

SECURITY TRUSTEE RIGHTS PLEDGE AGREEMENT

between

NIBC Conditional Pass-Through Covered Bond Company B.V.
as pledgor

**Stichting Security Trustee NIBC Conditional Pass-Through
Covered Bond Company**
as pledgee

NIBC Bank N.V.
as Transferor, Servicer and Administrator

Hypinvest B.V.
Hypinvest Hypotheken B.V.
NIBC Direct Hypotheek B.V.
NIBC Direct Hypotheken B.V.
Quion 30 B.V.
as Transferors

Allianz Nederland Levensverzekering N.V.
Generali Levensverzekering Maatschappij N.V.
as Savings Participants

Intertrust Administrative Services B.V.
as Back-up Administrator

Société Générale S.A., Amsterdam Branch
as CBC Account Bank

PricewaterhouseCoopers Accountants N.V.
as Asset Monitor

Citibank, N.A., London Branch
as Registrar and Paying Agent

B.V. NIBC Mortgage Backed Assets
as Subordinated Loan Provider

Originally dated 19 July 2013
as amended and restated on 28 July 2016

NautaDutilh N.V.
Amsterdam

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This Security Trustee Rights Pledge Agreement is made as of the 19th day of July 2013, as amended and restated on the 28th day of July 2016 between:

1. **NIBC Conditional Pass-Through Covered Bond Company B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*") organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
2. **Stichting Security Trustee NIBC Conditional Pass-Through Covered Bond Company**, a foundation ("*stichting*") organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
3. **NIBC Bank N.V.**, a public limited liability company ("*naamloze vennootschap*") organised under the laws of the Netherlands, and established in The Hague, the Netherlands;
4. **Hypinvest B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*"), incorporated under the laws of the Netherlands, having its corporate seat ("*statutaire zetel*") in The Hague, the Netherlands;
5. **Hypinvest Hypotheken B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*"), incorporated under the laws of the Netherlands, having its corporate seat ("*statutaire zetel*") in The Hague, the Netherlands;
6. **NIBC Direct Hypotheek B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*"), incorporated under the laws of the Netherlands, having its corporate seat ("*statutaire zetel*") in The Hague, the Netherlands;
7. **NIBC Direct Hypotheken B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*"), incorporated under the laws of the Netherlands, having its corporate seat ("*statutaire zetel*") in The Hague, the Netherlands;
8. **Quion 30 B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*"), incorporated under the laws of the Netherlands, having its corporate seat ("*statutaire zetel*") in The Hague, the Netherlands;

9. **Allianz Nederland Levensverzekering N.V.**, a public limited liability company ("*naamloze vennootschap*") organised under the laws of the Netherlands and established in Utrecht, the Netherlands;
10. **Generali Levensverzekeringmaatschappij N.V.**, a public limited liability company ("*naamloze vennootschap*") organised under the laws of the Netherlands and established in Diemen, the Netherlands;
11. **Intertrust Administrative Services B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*"), incorporated under the laws of the Netherlands, having its corporate seat ("*statutaire zetel*") in Amsterdam, the Netherlands;
12. **Société Générale S.A., Amsterdam Branch**, a company incorporated under the laws of France;
13. **Citibank, N.A., London Branch**, a New York banking corporation acting out of its London Branch whose address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom;
14. **PricewaterhouseCoopers Accountants N.V.**, a public limited liability company ("*naamloze vennootschap*") organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands; and
15. **B.V. NIBC Mortgage Backed Assets**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*") organised under the laws of the Netherlands, and established in The Hague, the Netherlands.

