

**MANAGEMENT AGREEMENT HOLDING**  
dated 30 May 2022

between

**INTERTRUST MANAGEMENT B.V.**  
as Director

and

**STICHTING HOLDING NIBC SB COVERED BOND COMPANY**  
as Stichting Holding

and

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

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**Schedule:** Services

**THIS AGREEMENT** is dated 30 May 2022 and made between:

1. **INTERTRUST MANAGEMENT B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and established in Amsterdam, the Netherlands;
2. **STICHTING HOLDING NIBC SB COVERED BOND COMPANY**, a foundation (*stichting*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
3. **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

**WHEREAS:**

- (A) the Issuer has decided to set up a covered bond programme pursuant to which the Issuer will issue Covered Bonds from time to time;
- (B) Stichting Holding was incorporated on 24 March 2022, for the purpose of incorporating the CBC and administrating, acquiring and holding shares in the capital of the CBC;
- (C) pursuant to a guarantee the CBC will as an independent obligation irrevocably undertake to pay interest and principal payable under the Covered Bonds;
- (D) Intertrust Management B.V. has been requested to act as director of Stichting Holding;
- (E) Intertrust Management B.V. is willing to accept such appointment as director of Stichting Holding and the parties to this Agreement wish to lay down the terms and conditions to such appointment in writing; and
- (F) certain of the Clauses in this Agreement will be for the benefit of the Issuer and the Security Trustee in view of its interest in the management of Stichting Holding.

**IT IS AGREED** as follows:

## **1. INTERPRETATION**

- 1.1 In this Agreement (including its recitals), except in so far as the context requires otherwise, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings as defined or construed in the master definitions agreement dated 30 May 2022 and signed by, among others, the parties to this Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and of interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Agreement, unless otherwise provided herein.
- 1.2 The expression "**Agreement**" shall herein mean this Management Agreement Holding including the Schedule hereto.
- 1.3 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.
- 1.4 The Security Trustee has agreed to become a party to this Agreement only for the purpose of taking the benefit of certain provisions in this Agreement expressed to be for its benefit and for the better preservation and enforcement of its rights under the Pledge Agreements and the Parallel Debt Agreement. The Security Trustee shall assume no obligations or liabilities whatsoever to Stichting Holding or the Director by virtue of the provisions hereof.

## **2. APPOINTMENT OF THE DIRECTOR**

- 2.1 Intertrust Management B.V. has been appointed as director (*bestuurder*) of Stichting Holding by the deed of incorporation of Stichting Holding on 24 March 2022 and Intertrust Management B.V. hereby accepts such appointment on the terms and subject to the conditions of this Agreement.

- 2.2 The duty of the Director shall be to provide the services set forth in the **Schedule** hereto upon and subject to the terms of this Agreement and the Director hereby accepts such duty.

### 3. DURATION

This Agreement and the appointment of the Director take effect as per the date of incorporation of Stichting Holding and this Agreement will, subject to Clause 8, terminate by operation of law if all liabilities under any of the Transaction Documents have been fulfilled and discharged, upon a resolution of the Director to dissolve the Stichting Holding.

### 4. REPRESENTATIONS AND WARRANTIES

The Director hereby represents and warrants to Stichting Holding and the Security Trustee that:

- (a) it has full legal right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) all appropriate and necessary corporate action has been taken to authorise the execution and delivery of this Agreement and the performance and observance of the terms hereof;
- (c) this Agreement constitutes its legal, valid, binding and enforceable obligations;
- (d) neither a proposal has been made nor a resolution has been adopted for the dissolution (*ontbinding*) of Stichting Holding or for the legal merger (*juridische fusie*) of Stichting Holding with another legal entity or for the legal demerger (*juridische splitsing*) of Stichting Holding or for the conversion (*conversie*) of Stichting Holding into a foreign entity;
- (e) neither a proposal has been made nor a resolution has been adopted for the dissolution of the Director or for the legal merger of the Director with another legal entity or for a legal demerger involving the Director or for the conversion of the Director into a foreign entity;

