any such agreement will extend to those matters stated under "Form of the Covered Bonds" and "Terms and Conditions of the Covered Bonds". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any update of the Programme and the issue of Covered Bonds under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.*

**United States**

The Covered Bonds and the Guarantee have not been and will not be registered under the Securities Act or any other applicable securities law and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or pursuant to an effective registration statement under the Securities Act.

Each issuance of Covered Bonds may be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer(s) may agree, which additional selling restrictions shall be set out in the applicable Final Terms or Drawdown Prospectus.

In connection with any Covered Bonds which are offered and sold outside the United States in reliance on Regulation S, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will offer, sell or deliver Covered Bonds (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the issue date, (as determined and certified by the relevant Dealer(s) or, in the case of an issue of Covered Bonds on a syndicated basis, the relevant lead manager), of all Covered Bonds of the Tranche of which such Covered Bonds are a part, only in accordance with Rule 903 or Rule 904 of Regulation S or Rule 144A if applicable. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Covered Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Covered Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Covered Bonds in bearer form may be subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

*In addition, until 40 days after the commencement of the offering of any Series, an offer or sale of such Covered Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or another available exemption from registration under the Securities Act.*

***Prohibition of Sales to EEA Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

  (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or

  (ii) a customer within the meaning of Directive 2016/97/EU, as amended (the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1229 (as amended, the "**Prospectus Regulation**"); and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

**United Kingdom**

***Prohibition of Sales to UK Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the applicable final terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation 2017/565/EU as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020, the "**EUWA**") in the UK; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the law of the United Kingdom by virtue of the EUWA in the UK; or

(iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of the law of the United Kingdom by virtue of the EUWA; and

(b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

***Other regulatory restrictions***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which section 21(1) of the FSMA does not or, in the case of the Issuer, would not, if it was not an authorised person, apply to the Issuer or the CBC; and

(ii) it has complied and will comply with all applicable provisions of the FSMA, with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

**Republic of Italy**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that sales of the Covered Bonds in Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

The offering of the Covered Bonds has not been registered with the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that, save as set out below, no Covered Bonds may be offered, sold or delivered,

nor may copies of the Base Prospectus or of any other document relating to the Covered Bonds be distributed in the Republic of Italy, except:

(i) to qualified investors (investitori qualificati), as defined pursuant to article 2(1), letter (e) of the Prospectus Regulation, Article 100 of the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Italian Financial Services Act**") and Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and in accordance with any applicable Italian laws and/or Italian CONSOB regulations; or

(ii) in circumstances falling within article 1(4) of the Prospectus Regulation or article 3(2) of the Prospectus Regulation and in any other circumstances which are exempted from the rules on public offerings pursuant to any applicable Italian laws and regulations; and

(iii) in any other circumstances which are exempted from the rules on public offerings pursuant to article 1 of the Prospectus Regulation, Article 34-*ter*, first paragraph of Regulation No. 11971, as amended and supplemented from time to time, and the applicable Italian laws and regulations.

In any event, any offer, sale or delivery of the Covered Bonds or distribution of copies of the Base Prospectus (including the applicable Final Terms) or any other document relating to the Covered Bonds or any provision of investment services or activities in the Republic of Italy under paragraphs (i), (ii) or (iii) above must:

(i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (the "**Italian Banking Act**") in each case as amended and supplemented from time to time and any other applicable law and regulation; and

(ii) comply with any other applicable law and regulation or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to article 129 of the Italian Banking Act and the relevant implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

**Belgium**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds in Belgium to "consumers" (*consumenten/consummateurs*) within the meaning of article I.1.2° of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*) as amended.

**Ireland**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite any Covered Bonds, or do anything in Ireland in respect of any Covered Bonds, otherwise than in conformity with the provisions of:

(i) Regulation (EU) 2017/1129 and the European Union (Prospectus) Regulations 2019 (as amended);

(ii) the Companies Act 2014 (as amended);

(iii) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank;

(iv) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any Central Bank rules issued and / or in force pursuant to Section 1370 of the Companies Act 2014; and

(v) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products

(PRIIPs); and (f) the Central Bank Acts 1942 to 2015 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989.

**Japan**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (as amended, Act No. 25 of 1948: the "**FIEA**") and disclosure under the FIEA has not been made with respect to the Covered Bonds. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other purchaser will be required to represent and agree, that it has not offered or sold, directly or indirectly and will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade (Law No. 228 of 1949, as amended)), or to others for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other applicable laws, regulations and ministerial guidelines of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

**The Netherlands/Global**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

(i) as long as it does not have the benefit of a licence or exemption as investment firm of the relevant type pursuant to the Wft it shall not offer any Covered Bonds or distribute the Base Prospectus or any circulars, offer documents or information relating to the Issuer or the Covered Bonds in The Netherlands; and

(ii) Zero Coupon Covered Bonds (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the Issuer or a member firm of Euronext Amsterdam N.V. in full compliance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations, provided that no such mediation is required: (a) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Covered Bond in global form, or (b) in respect of the initial issue of Zero Coupon Covered Bonds in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of Zero Coupon Covered Bonds in definitive form between individuals not acting in the conduct of a business or profession or (d) in respect of the transfer and acceptance of such Zero Coupon Covered Bonds within, from or into The Netherlands if all Zero Coupon Covered Bonds (either in definitive form or as rights representing an interest in a Zero Coupon Covered Bond in global form) of any particular Series are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter. As used herein "**Zero Coupon Covered Bonds**" are Bearer Covered Bonds that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor but only at maturity or on which no interest is due whatsoever.

**General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it has complied and will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any country or jurisdiction in or from which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes this Securities Note and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the CBC, the Trustee nor any of the other Dealers shall have any responsibility therefor.

Other persons into whose hands this Securities Note or any Final Terms comes are required by the Issuer, the CBC and the Dealer(s) to comply with all applicable laws and regulations in each country or jurisdiction

in or from which they purchase, offer, sell or deliver Covered Bonds or possess, distribute or publish this Securities Note or any Final Terms or any related offering material, in all cases at their own expense.

The Programme Agreement provides that the Dealer(s) shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealer(s) described in this paragraph "*General*".

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Covered Bonds) or in a supplement to this Securities Note.

With regard to each Tranche, the relevant Dealer(s) will be required to comply with such other restrictions as the Issuer and the relevant Dealer(s) shall agree and as shall be set out in the applicable Final Terms.

## 1.6 ABN AMRO BANK N.V.

For a description of the Issuer please see the Registration Document (see "Section D.3 *Documents available for inspection*").

ABN AMRO Bank acts in different capacities under the Transaction Documents, including, but not limited to, as Issuer, Originator, Arranger, Dealer, Servicer, Administrator and Structured Swap Provider. ABN AMRO Bank shall have only the duties and responsibilities expressly agreed to by it in its relevant capacity in acting in such capacities in connection with such transactions and shall not, by virtue of its acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. Where ABN AMRO Bank acts in any such capacities and/or is otherwise entitled to exercise discretion in relation to its rights and obligations under the Transaction Documents, Covered Bondholders should be aware that a conflict of interest could arise between the various capacities of ABN AMRO Bank and the Covered Bondholders, and that ABN AMRO Bank has no implicit or explicit obligation or duty to act in the best interests of the Covered Bondholders when performing its various functions.

The Issuer has been advised that, as a matter of Dutch law, a party is not capable of contracting with itself. However, this does in itself not prevent such party (like ABN AMRO Bank) from acting with other parties (such as the Trustee and the CBC).

## 1.7 TRUSTEE

The trustee under the Trust Deed (the "**Trustee**") is Stichting Trustee ABN AMRO Covered Bond Company, a foundation (*stichting*) incorporated under the laws of The Netherlands on 10 June 2005. It has its registered office at Hoogoorddreef 15, 1101 BA Amsterdam, The Netherlands and is registered with the Commercial Register of the Chamber of Commerce under number 34228020.

The objects of the Trustee are (a) to act as agent and/or trustee in favour of holders of covered bonds to be issued by ABN AMRO Bank and the other Secured Creditors; (b) to acquire security rights as agent and/or trustee and/or for itself; (c) to perform (legal) acts; (d) to hold, administer and to enforce the security rights mentioned under (b); (e) to borrow money and (f) to perform any and all acts which are related, incidental or which may be conducive to the above.

The sole director of the Trustee is IQ EQ Structured Finance B.V. having its registered office at Hoogoorddreef 15, 1101 BA Amsterdam, The Netherlands. As at the 2025 Programme Update, the directors of IQ EQ Structured Finance B.V. are L.L.E. Hollman and H. Plas.

## 1.8 APPLICATION OF PROCEEDS

Unless specified otherwise in the applicable Final Terms, the net proceeds from each issue of Covered Bonds will be applied by the Issuer for its general corporate purposes. If in respect of any particular issue there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

## 1.9 DESCRIPTION OF THE DUTCH COVERED BOND LEGISLATION

The Dutch covered bonds legislation effective as of 8 July 2022 is set out in the covered bond directive implementation law (*Implementatiewet richtlijn gedekte obligaties*) dated 15 December 2021 and the covered bond directive implementation decree (*Implementatiebesluit richtlijn gedekte obligaties*) dated 24 May 2022 (the "**Decree**"), as amended from time (the "**CB Legislation**") and is based on and implements the Covered Bond Directive in The Netherlands. The CB Legislation replaces the former Dutch covered bonds legislation which was applicable as of 1 January 2015. The impact of the differences between the CB Legislation and the former Dutch covered bonds legislation is considered to be relatively limited for Dutch covered bond programmes.

The CB Legislation applies to the issuance of covered bonds which are issued by a licensed bank in The Netherlands and are secured by cover assets within the meaning of the CB Legislation. Dutch banks cannot issue covered bonds without the approval of DNB. DNB has published on its website a list including all Dutch banks which may issue covered bonds under their covered bond programme(s) and including all covered bonds with the 'European Covered Bond (Premium)' label. The issuance of a covered bond and the legal transfer of cover assets, like any other issuance of debt instruments and legal transfer of assets, are further subject to the provisions of the Dutch Civil Code and the Dutch Bankruptcy Code (*Faillissementswet*).

The CB Legislation includes various requirements relating to issuers, dual recourse, asset segregation, owners of the asset pool, pool monitoring, eligible assets and the contractual arrangements made in respect of such assets. The CB Legislation also requires sufficient cover assets to be available for holders of covered bonds and prescribe that the payment obligations under the covered bonds are not subject to automatic acceleration upon the insolvency of the relevant issuer.

*Certain aspects of the CB Legislation are further summarised below.*

*Asset segregation*

The CB Legislation requires an issuer of covered bonds to ensure that cover assets forming part of the relevant covered bond programme are segregated from the issuer whereby principal and interest proceeds deriving from such cover assets will be available in priority to holders of covered bonds and other creditors under the relevant covered bond programme (article 40e of the Decree). Under the Programme, the Issuer (in its capacity as Initial Originator) has transferred and will from time to time transfer Eligible Assets to the CBC enabling the CBC to issue the Guarantee in respect of the Covered Bonds issued by the Issuer under the Programme. The CBC will make payments to the Covered Bondholders and its other creditors in accordance with the relevant Priority of Payments as described in more detail in *Section 7 Cashflows*.

*Eligible assets*

Under the CB Legislation covered bonds may only be secured by assets that are eligible pursuant to Article 129 CRR to secure covered bonds. Other assets that on the basis of the Covered Bond Directive may be eligible to secure covered bonds, are currently not allowed under the CB Legislation.

Article 40f of the Decree requires that at least 80 per cent. of the cover pool shall include one of the cover assets set out in Article 129(1)(a)-(g) CRR as primary assets. Up to 20 per cent. of the cover pool may include one or more of the other cover assets set out in Article 129(1)(a)-(g) CRR. The value of the cover assets is calculated at nominal value, taking into account the restrictions set out in Article 129(1)-(3) CRR. The Eligibility Criteria require that the Issuer only includes loans secured by residential property as primary assets and the definition of Substitution Assets complies with the CB Legislation.

Article 40h of the Decree requires that if an issuer uses tangible assets to collateralise eligible cover assets as set out in Article 129(1)(d)-(g) CRR, it shall ensure compliance with Article 208 CRR and that these tangible assets are valued at or below market or mortgage value as set out in Article 4(1)(76) or (74) CRR and the valuation thereof has been done by a valuation agent which complies with Article 6(5)(b) and (c) of the Covered Bond Directive (whereby some further context on these requirements has been set out in the explanatory notes accompanying the CB Legislation).

*Coverage requirements*

Article 40g of the Decree requires that the nominal value of the claims for payment attached to the cover assets is at least equal to the nominal value of the liabilities under the covered bonds, which liabilities include at least the interest and principal payment obligations under outstanding covered bonds, any payment obligations attached to derivative contracts and the expected costs related to maintenance and administration for the winding-down of the covered bond programme. A lump sum calculation is allowed for the calculation of the expected costs for an amount equal to the higher of (a) 4 basis points of the aggregate nominal value of the outstanding covered bonds and (b) EUR 400,000.

In addition, the nominal value of the eligible cover assets must be at least equal to the nominal value of the outstanding covered bonds with a minimum level of overcollateralisation of 5 per cent. This means that the nominal value of the eligible cover assets must be 105 per cent. of the aggregate nominal value of the outstanding covered bonds under the relevant covered bond programme. The cover assets that contribute to the 5 per cent. overcollateralisation are subject to the restrictions set out in Article 129(1)-(3) CRR like other eligible cover assets (provided that with respect to the cover assets contributing to the 5 per cent. overcollateralisation the limitations on the size of the exposures as set out in article 129(1)(a) CRR do not apply, see article 40g paragraph 6 of the Decree).

*Liquidity buffer*

Article 40k of the Decree requires the issuer of covered bonds to ensure that the cover pool at all times include a liquidity buffer to cover the net liquidity outflow of the relevant covered bond programme. The liquidity buffer shall cover a maximum cumulative net liquidity outflow over the next 180 day-period and shall take into account all payment outflows falling due on a day, including principal and interest payments and payments under derivative contracts of the covered bond programme (if any), net of all payment inflows falling due on the same day for claims related to the cover assets.

In case the maturity of covered bonds can be extended under the covered bond programme (see below), for the calculation of the net liquidity outflow it shall be assumed that the principal amount of the covered bonds is to be repaid on the extended maturity date.

Uncollateralised claims where a default is considered to have occurred pursuant to Article 178 CRR are not included in the legislative coverage tests and cannot contribute to the liquidity buffer. As Receivables are not uncollaterised claims as longs as they are secured by a Mortgage and defaulted claims under Receivables will therefore normally expected to be collaterised, these will therefore continue to contribute to the coverage tests as included in article 40g of the Decree regardless of such default.

*Derivative contracts*

The CB Legislation allows for derivative contracts to form part of a covered bond programme to the extent it contributes to manage the risk for covered bondholders, is properly documented, cannot be terminated when the issuer becomes insolvent or, subject to resolution measures, is entered into with a financial counterparty that is subject to supervision, and is subject to collateralisation or counterparty replacement requirements upon loss of certain ratings of the counterparty (article 40j of the Decree).

*Cover pool monitor*

Article 40n of the Decree requires an issuer of covered bonds to appoint either:

(a) an external cover pool monitor which shall be separate and independent from the issuer and from that issuer's external auditor; or

(b) an internal cover pool monitor, which may include the issuer's external auditor, which is independent from the credit approval processes of the issuer, cannot be removed without the prior approval of the supervisory board of the issuer and such internal cover pool monitor has direct access to such supervisory board.

Pursuant to article 40n of the Decree, the cover pool monitor shall at least on an annual basis monitor whether the covered bond programme and/or the issuer complies with the CB Legislation. If an internal cover pool monitor is appointed, then the issuer's external auditor must at least annually check compliance with the coverage ratio and the liquidity buffer requirements as set out in the articles 40g and 40k of the Decree. Pursuant to paragraph 5 of article 40n of the Decree, the issuer of covered bonds shall report annually to DNB on the results of the audit with regard to articles 40g and 40k of the Decree.

In the explanatory notes accompanying the CB Legislation it is clarified that the option to appoint an internal cover pool monitor is also intended to allow for the continuation of the existing contractual and practical arrangements which have been set up by the Dutch covered bond issuers in this respect prior to the CB Legislation entering into force.

*Extendable maturity structures*

Pursuant to article 40m of the Decree, an issuer of covered bonds may issue covered bonds with an extendable maturity date in case such extension is included in the contractual arrangements of the covered bond programme prior to the first issue and provided such extension may not be at the discretion of the issuer of covered bonds and may only occur in one or more of the events under (a) and one or more of the events under (b):

(a) the issuer defaults in its obligations, including its payment obligations, or is subject to a bankruptcy, liquidation, a dissolution, a restructuring of its debts, any composition with its creditors or any special resolution measures; and

(b) the covered bond company which owns the cover assets does not have sufficient funds to repay the principal sum outstanding under the covered bonds on their maturity date or the covered bond company does not meet the legal or any other contractual requirements in relation to safeguarding of the coverage.

The CB Legislation provides that in case of an insolvency or resolution of the issuer, the maturity extensions must not affect the ranking of covered bondholders or their dual recourse rights or invert the sequencing of the covered bond programme's original maturity schedule.

In the explanatory notes accompanying the CB Legislation it is clarified that if the issuer of covered bonds extends the maturity of a covered bond, DNB has no supervisory role in this regard. However, DNB must be informed in a timely manner if the issuer of covered bonds intends to extend the maturity of a covered bond.

*Investor information*

Article 14(1) of the Covered Bond Directive (as implemented in article 3:33ba(1) of the Wft) requires issuers of covered bonds to provide investors at least on a quarterly basis with information that is sufficiently detailed to allow investors to assess the profile and risks of that covered bond programme and to carry out their due diligence. The Issuer shall make this information available on its website (https://www.abnamro.com/en/investor-relations/financial-disclosures).

Also, article 40p of the Decree provides for ongoing reporting obligations towards DNB.

*Implementation of member state options in The Netherlands*

The below table lists whether and how member state options included in the Covered Bond Directive have been implemented in The Netherlands by means of the CB Legislation:

| **Covered Bond Directive** | **CB Legislation** |
|---|---|
| Article 4(3) (*Different ranking of claims for specialised mortgage credit institutions*) | Not implemented |
| Article 7 (*Collateral assets outside the European Union*) | Physical cover assets must be located within the European Union or EEA |
| Article 8 (*Intragroup pooled covered bond structures*) | Not implemented |
| Article 9(3) (*Assets that are originated by an undertaking other than a bank*) | Not implemented |
| Article 13 (*Cover pool monitor*) | Cover pool monitor must be appointed |

| | |
|---|---|
| Article 15 (*Coverage requirements*) | Valuation and calculation principles based on nominal values |
| Article 15 (*Overcollateralisation requirement*) | Yes, 5% |
| Article 15(6)-(7) (*Coverage requirements calculations based on other principles than the nominal principle*) | Not implemented |
| Article 16(3) (*Further restrictions for the types of liquid assets*) | No restriction<br><br>Calculation of the principal for extendable maturity structures to be based on the extended due for payment date |
| Article 16(6) (*Exemption for match funding requirements*) | Not implemented |
| Article 17 (*Conditions for extendable maturity structures*) | Issue of covered bonds with extendable maturity date permitted subject to conditions |
| Article 20(2)-(3) (*Appointment of a special administrator*) | Not implemented, appointment of special administrator |

*Compliance with the CB Legislation and the 'European Covered Bond (premium)' label*

As of 8 September 2022 (the "**2022 Programme Update**")), the Programme complies with the CB Legislation and as of 8 July 2022 the Issuer is required to comply with the rules of the CB Legislation with respect to Covered Bonds issued after such date. As the Issuer has elected to amend the Programme to comply with the CB Legislation as a whole from the 2022 Programme Update, the CB Legislation also applies with respect to Covered Bonds issued before 8 July 2022. As a result, the Issuer is also required to comply with the rules of the CB Legislation as of the 2022 Programme Update with respect to Covered Bonds issued prior thereto and transitional measures based on Article III of the Decree and Article 30 of the Covered Bond Directive apply as of the 2022 Programme Update. Therefore, as of the 2022 Programme Update, all Covered Bonds issued prior to and after this date must comply with the CB Legislation and shall therefore have the 'European Covered Bond (Premium)' label.

In the Programme Agreement, each of the Issuer and the CBC has undertaken that it will at all times ensure that all necessary action is taken and all necessary conditions are fulfilled (including, without limitation, obtaining and, where relevant, maintaining in full force and effect all necessary permissions, consents or approvals of all relevant governmental authorities) so that it may lawfully comply with its obligations under all Covered Bonds and the Transaction Documents to which it is a party and, further, so that it may comply with any applicable laws (including, without limitation, the CB Legislation), regulations and guidance from time to time promulgated by any governmental and regulatory authorities relevant in the context of the Transaction Documents and the issue of any Covered Bonds.

With respect to Covered Bonds issued under the Programme, a holder of Covered Bonds can, subject to satisfaction of the other requirements for such benefits, enjoy the benefits of the CRR.

## 1.10 CREDIT RATINGS

The Covered Bonds are expected on issue to be assigned an 'AAA' / 'Aaa' rating by one or more Rating Agencies (currently Moody's and Fitch). Each further issue of a Series of Covered Bonds will have ratings equal to the then current rating assigned to the outstanding Series of Covered Bonds. Any relevant Rating Agency may lower its rating or withdraw its rating of the Covered Bonds if, in the sole judgement of such Rating Agency, the credit quality of the Covered Bonds has declined or is in question.

***Moody's Credit Rating Definitions***

*The following text is an extract from the Moody's report "Rating Symbols and Definitions" as published by Moody's.*

Obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

***Fitch Credit Rating Definitions***

*The following text is an extract from the Fitch special report "Rating Definitions" as published by Fitch.*

***AAA: Highest credit quality***

'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.

## 2. ASSET-BACKED GUARANTEE

### 2.1 GUARANTEE

The Trust Deed provides for the following guarantee:

"*The CBC irrevocably undertakes as its independent obligation that it shall pay the Guaranteed Amounts to the holders of the Covered Bonds when the same become Due for Payment, provided that the CBC shall have no such obligation until (i) the occurrence of an Issuer Event of Default, service by the Trustee on the Issuer of an Issuer Acceleration Notice and service by the Trustee on the CBC of a Notice to Pay or (ii) the occurrence of a CBC Event of Default and the service by the Trustee of a CBC Acceleration Notice on the Issuer and the CBC, and in addition, in respect of each Series of SB Covered Bonds, if the CBC is obliged to pay a Guaranteed Final Redemption Amount, then*:

(a) *the obligation of the CBC to pay such Guaranteed Final Redemption Amount in respect of such Series of SB Covered Bonds shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the Extension Date or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any monies are available to the CBC after the CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher and pari passu ranking amounts, (2) all Guaranteed Final Redemption Amounts pertaining to any Series of HB Covered Bonds with a Final Maturity Date falling in or prior to the CBC Payment Period in which the Extended Due for Payment Date for such Series of SB Covered Bonds falls and (3) all Guaranteed Final Redemption Amounts pertaining to any Series of SB Covered Bonds with an Extended Due for Payment Date falling prior to the CBC Payment Period in which the Extended Due for Payment Date for such Series of SB Covered Bonds falls, in which case the CBC shall (i) give notice thereof to the relevant holders of the SB Covered Bonds (in accordance with Condition 13 (Notices; Provision of Information)), the Rating Agencies, the Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least two Business Days prior to the Extension Date and/or such Interest Payment Date, respectively, and (ii) apply such remaining available monies in payment, in whole or in part, of such Guaranteed Final Redemption Amount, if applicable pro rata with any Guaranteed Final Redemption Amount pertaining to a Series of SB Covered Bonds with an Extended Due for Payment Date falling in the same CBC Payment Period in which the Extended Due for Payment Date for the relevant Series of SB Covered Bonds falls (and to such extent such Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on the Extension Date and/or such Interest Payment Date, respectively; and*

(b) *the CBC shall under the Guarantee owe interest over the unpaid portion of such Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (Interest), provided that for this purpose all references in Condition 4 (Interest) to the Final Maturity Date of such Series of SB Covered Bonds are deemed to be references to the Extended Due for Payment Date, mutatis mutandis,*

*all without prejudice to the CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.*

*If the CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount payable in respect of any Series of HB Covered Bonds on the Final Maturity Date of such Series, such Guaranteed Final Redemption Amount shall be payable on such Final Maturity Date (and therefore no deferral to any Extended Due for Payment Date shall apply to any Series of HB Covered Bonds).*

*As long as the Guaranteed Amounts have not been fully discharged, the CBC shall not exercise vis-à-vis the Issuer any right of set-off, defence or counterclaim or exercise any rights acquired by subrogation.*"

If a Covered Bond forms part of a Series of SB Covered Bonds, an Extended Due for Payment Date shall be specified in the applicable Final Terms.

All payments of Guaranteed Amounts by or on behalf of the CBC will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature, unless the withholding or deduction of such taxes, assessments or other

governmental charges are required by law or regulation or administrative practice of any jurisdiction. If any such withholding or deduction is required, the CBC will pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted. The CBC will not be obliged to pay any amount to the Trustee or any Covered Bondholder in respect of the amount of such withholding or deduction.

Failure by the CBC to pay Guaranteed Final Redemption Amounts or the balance thereof (in respect of Series of SB Covered Bonds only), as the case may be, on the Final Maturity Date (in respect of Series of HB Covered Bonds only) or Extended Due for Payment Date (in respect of Series of SB Covered Bonds only) and/or pay Guaranteed Amounts constituting Scheduled Interest on any Scheduled Payment Date, the Final Maturity Date (in respect of Series of HB Covered Bonds only) or the Extended Due for Payment Date (in respect of Series of SB Covered Bonds only) will (subject to any applicable grace period) be a CBC Event of Default.

For the purposes hereof:

"**Due for Payment**" means, with respect to a Guaranteed Amount, (i) prior to the service of a CBC Acceleration Notice, the Scheduled Payment Date in respect of such Guaranteed Amount or, if later, the day which is two Business Days after service of an Issuer Acceleration Notice and a Notice to Pay or (ii) after the service of a CBC Acceleration Notice, the date on which the CBC Acceleration Notice is served (or, in either case, if such day is not a Business Day, the first following Business Day).

For the avoidance of doubt, "**Due for Payment**" does not refer to any earlier date upon which payment of any Guaranteed Amount may become due under the guaranteed obligations, by reason of prepayment, acceleration of maturity, mandatory or optional redemption or otherwise;

"**Guaranteed Amounts**" means, in respect of a Series:

(i) with respect to any Scheduled Payment Date falling prior to the service of a CBC Acceleration Notice, the sum of the Scheduled Interest and Scheduled Principal payable on such Scheduled Payment Date; or

(ii) with respect to any date after the service of a CBC Acceleration Notice, an amount equal to the aggregate of (i) the relevant Early Redemption Amount specified in the Conditions as being payable on that date and (ii) all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds and all amounts payable by the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest paid after the Final Maturity Date shall be paid on such dates and at such rates as specified in the applicable Final Terms;

"**Rating Agency**" means any rating agency (or its successor) who, at the request of the Issuer, assigns, and for as long it assigns, one or more ratings to the Covered Bonds under the Programme from time to time, which may include Moody's and/or Fitch;

"**Scheduled Interest**" means, in respect of a Series, any amount of scheduled interest payable (i) under the Covered Bonds as specified in Condition 4 (*Interest*) (but excluding (a) any additional amounts relating to premiums, default interest or interest upon interest payable by the Issuer following an Issuer Event of Default but including such amounts following a CBC Acceleration Notice in circumstances where Covered Bonds had not become due and payable prior to their Final Maturity Date or Extended Due for Payment Date (as the case may be) and (b) any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 7 (*Taxation*)), for this purpose disregarding any Excess Proceeds recovered by the Trustee on account of scheduled interest and on-paid to the CBC in accordance with the Trust Deed, or (ii) under the Guarantee as specified in Condition 3(b) (*The Guarantee*);

"**Scheduled Payment Dates**" means, in respect of a Series, each Interest Payment Date and the Final Maturity Date as specified in (i) in the case of Scheduled Interest, Condition 4 (*Interest*) or Condition 3(b) (*The Guarantee*), as the case may be, or (ii) in the case of Scheduled Principal, Condition 6(a) (*Redemption at maturity*); and

"**Scheduled Principal**" means, in respect of a Series, any amount of scheduled principal payable under the Covered Bonds as specified in Condition 6(a) (*Redemption at maturity*) (but excluding (a) any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or

default interest payable by the Issuer following an Issuer Event of Default but including such amounts (if any) together with the Early Redemption Amount and any interest accrued on the Guaranteed Amounts in accordance with Clause 3.1 of the Trust Deed following a CBC Event of Default) and (b) any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 7 (*Taxation*)), for this purpose disregarding any Excess Proceeds recovered by the Trustee on account of scheduled principal and on-paid to the CBC in accordance with the Trust Deed.

## 2.2 SECURITY

In the Trust Deed, the CBC undertakes to pay to the Trustee amounts equal to and in the currency of the amounts it owes (i) to the Covered Bondholders under or pursuant to the Guarantee, the Trust Deed and the other Transaction Documents and (ii) the other Secured Creditors under or pursuant to the Transaction Documents, (the "**Principal Obligations**") (such payment undertaking and the obligations and liabilities which are the result thereof the "**Parallel Debt**"). The (corresponding part of the) Parallel Debt will become due and payable (*opeisbaar*) as and when one or more of the Principal Obligations become due and payable. The Principal Obligations do not include the CBC's obligations pursuant to the Parallel Debt. In this respect the CBC and the Trustee acknowledge that (i) the Parallel Debt constitutes undertakings, obligations and liabilities of the CBC to the Trustee which are separate and independent from and without prejudice to the Principal Obligations of the CBC to any Secured Creditor and (ii) the Parallel Debt represents the Trustee's own separate and independent claim (*vordering op naam*) to receive payment of the Parallel Debt from the CBC, it being understood that the total amount which may become due under the Parallel Debt will never exceed the total amount which may become due by the CBC under the Principal Obligations. The total amount due and payable by the CBC under the Parallel Debt shall be decreased to the extent that the CBC shall have paid any amounts to the Covered Bondholders or any other Secured Creditor to reduce the Principal Obligations and the total amount due and payable by the CBC under the Principal Obligations shall be decreased to the extent that the CBC shall have paid any amounts to the Trustee under the Parallel Debt. Pursuant to the Common Terms (set out in Schedule 2 to the Incorporated Terms Memorandum), the Secured Creditors accept that the Security created by the Security Documents is granted by the CBC to the Trustee to secure its obligations pursuant to the Parallel Debt.

The Parallel Debt of the CBC owed to the Trustee will be secured by the following security rights granted by the CBC to the Trustee:

(a) pursuant to a master pledge of receivables (the "**Master Receivables Pledge Agreement**"), a first ranking non-disclosed right of pledge (*stil pandrecht*) over the Transferred Receivables. The right of pledge created pursuant to the Master Receivables Pledge Agreement will not be notified to the Borrowers except under the conditions of the Master Receivables Pledge Agreement;

(b) if Substitution Assets are transferred to the CBC, pursuant to a deed of pledge of substitution assets (the "**Substitution Assets Pledge**"), a first ranking disclosed right of pledge (*openbaar pandrecht*) over such Substitution Assets;

(c) pursuant to a deed of pledge of accounts (the "**Accounts Pledge**"), a first ranking disclosed right of pledge (*openbaar pandrecht*) over all current and future monetary claims of the CBC *vis-à-vis* the Account Bank in respect of the CBC Accounts. The right of pledge created pursuant to the Accounts Pledge will be notified to the Account Bank. The Trustee has authorised the CBC to collect the pledged rights, which authorisation can be revoked in the circumstances set out in the deed of pledge; and

(d) pursuant to a deed of pledge of CBC rights (the "**CBC Rights Pledge**"), a first ranking disclosed right of pledge (*openbaar pandrecht*) over the CBC's present and future rights (*vorderingen*) *vis-à-vis* any debtors of the CBC under any Transaction Document to which the CBC is a party, other than the Management Agreement (CBC). The right of pledge created pursuant to the CBC Rights Pledge will be notified to the relevant debtors. The Trustee has authorised the CBC to collect the pledged rights, which authorisation can be revoked in the circumstances set out in the deed of pledge.

A Dutch pledge can serve as security for monetary claims (*geldvorderingen*) only and can only be enforced upon default (*verzuim*) of the obligations secured thereby. Foreclosure on pledged property is to be carried out in accordance with the applicable provisions and limitations of the Dutch Civil Code (*Burgerlijk Wetboek*) and the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).

If an Enforcement Event occurs, the Trustee will be entitled to enforce the Security (including selling the Transferred Assets) and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction.