WHEREAS:

- (A) pursuant to the Guarantee Support Agreement, the Transferors will transfer to the CBC the Eligible Assets;
- (B) pursuant to the Trust Deed, the CBC has issued the Guarantee and entered into agreements with the Secured Parties, other than the Covered Bondholders;
- (C) pursuant to the Parallel Debt Agreement, the CBC has irrevocably and unconditionally undertaken to pay to the Security Trustee the Parallel Debt;

- (D) it is a condition precedent to the closing of the transaction envisaged in the Transaction Documents that the Pledge Agreements will be entered into in substantially the Agreed Form, which includes a pledge of the Security Trustee Pledged Rights granted by the CBC as security for the Security Trustee Secured Liabilities; and
- (E) the CBC has agreed to grant such security to the Security Trustee as set forth herein and the Security Trustee has agreed to accept such security.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 Interpretation

- 1.1 In this Agreement (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings defined or construed in the master definitions agreement dated 19 July 2013 as lastly amended and restated on 28 July 2016 and signed by, amongst others, the parties to this Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Agreement, unless otherwise provided herein.
- 1.2 The expression "**Agreement**" shall herein mean this Security Trustee Rights Pledge Agreement.
- 1.3 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.

2 Pledge

- 2.1 As security for the due and punctual payment of all Security Trustee Secured Liabilities, the CBC hereby agrees to pledge and hereby pledges or, as the case may be, pledges in advance ("*bij voorbaat*") the Security Trustee Pledged Rights to the Security Trustee, which rights of pledge the Security Trustee hereby agrees to accept and hereby accepts.

- 2.2 The creation of the right of pledge of the CBC Account Rights (including any rights in respect of the CBC Account) shall be effected by notification to the CBC Account Bank and is hereby notified. By signing this Agreement each of the CBC and the CBC Account Bank confirms that notification of this Agreement and the right of pledge of the CBC Account Rights (including any rights in respect of the CBC Transaction Accounts) has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge on the CBC Account Rights, the rights of pledge thereon will be established each time the CBC Account Rights come into existence and each crediting of the CBC Account shall be deemed to constitute a right of pledge of the credit balance at such time, as well as a notification to the CBC Account Bank in accordance with Article 3:236(2) of the Dutch Civil Code.
- 2.3 If a new cbc account is opened by the CBC Account Bank on the instruction of the CBC, the CBC shall pledge the relevant CBC Account Rights (including any rights in respect of the relevant cbc account) in respect of the CBC Account Bank to the Security Trustee, which right of pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge substantially in the form of the **Schedule** attached hereto.
- 2.4 The creation of the right of pledge of the GSA Rights shall be effected by notification to the Issuer and each Transferor and is hereby notified. By signing this Agreement each of the CBC, the Issuer and the Transferors confirms that notification of this Agreement and the right of pledge of the GSA Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the GSA Rights, the right of pledge thereof will be established each time the GSA Rights come into existence.
- 2.5 If a New Transferor has acceded to the Programme pursuant to Clause 14 of the Programme Agreement, the CBC shall pledge the relevant new GSA Rights in respect of such Transferor to the Security Trustee, which right of pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge substantially in the form of the **Schedule** attached hereto.
- 2.6 The creation of the right of pledge of the Asset Monitor Rights shall be effected by notification to the Asset Monitor and is hereby notified. By signing this Agreement each of the CBC and the Asset Monitor confirms that notification of this Agreement and the right of pledge of the Asset

Monitor Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Asset Monitor Rights, the right of pledge thereof will be established each time the Asset Monitor Rights come into existence.

- 2.7 If after the date hereof a Swap Agreement is entered into by the CBC, the CBC shall pledge the Swap Rights in respect of such Swap Counterparty to the Security Trustee, which right of pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge substantially in the form of the **Schedule** attached hereto.
- 2.8 The creation of the right of pledge of the Administration Rights shall be effected by notification to the Administrator and is hereby notified. By signing this Agreement each of the CBC and the Administrator confirms that notification of this Agreement and the right of pledge of the Administration Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Administration Rights, the right of pledge thereof will be established each time the Administration Rights come into existence.
- 2.9 The creation of the right of pledge of the Paying Agency Rights shall be effected by notification to the Paying Agent and is hereby notified. By signing this Agreement each of the CBC and the Paying Agent confirms that notification of this Agreement and the right of pledge of the Paying Agency Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Paying Agency Rights, the right of pledge thereof will be established each time the Paying Agency Rights come into existence.
- 2.10 The creation of the right of pledge of the Registrar Rights shall be effected by notification to the Registrar and is hereby notified. By signing this Agreement each of the CBC and the Registrar confirms that notification of this Agreement and the right of pledge of the Registrar Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Registrar Rights, the right of pledge thereof will be established each time the Registrar Rights come into existence.
- 2.11 The creation of the right of pledge of the Back-up Administration Rights