- (f) Stichting Holding has neither been declared bankrupt (*failliet*) nor been granted a suspension of payments (*surseance van betaling*) nor been subjected to statutory proceedings for the restructuring of its debts (*akkoordprocedure*), nor has Stichting Holding applied for a declaration of bankruptcy or a suspension of payments nor has Stichting Holding become subject to any analogous insolvency proceedings under any applicable law nor have any of Stichting Holding's assets been placed under administration (*onder bewind gesteld*);
- (g) it has neither been declared bankrupt nor been granted a suspension of payments nor been subjected to statutory proceedings for the restructuring of its debts nor has it applied for a declaration of bankruptcy or a suspension of payments nor has it become subject to any analogous insolvency proceedings under any applicable law nor have any of its assets been placed under administration;
- (h) the articles of association of Stichting Holding have neither been amended since its incorporation nor a resolution to amend the articles of association of Stichting Holding has been taken after the deed of incorporation;
- (i) it is the sole director (*bestuurder*) of Stichting Holding;
- (j) no resolution has been passed (i) to issue shares in the CBC in addition to the shares referred to in (l) below or (ii) to grant rights to third parties to acquire shares in the capital in the CBC or (iii) to pledge, dispose of or encumber in any other way whatsoever the shares in the capital of the CBC or (iv) to amend the articles of association of the CBC or (v) to dissolve the CBC;
- (k) Stichting Holding has not been engaged in any activities since its date of incorporation, except for the transactions contemplated by and referred to in the Transaction Documents and all other documents relating thereto;
- (l) Stichting Holding holds all shares of the CBC; and
- (m) it complies with the requirements of Dutch law regarding services as provided for in this Agreement, including the Act on the

Supervision of Trust Offices (*Wet toezicht trustkantoren*).

## 5. UNDERTAKINGS

Without prejudice to the provisions of Clause 8, the Director undertakes with Stichting Holding and the Security Trustee with effect from the date of this Agreement and as long as it serves as director that:

- (a) it shall continue to be the sole director of Stichting Holding;
- (b) subject to Clause 8.1 and 8.2, it shall only resign from its position as director of Stichting Holding once a suitable person, reputable trust office or administration office, reasonably acceptable to the Security Trustee, after having consulted the Secured Parties, other than the Covered Bondholders and after having notified the Rating Agency, has been contracted to act as director of Stichting Holding;
- (c) it shall manage the affairs of Stichting Holding in accordance with proper and prudent Dutch business practice and in accordance with the requirements of Dutch law and Dutch accounting practice and with the same care that it exercises or would exercise in connection with the administration of similar matters held for its own account or for the account of third parties;
- (d) it and Stichting Holding will refrain from taking any action detrimental to the rights and obligations of the CBC under the Transaction Documents and shall undertake no other business, except as provided for in the Transaction Documents;
- (e) it will not enter into any agreement in relation to the CBC other than the Transaction Documents to which it is a party, without the prior written consent of the Security Trustee and provided that the Rating Agency has been notified;
- (f) it shall exercise all its rights and/or powers as director of Stichting Holding in compliance with the Transaction Documents;
- (g) it shall not as director of Stichting Holding engage external advisers without the prior written consent of the Security Trustee, which consent shall be presumed to have been given if the Security Trustee

will not have replied within five (5) Business Days from the date of the written request from Stichting Holding;

- (h) it shall not as director of Stichting Holding pass any resolution for the amendment of the articles of association of the CBC or the appointment of a director of the CBC, without the prior written consent of the Security Trustee;
- (i) it undertakes to procure that Stichting Holding shall be and continues to be the sole shareholder of the CBC;
- (j) it shall not as director of Stichting Holding pass any resolution (i) to issue any additional shares in the capital of the CBC or (ii) to transfer shares in the capital of the CBC or (iii) to grant rights to third parties to acquire shares in the capital of the CBC or (iv) to pledge, dispose of or encumber in any other way the shares in the capital of the CBC;
- (k) it shall as director of Stichting Holding exercise its voting and other shareholder rights and powers (if any) in accordance with the CBC's obligations under the Transaction Documents and/or as otherwise instructed by the Security Trustee;
- (l) it shall not, as director of Stichting Holding, novate or amend this Agreement without the prior written consent of the Security Trustee;
- (m) it shall not, as director of Stichting Holding, take action (i) to dissolve (*ontbinden*) the CBC, (ii) to enter into a legal merger (*juridische fusie*) or legal demerger (*juridische splitsing*) involving the CBC, (iii) to have the CBC converted (*conversie*) into a foreign entity, (iv) to have the CBC request the court to grant a suspension of payments (*surseance van betaling*), (v) to have the CBC declared bankrupt (*failliet verklaard*) or (vi) to have the CBC subjected to statutory proceedings for the restructuring of its debts (*akkoordprocedure*);
- (n) it shall not, as director of Stichting Holding, take action (i) to dissolve Stichting Holding, (ii) to enter into a legal merger or legal demerger involving Stichting Holding, (iii) to have Stichting Holding request the court to grant a suspension of payments, (iv) to have Stichting Holding converted into a foreign entity, (v) to declare