For the purposes hereof:

"**Enforcement Event**" means any default (*verzuim*) in the proper performance of the Secured Obligations or any part thereof provided that a CBC Acceleration Notice has been served;

"**Secured Creditors**" means the Trustee (in its own capacity and on behalf of the Covered Bondholders), the Originators, the Servicers, the Account Bank, the Administrator, the Swap Providers, the Asset Monitor, the Managing Director, the Agents, the Covered Bond Takeout Facility Provider, any Participant and all other creditors designated by the Trustee as Secured Creditor from time to time in accordance with the Trust Deed;

"**Secured Property**" means all the CBC's assets, rights and receivables including the CBC's rights in respect of the Transferred Assets, its rights in relation to the CBC Accounts and its rights under the Transaction Documents over which security is created pursuant to the Security Documents;

"**Security**" means the security for the obligations of the CBC in favour of the Trustee for the benefit of the Secured Creditors which is created pursuant to, and on the terms set out in, the Trust Deed and the Security Documents; and

"**Security Documents**" means the Master Receivables Pledge Agreement, the Substitution Assets Pledge, the Accounts Pledge and the CBC Rights Pledge.

## 2.3 CBC

**Introduction**

The issuer of the Guarantee is ABN AMRO Covered Bond Company B.V. (the "**CBC**"), incorporated on 4 July 2005 as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and operating under the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands and its registered office at Basisweg 10, 1043 AP Amsterdam, The Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 34229351. The telephone number of the CBC is +31 20 577 1177 and the fax number of the CBC is +31 20 577 1188. The legal entity identifier (LEI) of the CBC is 72450022YQ4ENKCL0493.

**Principal Activities**

The CBC's articles of association have a restrictive objects clause allowing the CBC the following activities: (i) acquiring, owning and disposing of assets, (ii) raise funds through, *inter alia*, borrowing under loan agreements, entering into financial derivatives or otherwise, (iii) issuing guarantees and granting security for the obligations and debts of the CBC and of third parties, including ABN AMRO Bank, (iv) entering into derivative contracts and (v) enter into agreements, including, but not limited to, bank, securities and cash administration agreements, asset management agreements and other agreements, all for the purpose of covered bonds programmes, established by ABN AMRO Bank.

The CBC is a special purpose entity. It has been set up as a bankruptcy remote entity, principally in two ways. First, non-petition wording has been included in the relevant Transaction Documents. Notwithstanding such wording, it is possible that a Dutch court would deal with a petition for bankruptcy (*faillissement*) initiated by third party creditors (e.g. tax authorities) or Transaction Parties even if such petition was presented in breach of a non-petition covenant applying to the relevant Transaction Party. Secondly, recourse by the Transaction Parties to the CBC has been limited to the Transferred Assets and any other assets the CBC may have (excluding for the avoidance of doubt amounts standing to the credit of the Capital Account).

The CBC has not engaged since its incorporation, and will not engage whilst the Covered Bonds remain outstanding, in any material activities other than activities which are incidental or ancillary to the foregoing. The CBC has no subsidiaries.

The ability of the CBC to engage in any activities other than relating to the Programme and the transactions contemplated pursuant thereto is restricted in the Trust Deed and the other relevant Transaction Documents.

The CBC has no employees.

**Shareholders**

The entire issued share capital is owned by Stichting Holding ABN AMRO Covered Bond Company (the "**Holding**"), a foundation (*stichting*) established under the laws of The Netherlands. The Holding was established on 10 June 2005 and has its registered office at Basisweg 10, 1043 AP Amsterdam, The Netherlands. The sole director of the Holding is CSC Management (Netherlands) B.V. having its registered office at Basisweg 10, 1043 AP Amsterdam, The Netherlands.

**Directors of the CBC**

The CBC has entered into a management agreement with CSC Management (Netherlands) B.V. (the "**Managing Director**") on the Programme Date (the "**Management Agreement (CBC)**"), pursuant to which the Managing Director has agreed to provide corporate services to the CBC, with due observance of the requirements of the Act on the Supervision of Trust Offices (*Wet toezicht trustkantoren*). The following table sets out the managing director (*bestuurder*) of the CBC and its business address and occupation.

| Name | Business Address | Business Occupation |
|---|---|---|
| CSC Management (Netherlands) B.V. (formerly known as | Basisweg 10, 1043 AP Amsterdam, The Netherlands | Corporate Services Provider |

| Name | Business Address | Business Occupation |
|---|---|---|
| Intertrust Management B.V.) | | There is no potential conflict of interests between any duties to the CBC of the Managing Director and its private interests or other duties. |

**No significant or material adverse change**

There has been no significant change in the financial performance and financial position of the CBC and no material adverse change in the prospects of the CBC since 31 December 2024.

**Capitalisation and Indebtedness**

The audited capitalisation of the CBC as at 31 December 2024, after effectuating dividend appropriation, is as follows:

| | At 31 December 2024 |
|---|---|
| | *(in €)* |
| **Shareholders' equity** | |
| Share capital | 20,000 |
| **Total capitalisation** | **20,000** |

**Indebtedness**

The CBC has no indebtedness and/or guarantees as at the 2025 Programme Update, other than those which the CBC has incurred or shall incur in relation to the transactions contemplated pursuant to this Programme.

In the Trust Deed the CBC has covenanted that it will not:

(i) save with the prior written consent of the Trustee, or as envisaged by the Transaction Documents:

(a) create or permit to subsist any security interest over the whole or any part of its assets or undertakings, present or future;

(b) dispose of, deal with or grant any option or present or future right to acquire any of its assets or undertakings or any interest therein or thereto;

(c) have an interest in a bank account other than as set out in the Transaction Documents;

(d) incur any indebtedness or give any guarantee or indemnity in respect of any such indebtedness;

(e) consolidate or merge with or transfer any of its property or assets to another person;

(f) issue any further shares (*aandelen*) in its capital;

(g) have any employees (for the avoidance of doubt, the Managing Director will not be regarded as employee), premises or subsidiaries;

(h) acquire assets other than pursuant to the Guarantee Support Agreement;

(i) engage in any activities or derive income from any activities within the United States or hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States;

(j) enter into any contracts, agreements or other undertakings;

(k) compromise, compound or release any debt due to it; or

(l) commence, defend, settle or compromise any litigation or other claims relating to it or any of its assets; and

(ii) incur any obligation or liability in respect of, or acquire any asset for the purpose of, or otherwise facilitate, any category of covered bonds issued by the Issuer or any other person, other than in relation to the Programme, the Covered Bonds from time to time issued thereunder and any other transactions contemplated pursuant to the Programme.

**Dividend payments**

The CBC has since its incorporation not made any dividend payments, other than an annual dividend payment of EUR 12,000 until 2019, EUR 12,150 over 2019, EUR 12,525 over 2020, EUR 12,750 over 2021, EUR 12,150 over 2022, EUR 12,150 over 2023 and EUR 12,150 over 2024.

## 3. GUARANTEE SUPPORT

### 3.1 TRANSFERS

As consideration for the CBC assuming the Guarantee, and so as to enable the CBC to meet its obligations under the Guarantee, the Originators have agreed in the guarantee support agreement dated the Programme Date between the Issuer, the Initial Originators, the CBC and the Trustee ("**Guarantee Support Agreement**") to transfer Eligible Assets to the CBC. The transfers are effectuated as follows:

(a) in the case of Eligible Receivables, by way of undisclosed assignment (*stille cessie*). This takes place through due execution by the relevant Originator and the CBC of a deed of assignment in the form attached to the Guarantee Support Agreement and offering the same for registration to the Dutch tax authorities (*Belastingdienst*). Notification (*mededeling*) of the assignment to the Borrowers will only take place if a Notification Event occurs. Following receipt of notification by the Borrowers, in principle, only payment to the CBC will be capable of discharging a Borrower's obligations under the relevant Transferred Receivable;

(b) in the case of Eligible Collateral, subject to paragraph (c) below, by way of book-entry transfer (*girale overboeking*) to a bank or securities account, as the case may be, designated for such purpose by the CBC; and/or

(c) in the case of Eligible Collateral comprising Substitution Assets which do not satisfy the requirement set out in paragraph (iv) of such definition (other than cash):

  (i) if and to the extent possible and desirable in the opinion of the CBC and the Trustee and only upon Rating Agency Confirmation, in the manner as described above under (b); and

  (ii) if and to the extent not so possible or desirable, in such manner as may be required by the CBC and the Trustee, and provided that:

    (A) Rating Agency Confirmation has been obtained; and

    (B) the Trustee is satisfied that pursuant to such transfer the CBC will receive assets of equivalent credit and security status and ranking as the other Eligible Collateral (supported by a legal opinion of internationally recognised counsel in form and substance satisfactory to the Trustee).

If, in the opinion of the Issuer, amendments are necessary to the Transaction Documents or if additional transaction documents are required in relation to such transfer of Eligible Collateral comprising Substitution Assets which do not satisfy the requirement set out in paragraph (iv) of such definition (other than cash) and Rating Agency Confirmation is obtained therefor, the Trustee may consent thereto without consultation of the Covered Bondholders.

On the First Transfer Date, the relevant Initial Originators have transferred to the CBC the respective Eligible Receivables comprising the Initial Portfolio. Thereafter, each Originator:

(i) may at any time offer to transfer further Eligible Assets to the CBC; and

(ii) jointly and severally with all other Originators undertakes to upon request of the CBC offer to transfer further Eligible Assets to the CBC. The CBC will only make such a request if it (or the Administrator on its behalf) determines that the Asset Cover Test, the Pre-Maturity Test in respect of any Series of HB Covered Bonds, or the Mandatory Asset Quantity Test, has not been met under the Asset Monitor Agreement.

The CBC shall accept each such offer if the relevant conditions precedent set out in the Guarantee Support Agreement have been met, including in the case of transfer of Receivables receipt of a confirmation that the Receivables Warranties are true and correct in all material respects and not misleading in any material respect as at the relevant Transfer Date.

In the Guarantee Support Agreement the CBC has agreed with the Issuer that if the Issuer and the CBC (or the Administrator on its behalf) at any time conclude (acting reasonably) that the value of (i) any Eligible Collateral (offered to be) transferred by an Originator in accordance with the terms of the Guarantee Support

Agreement and/or (ii) any Authorised Investments from time to time held by the CBC, is necessary to be included in any calculation for the purpose of compliance with article 40g and/or 40k of the Decree, the CBC (or the Administrator on its behalf) and the Issuer shall procure that any such Transferred Collateral and/or Authorised Investments (or any substitute Authorised Investments) necessary for such purpose shall satisfy the requirements for eligible assets that may collateralise covered bonds in accordance with article 40g of the Decree or, as the case may be, the eligibility criteria for liquid assets in accordance with article 40k of the Decree.

In addition, in the Guarantee Support Agreement each Originator covenants that if (i) it makes any Further Advance under any Loan Agreement relating to a Transferred Receivable, (ii) such Further Advance is secured by the same Related Security and (iii) such Further Advance results in an Eligible Receivable, then it will transfer such further Eligible Receivable to the CBC as soon as reasonably practicable and, if possible, prior to the following Calculation Date.

In the Guarantee Support Agreement, the following intercreditor arrangement is agreed between each of the Originators, the CBC and the Trustee:

(i) if and to the extent that any Related Security secures both a Transferred Receivable and any receivable which is owned by an Originator (and which has not been transferred to the CBC) (a "**Residual Claim**"), the relevant Originator and the CBC agreed that the CBC shall have, and each Originator granted the CBC, exclusive authority to perform all acts of management (*beheer*) and/or of disposal (*beschikking*) pertaining to such Related Security and in any event, without prejudice to the generality of the foregoing, to:

(a) foreclose (*uitwinnen*) on such Related Security without any involvement of the relevant Originator; and

(b) apply the foreclosure proceeds in payment of the Transferred Receivable such that only the remaining proceeds (if any) will be available for application in payment of the Residual Claim,

provided that (i) for as long as no Notification Event has occurred and no Notice to Pay or CBC Acceleration Notice has been served, the CBC agreed to delegate such authority to the relevant Originator and (ii) such authority shall not be vested in the CBC but in the relevant Originator if the relevant Originator can prove that such Related Security was specifically created to secure the Residual Claim and was not intended to secure the Transferred Receivable;

(ii) if paragraph (i) above is not effective to procure compliance therewith by the relevant Originator (or its liquidator in any Insolvency Proceedings), such Originator owes the CBC an amount equal to its share in the foreclosure proceeds of each relevant Related Security, which amount shall be immediately due and payable in case the relevant Borrower defaults (*in verzuim is*) in respect of the relevant Transferred Receivable or the Residual Claim(s) such Borrower owes to the relevant Originator, provided that the CBC's recourse to any Originator in relation to any Related Security is limited to such Originator's share in the foreclosure proceeds of such Related Security;

(iii) upon the occurrence of a relevant RC Pledge Trigger Event, unless an appropriate remedy to the satisfaction of the Trustee is found after having received Rating Agency Confirmation, then each of the Originators agreed to forthwith grant to the CBC a right of pledge on its Residual Claims as security for the payment of the relevant amount it owes to the CBC pursuant to paragraph (ii) above. If, after the pledge of the Residual Claims, a relevant RC Pledge Release Trigger Event occurs, the CBC and the Trustee will be obliged to release the rights of pledge vested on the Residual Claims. In addition, each of the CBC and the Trustee undertakes to release such right of pledge on any Residual Claims of a Borrower if (i) the principal amount outstanding in respect of the relevant Transferred Receivable secured by the same Related Security has been repaid in full together with all accrued interest and other secured amounts due under or in connection with the related Loan or (ii) all Transferred Receivables that are secured by the same Related Security as such Residual Claims have been retransferred to the relevant Originator in accordance with the terms of the Guarantee Support Agreement;

(iv) if the pledge pursuant to paragraph (iii) above is implemented, any foreclosure proceeds are applied in discharge of amounts due pursuant to paragraph (ii) above and the Related Security is no longer

in place or no longer expected to generate any proceeds, the CBC will retransfer to the relevant Originator a part of (the unsatisfied part of) the relevant Transferred Receivable for a principal amount corresponding to the principal amount of the pledged Residual Claims so applied;

(v) if the CBC transfers a Transferred Receivable in accordance with the Guarantee Support Agreement and the Asset Monitor Agreement to any transferee other than the relevant Originator or insurer, it is entitled to transfer its corresponding rights and obligations pursuant to Clause 9.4 (*Intercreditor Arrangements*) of the Guarantee Support Agreement to such transferee and each Originator in advance irrevocably granted its co-operation to any such transfer (within the meaning of article 6:159 of the Dutch Civil Code); and

(vi) if an Originator transfers a Residual Claim to any transferee, it is entitled, and obliged, to transfer its corresponding rights and obligations pursuant to Clause 9.4 (*Intercreditor Arrangements*) of the Guarantee Support Agreement to such transferee and the CBC in advance irrevocably agreed to co-operate with any such transfer (within the meaning of article 6:159 of the Dutch Civil Code). Each Originator warrants and represents that it has not (nor has any originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) transferred any Residual Claim to any party (other than (a) an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable and (b) in the case of a Merged Originator or Demerged Originator (as the case may be), the relevant Originator) prior to the relevant Transfer Date.

Neither the CBC, the Trustee nor the Issuer has made or has caused to be made on its behalf any enquiries, searches or investigations in respect of the Transferred Assets. Instead, each is relying entirely on the Representations and Warranties by the relevant Originator contained in the Guarantee Support Agreement. The parties to the Guarantee Support Agreement may, subject to the prior written consent of the Trustee and Rating Agency Confirmation, amend the Representations and Warranties. The Receivables Warranties are as follows and are given on the relevant Transfer Date by the relevant Originator in respect of the Receivables to be transferred by it to the CBC:

(i) each Receivable is an Eligible Receivable;

(ii) the particulars of the Eligible Receivables set out in Annex 1 to the relevant deed of assignment are true, complete and accurate in all material respects and the Gross Outstanding Principal Balance in respect of each Receivable in the Initial Portfolio or in a New Portfolio as at the relevant Transfer Date and the aggregate Gross Outstanding Principal Balance of the Receivables in the Initial Portfolio or in a New Portfolio is correctly stated in Annex 1 to the relevant deed of assignment;

(iii) no Originator has created, agreed to create or permitted to subsist any limited right (*beperkt recht*) on, or right of set-off pertaining to, any of its Collection Accounts or rights or receivables pertaining thereto, other than as validly waived (*afstand van gedaan*) on or prior to the date on which it first transfers any Eligible Receivables under or pursuant to the Guarantee Support Agreement; and

(iv) prior to (but not earlier than a Reasonable Prudent Lender would deem acceptable) making the Initial Advance under each Loan Agreement, the relevant Originator complied with its obligations under the Dutch Prevention of Money Laundering and the Financing of Terrorism Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*) together with any other ancillary regulatory requirements, including but not limited to any requirements of the AFM, in connection with the origination of each Receivable.

The Programme Agreement provides a mechanism for (i) at the option of the Issuer members of the Group wishing to transfer Eligible Assets to the CBC, to accede to the relevant Transaction Documents as a New Originator subject always to Rating Agency Confirmation and (ii) Originators that have not originated any of the CBC's Transferred Assets at such time, to withdraw from the relevant Transaction Documents as an Originator, provided that no Notification Event has occurred and no Issuer Acceleration Notice, Notice to Pay or CBC Acceleration Notice has been served.

In the Trust Deed, the Trustee agrees to, upon receipt of each Monthly Investor Report, verify whether such Monthly Investor Report states that a Notification Event has occurred.

For the purpose hereof:

"**First Transfer Date**" means the date on which the Initial Portfolio is transferred to the CBC pursuant to the Guarantee Support Agreement;

"**Further Advance**" means, in relation to a Transferred Receivable, any advance of further money under the relevant Loan Agreement, which includes a new mortgage loan, to the relevant Borrower following the making of the Initial Advance and secured by the same Mortgage;

"**Gross Outstanding Principal Balance**" in relation to a Receivable at any date, means the aggregate principal balance of such Receivable at such date (but avoiding double counting) including the following:

(i) the Initial Advance; and

(ii) any increase in the principal amount due under that Receivable due to any Further Advance,

in each case relating to such Receivable less any prepayment, repayment or payment of the foregoing made on or prior to such date;

"**Initial Advance**" means, in respect of any Loan Agreement, the original principal amount advanced by the relevant Originator to the relevant Borrower;

"**Initial Portfolio**" means the Eligible Receivables particulars of which are set out in the deeds of assignment dated the Programme Date;

"**Mandatory Asset Quantity Test**" means the requirement of the Issuer under the CB Legislation to ensure that (i) the nominal value of the claims for payment attached to the eligible cover assets (including Transferred Receivables) is at least equal to the nominal value of the obligations under the Covered Bonds, which include repayment of principal, payment of interest, payment obligations under derivative contracts and expected costs related to maintenance and administration for the winding-down of the Programme, in accordance with and as required by article 40g(1) of the Decree, and (ii) the nominal value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation (including by reference to Article 129 CRR)) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds subject to a statutory minimum level of overcollateralisation, which, as at the 2025 Programme Update, is 5 per cent., in accordance with and as required by article 40g(2) of the Decree, in each case as calculated and determined in accordance with the Decree;

"**Mandatory Liquidity Test**" means the requirement for the Issuer under the CB Legislation to ensure that at all times sufficient liquidity is maintained or generated by the CBC to cover the maximum cumulative net liquidity outflow (including all payment outflows falling due on one day, including principal and interest payments and payments under derivative contracts forming part of the Programme, net of all payment inflows falling due on the same day for claims related to the cover assets) for the following 180 day-period, in each case as calculated and determined in accordance with the Decree;

"**Net Outstanding Principal Balance**" means in relation to a Transferred Receivable, at any date, the Gross Outstanding Principal Balance of such Receivable less, if it is a Participation Receivable, an amount equal to the Participation on such date;

"**New Portfolio**" means in each case the portfolio of New Receivables (other than any New Receivables which have been redeemed in full prior to the Transfer Date or which do not otherwise comply with the Eligibility Criteria as at the Transfer Date), particulars of which are set out in the relevant Deed of Assignment or in a document stored upon electronic media (including, but not limited to, a CD ROM);

"**Notification Event**" means the earliest to occur of the following:

(i) a default is made by an Originator in the payment on the due date of any amount due and payable by it under any Transaction Document to which it is a party and such failure is not remedied within ten (10) Business Days after notice thereof has been given by the Issuer or the Trustee to the relevant Originator;

(ii) an Originator fails duly to perform or comply with any of its obligations under any Transaction Document to which it is a party or any other party (except the Issuer or the Trustee) does not

comply with any of the obligations under any Transaction Document to which it is a party and if such failure is capable of being remedied, such failure, is not remedied within ten (10) Business Days after notice thereof has been given by the Issuer or the Trustee to the relevant Originator or such other party;

(iii) an Originator takes any corporate action, or other steps are taken or legal proceedings are started or threatened against it, for (i) its dissolution (*ontbinding*), (ii) its liquidation (*vereffening*), (iii) its bankruptcy, (iv) any analogous insolvency proceedings under any applicable law or (v) the appointment of a liquidator (*curator*) or a similar officer of it or of any or all of its assets;

(iv) an Originator's assets are placed under administration (*onder bewind gesteld*);

(v) a Notice to Pay is served on the Issuer and the CBC;

(vi) a CBC Event of Default occurs;

(vii) any rating of the Issuer's unsecured, unsubordinated and unguaranteed debt obligations falls below the minimum ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time, being as at the 2025 Programme Update, 'Baa1(cr)' (long-term) by Moody's and 'BBB+' (long-term) by Fitch, or any such rating is withdrawn; or

(viii) any Originator (other than ABN AMRO Bank) ceases to be a direct or indirect subsidiary of the Issuer within the meaning of article 2:24a of the Dutch Civil Code (other than pursuant to a Merger whereby such Originator is the Merged Originator) before it withdraws as an Originator from the Transaction Documents in accordance with the Programme Agreement;

"**Receivables Warranties**" means the representations and warranties given by each of the Originators in respect of the Receivables as set out in Part 3 of Schedule 1 (*Representations and Warranties*) to the Guarantee Support Agreement;

"**Representations and Warranties**" means the representations and warranties given by each of the Originators as set out in Schedule 1 (*Representations and Warranties*) to the Guarantee Support Agreement;

"**Transfer Date**" means the First Transfer Date or the date of transfer of any further Eligible Assets to the CBC in accordance with the Guarantee Support Agreement;

"**Transferred Assets**" means the Transferred Receivables and the Transferred Collateral;

"**Transferred Collateral**" means any Eligible Collateral transferred or purported to be transferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not retransferred, sold or otherwise disposed of by the CBC; and

"**Transferred Receivables**" means any Eligible Receivables transferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not (i) redeemed, (ii) retransferred, (iii) sold or refinanced pursuant to the Asset Monitor Agreement or (iv) otherwise disposed of by the CBC.

### 3.2 RETRANSFERS

Pursuant to the Guarantee Support Agreement:

(a) Prior to the service of a Notice to Pay and provided that the Asset Cover Test shall not be breached upon such retransfer, the CBC will retransfer a Receivable or Defaulted Receivable to the relevant Originator if a material breach of the Receivables Warranties occurs as of the relevant Transfer Date in respect of such Receivable or if the Servicer identifies a Defaulted Receivable and sends a Defaulted Receivables Notice to the relevant Originator, subject to applicable grace periods.

(b) Prior to the occurrence of a Notification Event and service of a Notice to Pay or CBC Acceleration Notice:

  (a) the Issuer may from time to time request a retransfer of any Transferred Asset from the CBC to the relevant Originator. The CBC shall comply with such a request so long as it has been notified by the Administrator or other relevant person that the Asset Cover Test and the Mandatory Asset Quantity Test shall not be breached upon such retransfer and no Notification Event has occurred and no Notice to Pay or CBC Acceleration Notice has been served; and

  (b) the CBC will retransfer a Receivable to the relevant Originator if the rate of interest in respect of a Loan falls below the Minimum Mortgage Interest Rate, provided that it has been notified by the Administrator or other relevant person that the Asset Cover Test and the Mandatory Asset Quantity Test shall not be breached upon such retransfer (taking into account any transfer of Eligible Receivables effected by way of a Deed of Assignment and Pledge executed prior to the date of the relevant Deed of Re-assignment and Release) and no Notice to Pay or CBC Acceleration Notice has been served.

(c) If the CBC intends to sell Selected Receivables on terms permitted or required by the Asset Monitor Agreement, it shall first offer such Selected Receivables for sale on the same terms to the Issuer or, if the Issuer is Insolvent, to any Originator which is not insolvent, in the manner set out in the Guarantee Support Agreement.

(d) For as long as no Notification Event has occurred, the Issuer (on behalf of the relevant Originator) may request a purchase and retransfer from the CBC of MTA Receivables designated by the relevant Originator for the purpose of on-transfer of such MTA Receivables by the relevant Originator to a relevant insurer pursuant to a Master Transfer Agreement. The CBC shall comply with such request provided that (i) no Notification Event has occurred, (ii) the principal amount of (the relevant part of) the MTA Receivable in respect of which the request for purchase and retransfer has been made shall not exceed an amount equal to the Savings received by the relevant insurer in the month immediately preceding the date on which the purchase and retransfer of such (part of the) MTA Receivable is completed, under the relevant savings insurance policy relating to the Savings Loan from which such MTA Receivable was originated and (iii) the purchase price of such (part of the) MTA Receivable shall be at least an amount equal to the Savings received by the relevant insurer in the month immediately preceding the date on which the purchase and retransfer of such (part of the) MTA Receivable is completed, under the relevant savings insurance policy relating to the Savings Loan from which such MTA Receivable was originated.

A retransfer by the CBC as abovementioned will be effectuated in substantially the same manner as the transfers to the CBC described above, *mutatis mutandis*. If the retransfer concerns Selected Receivables which are sold to an Originator further to the relevant Originator's right of pre-emption (*voorkeursrecht*), the underlying sale and purchase will be concluded through execution of a Selected Receivables Offer Notice.

For the purpose hereof:

"**Accrued Interest**" means in relation to any Receivable and as at any date (the "**Receivable Interest Determination Date**") on or after the relevant Transfer Date, interest on such Receivable (not being interest which is currently payable on such date) which has accrued from and including the scheduled interest payment date under the associated Loan Agreement immediately prior to the Receivable Interest Determination Date up to and including the Receivable Interest Determination Date;

"**Arrears of Interest**" means in relation to any Receivable and as at the Receivable Interest Determination Date, interest which is due and payable and unpaid up to and including the Receivable Interest Determination Date;

"**Current Balance**" means in relation to an Eligible Receivable at any date, the aggregate (without double counting) of the Net Outstanding Principal Balance, 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) and Arrears of Interest as at that date;

"**Defaulted Receivable**" means any Transferred Receivable (other than a Disputed Receivable or a Written-Off Receivable) in respect of which:

(a) a declaration has been made by the Originator that such Transferred Receivable is irrecoverable;

(b) legal proceedings have been commenced for its recovery;

(c) the related Borrower is declared bankrupt (*failliet verklaard*) or has been granted a suspension of payments (*surseance van betaling*) or debt rescheduling arrangement (*schuldsaneringsregeling*) or analogous events or proceedings have occurred in relation to the relevant Borrower; or

(d) the Servicer has not been paid by the relevant Borrower (including, without limitation, payments made by third parties on behalf of the Borrower) by the end of the Calculation Period during which such Transferred Receivable becomes more than 90 days overdue for payment from its Receivable Due Date;

"**Defaulted Receivables Notice**" means the notice served by the Initial Servicer on the relevant Originator identifying Receivables in the Portfolio which are Defaulted Receivables;

"**Disputed Receivable**" means any Receivable in respect of which payment is disputed (in whole or in part, with or without justification) by the Borrower owing such Receivable;

"**Portfolio**" means the Initial Portfolio and each New Portfolio, to the extent not (i) redeemed, (ii) retransferred, (iii) sold or refinanced pursuant to the Asset Monitor Agreement or (iv) otherwise disposed of by the CBC;

"**Receivable Due Date**" in relation to any Receivable means the original date on which such Receivable is due and payable;

"**Selected Receivables**" means Transferred Receivables to be sold or refinanced by the CBC pursuant to the terms of the Asset Monitor Agreement; and

"**Written-Off Receivable**" means any Receivable which has been written off by the relevant Originator as irrecoverable for accounting purposes in accordance with that Originator's general accounting practices.

## 3.3 ELIGIBLE ASSETS

The following assets are eligible to be transferred to the CBC by the Originators pursuant to the Guarantee Support Agreement:

- Eligible Receivables; and
- Eligible Collateral (together with the Eligible Receivables, the "**Eligible Assets**").

The mortgage rights securing the Eligible Receivables are vested on a Property. For over a century different municipalities and other public bodies in The Netherlands have used long lease (*erfpacht*) as a system to issue land without giving away the ownership to it. There are three types of long lease: temporary (*tijdelijk*), ongoing (*voortdurend*) and perpetual (*eeuwigdurend*). A long lease is a right *in rem* (*zakelijk recht*) which entitles the leaseholder (*erfpachter*) to hold and use a real property (*onroerende zaak*) owned by another party, usually a municipality. The long lease can be transferred by the leaseholder without permission from the landowner being required, unless the lease conditions provide otherwise and it passes to the heirs of the leaseholder in case of his death. Usually a remuneration (*canon*) will be due by the leaseholder to the landowner for the long lease.

The loan products or loan parts to which the Eligible Receivables of the Initial Originators relate can be categorised as follows (regardless of the different names used by the different Initial Originators to refer to their respective loan products falling under the same category):

1. An interest-only loan (an "**Interest-Only Loan**") is a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. An Interest-Only Loan is not connected to a Mixed Insurance Policy and does not have an investment part.

2. An annuity loan (an "**Annuity Loan**") is characterised by equal periodical payments by the Borrower. These payments contain both an interest and a principal component. As with each principal payment part of the Loan is redeemed, the interest component declines after each successive payment. The principal component rises in such a way that the remaining balance of the Loan at maturity will be zero. An Annuity Loan is not connected to a Mixed Insurance Policy and does not have an investment part.

3. A linear loan (a "**Linear Loan**") is a loan on which the periodical payment consists of a constant principal component plus an interest component based on the remaining Loan balance. The balance of the Loan is thus being repaid in a straight-line fashion i.e. linear, and will be zero at maturity, while the interest payment declines after each successive payment. A Linear Loan is not connected to a Mixed Insurance Policy and does not have an investment part.

4. An investment loan (an "**Investment Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Investment Loan, the Borrower pledges a securities account it maintains with an investment firm or a bank. Under the related securities account agreement, the Borrower pays (on a regular basis) a sum which is invested in a variety of investment funds offered by the investment firm or bank. Upon maturity the investment proceeds are applied towards repayment of the Investment Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. An Investment Loan has an investment part, but is not connected to a Mixed Insurance Policy.

5. A life loan or life insurance loan (a "**Life Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Life Loan, the Borrower pledges a life insurance policy to the relevant Originator, which is a combined risk and capital insurance policy.

   Under the life insurance policy the Borrower pays premium consisting of (apart from a cost element) a risk and a capital element. There are different types of life insurance policies, depending on the way in which the capital element is invested by the insurer (for example in certain designated investment funds) and the way in which the risk element of the premium is calculated. The insurance proceeds of the life insurance policy are due by the insurer at the earlier of the maturity of the life insurance policy (which is generally thirty years) and the death of the Borrower, and are

applied towards repayment of the Life Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. A Life Loan is connected to a Mixed Insurance Policy.

6. A savings loan, savings growth loan, start-sure loan or any other loan with substantially the same or comparable characteristics (a "**Savings Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Savings Loan, the Borrower pledges a savings insurance policy to the relevant Originator, which is a combined risk and capital insurance policy. Certain loan products of this category (i.e. start-sure loans) are only available if an NHG Guarantee is available. Under the savings insurance policy the Borrower pays premium consisting of (apart from a cost element) a risk and a savings element. The savings element is calculated in such a manner that, on an annuity basis, the proceeds of the savings insurance policy due by the insurer are equal to the principal amount due by the Borrower at maturity of the Savings Loan. The insurance proceeds of the savings insurance policy are due at the earlier of the maturity of the savings insurance policy (which is generally thirty years) and the death of the Borrower, and are applied towards repayment of the Savings Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. A Savings Loan is connected to a Mixed Insurance Policy, but does not have an investment part.

7. A hybrid loan, asset growth loan or life growth loan or any other loan with substantially the same or comparable characteristics (a "**Hybrid Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Hybrid Loan, the Borrower pledges an insurance policy to the relevant Originator, which is a combined risk and capital insurance policy. For certain loan products of this category (i.e. life growth loans and, depending on the ratio the income of the Borrower bears to the principal amount of the relevant Eligible Receivable, the asset growth loans) the pledge is limited to the amount by which the relevant Eligible Receivable exceeds the foreclosure value of the relevant Property. Under the insurance policy the Borrower pays premium consisting of (apart from a cost element) a risk element and an investment part and, if applicable, a savings part. The Borrower can choose how the insurer should invest investment premiums (from a list of approved investments) and can request the insurer to switch between investments, in whole or in part. For certain loan products of this category (i.e. asset growth loans) the Borrower has the option (and is in certain events obliged) to pay a lump sum amount by way of savings premium. For other products of this category (i.e. hybrid loans and life growth loans), the Borrowers are allowed to choose whether they prefer a savings and/or investment part and, subject to certain conditions, to switch between savings and investments, in whole or in part. The insurance proceeds of the insurance policy are due at the earlier of the maturity of the insurance policy (which is generally thirty years) and the death of the Borrower, and are applied towards repayment of the Hybrid Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. A Hybrid Loan is connected to a Mixed Insurance Policy and has an investment part.