shall be effected by notification to the Back-up Administrator and is hereby notified. By signing this Agreement each of the CBC and the Back-up Administrator confirms that notification of this Agreement and the right of pledge of the Back-up Administration Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Back-up Administration Rights, the right of pledge thereof will be established each time the Back-up Administration Rights come into existence.

- 2.12 The creation of the right of pledge of the Servicing Rights shall be effected by notification to the Servicer and is hereby notified. By signing this Agreement each of the CBC and the Servicer confirms that notification of this Agreement and the right of pledge of the Servicing Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Servicing Rights, the right of pledge thereof will be established each time the Servicing Rights come into existence.
- 2.13 The creation of the right of pledge of the Subordinated Loan Rights shall be effected by notification to the Subordinated Loan Provider and is hereby notified. By signing this Agreement each of the CBC and the Subordinated Loan Provider confirms that notification of this Agreement and the right of pledge of the Servicing Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Subordinated Loan Rights, the right of pledge thereof will be established each time the Subordinated Loan Rights come into existence.
- 2.14 The creation of the right of pledge of the Participation Rights shall be effected by notification to the relevant Savings Participant and is hereby notified. By signing this Agreement each of the CBC and the Savings Participants confirms that notification of this Agreement and the right of pledge of the Participation Rights have been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge of the Participation Rights, the pledge thereof will be established each time the Participation Rights come into existence.
- 2.15 If a new Savings Participation Agreement is entered into by the CBC, the CBC shall pledge the Participation Rights in respect of such Savings Participant to the Security Trustee, which right of pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge

substantially in the form of the **Schedule** attached hereto.

- 2.16 To the extent no valid right of pledge is created hereunder in respect of the Security Trustee Pledged Rights, the CBC hereby unconditionally undertakes to pledge the Security Trustee Pledged Rights promptly when they become available for pledging, by way of supplemental deeds or other instruments in writing on the same or similar terms to this Agreement, including Clauses 4 and 5, which undertaking the Security Trustee hereby accepts.

3 Accessory and ancillary rights

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

4 Representations and warranties relating to the Security Trustee Pledged Rights

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

- a. each of the Security Trustee Pledged Rights is duly and validly existing;
- b. it has full right and title to each of the Security Trustee Pledged Rights;
- c. it has the power ("*beschikkingsbevoegdheid*") to pledge each of the Security Trustee Pledged Rights;
- d. there are no attachments ("*beslagen*") or limited property rights ("*bepaalde rechten*") in favour of any third parties on or against any of the Security Trustee Pledged Rights;
- e. no restrictions on the pledge of any of the Security Trustee Pledged Rights are in effect and they are capable of being pledged in the manner set out herein;
- f. it has not previously and/or in advance transferred or created or promised to transfer or create, limited property rights on or against any of the Security Trustee Pledged Rights, or any part

thereof, to or in favour of third parties, except as provided in any of the other Transaction Documents; and

- g. each of the Security Trustee Pledged Rights constitutes valid, binding and enforceable obligations of the relevant counterparty to the Transaction Document or, the relevant bank where the accounts are held, as the case may be.

5 Representations and warranties relating to the CBC

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

- a. it is a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*") duly incorporated and validly existing under the laws of the Netherlands and has the corporate power to enter into this Agreement;
- b. all corporate or other action required to be taken in order (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement and the other Transaction Documents to which it is a party, (ii) to ensure that those obligations and the security created hereby are valid, legally binding and enforceable, and (iii) to make this Agreement and the other Transaction Documents to which it is a party admissible in evidence in the courts of the Netherlands, has been taken;
- c. the obligations expressed to be assumed by the CBC in this Agreement and under any of the other Transaction Documents to which it is a party and the security created hereby constitute legal and valid obligations and security, binding on it and enforceable in accordance with the terms thereof;
- d. the execution of this Agreement, the other Transaction Documents to which it is a party and any other document executed or to be executed hereunder by the CBC and the performance of any obligations hereunder and thereunder and the compliance with the provisions hereof and thereof and of the Guarantee do not and will not (i) contravene any applicable law or other regulation or any judgment or authorisations, approvals, licences or consents to

