

**SUPPLEMENTAL PLEDGE DEED**  
dated 3 October 2023

between

**NIBC SB COVERED BOND COMPANY B.V.**  
as CBC

and

**STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND  
COMPANY**  
as Security Trustee

and

**LOT HYPOTHEKEN B.V.**  
as New Transferor

**THIS DEED** is dated 3 October and made between:

1. **NIBC SB 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 SB COVERED BOND COMPANY**, a foundation (*stichting*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands; and
3. **LOT HYPOTHEKEN B.V.**, 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 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 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 as security for the Secured Liabilities each time a New Transferor has acceded to the Programme; 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 in so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings as defined or construed in the master definitions agreement originally dated 30 May 2022 as amended and restated on 3 October 2023 and signed by, amongst others, the parties to this Deed, as the same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and of interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this 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 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 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, the right of pledge thereof will be established each time the GSA Rights come into existence.

## **3. NOTIFICATION**

The creation of the right of pledge of the GSA Rights shall be effected by notification to the New Transferor and is hereby notified. By signing this Deed each of the CBC and the New Transferor confirms that notification of this Deed and the pledge of the GSA 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 of the Security Trustee Rights Pledge Agreement in respect of the rights pledged herein and Clause 5 of the Security Trustee Rights Pledge Agreement, and (ii) that the Security Trustee Pledge Notification Events and the non-exercise set out in Clause 6.2 of the Security Trustee Rights Pledge Agreement shall be applicable to the rights pledged herein.

*(signature page follows)*

**NIBC SB COVERED BOND COMPANY B.V.**

Intertrust Management B.V. - Managing Director



by : Marnix Knol  
title : Proxyholder



by: Peter van der Linden  
title: Proxyholder

**STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY**

by :  
title :

by:  
title:

**LOT HYPOTHEKEN B.V.**

by :  
title :

by:  
title:



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NIBC SBCB New Transferor

Supplemental Pledge Deed

Execution copy

**NIBC SB COVERED BOND COMPANY B.V.**

\_\_\_\_\_

by :

title :

\_\_\_\_\_

by:

title:

**STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY**

IQ EQ Structured Finance B.V. managing director

DocuSigned by:  
*Nick Stegehuis*  
55D15DCEABC54F9...

DocuSigned by:  
*Patrick Bazen*  
34328AE7999C405...

\_\_\_\_\_

by : N.E. Stegehuis

title : Proxy holder

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by: P.M. Bazen

title: Proxy holder

**LOT HYPOTHEKEN B.V.**

\_\_\_\_\_

by :

title :

\_\_\_\_\_

by:

title:



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NIBC SBCB New Transferor

Supplemental Pledge Deed

Execution copy

**NIBC SB COVERED BOND COMPANY B.V.**

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


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by:  
title:

**STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY**

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

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

**LOT HYPOTHEKEN B.V.**

DocuSigned by:  
  
8035E5EA1E5E403

\_\_\_\_\_  
by : Christian Kepel  
title : Director

DocuSigned by:  
  
DE6C0E9847A7438

\_\_\_\_\_  
by: Toine Teulings  
title: Director Funding & Debt IR