8. A bank savings loan (a "**Bank Savings Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Bank Savings Loan, the Borrower pledges the rights in respect of a savings account (a "**Bank Savings Account**") to the relevant Originator, which is held in the name of the Borrower with the Bank Savings Deposit Bank and which is connected to the Bank Savings Loan. The Bank Savings Account is a blocked account and the amounts standing to the credit thereto shall in principle only be released (*gedeblokkeerd*) at maturity of the Bank Savings Loan (which varies between a minimum of fifteen years and a maximum of thirty years), the death of the Borrower or, subject to the applicable general conditions, in certain other limited circumstances and shall, subject to the applicable general conditions and applicable (tax) law, in principle only be applied to repay the related Bank Savings Loan. During the life of the Bank Savings Loan, the Borrower makes a monthly fixed payment into the Bank Savings Account whereby the interest rate payable by the Bank Savings Deposit Bank in respect of amounts standing to the credit of the Bank Savings Account is linked to the interest rate payable by the Borrower under the Bank Savings Loan. The monthly fixed payment will be made through direct debits and calculated on the basis of the interest amount, the maturity of the Bank Savings Account and the aggregate required amount to repay the Bank Savings Loan in full at maturity. The monthly fixed payment will be adjusted each time that either a prepayment is made in respect of the Bank Savings Loan, an amendment is made to the maturity date of the Bank Savings Account, the Borrower makes an additional payment into the Bank Savings Account or the interest rate payable by the Borrower under the Bank Savings Loan

is reset (i.e. at the end of each fixed-interest period), to ensure that the aggregate amount credited to the Bank Savings Account (consisting of such payments and accrued interest thereon and calculated in such manner on an annuity basis) at maturity of the Bank Savings Account is equal to the principal amount due by the Borrower at maturity of the Bank Savings Loan. If at (i) maturity of the Bank Savings Loan or (ii) foreclosure by the relevant Originator of the Bank Savings Loan as a result of a default of the Borrower in respect of due amounts, the amount standing to the credit of the related Bank Savings Account is insufficient to repay the Bank Savings Loan in full, the Borrower is obliged to make up the shortfall. A Bank Savings Loan has a savings part but not an investment part and is not connected to a Mixed Insurance Policy.

Insofar as interest on the Eligible Receivables is concerned, the Initial Originators offer different floating interest rate periods (1 or 3 months) and fixed interest rate periods (1, 2, 3, 5, 6, 7, 10, 12, 15, 17, 20, 22, 25 and 30 years fixed). With respect to certain of the fixed interest rate periods the last two years can consist of a so-called reconsider period (*rentebedenktijd*). During such reconsider period the Borrower may choose to reset his rate to the then existing interest rate, for a new fixed interest rate period. At an interest reset date, the Borrower may opt for a floating rate of interest.

In addition to fixed interest rates and floating interest rates as set out above, ABN AMRO Bank as Initial Originator has offered "Buffer Interest", in which case a fixed base rate and a margin and a floating interest rate are agreed in the relevant Loan Agreement. The margin equals 1% in the case of an interest rate period of 5 years, 1.8% in the case of an interest rate period of 10 years or 2% in the case of an interest rate period of 15 years. If during the term of the relevant loan the then current floating interest rate:

- exceeds or is lower than the base rate by no more than the margin, then the base rate applies; or
- exceeds or is lower than the base rate by more than the margin, then the base rate is increased or decreased with the difference between (a) the base rate plus or minus (as the case may be) the margin and (b) the then current floating interest rate.

Also, ABN AMRO Bank as Initial Originator offers 'Ideaalrente'. If Ideaalrente is applicable, the interest rate (for a certain fixed interest rate period) is reset once per year based on the average rate for mortgage loans over the previous five (5) years (for that specific fixed interest rate period). The interest is set yearly in advance.

Furthermore, ABN AMRO Hypotheken Groep as Initial Originator offered 'Margin Interest'. If Margin Interest is applicable, the interest rate on the Loan is reset annually, subject to caps and floors (relative to a base rate), which provides the Borrower with some protection against interest rate changes. The base rate itself may be reset from time to time.

For the purpose hereof:

"**AAHG Bank Savings Receivable**" means a Bank Savings Receivable originated by ABN AMRO Hypotheken Groep (which includes origination by an originator (i) which has Merged into ABN AMRO Hypotheken Groep or (ii) whose Relevant Assets and Liabilities have been acquired by ABN AMRO Hypotheken Groep pursuant to a Demerger);

"**Adverse Claim**" means any encumbrance, attachment or other right or claim in, over or on any person's assets or properties in favour of any other person;

"**Article 129 CRR**" means article 129 (*Exposures in the form of covered bonds*) of the CRR (as such article may be amended, replaced and/or supplemented from time to time);

"**Bank Savings Receivable**" means a Transferred Receivable resulting from a Bank Savings Loan;

"**Borrower**" means, in relation to an Eligible Receivable, the individual or individuals specified as such in the relevant Loan Agreement together with the individual or individuals (if any) from time to time assuming an obligation to discharge such Eligible Receivable or any part of it;

"**CRR**" means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 and as amended by Regulation (EU) 2019/2160 of the European Parliament and of the Council of 29 November 2019 as regards exposures in the form of covered bonds, and incudes any regulatory

technical standards and any implementing technical standards issued by the European Banking Authority or any successor body, from time to time;

"**Demerger**" means, in respect of a legal entity (a "**Demerged Originator**"), a legal act (*rechtshandeling*) between such entity and an Originator, pursuant to which all assets and liabilities (*vermogen*) (or part thereof) (the "**Relevant Assets and Liabilities**") of such entity have been acquired by such Originator on a general legal basis (*algemene titel*) as referred to in article 2:334(a)(3) of the Dutch Civil Code;

"**Eligible Collateral**" means euro denominated cash and/or Substitution Assets; and

"**Eligible Receivable**", means a Receivable which complies with the following criteria, which are all subject to amendment from time to time, provided that Rating Agency Confirmation is obtained in respect of such amendment (as amended from time to time, the "**Eligibility Criteria**") as at the relevant Transfer Date:

A. **General**

1. It is existing, is denominated in euro and is owed by Borrowers established or resident in The Netherlands who are not employed by the relevant Originator or, if the Borrower is employed by any Originator or any of their respective subsidiaries (*dochtermaatschappijen*) or participations (*deelnemingen*), the terms and conditions of such Receivable are on arm's length terms except for the interest rate.

2. It is governed by Dutch law and the terms and conditions of such Receivable do not provide for the jurisdiction of any court or arbitration tribunal outside The Netherlands.

3. It is secured by Property located in The Netherlands which is not the subject of any residential letting and which is occupied by the relevant Borrower since origination (or shortly thereafter) and used mainly for residential purposes.

4. Its nominal amount remains a debt, which has not been paid or discharged by set-off or otherwise, and includes all loan parts (*leningdelen*) granted to the relevant Borrower under the relevant Loan Agreement.

5. The Loan from which it results was in all material respects granted in accordance with all applicable laws, legal requirements and the code of conduct on mortgage loans (*Gedragscode Hypothecaire Financieringen*) (the "**Code of Conduct**") prevailing at the time of origination and met in all material respects the relevant Originator's Lending Criteria which, where applicable, are generally based on the NHG requirements as applicable at that time and all required consents, approvals and authorisations have been obtained in respect of such Loan.

6. The relevant Originator has in all material respects performed all its obligations which have fallen due under or in connection with the relevant Loan Agreements connected to it and so far as the relevant Originator is aware, no Borrower has threatened or commenced any legal action which has not been resolved against the relevant Originator for any failure on the part of the relevant Originator to perform any such obligation.

7. It can be easily segregated and identified for ownership and Related Security purposes on any day.

8. It is not a Receivable in respect of which the CBC has notified the relevant Originator that the CBC has determined that such Receivable or class of Receivables is not reasonably acceptable to the CBC under the Programme and it is not due from a Borrower in respect of which the CBC has notified the relevant Originator that Receivables from such Borrower are not Eligible Receivables.

9. The loan files relating to it contain the relevant Borrower Files (as defined in the Incorporated Terms Memorandum) and, if they are in electronic format, contain at least the same information and details as the loan files relating to it which are kept in paper format which include authentic copies of the notarial mortgage deeds.

10. The maximum outstanding principal amount of the Loan from which it results, or the aggregate maximum outstanding amount of all Receivables secured by the same Related Security together, does not exceed €1,500,000.

11. The outstanding principal amount of the Loan from which it results does not exceed:

(i) if it does not have the benefit of an NHG Guarantee:

(a) 106.25% of the market value of the related Property at the time of origination; or

(b) in relation to no more than 5% of the aggregate Current Balance of all Transferred Receivables at any time, an amount in between 106.25% and 110.50% of the market value of the related Property at the time of origination; or

(ii) if it does have the benefit of an NHG Guarantee, the maximum amount as may be set under the NHG requirements at the time of origination.

B. **Borrowers**

1. It constitutes a legal, valid and enforceable obligation of the related Borrower and is enforceable against such Borrower in accordance with the terms of the relevant Loan Agreement without any right of rescission, set-off, withholding, suspension, counterclaim or other defence other than those provided for under mandatory rules of applicable law and subject to any limitations arising from bankruptcy, insolvency or any other laws of general application relating to or affecting the rights of creditors generally.

2. So far as the relevant Originator is aware:

(i) the related Borrower has not asserted and no circumstances exist as a result of which such Borrower would be entitled to assert any counterclaim, right of rescission or set-off, or any defence to payment of any amount due or to become due or to performance of any other obligation due under the related Loan Agreement;

(ii) the related Borrower is not in material breach, default or violation of any obligation under such Loan Agreement;

(iii) the related Borrower is not subject to bankruptcy or any other insolvency procedure within the meaning of any applicable insolvency law;

(iv) no proceedings have been taken in respect of it by the relevant Originator against the related Borrower; and

(v) no litigation, dispute or complaint is subsisting, threatened or pending which affects or might affect it or the related Borrower which may have an adverse effect on the ability of such Borrower to perform its related obligations.

C. **Payments**

1. Payments of interest are scheduled to be made monthly.

2. It is not in arrears in relation to any payments and at least one payment in respect of such Receivable has been made.

3. It bears a rate of interest equal to or exceeding the Minimum Mortgage Interest Rate.

4. If it relates to a Loan which bears a variable rate of interest, the variable rate is based on EURIBOR.

D. **Unencumbered Transfer**

1. The relevant Originator has full right and title to it and has power to transfer or encumber (*is beschikkingsbevoegd*) it and such Originator has not agreed to transfer or encumber it, whether or not in advance, in whole or in part, in any way whatsoever.

2. It is owed to the relevant Originator and is free and clear of any Adverse Claims.

3. It can be transferred by way of assignment (*cessie*) and is not subject to any contractual or legal restriction of transfer by way of assignment.

4. Its transfer will not violate any law or any agreement by which the relevant Originator may be bound and upon such transfer it will not be available to the creditors of the relevant Originator on such Originator's liquidation.

E. **Security**

1. It is secured by mortgage rights and rights of pledge governed by Dutch law which:

   (i) constitute valid mortgage rights (*hypotheekrechten*) and rights of pledge (*pandrechten*) respectively on the assets which are purported to be the subject of such mortgage rights and rights of pledge and, to the extent relating to mortgage rights, have been entered into the Land Registry;

   (ii) have first priority (*eerste in rang*) or first and sequentially lower priority;

   (iii) were vested for a principal amount outstanding which is at least equal to the principal amount of the related Loan when originated increased with interest, penalties, costs and/or insurance premiums together up to an amount equal to 140% of the principal amount of the related Loan when originated; and

   (iv) were created pursuant to a mortgage or pledge deed which does not contain any specific wording regarding the transfer of such right of mortgage or pledge securing it, unless an express confirmation to the effect that upon a transfer of the relevant Receivable, the Receivable will following the transfer continue to be secured by the right of mortgage or pledge.

2. The consent, licence, approval or authorisation of any person (other than the related Borrower) which was necessary to permit the creation of its Related Security were obtained including the consent of the spouse of such Borrower pursuant to Article 1:88 of the Dutch Civil Code.

3. It:

   (i) was originated by the relevant Originator (which includes origination by an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) and such Originator has not (nor has any such Merged Originator or Demerged Originator (as the case may be)) transferred any receivable (including but not limited to any Residual Claim) secured by the Related Security to any party other than (a) the CBC (or in the case of a Merged Originator or Demerged Originator (as the case may be), the relevant Originator) and/or (b) an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable;

   (ii) is secured by Related Security which does not include All-monies Security and any and all present and future receivables which are secured by such Fixed Security forming part of the Related Security, together with any and all contractual relationships (*rechtsverhoudingen*) from which receivables have arisen or may arise which are or will be secured by such Fixed Security, have, together with all Related Security, been transferred to (i) such Originator (or an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) or (ii) an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable; or

   (iii) is subject to an intercreditor arrangement between the CBC, the Trustee, the relevant Originator and the originator that originated the relevant Receivable and such other requirements as the CBC and the Trustee may require in relation to the transfer of the relevant Receivable by such originator to the relevant Originator.

F. **Valuation**

1. The related Borrower was obliged to obtain a building insurance (*opstalverzekering*) for the full reinstatement value (*herbouwwaarde*) of the Property at the time the related Loan was advanced.

2. Each Property concerned was valued in accordance with the Valuation Procedures.

G. **Long Lease**

1. If it is secured by a right of mortgage on a long lease (*erfpacht*), the terms of the relevant Loan Agreement provide that the principal amount outstanding of the related Loan, including interest, will become immediately due and payable if (i) the long lease terminates as a result of a breach by the leaseholder, (ii) the leaseholder materially breaches or ceases to perform its payment obligations under the long lease (*canon*) or (iii) the leaseholder in any other manner breaches the conditions of the long lease.

H. **No Bridge Loans or Residential Subsidy Rights**

1. It does not arise from bridging mortgage loans (*overbruggingshypotheken*).

2. It is not related to a Loan in connection with which Residential Subsidy Rights were purportedly transferred to the relevant Originator.

I. **Specific Products**

1. It is related to an Interest-Only Loan, an Annuity Loan, a Linear Loan, an Investment Loan, a Life Loan, a Savings Loan, a Hybrid Loan, a Bank Savings Loan or any combination of the foregoing.

2. If it has an NHG Guarantee connected to it, (i) the NHG Guarantee (A) is granted for its full amount outstanding at origination, provided that in respect of Loans offered as of 1 January 2014 in determining the loss incurred after foreclosure of the relevant Property, an amount of ten (10) per cent. will be deducted from such loss in accordance with the NHG Guarantee's terms and (B) constitutes legal, valid and binding obligations of *Stichting Waarborgfonds Eigen Woningen*, enforceable in accordance with such NHG Guarantee's terms, (ii) all terms and conditions (*voorwaarden en normen*) applicable to the "Nationale Hypotheek Garantie" at the time of origination of the related Loans were complied with and (iii) the relevant Originator is not aware of any reason why any claim under any NHG Guarantee in respect of it should not be met in full and in a timely manner.

3. If it relates to a Life Loan, a Savings Loan or a Hybrid Loan, then it has the benefit of the applicable Mixed Insurance Policy and (i) the relevant Originator has either been validly appointed as beneficiary (*begunstigde*) under such Mixed Insurance Policy upon the terms of the relevant Loan Agreement and Mixed Insurance Policy (the resulting rights being the "**Beneficiary Rights**") or, if another person has been appointed as beneficiary, under an irrevocable payment instruction from such person to the relevant insurer, (ii) all receivables under such Mixed Insurance Policy have been validly pledged by the relevant Borrower to the relevant Originator for at least that part by which it exceeds 100% of the foreclosure value of the relevant Property or 90% in case of a Loan higher than EUR 1,000,000, which pledge has been notified to the relevant insurer and (iii) none of the underlying policy, beneficiary clause, payment instruction or deed of pledge, as applicable, contains any provision restricting or prohibiting (a) said pledge to the relevant Originator, (b) a transfer of the Beneficiary Rights by the relevant Originator to the CBC, (c) an appointment by the relevant Originator of the CBC as new beneficiary under such Mixed Insurance Policy or (d) a waiver of the Beneficiary Rights by the relevant Originator.

4. The general conditions applicable to it provide that its principal sum, increased with interest, reimbursements, costs and amounts paid by the relevant Originator on behalf of the related Borrower and any other amounts due by such Borrowers to such Originator will become due and payable, amongst other things, if (a) a Mixed Insurance Policy attached to it is invalid and/or the relevant insured party fails to pay premium under the Mixed Insurance Policy and (b) if applicable, the associated right of the lender under the Loan Agreement to accelerate the Loan on that basis is exercised.

5. If it is related to an Interest-Only Loan, an Annuity Loan or a Linear Loan, it does not relate to a Mixed Insurance Policy and does not relate to any savings and/or investment product.

6. If it is related to an Investment Loan, (i) it does not relate to any Mixed Insurance Policy and (ii) the relevant securities account maintained in the name of the relevant Borrower has been validly pledged to the relevant Originator and is maintained with:

   - an investment firm (*beleggingsonderneming*) in the meaning ascribed thereto in the Wft, being either a broker (*bemiddelaar*) or an asset manager (*vermogensbeheerder*), which is by law obliged to administer (i) the securities through a bank (see the next paragraph) or a separate depositary vehicle (*bewaarinstelling*) or (ii) only securities the transfer of which is subject to the Wge (acting as intermediary (*intermediair*)); or

   - a bank which is by law obliged to administer (i) the securities through a separate depositary vehicle or (ii) only securities the transfer of which is subject to the Wge.

7. If it is related to a Loan which falls under category 3 of the Deduction Risk description (See "*Section B.3 Guarantee Support*" above) (i) the relevant Mixed Insurance Policy and the relevant Loan are in the relevant insurer's and Originator's promotional materials not offered as one product or under one name and (ii) the relevant Borrowers are not obliged to enter into a Mixed Insurance Policy with an insurer which is a group company of the relevant Originator and are free to choose the relevant insurer (subject to prior approval of the relevant Originator).

8. If it is related to an Investment Loan and the related investment product is offered by the relevant Originator itself (and not by a third party securities institution or bank), such investment product has been offered in accordance with all applicable laws and legal requirements prevailing at the time of origination, including those on the information that is to be provided to prospective investors.

9. If it is related to a Bank Savings Loan it does not relate to a Mixed Insurance Policy or investment product and (A) the relevant Bank Savings Account maintained in the name of the relevant Borrower has been validly pledged to the relevant Originator, (B) at maturity of the Bank Savings Loan the amounts standing to the credit of the related Bank Savings Account must be applied to repay such Bank Savings Loan and (C) the general conditions applicable to it provide that the entire Loan will become due and payable, amongst other things, if (a) such Borrower is in default with its monthly payments into the related Bank Savings Account; and (b), if applicable, the associated right of the lender under the Loan Agreement to accelerate the Loan on that basis is exercised;

"**Lending Criteria**" means such criteria applicable to the granting of a Loan to a Borrower as the relevant Originator may from time to time apply and which would be acceptable to a Reasonable Prudent Lender;

"**Loan**" means any loan (including the Initial Advance and any Further Advance) or loan part (*leningdeel*) granted by the relevant Originator to a Borrower pursuant to the terms of a Loan Agreement;

"**Loan Agreement**" means a mortgage loan agreement between an Originator and a Borrower secured by a right of mortgage (*recht van hypotheek*), including the corresponding notarial deed, pledge deed and set of general terms and conditions as each Originator may from time to time introduce as would be acceptable to a Reasonable Prudent Lender;

"**Merged**" means, in respect of a legal entity (a "**Merged Originator**"), that as a result of a legal act (*rechtshandeling*) between such entity and an Originator, all assets and liabilities (*vermogen*) of such entity have transferred to such Originator on a general legal basis (*algemene titel*) as referred to in article 2:309 of the Dutch Civil Code (such transfer, a "**Merger**"), with such legal entity being the disappearing entity;

"**Mixed Insurance Policy**" means any insurance policy under which premium is paid consisting of a risk element and a capital element consisting of a savings part and/or an investment part, as the case may be;

"**Mortgage**" means a right of mortgage (*recht van hypotheek*) over a Property securing the related Receivable;

"**NHG**" or "**NHG Guarantee**" means guarantees (*borgtochten*) issued by Stichting Waarborgfonds Eigen Woningen under the terms and conditions of the National Mortgage Guarantee (*Nationale Hypotheek Garantie*), as from time to time amended;

"**Participation Receivable**" means a Category 4 Receivable or a Bank Savings Receivable, as the case may be, to which a Participation applies;

"**Property**" means (i) a real property (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*) or (iii) a long lease (*erfpacht*), which is subject to a Mortgage;

"**Reasonable Prudent Lender**" means the Originators and/or the Servicers, as applicable, acting in accordance with the standards of a reasonable lender of Dutch residential mortgage loans to Borrowers in The Netherlands which is acting as a reasonable creditor in protection of its own interests;

"**Receivable**" means a registered claim (*vordering op naam*) *vis-à-vis* a Borrower for repayment of a Loan and includes any Related Security;

"**Related Security**" means, with respect to any Receivable, all related accessory rights (*afhankelijke rechten*), ancillary rights (*nevenrechten*), connected rights (*kwalitatieve rechten*) and independently transferable claims (*zelfstandig overdraagbare vorderingsrechten*), including rights of mortgage (*hypotheekrechten*), rights of pledge (*pandrechten*), suretyships (*borgtochten*), guarantees, rights to receive interest and penalties, any NHG Advance Right and, to the extent transferable, Beneficiary Rights and interest reset rights;

"**Residential Subsidy Right**" means the right to receive annual contributions with respect to residential Properties on the basis of the Resolution Monetary Support Own Residences (*Beschikking geldelijke steun eigen woningen*) dated 1984 or the Resolution Residence Related Subsidies (*Besluit woninggebonden subsidies*) dated 1991 or any replacement or substitute legislation, resolution or regulation;

"**Standardised Approach**" means chapter 2 (*Standardised Approach*) of Title II of Part Three of the CRR (as amended, varied and/or supplemented from time to time);

"**Substitution Assets**" means the classes of assets from time to time eligible under Article 129 CRR paragraph 1(a) through (g) (but excluding paragraph (d)), and the CB Legislation to collateralise covered bonds, subject to certain limitations and provided that:

(i) such eligible assets are denominated in euro;

(ii) such exposures will have certain minimum long-term and/or short-term ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update, at least: (a) insofar as Moody's is concerned: 'A2' (long-term) and 'P-1' (short-term) for exposures maturing within one month, 'A1' (long-term) and 'P-1' (short-term) for exposures maturing within one to three months, 'Aa3' (long-term) and 'P-1' (short-term) for exposures maturing within three to six months and 'Aaa' (long-term) and 'P-1' (short-term) for exposures maturing over six months and (b) insofar as Fitch is concerned: 'F1' (short-term) or 'A' (long-term) for exposures maturing within thirty days and 'F1+' (short-term) or 'AA-' (long-term) for exposures maturing within thirty days to one year;

(iii) insofar as Moody's is concerned (and to the extent it is a Rating Agency): the maximum aggregate total exposures in general shall not exceed 20% of the aggregate Principal Amount Outstanding of the Covered Bonds;

(iv) such eligible assets consist of securities (a) which are either deposited with Euroclear or the transfer of which is subject to the Wge and (b) which are credited to a securities account in the relevant Originator's name administered in The Netherlands or Belgium, as the case may be; and

(v) the aggregate value of such eligible assets, at any time, shall not exceed in aggregate an amount equal to 20% (or such other percentage as required from time to time to comply with the CB Legislation) of the aggregate nominal value of the Transferred Assets at such time.

"**Valuation Procedures**" means the valuation procedures of the relevant Originator prevailing at the time of origination of the relevant Loan.

## 3.4 OVERVIEW OF DUTCH RESIDENTIAL MORTGAGE MARKET

*This paragraph 3.4 is substantially derived from the Dutch Residential Mortgage Market Overview over the period until March 2025, which overview is publicly available at the website of the Dutch Securitisation Association*[4]*. The Issuer confirms that this information has been accurately reproduced provided that the Issuer has amended the fourth paragraph under "Tax system" to correctly reflect the transfer tax rate for 2025 and as far as the Issuer is aware and is able to ascertain from the information published by the Dutch Securitisation Association, no facts have been omitted which would render the information in this paragraph 3.4 inaccurate or misleading.*

**Dutch residential mortgage market**

The Dutch residential mortgage debt stock is relatively sizeable, especially when compared to other European countries. Since the 1990s, the mortgage debt stock of Dutch households has grown considerably, mainly on the back of mortgage lending on the basis of two incomes in a household, the introduction of tax-efficient product structures such as mortgage loans with deferred principal repayment vehicles and interest-only mortgage loans, financial deregulation and increased competition among originators. Moreover, Loan-to-Value (LTV) ratios have been relatively high, as the Dutch tax system implicitly discouraged amortisation, due to the tax deductibility of mortgage interest payments. After a brief decline between 2012 and 2015, mortgage debt reached a new peak of EUR 880.8 billion in Q3 2024. This represents a rise of EUR 31 billion compared to Q3 2023.

*Tax system*

The Dutch tax system plays an important role in the Dutch mortgage market, as it allows for partial deductibility of mortgage interest payments from taxable income. Historically, this has resulted in various deferred amortisation mortgage products, most importantly the use of interest-only loan parts.

Since 1 January 2013, all new mortgage loans have to be repaid in full in 30 years, at least on an annuity basis, in order to be eligible for tax relief (linear mortgage loans are also eligible). The tax benefits on mortgage loans, of which the underlying property was bought before 1 January 2013, have remained unchanged and are grandfathered, even in case of refinancing and relocation. As such, new mortgage originations still include older loan products, including interest-only. However, any additional loan on top of the borrower's grandfathered product structure, has to meet the mandatory full redemption standards to allow for tax deductibility.

A second reform imposed in 2013 was to reduce the tax deductibility by gradually lowering the maximum deduction percentage. As a result, the highest tax rate against which the mortgage interest may be deducted is 37.48% in 2025. This is a slight increase compared to 2024 due to the introduction of an additional income tax bracket which is slightly higher than the lowest income tax bracket. Mortgage interest can be deducted from income in the second tax bracket in 2025.

There are several housing-related taxes which are linked to the fiscal appraisal value ("WOZ") of the house, both imposed on the national and local level. Moreover, a transfer tax of 2% is due when a house is acquired for owner-occupation. From 2021, house buyers aged between 18 and 35 years will no longer pay any transfer tax. From. This exemption only applies to houses sold for 525,000 euros or less (2025) and can only be applied once. In 2025, a transfer tax of 10.4% is due upon transfer of houses which are not owner-occupied (same as in 2023 and 2024).

Although these taxes partially unwind the benefits of tax deductibility of interest payments, and several restrictions to this tax deductibility have been applied, tax relief on mortgage loans is still substantial.

[4] See: https://www.dutchsecuritisation.nl/sites/default/files/Dutch%20residential%20mortgage%20market%20-%20%20%28March%202025%29.pdf.

*Loan products*

The Dutch residential mortgage market is characterised by a wide range of mortgage loan products. In general, three types of mortgage loans can be distinguished.

Firstly, the "classical" Dutch mortgage product is an annuity loan. Secondly, there is a relatively big presence of interest-only mortgage loans in the Dutch market. Full interest-only mortgage loans were popular in the late nineties and in the early years of this century. Mortgage loans including an interest-only loan part were the norm until 2013, and even today, grandfathering of older tax benefits still results in a considerable amount of interest-only loan originations.

Thirdly, there is still a big stock of mortgage products including deferred principal repayment vehicles. In such products, capital is accumulated over time (in a tax-friendly manner) in a linked account in order to take care of a bullet principal repayment at maturity of the loan. The principal repayment vehicle is either an insurance product or a bank savings account. The latter structure has been allowed from 2008 and was very popular until 2013. Mortgage loan products with insurance-linked principal repayment vehicles used to be the norm prior to 2008 and there is a wide range of products present in this segment of the market. Most structures combine a life-insurance product with capital accumulation and can be relatively complex. In general, however, the capital accumulation either occurs through a savings-like product (with guaranteed returns), or an investment-based product (with non-guaranteed returns).

A typical Dutch mortgage loan consists of multiple loan parts, e.g. a bank savings loan part that is combined with an interest-only loan part. Newer mortgage loans, in particular those for first-time buyers after 2013, are full annuity and often consists of only one loan part. Nonetheless, tax grandfathering of older mortgage loan product structures still results in the origination of mortgage loans including multiple loan parts.

Most interest rates on Dutch mortgage loans are not fixed for the full duration of the loan, but they are typically fixed for a period between five and 15 years. Rate term fixings differ by vintage, however. In recent years, there was a strong bias to longer term fixings (20-30 years) but since Q2 2022 10 year fixings have rapidly increased in popularity as the sharply increased mortgage rates drove borrowers to seek lower mortgage payments by going for shorter fixings. Most borrowers remain subject to interest rate risk, but compared to countries in which floating rates are the norm, Dutch mortgage borrowers are relatively well-insulated against interest rate fluctuations.

*Underwriting criteria*

Most of the Dutch underwriting standards follow from special underwriting legislation ("Tijdelijke regeling hypothecair krediet"). This law has been present since 2013 and strictly regulates maximum LTV and Loan-to-Income (LTI) ratios. The current maximum LTV is 100% or 106% when financing energy saving measures. The new government has indicated not to lower the maximum LTV further. LTI limits are set according to a fixed table including references to gross income of the borrower and mortgage interest rates. This table is updated annually by the consumer budget advisory organisation "NIBUD" and ensures that income after (gross) mortgage servicing costs is still sufficient to cover normal costs of living.

Prior to the underwriting legislation, the underwriting criteria followed from the Code of Conduct for Mortgage Lending. Although the Code of Conduct is currently largely overruled by the underwriting legislation, it is still in force. The major restriction it currently regulates, in addition to the criteria in the underwriting legislation, is the cap of interest-only loan parts to 50% of the market value of the residence. This cap was introduced in 2011 and is in principle applicable to all new mortgage contracts. A mortgage lender may however diverge from the cap limitation if certain conditions have been met.

**Recent developments in the Dutch housing market[5]**

Wages that have risen by an average of 6.7%, 104,000 additional households, persistently low unemployment and more flexible lending standards have driven demand for (owner-occupied) homes in 2024. In combination with lagging housing construction – taking into account demolition, only 70,000 homes were added – it drove house prices to new records. In 2024, they rose an average of 8.7%; in January 2025, the price increase continued with a year-on-year increase of no less than 11.5%, according to Statistics Netherlands and the Land Registry. The number of transactions also increased sharply last year, by more than 13% to a total of 206,000 sales. This is partly due to the persistent selling of former rental properties. Due to increased interest rates, higher taxes, local rules to keep investors out, and stricter requirements for rents, home investors have been selling more homes than they buy for several years, according to figures from the Land Registry. This makes it more difficult for potential tenants to find a house, but it is a boost for potential home buyers: They can choose from more owner-occupied homes, which also makes more sales possible.

House prices continue to rise because the demand for housing is rising faster than the supply. The housing shortage calculated by research agency ABF will increase further in the coming years, from 4.9% to 5.1% of the housing stock. This percentage is mainly based on demographic factors: According to ABF's expectations, the population is growing faster than the number of houses. Demand is also increasing further due to a number of economic factors, the most important of which is rising incomes. Renting out homes has become less attractive in recent years due to higher transfer taxes, increased interest rates, higher wealth tax and stricter rent regulation. This is especially true for investors who bought up existing homes for rental instead of building them. Investors are therefore selling their rental properties en masse. In 2024, they sold about 24,000 homes to owner-occupiers, while they purchased 4,000 homes from owner-occupiers. On balance, about 20,000 homes went to the owner-occupied market. In 2023, that balance was still 11,000 homes, and the trend is still showing a clear acceleration. In practice, considerably more rental houses are sold, because these figures only include companies and individuals who have three or more homes. Last year, Dutch people with two homes also sold many more houses than they bought, a total of 18,000 units. The exact use of second homes cannot be determined with certainty, but research by Statistics Netherlands and the Land Registry indicates that about 70% of second homes in the Netherlands are rented out.

Due to the wave of sell-outs, there is more supply of owner-occupied homes, especially in the cheaper segments. This results in more transactions – especially of apartments. This has contributed to the recovery of the share of young home buyers in the total number of homes purchased, and this also depresses house price growth. Due to the high latent demand for owner-occupied homes – from potential first-time buyers who would like to buy a house, but have missed out in recent years – this extra supply is expected to be sold quickly.