- which the CBC is subject or the CBC's constitutive documents, or (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the CBC is a party or is subject or by which it or any of its assets is bound;
- e. it is not in breach of or in default under any agreement, including the Transaction Documents, to an extent or in a manner which has or which could have a material adverse effect (i) on it, (ii) on its ability to perform its obligations under this Agreement or any of the other Transaction Documents to which it is a party, or (iii) on the security created hereby;
 - f. no Security Trustee Pledge Notification Event has occurred or will occur as a result of the signing of this Agreement and any of the other Transaction Documents to which it is a party;
 - g. since its incorporation there has been no material adverse change in the business or financial condition of the CBC;
 - h. all the information supplied by the CBC to the Security Trustee in connection herewith is true, complete and accurate in all material respects and the CBC is not aware of any material facts or circumstances that have not been disclosed to the Security Trustee which might if disclosed adversely affect the decision of the Security Trustee to enter into this Agreement or any of the other Transaction Documents on the terms as set forth herein or therein;
 - i. no litigation, arbitration or administrative proceeding has been instituted or is pending, or, to the best of the CBC's belief, threatened which might have a material adverse effect (i) on it, (ii) its ability to perform its obligations under this Agreement or any of the other Transaction Documents to which it is a party, or (iii) on the security created hereby;
 - j. it has not taken any corporate action nor have any steps been taken or legal proceedings been instituted or threatened against it for its dissolution ("*ontbinding*") and liquidation ("*vereffening*") or legal merger ("*juridische fusie*") or legal demerger ("*juridische splitsing*") involving the CBC or for the conversion ("*conversie*") of the CBC into a foreign legal entity;

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

6 Security Trustee Pledge Notification Events

- 6.1 A Security Trustee Pledge Notification Event shall mean any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) any of the following events:
- (a) a CBC Event of Default occurs; or
 - (b) any amount due to the Security Trustee under or in connection with any of the Security Trustee Secured Liabilities is not paid when due; or
 - (c) the CBC fails duly to perform or comply with any of its obligations under this Agreement or under any other Transaction Document to which it is a party and, if such failure is capable of being remedied, such failure is not remedied within 10 (ten) business days after notice thereof has been given by the Security Trustee to the CBC; or
 - (d) any representation, warranty or statement made by the CBC in this Agreement or in any of the other Transaction Documents to which it is a party or in any notice or other document, certificate or statement delivered by it pursuant hereto or thereto proves to have been,

and continues to be after the expiration of any applicable grace period provided for in any Transaction Document, untrue or incorrect in any material respect; or

- (e) the CBC takes any corporate action or other steps are taken or legal proceedings are started or threatened against it for its dissolution, liquidation, legal merger or legal demerger or for the conversion of the CBC into a foreign legal entity; or
- (f) the CBC has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its bankruptcy or for being granted a suspension of payments, or for becoming subject to any analogous insolvency proceedings under any applicable law or its assets are placed under administration ("*onder bewind gesteld*") pursuant to such procedures; or
- (g) the CBC becomes involved in negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general composition ("*akkoord*") for the benefit of its creditors; or
- (h) at any time it becomes unlawful for the CBC to perform any or all of its obligations hereunder or under any other Transaction Document to which it is a party; or
- (i) a creditor of the CBC attaches, or takes possession of, all or any parts of the undertakings, assets, rights or revenues of the Issuer and the same is not released or discharged within thirty (30) calendar days.