its bankruptcy, or (vi) to have it subjected to statutory proceedings for the restructuring of its debts;

- (o) it shall procure that the Issuer, the Security Trustee and the Rating Agency are notified in writing forthwith upon the Director becoming aware of any steps being taken by any party for the winding-up, liquidation or bankruptcy or the becoming subject to any analogous insolvency proceedings under any applicable law of Stichting Holding or of any steps or proceedings being taken against Stichting Holding for the enforcement of any debt or obligation or any of the events listed in Clause 8.2 hereof has taken place and in particular that the Issuer and the Security Trustee are notified in writing within two (2) calendar days of any summons to attend court hearings on a petition for bankruptcy being served on or received by Stichting Holding;
- (p) it shall comply with the requirements of Dutch law regarding services as provided for in this Agreement, including the Act on the Supervision of Trust Offices; and
- (q) it shall as director of Stichting Holding procure that Stichting Holding will after the adoption and approval of the CBC's annual accounts, each calendar year resolve that the CBC shall pay out any profit amount resulting from item (ix) of the Interest Available Amount, by way of dividend to Stichting Holding and it shall as director of Stichting Holding procure that Stichting Holding shall, within a period of fifteen (15) Business Days after the receipt of such amount, donate such amount, after deduction of any amounts owed to the tax authorities, to a charitable purpose.

## **6. REMUNERATION**

- 6.1 Stichting Holding shall pay to the Director of the Stichting Holding a fee as agreed in a separate fee letter signed on and dated 25 January 2022.
- 6.2 Upon termination of its appointment as director of Stichting Holding, the Director shall refund the whole or such part of any fee, remuneration, cost or expenses which it may at the date of such termination have received but which is referable to a date or period falling or commencing after the date of such termination.

## 7. COSTS AND EXPENSES

The Director is also entitled to reimbursement by Stichting Holding of any reasonable travel- and out-of-pocket expenses incurred in the fulfilment of its duties under this Agreement.

## 8. TERMINATION

8.1 Subject to Clause 5(b), this Agreement can be terminated (i) by the Director or (ii) by the Security Trustee on behalf of Stichting Holding, per the end of each calendar year upon ninety (90) calendar days' prior written notice to the other parties hereto, in which event the Director shall fully cooperate with the other parties hereto and do all such acts as are necessary to appoint a new director.

8.2 If at any time:

- (a) any of the representations and warranties set forth in Clause 4 proves to have been untrue or incorrect and such matter continues unremedied for a period of fourteen (14) calendar days after the earlier of the Director becoming aware of such default and receipt by the Director of written notice from the Security Trustee requiring the same to be remedied; or
- (b) a default is made by the Director in the fulfilment of any of the undertakings set forth in Clause 5 hereof or any obligation under or in connection with this Agreement, which in the opinion of the Security Trustee is materially prejudicial to the interests of the Secured Parties (except where, in the reasonable opinion of the Security Trustee, such default is incapable of remedy, in which case no such continuation and/or notice as is hereinafter mentioned will be required) and such default continues unremedied for a period of fourteen (14) calendar days after the earlier of the Director becoming aware of such default and receipt by the Director of written notice from the Security Trustee requiring the same to be remedied; or
- (c) the Director takes any corporate action or other steps are taken or legal proceedings are initiated or threatened against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or legal merger (*juridische fusie*) or legal demerger (*juridische splitsing*)

or for its conversion (*conversie*) into a foreign entity; or

- (d) the Director 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 for the benefit of its creditors (*buitengerechtigd akkoord*) or in statutory proceedings for the restructuring of its debts (*akkoordprocedure*); or
- (e) the Director has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its bankruptcy (*faillissement*) or suspension of payments (*surseance van betaling*) or for becoming subject to any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets, or
- (f) (i) untrue or incorrect information has been provided to the Stichting Holding with respect to the Director, its business or its (ultimate) shareholders (in each case other than through the actions of the Stichting Holding); or (ii) any change in (ultimate) ownership of the Director occurs;

then Stichting Holding or the Security Trustee on behalf of Stichting Holding may, at once or at any time thereafter while such default continues by notice in writing to the Director terminate this Agreement with effect from a date (not earlier than the date of the notice) specified in such notice and in such case the Rating Agency shall be notified.

- 8.3 On and after termination of this Agreement for whatever reason all authority and power of the Director under this Agreement shall terminate and be of no further effect and the Director shall not thereafter hold itself out in any way as director of Stichting Holding.
- 8.4 Upon termination of this Agreement for whatever reason the Director will at its own costs, subject to the undertaking set forth in Clause 5(b), cooperate in its resignation as director and, if applicable, the appointment of a new director of Stichting Holding.
- 8.5 Upon termination of this Agreement pursuant to this Clause 8, the Director shall within a reasonable time return to the Stichting Holding all relevant

books, records and other documents which are in the possession of the Director pursuant to this Agreement. The Stichting Holding hereby agrees to provide the Director upon request with copies of such documents if reasonably required in order for the Director to comply with Applicable Laws, regulations and/or procedures. Prior to the termination of this Agreement pursuant to this Clause 8, each party shall use all reasonable endeavours to procure that the registered address of the Stichting Holding shall be changed prior to, or immediately following such termination becoming effective. The Director will take appropriate measures if the change of address is not effected in accordance with the preceding sentence.

**9. SERVICES NON-EXCLUSIVE**

Nothing in this Agreement shall prevent the Director from rendering services similar to those provided for in this Agreement to other persons, firms or companies.

**10. NO ASSIGNMENT**

The Director may not assign or by any means whatsoever transfer any of its rights and obligations under this Agreement.

**11. NO DISSOLUTION, NO NULLIFICATION**

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

**12. GOVERNING LAW AND JURISDICTION**

12.1 This Agreement, including Clause 12.2 hereof, and any non-contractual obligations arising out of or in connection with this Agreement, connection with, shall be governed by and construed in accordance with the laws of the Netherlands.

12.2 Any disputes arising out of or in connection with this Agreement including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Agreement, shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

*(signature page follows)*

**SIGNATURES:**

**STICHTING HOLDING NIBC SB COVERED BOND COMPANY**

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

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

**INTERTRUST MANAGEMENT B.V.**

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

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

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

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

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

**SCHEDULE**

**SERVICES**

The Director shall:

- (a) observe all actions and all formalities required to be taken by a foundation (*stichting*) pursuant to Book 2 of the Dutch Civil Code, including, without limitation, to prepare the annual accounts of Stichting Holding or, as the case may be, to procure that all action or all formalities required pursuant to Book 2 of the Dutch Civil Code are observed;
- (b) observe all actions and all formalities required to be taken with respect to the taxation of Stichting Holding including the making of any and all tax filings required to be made in time;
- (c) provide company, secretarial and administration services to Stichting Holding including the keeping of all registers and the making of all returns required by Dutch law or by Dutch regulatory authorities, co-operate in the convening of board and general meetings and provide registered office facilities;
- (d) maintain and preserve (or provide for the maintenance and preservation of) execution copies of the Transaction Documents to which Stichting Holding is a party;
- (e) perform undertakings and any other obligations imposed on the Director under or pursuant to this Agreement;
- (f) take such other actions as may be incidental or reasonably necessary, in its reasonable opinion, to accomplish the services set out above; and
- (g) properly and timely perform all obligations by Stichting Holding under each of the Transaction Documents to which Stichting Holding is a party under ordinary and prudent Dutch business standards.