The past year saw a strong rebound in sales, after falling to 182,000 transactions in 2023 – the lowest level since 2015. In total, more than 206,000 owner-occupied homes changed hands in 2024, over 13% more than in 2023. The Amsterdam region showed the largest increase in sales,but the number of sales also rose sharply in many other regions. There are also significant differences within COROP regions: the increase in the number of transactions is largest in urban municipalities. This is probably because in cities – where the share of rental homes is usually higher than in the more rural municipalities – there are many more houses for sale due to the sale of rental homes.

[5] Rabobank Housing market quarterly of 23 December 2024.

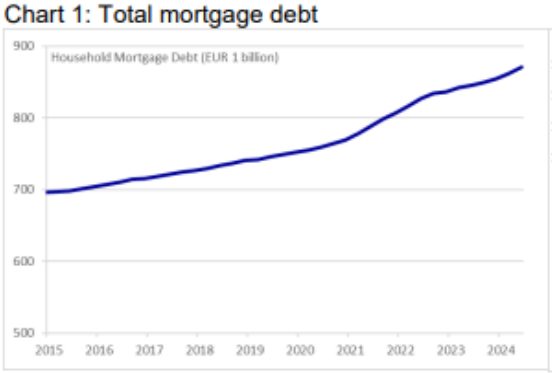
**Forced sales**

Compared to other jurisdictions, performance statistics of Dutch mortgage loans show relatively low arrears and loss rates.[6] The most important reason for default is relationship termination, although the increase in unemployment following the economic downturn post financial crisis was increasingly also a reason for payment problems. The ultimate attempt to loss recovery to a defaulted mortgage borrower is the forced sale of the underlying property.

For a long time, mortgage servicers opted to perform this forced sale by an auction process. The advantage of this auction process is the high speed of execution, but the drawback is a discount on the selling price. The Land Registry recorded 76 forced sales by auction in Q4 2024 (0.12% of total number of sales over a 12 month period).

6 Comparison of Moody's RMBS index delinquency data.

Chart 1: Total mortgage debt

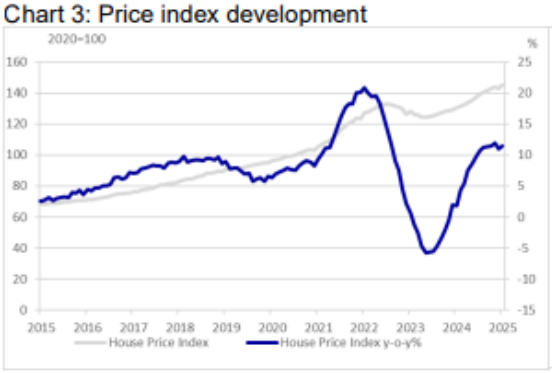



*Sources: Statistics Netherlands, Rabobank*

Chart 2: Sales

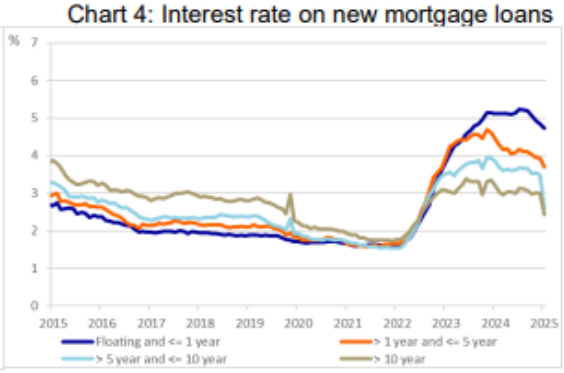
*Sources: Dutch Land Registry (Kadaster), Statistics Netherlands (CBS)*

Chart 3: Price index development



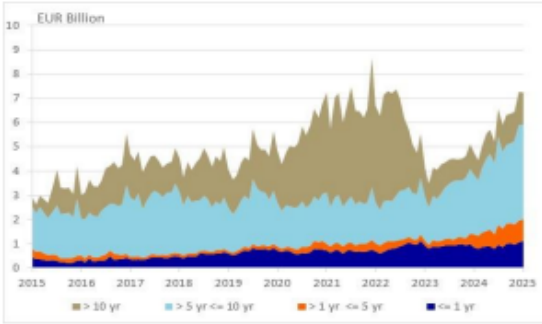

*Sources: Statistics Netherlands, Rabobank*

Chart 4: Interest rate on new mortgage loans




*Source: Dutch Central Bank*

Chart 5: New mortgages by interest type




*Source: Dutch Central Bank*

Chart 6: Confidence

*Sources: Statistics Netherlands, OTB TU Delft and VEH*

## 3.5 NHG GUARANTEE PROGRAMME

**NHG Guarantee**

In 1960, the Dutch government introduced the 'municipal government participation scheme', an open ended scheme in which both the Dutch State and the municipalities guaranteed, according to a set of defined criteria, residential mortgage loans made by authorised lenders to eligible borrowers to purchase a primary family residence. The municipalities and the Dutch State shared the risk on a 50/50 basis. If a municipality was unable to meet its obligations under the municipality guarantee, the Dutch State would make an interest free loan to the municipality to cover its obligations. The aim was to promote home ownership among the lower income groups.

Since 1 January 1995 the WEW, a central, privatised entity, has been responsible for the administration and granting of the NHG Guarantee (*Nationale Hypotheek Garantie*), under a set of uniform rules which must be approved by the Dutch Minister of Finance. The NHG Guarantee covers the outstanding principal, accrued unpaid interest and disposal costs. Irrespective of scheduled repayments or prepayments made on a mortgage loan, the NHG Guarantee is reduced on a monthly basis by an amount which is equal to the principal repayment part of the monthly instalment as if such mortgage loan were to be repaid on a thirty year annuity basis. In respect of each mortgage loan, the NHG Guarantee decreases further to take account of scheduled repayments and prepayments under such mortgage loan. Also, amounts paid as savings or investment premium under savings insurance policies or life insurance policies, respectively, are deducted from the amount outstanding on such mortgage loan for purposes of the calculation of the amount guaranteed under the NHG Guarantee (See "*Section B. Risk Factors*" above).

**Financing of the WEW**

The WEW finances itself, among other things, by a one-off charge (*borgtochtprovisie*) to the borrower calculated as a percentage over the principal amount of the loan which is 0.40 per cent. as from 1 January 2025. As of 1 January 2023, specific conditions apply to the calculation of the one-off charge in respect of a residential property with certain long lease or discount constructions where the borrower entails a capital risk. Besides this, the NHG scheme provides for liquidity support to the WEW from the Dutch State and, in respect of guarantees issued prior to 1 January 2011, from the participating municipalities. Should the WEW not be able to meet its obligations under guarantees issued, the Dutch State will provide subordinated interest-free loans to the WEW of up to 50 per cent. and, only in respect of guarantees issued as from 1 January 2011, 100 per cent. of the difference between the WEW's own funds and a pre-determined average loss level. In respect of guarantees issued prior to 1 January 2011 the municipalities participating in the NHG scheme will provide subordinated interest-free loans to the WEW in respect of the other 50 per cent. of the above mentioned difference. Both the "keep well" agreement (*achtervangovereenkomst*) between the Dutch State and the WEW and the "keep well" agreements between the municipalities and the WEW contain general "keep well" undertakings of the Dutch State and the municipalities to enable the WEW at all times (including in the event of bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*) or liquidation (*ontbinding*) of the WEW) to meet its obligations under guarantees issued.

**Terms and conditions of the NHG Guarantee**

Under the NHG scheme, the lender is responsible for ensuring that the guarantee application and the binding offer (*bindend aanbod*) meet the NHG terms and conditions. If the application meets these terms and conditions, various reports are produced that are used in the processing of the application, including the form that will eventually be signed by the relevant lender and forwarded to the NHG to register the mortgage and establish the guarantee. The WEW has, however, no obligation to pay any loss (in whole or in part) incurred by a lender after a private or a forced sale of the relevant mortgaged property if such lender has not complied with the terms and conditions of the NHG Guarantee which were applicable at the date of origination of the mortgage loan, unless such non-payment is unreasonable towards the lender.

In respect of mortgage loans offered from 1 January 2014, the NHG conditions stipulate that in determining the loss incurred by a lender after a private or a forced sale of the mortgaged property, an amount of 10 per cent. will be deducted from such loss and thus from the payment to be made by the WEW to the lender. The lender will subsequently not be entitled to recover the remaining amount due under the mortgage loan from the borrower, unless the borrower did not act in good faith with respect to his inability to repay the mortgage loan and has failed to render his full cooperation in trying to have the mortgage loan repaid to the lender to the extent possible.

The specific terms and conditions for the granting of NHG Guarantees, such as eligible income, purchasing or building costs, are set forth in published documents that will be subject to change from time to time (available on www.nhg.nl).

The NHG has specific rules for the level of credit risk that will be accepted. The creditworthiness of the applicant must be verified with the Bureau Krediet Registratie ("**BKR**"), a central credit agency used by all financial institutions in The Netherlands. All financial commitments over the past five years that prospective borrowers have entered into with financial institutions are recorded in this register. In addition, as of 1 January 2008, the applicant itself must be verified with the Foundation for Fraud Prevention of Mortgages (*Stichting Fraudepreventie Hypotheken*, "**SFH**"). If the applicant has been recorded in the SFH system, no NHG Guarantee will be granted.

To qualify for an NHG Guarantee various conditions relating to valuation of the property must be met. In addition, the mortgage loan must be secured by a first ranking mortgage right (or a second ranking mortgage right in case of a further advance). Furthermore, the borrower is required to take out insurance in respect of the mortgaged property against risk of fire, flood and other accidental damage for the full restitution value thereof. The borrower is also required to create a right of pledge in favour of the lender on the rights of the relevant borrower against the insurance company under the relevant life insurance policy connected to the mortgage loan or to create a right of pledge in favour of the lender on the proceeds of the investment funds. NHG conditions dating prior to 17 June 2018 also require a risk insurance policy which pays out upon the death of the borrower/insured for the period that the amount of the mortgage loan exceeds 80 per cent. of the value of the relevant property.

The mortgage conditions applicable to each mortgage loan should include certain provisions, such as the provision that any proceeds of foreclosure on the mortgage right and the right of pledge on the life insurance policy or the investment funds shall be applied firstly towards repayment of the mortgage loan guaranteed under the NHG scheme.

Furthermore, according to the NHG conditions interest-only mortgage loans are allowed, **provided that** the interest-only part does not exceed 50 per cent. of the value of the property. It is noted that as of 1 January 2013, for new loans and further advances the redemption types are limited to annuity mortgage loans and linear mortgage loans with a maximal term of 30 years (pursuant to NHG underwriting criteria (*Normen*) as of 1 January 2020 (*Normen 2020-1*)). Furthermore, it is noted that as of 1 January 2023, interest-only mortgage loans are not allowed if the residential property is subject to a long lease or discount arrangement and the borrower entails a capital risk.

An NHG Guarantee could be issued up to a maximum amount of EUR 350,000 (from 17 September 2009 up to 30 June 2012). From 1 July 2012 up to 30 June 2013 the maximum amount of an NHG Guarantee for mortgage loans issued from 1 July 2012, was EUR 320,000. From 1 July 2013 the maximum amount decreased. As a result the maximum amount of an NHG Guarantee for mortgage loans issued from 1 July 2013, was EUR 290,000. From 1 July 2014 up to 30 June 2015 the maximum amount of an NHG Guarantee for mortgage loans issued from 1 July 2014, was EUR 265,000. From 1 July 2015 such maximum amount has further decreased to EUR 245,000.

From 1 January 2017 the maximum amount of an NHG Guarantee for mortgage loans is determined on the basis of the average purchase price of residential properties in The Netherlands and the applicable LTV. For 2017 the average purchase price is set at EUR 245,000 on the basis of the average purchase price of residential properties in The Netherlands. The purchase price relating to the residential property may not exceed such average purchase price of EUR 245,000. From January 2018 that amount is EUR 265,000 for loans without energy saving improvements and EUR 280,900 for loans with energy saving improvements. From 1 January 2019 that amount is EUR 290,000 for loans without energy saving improvements and EUR 307,400 for loans with energy saving improvements, from 1 January 2020 that amount is EUR 310,000 for loans without energy saving improvements and EUR 328,600 for loans with energy saving improvements, from 1 January 2021 that amount is EUR 325,000 for loans without energy saving improvements and EUR 344,500 for loans with energy saving improvements, from 1 January 2022 that amount is EUR 355,000 for loans without energy saving improvements and EUR 376,300 for loans with energy saving improvements, from 1 January 2023 that amount is EUR 405,000 for loans without energy saving improvements and EUR 429,300 for loans with energy saving improvements, from 1 January 2024 that amount is EUR 435,000 for loans without energy saving improvements and EUR 461,100 for loans with energy saving improvements and from 1 January 2025 that amount is EUR 450,000 for loans without energy saving improvements and EUR 477,000 for loans with energy saving improvements.

**Claiming under the NHG Guarantees**

When a borrower is in payment arrears under a mortgage loan for a period of three (3) months, a lender informs the WEW in writing within 30 calendar days of the outstanding payments, including the guarantee number, the borrower's name and address, information about the underlying security, the date of the start of late payments and the total of outstanding payments. When the borrower is in arrears the WEW may approach the lender and/or the borrower to attempt to solve the problem and make the borrower aware of the consequences. If an agreement cannot be reached, the WEW reviews the situation with the lender to endeavour to generate the highest possible proceeds from the property. The situation is reviewed to see whether a private sale of the property, rather than a public auction, would generate proceeds sufficient to cover the outstanding mortgage loan. Permission should be obtained from the WEW for a private sale. Irrespective of its cause, a forced sale of the mortgaged property is only allowed with the prior written permission of the WEW.

Within one month after receipt of the proceeds of the private or forced sale of the property, the lender must make a formal request to the WEW for payment, using standard forms, which request must include all of the necessary documents relating to the original mortgage loan and the NHG Guarantee. After receipt of the claim and all the supporting details, the WEW must make payment within two months. If the payment is late, provided the request is valid, the WEW must pay interest for the late payment period.

In the event that a borrower fails to meet its obligation to repay the mortgage loan and no or no full payment is made to the lender under the NHG Guarantee by the WEW because of the lender's culpable negligence (*verwijtbaar handelen of nalaten*), the lender must act *vis-à-vis* the borrower as if the WEW were still guaranteeing the repayment of the mortgage loan during the remainder of the term of the mortgage loan. In addition, the lender is not entitled to recover any amounts due under the mortgage loan from the borrower in such case. This is only different if the borrower did not act in good faith with respect to his inability to repay the mortgage loan and has failed to render his full cooperation in trying to have the mortgage loan repaid to the lender.

**Additional loans**

Furthermore, the NHG conditions contain provisions pursuant to which a borrower who is in arrears with payments under the existing mortgage loan may have the right to request the lender for a so-called *woonlastenfaciliteit* as provided for in the NHG conditions. The aim of the *woonlastenfaciliteit* is to avoid a forced sale by means of a bridging facility (*overbruggingsfaciliteit*) to be granted by the relevant lender. The bridging facility is guaranteed by the WEW. The relevant borrower needs to meet certain conditions, including, among other things, the fact that the payment arrears are caused by a divorce, unemployment, disability or death of the partner of the borrower.

**Changes to the NHG underwriting criteria (*Normen*) as of 1 June 2020 (*Normen 2020-2*)**

On 31 March 2020, the new NHG underwriting criteria were published, which entered into force on 1 June 2020. In these new NHG underwriting criteria changes have been made in order for the NHG Guarantee to meet the requirements for a guarantee to qualify as eligible credit protection for banks under the CRR. In particular, the ability to receive an advance payment of the expected loss is introduced. Lenders can make use of this option immediately after publication, both for existing and new loans with an NHG Guarantee.

Under the new underwriting criteria, as stated above, the WEW will offer lenders the opportunity to receive an advance payment of expected loss, subject to certain conditions being met, including foreclosure procedures not having been completed 21 months after default of the NHG mortgage loan (the "**NHG Advance Right**").

The NHG Advance Right is a separate right and it is not part of the surety by NHG. Unlike the surety, this NHG Advance Right therefore does not automatically transfer upon the transfer of the mortgage receivable. If a mortgage receivable has been transferred to a third party (including in the context of special purpose vehicle transactions), the NHG Advance Right may be transferred simultaneously or at a later moment in time, for example when the transferee wishes to exercise the NHG Advance Right. This transfer is necessary if the transferee of the mortgage receivable wants to make use of this NHG Advance Right. However, if the transferee does not wish to exercise the NHG Advance Right, a transfer is not necessary. After a transfer of the mortgage receivable, the transferor can no longer exercise the NHG Advance Right, regardless of whether the NHG Advance Right is transferred to the transferee. This prevents the NHG Advance Right

payment being made to a party other than the transferee of the mortgage receivable. However, at the request of the transferee the transferor can on its behalf exercise the right to an NHG Advance Right.

The underwriting criteria include a repayment obligation by the person that exercises the NHG Advance Right in case the payment exceeded the amount payable by the WEW under the surety as actual loss eligible for compensation. This would for example be the case if the proceeds of the enforcement were higher than estimated, but also if the borrower in arrears resumes payment under the mortgage loan. Currently, the NHG Advance Rights are not transferred to the CBC. In case the NHG Advance Rights will be transferred to the CBC, additional agreements will be made with the Trustee with regard to distribution of the proceeds of the NHG Advance Rights in case such rights are exercised. In case the CBC exercises its NHG Advance Right (if validly transferred to it), it may be liable to repay when the payment under the NHG Advance Right exceeded the amount payable by WEW under the surety. If the CBC (or the Servicer on its behalf) would consider exercising the NHG Advance Right in relation to a Loan it will notify the Trustee and the relevant Originator thereof and it will consult and agree upon with the Trustee on the distribution of the proceeds of such NHG Advance Right prior to exercising such right.

***Main NHG underwriting criteria (Normen) as of 1 January 2025 (Normen 2025-1)***

On 1 November 2024, new NHG conditions and norms were published, which entered into force on 1 January 2025. With respect to a borrower, the underwriting criteria include but are not limited to, the following:

a) the lender must perform a BKR check. Only under certain circumstances are registrations allowed;

b) as a valid source of income the following qualifies: indefinite contract of employment, temporary contract of employment if the employer states that the employee will be provided an indefinite contract of employment in case of equal performance of the employee and equal business circumstances, a three (3) year history of income statements for workers with flexible working arrangements or during a probational period (*proeftijd*). Self-employed workers need to provide an income statement (*Inkomensverklaring Ondernemer*) which is approved by the WEW. This income statement may not be older than six (6) months on the date of the binding offer of a mortgage loan;

c) the maximum loan based on the income of the borrowers is based on the "*financieringslast acceptatiecriteria*" tables as determined by the National Budgeting Institute (NIBUD) and an annuity style redemption (even if the actual loan is (partially) interest only). The mortgage lender shall calculate the borrowing capacity of a borrower of a mortgage loan with a fixed interest term of less than ten (10) years on the basis of a percentage determined and published by the AFM, or, in case of a mortgage loan with a fixed interest term of ten (10) years or longer or if the mortgage loan is redeemed within the fixed interest term of less than ten (10) years, on the basis of the binding offer.

With respect to the mortgage loan, the underwriting criteria include, but are not limited to, the following:

a) as of 1 January 2013, for new loans and further advances the redemption types are limited to annuity mortgage loans and linear mortgage loans with a maximal term of 30 years;

b) as of 1 January 2019, the maximum amount of the mortgage loan is dependent on the average house price level in The Netherlands (based on the information available from the Land Registry (*Kadaster*)) multiplied with the statutory loan to value, which is 100 per cent. if there are no energy saving improvements and 106 per cent. if there are energy saving improvements. As a consequence, there are two maximum loan amounts:

   i. EUR 450,000 for loans without energy saving improvements (as of 1 January 2025); and

   ii. EUR 477,000 for loans with energy saving improvements (as of 1 January 2025); and

c) as of 2024, NHG requires that someone who is a debtor of a loan with NHG is also the owner or co-owner of the property.

The loan amount is also limited by the amount of income and the market value of the property. With respect to the latter:

a) For the purchase of existing properties, the loan amount is broadly based on the sum of (i) the lower of the purchase price and the market value based on a valuation report, (ii) the costs of improvements and (iii) an amount of up to 6 per cent. of the amount under (i) plus (ii) in case of energy saving improvements. In case an existing property can be bought without paying transfer taxes (vrij op naam), the purchase amount under (i) is multiplied by 97 per cent.

b) For the purchase of new-build properties, the maximum loan amount is broadly based on the purchase price or the amount contracted for, increased with a number of costs such as the cost of construction interest or loss of interest during the construction period (to the extent not already included in the purchase price or construction costs).

The one-off charge to the borrower of 0.60 per cent. (as of 1 January 2022) of the principal amount of the mortgage loan at origination has been reduced to 0.40 per cent. as of 1 January 2025. As of 1 January 2023, in respect of a residential property with a long lease (*erfpacht*) or discount arrangement (*kortingsconstructie*) with a capital risk (*vermogensrisico*) for the borrower, the one-off charge must be calculated over the loan plus the value of the bare ownership or the discount portion. This norm is not applicable to traditional long lease arrangements.

## 3.6 ORIGINATORS

The entities that act as transferor of Eligible Assets to the CBC under the Guarantee Support Agreement (the "**Originators**") are:

(i) ABN AMRO Bank, ABN AMRO Hypotheken Groep (operating under its trade name Florius) and Moneyou B.V. (the "**Initial Originators**"); and

(ii) any other member of the Group that will accede to, amongst others, the Programme Agreement as an Originator (the "**New Originators**").

No member of the Group other than the Initial Originators have acceded to the Programme Agreement as an Originator since the establishment of the Programme, save that prior to the Legal Demerger pursuant to which ABN AMRO Bank became an Originator, The Royal Bank of Scotland N.V. (previously named ABN AMRO Bank N.V.) acted as Originator. Prior to 17 October 2011 Combi-Hypotheken B.V., Combi Voordeel Hypotheken B.V., MNF Bank N.V. and Albank B.V acted as Originators under the Programme, although they are no longer Originators under the Programme.

On 10 August 2015 the legal merger (*juridische fusie*) in accordance with article 2:309 of the Dutch Civil Code between ABN AMRO Hypotheken Groep and WoonNexxt Hypotheken B.V. ("**WoonNexxt**") became effective, whereby ABN AMRO Hypotheken Groep as acquiring entity (*verkrijgende rechtspersoon*) acquired by operation of law all assets and liabilities from WoonNexxt as disappearing entity (*verdwijnende rechtspersoon*). Prior to such legal merger becoming effective WoonNexxt acted as Originator under the Programme.

**Introduction**

The Originators under the Programme apply identical rules and procedures in underwriting mortgage loans. The distribution channels vary among the different Originators and include: branches, independent intermediaries, insurance companies, large distribution partners and internet. Acceptance criteria, limits and pricing are determined centrally by ABN AMRO Hypotheken Groep. Stater N.V. acts as a servicer in relation to all Originators. Special servicing is outsourced to Flanderijn B.V and Mender B.V. (formerly known as HypoCasso B.V.) (a 100 % subsidiary of Stater Participations B.V.; Stater Participations is a 100% subsidiary of Stater N.V.).

**Mortgage loan origination, underwriting and servicing**

***Origination***

*Origination channels*

The Originators under the Programme use multiple mortgage origination channels:

- ABN AMRO Bank originates mortgage loans predominantly via retail branches and local intermediary channels using the ABN AMRO Bank brand name.

- ABN AMRO Hypotheken Groep originates mortgage loans primarily via independent intermediaries under its 'Florius' brand. ABN AMRO Hypotheken Groep works intensively with over 2,000 independent mortgage intermediaries, who provide clients with detailed advice on the mortgage and insurance products.

- Moneyou originates loans primarily via its internet website (www.moneyou.nl). This distribution channel enables existing clients to directly request an offer on a mortgage loan and subsequently take out a mortgage loan without visiting an adviser. If required the client can ask for assistance of a mortgage adviser via telephone or computer. As of May 2014 Moneyou is also used for the intermediary channel.

*Offering process and procedures*

The mortgage origination policy (regarding for example, pricing, underwriting, loan limits) is centrally determined by ABN AMRO Hypotheken Groep:

- For origination via branches, locally operating mortgage advisers are authorised to handle standard mortgage applications up to the point of final approval. Overrides and other specific situations are dealt with centrally by ABN AMRO Hypotheken Groep.

- For non-branch origination channels; proposal, offering, completion and acceptance of a mortgage loan is done by ABN AMRO Hypotheken Groep.

A mid-office is centrally organised at ABN AMRO Hypotheken Groep in Amersfoort. This mid-office supports the mortgage specialists during the offering and underwriting process. The mid-office processes, updates and maintains borrower-, loan- and property information into the relevant IT systems and files. The mid-office is also responsible for sending statements and confirmations of offers and loans to clients.

After acceptance of the mortgage application, all back-office activities (such as contact with the civil law notary and collecting the mortgage deeds) are done by Stater Nederland B.V. (a 100 % subsidiary of Stater N.V.).

***Underwriting***

The main focus in underwriting is on affordability, borrower creditworthiness, property type and valuation.

*Underwriting criteria*

The underwriting criteria for mortgage loans for all Originators are set by ABN AMRO Hypotheken Groep and comply with the Code of Conduct and other regulations. Such underwriting criteria include among others the following:

- Credit bureau information: a credit check is performed at BKR. A-codes (negative credit score) will automatically result in a decline of the application. There is an exception for this rule for current borrowers in case certain conditions are met.

- Affordability: the percentage of gross income that indicates the maximum cost of interest and principal instalments to be spent on a mortgage loan is based on the strict criteria of the 'Nibud'-scheme (the "**Woonquote**"). The Woonquote is prescribed by the mortgage Code of Conduct.

- Maximum loan to value: since 1 August 2011, the loan to value ratio was subject to a maximum of 106% (including transfer tax of currently 2%). Since 1 January 2013 this value has decreased annually by 1% until it reached a maximum LTV of 100% (including transfer tax) in January 2018. The loan to value ratio is calculated by dividing the principal amount of the loan by the Market Value.

- Loan purpose, property type: only owner occupied properties are allowed.

- Fraud check: a check is performed via the fraud detection system of the Stichting Fraudebestrijding Hypotheken (SFH)/Externe Verwijzings Applicatie (EVA).

- Redemption type: For new mortgages originated after 1 January 2013 only linear or annuity redemption is allowed in order to benefit from full tax deductibility, except for certain specific cases.

- Additional requirements for self-employed workers (including self-employed workers without personnel (*zelfstandige zonder personeel*)): three years of accounts and tax papers or one year of accounts and tax papers and a forecast. Additionally for self-employed workers with a track record shorter than 3 years a cap (75% or 90%) on the income applies.

- Valuation: for details on the requirement regarding an independent valuation please see the separate section "*property valuation process*" below.

For the purposes hereof, "**Market Value**" means (i) the market value of the relevant Property based on (a) if available, the most recent valuation by an external valuer, or (b) if no valuation is available, the assessment by the Dutch tax authorities on the basis of the WOZ (*Wet Waardering Onroerende Zaken*) at the time of application by the Borrower or (ii) in respect of a Property to be constructed or in construction at the time of application by the Borrower, the construction costs of such Property plus the purchase price of the relevant building lot.

Prior to 2008 ABN AMRO Bank and its subsidiaries have been flexible in accepting exceptions to the mortgage underwriting criteria where appropriate circumstances applied. From 2008 onwards ABN AMRO Hypotheken Groep revised its policy resulting in stricter acceptation criteria and less flexibility to make exceptions to the mortgage underwriting criteria. However, overrides are still possible within the Code of Conduct as long as they are well explained. All overrides of the mortgage underwriting criteria must be approved specifically. The exception criteria are based on a policy set up by ABN AMRO Bank and ABN AMRO Hypotheken Groep.

*Property Valuation Procedures*

Under the current prevailing criteria, properties require a valuation prior to the final approval of the mortgage request. This means that the property concerned is valued by an independent qualified appraiser except:

(i) for further advances where the lender of record is ABN AMRO, if the principal amount of the further advance together with the aggregate principal outstanding amount of all other mortgage receivables secured on the same property does not exceed 85% of the value of the property (calculated on the assessment by the Dutch tax authorities on the basis of the WOZ);

(ii) if a valuation report by an independent qualified appraiser which is not older than six months is available;

(iii) for mortgage loans relating to existing property, if the outstanding principal amount of the relevant mortgage loan together with the aggregate outstanding principal amount of all other mortgage loans secured on the same property does not exceed 90% of the value of the property (as determined by Calcasa); and

(iv) for newly built property by a contractor.

All appraisal reports must be validated by a certified validation institute, be less than six months old, include six recent photographs of the property and contain the following information:

(a) Market Value: since 1 January 2013 the Foreclosure Value is replaced by the Market Value in the appraisal process. The Foreclosure Value tends to be approximately 85% of the Market Value.

(b) reconstruction value: chiefly relevant for homeowner's insurance, this figure is based on the value and the type of property in the event of its destruction.

(c) costs of maintenance: if immediate maintenance work is required, the appraisal should include an estimate of the costs and indicate if the costs will exceed 10% of the Market Value.

A standardised model for appraisal reports has been mandatory in The Netherlands since 2018 and has been updated regularly since then. The purpose is to ensure consistency across all valuations. It is used for appraisals conducted by real estate agents and valuation agencies (*Stichting Certificering voor Makelaars en Taxateurs*). Furthermore, the appraisal report should consist of both a practical appraisal (by the appraiser) and two actualised model-appraisals. The appraiser should explain the difference between the practical and model-appraisals.

*Acceptance and pre-funding controls*

The branches and intermediaries have read-only access to the central mortgage administration. Upon acceptance of a mortgage loan by a borrower the front/mid offices check the information against the customer file and give their final approval. The borrower then receives a draft of the mortgage deed and is able to check the mortgage conditions. The money together with the definite terms of the mortgage deed

are sent to the civil law notary. The civil law notary can only deliver the money after the mortgage deed is duly signed.

*Insurance*

The borrower is required to take out an insurance in respect of the property against risk of fire and other accidental damage for the full restitution of the value thereof. Most well-established insurance companies in The Netherlands are accepted for this purpose.

*Security*

Each mortgage loan is secured in principal by a right of mortgage in the form of a notarial deed, which is duly registered with the Land Registry. When a mortgage deed is first presented for registration an entry to this effect is made to the Land Register. This entry establishes priority over any subsequent claims, encumbrances and attachments, in respect of the relevant property. All the original deeds are stored by the notary and are registered with the Land Registry.

*Servicing*

Stater Nederland B.V. performs the mortgage loan administration and servicing activities for all Originators and is responsible for the technical management of the portfolio, collection of payments, standard accounting routines and initiating procedures for arrears management.

*Payment processing*

The mortgage administration system generates customer statements and monitors monthly payments. Approximately 99% of all payments are received by direct debit, a fully automated collection from the customer's account regardless of whether it is held with ABN AMRO Bank or held at another institution. On a monthly basis the amounts due under the mortgage loans will be debited from the borrower's bank account. If there are insufficient funds credited to this bank account, the direct debit procedure will be repeated a few (2-3) times. The remaining 1% of accounts use self-payments in which the customer must initiate a formal payment request to transfer funds to the mortgage payment account. The term of payment is monthly in arrears.

*Arrears management*

Arrears management on the portfolio is performed via an automated process. On a daily basis, the system checks on payments received and signals missed payments. If a missed payment is detected, the delinquency process starts. The collection process for delinquent loans is divided in early arrear collection and late arrear collection. Early arrears are loans that are in arrears up to ninety (90) days. Late arrears are loans that are in arrear for more than ninety (90) days.

*Early arrear collection process (0 to 90 days)*

The collection process for delinquent loans for less than ninety (90) days is handled by different entities:

- ABN AMRO Credit Services (a department of ABN AMRO Bank) handles early arrear collection in relation to mortgage loans originated by ABN AMRO Bank;

- Mender B.V. (formerly known as HypoCasso B.V.) handles early arrear collection in relation to mortgage loans originated by ABN AMRO Hypotheken Groep and Moneyou.

If a payment has not been received within a specified number of days after the due date for payment (this number differs per Originator), an automatic reminder is generated. The form of this reminder is dependent on the risk of the specific loan and one of three treatment paths is assigned (Low/Mid/High treatment intensity). If an arrangement is made with the customer it is recorded and monitored. If no arrangements are made or arrangements are not honoured, a further reminder will be sent to the client. If this is not successful, the account manager tries to contact the borrower by phone. If this is also not successful, a letter of demand will be sent and the late arrear collection process is started by the special servicer.

*Late arrear collection process (90+ days)*

The management of collections on loans that are delinquent for more than ninety (90) days is outsourced to Flanderijn B.V. or Mender B.V. (formerly known as HypoCasso B.V.):

- Flanderijn B.V. deals with Late Arrear Collections for ABN AMRO Bank N.V.
- Mender B.V. deals with the Late Arrear Collections for ABN AMRO Hypotheken Groep and Moneyou.

An essential right for the lender is to publicly sell the property if the borrower fails to fulfil its obligations (*recht van parate executie*). The Originator does not need to obtain an 'executorial title' (*executoriale titel)* granting permission prior to the sale. If the proceeds from selling the property do not fully cover the claims, the relevant Originator may sell any assets encumbered with the related security. However, before the relevant Originator is entitled to exercise its rights, the borrower has to be notified in writing that he or she is in default and he or she must also be given reasonable time to comply with the claims. However, in order to mitigate losses (write-offs) all 'Collections' departments actively seek to reach an agreement with defaulting customers to sell the property on the free market as opposed to by way of forced auction sale as resulting proceeds are generally (much) higher. In this way, losses for both the lender and the customer are mitigated.

As a general policy, the foreclosure has to be finalised within 12 months of the first arrears, in case of non-paying borrowers. Exceptions, however, are possible based on the local housing market (the average completion times for house sales) and specific customer issues.

Once a borrower has arrears of three consecutive months, the BKR will be notified and the arrears on the mortgage loan will be registered in the borrowers record at the BKR.

*Flanderijn B.V.*

Flanderijn B.V. currently employs approximately 600 employees. The workforce consists of bailiffs, additional bailiffs, lawyers, (senior) customer collection employees, staff employees and facility employees. Flanderijn B.V. has a network of ten offices, one of which is in Belgium. The management is led by a team of judicial officers and non-judicial officers who are all shareholders in the organisation.

Flanderijn B.V. deals with the collection of unpaid debts owed to ABN AMRO Bank and processes defaulted products for ABN AMRO Bank's consumer and small business operations in The Netherlands, including the mortgage business.

The late arrears collections process of Flanderijn B.V. is as follows:

(i) *First*, Flanderijn B.V. makes a last effort to recover the arrear. Flanderijn B.V. sends letters to the borrower.

(ii) If recovery is unsuccessful, the mortgage loan will be declared immediately due and payable by the borrower. The foreclosure process in respect of the relevant property will be initiated. Mitigation of the lender's loss is the key focus in the foreclosure process, and therefore the timing of any sale or auction of the property in question is carefully considered and attempts are made to minimise the loss for both the consumer and ABN AMRO Bank.

(iii) The preferred method of foreclosure and sale of the property is decided based on the valuation report produced. This can either be by way of a private sale or in an auction process. The collections department accepts a private sale if (i) revenues from such private sale are expected to cover the outstanding debt in full, or (ii) it is estimated that the proceeds of a private sale will exceed a regular auction procedure. If the collections department accepts a private sale, the department safeguards that the property is sold. The length of time taken for a private sale depends on local market circumstances.

(iv) In the event of an auction sale, as a general rule, the property is put up for auction by a civil law notary at one of 16 regional auctions in The Netherlands, usually within one month of initiating enforcement of the mortgage security related to the loan on which the borrower has defaulted. The auction itself typically takes place between 2 and 3 months following the civil law notary

commencing the auction process. Auction proceeds are usually received within 6 weeks after the sale of the property. Any provisioned deficits will be collected where possible.

*Mender B.V. (formerly known as HypoCasso B.V.)*

After confirmation by ABN AMRO Hypotheken Groep, Mender B.V. is entitled to execute all relevant collections and foreclosure measures based on a power of attorney. The late collections process of Mender B.V. is as follows:

(i) As soon as an arrears is judged as 'not curable' or in any event when the arrears exceed three consecutive term payments (at the end of the treatment path), the file will be handed over to the 'late collections' department (executed by Mender B.V.).

(ii) If necessary and possible, legal collections measures against the borrower and assets of such borrower will be ordered by the 'late collections' department.

(iii) If abovementioned actions do not cure the arrears a certified real estate agent appraises the property.

(iv) The preferred method of foreclosure and sale of the property is decided based on the valuation report produced. This can either be by way of a private sale or in an auction process. The collections department accepts a private sale if (i) revenues from such private sale are expected to cover the outstanding debt in full, or (ii) it is estimated that the proceeds of a private sale will exceed a regular auction procedure. If the collections department accepts a private sale, the department safeguards that the property is sold. The length of time taken for a private sale depends on local market circumstances.

*Risk Management*

Within ABN AMRO Hypotheken Groep the risk management department and the Credit & Control department are jointly responsible for the risk management of the ABN AMRO Bank mortgage portfolio. The departments actively monitor arrears exceeding 12 months and actively challenges the debt collection process where necessary. In addition, an authorisation policy is in place requiring the approval by the risk management department of ABN AMRO Hypotheken Groep in the event of certain key handling decisions and loss decisions. The risk management department plays an active role in fraud and complex cases.

ABN AMRO Bank N.V. employs special fraud officers and has developed a fraud policy based on its extensive experience in the mortgage industry. ABN AMRO Bank's pro-active approach to delinquencies minimises losses caused by delinquencies and fraud.

## 3.7 SUB-PARTICIPATION

Under each master sub-participation agreement entered into between the CBC, the relevant Participant, the relevant Originator and the Trustee (each a "**Master Sub-Participation Agreement**"), the CBC grants the relevant Participant a Participation in each relevant Savings Receivable or Bank Savings Receivable, as the case may be, in return for the on-payment by the Participant of the relevant Savings and Accrued Savings Interest, as follows.

**Participation**

*First*, the Participant undertakes to pay to the CBC for each Participation Receivable:

(1) on the Participation Date: an amount equal to the Initial Settlement Amount for such Participation Receivable; and

(2) on each subsequent CBC Payment Date an amount equal to: a Further Settlement Amount for such Participation Receivable, unless as a result of such payment the Participation in respect of such Participation Receivable would exceed the Gross Outstanding Principal Balance of such Participation Receivable at such time or, if lower and if such Participation Receivable is a Bank Savings Receivable, the amount standing to the credit of the related Bank Savings Account at such time, in which case only such amount shall be paid as is necessary for such Participation (which includes Accrued Increases) to reach such Gross Outstanding Principal Balance or amount standing to the credit of the related Bank Savings Account, as the case may be.

In return, in relation to each Participation Receivable, the CBC undertakes to pay to the Participant on each CBC Payment Date, the Redemption Amount, if any, received by the CBC in respect of such Participation Receivable since the preceding CBC Payment Date.

If:

(1) a Borrower with respect to a Category 4 Receivable invokes any defence purporting to establish that he may deduct an amount from the Participation Receivable based on (i) any default by the Participant in the performance of any of its obligations under the relevant insurance policy or (ii) the Participant not having paid out all or part of the savings under the relevant insurance policy when due as a result of any set-off or deduction right invoked by the Participant under the relevant insurance policy for the reason that the relevant Originator is not able to return to the Participant any savings kept by the Participant in its account with that Originator;

(2) with respect to Category 4 Receivables originated by ABN AMRO Bank: the Participant, for the reason that the relevant Originator is subject to Insolvency Proceedings, in accordance with the terms of the relevant insurance policy invokes its right to apply any savings kept by the Participant in its account with that Originator on behalf of the relevant Borrower as full or partial repayment of the relevant Savings Loan;

(3) a Borrower with respect to a Bank Savings Receivable invokes any defence purporting to establish that he may deduct an amount from the Participation Receivable based on any default by the Participant in the performance of any of its obligations in respect of the related Bank Savings Account; or

(4) a Borrower with respect to a Bank Savings Receivable invokes a right of set-off, or set-off is applied by operation of law, in respect of any amount standing to the credit of the related Bank Savings Account against the Participation Receivable,

and, in each case, as a consequence thereof, the CBC will not have received such amount in respect of such Participation Receivable, then such amount will be deducted from the relevant Participation.

**Enforcement Notice**

If a CBC Acceleration Notice is served by the Trustee on the CBC, then the Trustee may and, if so directed by the Participant, shall on behalf of the Participant by notice to the CBC:

(1) terminate the obligations of the Participant under the Master Sub-Participation Agreement; and

(2) declare the Participations to be immediately due and payable, provided that such payment obligations shall be limited to the aggregate Redemption Amount received by or on behalf of the CBC or the Trustee under the Participation Receivables.

**Sale of Participation Receivable**

Unless otherwise agreed under a Master Sub-Participation Agreement, if a Participation Receivable is sold by or on behalf of the CBC to the relevant Originator or a third party pursuant to the Trust Deed or the Asset Monitor Agreement, then the CBC will (apart from, for the avoidance of doubt, paying the Redemption Amount in respect of such Participation Receivable in accordance with the relevant Master Sub-Participation Agreement), if so requested by the Participant use reasonable endeavours to ensure that the acquirer of the Participation Receivable will (a) enter into a master sub-participation agreement with the Participant in a form similar to the relevant Master Sub-Participation Agreement or (b) by way of partial take-over of contract take over the relevant Master Sub-Participation Agreement to the extent relating to the Participation associated to the Participation Receivable (in which case the Redemption Amount will be zero).

**Priorities of Payments**

Unless and until:

(1) both an Issuer Acceleration Notice and a Notice to Pay are served; or

(2) a CBC Acceleration Notice is served,

any amount expressed to be payable by or to the CBC under the relevant Master Sub-Participation Agreement shall instead be payable by or to the Issuer in accordance with the Pre-Notice-to-Pay Priority of Payments.

The Post-Notice-to-Pay Priority of Payments will be funded by Available Revenue Receipts and Available Principal Receipts. When calculating the relevant Principal Receipts, certain deductions will be made by reference to the relevant Redemption Amounts, which deducted amounts will not be applied in accordance with the Post-Notice-to-Pay Priority of Payments, but will be credited to the Participation Ledger and be paid to the relevant Participants in accordance with the Administration Agreement and the relevant Master Sub-Participation Agreement. When calculating the relevant Revenue Receipts, certain deductions will be made by reference to the relevant Participation Fractions, with a view to the relevant Increases in the relevant Participations. The equivalent of such Increases is in turn treated as a Principal Receipt, for application in accordance with the Post-Notice-to-Pay Priority of Payments.

Likewise, the Post-CBC-Acceleration-Notice Priorities of Payments will not be funded by amounts which have been received by or on behalf of the CBC and which are required to be credited to the Participation Ledger and paid to Participants on account of Redemption Amounts.

**Further Master Transfer Agreement**

As described in category 4 of the Deduction Risk description (see "Section 4.3 *Master Transfer Agreement*"), a certain Deduction Risk for MTA Receivables may exist, which Deduction Risk, provided that no Notification Event has occurred, may be catered for by a combination of a further master transfer agreement (a "**Further Master Transfer Agreement**") and a Master Sub-Participation Agreement between the relevant insurer, the CBC and the relevant Originator, which would leave the relevant existing Master Transfer Agreement in place and which would in addition provide as follows in relation to the relevant MTA Receivable:

- in respect of savings premium already paid: the insurer sells and by way of silent assignment on-transfers to the CBC such MTA Receivable already transferred to it by the relevant Originator for a purchase price equal to the relevant Initial Settlement Amount. Such MTA Receivable will as a result be reunited with the relevant Transferred Receivable from which it was previously separated. In addition, the CBC will pursuant to the Master Sub-Participation Agreement grant a Participation to such insurer against payment by such insurer to the CBC of the relevant Initial Settlement Amount, which payment will where reasonably possible and without prejudice to the provisions of the Trust Deed be effected by way of set-off against the purchase price as abovementioned. Further details of the Master Sub-Participation Agreement are summarised above; and

• in respect of future payments of savings premium: the CBC will agree to retransfer part of the relevant MTA Receivables back to the relevant Originator by way of silent assignment, for on-transfer by that relevant Originator to the relevant insurer by way of notified assignment, for subsequent on-transfer to the CBC by way of silent assignment. Each abovementioned series of three subsequent assignments takes place on a monthly basis. The Guarantee Support Agreement provides that upon the occurrence of a Notification Event no further retransfers of MTA Receivables by the CBC to the relevant Originator for the purpose of on-transfer of such MTA Receivables by the relevant Originator pursuant to a Master Transfer Agreement will take place. In addition to such Further Master Transfer Agreement, the CBC will pursuant to the related Master Sub-Participation Agreement grant a Participation to such insurer against payment by such insurer to the CBC of the relevant Further Settlement Amount. Further details of the Master Sub-Participation Agreement are summarised above.

No such combination of a Further Master Transfer Agreement and a Master Sub-Participation Agreement as abovementioned is in place as yet.

In relation to a Participation:

"**Accrued Increases**" means the sum of the Increases for all months from the Participation Date;

"**Accrued Savings Interest**" means the sum of the Monthly Interest for all months from the date on which the first Savings were received;

"**Bank Savings Interest Correction**" means for any month:

(i) in the case of a Category 4 Receivable: one (1); and

(ii) in the case of a Bank Savings Receivable the lower of (a) one (1) and (b) the interest rate applicable to the related Bank Savings Account *divided by* the interest rate applicable to such Bank Savings Receivable for such month, both expressed as a percentage per annum;

"**Further Settlement Amount**" means an amount equal to the Savings received by the Participant in the preceding month;

"**Increase**" means for any month:

(the Participation Fraction × I) + FSA,

where (i) "**I**" means the amount of interest actually received by or on behalf of the CBC from the relevant Borrower for such month and (ii) "**FSA**" means the Further Settlement Amount for such month actually received by or on behalf of the CBC;

"**Initial Settlement Amount**" means an amount equal to the sum of all Savings plus Accrued Savings Interest;

"**Monthly Interest**" means for any month:

MIR × (S + AI),

where (i) "**MIR**" means the monthly interest rate applicable in such month (a) in the case of a Category 4 Receivable, to the Participation Receivable or (b) in the case of a Bank Savings Receivable, to the related Bank Savings Account, (ii) "**S**" means the Savings received up to the first day of such month and (iii) "**AI**" means the Accrued Savings Interest up to the first day of such month;

"**Participation**" means, in relation to a Participation Receivable, an amount equal to the sum of (i) the Initial Settlement Amount as at the Participation Date plus (ii) Accrued Increases up to the Gross Outstanding Principal Balance or, if lower and if it concerns a Bank Savings Receivable, the amount standing to the credit of the related Bank Savings Account *minus* (iii) any Redemption Amount paid by the CBC to the Participant;

"**Participation Date**" means the later of the Transfer Date and the date of the relevant Master Sub-Participation Agreement;

"**Participation Fraction**" means, with respect to a Participation Receivable, the Bank Savings Interest Correction *times* the outcome of: the relevant Participation *divided* by the Gross Outstanding Principal Balance of such Participation Receivable;

"**Redemption Amount**" means (i) if the full Gross Outstanding Principal Balance has been repaid or prepaid since the preceding CBC Payment Date: an amount equal to the Participation, (ii) in the case of partial (p)repayment of the Gross Outstanding Principal Balance since the preceding CBC Payment Date: the surplus, if any, of the amount received over the Net Outstanding Principal Balance up to the Participation or (iii) the amount up to the Participation received (a) pursuant to a sale or refinancing pursuant to Clause 6 (*Sale or Refinancing of Selected Assets*) of the Asset Monitor Agreement, unless the corresponding rights and obligations under or pursuant to the relevant Master Sub-Participation Agreement are transferred in connection therewith or (b) pursuant to a foreclosure on, or collection of, any Related Security, to the extent relating to the Gross Outstanding Principal Balance; and

"**Savings**" means with respect to (i) a Category 4 Receivable, the savings part of all premiums received by the Participant from the relevant Borrower under or pursuant to the relevant insurance policy, and (ii) a Bank Savings Receivable, all payments made by the relevant Borrower to the related Bank Savings Account.

## 4. ASSET MONITORING

### 4.1 ASSET COVER TEST

Under the asset monitor agreement entered into between the Issuer, the Administrator, the CBC and the Trustee (the "**Asset Monitor Agreement**") and the Guarantee Support Agreement, the CBC and the Originators, respectively, shall use reasonable endeavours to ensure that as at the end of each calendar month until the service of a Notice to Pay, Issuer Acceleration Notice or CBC Acceleration Notice, the Adjusted Aggregate Asset Amount is an amount at least equal to the euro equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds at the end of such calendar month as calculated on the immediately succeeding Calculation Date (the "**Asset Cover Test**").

If on any Calculation Date it is calculated that the Asset Cover Test is not met at the end of the preceding calendar month, then (i) the CBC (or the Administrator on its behalf) shall immediately notify the Trustee thereof in writing and (ii) the CBC shall request the Originators to transfer 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, as calculated on the immediately succeeding Calculation Date, and if the Asset Cover Test is not met at the end of such calendar month as calculated on the immediately succeeding Calculation Date (such failure to remedy the Asset Cover Test by the end of such calendar month being a "**Breach of the Asset Cover Test**")) it will entitle the Trustee to serve a Notice to Pay under the Guarantee.

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 Monthly Investor Report as the new Asset Percentage as determined in accordance with Clause 3.2 of the Asset Monitor Agreement. 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.

In the "**Administration Agreement**" entered into between the CBC, ABN AMRO Bank as administrator (the "**Administrator**") and the Trustee, the Administrator agrees to prepare monthly investor reports for the CBC including, amongst other things, the relevant calculations in respect of the Asset Cover Test, in the form set out in Schedule 3 to the Administration Agreement (each a "**Monthly Investor Report**") and to deliver the same to the CBC and the Trustee two Business Days prior to each relevant CBC Payment Date. In the Trust Deed, the Trustee agrees to, upon receipt of each Monthly Investor Report, verify whether such Monthly Investor Report states that the Asset Cover Test has been passed or failed and, if failed, whether the following Monthly Investor Report states that the Asset Cover Test has been failed again, meaning that a Breach of the Asset Cover Test shall have occurred.

Under the CB Legislation the Issuer will be required to ensure that, in addition to the Mandatory Liquidity Test, (i) the nominal value of the claims for payment attached to the eligible cover assets (including Transferred Receivables) is at least equal to the nominal value of the obligations under the Covered Bonds, which include repayment of principal, payment of interest, payment obligations under derivative contracts and expected costs related to maintenance and administration for the winding-down of the Programme, in accordance with and as required by article 40g(1) of the Decree, and (ii) the nominal value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation (including by reference to Article 129 CRR)) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds subject to a statutory minimum level of overcollateralisation, which, as at the 2025 Programme Update, is 5 per cent., in accordance with and as required by article 40g(2) of the Decree, in each case as calculated and determined in accordance with the Decree (which is the Mandatory Asset Quantity Test defined in this Securities Note). The Transferred Assets contributing towards compliance with the Asset Cover Test are also used to comply with the Mandatory Asset Quantity Test.

In the Guarantee Support Agreement, each Originator jointly and severally with all other Originators undertakes to upon request of the CBC offer to transfer further Eligible Assets to the CBC. The CBC will only make such a request if it (or the Administrator on its behalf) determines, amongst other things, that the Asset Cover Test or the Mandatory Asset Quantity Test has been breached under the Asset Monitor Agreement.

For the purposes hereof:

"**Adjusted Aggregate Asset Amount**" means A + B + C + D + E – Y;

"**A**" means the lower of:

(a) the sum of all Adjusted Current Balances of all Transferred Receivables. The "**Adjusted Current Balance**" of a Transferred Receivable is the lower of:

  (i) the Current Balance of such Transferred Receivable minus α; and

  (ii) the LTV Cut-Off Percentage of the Indexed Valuation relating to such Transferred Receivable, minus β; and

(b) the Asset Percentage of: the sum of the Current Balance minus α of all Transferred Receivables;

"**α**" means for each Transferred Receivable the lower of its Current Balance and the sum of the following elements, to the extent applicable to it:

(i) if it is a Category 4 Receivable: an amount calculated on the basis of a method notified to the Rating Agencies related to the Savings and Accrued Savings Interest in connection with such Transferred Receivable, provided that no amount will be deducted if and to the extent that a Master Sub-Participation Agreement is effective in relation to the relevant Transferred Receivable;

(ii) if it is a Category 5 Receivable: an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible Deduction Risk;

(iii) if it was used to fund a Construction Deposit: the amount of the Construction Deposit;

(iv) if it was in breach of the Receivable 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;

(v) if it is a Defaulted Receivable: such amount as is necessary to reduce its Current Balance to zero; and/or

(vi) if it is a Bank Savings Receivable: the amount standing to the credit of the related Bank Savings Account, unless it concerns a Participation Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance;

"**β**" means for each Transferred Receivable the lower of (i) the LTV Cut-Off Percentage of its Indexed Valuation and (ii) α minus L. "**L**" means for each Transferred 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 α, L shall equal α;

"**Asset Percentage**" means 92.5% or such lower percentage figure as is determined from time to time in accordance with Clause 3.2 of the Asset Monitor Agreement as described above;

"**LTV Cut-Off Percentage**" means such percentage as is required from time to time for the Covered Bonds to comply with Article 129 CRR, currently being 80% for all Transferred Receivables;

"**B**" means the aggregate amount of all Principal Receipts on the Transferred Receivables up to the end of the immediately preceding Calculation Period which have not been applied in accordance with the Trust Deed;

"**C**" means the aggregate amount of all Transferred Collateral in cash which has not been applied in accordance with the Trust Deed and other than any amounts qualifying under E below;

"**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 Agencies;

"**E**" means the aggregate amount standing to the credit of the Pre-Maturity Liquidity Ledger and the Mandatory Liquidity Ledger;

"**Y**" means, if any of the Issuer's ratings from any Rating Agency falls below any relevant minimum rating as determined to be applicable or agreed by the relevant Rating Agency from time to time, being as at the 2025 Programme Update 'P-1(cr)' (short-term) by Moody's and 'A-' (long-term) and 'F1' (short-term) by Fitch, an additional amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible set-off risk pertaining to deposits exceeding an amount of EUR 100,000 (or such other amount which is not advanced to a Borrower in accordance with the Dutch deposit guarantee scheme (*depositogarantiestelsel*)), other than deposits relating to Bank Savings Loans, maintained by Borrowers with ABN AMRO Bank or any other Originator that engages in the business of, *inter alia*, attracting or accepting deposits (the "**Deposit Amount**"). The Deposit Amount will be adjusted as follows. If the outcome of A(a) is lower than A(b) as described above, the Deposit Amount will be reduced with an amount equal to A(b) minus A(a) provided that the Deposit Amount will always be at least zero. If the outcome of A(a) is higher than A(b) as described above, the Deposit Amount will be reduced with the amount of the Excess Credit Enhancement. "**Excess Credit Enhancement**" means the amount (if any) by which the outcome of A(b) above undercuts the outcome that would have resulted from A(b) above if an Asset Percentage as notified to the Rating Agencies had been used;

"**Index**" means the index of increases or decreases, as the case may be, of house prices in relation to residential properties in The Netherlands, issued by the Land Registry or, as applicable, an external valuation provider (based on automated property valuation models or otherwise), which index is used by the relevant Originator for monitoring the valuation of Properties in accordance with its applicable risk management procedures and policies;

"**Indexed Valuation**" means at any date in relation to any Transferred Receivable secured over any Property:

(a) where the Original Market Value of that Property 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 Property is less than the Price Indexed Valuation as at that date, the Original Market Value plus 85% (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to comply with Article 129 CRR and the Issuer wishes to apply such different percentage, then such different percentage) of the difference between the Original Market Value and the Price Indexed Valuation;

"**Land Registry**" means the relevant Dutch land registry (*Dienst voor het kadaster en de openbare registers*) where the ownership of the relevant Properties together with the Mortgages and any other Adverse Claims thereon are registered;

"**Original Market Value**" in relation to any Property means the market value (*marktwaarde*) given to that Property by the most recent valuation addressed to the Originator that transferred the relevant Transferred Receivable to the CBC; and

"**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.

## 4.2 PRE-MATURITY TEST

The Pre-Maturity Test will only be applicable to Series of HB Covered Bonds issued from time to time. The Pre-Maturity Test is intended to procure liquidity for Series of HB Covered Bonds when the Issuer's ratings fall below a certain level. On each Business Day falling twelve months (or such other minimum period as may be required by a relevant Rating Agency from time to time) or less prior to the Final Maturity Date of any Series of HB Covered Bonds (each a "**Pre-Maturity Test Date**"), provided that no Notice to Pay, Issuer Acceleration Notice or CBC Acceleration Notice has been served, the CBC or the Administrator on its behalf will determine if the Pre-Maturity Test has been failed, and if so, it shall immediately notify the Originators and the Trustee thereof.

If the Issuer's relevant rating from a Rating Agency falls below the relevant Pre-Maturity Minimum Ratings (the "**Pre-Maturity Test**") on a Pre-Maturity Test Date, then that will constitute a failure of the Pre-Maturity Test (but, for the avoidance of doubt, not a Breach of the Pre-Maturity Test).

If on any Pre-Maturity Test Date the Pre-Maturity Test is failed, then (i) the CBC (or the Administrator on its behalf) shall immediately notify the Trustee thereof in writing and (ii) the CBC shall use reasonable endeavours to procure:

(a) a sale or refinancing of Selected Receivables in accordance with the Asset Monitor Agreement with an aggregate Net Outstanding Principal Balance up to at least the Required Redemption Amount of the Series of HB Covered Bonds to which such Pre-Maturity Test relates; or

(b) a transfer of Eligible Collateral to the CBC in accordance with the Guarantee Support Agreement with an aggregate principal amount up to at least the Required Redemption Amount of the Series of HB Covered Bonds to which such Pre-Maturity Test relates, which shall be deemed to be the case without any such transfer if sufficient Eligible Collateral is owned by the CBC which qualifies as surplus under the Asset Cover Test; or

(c) a guarantee in relation to the Issuer's obligations under the Series of HB Covered Bonds to which such Pre-Maturity Test relates, satisfactory to the Rating Agencies; or

(d) a covered bond takeout credit facility agreement (a "**CBTF Agreement**" with any person which is permitted under Dutch law to enter into such CBTF Agreement (the "**CBTF Provider**"), pursuant to which the CBTF Provider will provide a covered bond takeout credit facility (the "**CBT Facility**") in relation to the Issuer's obligations under the Series of HB Covered Bonds to which such Pre-Maturity Test relates, up to the Final Redemption Amount of such Series as set out in the Asset Monitor Agreement; or

(e) a combination of the foregoing in aggregate adding up to an amount equal to the Required Redemption Amount of the Series of HB Covered Bonds to which such Pre-Maturity Test relates.

If (1) the relevant parties have not taken the required remedial action as described above within the earlier to occur of (i) 10 Business Days from the date of notification to the Trustee that the Pre-Maturity Test is failed and (ii) the Final Maturity Date of the Series of HB Covered Bonds to which such Pre-Maturity Test relates, such that by the end of such period, there shall be (a) an amount equal to the Required Redemption Amount of that Series of HB Covered Bonds standing to the credit of the Pre-Maturity Liquidity Ledger (after taking into account the Required Redemption Amount of all other Series of HB Covered Bonds and all Series of SB Covered Bonds which have (in the case of Series of HB Covered Bonds) their Final Maturity Date and (in the case of Series of SB Covered Bonds) their Extended Due for Payment Date prior to or in the same CBC Payment Period as the Final Maturity Date of that Series of HB Covered Bonds) or (b) a guarantee or CBTF Agreement, in either case as described above, obtained or entered into, as the case may be, for an amount equal to the Required Redemption Amount of that Series of HB Covered Bonds or (c) a combination of (a) and (b) above put in place and (2) at such time the Issuer's rating from a Rating Agency still falls below the relevant Pre-Maturity Minimum Ratings, then this will constitute a "**Breach of the Pre-Maturity Test**" entitling the Trustee to serve a Notice to Pay under the Guarantee.

If a CBT Facility is provided in respect of a Series of HB Covered Bonds further to subparagraph (d) above, and if the Issuer fails to repay any amount in respect of that Series of HB Covered Bonds on the scheduled redemption date thereof, the CBC, or the Administrator on its behalf, will be required to draw the CBT Facility and use the proceeds therefrom to repay any amounts due to the Covered Bondholders of that Series

of HB Covered Bonds. Should the CBT Facility be so drawn (or should all or any portion of the CBTF Standby Loan be used to repay principal on any Series of HB Covered Bonds), the CBTF Provider will be deemed, for all purposes under the Transaction Documents, to be the holder of HB Covered Bonds having an aggregate Principal Amount Outstanding equal to the amounts drawn under the CBT Facility or from the CBTF Standby Loan to repay the Covered Bondholders of that Series of HB Covered Bonds, provided that the maturity date of such deemed HB Covered Bonds shall be determined by the Issuer, the CBC, the Trustee, the CBTF Provider and notified to the Rating Agencies.

If the CBTF Provider ceases to have the Pre-Maturity Minimum Ratings at any time, the CBC (or the Administrator on its behalf) will be required to draw the full amount then available under the CBTF Agreement (the amount so drawn being the "**CBTF Standby Loan**") and deposit the same to the AIC Account which amount will be credited to the relevant CBTF Sub-Ledger of the Pre-Maturity Liquidity Ledger.

The CBTF Agreement will provide that recourse of the CBTF Provider against the CBC pursuant to the CBT Facility shall be limited to the Secured Property. If it is decided to implement a CBT Facility, the Transaction Documents will to the extent necessary be amended and the Securities Note will to the extent necessary be updated to reflect this, subject to prior consent in writing from the Trustee and subject to Rating Agency Confirmation.

Failure by the Issuer to pay the full amount due in respect of a Series of HB Covered Bonds on the Final Maturity Date thereof will constitute an Issuer Event of Default.

For the purposes hereof:

"**Pre-Maturity Minimum Ratings**" means a rating as determined to be applicable or agreed by each relevant Rating Agency from time to time in respect of the Issuer, being as at the 2025 Programme Update 'P-1(cr)' (short-term) by Moody's and 'F1' (short-term) by Fitch; and

"**Required Redemption Amount**" means (i) in respect of any relevant Series of HB Covered Bonds, the amount calculated as follows: the aggregate Principal Amount Outstanding of such Series × (1+ (0.005 x (days to the Final Maturity Date of such Series/365))); and (ii) in respect of any relevant Series of SB Covered Bonds, the amount calculated as follows: the aggregate Principal Amount Outstanding of such Series x (1+ (0.005 × (days to the Extended Due for Payment Date of such Series/365))).

## 4.3 AMORTISATION TEST

Under the Asset Monitor Agreement and the Guarantee Support Agreement, the CBC and the Originators, respectively, must ensure that 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 is an amount at least equal to the euro equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds, all as calculated on the immediately succeeding Calculation Date (the "**Amortisation Test**").

If on any Calculation Date following the service of a Notice to Pay it is calculated that the Amortisation Test is not met as per the end of the immediately preceding 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 Trustee thereof, and the Trustee shall be entitled to serve a CBC Acceleration Notice under the Conditions.

Under the CB Legislation the Issuer will be required to ensure that, in addition to the Mandatory Liquidity Test, (i) the nominal value of the claims for payment attached to the eligible cover assets (including Transferred Receivables) is at least equal to the nominal value of the obligations under the Covered Bonds, which include repayment of principal, payment of interest, payment obligations under derivative contracts and expected costs related to maintenance and administration for the winding-down of the Programme, in accordance with and as required by article 40g(1) of the Decree, and (ii) the nominal value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation (including by reference to Article 129 CRR)) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds subject to a statutory minimum level of overcollateralisation, which, as at the 2025 Programme Update, is 5 per cent., in accordance with and as required by article 40g(2) of the Decree, in each case as calculated and determined in accordance with the Decree (which is the Mandatory Asset Quantity Test defined in this Securities Note). The Transferred Assets contributing towards compliance with the Amortisation Test are also used to comply with the Mandatory Asset Quantity Test.

For this purpose:

"**Amortisation Test Aggregate Asset Amount**" means A + B + C;

"**A**" means the sum of all Amortisation Test Current Balances of all Transferred Receivables. The "**Amortisation Test Current Balance**" of a Transferred Receivable is the lower of:

(i) the Current Balance of such Transferred Receivable minus α; and

(ii) the LTV Cut-Off Percentage of the Indexed Valuation relating to such Transferred Receivable, minus β;

"**α**" means for each Transferred Receivable the lower of its Current Balance and the sum of the following elements, to the extent applicable to it:

(i) if it is a Category 4 Receivable: an amount calculated on the basis of a method notified to the Rating Agencies related to the Savings and Accrued Savings Interest in connection with such Transferred Receivable, provided that no amount will be deducted if and to the extent that a Master Sub-Participation Agreement is effective in relation to the relevant Transferred Receivable;

(ii) if it is a Category 5 Receivable: an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible Deduction Risk;

(iii) if it was used to fund a Construction Deposit: the amount of the Construction Deposit;

(iv) if it was in breach of the Receivable 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;

(v) if it is 3 months or more in arrears, 30% of its Current Balance; and/or

(vi) if it is a Bank Savings Receivable: the amount standing to the credit of the related Bank Savings Account, unless it concerns a Participation Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance;

"**β**" means for each Transferred Receivable the lower of (i) the LTV Cut-Off Percentage of its Indexed Valuation and (ii) α minus L. "**L**" means for each Transferred 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 α, L shall equal α;

"**B**" means the amount of any cash standing to the credit of the AIC Account and the principal amount of any Authorised Investments (excluding any Revenue Receipts received in the immediately preceding Calculation Period);

"**C**" means the outstanding principal balance of any Substitution Assets. 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 notified to the Rating Agencies;

"**Authorised Investments**" means any Substitution Asset which is permitted pursuant to the CB legislation provided that such investment meets the following criteria:

(i) euro denominated government securities, euro demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper) provided that (a) in all cases such investments have a remaining maturity date of 30 days or less and mature on or before the next following CBC Payment Date and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have a minimum rating as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'P-1' (short-term) by Moody's and 'F1' (short-term) and 'A-' (long-term) by Fitch and (b) the total exposure to such investments shall not exceed 20% of the (euro equivalent of the) aggregate Principal Amount Outstanding of all Covered Bonds then outstanding;

(ii) euro denominated government securities, euro demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper) provided that in all cases such investments have a remaining maturity date of 364 days or less and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have a minimum rating as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'P-1' by Moody's and 'F1+' (short-term) and 'AA-' (long-term) by Fitch; and

(iii) euro denominated government securities, euro demand or time deposits, certificates of deposit which have a remaining maturity date of more than 364 days and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have a minimum rating as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'Aaa' (long-term) by Moody's and 'AAA' (long-term) by Fitch,

unless the ratings of the Issuer are downgraded below a minimum rating as determined to be applicable or agreed by a relevant Rating Agency from time to time (being as at the 2025 Programme Update 'P-2 (short-term) by Moody's and 'F1' (short-term) and 'A-' (long-term) by Fitch), in which case such investments must have a remaining maturity date of 30 days or less and mature on or before the next following CBC Payment Date; and

"**Structured Swap Rate**" means the currency exchange rate agreed by the CBC and a Structured Swap Provider under any Structured Swap.

## 4.4 SALE OR REFINANCING OF SELECTED ASSETS

The Asset Monitor Agreement provides that the CBC shall sell or refinance Selected Receivables in each of the following circumstances:

(i) prior to the service of an Issuer Acceleration Notice and a CBC Acceleration Notice, in case of a failure of the Pre-Maturity Test in respect of any Series of HB Covered Bonds, if no other remedies are being taken to cure such failure. The proceeds from any such sale or refinancing will, in the case of each Participation Receivable after deduction of an amount equal to the relevant Redemption Amount, be credited to the Pre-Maturity Liquidity Ledger and will be applied to pay the Guaranteed Final Redemption Amount in respect of such Series of HB Covered Bonds; or

(ii) following the service of a Notice to Pay and an Issuer Acceleration Notice, but prior to the service of a CBC Acceleration Notice, if on any date the Earliest Maturing Covered Bonds have, with respect to any Series of HB Covered Bonds only, a Final Maturity Date or, with respect to any Series of SB Covered Bonds only, an Extended Due for Payment Date which falls within twelve months of such date, or such longer term as the Trustee may approve.

The proceeds from any such sale or refinancing will, in the case of each Participation Receivable, after deduction of an amount equal to the relevant Redemption Amount, be credited to the relevant AIC Account Principal Ledger and applied as set out in the Post-Notice-to-Pay Priority of Payments.

In each case the CBC will be obliged to sell or refinance Selected Receivables in the Portfolio in accordance with the Asset Monitor Agreement (as described below), subject to the rights of pre-emption enjoyed by the Originators to purchase the Selected Receivables pursuant to the Guarantee Support Agreement.

If the CBC is required to sell or refinance Selected Receivables as abovementioned, the Asset Monitor Agreement provides that the CBC shall ensure that (a) Selected Receivables will be selected on a random basis as described in the Asset Monitor Agreement and (b) no more Selected Receivables will be selected than are necessary for the estimated sale or refinancing proceeds to equal the Adjusted Required Redemption Amount.

If the CBC is required to sell or refinance Selected Receivables as abovementioned, the CBC will offer the portfolio of Selected Receivables (or part of such portfolio) for sale to Purchasers for the best price, or seek to refinance the portfolio of Selected Receivables (or part of such portfolio) on the best terms, reasonably available but in any event for an amount not less than the Adjusted Required Redemption Amount plus, in the case of Participation Receivables, an amount equal to the aggregate Participations.

If the Selected Receivables have not been sold or refinanced (in whole or in part) in an amount equal to the Adjusted Required Redemption Amount plus, in the case of each Participation Receivable, an amount equal to the relevant Participation by the date which is six months prior to (i) the Final Maturity Date of (in respect of a sale or refinancing in connection with a failure of the Pre-Maturity Test) the relevant Series of HB Covered Bonds or (ii) (in respect of a sale or refinancing following the service of a Notice to Pay for any other reason) the Final Maturity Date (in respect of any Series of HB Covered Bonds only) or the Extended Due for Payment Date (in respect of any Series of SB Covered Bonds only) of the Earliest Maturing Covered Bonds (after taking into account all payments, provisions and credits to be made in priority thereto), then the CBC will (i) offer the Selected Receivables for sale for the best price reasonably available or (ii) seek to refinance the Selected Receivables on the best terms reasonably available, notwithstanding that such amount may be less than the Adjusted Required Redemption Amount plus, in the case of each Participation Receivable, an amount equal to the relevant Participation.

In respect of the sale or refinancing of Selected Receivables following service of a Notice to Pay on the CBC, in addition to offering such Selected Receivables for sale to Purchasers or refinancing such Selected Receivables in respect of the Earliest Maturing Covered Bonds, the CBC (subject to the rights of pre-emption enjoyed by the Originators pursuant to the Guarantee Support Agreement) is under the Asset Monitor Agreement permitted to sell or refinance a portfolio of Selected Receivables, in accordance with the provisions summarised above, in respect of other Series.

Under the Asset Monitor Agreement, if the CBC is required or permitted to sell or refinance Selected Receivables as abovementioned, the CBC is permitted (but not required) to sell to Purchasers or refinance part of any portfolio of Selected Receivables ("**Partial Portfolio**"). Except in circumstances where the

Partial Portfolio of Selected Receivables is being sold or refinanced within six months of the Final Maturity Date (in respect of any Series of HB Covered Bonds only) or the Extended Due for Payment Date (in respect of any Series of any Series of SB Covered Bonds only) of the Series to be repaid from such proceeds (in which case a minimum sale price or best refinancing terms as described above shall apply *mutatis mutandis*), the sale price or refinancing terms of the Partial Portfolio shall be at least an amount equal to that part of the relevant Adjusted Required Redemption Amount (plus, for each Participation Receivable included in such Partial Portfolio, an amount equal to the relevant Participation) which bears the same proportion to such Adjusted Required Redemption Amount (plus, for each Participation Receivable included in such Partial Portfolio, an amount equal to the relevant Participation) as the aggregate Current Balance of the Partial Portfolio (plus, for each Participation Receivable included in such Partial Portfolio, an amount equal to the relevant Participation) bears to the aggregate Current Balance of the relevant entire portfolio of Selected Receivables (plus, for each Participation Receivable included in such entire portfolio, an amount equal to the relevant Participation).

With respect to the contemplated sale or refinancing of Selected Receivables referred to above, the CBC will through a tender process appoint a portfolio manager of recognised standing on a basis intended to incentivise the portfolio manager to achieve the best price for the sale or the best terms for the refinancing of the Selected Receivables (if such terms are commercially available in the market) to advise it in relation to the sale or refinancing of the Selected Receivables to Purchasers (except where the Originators are buying the Selected Receivables in accordance with their right of pre-emption in the Guarantee Support Agreement). The terms of the agreement giving effect to the appointment in accordance with such tender shall be approved by the Trustee.

In respect of any purchase or refinancing of Selected Receivables following the service of a Notice to Pay and an Issuer Acceleration Notice, pursuant to subparagraph (ii) at the beginning of this Section 4.4, but prior to the service of a CBC Acceleration Notice, the CBC will instruct the portfolio manager to use all reasonable endeavours to procure that Selected 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 of the Guarantee Support Agreement and the Asset Monitor Agreement.

The terms of any sale and purchase agreement with respect to the sale of Selected Receivables or the terms of any refinancing will be subject to the prior written approval of the Trustee.

If Purchasers accept the offer or offers from the CBC, then the CBC will, subject to the foregoing paragraph, enter into a sale and purchase agreement with the relevant Purchasers which will require amongst other things a cash payment from the relevant Purchasers.

Any such sale or any refinancing will not include any representations or warranties from the CBC in respect of the Selected Receivables unless expressly agreed by the Trustee.

After a CBC Acceleration Notice has been served on the CBC, the Trustee may institute such proceedings or take such action as it thinks fit against the Issuer and the CBC to enforce its rights under the Trust Deed and the Security Documents in accordance with the terms of the Trust Deed.

**Sale of Substitution Assets**

The Asset Monitor Agreement provides that the CBC (or the Administrator on its behalf) shall sell all Substitution Assets as quickly as reasonably practicable, subject to the pre-emption rights enjoyed by the Originators pursuant to the Guarantee Support Agreement, in each of the following circumstances:

(i) following service of an Issuer Acceleration Notice and a Notice to Pay; or

(ii) upon a downgrade of the Issuer's ratings below the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'P-2' (short-term) by Moody's.

For the purposes hereof:

"**Adjusted Required Redemption Amount**" means an amount equal to the euro equivalent of:

(a) in respect of Selected Receivables being sold or refinanced pursuant to a failure of the Pre-Maturity Test in respect of any Series of HB Covered Bonds, the Required Redemption Amount of such Series of HB Covered Bonds less amounts standing to the credit of the Pre-Maturity Liquidity Ledger that are not otherwise required to provide liquidity for any Series of HB Covered Bonds which have their Final Maturity Date prior to or in the same CBC Payment Period as the Final Maturity Date of such Series of HB Covered Bonds; or

(b) in respect of Selected Receivables being sold or refinanced following the service of a Notice to Pay and an Issuer Acceleration Notice, but prior to the service of a CBC Acceleration Notice, pursuant to subparagraph (ii) at the beginning of this Section 4.4, the Required Redemption Amount of the Earliest Maturing Covered Bonds less amounts standing to the credit of the AIC Account and the principal amount of any Authorised Investments and Substitution Assets (excluding all amounts to be applied on the following CBC Payment Date to repay higher ranking amounts in the Post-Notice-to-Pay Priority of Payments and those amounts that are required to repay any Series of HB Covered Bonds or SB Covered Bonds, respectively, which have (in the case of Series of HB Covered Bonds) their Final Maturity Date or (in the case of Series of SB Covered Bonds) their Extended Due for Payment Date prior to or in the same CBC Payment Period as the Final Maturity Date of the relevant Series of HB Covered Bonds or the Extended Due for Payment Date of the relevant Series of SB Covered Bonds, respectively);

"**Earliest Maturing Covered Bonds**" means at any time the relevant Series of HB Covered Bonds or SB Covered Bonds, respectively, that has the earliest Final Maturity Date or Extended Due for Payment Date, respectively, 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); and

"**Purchaser**" means any third party or any Originator to whom the CBC offers to sell Selected Receivables pursuant to the Asset Monitor Agreement.

## 4.5 ASSET MONITOR AND COVER POOL MONITOR

Under the terms of an asset monitor appointment agreement currently made between EY Accountants B.V. (the "**Asset Monitor**"), the CBC, the Administrator, the Issuer and the Trustee (the "**Asset Monitor Appointment Agreement**"), the Asset Monitor has been appointed to conduct certain agreed upon procedures on the arithmetic accuracy of the calculations performed by the Administrator in respect of the Asset Cover Test and the Amortisation Test. EY Accountants B.V. replaced Ernst & Young Accountants LLP as Asset Monitor as from the 2024 Programme Update by way of contract transfer (*contractsoverneming*).

The Dutch legislator has elected to implement article 13 of the Covered Bond Directive and requires the appointment of a cover pool monitor. Pursuant to the CB Legislation a cover pool monitor is to be appointed before the first issuance of Covered Bonds which must at least on an annual basis check compliance with the CB Legislation in accordance with article 40n of the Decree. The Issuer has confirmed in the Asset Monitor Agreement that various internal departments including the internal audit department within ABN AMRO Bank N.V. have been appointed and designated with the responsibility to function as internal cover pool monitor for the purpose of article 40n, paragraph 2 of the Decree to monitor on an annual basis compliance with articles 3:33b and 3:33ba of the Wft and articles 40e up to and including 40m (other than articles 40g and 40k) of the Decree, in each case in accordance with the requirements set forth in article 40n, paragraphs 1 and 2 of the Decree (as further clarified in the explanatory notes thereto). The Issuer will ensure that it will comply with the requirements set out in paragraphs 2 and 3 of article 40n of the Decree.

The Issuer and the CBC have appointed the Asset Monitor under the terms of the Asset Monitor Appointment Agreement in accordance with paragraphs 2 and 3 of article 40n of the Decree to conduct agreed upon procedures with respect to articles 40g and 40k of the Decree on an annual basis (regardless whether the Issuer would be subjected to bankruptcy or resolution measures at such time). Under the terms of the Asset Monitor Appointment Agreement, the Asset Monitor has accordingly undertaken to perform agreed upon procedures in respect of the calculations of these legislative asset coverage (including overcollateralisation) and liquidity buffer tests (i.e. the Mandatory Asset Quantity Test and Mandatory Liquidity Fund).

**Asset Cover Test and Amortisation Test**

The Asset Monitor will within five Business Days upon receipt of the relevant information conduct such agreed upon procedures (i) in respect of the Asset Cover Test carried out by the Administrator on the Calculation Date immediately preceding each anniversary of the Programme Date; and (ii) in respect of the Amortisation Test carried out by the Administrator on each Calculation Date. If and for so long as the ratings of the Issuer or the Administrator fall below the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'Baa3(cr)' by Moody's and 'BBB-' by Fitch, respectively, the Asset Monitor will be required to conduct such agreed upon procedures in respect of the Asset Cover Test carried out by the Administrator on each Calculation Date unless and until the Administrator and the Issuer regain the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, following which the relevant agreed upon procedures will be conducted by the Asset Monitor in accordance with the first part of this paragraph.

Following the report of factual findings by the Asset Monitor on the calculations performed by the Administrator such that (a) the Asset Cover Test has been failed as at the end of a calendar month (where the Administrator had recorded it as being satisfied) or (b) the Adjusted Aggregate Asset Amount or the Amortisation Test Aggregate Asset Amount is misstated by an amount exceeding 1 per cent. of the Adjusted Aggregate Asset Amount or the Amortisation Test Aggregate Asset Amount, as applicable, all as at the end of the relevant calendar month, the Asset Monitor will be required to conduct such agreed upon procedures for each of the four consecutive Calculation Dates thereafter.

The results of the agreed upon procedures conducted by the Asset Monitor in respect of the Asset Cover Test or, as applicable, the Amortisation Test will be delivered to the Administrator, the CBC, the Issuer, the Trustee and the Rating Agencies (the "**Asset Monitor Report**") in accordance with the Asset Monitor Appointment Agreement. If the calculations performed by the Administrator have not been performed correctly, the Asset Monitor Report shall (i) set out the correct calculation of the Asset Cover Test or Amortisation Test, as applicable (ii) indicate whether the Asset Cover Test or Amortisation Test, as applicable, has been passed or failed and (iii) set out the result of such correct calculation together with the

incorrect calculation and the result of such incorrect calculation as carried out by the CBC (or the Administrator on its behalf).

**General**

The Asset Monitor is entitled, in the absence of manifest error, to assume that all information provided to it by the Administrator for the purpose of conducting such tests is true and correct and is complete and not misleading, and is not required to conduct a test or otherwise take steps to verify the accuracy of any such information.

Under the terms of the Asset Monitor Appointment Agreement the CBC will pay to the Asset Monitor a fee per agreed upon procedure for the tests to be performed by the Asset Monitor.

The CBC may, at any time, but subject to the prior written consent of the Trustee, terminate the appointment of the Asset Monitor by providing at least 30 days' prior written notice to the Asset Monitor, provided that such termination may not be effected unless and until a replacement asset monitor has been found by the CBC (such replacement to be approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

The Asset Monitor may, at any time, resign from its appointment under the Asset Monitor Appointment Agreement upon providing the CBC and the Trustee (copied to the Rating Agencies) with 60 days' prior written notice provided that such resignation may not be effected unless and until a replacement has been found by the CBC (such replacement to be approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

If a replacement asset monitor has not been found by the CBC within 60 days of notice of resignation by the Asset Monitor, the Asset Monitor shall immediately use its best endeavours to propose a replacement (such replacement to be approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

In the Trust Deed the Trustee agrees to, upon receipt of each Monthly Investor Report, verify whether it states that the Asset Cover Test or the Amortisation Test, as the case may be, has been passed or failed.

## 5. SERVICING AND CUSTODY

### 5.1 SERVICING

Pursuant to the terms of a servicing agreement entered into on the Programme Date and between the CBC, the Initial Originators, ABN AMRO Bank (as Issuer and in its capacity as servicer, the "**Initial Servicer**") and the Trustee (the "**Initial Servicing Agreement**"), the Initial Servicer has agreed to service on behalf of the CBC the Portfolio, unless any New Originator and the Initial Servicer agree that such New Originator or a third party servicer shall act as servicer in relation to Eligible Receivables transferred by such New Originator to the CBC subject to fulfilling the Servicer Criteria (as described below).

If the Initial Servicer is to service the Eligible Receivables transferred by such New Originator, this will be provided for through an amendment to the Initial Servicing Agreement. If it is agreed that the New Originator or third party servicer will service, on behalf of the CBC, the New Receivables transferred by such New Originator to the CBC, then a servicing agreement will be entered into between such New Originator or third party servicer, as applicable, (in its capacity as servicer, the "**New Servicer**" and, together with the Initial Servicer and any other New Servicer, a "**Servicer**"), the CBC and the Trustee on substantially the same terms as the Initial Servicing Agreement so that each New Servicer has substantially the same rights and obligations as the Initial Servicer (each a "**New Servicing Agreement**" and, together with the Initial Servicing Agreement, a "**Servicing Agreement**").

Each Servicer will be required to:

(i) administer the relevant Transferred Receivables in accordance with the relevant Originator's Lending Criteria and the relevant Servicing Agreement;

(ii) collect as agent for the CBC and, following the occurrence of a CBC Event of Default, for the Trustee, all amounts due in respect of each Transferred Receivable; and

(iii) use all reasonable endeavours to collect all payments due under or in connection with the Transferred Receivable and to enforce all covenants and obligations of each Borrower in accordance with the Enforcement Procedures and take such action as is not materially prejudicial to the interest of the CBC and in accordance with such actions that a Reasonable Prudent Lender would undertake.

Each Servicer will have the power to exercise the rights, powers and discretions and to perform the duties of the CBC in relation to the Receivables that it is servicing pursuant to the terms of the relevant Servicing Agreement, and to do anything which it reasonably considers necessary or convenient or incidental to the administration of those Receivables.

Each Servicer has undertaken or will undertake, as the case may be, to, amongst other things, perform the services listed below (the "**Services**") in relation to those Receivables that it is servicing, and to:

- assist the Administrator in the preparation of a Monthly Investor Report in accordance with the Administration Agreement and deliver to the CBC and the Trustee two Business Days prior to the last CBC Payment Date of the relevant month all portfolio characteristics and other information (in a form and with such content as agreed between the Initial Servicer and the CBC (or the Administrator on its behalf)) relating to the Receivables reasonably required to complete the relevant Monthly Investor Report;
- keep records and books of account on behalf of the CBC in relation to the Transferred Receivables;
- notify relevant Borrowers of any change in their payments;
- assist the auditors of the CBC and provide information to them upon reasonable request;
- notify relevant Borrowers of any other matter or thing which the applicable Loan Agreement require them to be notified of in the manner and at the time so required;
- subject to the provisions of the relevant Servicing Agreement take all reasonable steps to recover all sums due to the CBC including without limitation by the institution of proceedings and/or the enforcement of any Transferred Receivable;

- to the extent permitted under applicable data protection and other laws provide on a timely basis to the Rating Agencies all information on the Borrowers and the Loan Agreements which is reasonably required in order for the Rating Agencies to be able to establish their credit estimates on Borrowers at all reasonable times upon reasonable notice subject to the relevant Servicer being reasonably capable of providing such information without significant additional cost;

- make all calculations and render all other services required for compliance with the Master Sub-Participation Agreements;

- take all other action and do all other things which it would be reasonable to expect a Reasonable Prudent Lender to do in administering its Loan Agreements and their Related Security; and

- act as collection agent on behalf of the CBC in accordance with the provisions of the Servicing Agreement.

In addition, the Servicing Agreement provides that following notification to the relevant Borrowers of the assignment of the Receivables, the Servicer, acting on behalf of the CBC, will only offer the relevant Borrowers of at least 1.50 per cent. per annum (the "**Minimum Mortgage Interest Rate**"), which rate may be amended by the CBC and the Issuer, subject to Rating Agency Confirmation and prior consent of the Trustee, subject to the Loan Agreement and to applicable law (including but not limited to principles of reasonableness and fairness).

The Initial Servicer will represent and warrant that it is, and covenants that it shall remain, adequately licensed under the Wft to act as consumer credit offeror or intermediary and covenants to comply with the information duties towards the Borrowers under or pursuant to the Wft. Furthermore, the Initial Servicer will covenant that it shall only engage any sub-contractor with due observance of the applicable rules under the Wft. The Initial Servicer may only terminate the Initial Servicing Agreement if a New Servicer has been appointed prior to such termination which holds the requisite licences, including being duly licensed under the Wft to act as consumer credit offeror or intermediary.

The Initial Servicer also undertakes that with respect to Moody's (for so long as it is a Rating Agency) and Fitch (for so long as it is a Rating Agency) within 60 days, of the Initial Servicer ceasing to be assigned a rating as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update at least 'Baa3(cr)' by Moody's and 'BBB-' by Fitch, it will use reasonable efforts to enter into a master servicing agreement with a third party in accordance with the terms of the Initial Servicing Agreement.

The CBC will pay to the Initial Servicer a servicing fee of 0.08% per annum (inclusive of VAT) of the aggregate Gross Outstanding Principal Balance of the Transferred Receivables serviced by the Initial Servicer in accordance with the Initial Servicing Agreement as of the beginning of the relevant Calculation Period. Fees payable to New Servicers and/or the Initial Servicer acting as Servicer in respect of Receivables transferred by New Originators to the CBC will be determined on the date that they accede to the Programme.

Furthermore, in connection with the role of the Initial Servicer to collect as agent for the CBC and, following the occurrence of a CBC Event of Default, for the Trustee, all amounts due in respect of each Transferred Receivable, the following is relevant.

Until a Notification Event has occurred and all Borrowers owing Transferred Receivables have been notified of the assignment of the Transferred Receivables and instructed to make all payments under the Transferred Receivables directly to the AIC Account or such other account as the Trustee or the CBC may designate for such purpose in accordance with the Guarantee Support Agreement, all payments by the Borrowers are required to be made into a bank account held with:

(a) ABN AMRO Bank in the name of ABN AMRO Bank in respect of Loans originated by ABN AMRO;

(b) ABN AMRO Bank in the name of ABN AMRO Hypotheken Groep B.V. in respect of Loans originated by ABN AMRO Hypotheken Groep; and

(c) ABN AMRO Bank in the name of Moneyou B.V. ("**Moneyou**") in respect of Loans originated by Moneyou,

(such bank accounts together with any other bank account in the name of a relevant Initial Originator into which payments in respect of Loans originated by such Initial Originator are to be made, the "**Collection Accounts**"). The Collection Accounts will also be used for the collection of monies paid in respect of Loans other than Loans relating to Transferred Receivables and in respect of other monies belonging to the relevant Initial Originator.

Pursuant to the Initial Servicing Agreement, the Initial Servicer has agreed to pay (or cause to be paid) any monies collected in respect of the Transferred Receivables (a) in any calendar month, to the relevant Originator no later than the 8th Business Day of the subsequent calendar month for as long as no Notification Event has occurred and no Notice to Pay or CBC Acceleration Notice has been served or (b) within two Business Days of receipt (i) to the AIC Account following a Notification Event or service of a Notice to Pay (but prior to service of a CBC Acceleration Notice) or (ii) to an account specified by the Trustee following service of a CBC Acceleration Notice.

"**Enforcement Procedures**" means the procedures for the enforcement of the Receivables undertaken by a Servicer from time to time in accordance with the relevant Originator's Lending Criteria; and

"**New Receivables**" means Eligible Receivables, other than the Eligible Receivables comprised in the Initial Portfolio, which an Originator may assign and transfer, to the CBC on a Transfer Date following the First Transfer Date pursuant to the Guarantee Support Agreement.

## 5.2 SERVICERS

The CBC and the Trustee may, upon written notice to the relevant Servicer and the Rating Agencies, terminate the relevant Servicer's rights and obligations immediately if any of the following events (a "**Servicer Event of Default**") occurs:

- the relevant Servicer defaults in the payment of any amount due to the CBC under the relevant Servicing Agreement and fails to remedy that default for a period of 7 days after the earlier of the relevant Servicer becoming aware of the default and receipt by the relevant Servicer of written notice from the Trustee or the CBC requiring the same to be remedied;

- the relevant Servicer fails to comply with any of its other obligations under the Servicing Agreement which failure in the opinion of the Trustee is materially prejudicial to Covered Bondholders and does not remedy that failure within 14 days after the earlier of the relevant Servicer becoming aware of the failure and receipt by the relevant Servicer of written notice from the Trustee or the CBC requiring the same to be remedied;

- the relevant Servicer is subjected to Insolvency Proceedings; or

- at any time it becomes unlawful for the relevant Servicer to perform all or a material part of its obligations under the relevant Servicing Agreement or the relevant Servicer ceases to be duly licensed to act as consumer credit offeror or intermediary pursuant to the Wft.

Subject to the fulfilment of a number of conditions, a Servicer may voluntarily resign by giving not less than 12 months' notice to the Trustee and the CBC provided that a substitute servicer which meets the Servicer Criteria has been appointed and enters into a servicing agreement with the CBC which meets the relevant requirements of the Applicable Data Protection Laws and is otherwise substantially on the same terms as the Initial Servicing Agreement. The resignation of a Servicer is conditional on the resignation having no adverse effect on the then current ratings of the Covered Bonds unless the Covered Bondholders agree otherwise by a Programme Resolution.

If the appointment of a Servicer is terminated, the relevant Servicer must deliver the Borrower Files and other documentation held by it relating to the Transferred Receivables administered by it to, or at the direction of, the CBC. The relevant Servicing Agreement will terminate at such time as the CBC has no further interest in any of the Transferred Receivables serviced under the relevant Servicing Agreement.

A Servicer may sub-contract the performance of its duties under the Servicing Agreement provided that it meets conditions as set out in the relevant Servicing Agreement. As at the 2025 Programme Update, the Initial Servicer has sub-contracted the performance of its duties under the Initial Servicing Agreement to Stater.

Each new Servicer and any assignee or transferee of an existing Servicer will have to fulfil, amongst other things, the following criteria (the "**Servicer Criteria**"):

(a) it has experience with and is capable of administering portfolios of residential mortgage loans in The Netherlands, complies with Rating Agency servicer criteria and is approved by the CBC and the Trustee;

(b) it enters into an agreement which meets the relevant requirements of the Applicable Data Protection Laws and is otherwise substantially on the same terms as the Initial Servicing Agreement;

(c) it has all necessary consents, licences, authorities and approvals required under the laws of The Netherlands (including the Wft) which may be necessary in connection with the performance of the Services; and

(d) the then current ratings of the Covered Bonds are not adversely affected by the appointment of the new Servicer.

For the purposes of this Section:

"**Applicable Data Protection Laws**" means (i) the EU General Data Protection Regulation (EU) 2016/679 and (ii) any applicable European Union or Member State law relating to data protection or the privacy of individuals.

## 5.3 CUSTODY

If Substitution Assets are transferred to the CBC, the CBC will appoint a custodian to provide custody services in relation to such Substitution Assets. The Substitution Assets will be serviced in accordance with a custody agreement, the terms and conditions of which will be agreed with the Trustee to be entered into with an eligible custodian (the "**Custody Agreement**").

## 6. SWAPS

In order to hedge certain interest rate, currency or other risks in respect of amounts received by the CBC under the Transferred Receivables, the AIC Accounts, the Authorised Investments and the Substitution Assets and/or amounts payable by the CBC under the Guarantee to the Covered Bondholders in respect of the Covered Bonds, the CBC has entered into certain, and may enter into further, swap transactions with one or more Swap Providers, including, a total return swap transaction, interest rate swap transactions and structured swap transactions.

The CBC is only permitted to enter into Swap Agreements and transactions thereunder with either (a) ABN AMRO Bank or (b) third party Eligible Swap Providers, as the case may be (each a "**Swap Provider**"). All such Swap Agreements will be required to be either in Approved Form or in form and substance acceptable to each of the CBC, the Trustee and subject to Rating Agency Confirmation. A Swap Agreement may govern the terms of the Total Return Swap and/or one or more Interest Rate Swaps and/or one or more Structured Swaps. There is no requirement for the CBC or the relevant Eligible Swap Provider to enter into a Swap Agreement for each Swap separately.

In the Swap Undertaking Letter ABN AMRO Bank undertakes to, or to procure an Eligible Swap Provider to, enter into one or more (as agreed between the CBC and such Eligible Swap Provider) Swap Agreements with the CBC governing (a) Structured Swap(s) for each Series if (i) a Notification Event occurs, (ii) a Notice to Pay or CBC Acceleration Notice is served, (iii) the rating(s) of ABN AMRO Bank are, or fall, below the minimum rating(s) set for an Eligible Swap Provider for Structured Swaps or (iv) the unsecured, unsubordinated and unguaranteed debt obligations of ABN AMRO Bank are rated lower than 'F1' (short-term) and 'A-' (long-term) from Fitch (or any other minimum rating as determined to be applicable or agreed by Fitch from time to time (in which case Structured Swaps will be required) or (b) one or more Total Return Swap(s) and/or one of more Interest Rate Swap(s) for any Series if so requested by the CBC.

Pursuant to the provisions of the Trust Deed and the Swap Agreements, regardless of whether a Notification Event has occurred, unless and until (a) both an Issuer Acceleration Notice and a Notice to Pay are served or (b) a CBC Acceleration Notice is served, all amounts to be paid and received by the CBC under any Swap Agreement will be paid and received on behalf of the CBC by the Issuer. However, any amounts of collateral payable by a relevant Swap Provider to the CBC (or, returned by the CBC to the relevant Swap Provider, as the case may be) will be paid directly by the relevant Swap Provider to the CBC (or by the CBC to the relevant Swap Provider, as the case may be), regardless of whether an Issuer Acceleration Notice, Notice to Pay or CBC Acceleration Notice is served or whether a Notification Event has occurred.

Pursuant to the Trust Deed, to the satisfaction of the Issuer, the CBC and the Trustee (in each case, acting reasonably), the Issuer and the CBC shall procure that all Swap Agreements entered into pursuant to the Swap Undertaking Letter shall comply with article 40j of the Decree.

**Minimum Rating of Swap Provider**

Unless otherwise agreed (subject to Rating Agency Confirmation), under the terms of each Swap Agreement, in the event that the rating(s) of the Swap Provider is below, or is downgraded by a Rating Agency below, the minimum rating(s) specified in the relevant Swap Agreement for that Swap Provider (in accordance with the requirements of the relevant Rating Agency), that Swap Provider must, in accordance with the relevant Swap Agreement, be required to take certain remedial measures which may include:

(a) providing collateral for its obligations under the Swap Agreement;

(b) arranging for its obligations under the relevant Swap Agreement to be transferred to an entity with the ratings required by the relevant Rating Agency;

(c) procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under the Swap Agreement; or

(d) taking such other action or putting in place such alternative hedging as it may agree with the relevant Rating Agency (subject to Rating Agency Confirmation).

Also, under the terms of a Swap Agreement, a failure to take such steps within the time periods specified in the Swap Agreement will allow the CBC to terminate such transaction evidenced by the Swap Agreement.

**Other Termination Events**

A transaction evidenced by a Swap Agreement may also be terminated early in certain other circumstances, including:

(a) at the option of either party to the Swap Agreement, if there is a failure by the other party to pay any amounts due under such Swap Agreement and any applicable grace period has expired;

(b) upon the occurrence of an insolvency of the Swap Provider, or any guarantor, or the merger of one of the parties without an assumption of the obligations under the relevant Swap Agreement (except in respect of the security interests created by the CBC in favour of the Trustee in accordance with the Security Documents);

(c) if there is a change of law or change in application of the relevant law which results in the CBC or the Swap Provider (or both) being obliged to make a withholding or deduction on account of a tax on a payment to be made by such party to the other party under the Swap Agreement and the Swap Provider thereby being required under the terms of the Swap Agreement to gross up payments made to the CBC, or to receive net payments from the CBC (which is not required under the terms of the Swap Agreement to gross up payments made to the Swap Provider); and

(d) if there is a change in law which results in the illegality of the obligations to be performed by either party under the Swap Agreement.

Upon the termination of a transaction evidenced by a Swap Agreement, the CBC or the relevant Swap Provider may be liable to make a termination payment to the other party in accordance with the provisions of the relevant Swap Agreement. The amount of this termination payment will be calculated and made in euro.

For the purpose hereof:

"**ABN AMRO Swap Agreement**" means the 1992 (Multicurrency - Cross Border) ISDA Master Agreement together with the relevant schedule and confirmation(s) entered into between ABN AMRO Bank N.V. as Swap Provider, the CBC and the Trustee and dated as of 30 August 2005 (as most recently amended and restated on 17 July 2013), governing Structured Swaps and, if applicable, any Total Return Swap or any Interest Rate Swap;

"**Approved Form**" means a 1992 Multicurrency - Cross Border or 2002 ISDA Master Agreement, Schedule and Credit Support Annex thereto and confirmation in a form attached to the Swap Undertaking Letter, as amended from time to time by agreement of the Trustee, the CBC and the relevant Swap Provider (subject to Rating Agency Confirmation in respect of any such amendment);

"**Eligible Swap Provider**" means a financial institution which is permitted under Dutch law to enter into derivative contracts with Dutch residents and whose unsecured, unsubordinated and unguaranteed debt obligations are rated not lower than:

(a) in the case of the Total Return Swap, the ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update (if no remedial action would be taken as provided for in the relevant Swap Agreement) 'P-2(cr)' (short-term) and 'F3' (short-term) from Moody's and Fitch, respectively, and 'A3(cr)' (long-term) and 'BBB-' (long-term) from Moody's and Fitch, respectively;

(b) in the case of a Structured Swap, the ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update (if no remedial action would be taken as provided for in the relevant Swap Agreement) 'P-2(cr)' (short-term) and 'F3' (short-term) from Moody's and Fitch, respectively, and 'A3(cr)' (long-term) and 'BBB-' (long-term) from Moody's and Fitch, respectively; and

(c) in the case of an Interest Rate Swap, the ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update (if no remedial action would be taken as provided for in the relevant Swap Agreement) 'P-2(cr)' (short-term) and 'F3' (short-term) from Moody's and Fitch, respectively, and 'A3(cr)' (long-term) and 'BBB-' (long-term) from Moody's and Fitch, respectively;

"**Swap Agreements**" means a 1992 (Multicurrency Cross Border) or 2002 ISDA Master Agreement together with the relevant schedule and confirmation(s) entered into between a Swap Provider, the CBC and the Trustee, governing one or more Swaps in the Approved Form, including the ABN AMRO Swap Agreement, each Total Return Swap Agreement, each Interest Rate Swap Agreement and each Structured Swap Agreement;

"**Swap Undertaking Letter**" means a letter pursuant to which ABN AMRO Bank, the Trustee and the CBC agree that ABN AMRO Bank shall enter into (or procure an Eligible Swap Provider to enter into) Interest Rate Swaps and/or Structured Swaps in the Approved Form; and

"**Swap Provider Default**" means the occurrence of an Event of Default or Termination Event (each as defined in each of the relevant Swap Agreements) where the relevant Swap Provider is the Defaulting Party or the sole Affected Party (each as defined in the relevant Swap Agreement).

## 6.1 TOTAL RETURN SWAP

In order to hedge the risk of possible mismatches, on a monthly basis between:

(a) the rates of interest or revenues on the Transferred Receivables, the Authorised Investments, the Substitution Assets and the balance of the AIC Account; and

(b) the Agreed Base Reference Rate,

the CBC, ABN AMRO Bank (in its capacity as total return swap provider, the "**Total Return Swap Provider**") and the Trustee (in respect of certain provisions) entered into the ABN AMRO Swap Agreement and may enter into a total return swap transaction (the "**Total Return Swap**" and together with the ABN AMRO Swap Agreement, the "**Total Return Swap Agreement**").

A Total Return Swap may be entered into by the CBC, in respect of all or part of the Transferred Receivables, Authorised Investments and Substitution Assets acquired by the CBC from time to time and the balance of the AIC Account from time to time, in order to hedge certain interest rate and revenue risks in respect of such Transferred Receivables, Authorised Investments, Substitution Assets and the balance of the AIC Account.

The ABN AMRO Swap Agreement provides that in case of a sale or refinancing of Selected Receivables, the prospective purchaser of such Selected Receivables (provided that such purchaser has been approved by the Total Return Swap Provider) has the option to elect for the rights and obligations of the CBC under the Total Return Swap (or part thereof) relating to such Selected Receivables to be transferred to it and the ABN AMRO Swap Agreement permits the CBC to make such transfer subject to certain conditions, as specified in the ABN AMRO Swap Agreement. If the prospective purchaser elects for the rights and obligations of the CBC under the Total Return Swap (or part thereof) relating to such Selected Receivables not to be transferred to it (or does elect for such transfer but such transfer is not possible due to non-compliance with the relevant conditions specified in the ABN AMRO Swap Agreement), the Total Return Swap (or part thereof) relating to such Selected Receivables will be terminated.

For the purposes of the foregoing a Transferred Receivable will be "performing" on any CBC Payment Date if it is not a Defaulted Receivable.

## 6.2 INTEREST RATE SWAPS

In order to hedge the risk (provided that there is such risk) of any possible mismatches between:

(1) the Agreed Base Reference Rate; and

(2) the rate of interest payable under any euro denominated Series,

the CBC, one or more Swap Providers (each in its capacity as interest rate swap provider, an "**Interest Rate Swap Provider**") and the Trustee (in respect of certain provisions) may enter into one or more swap agreements in the Approved Form or in form and substance acceptable to each of the CBC, the Trustee and subject to Rating Agency Confirmation and interest rate swap transactions in relation to one or more Series (each an "**Interest Rate Swap**" and together with any such swap agreement, an "**Interest Rate Swap Agreement**") in relation to the relevant Series.

Unless otherwise agreed in an Interest Rate Swap Agreement, the following payments will be made under each Interest Rate Swap entered into in respect of a Series:

(a) on or before each Interest Payment Date, the relevant Interest Rate Swap Provider will pay the CBC an amount equal to the product of (i) the aggregate Principal Amount Outstanding of such Series as at the preceding Interest Payment Date and (ii) the relevant swap rate corresponding to the interest rate payable on or interest basis applicable to the relevant Series; and

(b) on each Floating Rate Payer Payment Date, the CBC will pay to the Interest Rate Swap Provider an amount equal to the product of (i) the aggregate Principal Amount Outstanding of such Series as at the preceding Interest Payment Date and (ii) the sum of the Agreed Base Reference Rate and the Spread (as defined in the applicable Interest Rate Swap Agreement).

Unless otherwise agreed between the CBC and the relevant Interest Swap Provider in the relevant Interest Rate Swap, each Interest Rate Swap will terminate on the Final Maturity Date of the relevant Series of Covered Bonds, subject to the early termination provisions of the relevant Swap Agreement as outlined above.

For the purpose of this Section 6.2 "**Floating Rate Payer Payment Date**" means the floating rate payer payment date as defined in the relevant confirmation for the Interest Rate Swap, which is expected to be the CBC Payment Date.

## 6.3 STRUCTURED SWAPS

In order to hedge against certain interest rate and/or currency risks in respect of mismatches between:

(1) the Agreed Base Reference Rate and the rate of interest payable and the currency in which it is payable under any Series; and/or

(2) euro denominated Principal Receipts and amounts of principal payable under any non-euro denominated Series,

the CBC, one or more Swap Providers (each in its capacity as structured swap provider, a "**Structured Swap Provider**"), and the Trustee (in respect of certain provisions) will (if required by the Swap Undertaking Letter) or may (if not required by the Swap Undertaking Letter) enter into one or more swap agreements in the Approved Form or in form and substance acceptable to each of the CBC, the Trustee and subject to Rating Agency Confirmation and swap transactions in relation to one or more Series (each a "**Structured Swap**" and together with any such swap agreement, a "**Structured Swap Agreement**"). Any Structured Swaps, Interest Rate Swaps and the Total Return Swap are together referred to as "**Swaps**".

One or more of the following payments will be made under each Structured Swap entered into in respect of a Series (depending on whether any applicable interest and/or currency risk is hedged):

(a) on or before each Interest Payment Date, the Structured Swap Provider will pay the CBC an amount in the currency of the relevant Series equal to the product of (i) the aggregate Principal Amount Outstanding of such Series as at the preceding Interest Payment Date and (ii) the relevant swap rate corresponding to the interest rate payable on or interest basis applicable to the relevant Series;

(b) on each Floating Rate Payer Payment Date, the CBC will pay to the Structured Swap Provider an amount in euro equal to the product of (i) the aggregate Principal Amount Outstanding of such Series or, if such Series is denominated in a currency other than euro, an amount equal to the euro equivalent of the aggregate Principal Amount Outstanding of such Series and (ii) the sum of the Agreed Base Reference Rate and the Spread (as defined in the applicable Structured Swap Agreement); and

(c) on the Termination Date, if such Series is denominated in a currency other than euro, the CBC will pay to the Structured Swap Provider an amount equal to the euro equivalent of the aggregate Principal Amount Outstanding of such Series (as determined by the relevant swap confirmation), and the Structured Swap Provider will pay the CBC an amount equal to the aggregate Principal Amount Outstanding of such Series in the currency in which such Series is denominated.

Unless otherwise agreed between the CBC and the relevant Structured Swap Provider in the relevant Structured Rate Swap, each Structured Swap will terminate on the Final Maturity Date of the relevant Series of Covered Bonds, (such date, the "**Termination Date**"), subject to the early termination provisions of the relevant Swap Agreement as outlined above.

For the purpose of this Section 6.3 "**Floating Rate Payer Payment Date**" means the floating rate payer payment date as defined in the relevant confirmation for the relevant Structured Swap, which is expected to be the CBC Payment Date.

## 7. CASHFLOWS

(A) For as long as no Notification Event has occurred and no Notice to Pay or CBC Acceleration Notice has been served:

(a) pursuant to the Guarantee Support Agreement any proceeds from the Transferred Assets will be received and retained by the Originators for their own benefit; and

(b) pursuant to the Trust Deed, the following will apply:

(i) all costs and expenses of the CBC (including for the avoidance of doubt the minimum taxable profit to be deposited in the Capital Account) will be paid on behalf of the CBC by the Issuer for its own account, as consideration for the CBC assuming the Guarantee;

(ii) all amounts to be paid and received, respectively, by the CBC under any Swap Agreement or, if applicable, Further Master Transfer Agreement and/or Master Sub-Participation Agreement will be paid and received, respectively, on behalf of the CBC by the Issuer for its own account (except that any collateral to be provided by a Swap Provider following its downgrade will be delivered to the CBC irrespective of whether any Notification Event has occurred or any Notice to Pay or CBC Acceleration Notice has been served at such time and, accordingly, any payments or deliveries to be made in respect of any such collateral arrangements shall be made directly between the CBC and the relevant Swap Provider); and

(iii) on each CBC Payment Date the CBC or the Administrator on its behalf will distribute all amounts (if any) then standing to the credit of the CBC Accounts, but excluding any amounts standing to the credit of the Swap Collateral Ledger and, to the extent amounts are required to be maintained thereon in accordance with the Administration Agreement, the Asset Monitor Agreement or the Trust Deed, the Pre-Maturity Liquidity Ledger, the Reserve Fund Ledger, the Interest Cover Reserve Fund Ledger and the Mandatory Liquidity Ledger, to the Issuer or, if the Issuer is subject to an Insolvency Proceeding, any Originator which is not subject to an Insolvency Proceeding to the extent permitted by the Asset Cover Test and the Mandatory Asset Quantity Test. The CBC need not concern itself as to how such proceeds are allocated between the Issuer and the Originators; and

(c) pursuant to the Trust Deed, if any of the Issuer's ratings falls below the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'A' (long-term) or 'P-1(cr)' (short-term) by Moody's, and 'F1' (short-term) and 'A-' (long-term) by Fitch, the CBC will be required to:

(i) establish a reserve fund (the "**Reserve Fund**") on the AIC Account which will be credited by the Issuer with an amount equal to the Reserve Fund Required Amount and such further amounts as are necessary from time to time to ensure that an amount up to the Reserve Fund Required Amount is credited to the Reserve Fund for as long as the above rating trigger is breached; and

(ii) establish an "**Interest Cover Reserve Fund**" on the AIC Account which will be credited by the Issuer with an amount equal to the Interest Cover Reserve Funds Required Amount and such further amounts as are necessary from time to time to ensure that an amount up to the Interest Cover Reserve Fund Required Amount is credited to the Interest Cover Reserve Fund for as long as the above rating trigger is breached,

and, in each case, the Issuer will do so as consideration for the CBC assuming the Guarantee.

(B) If a Notification Event occurs or a Notice to Pay or CBC Acceleration Notice is served on the CBC:

(a) pursuant to the Guarantee Support Agreement, the CBC shall, subject to the rights of the Trustee as pledgee, be entitled to receive for its own benefit all proceeds of the Transferred Assets to the extent relating to the period following such Notification Event or service of such Notice to Pay or CBC Acceleration Notice;

(b) pursuant to the Trust Deed, the following will apply:

(i) if a Notification Event has occurred but no Notice to Pay or CBC Acceleration Notice has been served, all costs, expenses, Swaps, Further Master Transfer Agreements and Master-Sub-Participation Agreements will continue to be settled on behalf of the CBC by the Issuer as abovementioned and all amounts standing to the credit of the CBC Accounts will continue to be distributed as abovementioned;

(ii) if a Notification Event has occurred and a Notice to Pay has been served, but no Issuer Acceleration Notice or CBC Acceleration Notice has been served, all costs, expenses, Swaps, Further Master Transfer Agreements and Master Sub-Participation Agreements will continue to be settled on behalf of the CBC by the Issuer as abovementioned but no further amounts standing to the credit of the AIC Account will be distributed as mentioned under paragraph (A)(b)(iii) above;

(iii) if a Notification Event has occurred and an Issuer Acceleration Notice and a Notice to Pay have been served, but no CBC Acceleration Notice has been served, the Administrator will apply all (1) Available Revenue Receipts and all Available Principal Receipts on behalf of the CBC in accordance with the Post-Notice-to-Pay Priority of Payments and (2) other monies standing to the credit of the CBC Accounts in accordance with the Administration Agreement, the AIC Account Agreement, the Trust Deed and any other Transaction Document; or

(iv) if a CBC Acceleration Notice has been served, all monies received or recovered by the Trustee or any other Secured Creditor and all monies held by or on behalf of the CBC will be applied in accordance with the Post-CBC-Acceleration-Notice Priority of Payments (other than amounts standing to the credit of the Participation Ledger or the Swap Collateral Ledger, or amounts required to be deducted pursuant to paragraph (a)(iii) of the definition of Principal Receipts, which will continue to be applied in accordance with the provisions of the Administration Agreement pertaining to the Participation Ledger and the Swap Collateral Ledger); and

(c) pursuant to the Trust Deed, after (i) the date falling three months after the occurrence of a Notification Event pursuant to which the relevant Borrowers have been notified of the transfer of the related Transferred Receivables and have been instructed to direct any payments under such Transferred Receivables to the CBC or (ii) the date on which the CBC demonstrates that the relevant Borrowers pay the required amounts under the Transferred Receivables to the CBC, the CBC will no longer be required to maintain the Reserve Fund and any amounts standing to the credit of the Reserve Fund will be added to certain other income of the CBC in calculating the Available Revenue Receipts and applied in accordance with the relevant Priority of Payments.

(C) Pursuant to the Trust Deed, unless a liquidity buffer is no longer required to be maintained or provided for pursuant to the CB Legislation, the CBC will be required to maintain a mandatory liquidity fund (the "**Mandatory Liquidity Fund**") on the AIC Account (which Mandatory Liquidity Fund is administered through the Mandatory Liquidity Ledger). In consideration for the CBC to assume the Guarantee, the Issuer will transfer to the CBC an amount equal to the Mandatory Liquidity Required Amount and such further amounts as are necessary from time to time to ensure that an amount up to the Mandatory Liquidity Required Amount is credited to the Mandatory Liquidity Fund. The CBC will credit any such amount to the Mandatory Liquidity Fund.

For the purposes hereof:

"**Available Principal Receipts**" means on a Calculation Date an amount equal to the aggregate of (without double counting):

(a) the amount of Principal Receipts received during the previous Calculation Period and required to be credited to the AIC Account Principal Ledger, *less* the equivalent of any Third Party Amounts due and payable or expected to become due and payable in the immediately following CBC Payment Period;

(b) any other amount standing to the credit of the Principal Ledger;

(c) all amounts in respect of principal (if any) to be received by the CBC under the Transaction Documents (other than the Master Sub-Participation Agreements) on the relevant CBC Payment Date (other than the Swap Principal Excluded Amounts and, for the avoidance of doubt, any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts); and

(d) following repayment of any Series of HB Covered Bonds by the Issuer and/or the CBC on their Final Maturity Date any amounts standing to the credit of the Pre-Maturity Liquidity Ledger in respect of such Series and which are required to be transferred to the Principal Ledger pursuant to paragraphs (B)3(a) or (c) of *Section 7.1 Ledgers* below;

"**Available Revenue Receipts**" means on a Calculation Date an amount equal to the aggregate of:

(a) the amount of Revenue Receipts received during the previous Calculation Period;

(b) other net income of the CBC including all amounts of interest received on the CBC Accounts, the Substitution Assets and Authorised Investments in the preceding Calculation Period and amounts received by the CBC under the Total Return Swap on the relevant CBC Payment Date (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts);

(c) any other amount standing to the credit of the Revenue Ledger; and

(d) following the service on the CBC of a Notice to Pay, amounts standing to the credit of the Reserve Fund Ledger;

"**ICRF Period**" means each period of three (3) consecutive months falling after the Interest Cover Reserve Fund Trigger Date or a Calculation Date (as the case may be) until the date falling forty eight (48) months after the Interest Cover Reserve Fund Trigger Date or such Calculation Date (as the case may be);

"**Interest Cover Reserve Fund Required Amount**" means, as at the Interest Cover Reserve Fund Trigger Date or any Calculation Date during the Interest Cover Reserve Fund Trigger Period, an amount equal to the higher of:

(a) zero;

(b) the sum of the Relevant ICRF Amount and the Previous ICRF Amount (the "**ICRF Sum**"), calculated on a aggregated basis for each ICRF Period falling after the Interest Cover Reserve Fund Trigger Date or such Calculation Date (as the case may be) up to and including the sixteenth ICRF Period, whereby:

(i) "**Relevant ICRF Amount**" means an amount (positive or negative) equal to:

(1) the aggregate amount of Scheduled Interest payable during an ICRF Period for all Series outstanding; *minus*

(2) the aggregate amount of interest (to be) received under the Transferred Assets during such ICRF Period taking into account their respective contractual amortisation profile *less*, with respect to interest in respect of

each Participation Receivable, an amount equal to the net amount (to be) received during such ICRF Period *multiplied* by the applicable Participation Fraction,

whereby (a) (without double counting) any amount (to be) received or (to be) paid by the CBC in connection with any Swap Agreement during such ICRF Period is added or deducted (as the case may be) and (b) if, in respect of any Transferred Asset or any Series of Covered Bonds, any floating or fixed interest rate is reset during such ICRF Period, solely for the purpose of this calculation, a notional interest rate (including any spread) shall be applied in respect of such Transferred Asset or Series of Covered Bonds (as the case may be) for the remainder of such ICRF Period which is notified to the Rating Agencies; and

(ii) "**Previous ICRF Amount**" means an amount (positive or negative) equal to the aggregate Relevant ICRF Amount calculated for all preceding ICRF Periods (if any) falling after the Interest Cover Reserve Fund Trigger Date or such Calculation Date (as the case may be); and

(c) the highest ICRF Sum calculated for any ICRF Period falling after the Interest Cover Reserve Fund Trigger Date or such Calculation Date (as the case may be);

"**Interest Cover Reserve Fund Trigger Date**" means the date on which the ratings of the Issuer cease to be any of the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the 2025 Programme Update 'P-1(cr)' (short-term) by Moody's, and 'F1' (short-term) and 'A-' (long-term) by Fitch;

"**Interest Cover Reserve Fund Trigger Period**" means the period starting on the Interest Cover Reserve Fund Trigger Date and ending on the date on which all of the ratings of the Issuer would not cause the occurrence of an Interest Cover Reserve Fund Trigger Date;

"**Mandatory Liquidity Required Amount**" means, at any time, an amount equal to the amount which is at such time required to be maintained by the CBC to ensure compliance with article 40k of the Decree after taking into account any (other) amount standing to the credit of the AIC Account at such time as permitted to be taken into account pursuant to article 40k of the Decree and such (other) amounts (whether held or generated and) permitted to be taken into account pursuant to article 40k of the Decree, (in each case all as calculated on each relevant Calculation Date for the relevant period prescribed by article 40k of the Decree);

"**Participant**" means with respect to (i) a Participation Receivable which is a Category 4 Receivable, any relevant Insurer which enters into a Master Sub-Participation Agreement with the CBC and the Trustee, and which is acknowledged by the relevant Originator(s) and (ii) a Bank Savings Receivable, the Bank Savings Deposit Bank;

"**Pre-Notice-to-Pay Priority of Payments**" means the arrangement set out in paragraphs (A)(b)(i) through (iii) and (B)(b)(i) and (ii) of this *Section 7 Cashflows*;

"**Principal Receipts**" means:

(a) any amount, sales proceeds, refinancing proceeds, arrears and other amount relating to principal, and any Accrued Interest and Arrears of Interest as at the Transfer Date of the relevant Transferred Receivable, received or recovered by the CBC in respect of the Transferred Receivables (i) other than any prepayment penalties, (ii) net of any relevant foreclosure costs and (iii) *less*, with respect to each Participation Receivable, an amount equal to the relevant Redemption Amount;

(b) any Initial Settlement Amount received from any Participant under the relevant Master Sub-Participation Agreement;

(c) an amount equal to any Increase which applies to any Participation pursuant to the relevant Master Sub-Participation Agreement; and

(d) any on-payments of savings premium received from the relevant Originator or the relevant insurer (as the case may be) as purchase price for the relevant (part of the) MTA Receivable pursuant to the Guarantee Support Agreement in connection with a Master Transfer Agreement between that relevant insurer and that relevant Originator;

"**Reserve Fund Required Amount**" means an amount equal to (i) the aggregate for all Series of (a) to the extent that no Interest Rate Swap or Structured Swap has been entered into in relation to any Series, the aggregate Scheduled Interest for each such Series due in the next three following CBC Payment Periods and (b) to the extent that an Interest Rate Swap or a Structured Swap has been entered into in relation to any Series and (x) a party other than ABN AMRO Bank is the Interest Rate Swap Provider or Structured Swap Provider, the aggregate interest component due by the CBC under such Interest Rate Swap or Structured Swap for each such Series in the next three following CBC Payment Periods or (y) ABN AMRO Bank is the Interest Rate Swap Provider or Structured Swap Provider, as applicable, the higher of the aggregate (A) Scheduled Interest due and (B) interest component due by the CBC under such Interest Rate Swap or Structured Swap for each such Series in the next three following CBC Payment Periods, all as calculated on each relevant Calculation Date, plus (ii) the anticipated aggregate amount payable in the next three following CBC Payment Periods in respect of the items referred to in paragraphs (a) up to and including (d) of the Post-Notice-to-Pay Priority of Payments, as calculated on each relevant Calculation Date;

"**Revenue Receipts**" means:

(a) interest, fees and other amounts received or recovered by the CBC in respect of the Transferred Receivables (i) other than the Principal Receipts and any payment penalties, (ii) net of any relevant foreclosure costs and (iii) *less*, with respect to interest in respect of each Participation Receivable, an amount equal to the net amount received or recovered *multiplied* by the applicable Participation Fraction; and

(b) prepayment penalties received or recovered by the CBC in respect of the Transferred Receivables;

"**Savings Receivable**" means a Transferred Receivable resulting from a Savings Loan;

"**Swap Collateral Excluded Amounts**" means amounts standing to the credit of the Swap Collateral Ledger;

"**Swap Interest Excluded Amounts**" means amounts standing to the credit of the Swap Interest Ledger;

"**Swap Principal Excluded Amounts**" means amounts standing to the credit of the Swap Principal Ledger; and

"**Swap Replacement Excluded Amounts**" means amounts standing to the credit of the Swap Replacement Ledger.

## 7.1 LEDGERS

(A) **Credits to ledgers**

Pursuant to the Administration Agreement, the CBC (or the Administrator on its behalf) agreed to open, administer and maintain the following ledgers and credit amounts thereto as follows:

1. A revenue ledger of the AIC Account (the "**AIC Account Revenue Ledger**"), to which the following euro amounts shall be credited upon deposit of the same into the AIC Account:

   (a) all Revenue Receipts;

   (b) all amounts of interest paid on the AIC Account;

   (c) all amounts of interest paid in respect of any Substitution Assets and Authorised Investments;

   (d) to the extent that any Substitution Asset or Authorised Investment is redeemed or sold, the difference (if positive) between the acquisition price thereof, on the one hand, and sale or redemption price thereof, on the other; if such difference is negative, it will be debited to the AIC Account Revenue Ledger upon completion of such redemption or sale;

   (e) all euro amounts (other than Swap Collateral Excluded Amounts, Swap Interest Excluded Amounts, Swap Principal Excluded Amounts and Swap Replacement Excluded Amounts) received by the CBC under the Swap Agreements;

   (f) any amount to be transferred to the AIC Account Revenue Ledger from the Interest Cover Reserve Fund Ledger in accordance with paragraph (B)12(b) below; and

   (g) all euro amounts otherwise required to be credited to the AIC Account Revenue Ledger in accordance with the relevant provisions of the Administration Agreement.

   If pursuant to the Administration Agreement a bank account is opened in a currency other than euro, the Administrator shall maintain a revenue ledger in respect of such foreign currency account (the AIC Account Revenue Ledger and all such foreign currency revenue ledgers, the "**Revenue Ledger**"). Amounts shall be credited to such foreign currency revenue ledger in the same manner as amounts are credited to the AIC Account Revenue Ledger.

2. A principal ledger of the AIC Account (the "**AIC Account Principal Ledger**"), to which the following amounts shall be credited upon deposit of the same into the AIC Account:

   (a) all Principal Receipts other than to the extent required to be credited to the Pre-Maturity Liquidity Ledger pursuant to a sale or refinancing of Selected Receivables pursuant to Clause 7.1.1 of the Asset Monitor Agreement;

   (b) any amount received (other than from redemption or sale) from any Substitution Asset or Authorised Investment which is not required to be credited to the Revenue Ledger;

   (c) the principal amount of any Transferred Collateral in the form of cash other than to the extent required to be credited to the Pre-Maturity Liquidity Ledger pursuant to Clause 4.2.2 of the Asset Monitor Agreement;

   (d) 100% of the aggregate acquisition price paid by the relevant Originator for any Transferred Collateral in the form of Substitution Assets, to the extent not required to be credited to the Pre-Maturity Liquidity Ledger;

   (e) any amount to be transferred to the Principal Ledger from the Pre-Maturity Liquidity Ledger in accordance with paragraph (B)3(a) or (c) below; and

   (f) any amount required to be transferred to the AIC Account in accordance with item (h) of the Post-Notice-to-Pay Priority of Payments to the extent not required to be credited to the Pre-Maturity Liquidity Ledger, provided that if on a CBC Payment Date an amount is credited or to be credited to the AIC Account Principal Ledger pursuant to item (h) of the

Post-Notice-to-Pay Priority of Payments and on such CBC Payment Date or during the CBC Payment Period starting on such CBC Payment Date there is an unexpected default by a Swap Provider in the performance of its obligation to pay to the CBC an amount (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) of interest or principal under any Interest Rate Swap or Structured Swap, then an amount equal to the lower of (i) the amount so credited or to be credited to the AIC Account Principal Ledger and (ii) the amount by which the available proceeds in respect of such Series standing to the credit of the Swap Interest Ledger or Swap Principal Ledger falls short of the corresponding Scheduled Interest and/or Scheduled Principal that is Due for Payment in such CBC Payment Period under the Guarantee, shall on such CBC Payment Date or during such CBC Payment Period be credited to the Swap Interest Ledger or the Swap Principal Ledger, as the case may be.

If pursuant to the Administration Agreement a foreign currency CBC Account is opened, the Administrator shall maintain a principal ledger in respect of such foreign currency CBC Account (the AIC Account Principal Ledger and all such foreign currency principal ledgers, the "**Principal Ledger**"). Amounts shall be credited to such foreign currency principal ledger in the same manner as amounts are credited to the AIC Account Principal Ledger.

3. A ledger of the AIC Account (the "**Pre-Maturity Liquidity Ledger**"), to which shall be credited upon deposit of the same into the AIC Account:

   (a) all Principal Receipts pursuant to a sale or refinancing of Selected Receivables pursuant to Clause 7.1.1 of the Asset Monitor Agreement, to the extent required to be credited to the Pre-Maturity Liquidity Ledger pursuant to Clause 4.2 of the Asset Monitor Agreement;

   (b) 100% of the aggregate acquisition price paid by the relevant Originator for the Substitution Assets that qualify as surplus under the Asset Cover Test or have been transferred to the CBC pursuant to Clause 4.2.2 of the Asset Monitor Agreement, to the extent required to be credited to the Pre-Maturity Liquidity Ledger pursuant to Clause 4.2 of the Asset Monitor Agreement; and

   (c) up to the relevant Pre-Maturity Maximum Required Amount, any amounts that are available on the basis of item (h) of the Post-Notice-to-Pay Priority of Payments, if:

      (i) a failure of the Pre-Maturity Test has occurred in respect of any Series of HB Covered Bonds; and

      (ii) on any subsequent Calculation Date falling prior to the Final Maturity Date of such Series of HB Covered Bonds, the amount standing to the credit of the Pre-Maturity Liquidity Ledger is less than the Required Redemption Amount of such Series of HB Covered Bonds (after taking into account the Required Redemption Amount of all other Series of HB Covered Bonds and all Series of SB Covered Bonds which have (in the case of Series of HB Covered Bonds) their Final Maturity Date or (in the case of Series of SB Covered Bonds) their Extended Due for Payment Date prior to or in the same CBC Payment Period as the Final Maturity Date of that Series of HB Covered Bonds) (such shortfall amount a "**Pre-Maturity Maximum Required Amount**").

4. For each CBTF Standby Loan drawn in respect of a Series of HB Covered Bonds, a separate sub-ledger of the Pre-Maturity Liquidity Ledger for such Series (a "**CBTF Sub-Ledger**"), to which the amount so drawn will be credited.

5. A ledger of the AIC Account (the "**Swap Collateral Ledger**") to which shall be credited any collateral provided by a Swap Provider not or no longer having the minimum ratings required for an Eligible Swap Provider.

6. A ledger of the AIC Account (the "**Swap Replacement Ledger**") to which shall be credited (i) premiums received from any replacement Swap Provider upon entry by the CBC into a replacement Swap Agreement or (ii) termination payments received from any Swap Provider in respect of a Swap Agreement which has terminated.

7. A ledger of the AIC Account (the "**Reserve Fund Ledger**") to which shall be credited all amounts received from the Issuer for the purpose of the Reserve Fund.

8. A ledger of the AIC Account (the "**Participation Ledger**") to which shall be credited all Redemption Amounts deducted pursuant to paragraph (a)(iii) of the definition of Principal Receipts.

9. A ledger of the AIC Account (the "**Swap Interest Ledger**") to which shall be credited (i) all amounts (for the avoidance of doubt excluding any Swap Collateral Excluded Amount and Swap Replacement Excluded Amounts) in respect of interest received by the CBC under any Interest Rate Swap or Structured Swap, whether by way of netting or otherwise, and (ii) any amount that may be credited to the Swap Interest Ledger pursuant to paragraph (A)2(f) above or (B)2 below.

10. A ledger of the AIC Account (the "**Swap Principal Ledger**") to which shall be credited (i) all amounts (for the avoidance of doubt Excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amount) in respect of principal received by the CBC under any Structured Swap, whether by way of netting or otherwise, and (ii) any amount that may be credited to the Swap Principal Ledger pursuant to paragraph (A)2(f) above or (B)2 below.

11. A ledger of the AIC Account (the "**Mandatory Liquidity Ledger**") to which shall be credited all amounts received from the Issuer for the purpose of the Mandatory Liquidity Fund, to the extent such amounts are required to ensure compliance with article 40k of the Decree.

12. A ledger of the AIC Account (the "**Interest Cover Reserve Fund Ledger**") to which shall be credited all amounts received by the Issuer for the purpose of the Interest Cover Reserve Fund.

(B) **Debits to ledgers**

Pursuant to the Administration Agreement, the CBC (or the Administrator on its behalf) agreed not to debit any amounts to any ledger, except as follows, subject to the Post-CBC-Acceleration Notice Priority of Payments:

1. The Revenue Ledger: in accordance with the relevant Priority of Payments.

2. The Principal Ledger: in accordance with the relevant Priority of Payments provided that if on a CBC Payment Date an amount is credited or to be credited to the Principal Ledger pursuant to item (h) of the Post-Notice-to-Pay Priority of Payments and on such CBC Payment Date or during the CBC Payment Period starting on such CBC Payment Date there is an unexpected default by a Swap Provider in the performance of its obligation to pay to the CBC an amount (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) of interest or principal under any Interest Rate Swap or Structured Swap, then an amount equal to the lower of (i) the amount so credited or to be credited to the Principal Ledger and (ii) the amount by which the available proceeds in respect of such Series standing to the credit of the Swap Interest Ledger or Swap Principal Ledger falls short of the corresponding Scheduled Interest and/or Scheduled Principal that is Due for Payment in such CBC Payment Period under the Guarantee, shall on such CBC Payment Date or during such CBC Payment Period be credited to the Swap Interest Ledger or the Swap Principal Ledger, as the case may be.

3. The Pre-Maturity Liquidity Ledger: if amounts are standing to the credit of the Pre-Maturity Liquidity Ledger in respect of a Series of HB Covered Bonds and:

   (a) no Notice to Pay, Issuer Acceleration Notice or CBC Acceleration Notice has been served and the Issuer fully repays such Series of HB Covered Bonds on the Final Maturity Date thereof and all other Series which have their Final Maturity Date prior to or in the same CBC Payment Period as the Final Maturity Date of that Series of HB Covered Bonds, then the amount standing to the credit of the Pre-Maturity Liquidity Ledger shall be transferred to the Principal Ledger unless:

      (i) the Issuer is failing the Pre-Maturity Test in respect of any other Series of HB Covered Bonds, in which case the amount will continue to stand to the credit of the Pre-Maturity Liquidity Ledger in order to provide liquidity for that other Series of HB Covered Bonds; or

(ii) the Issuer is not failing the Pre-Maturity Test, but the Trustee decides to retain the amount on the Pre-Maturity Liquidity Ledger in order to provide liquidity for any future Series of HB Covered Bonds;

(b) a Notice to Pay and an Issuer Acceleration Notice have, but no CBC Acceleration Notice has, been served on the CBC, then on the Final Maturity Date of the Earliest Maturing Covered Bonds of any Series of HB Covered Bonds or the Extended Due for Payment Date of the Earliest Maturing Covered Bonds of any Series of SB Covered Bonds, as the case may be, the Pre-Maturity Liquidity Ledger will be debited for an amount equal to the lower of:

(i) the amount (in respect of principal) then due and payable on the relevant Series or, as applicable, the amount then due and payable (in respect of principal) under a Structured Swap (if applicable) in respect of the relevant Series (in both cases after taking account of any payment made by the Issuer in respect thereof); and

(ii) funds standing to the credit of the Pre-Maturity Liquidity Ledger.

The funds so debited to the Pre-Maturity Liquidity Ledger shall be used by the CBC (or the Administrator on its behalf) on the relevant Final Maturity Date or Extended Due for Payment Date, as the case may be, to make a payment to the Trustee or (if so directed by the Trustee) to the Principal Paying Agent in and towards the amount due on the relevant Series or, as applicable, to the Structured Swap Provider in and towards the amount due (in respect of principal) under the relevant Structured Swap in respect of the relevant Series; or

(c) there are no further Series of HB Covered Bonds outstanding, any amounts standing to the credit of the Pre-Maturity Liquidity Ledger shall be transferred to the Principal Ledger.

4. The CBTF Sub-Ledger: amounts standing to the credit of a CBTF Sub-Ledger in respect of a Series of HB Covered Bonds, shall be applied on the Final Maturity Date of such Series of HB Covered Bonds:

(a) *first*, if and to the extent there are insufficient amounts standing to the credit of the Pre-Maturity Liquidity Ledger to repay the principal amount of such Series of HB Covered Bonds in full or, as applicable, to pay the amount then due and payable (in respect of principal) under a Structured Swap in respect of such Series of HB Covered Bonds in full: in repayment of the remaining principal amount of such Series of HB Covered Bonds or, as applicable, in payment of the remaining amount (in respect of principal) under a Structured Swap in respect of such Series of HB Covered Bonds; or

(b) *second*, if any amount remains: in repayment of the relevant CBTF Standby Loan.

5. The Swap Collateral Ledger: amounts may only be withdrawn (i) to return collateral to the relevant Swap Provider in accordance with the terms of the applicable Swap Agreement and collateral arrangements and (ii) following termination of the applicable Swap Agreement to the extent not required to satisfy any termination payment due to the relevant Swap Provider, (a) if a replacement Swap Agreement is to be entered into, for credit to the Swap Replacement Ledger or (b) if no relevant Swap Agreement is to be entered into, for credit to the Revenue Ledger.

6. The Swap Replacement Ledger: amounts credited to the Swap Replacement Ledger will only be available to pay (i) any termination amount due to a Swap Provider in respect of a Swap Agreement which has terminated, (ii) any premium due to a replacement Swap Provider upon entry into a replacement Swap Agreement and (iii) to the extent in excess of amounts owed to Swap Providers in respect of (a) Swap Agreements which have terminated or (b) any premium payable to a replacement Swap Provider upon entry into a replacement Swap Agreement, for credit to the Revenue Ledger.

7. The Reserve Fund Ledger: in accordance with the relevant Priority of Payments or, if the rating trigger requiring the CBC to establish a Reserve Fund is no longer breached, to repay amounts to the Issuer.

8. The Participation Ledger: Redemption Amounts standing to the credit of the Participation Ledger will only be available to be on-paid to the relevant Participant under the relevant Participation on a CBC Payment Date.

9. The Swap Interest Ledger: amounts that are credited to the Swap Interest Ledger in a CBC Payment Period in respect of a particular Series will only be available (i) to be on-paid to the Trustee or (if so directed by the Trustee) the Principal Paying Agent on behalf of the Covered Bondholders of such Series as Scheduled Interest that is Due for Payment in such CBC Payment Period under the Guarantee in respect of such Series and (ii) to the extent in excess of Scheduled Interest that is Due for Payment in such CBC Payment Period under the Guarantee in respect of such Series, for credit to the Revenue Ledger.

10. The Swap Principal Ledger: amounts that are credited to the Swap Principal Ledger in a CBC Payment Period in respect of a particular Series will only be available (i) to be on-paid to the Trustee or (if so directed by the Trustee) the Principal Paying Agent on behalf of the Covered Bondholders of such Series as Scheduled Principal that is Due for Payment under the Guarantee in respect of such Series and (ii) to the extent in excess of Scheduled Principal that is Due for Payment in such CBC Payment Period under the Guarantee in respect of such Series, for credit to the Principal Ledger.

11. ***The Mandatory Liquidity Ledger***: if amounts are standing to the credit of the Mandatory Liquidity Ledger and:

    (a) such amounts are necessary to be applied to pay the amounts representing the net liquidity outflow referred to in article 40k of the Decree, then any such amounts standing to the credit of the Mandatory Liquidity Ledger so necessary shall be applied in accordance with the relevant Priority of Payments;

    (b) no Notice to Pay, Issuer Acceleration Notice or CBC Acceleration Notice has been served and such amounts are no longer required to be maintained to ensure compliance with article 40k of the Decree, then any such amounts standing to the credit of the Mandatory Liquidity Ledger which are no longer required to be so maintained shall be repaid to the Issuer; or

    (c) a liquidity buffer referred to in article 40k(1) of the Decree is no longer required to be maintained or provided for pursuant to the CB Legislation, then any amounts standing to the credit of the Mandatory Liquidity Ledger shall be applied in accordance with the relevant Priority of Payments.

12. The Interest Cover Reserve Fund Ledger: if amounts are standing to the credit of the Interest Cover Reserve Fund Ledger and:

    (a) no Notice to Pay, Issuer Acceleration Notice or CBC Acceleration Notice has been served and the Interest Cover Reserve Fund is no longer required to be maintained, then any amounts standing to the credit of the Interest Cover Reserve Fund Ledger shall be repaid to the Issuer;

    (b) a Notice to Pay, Issuer Acceleration Notice but no CBC Acceleration Notice has been served, the Interest Cover Reserve Fund Ledger will be debited for an amount equal to the lower of:

        (a) the amount (in respect of interest) then due and payable under the Covered Bonds of any Series minus any amounts otherwise available to the CBC for such purpose in accordance with the Transaction Documents; and

        (b) funds standing to the credit of the Interest Cover Reserve Fund Ledger.

        The funds so debited shall be transferred to the Revenue Ledger; or

    (c) there are no Series of Covered Bonds outstanding then any amounts standing to the credit of the Interest Cover Reserve Fund shall be repaid to the Issuer.

## 7.2 POST-NOTICE-TO-PAY PRIORITY OF PAYMENTS

On each CBC Payment Date following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay, but prior to the service of a CBC Acceleration Notice, the Administrator will apply (1) all monies standing to the credit of the CBC Accounts other than, if applicable, Available Revenue Receipts and Available Principal Receipts in accordance with the Administration Agreement, the AIC Account Agreement, the Trust Deed and any other Transaction Document and (2) all Available Revenue Receipts and all Available Principal Receipts on behalf of the CBC to make the following payments and provisions in the following order of priority (the "**Post-Notice-to-Pay Priority of Payments**"), in each case only if and to the extent that payments or provisions of a higher priority have been made in full:

(a) *first*, to the payment of all amounts due and payable or to become due and payable to the Trustee in the immediately following CBC Payment Period under the provisions of the Trust Deed (other than under the Parallel Debt), together with interest and plus any applicable VAT (or similar taxes) thereon as provided therein;

(b) *second*, to the payment of (i) amounts equal to the minimum profit stated in the Dutch tax agreement obtained on behalf of the CBC to be deposited in the Capital Account from time to time and of (ii) taxes owing by the CBC to any tax authority accrued and unpaid (other than any Dutch corporate income tax in relation to the amounts equal to the minimum profit referred to under (i) above);

(c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:

(i) any remuneration then due and payable to the Agents and any Registrar under or pursuant to the Agency Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein; and

(ii) any amounts then due and payable by the CBC to third parties and incurred without breach by the CBC of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by the CBC in the immediately following CBC Payment Period and to pay or discharge any liability of the CBC for taxes;

(d) *fourth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:

(i) any remuneration then due and payable to the Servicers and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicers in the immediately following CBC Payment Period under the provisions of the Servicing Agreements;

(ii) any remuneration then due and payable to the Administrator and any costs, charges, liabilities and expenses then due or to become due and payable to the Administrator in the immediately following CBC Payment Period under the provisions of the Administration Agreement;

(iii) amounts (if any) due and payable to the Account Bank (including costs) pursuant to the terms of the AIC Account Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein;

(iv) any amounts (including costs and expenses) due and payable to the Managing Director and the Trustee's Director pursuant to the terms of the Management Agreements, plus any applicable VAT (or similar taxes) thereon as provided therein; and

(v) any amounts due and payable to the Asset Monitor (other than the amounts referred to in paragraph (j) below) pursuant to the terms of the Asset Monitor Appointment Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein;

(e) *fifth*, to pay *pro rata* and *pari passu* according to the respective amounts owing thereto in or towards satisfaction of any amounts due and payable to the Total Return Swap Providers in respect

of the relevant Total Return Swap (including any termination payment due and payable by the CBC under the relevant Swap Agreement provided that any such termination payment shall not exceed an amount equal to the Capped TRS Termination Amount, but excluding any Excluded Swap Termination Amount) pursuant to the terms of the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;

(f) *sixth*, to pay *pro rata* and *pari passu* according to the respective amounts owing thereto to the extent not paid or expected to be paid from the Swap Collateral Ledger, the Swap Interest Ledger or the Swap Replacement Ledger:

(i) to each Interest Rate Swap Provider, all amounts in respect of each Interest Rate Swap (including any termination payment due and payable by the CBC under the relevant Swap Agreement (or, in the case of a Swap Agreement which also governs a Total Return Swap, the remaining portion thereof that is attributable to such Interest Rate Swap), but excluding any Excluded Swap Termination Amount), due and payable on such CBC Payment Date or in the CBC Payment Period starting on such CBC Payment Date in accordance with the terms of the relevant Swap Agreement;

(ii) to each Structured Swap Provider, all amounts in respect of each Structured Swap (including any termination payment due and payable by the CBC under the relevant Swap Agreement (or, in the case of a Swap Agreement which also governs a Total Return Swap, the remaining portion thereof that is attributable to such Structured Swap), but excluding any Excluded Swap Termination Amount), other than in relation to principal due and payable on such CBC Payment Date or in the CBC Payment Period starting on such CBC Payment Date in accordance with the terms of the relevant Swap Agreement; and

(iii) to the Trustee or (if so directed by the Trustee) the Principal Paying Agent, any Scheduled Interest that is Due for Payment under the Guarantee in respect of each Series on such CBC Payment Date or in the CBC Payment Period starting on such CBC Payment Date;

(g) *seventh*, to pay *pro rata* and *pari passu* according to the respective amounts owing thereto to the extent not paid or expected to be paid from the Swap Collateral Ledger, the Swap Principal Ledger, the Swap Replacement Ledger, the Pre-Maturity Liquidity Ledger and the CBTF Sub-Ledger:

(i) to each Structured Swap Provider, all amounts in respect of each Structured Swap (excluding any Excluded Swap Termination Amount) in relation to principal due and payable on such CBC Payment Date or in the CBC Payment Period starting on such CBC Payment Date in accordance with the terms of the relevant Swap Agreement; and

(ii) to the Trustee or (if so directed by the Trustee) the Principal Paying Agent, any Scheduled Principal that is Due for Payment under the Guarantee in respect of each Series on such CBC Payment Date or in the CBC Payment Period starting on such CBC Payment Date;

(h) *eighth*, to deposit the remaining monies in the AIC Account for application on the next following CBC Payment Date in accordance with the priority of payments described in paragraphs (a) to (g) (inclusive) above, until the Covered Bonds have been fully repaid or provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Series);

(i) *ninth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any Excluded Swap Termination Amount due and payable by the CBC to the relevant Swap Provider under the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;

(j) *tenth*, towards payment of any indemnity amount due to the Originators pursuant to the Guarantee Support Agreement and certain costs, expenses and indemnity amounts due by the CBC to the Asset Monitor pursuant to the Asset Monitor Appointment Agreement; and

(k) *eleventh*, thereafter any remaining monies will be paid to the Issuer or, if the Issuer is subject to a Dutch Insolvency Proceeding, any Originator which is not subject to an Insolvency Proceeding, provided that the CBC may assume that the Issuer and any Originator are not subject to an Insolvency Proceeding unless it has received at least five Business Days' prior written notice to the

contrary from any Originator (and the CBC need not concern itself as to how such proceeds are allocated between the Originators).

For the purposes hereof:

"**Capped TRS Termination Amount**" means an amount equal to any amount that would have been determined as payable by the CBC (i) in respect of an Early Termination Date (as defined in the relevant Swap Agreement) under "Section 6(e) (*Payments on Early Termination*") of the relevant Swap Agreement if it is in the form of a 1992 (Multicurrency - Cross Border) ISDA Master Agreement or (ii) as Early Termination Amount under the relevant Swap Agreement if it is in the form of a 2002 ISDA Master Agreement, in each case before the application of any set-off, as if the Total Return Swap had been the sole Swap entered into under such Swap Agreement;

"**CBC Payment Period**" means each period from (and including) a CBC Payment Date to (but excluding) the next CBC Payment Date;

"**Excluded Swap Termination Amount**" means, in relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable to the relevant Swap Provider as a result of a Swap Provider Default or Swap Provider Downgrade Event with respect to such Swap Provider;

"**Hedged Series Amount**" means an amount listed in paragraph (f)(iii) or (g)(ii), as the case may be, of the Post-Notice-to-Pay Priority of Payments and relating to any outstanding Series which is the subject of an Interest Rate Swap and/or a Structured Swap, as the case may be, and which is as of the relevant CBC Payment Date expected to be paid from the Swap Interest Ledger or the Swap Principal Ledger, as the case may be;

"**Swap Provider Downgrade Event**" means the occurrence of any Additional Termination Event pursuant to Part 1(h)(vi) (*Moody's*), Part 1(h)(vii) (*Fitch*) and Part 1(h)(viii) (*Standard and Poor's*) of the Schedule forming part of the ABN AMRO Swap Agreement and any similar provision of the Schedule forming part of any other Swap Agreement; and

"**Third Party Amounts**" means any amounts due and payable by the CBC to third parties that are not provided for payment elsewhere in the relevant Priority of Payments and incurred by the CBC in the ordinary course of its business which amounts may be paid daily from monies on deposit in the AIC Account.

### 7.3 POST-CBC-ACCELERATION-NOTICE PRIORITY OF PAYMENTS

Under the terms of the Trust Deed, each of the Secured Creditors agrees that all monies received or recovered by the Trustee or any other Secured Creditor (whether in the administration, liquidation of the CBC or otherwise) following the occurrence of a CBC Event of Default and service of a CBC Acceleration Notice (other than, if applicable, amounts standing to the credit of the Participation Ledger or the Swap Collateral Ledger, or required to be deducted pursuant to paragraph (a)(iii) of the definition of Principal Receipts, which will continue to be applied in accordance with the provisions of the Administration Agreement pertaining to the Participation Ledger and the Swap Collateral Ledger) will be applied following the enforcement of the Security in the following order of priority (the "**Post-CBC-Acceleration-Notice Priority of Payments**"), in each case only if and to the extent that payments or provisions of a higher priority have been made in full:

(a) *first*, in or towards satisfaction of all amounts due and payable or to become due and payable to the Trustee under the provisions of the Trust Deed (other than under the Parallel Debt) together with interest and any applicable VAT (or similar taxes) thereon;

(b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any remuneration then due and payable to the Agents and any Registrar under or pursuant to the Agency Agreement plus any applicable VAT (or similar taxes) thereon as provided therein;

(c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of:

(i) any remuneration then due and payable to the Servicers and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicers under the provisions of the Servicing Agreements;

(ii) any remuneration then due and payable to the Administrator and any costs, charges, liabilities and expenses then due or to become due and payable to the Administrator under the provisions of the Administration Agreement;

(iii) amounts (if any) due and payable to the Account Bank (including costs) pursuant to the terms of the AIC Account Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein; and

(iv) amounts (including costs and expenses) due to the Managing Director and the Trustee's Director pursuant to the terms of the Management Agreements, plus any applicable VAT (or similar taxes) thereon as provided therein;

(d) *fourth*, in or towards satisfaction of any amounts due and payable to the Total Return Swap Provider in respect of the Total Return Swap (including any termination payment due and payable by the CBC under the relevant Swap Agreement provided that any such termination payment shall not exceed an amount equal to the Capped TRS Termination Amount, but excluding any Excluded Swap Termination Amount) pursuant to the terms of the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;

(e) *fifth*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of any amounts due and payable to the Interest Rate Swap Providers in respect of each Interest Rate Swap under the Swap Agreements (including any termination payment due and payable by the CBC under such Swap Agreement (or, in the case of a Swap Agreement which also governs the Total Return Swap, the remaining portion thereof that is attributable to such Interest Rate Swap), but excluding any Excluded Swap Termination Amounts) pursuant to the respective terms of the relevant Swap Agreements to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;

(f) *sixth*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of any amounts due and payable to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger:

(i) to each Structured Swap Provider in respect of each Structured Swap under the relevant Swap Agreement (including any termination payment due and payable by the CBC under such Swap Agreement (or, in the case of a Swap Agreement which also governs the Total Return Swap, the remaining portion thereof that is attributable to such Structured Swap), but excluding any Excluded Swap Termination Amounts); and

(ii) to the Trustee or (if so directed by the Trustee) the Principal Paying Agent for payment to the Covered Bondholders *pro rata* and *pari passu* in respect of interest and principal due and payable on each Series in accordance with the Guarantee;

(g) *seventh*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any Excluded Swap Termination Amounts due and payable by the CBC to the relevant Swap Provider under the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger; and

(h) *eighth*, thereafter any remaining monies will be paid to the Issuer or, if the Issuer is subject to an Insolvency Proceeding, any Originator which is not subject to an Insolvency Proceeding, provided that the CBC may assume that the Issuer and any Originator are not subject to an Insolvency Proceeding unless it has received at least five Business Days' prior written notice to the contrary from any Originator (and the CBC need not concern itself as to how such proceeds are allocated between the Originators).

## 7.4 CBC ACCOUNTS

**AIC Account**

Pursuant to the terms of an AIC Account Agreement dated the Programme Date between the CBC, ABN AMRO Bank as account bank (in such capacity, the "**Account Bank**"), and the Trustee (the "**AIC Account Agreement**"), the CBC will maintain, with the Account Bank, the AIC Account:

(a) into which are paid all amounts received by the CBC in respect of Transferred Assets; and

(b) monies standing to the credit of which will on each CBC Payment Date be applied by the Administrator in accordance with the relevant Priority of Payments.

If the unsecured, unsubordinated and unguaranteed debt obligations of the Account Bank are not rated at least the Minimum Account Bank Ratings then within the relevant time period determined to be applicable or agreed to by a relevant Rating Agency from time to time:

(a) the AIC Account will need to be closed and new accounts will need to be opened under the terms of a new AIC Account Agreement substantially on the same terms as the AIC Account Agreement opened with a financial institution (i) whose unsecured, unsubordinated and unguaranteed debt obligations are rated at least the Minimum Account Bank Ratings and (ii) having the regulatory capacity for offering such services as a matter of Dutch law;

(b) the Account Bank will need to obtain a guarantee of its obligations under the AIC Account Agreement on terms acceptable to the Trustee, acting reasonably, from a financial institution whose unsecured, unsubordinated and unguaranteed debt obligations are rated at least the Minimum Account Bank Ratings; or

(c) any other action will need to be taken,

(in each case, provided that Rating Agency Confirmation has been obtained) unless each Rating Agency confirms that its then current rating of the Covered Bonds will not be adversely affected as a result of the ratings of the Account Bank falling below the Minimum Account Bank Ratings (or the reason for this having occurred) within the applicable time period specified in the AIC Account Agreement, of such downgrade. If the Rating Agency Confirmations are given as above, for this purpose only, reference to the "**Minimum Account Bank Ratings**" shall be deemed to be instead the relevant rating of the Account Bank at the time of such confirmations, but the original rating shall be reinstated if the relevant rating of the Account Bank is subsequently upgraded to the original level.

Pursuant to the AIC Account Agreement, the Account Bank has agreed to pay interest on the monies standing to the credit of the AIC Account at specified rates determined in accordance with the AIC Account Agreement.

**Foreign Currency Accounts**

If a Notification Event occurs or a Notice to Pay or CBC Acceleration Notice is served, and the Issuer has any Covered Bonds denominated in a currency other than euro outstanding or issues such Covered Bonds at any time thereafter, the Administrator shall, on behalf of the CBC, establish and maintain an account in that currency and, unless otherwise specified in the Transaction Documents, all amounts received by the CBC in that currency shall be promptly deposited into such account.

**Capital Account**

The CBC also opened an account with ABN AMRO Bank into which its paid-up share capital (*gestort aandelenkapitaal*) has been deposited (the "**Capital Account**"). The minimum taxable profit will be deposited in such Capital Account. No security rights are granted over the amounts standing to the credit of such Capital Account.

For the purposes hereof:

"**AIC Account**" means the account designated as the "AIC Account" in the name of the CBC held with the Account Bank and maintained subject to the terms of the AIC Account Agreement, the Accounts Pledge

and the supplemental accounts pledge dated 31 July 2018 or such additional or replacement account as may be for the time being be in place with the prior consent of the Trustee;

"**AIC Margin**" means 0.18% per annum or such other margin as may be agreed from time to time between the CBC, the Account Bank and the Trustee;

"**AIC Rate**" means the rate of interest accruing on the balance standing to the credit of the AIC Account equal to the Agreed Base Reference Rate, being as at the 2025 Programme Update, EURIBOR for one month euro deposits less the AIC Margin, and if such rate is below zero, such rate will be deemed to be zero, or such other rate as may be agreed from time to time between the CBC, the Trustee and the Account Bank;

"**CBC Accounts**" means the AIC Account, any foreign currency account and any additional or replacement accounts opened in the name of the CBC, excluding the Capital Account;

"**Minimum Account Bank Ratings**" means the minimum ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time in respect of the Account Bank or other relevant financial institution or institutions, being as at the 2025 Programme Update in respect of the Account Bank, 'F1' (short-term) and 'A-' (long-term) by Fitch and 'P-1' (BDR) (a short-term bank deposit rating) by Moody's; and

"**Priority of Payments**" means the Pre-Notice-to-Pay Priority of Payments, the Post-Notice-to-Pay Priority of Payments or the Post CBC-Acceleration-Notice Priority of Payments, as the case may be.

## 8. GENERAL INFORMATION

### Authorisation

The Programme and the issue of Covered Bonds under the Programme have been duly authorised by resolutions of the Board of Managing Directors of The Royal Bank of Scotland N.V. (at the time named ABN AMRO Bank N.V.) dated 29 June 2005. The issue of Covered Bonds has been authorised by resolutions of the Board of Managing Directors of the Issuer dated 26 November 2013, 29 November 2016 and 31 October 2022 and by resolutions of the Supervisory Board of the Issuer dated 2 December 2013, 2 December 2016 and 8 November 2022. All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of The Netherlands have been given for the issue of Covered Bonds and for the Issuer to undertake and perform its obligations under the Programme Agreement, the Agency Agreement and the Covered Bonds.

The giving of the Guarantee has been duly authorised by resolutions of the Board of Managing Directors of the CBC dated on or about 29 August 2005. The amendments to the relevant Transaction Documents (to which the CBC is a party) forming part of the 2025 Programme Update have been duly authorised by resolutions of the Board of Managing Directors of the CBC dated 15 August 2025.

### Programme Limit

The Programme amount is unlimited.

### Corporate information

ABN AMRO Bank N.V. was incorporated on 9 April 2009. ABN AMRO Bank N.V. is a public limited liability company incorporated under the laws of The Netherlands and has its statutory seat in Amsterdam, The Netherlands and its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands. ABN AMRO Bank N.V. is registered with the Commercial Register of the Chamber of Commerce under number 34334259.

### Shareholder and change of control

On 29 June 2019 the Group Legal Merger between ABN AMRO Bank and ABN AMRO Group became effective. As a result, all shares in ABN AMRO Group have become shares in ABN AMRO Bank and each depositary receipt subsequently represents one share in ABN AMRO Bank.

### Listing of Covered Bonds

Application has been made to Euronext Dublin for the Covered Bonds to be issued under the Programme to be admitted to trading on the Regulated Market and to be listed on the Official List, during the period of 12 months from the 2025 Programme Update. For so long as the Covered Bonds are listed on Euronext Amsterdam there will be a paying agent in The Netherlands. ABN AMRO Bank has been appointed as the principal paying agent in The Netherlands.

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Covered Bonds issued under the Programme which are to be admitted to trading on the Regulated Market and to be listed to the Official List and it is not itself seeking admission of the Covered Bonds issued under the Programme to the Official List or to trading on the Regulated Market of Euronext Dublin for the purposes of the Prospectus Regulation.

### Information Sourced from a third party

All information presented in this Securities Note (including in Section 3.4 (*Overview of the Dutch Residential Mortgage Market*)) sourced from a third party has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from such information, no facts have been omitted which would render the information inaccurate or misleading.

**Issuer ratings**

Credit rating agencies periodically review the creditworthiness and publish ratings which assess the level of risk attached to debt instruments. Solicited credit ratings on ABN AMRO Bank N.V. (or their legal predecessors) are presented in the table below.

| Corporate rating | Fitch | Moody's | S&P Global Ratings Europe Limited |
|---|---|---|---|
| Long term credit rating | A | Aa3 | A |
| Outlook long term credit rating | Stable | Stable | Stable |
| Short term credit rating | F1 | P-1 | A-1 |

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

**Clearing Systems**

The Bearer Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg, Euroclear Netherlands and/or any other agreed clearing system, as the case may be. The appropriate Common Code and ISIN Code for each Tranche of Bearer Covered Bonds allocated by Euroclear, Clearstream, Luxembourg and for Bearer Covered Bonds deposited with Euroclear Netherlands by Euronext Amsterdam N.V. or Clearnet S.A. Amsterdam Branch Stock Clearing or any other relevant security code will be specified in the applicable Final Terms. If the Bearer Covered Bonds are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms. In addition, the Registered Covered Bonds may, before issue, be designated as PORTAL securities and the Issuer may make an application for any Registered Covered Bonds and Registered Global Covered Bonds issued by it to be accepted for trading in book entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Covered Bonds and Registered Global Covered Bonds, together with the relevant ISIN and common code, will be specified in the relevant Final Terms.

**Material Adverse or Significant Change**

The Registration Document (see "Section D.3 *Documents available for inspection*") contains a statement of the Issuer concerning any material adverse change in its prospects or any significant change in its financial or trading position.

There has been no (i) material adverse change in the prospects of or (ii) significant change in the performance and financial position of, in each case, the CBC since 31 December 2024.

**Litigation**

The Registration Document (see "Section D.3 *Documents available for inspection*") contains the statement of the Issuer addressing any governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the period covering the 12 months preceding the date of approval of the Registration Document, a significant effect on the financial position or profitability of the Group.

There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the CBC is aware), which may have, or have had during the period covering the 12 months preceding the 2025 Programme Update, a significant effect on the financial position or profitability of the CBC.

**Auditors**

The Registration Document (see "Section D.3 *Documents available for inspection*") contains a statement of the Issuer regarding its auditors.

Ernst & Young Accountants LLP has audited the CBC's financial statements as at and for the year ended 31 December 2023 prepared in accordance with Part 9 and Book 2 of the Dutch Civil Code and issued unqualified independent auditor's report thereon. Ernst & Young Accountants LLP is replaced by EY Accountants B.V. as auditor of the CBC as of 29 June 2024. EY Accountants B.V. has audited the CBC's financial statements as at and for the year ended 31 December 2024 prepared in accordance with Part 9 and Book 2 of the Dutch Civil Code and issued unqualified independent auditor's report thereon.

EY Accountants B.V. is registered at the Chamber of Commerce of Rotterdam in The Netherlands under number 92704093. The principal place of business of EY Accountants B.V. is Boompjes 258, 3011 XZ Rotterdam, The Netherlands. The office address of the independent auditor of EY Accountants B.V. is Antonio Vivaldistraat 150, 1083 HP Amsterdam, The Netherlands.

The partners of both Ernst & Young Accountants LLP and EY Accountants B.V. acting as independent auditor, are members of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).

**Post-issuance information**

The Issuer does not intend to provide any post-issuance information in relation to any issue of Covered Bonds.

**Legal Entity Identifier**

The Legal Entity Identifier (LEI) code of the Issuer is BFXS5XCH7N0Y05NIXW11.

The Legal Entity Identifier (LEI) code of the CBC is 72450022YQ4ENKCL0493.

**Reports**

The Trust Deed provides that the Trustee may rely on reports or other information from professional advisers or other experts in accordance with the provisions of the Trust Deed, whether or not any such report or other information, or engagement letter or other document entered into by the Trustee and the relevant person in connection therewith, contains any monetary or other limit on the liability of the relevant person.

**US Taxes**

The Covered Bonds in bearer form for U.S. federal income tax purposes will bear a legend to the following effect: "any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Section 165(j) and 1287(a) of the Internal Revenue Code."

The sections referred to in such legend provide that a United States person who holds a Covered Bond will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Covered Bond and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

**Non-Petition**

For so long as any Covered Bonds are outstanding, none of the Transaction Parties and none of the Secured Creditors may institute against, or join any person in instituting against the CBC any proceedings involving the liquidation (*vereffening*), dissolution (*ontbinding*) of the CBC nor the bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), statutory proceedings for the restructuring of its debts (*akkoordprocedure*) or any analogous insolvency proceedings under applicable law or its assets. Furthermore, the Originators have agreed amongst other things not to demand or receive payment of any amounts payable by the CBC (or the Administrator on its behalf) or the Trustee unless all amounts then due and payable by the CBC to all other creditors ranking higher in the relevant Priority of Payments have been paid in full.

**Limited Recourse**

Each Transaction Party (as defined in the Incorporated Terms Memorandum) has agreed with the CBC that, notwithstanding any other provision of any Transaction Document, all obligations of the CBC to such Transaction Party are limited in recourse as set out in the limited recourse provisions of the Incorporated Terms Memorandum.

**Governing Law**

All Transaction Documents other than the Swap Agreements are governed by Dutch law. The Swap Agreements are governed by English law.

**Responsibility Statement**

The Issuer accepts responsibility for the information contained in this Securities Note and the CBC accepts responsibility for the information contained in this Securities Note relating to the CBC the information (in the case of the CBC, as such information relates to it) contained in this Securities Note is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The Covered Bonds and the Guarantee will not represent an obligation or be the responsibility of the Arranger, any Dealer, the Originators, the Trustee or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer and the CBC, respectively. The Issuer and the CBC will be liable solely in their corporate capacity for their obligations in respect of the Covered Bonds and the Guarantee, respectively, and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

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