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

6.3 For so long as the Security Trustee has not made a written statement to the contrary, it shall refrain from exercising, from time to time, its right of pledge on the Security Trustee Pledged Rights vis-à-vis the Issuer, each of the Transferors, the Servicer, the Administrator, the Paying Agent, the Back-up Administrator, the Asset Monitor, any Swap Counterparty, the Savings Participants and the CBC Account Bank respectively to the extent necessary to enable any of the Transferors, the Servicer,

the Administrator, the Paying Agent, the Back-up Administrator, the Asset Monitor, any Swap Counterparty, any of the Savings Participants and the CBC Account Bank respectively to honour the CBC's rights with respect to the Security Trustee Pledged Rights as if no right of pledge existed and the Security Trustee consents to the collection by the CBC of the Security Trustee Pledged Rights as referred to in Article 3:246(4) of the Dutch Civil Code. If a Security Trustee Pledge Notification Event occurs, the non-exercise of the right of pledge and the CBC's right to collect is withdrawn ("*herroepen*"), without any further action being required, and the Issuer, each of the Transferors, the Servicer, the Administrator, the Paying Agent, the Back-up Administrator, the Asset Monitor, any Swap Counterparty, any Savings Participant and the CBC Account Bank having knowledge of such a Security Trustee Pledge Notification Event or, after having been informed thereof, shall refrain from honouring the rights of the CBC on the ground of the right of pledge of the Security Trustee.

7 Enforcement

If and when any amount under or in connection with any of the Security Trustee Secured Liabilities is not paid when due, the Security Trustee will be entitled to sell all (or any part of) the Security Trustee Pledged Rights in such manner as provided in Articles 3:250 and 3:251 of the Dutch Civil Code. The Security Trustee shall be under no obligation to inform the CBC or any other persons who have any limited property rights ("*beperkte rechten*") or have levied an attachment on or against all (or any part of) the Security Trustee Pledged Rights of its intentions to sell all (or any part of) the Security Trustee Pledged Rights, nor is the Security Trustee required to make such communication when it has proceeded to sell all (or any part of) the Security Trustee Pledged Rights (as referred to in Article 3:252 of the Dutch Civil Code). The CBC hereby waives its right to request the president of the district court to order that the Security Trustee Pledged Rights should be sold in a manner which differs from Article 3:250 of the Dutch Civil Code.

8 Application of moneys

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

9 Release of pledge

- 9.1 The right of pledge created hereby will be released if, in the Security Trustee's reasonable opinion, it does no longer and will not in the future have any further claims (whether actual or contingent) against the CBC arising out of or in connection with any Security Trustee Secured Liabilities. The Security Trustee will not be obliged to release the right of pledge created hereby in any other circumstances.
- 9.2 The release of the right of pledge as referred to above may be effected by the Security Trustee, to the extent not effected by operation of law, by means of termination ("*opzegging*") or waiver ("*afstand*"), in whole or in part, as the Security Trustee may determine.

10 Evidence conclusive

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

11 Further assurances

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

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

12 Power of attorney

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

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

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

13 No dissolution, no nullification

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

14 Governing law and jurisdiction

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

14.2 Any disputes arising out of or in connection with this Agreement or any non-contractual obligations arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

SIGNATORIES:

NIBC Bank N.V.

by :
title :

by :
title :

On behalf of:

**Hypinvest B.V., Hypinvest Hypotheken B.V., NIBC Direct Hypotheek B.V.,
NIBC Direct Hypotheken B.V., Quion 30 B.V.**

by :
title :

by :
title :

NIBC Conditional Pass-Through Covered Bond Company B.V.

by :
title :

by :
title :

**Stichting Security Trustee NIBC Conditional Pass-Through Covered Bond
Company**

by :
title :

by :
title :

Intertrust Administrative Services B.V.

by :
title :

by :
title :

Allianz Nederland Levensverzekering N.V.

by :
title :

by :
title :

Generali Levensverzekering Maatschappij N.V.

by :
title :

by :
title :

PricewaterhouseCoopers Accountants N.V.

by :
title :

by:
title:

B.V. NIBC Mortgage Backed Assets

by :

title :

by :

title :

Société Générale S.A., Amsterdam Branch

by :

title :

by:

title:

Citibank, N.A., London Branch

by :

title :

by:

title:

● **NautaDutilh**

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5010.4330 (NIBC PTCB Programme)

Security Trustee Rights Pledge Agreement

Execution copy

SCHEDULE

FORM OF
SUPPLEMENTAL PLEDGE DEED

between

NIBC Conditional Pass-Through Covered Bond Company B.V.
as CBC

and

**Stichting Security Trustee NIBC Conditional Pass-Through
Covered Bond Company**
as Security Trustee

and

[[New Transferor]]
as New Transferor

/

[[Swap Counterparty]]
as Swap Counterparty

/

[[Savings Participant]]
as Savings Participant

Dated [...]

NautaDutilh N.V.

Amsterdam

This Deed is made as of the [...] day of [...] between:

1. **NIBC Conditional Pass-Through Covered Bond Company B.V.**, a private company with limited liability ("*besloten vennootschap met beperkte aansprakelijkheid*") organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
2. **Stichting Security Trustee NIBC Conditional Pass-Through Covered Bond Company**, a foundation ("*stichting*") organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands; and
3. **[New Transferor]/[Swap Counterparty]/[Savings Participant]**

WHEREAS:

- (A) Pursuant to the Guarantee Support Agreement, the Transferors will assign to the CBC the Relevant Mortgage Receivables and the Beneficiary Rights relating thereto;
- (B) in connection with the acceptance of the assignment of the Mortgage Receivables and the Beneficiary Rights relating thereto by the CBC, the CBC has issued the Guarantee and entered into agreements with the Secured Parties, other than the Covered Bondholders;
- (C) pursuant to the Parallel Debt Agreement, the CBC has irrevocably and unconditionally undertaken to pay to the Security Trustee the Parallel Debt;
- (D) as security for the Security Trustee Secured Liabilities the CBC has pledged the Security Trustee Pledged Rights to the Security Trustee;
- (E) the CBC has undertaken to pledge the [GSA Rights / Swap Rights / Participation Rights] as security for the Security Trustee Secured Liabilities each time a new [Servicing Agreement / Swap Agreement / Savings Participation Agreement] is entered into; and
- (F) the CBC has agreed to grant such security to the Security Trustee as set forth herein, and the Security Trustee has agreed to accept such security.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

- 1.1 In this Deed (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings defined or construed in the master definitions agreement dated 19 July 2013 as lastly amended and restated on 28 July 2016 and signed by, amongst others, the parties to this Deed, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Deed, unless otherwise provided herein.
- 1.2 The expression "**Deed**" shall herein mean this Supplemental Pledge Deed.
- 1.3 This Deed expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Deed is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.

2. Pledge

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

3. Notification

The creation of the right of pledge of the [GSA Rights / Swap Rights / Participation Rights] shall be effected by notification to the [New Trans-

feror / Swap Counterparty / Savings Participant] and is hereby notified. By signing this Deed each of the CBC and the [New Transferor / Swap Counterparty / Savings Participant] confirms that notification of this Deed and the right of pledge of the [GSA Rights / Swap Rights / Participation Rights] has been made in accordance with Article 3:236 paragraph 2 of the Dutch Civil Code.

4. Applicability provisions of Security Trustee Rights Pledge Agreement

The provisions of the Security Trustee Rights Pledge Agreement entered into by, *inter alia*, the CBC and the Security Trustee are incorporated by reference into this Deed and to the pledge set out herein and the parties to this Deed are bound to the terms and conditions of the Security Trustee Rights Pledge Agreement as if they were a party to it including, but not limited to, (i) that the CBC on the date of this Deed represents and warrants to the Security Trustee the matters as set out in Clause 4 in respect of the rights pledged herein and Clause 5, and (ii) that the events set out in Clause 6.1 and the non-exercise set out in Clause 6.3 shall be applicable to the rights pledged herein.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

NIBC Conditional Pass-Through Covered Bond Company B.V.

by:
title:

Stichting Security Trustee NIBC Conditional Pass-Through Covered Bond Company

by:
title:

[New Transferor] / [Swap Counterparty] / [Savings Participant]

by:
title: