



## ARGENTA SPAARBANK SA/NV

incorporated with limited liability

EUR 7,500,000,000

### Belgian Mortgage Pandbrieven Programme

Under the EUR 7,500,000,000 Belgian Mortgage Pandbrieven Programme (the “**Programme**”) described in this base prospectus (the “**Base Prospectus**”), Argenta Spaarbank SA/NV (“**Argenta Spaarbank**”, “**ASPA**” or the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Belgian pandbrieven (*Belgische pandbrieven/lettres de gage belges*) / European covered bonds (premium) (*Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)*) (the “**Mortgage Pandbrieven**”) in accordance with the Belgian law of 25 April 2014 on the status and supervision of credit institutions and stockbroking firms (the “**Belgian Banking Law**”) and its executing royal decrees and regulations (the “**Belgian Covered Bonds Regulations**”). The Mortgage Pandbrieven are transferable securities within the meaning of Article 2(a) of the Prospectus Regulation and article 4(1)(44) of Directive 2014/65/EU. The aggregate outstanding principal amount of Mortgage Pandbrieven will not at any time exceed EUR 7,500,000,000 (as at the date of issuance of the Mortgage Pandbrieven), subject to increase as described herein.

This Base Prospectus is a base prospectus for purposes of Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/E (the **Prospectus Regulation**) and has been drawn up in accordance with Article 8 of the Prospectus Regulation. This Base Prospectus (which expression shall include this Base Prospectus as amended and/or supplemented from time to time and all documents incorporated by reference herein) has been approved as a base prospectus for the admission of the Mortgage Pandbrieven to trading on the regulated market of the Luxembourg Stock Exchange by the *Commission de Surveillance du Secteur Financier* (the “**CSSF**”), as competent authority under the Prospectus Regulation. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Mortgage Pandbrieven. Investors should make their own assessment as to the suitability of investing in the Mortgage Pandbrieven. In accordance with Article 6(4) of the Luxembourg act dated 16 July 2019 on prospectuses for securities (the “**Luxembourg Law on Prospectus**”), by approving this Base Prospectus, in accordance with Article 20 of the Prospectus Regulation, the CSSF does not make any representation in respect of the economic or financial opportunity of the operation or the quality and solvency of the Issuer. **The CSSF has neither reviewed nor approved the information contained in this Base Prospectus in relation to any issuance of any Mortgage Pandbrieven that are not to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the “Market”) and for which a prospectus is not required in accordance with the Prospectus Regulation.** In relation to any Mortgage Pandbrieven, this Base Prospectus must be read as a whole and together with the relevant Final Terms (as defined below). Any Mortgage Pandbrieven issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions described or incorporated by reference herein. Application has also been made to the Luxembourg Stock Exchange for Mortgage Pandbrieven issued under the Programme for the period of twelve months from the date of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Market or, if specified in the relevant Final Terms, on a specific segment of the Market to which only qualified investors (as defined in the Prospectus Regulation) have access (the “**Professional Segment**”). References in this Base Prospectus to Mortgage Pandbrieven being “listed” (and all related references), except where the context otherwise requires, shall mean that such Mortgage Pandbrieven have been listed and admitted to trading on the Market or, if applicable, the Professional Segment. The Market is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, “**MiFID II**”). No certainty can be given that the application for the listing of any Mortgage Pandbrieven will be granted. Furthermore, admission of the Mortgage Pandbrieven to the official list and trading on the Market is not an indication of the merits of the Issuer or the Mortgage Pandbrieven. Unlisted Mortgage Pandbrieven may also be issued pursuant to the Programme. The relevant Final Terms in respect of the issue of any Mortgage Pandbrieven will specify whether or not such Mortgage Pandbrieven will be listed on the official list and admitted to trading on the Market or the Professional Segment (or any other stock exchange).

The Supervisory Authority (as defined in “General description of the Programme”) has admitted the Issuer to the list of credit institutions that are authorised to issue covered bonds (available on the website of the National Bank of Belgium (the “**NBB**”) at [https://www.nbb.be/nl/financieel-toezicht/prudentieel-toezicht/toezichtsdomeinen/kredietinstellingen/lijsten-2#bm\\_Header\\_0](https://www.nbb.be/nl/financieel-toezicht/prudentieel-toezicht/toezichtsdomeinen/kredietinstellingen/lijsten-2#bm_Header_0)) and the NBB has admitted the Programme to the list of authorised programmes for the issuance of covered bonds under the category Belgian pandbrieven (*Belgische pandbrieven/lettres de gage belges*) / European covered bonds (premium) (*Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)*) (available on the website of the NBB at <https://www.nbb.be/nl/financieel-toezicht/prudentieel-toezicht/toezichtsdomeinen/kredietinstellingen/door-de>). Mortgage Pandbrieven issued under the Programme will constitute Belgian pandbrieven / European covered bonds (premium) under the Belgian Covered Bonds Regulations and will as such be included in the list of the NBB.

**This Base Prospectus received approval from the CSSF on 30 September 2022 and will be valid for 12 months from the date of its approval by the CSSF in relation to Mortgage Pandbrieven which are to be admitted to trading on a regulated market in the European Economic Area (the “EEA”). This Base Prospectus is valid until 30 September 2023. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.**

The Mortgage Pandbrieven will be issued in dematerialised form in accordance with the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*) and will be represented by a book entry in the records of the clearing system operated by the NBB or any successor thereto (the “**Securities Settlement System**”).

Each Series of Mortgage Pandbrieven may on issuance be assigned a rating by S&P Global Ratings, acting through S&P Global Ratings Europe Limited (“**Standard & Poor’s**”). Standard & Poor’s is established in the European Union and is registered in accordance with Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the “**CRA Regulation**”) published on the European Securities and Markets Authority’s (“**ESMA**”) website ([www.esma.europa.eu](http://www.esma.europa.eu)). Standard & Poor’s is not established in the United Kingdom but the ratings it will issue with respect to the Mortgage Pandbrieven will be endorsed by S&P Global Ratings UK Limited, which is established in the United Kingdom and registered under Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”). As such, the ratings issued by Standard & Poor’s may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

Series of Mortgage Pandbrieven (as defined in “General description of the Programme”) to be issued under the Programme may be rated or unrated. Where a Series of Mortgage Pandbrieven is to be rated, such rating will not necessarily be the same as the ratings assigned to other Series of Mortgage Pandbrieven. Whether or not a rating in relation to any Series of Mortgage Pandbrieven will be treated as having been issued by a credit rating agency established in the European Union or the United Kingdom and registered under the CRA Regulation or the UK CRA Regulation, as applicable, will be disclosed 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.

The Mortgage Pandbrieven have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and, unless so registered, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act (“**Regulation S**”) except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and applicable U.S. state securities laws.

No analysis has been undertaken with respect to the status of the Issuer and the Special Estate for purposes of the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended (commonly known as the “**Volcker Rule**”). Accordingly, no assurance is provided as to whether either or both

of the Issuer and the Special Estate may be a “covered fund” for purposes of the Volcker Rule. None of the Issuer, the Parent, the Arranger, the Dealers or any other party makes any representation or provides any assurances with respect to the status of the Issuer or the Special Estate for purposes of the Volcker Rule. Any prospective investor in the Mortgage Pandbrieven, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding the Volcker Rule and its effects.

**The Mortgage Pandbrieven are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, in Belgium to “consumers” (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.**

The Mortgage Pandbrieven may not be a suitable investment for all investors. Accordingly prospective investors in the Mortgage Pandbrieven should decide for themselves whether they want to invest in the Mortgage Pandbrieven and, as the case may be, obtain advice from a financial intermediary in that respect, in which case the relevant intermediary will have to determine whether or not the Mortgage Pandbrieven are a suitable investment for them.

The issue price and amount of the relevant Mortgage Pandbrieven will be determined at the time of the offering of each Tranche based on the then prevailing market conditions.

**Prospective investors should have regard to the factors described under the section headed “Risk Factors” in the Base Prospectus, setting out certain risks in relation to the Issuer and the Mortgage Pandbrieven.**

**Arranger**  
**Belfius Bank SA/NV**

**Dealers**

**Belfius Bank SA/NV**  
**Barclays**  
**Landesbank Baden-Württemberg**  
**Natixis**

**Base Prospectus dated 30 September 2022**

## IMPORTANT INFORMATION

### GENERAL

This Base Prospectus has been prepared on the basis that any offer of Mortgage Pandbrieven in any Member State of the EEA and the United Kingdom (the “UK” and each a “**Relevant State**”) will be made pursuant to an exemption under the Prospectus Regulation and UK Prospectus Regulation from the requirement to publish a prospectus for offers of Mortgage Pandbrieven. When used in this Base Prospectus, Prospectus Regulation means Regulation (EU) 2017/1129 and UK Prospectus Regulation means Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”). Accordingly, any person making or intending to make an offer in a Relevant State of Mortgage Pandbrieven which are the subject of an offering contemplated in this Base Prospectus as completed by the final terms (“**Final Terms**”) in relation to the offer of those Mortgage Pandbrieven may only do so in circumstances in which no obligation arises for the Issuer or any Dealer (as defined in “GENERAL DESCRIPTION OF THE PROGRAMME” below) 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 nor any Dealer has authorised, nor do they authorise, the making of any offer of Mortgage Pandbrieven in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer. This Base Prospectus has been prepared on the basis of Annexes 7, 15 and 28 to Commission Regulation (EU) 2019/980.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “Documents incorporated by reference”). This Base Prospectus shall be read and construed on the basis that such documents are incorporated by reference into, and form part of, this Base Prospectus. This Base Prospectus should be read and construed together with any supplements hereto and, in relation to any Tranche of Mortgage Pandbrieven, should be read and construed together with the relevant Final Terms.

Other than in relation to the documents which are deemed to be incorporated by reference (see “Documents incorporated by reference”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Mortgage Pandbrieven issued under the Programme. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect the import of such information.

To the fullest extent permitted by law, none of the Dealers or the Arranger accepts any responsibility for the contents of this Base Prospectus or for any other statement made, or purported to be made, by the Arranger or a Dealer or on their behalf in connection with the Issuer or the issue and offering of the Mortgage Pandbrieven. The Arranger and each Dealer accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which they might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other information supplied in connection with the Programme are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any person supplied with other information provided in connection with the Programme should purchase Mortgage Pandbrieven. Each potential purchaser of Mortgage Pandbrieven should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Mortgage Pandbrieven should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Mortgage Pandbrieven of any information coming to the attention of any of the Dealers or the Arranger. Investors should review, amongst other things, the most recent financial statements, if any, of the Issuer when deciding whether or not to purchase any Mortgage Pandbrieven. The Arranger and the Dealers do not owe any fiduciary duties to any person in connection with this Base Prospectus. The Arranger or the Dealers have not prepared any financial statements or reports referred to in this Base Prospectus and have not separately conducted any due diligence.

No person is or has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Mortgage Pandbrieven and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger. Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented, or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented, or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The minimum specified denomination of any Mortgage Pandbrieven shall be EUR 100,000 and integral multiples thereof.

This Base Prospectus contains or incorporates by reference certain statements that constitute forward-looking statements. Such forward-looking statements may include, without limitation, statements relating to the Issuer's business strategies, trends in its business, competition and competitive advantage, regulatory changes, and restructuring plans.

Words such as **believes, expects, projects, anticipates, seeks, estimates, intends, plans** or similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. The Issuer does not intend to update these forward-looking statements except as may be required by applicable securities laws.

By their very nature, forward-looking statements involve inherent risks and uncertainties, both general and specific, and risks exist that predictions, forecasts, projections and other outcomes described or implied in forward-looking statements will not be achieved. A number of important factors could cause actual results, performance or achievements to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements. These factors include: (i) the ability to maintain sufficient liquidity and access to capital markets; (ii) market and interest rate fluctuations; (iii) the strength of global economy in general and the strength of the economies of the countries in which the Issuer conducts operations; (iv) the potential impact of sovereign risk, particularly in certain European Union countries which have recently come under market pressure; (v) adverse rating actions by credit rating agencies; (vi) the ability of counterparties to meet their obligations to the Issuer; (vii) the effects of, and changes in, fiscal, monetary, trade and tax policies, and currency fluctuations; (viii) the possibility of the imposition of foreign exchange controls by government and monetary authorities; (ix) operational factors, such as systems failure, human error, or the failure to implement procedures properly; (x) actions taken by regulators with respect to the Issuer's business and practices in one or more of the countries in which the Issuer conducts operations; (xi) the adverse resolution of litigation and other contingencies; and (xii) the Issuer's success at managing the risks involved in the foregoing.

The foregoing list of important factors is not exclusive; when evaluating forward-looking statements, investors should carefully consider the foregoing factors and other uncertainties and events, as well as the other risks identified in this Base Prospectus.

This Base Prospectus contains various amounts and percentages which have been rounded and, as a result, when those amounts and percentages are added up, they may not total.

Any information in this Base Prospectus sourced from a third party has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

## **IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFER OF THE MORTGAGE PANDBRIEVEN GENERALLY**

The distribution of this Base Prospectus and the offer or sale of the Mortgage Pandbrieven may be restricted by law in certain jurisdictions. Neither the Issuer nor the Dealers or the Arranger represent that this Base Prospectus may be lawfully distributed, or that the Mortgage Pandbrieven 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 Dealers or the Arranger which is intended to permit an offer to the public of the Mortgage Pandbrieven or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Mortgage Pandbrieven may not be offered or sold, directly or indirectly, and neither this Base Prospectus 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 Base Prospectus or the Mortgage Pandbrieven may come are required by the Issuer, the Dealers and the Arranger to inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of the Mortgage Pandbrieven. For a description of certain restrictions on offers and sales of Mortgage Pandbrieven and on distribution of this Base Prospectus, see “SUBSCRIPTION AND SALE”.

The Arranger, the Noteholder’s Representative and the Dealers have not separately verified (i) the information contained or incorporated in this Base Prospectus or (ii) any statement, representation, or warranty, or compliance with any covenant, of the Issuer contained in any Mortgage Pandbrieven or any other agreement or document relating to any Mortgage Pandbrieven or made in connection with the Programme, as may be prepared, or approved in writing, by the Issuer for use in connection with the Programme. Accordingly, none of the Arranger, the Noteholders’ Representative or the Dealers makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to (a) the accuracy or completeness of any of the information contained or incorporated by reference in this Base Prospectus or (b) the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of any Mortgage Pandbrieven or any other agreement or document relating to any Mortgage Pandbrieven or the Programme. The Arranger and the Dealers are acting solely pursuant to a contractual relationship with the Issuer on an arm's length basis with respect to the issue, offer and sale of the Mortgage Pandbrieven (including in connection with determining the terms of the issue, offer and sale of the Mortgage Pandbrieven) and not as a financial adviser or a fiduciary to the Issuer or any other person.

The Mortgage Pandbrieven have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or the securities laws of any state or other jurisdiction of the United States. The Mortgage Pandbrieven may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the applicable securities laws of any state or other jurisdiction of the United States.

THE MORTGAGE PANDBRIEVEN HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE **SEC**) ANY STATE SECURITIES COMMISSION OR ANY OTHER U.S. OR STATE REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES APPROVED OR DISAPPROVED THIS BASE PROSPECTUS OR CONFIRMED THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

### **Mortgage Pandbrieven issued as Green Bonds**

None of the Arranger nor the Dealers accepts any responsibility for any social, environmental or sustainability assessment of any Mortgage Pandbrieven issued as Green Bonds or makes any representation or warranty or assurance whether such Mortgage Pandbrieven will meet any investor expectations or requirements regarding

such "green", "sustainability" or similar labels. None of the Arranger nor the Dealers are responsible for the use of proceeds for any Mortgage Pandbrieven issued as Green Bonds, nor the impact or monitoring of such use of proceeds.

No representation or assurance is given by the Arranger or the Dealers as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Mortgage Pandbrieven issued as Green Bonds, nor is any such opinion or certification a recommendation by the Issuer, the Arranger or any Dealer or any other person to buy, sell or hold any such Mortgage Pandbrieven.

**In the event any such Mortgage Pandbrieven are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainability" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Arranger, the Dealers or any other person that such listing or admission will be obtained or maintained for the lifetime of the Mortgage Pandbrieven.**

**Any information on, or accessible through, the Issuer's website relating to the Issuer's Green Bond Framework and the information in the Green Bond Framework and any second party opinion is not part of this Base Prospectus and should not be relied upon in connection with making any investment decision with respect to the Mortgage Pandbrieven. In addition, no assurance or representation is given by the Issuer, the Arranger, the Dealers or any other person as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of the Mortgage Pandbrieven. Any such opinion, report or certification and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion and/or the information contained therein and/or the provider of such opinion for the purpose of any investment in the Mortgage Pandbrieven.**

**The Mortgage Pandbrieven may not be a suitable investment for all investors. Each potential investor in the Mortgage Pandbrieven must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should consider, either on its own or with the help of its financial and other professional advisers, whether it:**

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Mortgage Pandbrieven, the merits and risks of investing in the Mortgage Pandbrieven and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Mortgage Pandbrieven and the impact the Mortgage Pandbrieven will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Mortgage Pandbrieven, including Mortgage Pandbrieven where the currency for principal and/or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Mortgage Pandbrieven and is familiar with the behaviour of any relevant financial markets; and
- (v) is 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.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal 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) Mortgage Pandbrieven are legal investments for it, (ii) Mortgage Pandbrieven can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Mortgage Pandbrieven. Financial institutions should

consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Mortgage Pandbrieven under any applicable risk-based capital or similar rules.

Neither this Base Prospectus nor any other information supplied in connection with the issue of Mortgage Pandbrieven constitutes an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Mortgage Pandbrieven.

The Mortgage Pandbrieven may only be held by, and may only be transferred to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (“**Eligible Investors**”) holding their Mortgage Pandbrieven in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

**Prohibition of sales to EEA retail investors** – The Mortgage Pandbrieven 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 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 MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Mortgage Pandbrieven or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Mortgage Pandbrieven or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**Prohibition of sales to UK retail investors** - The Mortgage Pandbrieven 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 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 (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Mortgage Pandbrieven or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Mortgage Pandbrieven or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**Prohibition of sales to consumers in Belgium** – The Mortgage Pandbrieven are not intended to be offered, sold or otherwise made available, and will not be offered, sold or otherwise made available, in Belgium to “consumers” (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.

**MIFID II product governance / target market** – The Final Terms in respect of any Mortgage Pandbrieven will include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Mortgage Pandbrieven and which channels for distribution of the Mortgage Pandbrieven are appropriate. Any person subsequently offering, selling or recommending the Mortgage Pandbrieven (a “**distributor**”) should take into consideration the target market assessment. A distributor subject to MiFID II is, however, responsible for undertaking its own target market assessment in respect of the Mortgage Pandbrieven (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 MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Mortgage Pandbrieven is a manufacturer in respect of such Mortgage Pandbrieven, but

otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

**UK MiFIR product governance / target market** – The Final Terms in respect of any Mortgage Pandbrieven will include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Mortgage Pandbrieven and which channels for distribution of the Mortgage Pandbrieven are appropriate. Any person subsequently offering, selling or recommending the Mortgage Pandbrieven (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to 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 Mortgage Pandbrieven (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 Mortgage Pandbrieven is a manufacturer in respect of such Mortgage Pandbrieven, 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.

**Benchmark Regulation** – Interest and/or other amounts payable under the Mortgage Pandbrieven 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 (the “**Benchmark Regulation**”). If any such reference rate does constitute such a benchmark, the relevant 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 of the Benchmark Regulation. Not every reference rate will fall within the scope 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 relevant Final Terms (or, if located outside the European Union, recognition, endorsement or equivalence). 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 relevant Final Terms to reflect any change in the registration status of the administrator.

Amounts payable under the Floating Rate Mortgage Pandbrieven will be calculated by reference to EURIBOR. As at the date of this Base Prospectus, the European Money Markets Institute (“**EMMI**”) (as administrator of EURIBOR) is included in the ESMA’s register of administrators under Article 36 of the Benchmark Regulation.

## **STABILISATION**

In connection with the issue of any Tranche (as defined in the section “GENERAL DESCRIPTION OF THE PROGRAMME”) of Mortgage Pandbrieven, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the “**Stabilisation Manager(s)**”) (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Final Terms may over-allot Mortgage Pandbrieven or effect transactions with a view to supporting the market price of Mortgage Pandbrieven 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 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 and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Managers) in accordance with all applicable laws and rules.

## **ENGLISH CONCEPTS**

The Mortgage Pandbrieven are issued in accordance with the Belgian Covered Bonds Regulations as further described in this Base Prospectus. The official text of the Belgian Covered Bonds Regulations is in Dutch and in



French and any discrepancies or differences created in the translation of legal concepts in this Base Prospectus are not binding and have no legal effect. If any questions arise on the accuracy of the information in relation to the Belgian Covered Bonds Regulations contained in this Base Prospectus, please refer to the official Dutch and French version of the relevant legislative text, which shall prevail.

## **CURRENCIES**

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “**euro**”, “**EUR**” and “**€**” are to the lawful currency of the member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Union, as amended.

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## GENERAL DESCRIPTION OF THE PROGRAMME

*This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 (the “**Delegated Regulation**”).*

*The Issuer may from time to time issue Mortgage Pandbrieven under the Programme which are subject to terms and conditions and/or final terms not contemplated by this Base Prospectus. In such circumstances, the relevant (form of) terms and conditions (and, if applicable, final terms) will be set out in a schedule to the Programme Agreement (as the same may be amended, supplemented, replaced and/or restated from time to time).*

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of, this Base Prospectus (including any documents incorporated by reference) and, in relation to the terms and conditions of any particular Tranche of Mortgage Pandbrieven, the relevant Final Terms. Words and expressions defined or used in “Terms and Conditions of the Mortgage Pandbrieven” shall have the same meaning in this overview.*

### **Information relating to the Issuer**

Issuer	Argenta Spaarbank NV (“ <b>Argenta Spaarbank</b> ”, “ <b>ASPA</b> ” and the “ <b>Issuer</b> ”).
Issuer’s legal entity identifier (“ <b>LEI</b> ”)	A6NZLYKYN1UV7VVGFX65
Information relating to the Issuer	The Issuer is a credit institution incorporated as a limited liability company ( <i>naamloze vennootschap/société anonyme</i> ) of unlimited duration incorporated under Belgian law, having its registered office at Belgiëlei 49-53, 2018 Antwerp, Belgium, and registered with the Crossroads Bank for Enterprises under number 0404.453.574, <i>RPR/RPM</i> Antwerp, division Antwerp.
Website of the Issuer	<a href="http://www.argenta.eu">www.argenta.eu</a>  <i>The information on <a href="http://www.argenta.eu">www.argenta.eu</a> does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.</i>
Parent	Argenta Bank- en Verzekeringsgroep NV, a mixed financial holding company pursuant to Article 3, 39° of the Belgian Banking Law, incorporated as a limited liability company under the laws of Belgium, having its registered office at Belgiëlei 49-53, 2018 Antwerp, Belgium, and registered with the Crossroads Bank for Enterprises under number 0475.525.276, <i>RPR/RPM</i> Antwerp, division Antwerp.
Issuer License	The “ <b>Supervisory Authority</b> ” (i.e. the National Bank of Belgium or the European Central Bank, as applicable, and any other supervisory authority to which relevant powers may be transferred) admitted the Issuer to the list of credit institutions that are authorised to issue Belgian covered bonds on 21 September 2020.

## Information relating to the Programme

Description	<p>The Belgian Mortgage Pandbrieven Programme (the “<b>Programme</b>”) is a programme for the continuous offer of Belgian pandbrieven (<i>Belgische pandbrieven/lettres de gage belges</i>) / European covered bonds (premium) (<i>Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)</i>) (the “<b>Mortgage Pandbrieven</b>”) in accordance with the Law of 25 April 2014 on the status and supervision of credit institutions and stockbroking firms (the “<b>Belgian Banking Law</b>”) and its executing royal decrees and regulations (the “<b>Belgian Covered Bonds Regulations</b>”) on any issue date (each, an “<b>Issue Date</b>”).</p>
Programme license	<p>On 19 January 2021, the National Bank of Belgium (the “<b>NBB</b>”) admitted the Programme to the list of authorised programmes for the issuance of covered bonds under the category Belgian pandbrieven (<i>Belgische pandbrieven/lettres de gage belges</i>) / European covered bonds (premium) (<i>Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)</i>). Upon so being notified by the Issuer, the NBB shall regularly update such list with the Mortgage Pandbrieven issued under the Programme and shall indicate that the Mortgage Pandbrieven constitute Belgian pandbrieven / European covered bonds (premium) under the Belgian Covered Bonds Regulations.</p>
Information relating to the Programme Size	<p>EUR 7,500,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Mortgage Pandbrieven outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.</p>
Belgian Mortgage Pandbrieven	<p>The Mortgage Pandbrieven will be issued as Belgian pandbrieven (<i>Belgische pandbrieven/lettres de gage belges</i>) / European covered bonds (premium) (<i>Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)</i>), in accordance with the Belgian Covered Bonds Regulations.</p> <p>All Mortgage Pandbrieven to be issued under the Programme will be covered by the same special estate (<i>bijzonder vermogen/patrimoine spécial</i>) (the “<b>Special Estate</b>”). The primary asset class of the Special Estate will consist of the Issuer’s residential mortgage loans within the meaning of the Belgian Covered Bonds Regulations (the “<b>Residential Mortgage Loans</b>”, and together with any other assets registered as cover assets (<i>dekkingsactiva/actifs de couverture</i>), the “<b>Cover Assets</b>”). The Issuer shall procure that the value of the Residential Mortgage Loans calculated in accordance with the Belgian Covered Bonds Regulations (and including any collections in respect thereto) will at all times represent at least 105 per cent. of the aggregate outstanding principal amount of the Mortgage Pandbrieven of all Series. The Issuer will maintain a cover register in which both the</p>

issued Mortgage Pandbrieven and the Cover Assets are registered (the “**Cover Register**”).

*See Section “Overview of the Legal Framework for Belgian Covered Bonds and Belgian Pandbrieven” and Condition 9 (Issuer Covenant) for further information on the composition of the Special Estate.*

Status and ranking of Mortgage Pandbrieven

The Mortgage Pandbrieven will be direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank at all times *pari passu*, without any preference among themselves, and with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future. Pursuant to the Belgian Covered Bonds Regulations, the Noteholders, together with the holders of any other Mortgage Pandbrieven issued under the Programme and any Other Creditors (as defined below) will have:

- (a) a direct, unconditional, unsubordinated and unsecured (*chirografair/chirographaire*) claim on the general estate of the Issuer;
- (b) in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved, an exclusive recourse against the assets which constitute the Special Estate; and
- (c) in the event liquidation proceedings are initiated against the Issuer and the Special Estate is not sufficient to cover for their claims, an unsecured, unsubordinated recourse against the general estate of the Issuer.

Issuer Covenant

The Issuer will covenant in favour of the Noteholders and the Noteholders’ Representative to:

- (a) comply with all obligations imposed on it under the Belgian Covered Bonds Regulations;
- (b) ensure that the Special Estate will mainly consist of Residential Mortgage Loans;
- (c) ensure that the Special Estate will not contain any commercial mortgage loans;
- (d) ensure that the cover asset value of the Residential Mortgage Loans that are registered as Cover Assets in the Cover Register (and including any collections in respect thereto) (a) are calculated in accordance with the Belgian Covered Bonds Regulations and (b) will at all times represent at least 105 per cent. of the aggregate outstanding principal amount of the Mortgage Pandbrieven of all Series (it being understood that any surplus above 105 per cent. may be composed of other eligible assets under the Programme);

- (e) ensure that only Residential Mortgage Loans with a current loan to current value ratio of maximum 120 per cent. will be added to the Special Estate;
- (f) ensure that only fully drawn Residential Mortgage Loans will be added to the Special Estate;
- (g) ensure that the Special Estate will at all times include liquid Cover Assets meeting the criteria set out in the Belgian Covered Bonds Regulations and which (a) are eligible as collateral for Eurosystem monetary policy purposes and intra-day credit operations by the Eurosystem, (b) have a credit quality step 1 as defined in the Capital Requirements Regulation (as defined in Condition 7(a)(i)), (c) are subject to a daily mark-to-market and have a market value which, after applying the European Central Bank (“ECB”) haircut in accordance with the Guideline (EU) 2015/510 of the ECB of 19 December 2014 on the implementation of the Eurosystem monetary policy (as amended, supplemented, replaced and/or restated from time to time), is higher than the amount of interest due and payable on the outstanding Mortgage Pandbrieven within a period of six months, (d) have a remaining maturity of more than one year, and (e) are not debt issued by the Issuer, the Parent or any other entity of the Argenta Group; and
- (h) provide regular investor reports with regard to, amongst others, the composition of the Special Estate which will be made available on the website of the Issuer at [www.argenta.eu](http://www.argenta.eu) on a monthly basis.

Negative Pledge	None
Cross-Default	None (other than cross-acceleration between Series of Mortgage Pandbrieven)
Cross-Acceleration	Upon service of an acceleration notice under any of the Series of Mortgage Pandbrieven, all Mortgage Pandbrieven will become immediately due and payable on the relevant acceleration date, together with any accrued interest, and they will rank <i>pari passu</i> among themselves.

**INFORMATION ON PARTIES INVOLVED UNDER THE PROGRAMME**

Arranger	Belfius Bank SA/NV
Dealers	Belfius Bank SA/NV Barclays Bank Ireland PLC Landesbank Baden-Württemberg Natixis

*The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional Dealers either in respect of one or more Tranches or in respect of the whole Programme.*

Paying Agent	Belfius Bank SA/NV
Servicer	in relation to the Residential Mortgage Loans, Argenta Spaarbank NV, or such other servicer as may be appointed from time to time.
Noteholders' Representative	Stichting Argenta Mortgage Pandbrieven Noteholders' Representative, a foundation ( <i>stichting</i> ) incorporated under Dutch law on 19 January 2021. It has its registered office at Amsterdam. Its managing director is Amsterdamsch Trustee's Kantoor B.V.
Cover Pool Monitor	EY Bedrijfsrevisoren BV and its representative (as approved by the NBB in accordance with the Belgian Covered Bonds Regulations). The Cover Pool Monitor will perform its duties in accordance with the Belgian Covered Bonds Regulations and the contractual arrangements that will be agreed upon between the Cover Pool Monitor and the Issuer.
Cover Pool Administrator	<p>The Belgian Covered Bonds Regulations provide that, in certain circumstances of distress, the NBB may replace the management of the Special Estate by entrusting it to a cover pool administrator. Such circumstances are any of the following:</p> <ul style="list-style-type: none"><li>(a) upon the adoption of a measure or sanction as referred to in Article 8, § 1, 1<sup>o</sup> of Annex III to the Belgian Banking Law in respect of the Issuer if such measure or sanction or the reason(s) why it is imposed may, in the opinion of the NBB, negatively affect (<i>aantasten/affecter</i>) the rights of the Noteholders and/or third parties having a claim on the Special Estate;</li><li>(b) in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved;</li><li>(c) upon the withdrawal of any of the authorisations referred to in Articles 80, §1 and 81, §1 of the Belgian Banking Law; and</li><li>(d) in circumstances where the situation of the Issuer is such that it may seriously affect (<i>ernstig in gevaar kan brengen/mettre gravement en péril</i>) the interests of the Noteholders.</li></ul>

*The parties listed above (other than any Cover Pool Administrator) are appointed to act in respect of the Programme pursuant to the Programme Documents as further described under the Section "Programme Description" of this Base Prospectus (the "**Programme Documents**"). The relevant Programme Documents provide that other parties may be appointed from time to time and contain certain provisions in relation to the replacement of the above-mentioned parties.*

## Information relating to Mortgage Pandbrieven issued under this Base Prospectus

Method of Issue	Mortgage Pandbrieven will be issued on a syndicated or non-syndicated basis. The Mortgage Pandbrieven will be issued in series (each a “ <b>Series</b> ”) having one or more issue dates and on terms otherwise identical in all respects (including as to listing and admission to trading) (or identical other than in respect of the issue price and/or the first payment of interest), the Mortgage Pandbrieven of each Series being intended to be interchangeable with all other Mortgage Pandbrieven of that Series. Each Series may be issued in tranches (each, a “ <b>Tranche</b> ”) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest, principal amount of the Tranche and/or the Temporary ISIN Code and Temporary Common Code (if any and as defined in the relevant Final Terms), will be identical to the terms of other Tranches of the same Series) will be set out in the Final Terms.
Issue Price	Mortgage Pandbrieven may be issued at their principal amount or at a discount or premium to their principal amount, as specified in the relevant Final Terms.
Form of Mortgage Pandbrieven	Mortgage Pandbrieven will be issued in dematerialised form in accordance with the Belgian Companies and Associations Code ( <i>Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations</i> ) via the book-entry system maintained in the records of the Securities Settlement System (defined below).
Clearing Systems	<p>The settlement system operated by the NBB or any successor thereto (the “<b>Securities Settlement System</b>”).</p> <p>Access to the Securities Settlement System is available through those of the participants in the Securities Settlement System whose membership extends to securities such as the Mortgage Pandbrieven and through other national or international NBB investors central securities depositories (<b>NBB investor (I)CSDs</b>)<sup>1</sup>. Participants in the Securities Settlement System include certain banks, stockbrokers (<i>beursvennootschappen/sociétés de bourse</i>), Euroclear Bank SA/NV (“<b>Euroclear Bank</b>”), Clearstream Banking Frankfurt (“<b>Clearstream</b>”), SIX SIS AG (“<b>SIX SIS</b>”) and Euronext Securities Milan S.p.A. (“<b>Euronext Securities Milan</b>”). Accordingly, the Mortgage Pandbrieven will be eligible to clear through, and therefore accepted by, Euroclear Bank, Clearstream, SIX SIS, and Euronext Securities Milan and investors can hold their interests in the Mortgage Pandbrieven within securities accounts in Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan and any other NBB investor (I)CSDs, or other participants in the Securities Settlement System.</p>

<sup>1</sup> The official list of participants as amended, supplemented and/or replaced from time to time can be consulted on the website of the NBB: <https://www.nbb.be/en/list-nbb-investor-icsds>. The information contained on the website of the National Bank of Belgium ([www.nbb.be](http://www.nbb.be)) does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.



Initial Delivery of Mortgage Pandbrieven	Mortgage Pandbrieven will be credited to the accounts held with the Securities Settlement System by Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (I)CSDs or any other Securities Settlement System participants.
Currencies	Mortgage Pandbrieven will be issued in Euro.
Maturities	Subject to compliance with all relevant laws, regulations and directives, each Mortgage Pandbrief will have the maturity as specified in the relevant Final Terms.
Denomination	Mortgage Pandbrieven will be issued in such denominations as may be specified in the relevant Final Terms save that the minimum denomination of each Mortgage Pandbrief will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Mortgage Pandbrief will be EUR 100,000 and integral multiples thereof.
Fixed Rate Mortgage Pandbrieven	<p>Fixed Rate Mortgage Pandbrieven will bear interest at a fixed rate payable in arrears on the date or dates in each year specified in the relevant Final Terms.</p> <p>If an indication of yield is included in the relevant Final Terms, the yield of each Tranche of Fixed Rate Mortgage Pandbrieven will be calculated on the basis of the relevant issue price at the relevant issue date. It is not an indication of future yield.</p>
Floating Rate Mortgage Pandbrieven	<p>Floating Rate Mortgage Pandbrieven will bear interest set separately for each Series as follows:</p> <ul style="list-style-type: none"> <li>(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 the ISDA Definitions (as defined below), as published by the International Swaps and Derivatives Association, Inc.; or</li> <li>(ii) by reference to EURIBOR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin as specified in the relevant Final Terms.</li> </ul> <p>Interest Periods will be specified in the relevant Final Terms.</p>
Maximum or Minimum Rates of Interest	Floating Rate Mortgage Pandbrieven may specify a Maximum Rate of Interest or a Minimum Rate of Interest, or both, as being applicable in the relevant Final Terms. If a Maximum Rate of Interest is specified, then the interest payable will in no case be higher than such rate and if a Minimum Rate of Interest is specified, then the interest payable will in no case be lower than such rate.

Zero Coupon Mortgage Pandbrievien	Zero Coupon Mortgage Pandbrievien will be issued at a price which is at a discount or premium to their principal amount, and will not bear interest (except in the case of late payment or in case of extension of their Maturity Date, as set out in the Conditions).
Redemption	<p>Mortgage Pandbrievien will be redeemed either (i) at 100% per Calculation Amount, or (ii) at an amount per Calculation Amount specified in the relevant Final Terms, provided that the amount so specified shall be at least 100% per Calculation Amount.</p> <p>The relevant Final Terms will indicate the scheduled maturity date of the Mortgage Pandbrievien (the “<b>Maturity Date</b>”). The relevant Mortgage Pandbrievien cannot be redeemed prior to their stated maturity, other than in certain specified events such as Redemption for Taxation Reasons and/or Redemption for Illegality.</p>
Optional Redemption	The Final Terms issued in respect of each issue of Mortgage Pandbrievien will state whether such Mortgage Pandbrievien may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Noteholders (“ <b>Noteholder Put</b> ”) or at the option of the Issuer (“ <b>Issuer Call</b> ”), and if so, the terms applicable to such redemption shall be as set out in the Terms and Conditions of such Mortgage Pandbrievien, in accordance with the elections made in the relevant Final Terms.
Extended Maturity Date	<p>(i) If (i) the Issuer has insufficient funds available to redeem the Mortgage Pandbrievien of a Series at their Final Redemption Amount in full within five Business Days after their Maturity Date (“<b>Failure to Pay</b>”), or (ii) the Cover Pool Administrator decides to extend the Maturity Date of the relevant Series of Mortgage Pandbrievien in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved, then:</p> <p>A. save to the extent Condition 3(j)(i)(D) applies, the obligation of the Issuer to redeem such Series shall be automatically deferred to, and shall be due on the date falling one year after such Maturity Date which shall be specified in the relevant Final Terms (the “<b>Extended Maturity Date</b>”);</p> <p>B. the Issuer, or as the case may be the Cover Pool Administrator on its behalf, shall give notice of the extension of the Maturity Date to the Extended Maturity Date to the Noteholders of such Series, the Noteholders’ Representative, the Rating Agencies and the Paying Agent as soon as reasonably practicable, it being understood that a failure to notify shall not affect such extension of the Maturity Date;</p> <p>C. the Issuer shall inform the NBB of the reasons for the extension of the Maturity Date within 15 Business Days of such extension, submit an action plan to the NBB</p>

setting out the measures the Issuer intends to take to ensure that all amounts owed shall be repaid on the Extended Maturity Date. If the extension of the Maturity Date is caused by a Failure to Pay, the Issuer shall demonstrate to the NBB that it has taken all reasonable efforts to prevent the extension of the Maturity Date from occurring;

- D. Subject to Condition 3(j)(iii), if and to the extent that on any subsequent Interest Payment Date (as defined in the relevant Final Terms) falling prior to the Extended Maturity Date (each an “**Extension Payment Date**”), the Issuer has available funds, then the Issuer shall (a) give notice thereof to the Noteholders of such Series, the Noteholders’ Representative and the Paying Agent as soon as reasonably practicable and in any event at least two Business Days prior to such Extension Payment Date and (b) apply such available funds to redeem the Mortgage Pandbrievien of such Series on such Extension Payment Date at their Final Redemption Amount; and
  - E. save as otherwise provided for in the relevant Final Terms, interest shall (a) accrue on the unpaid portion of such Final Redemption Amount from (and including) the Maturity Date to (but excluding) the Extension Payment Date, the Extended Maturity Date or, as the case may be, the date the Mortgage Pandbrievien of such Series are fully redeemed in accordance with Condition 3(j)(iii) (b) be payable in arrears on each Extension Payment Date (in respect of the Interest Period then ended) or, if earlier, on the Extended Maturity Date or the date of any redemption pursuant to Condition 3(j)(iii) and (c) accrue at the rate provided for in the relevant Final Terms.
- (ii) An extension of one Series does not automatically trigger the extension of other Series. If the maturity date of any Series of Mortgage Pandbrievien has been extended in accordance with the relevant terms and conditions (the “**Extended Mortgage Pandbrievien**”), and the Maturity Date of another Series of Mortgage Pandbrievien (the “**Relevant Mortgage Pandbrievien**”) falls prior to the extended maturity date of the Extended Mortgage Pandbrievien, the Maturity Date of such Relevant Mortgage Pandbrievien shall also be extended in accordance with Condition 3(j)(i) if on the Maturity Date of the Relevant Mortgage Pandbrievien, the Extended Mortgage Pandbrievien have not yet been redeemed in full and all interest accrued in respect thereof has not been paid. Without prejudice to Condition 17 (*Post-Acceleration Priority of Payments*), the Issuer will only make a payment of principal pursuant to Condition 3(a) (*Final Redemption*) or pursuant to Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) where the Extended Maturity Date of the Relevant Mortgage Pandbrievien falls after the

extended maturity date of the Extended Mortgage Pandbrieven, after or simultaneously with the redemption in full of the Extended Mortgage Pandbrieven and payment of all interest accrued in respect thereof. 'Extended Mortgage Pandbrieven' as referred to in Condition 3(j)(ii) shall include any other Series of Mortgage Pandbrieven extended on the basis of provisions similar to Condition 3(j)(ii) included in the relevant terms and conditions of such other Series of Mortgage Pandbrieven in accordance with Article 13/1, §2 in fine of Annex III to the Banking Law.

- (iii) Notwithstanding Condition 3(j)(i)(D), if a Series of Mortgage Pandbrieven is extended in accordance with Condition 3(j)(i) and any subsequent Extension Payment Date of such Series of Mortgage Pandbrieven falls after the maturity date of any other Series of Mortgage Pandbrieven, payment may be made on another date than an Extension Payment Date, provided that notice thereof is given to the Noteholders of such Series, the Noteholders' Representative and the Paying Agent as soon as reasonably practicable and in any event at least two Business Days prior to the relevant payment date.
- (iv) In the case the Mortgage Pandbrieven to which an Extended Maturity Date applies are Zero Coupon Mortgage Pandbrieven, the outstanding principal amount will for the purposes of Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) be the total amount otherwise payable by the Issuer but unpaid on the relevant Mortgage Pandbrieven on the Maturity Date.
- (v) Any extension of the maturity of Mortgage Pandbrieven under Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) shall be irrevocable. Where Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) applies, failure by the Issuer to redeem in full the relevant Mortgage Pandbrieven on the Maturity Date or on any subsequent Extension Payment Date (or the relevant later date in case of an applicable grace period) shall not constitute a Payment Default (as defined below). However, failure by the Issuer to redeem in full the relevant Mortgage Pandbrieven on the Extended Maturity Date or in accordance with Condition 3(j)(iii) shall be a failure to pay which may constitute a Payment Default.
- (vi) Any payments which may be subject to an extension in accordance with Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) shall not be deemed to constitute an outgoing payment flow (*uitgaande betalingsstroom/flux de paiement sortant*) for the purpose of Article 7, §1 of the Royal Decree of 11 October 2012 on the issuance of Belgian covered bonds by Belgian credit institutions.

- (vii) If the maturity date of any Mortgage Pandbrieven is extended up to the Extended Maturity Date in accordance with Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*), for so long as any of those Mortgage Pandbrieven remains outstanding, the Issuer shall not issue any further Mortgage Pandbrieven, unless the proceeds of issuance of such further Mortgage Pandbrieven are applied by the Issuer upon issuance in redeeming in whole or in part the relevant Mortgage Pandbrieven in accordance with the terms hereof.

- Post-Acceleration Payments      Priority      of      All monies (other than amounts standing to the credit of a swap collateral account, if any, which will be applied in accordance with the provisions of the relevant derivative contract) received or recovered by the Special Estate (whether in the administration, liquidation of the Special Estate or otherwise) following (i) the service of an Acceleration Notice or (ii) a liquidation of the Special Estate in accordance with Article 11, 6° or 7° of Annex III to the Belgian Banking Law (pursuant to which, in case of the opening of a liquidation procedure, the Cover Pool Monitor may under certain circumstances and subject to certain conditions proceed with the liquidation of the Special Estate and the early redemption of the Mortgage Pandbrieven), will be applied in the following order of priority (the “**Post-Acceleration Priority of Payments**”), in each case only if and to the extent that payments or provisions of a higher priority have been made:
- (a) *first*, in or towards satisfaction of all amounts due and payable, including any costs, charges, liabilities and expenses, to the Cover Pool Administrator (including any of its representatives and delegates);
  - (b) *second*, in or towards satisfaction of all amounts due and payable, including any costs, charges, liabilities and expenses, to the Noteholders’ Representative;
  - (c) *third*, on a *pari passu* and *pro rata* basis, in or towards satisfaction of any Expenses which are due and payable to the Operating Creditors;
  - (d) *fourth*, on a *pari passu* and *pro rata* basis, in or towards satisfaction of (i) any *Pari Passu* Swap Amounts and (ii) any payments of amounts due and payable to Noteholders *pro rata* and *pari passu* on each Series in accordance with the Conditions;
  - (e) *fifth*, on a *pari passu* and *pro rata* basis, in or towards satisfaction of any Junior Swap Amounts; and
  - (f) *sixth*, thereafter any remaining monies will be paid to the general estate of the Issuer.

For the purposes of this provision, terms in capital letters have the following meaning:

**“Expenses”** means any costs, charges, liabilities, expenses or other amounts payable by the Issuer or by the Special Estate, as applicable, to any Operating Creditor plus any value added tax or any other tax or duty payable thereon.

**“Derivative Contract Counterparty”** means a counterparty under a derivative contract entered into by the Issuer in relation to the Special Estate.

**“Junior Swap Amount”** means any swap termination amount whereby the Derivative Contract Counterparty is the defaulting party or any such other amount, including any costs, charges, liabilities and expenses, due and payable to a Derivative Contract Counterparty (in accordance with the relevant derivative contract) and which under the relevant derivative contract are expressed to rank junior to interest and principal due to Noteholders and any other party ranking senior in accordance with the Post-Acceleration Priority of Payments.

**“Operating Creditor”** means any of (1) the Paying Agent, (2) the Cover Pool Monitor, (3) the Servicer, (4) any account bank holding assets on behalf of the Special Estate, (5) any stock exchange on which the Mortgage Pandbrievens are listed, (6) the Issuer's statutory auditor(s), legal counsel and tax advisers for services provided for the benefit of the Special Estate, (7) the Rating Agencies in relation to any Mortgage Pandbrievens issued under the Programme, (8) any independent accountant or independent calculation agent for services provided for the benefit of the Special Estate, (9) any custodian in relation to the Programme, (10) any agent or party appointed in accordance with the Programme Documents or any other creditor of amounts due in connection with the management and administration of the Special Estate (11), any Independent Adviser and (12) any other creditor which may have a claim against the Special Estate as a result of any services provided or contracts entered into in relation to the Mortgage Pandbrievens or the Programme, as may from time to time be specified in the Terms and Conditions of any Mortgage Pandbrievens issued under the Programme.

**“Other Creditor”** means the Noteholders' Representative, any Operating Creditor, any Derivative Contract Counterparty and the Cover Pool Administrator.

**“Pari Passu Swap Amount”** means each amount, including any costs, charges, liabilities and expenses, due and payable to a Derivative Contract Counterparty and which under the relevant derivative contract are expressed to rank *pari passu* with interest or principal (as applicable) due to Noteholders.

## Payment Default

Failure by the Issuer to pay (i) any principal amount in respect of any Mortgage Pandbrief on the Extended Maturity Date or pursuant to Condition 3(j) (*Redemption, Purchase and Options – Extension of Maturity up to Extended Maturity Date*), or (ii) any interest in respect of any Mortgage Pandbrief within five (5) Business Days from the day on which such interest becomes due and payable, shall constitute a payment default (“**Payment Default**”) if such failure remains unremedied for ten (10) Business Days after the Noteholders’ Representative has given written notice thereof to the Issuer by registered mail or per courier and with return receipt (“**Payment Notice**”). In case of failure by the Noteholders’ Representative to deliver such Payment Notice, any Noteholder may deliver such notice to the Issuer (with a copy to the Noteholders’ Representative). The date on which a Payment Default occurs shall be the date on which the Noteholders’ Representative or any Noteholder has given notice of such Payment Default plus ten (10) Business Days (the “**Payment Default Date**”).

Without prejudice to the powers granted to the Cover Pool Administrator, if a Payment Default occurs in relation to a particular Series, the Noteholders’ Representative may, and shall if so requested in writing by the Noteholders of at least 66<sup>2/3</sup> per cent. of the principal amount outstanding of the relevant Series of the Mortgage Pandbriev then outstanding (excluding any Mortgage Pandbriev which may be held by the Issuer), serve a notice on the Issuer (“**Acceleration Notice**”) by registered mail or per courier and with return receipt that a Payment Default has occurred in relation to such Series, provided in each case it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

The Acceleration Notice will specify the date on which the Mortgage Pandbriev become immediately due and payable, (the “**Acceleration Date**”), which will be at least two (2) Business Days after the Payment Default Date.

## Withholding Tax

All payments of principal and interest in respect of the Mortgage Pandbriev will be made free and clear of withholding taxes of Belgium unless the withholding is required by law. In such event, the Issuer shall, subject to certain exceptions, pay such additional amounts as shall result in receipt by the Noteholder of such amounts as would have been received by it had no such withholding been required, all as described in “Terms and Conditions of the Mortgage Pandbriev – Taxation”, “Common Reporting Standard – Exchange of information” and “Belgian Taxation on the Mortgage Pandbriev”.

Under Luxembourg general tax laws currently in force, there is, subject to certain exceptions, no withholding tax on payments of principal, premium or interest made to resident or non-resident Noteholders, nor on accrued but unpaid interest in respect of the Mortgage Pandbriev, nor is any Luxembourg withholding tax

payable upon redemption or repurchase of the Mortgage Pandbrieven held by non-resident Noteholders, as further described in “Luxembourg Taxation on the Mortgage Pandbrieven”.

#### Governing Law

Belgian law.

#### Listing and Admission to Trading and approval by the CSSF

Application has been made for Mortgage Pandbrieven of any Series to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) (where it is specified in the relevant Final Terms that such Series of Mortgage Pandbrieven is to be listed and admitted to trading on such market). If specified in the relevant Final Terms, the Mortgage Pandbrieven will be traded only on a specific segment of the regulated market of the Luxembourg Stock Exchange (the “**Professional Segment**”) to which only qualified investors (as defined in the Prospectus Regulation) have access.

The CSSF, in its capacity as the competent authority for the purposes of the Prospectus Regulation, has approved this Base Prospectus as a base prospectus for the purposes of the Prospectus Regulation. Such approval relates only to the Mortgage Pandbrieven to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or, if applicable, the Professional Segment.

#### Ratings

Each Tranche/Series of Mortgage Pandbrieven issued under the Programme may be rated by S&P Global Ratings, acting through S&P Global Ratings Europe Limited (“**S&P**”) and/or by such other rating agency as shall be specified in the relevant Final Terms (each a “**Rating Agency**”, together the “**Rating Agencies**”).

S&P is established in the European Union and is included in the updated list of credit rating agencies registered in accordance with the CRA Regulation published on the ESMA’s website ([www.esma.europa.eu](http://www.esma.europa.eu)) on or about the date of this Base Prospectus. S&P is not established in the UK but the ratings it will issue with respect to the Mortgage Pandbrieven will be endorsed by S&P Global Ratings UK Limited, which is established in the UK and registered under Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”). As such, the ratings issued by S&P may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

Where a Tranche/Series of Mortgage Pandbrieven is to be rated, such rating will be specified in the relevant Final Terms.

Whether or not each credit rating applied for in relation to a relevant Tranche of Mortgage Pandbrieven will be (1) issued or



endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation or by a credit rating agency which is certified under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the Final Terms.

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 or (1) 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 (2) the rating is provided by a credit rating agency not established in the European Union which is certified under the CRA Regulation.

In general, UK 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 UK and registered under the UK CRA Regulation or (1) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

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.

Tranches of Mortgage Pandbrieven issued under the Programme may be rated or unrated.

## Selling Restrictions

Belgium, European Economic Area, Italy, Japan, Switzerland, United Kingdom and United States. See “Subscription and Sale”.

The debt securities of the Issuer are eligible for Category 2 (as specified in the relevant Final Terms) for the purposes of Regulation S under the Securities Act.

The Mortgage Pandbrieven may not be offered, sold or otherwise made available to EEA Retail Investors and UK Retail Investors. See “Subscription and Sale”.

The Mortgage Pandbrieven are not intended to be offered sold, or otherwise made available to, and will not be offered, sold or otherwise made available, in Belgium, to “consumers” (*consommateurs/ consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van Economisch Recht*).

The Mortgage Pandbrieven may only be held by, and may only be transferred to, Eligible Investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax holding their Mortgage Pandbrieven in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement Systems operated by the NBB.

Such Eligible Investors include, inter alia:

- a) Belgian companies subject to Belgian corporate income tax as referred to in Article 2, §1, 5°, b) of the Belgian code on income tax of 1992 (wetboek van de inkomstenbelastingen 1992/code des impôts sur les revenus 1992, the “BITC 1992”);
- b) institutions, associations or companies specified in Article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in (i) and (iii) subject to the application of Article 262, 1° and 5° of the BITC1992;
- c) state regulated institutions (parastatalen/institutions parastatales) for social security, or institutions which are assimilated therewith, provided for in Article 105, 2° of the royal decree implementing the BITC 1992 (koninklijk besluit tot invoering van het wetboek inkomstenbelastingen 1992/arrêté royal d’exécution du code des impôts sur les revenus 1992, the “RD/BITC 1992”);
- d) non-resident investors provided for in Article 105, 5° of the RD/BITC 1992;
- e) investment funds, recognised in the framework of pension savings, provided for in Article 115 of the RD/BITC 1992;
- f) taxpayers provided for in Article 227, 2° of the BITC 1992 which have used the income generating capital for the exercise of their professional activities in Belgium and which are subject to non-resident income tax pursuant to Article 233 of the BITC 1992;
- g) the Belgian State in respect of investments which are exempt from withholding tax in accordance with Article 265 of the BITC 1992;
- h) collective investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants, provided the fund units are not offered publicly in Belgium or traded in Belgium; and
- i) Belgian resident corporations, not provided for under (i) above, when their activities exclusively or principally consist of the granting of credits and loans.

## Use of Proceeds

The net proceeds from each issue of Mortgage Pandbrieven will be applied by the Issuer for its general corporate purposes. If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

In particular, if so specified in the applicable Final Terms, the Issuer may indicate that an amount equivalent to the net proceeds from an issue of such Mortgage Pandbrieven shall be specifically applied to finance and/or refinance, in whole or in part, new or existing green loans (the “**Eligible Green Loan Portfolio**”) as defined in, and subject to the conditions set out in, the Issuer’s Green Bond Framework.

The Issuer’s Green Bond Framework is publicly available on the Issuer’s website (<https://www.argenta.eu/investor-relations/debt-issuance.html>). The Green Bond Framework is not incorporated by reference into this Base Prospectus.

Investors should have regard to the factors described under the section headed “Risk related to the Mortgage Pandbrieven” in the Base Prospectus, in particular the risk factor entitled “*Specific risks relating to Green Bonds*”.

## RISK FACTORS

*Prior to making an investment decision, prospective purchasers of the Mortgage Pandbrieven should consider carefully, in light of the circumstances and their investment objectives, the information contained in this entire Base Prospectus (including the documents incorporated by reference herein) and reach their own views prior to making any investment decision and consult with their own professional advisors (if they consider it necessary).*

*This section sets out the risks which the Issuer believes are specific to it and/or to the Mortgage Pandbrieven and which are deemed to be material to investors for taking an informed decision in respect of Mortgage Pandbrieven issued under the Programme. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Mortgage Pandbrieven issued under this offering. All of these factors are contingencies which may or may not occur.*

*In addition, factors which are material for the purpose of assessing the market risks associated with the Mortgage Pandbrieven are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Mortgage Pandbrieven, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Mortgage Pandbrieven may occur for other reasons which may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Mortgage Pandbrieven. The Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control.*

*Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision and consult with their own professional advisors (if they consider it necessary).*

**“Argenta Group”** means Argenta Bank- en Verzekeringsgroep NV and its subsidiaries from time to time (including the Issuer).

**“Bank Pool”** means the Issuer and its subsidiaries from time to time.

Capitalised terms used herein and not otherwise defined shall bear the meanings ascribed to them in “Terms and Conditions of the Mortgage Pandbrieven” below.

### **FACTORS THAT MAY AFFECT THE ISSUER’S ABILITY TO FULFIL ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THE MORTGAGE PANDBRIEVEN**

#### **1. Risks related to the Issuer’s financial situation**

##### *1.1 The earnings and the capital position of the Issuer are subject to fluctuations caused by market risks*

The Issuer is exposed to different types of market risks, such as interest rate risk and spread risk.

Interest rate risk is the primary market risk to which the Issuer is exposed. Changes in the levels of interest rates can have an adverse effect on the earnings of the Issuer and the market values of its investments. A major component of the Issuer’s business strategy consists of attracting short to medium-term funds (primarily *via* savings deposits placed by retail customers, but also *via* wholesale funding), and investing these through a variety of loans and investments. The terms of these reinvestments do not necessarily match with the duration of the short to medium-term funds that were attracted. The impact on earnings and market values of interest rate changes depends on the size of the duration mismatch between assets and liabilities, and the existence of embedded options on the balance sheet.

The Issuer has a strong concentration of regulated saving accounts in Belgium. Under Belgian law, the Issuer is required to pay a minimum guaranteed interest rate on regulated saving accounts. As a result, the Issuer may not be able to fully translate a decrease in market interest rates in the pricing of its saving accounts, which may negatively affect its net interest rate margin.

The Issuer provides mortgage loans to Belgian retail clients who are allowed to prepay, under Belgian law, the outstanding capital at a fixed penalty. In case of decreasing interest rates there is a risk that the fixed penalty (which is an amount fixed by the Applicable Banking Regulation (as defined below)) does not compensate fully the Issuer for the future earning losses that the Issuer will incur in case of prepayment of loans by customers.

The Issuer uses a range of instruments and strategies to partly hedge against interest rate risks. If these instruments and strategies prove ineffective or only partially effective, the Issuer may suffer losses. Unforeseen market developments may significantly reduce the effectiveness of measures taken by the Issuer to hedge such risks. Gains and losses from ineffective risk-hedging measures may heighten the volatility of results achieved by the Issuer and could therefore have an adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer is exposed to credit spread risk through its investment portfolio. Fluctuations in credit spreads may have an adverse effect on the market value of debt securities in the Issuer's investment portfolio. Depending on the accounting treatment of these instruments, these market value fluctuations may affect the capital position of the Issuer.

## *1.2 Risks affecting the Issuer's procurement of liquidity*

The procurement of liquidity for the Issuer's operations and access to long term finance is crucial to achieve the Issuer's strategic goals, as they enable the Issuer to meet payment obligations in cash and on delivery, scheduled or unscheduled, so as not to prejudice the Issuer's activities or financial situation.

Liquidity risk is the risk that an insufficient amount of assets can be realised in order to repay financial liabilities at the moment these become due. Although the Issuer believes it currently has a satisfactory liquidity position, its procurement of liquidity could be adversely impacted by:

- substantial outflows in deposits;
- an unexpected prolongation of the outstanding receivables, e.g. the default of a loan;
- the risk that assets may be liquidated only at a serious discount due to a lack of interested counterparties on the market;
- the inability to access the debt market, sell products or refinance existing obligations as a result of the deterioration of market conditions, a lack of confidence in financial markets, uncertainty and speculation regarding the solvency of the Issuer, a rating downgrade of the Issuer, and/or operational problems;
- substantial outflow of liquidity due to fluctuations in collateral requirements related to derivative transactions in the context of hedging arrangements.

The inability of the Issuer to raise required funds on terms that are favourable to the Issuer, difficulties in obtaining long-term financings on terms which are favourable to the Issuer or addressing the consequences of substantial outflows could adversely affect the Issuer's business, financial condition and results of operations. In this respect, the adoption of liquidity requirements under Basel III and CRD IV (as defined below) must also be taken into account since these could give rise to an increased competition leading to an increase in the costs of attracting necessary deposits and funding.

Furthermore, protracted market declines can reduce the liquidity of markets that are typically liquid. If, in the course of its activities, the Issuer requires significant amounts of cash on short notice (in excess of anticipated cash requirements), the Issuer may have difficulty selling investments at attractive prices, in a timely manner, or both. In such circumstances, market operators may fall back on support from central banks and governments by pledging securities as collateral. Unavailability of liquidity through such measures, or the decrease or discontinuation of such measures could result in a reduced availability of liquidity on the market and higher costs for the procurement of such liquidity when needed, thereby adversely affecting the Issuer's business, financial condition and results of operations.

The inability of a financial institution, including the respective entities of the Issuer, to anticipate and take into account unforeseen falls or changes in its sources of financing can affect such a financial institution's ability to fulfil its obligations when they fall due.

### *1.3 As a large credit institution, the Issuer's business is subject to credit risk*

Credit risk is the risk that a counterparty cannot meet its payment obligations. This can be as a result of the insolvency of a customer or a counterparty or otherwise. This risk arises in both traditional loan portfolios as well as investment portfolios. Any adverse changes in the credit quality of the Issuer's borrowers, counterparties or other obligors could affect the recoverability and value of its assets.

The Issuer's assets are highly concentrated in lending to private individuals, more specifically mortgage loans to individuals in Belgium and the Netherlands (as at 30 June 2022 the book value exposures of mortgage loans stood at EUR 17.6 billion and EUR 19.2 billion respectively, or 34% and 37% of the total balance sheet respectively). In addition, the Issuer is also diversifying its loan portfolio into lending to Belgian local governments and real estate counterparties. Any adverse shock in these markets, such as declining residential real estate prices, could negatively affect the results of the Issuer's credit portfolio because of the impact on the recovery value of the collateral. All this could be further exacerbated in the event of a prolonged economic downturn or worsening market conditions. The consequences of rising inflation, the economic and financial fall-out of the war in Ukraine, a decrease in the credit quality of borrowers and counterparties of the Issuer, a general deterioration of the Belgian, Dutch or global economic condition or a decrease caused by systemic risks can affect the recoverability of outstanding loans and the value of the Issuer's assets. It can also require an increase of the provision for Non-Performing Loans, as well as other provisions. Any increase in provision for loan losses, any loan losses in excess of the previously determined provisions or changes to estimates of the risk of loss inherent in the portfolio of non-impaired loans could have a material adverse effect on the Issuer's business, results of operation or financial condition.

The Issuer holds a diversified portfolio of market securities in its investment portfolio (as at 30 June 2022 the book value stood at EUR 9.2 billion or 18% of the total balance sheet). These counterparties may default on their obligations to the Issuer due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons. Other parties to which the Issuer is exposed include, among others, counterparties under swaps and other derivative contracts, clearing agents, exchanges, clearing houses, guarantors and other financial intermediaries.

The performance of the Issuer is thus primarily affected by the level and the cyclical nature of the business activities (investment services) in Belgium and the Netherlands, which in turn are influenced by domestic and international economic and political events.

1.4 *The earnings and the capital position of the Issuer are subject to business risk, model risk and climate risk*

Business risk is the risk that current and future earnings, and capital levels will be affected by changes in business volumes or by changes in margins and costs. Both of these can be caused by external market conditions and/or the inability of the Issuer as an organisation to respond to these. This risk also takes into account poor diversification of earnings or the inability to maintain a sufficient and reasonable level of profitability.

Because of the strong concentration in mortgage loans to retail clients in the Belgian and Dutch retail markets the Issuer is exposed to adverse developments in these markets. This includes the risk that target production volumes cannot be reached, or a decrease in the commercial margins is observed, as a result of increased market competition or other adverse events.

Model risk is the risk of decisions and calculations being related to the erroneous development, implementation and/or wrong usage of models. Model risk is managed by adopting the principles and controls set forth by the model risk management framework (“**MRMF**”).

Climate risk can be split between physical climate risk (more frequent or severe weather events like flooding, drought or storms, changes in the weather pattern or the rise in sea levels) and transition risk (changes in client and market behaviour, policy, technology and legislation related to moving to a less polluting, greener economy). The Issuer considers climate risk as part of the financial risks to which it is exposed and which could have an impact on the management and value of its retail portfolio and its investment portfolio.

Business risk, model risk and climate risk could have an adverse effect on the earnings and capital position of the Issuer and its financial condition.

**2. Risk related to the macroeconomic environment**

The potential recession caused by the coronavirus (COVID-19) pandemic or high inflation and rising interest rates as well as geopolitical shocks (such as the war between Russia and Ukraine that started in February 2022) could lead to new measures in the financial sector and a potential impact on the Issuer.

It is expected that this crisis will have an impact on credit losses in the coming years. Especially the potential increase in unemployment rates and decrease in house prices could weigh negatively on expected credit losses.

Given the uncertainty surrounding the further evolution of the pandemic and war between Russia and Ukraine, it is impossible at any given time to make a reliable estimate of what the consequences will be for the global economy and, more specifically, for the Issuer. The Issuer is closely monitoring the situation and it is adopting a cautious and conservative approach. As at 30 June 2022, the Issuer’s Common Equity Tier 1 ratio (IRB approach and phased in) amounted to 22.4% and the Issuer’s Liquidity Coverage Ratio (“**LCR**”) amounted to 197% and its Net Stable Funding Ratio (“**NSFR**”) amounted to 145%. Depending on future developments relating to the economic and health impact of those crises, there could be a material and adverse effect on the Issuer’s results of operations, financial condition or prospects.

Noteholders should be aware that the risks linked to the COVID-19 pandemic and war between Russia and Ukraine can also have an adverse influence on the other risks described hereafter.

### **3. Risks relating to the Issuer's business operations**

#### *3.1 The Issuer has to contend with operational/non-financial risks, including fraudulent and other criminal activities (both internal and external), breakdowns in processes or procedures and systems failure or non-availability*

The Issuer is exposed to different types of non-financial risks such as compliance risk, legal risk, human resources risk, business continuity risk, (out)sourcing risk, brand & sustainability risk, strategic and change risk, risk in processes, information security & cyber risk, fraud risk, IT risk and data related risks.

On the other hand, the Issuer needs to process a very large number of transactions efficiently, accurately and in accordance with internal policies and external legislation and regulations. Potential non-financial risks include violation of the money laundering legislation, breach of confidentiality obligations and the execution of unauthorised transactions. Non-financial risks and losses result from inadequate or failed internal processes (such as processes not aligned with the legal requirements), human actions (including fraud, employee errors), systems failure, or due to external events (such as cybercrime, breaches of data security, natural disasters or malfunctions of external systems, including those of the Issuer's suppliers or counterparties). The consequences of these may extend to financial or reputational loss, as well as loss of data. Additionally, the loss of key personnel could adversely affect the Issuer's operations and results.

The Issuer expects that non-financial risks will gradually become more important in the Issuer's various businesses, owing to, amongst other things, the rapidly changing technological environment, the increasing complexity, as well as a general trend towards outsourcing of non-core business activities.

The information security & cyber and data protection risk is a specific risk to which the Issuer is exposed. The Issuer processes significant volumes of personal data relating to customers as part of its business, some of which may also be classified under legislation as sensitive personal data. The Issuer must therefore comply with strict data protection and privacy laws and regulations and bears the risk of penalties if it does not comply with the standards as set by General Data Protection Regulation (EU) 2016/679, such as a personal data breach, meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Issuer.

The Issuer also faces the risk of a breach in the security of its information and communications technology ("ICT") systems, for example from increasingly sophisticated attacks by cybercrime groups. In recent years, financial institutions have been impacted by a number of cyber incidents.

Data breaches or cyber-crimes could have a material adverse impact on the Issuer's reputation and on its business, financial condition, operating results and prospects.

### **4. Legal, regulatory and tax risks**

#### *4.1 The Issuer is subject to the risk of having insufficient capital resources to meet the minimum regulatory capital requirements*

Under Basel II and III, capital requirements are inherently more sensitive to market movements compared to previous regimes. Capital requirements will increase if economic conditions or negative trends in the financial markets worsen. Any failure of the Issuer to maintain its minimum regulatory capital ratios could result in administrative actions or sanctions, which in turn may have a material adverse impact on the Issuer's results of operations. A shortage of available capital may restrict the Issuer's opportunities for expansion.

Please refer to the section "Banking Supervision" on page 167 for a more detailed overview of the applicable legal and regulatory framework.



4.2 *Increased and changing regulations of the financial services industry may have an adverse effect on the Issuer*

Wherever the Issuer operates, it is subject to laws, regulations, administrative measures, and policies governing financial services. Changes in the supervisory framework and regulations may affect the activities, products, and services that the Issuer offers, or the value of its assets. Current regulation and future regulatory developments could have an adverse impact on the business of the Issuer.

Significant regulatory developments have taken place in response to the global financial crisis, including various initiatives and measures by the EU and individual national governments, the stress test coordinated by the European Banking Authority in collaboration with the ECB and liquidity risk assessments at European and national level. Recent regulatory and legislative developments applicable to credit institutions such as the Issuer may adversely impact the Issuer, its business, financial condition or results of operation. A non-exhaustive overview of certain important regulatory and legislative developments, such as changes to the prudential requirements for credit institutions, capital adequacy rules, recovery and resolution mechanisms, is set out in section “Description of the Issuer” on page 144.

Moreover, there seems to have been an increase in the level of scrutiny applied by governments and regulators to enforce applicable regulations and calls to impose further charges on the financial services industry in recent years. Such increased scrutiny or charges may require the Issuer to take additional measures which, in turn, may have adverse effects on its business, financial condition and results of operations.

Although the Issuer works closely with its regulators and continually monitors regulatory developments, there can be no assurance that additional regulatory or capital requirements will not have an adverse impact on the Issuer, or its business, financial condition or business results.

There can be no assurance that the implementation of these new standards, or any other new regulation, will not require the Issuer to issue securities that qualify as regulatory capital, or to liquidate assets or curtail business, all of which may have adverse effects on its business, financial condition or business results.

The business operations of the Issuer are subject to ongoing regulation and associated regulatory risks, including the effects of changes in the laws, regulations, policies and interpretations in Belgium and other countries in which the Issuer operates.

Changes in supervision and regulation could materially affect the Issuer’s business, products and services offered by it, or the value of its assets. In addition, the level of supervision by the governments and supervisory authorities and the enforcement of the applicable rules seem to have increased with the start of the global economic crisis, combined with increased pressure to impose further regulation and levies on the financial services sector. There can be no assurance that such increased scrutiny or charges will not require the Issuer to take additional measures, which in turn may have adverse effects on its business, financial condition or business results.

With regard to taxation, the Issuer’s structure entails that a major part of the funding of the Issuer (including the branch office in the Netherlands) is stemming from deposits, which makes the Issuer sensitive to changes in Deposit Guarantee Scheme (“DGS”) contributions and bank levies.

## RISKS RELATING TO THE MORTGAGE PANDBRIEVEN

### 1. Risks relating to the Special Estate and the Cover Assets

#### 1.1 *Liquidity risk*

The maturity and amortisation profile of the Cover Assets may not match the repayment profile and maturities of the outstanding Mortgage Pandbrieven, therefore creating a liquidity shortage and as a consequence a need for liquidity solutions at the level of the Programme.

The Belgian Covered Bonds Regulations require issuing credit institutions to have in place a liquidity buffer, in order to enable the issuing credit institution to at all times cover (i) the Net Liquidity Outflow (as defined below) of the relevant issue or issue programme, as well as (ii) the maximum cumulative Net Liquidity Outflow calculated over a six month period (see Section “*Overview of the Legal Framework for Belgian Covered Bonds and Belgian Pandbrieven*”). To comply with the test, the Issuer is entitled to hold certain liquid assets.

Under the terms and conditions of the Mortgage Pandbrieven, the Issuer furthermore has the option to purchase or repurchase, or to subscribe to, its own Mortgage Pandbrieven for liquidity purposes (including, without limitation, for transactions with the European Central Bank) (see Conditions 3(g) and 3(h)). Also, under the terms and conditions of the Mortgage Pandbrieven, the maturity of the Mortgage Pandbrieven will automatically be extended if and to the extent that the Issuer would not be in a position to repay the Mortgage Pandbrieven within five (5) Business Days of their Maturity Date, if the Cover Pool Administrator decides to extend the Maturity Date of the relevant Series of Mortgage Pandbrieven in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved, or if on the Maturity Date, there is another Series of Mortgage Pandbrieven outstanding which was previously extended and which the Issuer fails to fully redeem on or prior to the Maturity Date. The Extended Maturity Date will be specified in the relevant Final Terms. Pursuant to the Belgian Covered Bonds Regulations, such Extended Maturity Date may not be later than one year from the original Maturity Date. Any payment which is subject to such an extension shall, however, not be considered as an outgoing payment flow (*uitgaande betalingsstroom/flux de paiement sortant*) for purposes of the aforementioned liquidity buffer.

Furthermore, there are possible mismatches in the rates of interest received on the Cover Assets and interest to be paid on the Mortgage Pandbrieven. This risk is mitigated by adding additional Cover Assets to the Special Estate (overcollateralization) or could be mitigated by the entrance into Derivative Contracts (see 1.13 “*Reliance on Derivative Contract Counterparties*”).

#### 1.2 *Value and maintenance of the Special Estate*

The Noteholders will, in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved, have an exclusive claim on the Special Estate together with the Other Creditors (as defined in Condition 17). The Cover Tests (as defined in in paragraph 1.2.5.2 of Section “*Overview of the Legal Framework for Belgian Covered Bonds and Belgian Pandbrieven*”) applicable to the Special Estate are intended to ensure that the Issuer maintains an adequate amount of Cover Assets in the Special Estate to enable the Issuer to meet its obligations under the Mortgage Pandbrieven. Since the economic value of the Cover Assets may change, the value of the Special Estate may decrease over time (e.g., if there is a general decline in property values or an increase in borrower defaults, or a combination thereof).

Borrowers may default on their obligations under the Residential Mortgage Loans. Defaults may occur for a variety of reasons. Credit, liquidity and interest rate risks affect the ability of borrowers to repay the Residential Mortgage Loans. In addition the value of a real estate may change compared to its value at the origination of the related Residential Mortgage Loan.

Various general factors influence mortgage delinquency rates, prepayment rates, repossession frequency, the ultimate payment of interest and principal and the value of a real estate, such as changes in the international, national or regional economic climate or housing conditions, which can be directly or indirectly affected by natural disasters, civil disturbances or pandemics, etc. Other general factors possibly influencing the mortgage delinquency rates and values of real estate are changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies.

Factors in mortgage borrowers' individual, personal or financial circumstances may also affect their ability to repay the Residential Mortgage Loans. Loss of earnings, illness, divorce or widespread health crises or the fear of such crises (including, but not limited to, coronavirus/COVID-19 (or any strain of the foregoing), or other epidemic and/or pandemic diseases) and other similar factors may lead to an increase in delinquencies by borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the Mortgage Loans. In addition, governmental action or inaction in respect of, or responses to, any widespread health crises or such potential crises (such as those mentioned previously), whether in Belgium or in any other jurisdiction, may lead to a deterioration of economic conditions both globally and also within Belgium. Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described in this paragraph and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Mortgage Pandbrieven.

The above factors (or a combination of them) may have an adverse effect on mortgage borrowers' ability to meet their mortgage payment obligations and/or value of the real estate. This could reduce the value of the Residential Mortgage Loans and could result in losses for the Noteholders (and Other Creditors) if the Special Estate is liquidated.

In addition, although the Cover Tests (and the Issuer's obligation to remedy breaches of the Cover Tests) are intended to ensure that the value of the Special Estate (as determined in accordance with the Belgian Covered Bonds Regulations) is greater than the outstanding principal amount of Mortgage Pandbrieven issued under the Programme and covered by the Special Estate, the Issuer may not be in a position to originate or add Residential Mortgage Loans to the Special Estate in the future or the income generated by or proceeds resulting from any sale or realisation of the Cover Assets may at the time of realisation not be sufficient to enable the Issuer to meet its obligations under the Mortgage Pandbrieven.

### 1.3 *Set-off risk*

Under Belgian law, legal set-off occurs where two persons hold claims against each other, provided, in general, that their debts exist, are fungible, liquid (*vaststaand/liquide*) and due (*opeisbaar/exigible*). As a result, set-off rights may arise in respect of cross-claims between an underlying debtor of a Residential Mortgage Loan and the Issuer, potentially reducing amounts receivable by the Special Estate.

Pursuant to the Mobilisation Law (as defined in paragraph 1.1 of Section "*Overview of the Legal Framework for Belgian Covered Bonds and Belgian Pandbrieven*"), the underlying debtor of a Residential Mortgage Loan may no longer invoke set-off of its debt with any claim that it would have against the Issuer if the claim of the underlying debtor would only arise, or the conditions for set-off (as set out in the preceding paragraph) would only be met, after (i) notification/acknowledgement of the registration/transfer of the Residential Mortgage Loan in/to the Special Estate or (ii) (regardless any notification/acknowledgement) the opening of insolvency proceedings against the Issuer or concurrence of creditors.

The Special Estate may nevertheless still be subject to the rights of the underlying debtors of Residential Mortgage Loans to invoke set-off against the Special Estate to the extent that the relevant claims against the Issuer arise, or the conditions for set-off against the Issuer are met, prior to the earlier of (i) the notification of the registration/transfer of the loan or (ii) the opening of insolvency proceedings against

the Issuer or concurrence of creditors. The exercise of set-off rights by underlying debtors may adversely affect the value of the Special Estate, may additionally affect any sale proceeds of the Special Estate and may ultimately affect the ability of the Issuer or, as the case may be, the Cover Pool Administrator to make payments under the Mortgage Pandbrieven.

#### 1.4 Limited description of the Special Estate

Other than receipt of the regular investor report, the Noteholders will not receive detailed statistics or information in relation to the Cover Assets in the Special Estate. There is no assurance that the characteristics of the Cover Assets allocated to the Special Estate on the relevant Issue Date will be the same as those of the Cover Assets in the Special Estate as at any date thereafter. As such, it is possible that the composition of the Special Estate changes after the date of this Base Prospectus and these changes may have an adverse effect on the Issuer's financial position and its ability to perform its obligations under the Mortgage Pandbrieven.

#### 1.5 *Mortgage mandates*

Pursuant to the Belgian Covered Bonds Legislation, a Residential Mortgage Loan which is partly secured by a mortgage mandate may be included in the Special Estate. Subject to certain valuation rules (see "*Overview of the Legal Framework for Belgian Covered Bonds and Belgian Pandbrieven*"), the amounts secured by the mortgage mandate may be taken into account for the purposes of the Cover Tests.

Noteholders should be aware that such mortgage mandate is not a security and that it will only provide a security interest once the mandate has been exercised and a mortgage has been registered. Accordingly, prior to such exercise, the Special Estate will not benefit from any security in respect of that portion of a Residential Mortgage Loan covered by the mortgage mandate. Moreover, in certain circumstances as further set out below, exercise of a mandate may even no longer be possible or may no longer result in valid and effective security.

The following limitations, amongst others, exist in relation to the conversion of mortgage mandates:

- the borrower or the third party collateral provider that has granted a mortgage mandate may transfer or otherwise encumber the relevant piece of real estate to a third party acting in good faith, and a mortgage registered pursuant to the exercise of the mortgage mandate after such transaction has been recorded at the mortgage register will not be enforceable against that third party, although this would generally constitute a contractual breach of the standard loan documentation;
- the borrower or the third party collateral provider that has granted a mortgage mandate may grant a mortgage to a third party that will rank ahead of the mortgage to be created pursuant to the conversion of the mortgage mandate, although this would generally constitute a contractual breach of the standard loan documentation;
- if a conservatory or an executory attachment of the real property covered by the mortgage mandate has been filed by a third party creditor of the borrower or, as the case may be, of the third party collateral provider, a mortgage registered pursuant to the exercise of the mortgage mandate after the writ of attachment has been recorded at the mortgage register will not be enforceable against the creditor who filed the attachment;
- if the borrower or the third party collateral provider is an undertaking (*onderneming/entreprise*) within the meaning of Article I.1, 1° of the Belgian Code of Economic Law (i.e. individuals carrying out a professional activity on a self-employed basis):

- the mortgage mandate can no longer be converted following the bankruptcy of the borrower or, as the case may be, the third party collateral provider and any mortgage registered at the mortgage register after the bankruptcy judgment is void; and
- a mortgage registered at the mortgage register pursuant to the exercise of a mortgage mandate during the pre-bankruptcy investigation period (i.e., after the date of cessation of payments that may be fixed by the court) for a pre-existing loan will not be enforceable against the bankrupt estate. Under certain circumstances, the clawback rules are not limited in time, for example, where a mortgage has been granted pursuant to a mortgage mandate and in order to "fraudulently prejudice" creditors; and
- mortgages registered after the day of cessation of payments of debt can be declared void by the bankruptcy court, if the registration was made more than fifteen days after the creation of the mortgage; and
- the effect of a judicial reorganisation (*gerechtelijke reorganisatie/réorganisation judiciaire*) of a borrower or of a third party collateral provider on the mortgage mandate is uncertain;
- if the borrower or the third party collateral provider, as the case may be, is not an undertaking and started collective debt settlement proceedings, a mortgage registered at the mortgage register after the court has declared the request admissible is not enforceable against the other creditors of the borrower or of the third party collateral provider;
- besides the possibility that the borrower or the third party collateral provider may grant a mortgage to another lender discussed above, the mortgage to be created pursuant to a mortgage mandate may also rank behind certain statutory mortgages (such as, for example, the statutory mortgage of the tax and the social security authorities) to the extent these mortgages are registered before the exercise of the mortgage mandate. In this respect, it should be noted that the notary involved in preparing the mortgage deed will need to notify the tax administration, and, as the case may be, the social security administration before finalising the mortgage deed pertaining to the creation of the mortgage;
- if the borrower or the third party collateral provider, as the case may be, is an individual, certain limitations apply to the conversion of the mortgage mandate into a mortgage if the borrower or third party collateral provider dies before the conversion.

In addition, prior to such exercise, third parties acting in good faith may register prior-ranking mortgages.

Once a mandate is exercised, the ensuing mortgage will rank at the highest level available at the time of registration of such mortgage.

#### 1.6 *Changes to the lending criteria of the Issuer*

Each of the Residential Mortgage Loans originated or to be originated by the Issuer will have been/will be originated in accordance with its lending criteria applicable at the time of origination. It is expected that the Issuer's lending criteria will generally consider, *inter alia*, type of property, term of the loan, age and status of the applicant, the loan-to-value ratio, the debt service to income ratio and credit history.

The Issuer retains the right to revise its lending criteria from time to time as a reasonable, prudent mortgage lender. If the lending criteria change in a manner that affects the creditworthiness of the Residential Mortgage Loans, this may lead to increased defaults by borrowers and may ultimately negatively affect the realisable value of the Special Estate, or part thereof, and the ability of the Issuer to make payments under the Mortgage Pandbrieven.

### 1.7 *Belgian bankruptcy proceedings*

Although any bankruptcy proceedings with respect to the Issuer would be limited to the General Estate, there may be some adverse consequences with respect to the Special Estate as well.

Pursuant to the Belgian Covered Bonds Legislation, an insolvency administrator has a legal obligation to cooperate with the Supervisory Authority and the Cover Pool Administrator in order to enable them to manage the Special Estate in accordance with the Belgian Covered Bonds Regulations. There may be certain practical difficulties in this respect which may cause a delay in the execution of the obligations of the Special Estate towards the Noteholders (and Other Creditors).

Upon the initiation of bankruptcy proceedings against the Issuer, an insolvency administrator is entitled, after consultation with the NBB, to require that the assets, which are with certainty no longer necessary as Cover Assets, return to the General Estate. The preparatory works of the Belgian law of 3 August 2012 introducing the legal regime for Belgian covered bonds specified that the determination as to whether certain cover assets constitute a surplus that is not necessary for the payment of the Noteholders must take place in consultation with the NBB and must take into account not only the regulatory requirements but also, as the case may be, the maintenance of the ratings assigned by external credit ratings agencies. Even so, this would affect the value of the Special Estate and this may ultimately affect the repayment of the Mortgage Pandbrieven.

### 1.8 *Sale of Cover Assets by the Cover Pool Administrator*

The NBB may in accordance with Article 8 of Annex III to the Belgian Banking Law, appoint a Cover Pool Administrator in certain circumstances including (a) upon the adoption of a measure or sanction as referred to in Article 8, § 1, 1° of Annex III to the Belgian Banking Law in respect of the Issuer if such measure or sanction or the reason(s) why it is imposed may, in the opinion of the NBB, negatively affect (*aantasten/affecter*) the rights of the Noteholders and/or third parties having a claim on the Special Estate; (b) in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved; (c) upon the withdrawal of any of the authorisations referred to in Articles 80, §1 and 81, §1 of the Belgian Banking Law; and in circumstances where the situation of the Issuer is such that it may seriously affect (*ernstig in gevaar kan brengen/mettre gravement en péril*) the interests of the Noteholders. Following such appointment, the Cover Pool Administrator, or any person appointed by the Cover Pool Administrator, will be entitled to sell in whole or in part the Cover Assets in order to help satisfy the Issuer's obligations in respect of the Mortgage Pandbrieven. Without prejudice to the powers of the Cover Pool Administrator to liquidate the Special Estate in the circumstances set out in Article 11 of Annex III to the Belgian Banking Law, the Cover Pool Administrator needs the approval of the NBB and of the Noteholders' Representative for every transaction, including the sale of Cover Assets, that entails or risks to entail that the Cover Tests, the Liquidity Buffer or the contractual provisions can no longer be fulfilled.

There is no guarantee that the Cover Pool Administrator will be able to sell in whole or in part the Cover Assets as the Cover Pool Administrator may not be able to find a buyer at the time it wants to sell. In such case, there may be insufficient funds to make payments under the Mortgage Pandbrieven.

### 1.9 *Transfer of the Special Estate in a situation of distress*

In case liquidation proceedings are initiated against the Issuer, the Cover Pool Administrator, appointed in accordance with Article 8 of Annex III to the Belgian Banking Law, may, subject to the approval of the NBB and following consultation with the Noteholders' Representative, transfer the Special Estate (i.e. all assets and liabilities) and its management to an institution which will be entrusted with the continued performance of the obligations to the Noteholders in accordance with the applicable Terms and Conditions.

Even though the rights of the Noteholders against the Special Estate will be maintained and will follow the Special Estate on any such transfer, investors should be aware that in such circumstances the obligor under the Mortgage Pandbrieven will no longer be the Issuer, but will be the institution to which the Special Estate is transferred. Any such transfer and change of debtor will be discussed with the Noteholders' Representative but will not require the consent of the Noteholders.

In a similar vein, within the framework of resolution measures taken in accordance with the provisions of the Belgian Banking Law, the Relevant Resolution Authority may under certain conditions impose a transfer of all or part of the assets and/or liabilities of the Issuer to (a) a bridge institution (*instrument van de overbruggingsinstelling/instrument de l'établissement-relais*), (b) a specially created asset management vehicle (*instrument van afsplitsing van activa/instrument de séparation des actifs*), or (c) another acquirer (*instrument van verkoop van de onderneming/instrument de cession des activités*) (Article 255 and following of the Belgian Banking Law). Such transfer may include the Special Estate. In such event, the rights of the Noteholders will be maintained and transferred together with the cover assets that form the Special Estate. Such transfer may have an adverse effect on the value of the Mortgage Pandbrieven.

#### *1.10 Other Creditors of the Cover Pool and subordination*

The terms and conditions provide, in accordance with the Belgian Covered Bonds Regulations, that the Other Creditors also have recourse against the Special Estate. These include the Noteholders' Representative, any Operating Creditor and any Derivative Contract Counterparty, as well as the Cover Pool Administrator.

Moreover, in accordance with the Post-Acceleration Priority of Payments (see Condition 17 (*Post-Acceleration Priority of Payments*)) the claims of the Noteholders may be subordinated to the claims of the Noteholders' Representative, the Cover Pool Administrator and the Operating Creditors and will rank *pari passu* with the claims of any Derivative Contract Counterparty (subject to certain exceptions).

As a result, it is possible that none or only part of the proceeds of the Special Estate are applied in satisfaction of amounts due and payable to the Noteholders which may result in a loss to Noteholders.

#### *1.11 Noteholders may not immediately accelerate the Covered Bonds upon a breach of the Cover Tests or the Liquidity Buffer or an Issuer's bankruptcy*

Breach of the Cover Tests or the Liquidity Buffer and the opening of liquidation proceedings with respect to the Issuer will not give them the right to declare the Mortgage Pandbrieven immediately due and payable. Mortgage Pandbrieven which have not yet reached their maturity will not automatically accelerate as a result of a breach of the Cover Tests or the Liquidity Buffer or the opening of a liquidation procedure against the Issuer, without prejudice to an early repayment of the Covered Bonds and liquidation of the Special Estate pursuant to Article 11, 6° and 7° of Annex III to the Belgian Banking Law (see "*Overview of the Legal Framework for Belgian Covered Bonds and Belgian Pandbrieven*").

Other than pursuant to a Payment Default after which an Acceleration Notice has been served under Condition 16 (*Payment Default and Cross-Acceleration*) or pursuant to Article 11, 7° of Annex III to the Belgian Banking Law, the Noteholders cannot direct an acceleration of the Mortgage Pandbrieven.

#### *1.12 Reliance on other third parties*

The Issuer has entered into agreements with a number of third parties which have agreed to perform services for the Special Estate. To the extent such counterparties do not perform their obligations under the Programme Documents, this may result in the Special Estate not being able to meet its obligations under the Mortgage Pandbrieven. This may have an adverse effect on a Noteholder's investment in the Mortgage Pandbrieven and its return.

None of the third parties will have any obligation itself to advance payments that Borrowers fail to make in a timely fashion. Noteholders will have no right to consent to or approve of any actions taken by such third parties.

#### 1.13 *Reliance on Derivative Contract Counterparties*

To provide a hedge against interest rate and/or other risks in respect of amounts received by the Issuer under the Residential Mortgage Loans forming part of the Cover Assets and under the other Cover Assets and the interest rate and amounts payable by the Issuer under the Mortgage Pandbrieven, the Issuer may—although it is not the intention at the date of the Base Prospectus—enter into a Derivative Contract with a Derivative Contract Counterparty in respect of a Series of Mortgage Pandbrieven.

If the Issuer fails to make timely payments of amounts due under any Derivative Contract, then it will have defaulted under that Derivative Contract. A Derivative Contract Counterparty is only obliged to make payments to the Issuer as long as the Issuer complies with its payment obligations under the relevant Derivative Contract. If the Derivative Contract Counterparty is not obliged to make payments or if it defaults on its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Issuer on the due date for payment under the relevant Derivative Contract, the Issuer will be exposed to any changes in the relevant rates of interest. Unless a replacement Derivative Contract is timely entered into (which may be at worse terms than the original Derivative Contract or which may not be possible at all), the Issuer may have insufficient funds to make payments to the Noteholders under the Mortgage Pandbrieven.

If a Derivative Contract terminates, then the Issuer may be obliged to make a termination payment to the relevant Derivative Contract Counterparty. There can be no assurance for the Noteholders that the Issuer will have sufficient funds available to make a termination payment under the relevant Derivative Contract, nor can there be any assurance that the Issuer will be able to enter into a replacement Derivative Contract or, if one is entered into, that the credit rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Mortgage Pandbrieven by a Rating Agency. Any such downgrade may have an adverse effect on the value of the Mortgage Pandbrieven.

Following a decision of the Cover Pool Administrator to early redeem the Mortgage Pandbrieven pursuant to Article 11, 6° and 7° of Annex III to the Belgian Banking Law or following the delivery of a Notice of Default and with respect to funds derived from the Special Estate, if the Issuer is obliged to pay a termination payment under any Derivative Contract that constitutes a Cover Asset, such termination payment will rank *pari passu* with amounts due on the Mortgage Pandbrieven, except where default by, or downgrade of, the relevant Derivative Contract Counterparty has caused the relevant Derivative Contract to terminate (See Condition 17). Additionally, Noteholders should consider reinvestment risk in light of other investments available at that time.

#### 1.14 *Commingling Risk*

To the extent that the bank accounts into which collections in respect of the Special Estate are paid or where funds are otherwise held for the Special Estate are held with the Issuer, a commingling risk cannot, as a practical matter, be excluded in the event of bankruptcy of the Issuer.

This risk is mitigated to some extent by the revindication mechanism provided in Article 3, §2, second indent of Annex III to the Belgian Banking Law pursuant to which the rights over any amounts that are part of the Special Estate but that cannot be identified as such in the General Estate are transferred by operation of law to other unencumbered assets in the General Estate selected in accordance with the criteria specified in Terms and Conditions (See Condition 7(a) (*Criteria for transfer of assets from the general estate*)). To the extent that there are not enough unencumbered assets available for purposes of revindication as set out above, the Mortgage Pandbrieven may be repaid later than expected or not at all.



Furthermore, a commingling risk exists to the extent that certain underlying debtors are not notified on time or otherwise continue to make payments to the Issuer accounts or to the extent that cash may not be able to be withdrawn from such accounts in such circumstances, the Special Estate or the Cover Pool Administrator, as the case may be, may not be in a position to make timely payments. This risk is mitigated to some extent by the undertaking of the Issuer that it will ensure that the Special Estate will at all times include liquid bonds, meeting certain specified criteria, that have a market value which is higher than the amount of interest due and payable on the outstanding Mortgage Pandbrieven within a period of six months (See Condition 9).

## **2. Risks relating to the Mortgage Pandbrieven**

### *2.1 The Mortgage Pandbrieven are subject to early redemption by the Issuer, subject to certain conditions*

#### *Redemption at the option of the Issuer*

If so specified in the Final Terms, the Mortgage Pandbrieven may be redeemed early at the option of the Issuer. An optional redemption feature is likely to limit the market value of the Mortgage Pandbrieven. During any period when the Issuer may elect or is perceived to be able to elect to redeem the Mortgage Pandbrieven, the market value of the Mortgage Pandbrieven generally will not rise substantially above the price at which they can be redeemed. In addition, Noteholders will not receive a make-whole amount or any other compensation in the event of an early redemption of the Mortgage Pandbrieven.

The Issuer may be expected to redeem the Mortgage Pandbrieven when its cost of borrowing is lower than the interest rate on the Mortgage Pandbrieven. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### *Redemption for Taxation Reasons*

The Issuer will be entitled to redeem the Mortgage Pandbrieven early if, as a result of a Tax Law Change (as defined in Condition 3(e) (*Redemption upon occurrence of a Tax Event*)), it becomes obliged to pay additional amounts or (where “Tax Deductibility Event” is specified as applicable in the relevant Final Terms) it can no longer deduct payments in respect of the Mortgage Pandbrieven for Belgian income tax purposes. On the occurrence of any such Tax Event (as defined in Condition 3(e) (*Redemption upon occurrence of a Tax Event*)), the Issuer may at its option (but subject to certain conditions, redeem all, but not some only, of any relevant Series of Mortgage Pandbrieven at the applicable Tax Event Redemption Amount (as defined in Condition 3(e) (*Redemption upon occurrence of a Tax Event*)) together with any accrued but unpaid interest up to (but excluding) the date fixed for redemption.

The redemption of the Mortgage Pandbrieven upon the occurrence of a Tax Event, or the (perceived) prospect of such redemption, could have a material adverse effect on the value of the Mortgage Pandbrieven.

#### *Redemption for Illegality*

The Issuer will be entitled to redeem the Mortgage Pandbrieven early if it has, or will become unlawful for the Issuer to (i) make any payments or (ii) comply with its obligations under the Mortgage Pandbrieven, or (iii) allow any Mortgage Pandbrieven to remain outstanding, as a result of any change in, or amendment to, the applicable laws or regulation 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 Interest Payment Date (as defined in Condition 2(j) (Definitions)). The Issuer may at its option (but subject to certain conditions, as set out in Condition 3(f) (Redemption for Illegality) redeem all, but not some only, of any relevant Series of Mortgage Pandbrieven at the applicable Change of Law Redemption Amount (as defined in Condition 3(f) (Redemption for Illegality) together with any accrued but unpaid interest up to (but excluding) the date fixed for redemption.

## 2.2 *Extension risk*

The terms and conditions of the Mortgage Pandbrieven issued pursuant to this Base Prospectus contain an Extended Maturity Date. As a result thereof the Maturity Date will be automatically extended by one year if (i) the Issuer has insufficient funds available to redeem the Mortgage Pandbrieven in full within five Business Days of their Maturity Date or (ii) the Cover Pool Administrator decides to extend the Maturity Date of the relevant Series of Mortgage Pandbrieven in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved.

An extension of one Series does not automatically trigger the extension of other Series. However, if the maturity date of any Series of Mortgage Pandbrieven has been extended in accordance with the relevant terms and conditions (the “**Extended Mortgage Pandbrieven**”), and the Maturity Date of another Series of Mortgage Pandbrieven (the “**Relevant Mortgage Pandbrieven**”) falls prior to the extended maturity date of the Extended Mortgage Pandbrieven, the Maturity Date of such Relevant Mortgage Pandbrieven shall also be extended in accordance with Condition 3(j)(i) if on the Maturity Date of the Relevant Mortgage Pandbrieven, the Extended Mortgage Pandbrieven have not yet been redeemed in full and all interest accrued in respect thereof has not been paid. Without prejudice to the Post-Acceleration Priority of Payments (as defined in Condition 17), the Issuer will only make a payment of principal pursuant to Condition 3(a) (*Final Redemption*) or pursuant to Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) where the Extended Maturity Date of the Relevant Mortgage Pandbrieven falls after the extended maturity date of the Extended Mortgage Pandbrieven, after or simultaneously with the redemption in full of the Extended Mortgage Pandbrieven and payment of all interest accrued in respect thereof. This mechanism is foreseen to ensure that the extension of the Maturity Date of one Series of Mortgage Pandbrieven does not alter or invert the sequencing of the covered bond programme’s original maturity schedule, as is required by Article 13/1, § 2 of Annex III to the Belgian Banking Law.

‘Extended Mortgage Pandbrieven’ as referred to in this section shall include any other Series of Mortgage Pandbrieven extended on the basis of provisions similar to this Condition 3(j)(ii) included in the relevant terms and conditions of such other Series of Mortgage Pandbrieven in accordance with Article 13/1, §2 in fine of Annex III to the Banking Law.

Accordingly, Noteholders are exposed to an extension risk. In that event, the Mortgage Pandbrieven will bear interest on the principal amount outstanding of the Mortgage Pandbrieven in accordance with the relevant Final Terms. Moreover, to the extent that the Issuer has sufficient funds available to redeem the relevant Series of Mortgage Pandbrieven on any Interest Payment Date falling after such extension, the Issuer shall be required to redeem the outstanding principal amount under such Mortgage Pandbrieven on any such Extension Payment Date.

The extension of the maturity of the particular Series of the Mortgage Pandbrieven from the Maturity Date to the Extended Maturity Date will not result in any right of the Noteholders to accelerate payments or take action against the Special Estate and no payment will be payable to the Noteholders in that event other than as set out in the Conditions and applicable Final Terms. The payment of the remaining unpaid amount shall become due and payable on the Extended Maturity Date.

## 2.3 *The market value for Mortgage Pandbrieven can be volatile*

The interest rate level on the money and capital markets may fluctuate on a daily basis and cause the value of the Mortgage Pandbrieven to change on a daily basis. This interest rate risk is a result of the uncertainty with respect to future changes in the level of market interest rate. In particular, holders of fixed rate Mortgage Pandbrieven are exposed to an interest rate risk that could result in a decrease in value if the level of the market interest rate increases. In general, the effects of this risk increases as the market interest rates increase.

Mortgage Pandbrieven with variable interest rates can be volatile investments. If they are structured to include caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include such features.

Moreover, the reference rate could be zero or even negative. Even if the relevant reference rate becomes negative, it will still remain the basis for the calculation of the interest rate, and a margin, if applicable, will be added to such negative interest rate.

2.4 *Investors will not be able to calculate in advance their rate of return on Floating Rate Mortgage Pandbrieven*

A key difference between Floating Rate Mortgage Pandbrieven, on the one hand, and Fixed Rate Mortgage Pandbrieven, on the other, is that interest income on Floating Rate Mortgage Pandbrieven cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield for Floating Rate Mortgage Pandbrieven at the time they purchase them, so that their return on investment cannot be compared with that of investments bearing fixed interest rate.

2.5 *Zero Coupon Mortgage Pandbrieven are subject to greater price fluctuations than non-discounted Mortgage Pandbrieven*

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Mortgage Pandbrieven than on the prices of interest-bearing Mortgage Pandbrieven because the discounted issue prices can be substantially below par. If market interest rates increase, Zero Coupon Mortgage Pandbrieven can suffer higher price losses than other Mortgage Pandbrieven having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Mortgage Pandbrieven are a type of investment associated with a particularly high price risk.

2.6 *Fluctuating market value for Mortgage Pandbrieven issued at a substantial discount or premium*

The market values of Mortgage Pandbrieven issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

2.7 *Modifications and waivers*

The Terms and Conditions of the Mortgage Pandbrieven contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally, including modifications to the Terms and Conditions. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. Noteholders might therefore be bound by certain amendments to the Mortgage Pandbrieven to which they did not consent and which may result in less favourable terms of the Mortgage Pandbrieven for all or certain Noteholders.

In addition, pursuant to Condition 2(m) (*Benchmark replacement*), if a Benchmark Event occurs, certain changes may be made to the interest calculation and related provisions of the Floating Rate Mortgage Pandbrieven as well as the Agency Agreement and/or Calculation Agency Agreement in the circumstances and as otherwise set out in such Condition, without the requirement for the consent of the Noteholders.

Furthermore, the Noteholders' Representative may, without the consent of the Noteholders (or any Other Creditor), agree to modifications or waivers with regard to the Mortgage Pandbrieven and the

Programme, if the Noteholders' Representative is of the opinion that the proposed modification or waiver is (i) not materially prejudicial to the interest of any of the (relevant series of) Mortgage Pandbrieven; or (ii) of a formal, minor or technical nature; or (iii) to correct a manifest error or to comply with mandatory provisions of law, or (iv) in order to comply with or reflect the Covered Bonds Regulations, as amended from time to time.

## 2.8 *Change of laws (including tax laws)*

The Terms and Conditions of the Mortgage Pandbrieven are, save to the extent referred to therein, based on legislation in effect as at the date of issue of the Mortgage Pandbrieven. No assurance can be given as to the impact of any possible judicial decision or changes to the laws in Belgium, other jurisdictions (such as FATCA under US law) or on a supranational level (e.g. EU Financial Transaction Tax) or administrative practice after the date of issue of the Mortgage Pandbrieven.

In addition, any relevant tax law or practice applicable as at the date of this Base Prospectus and/or the date of purchase or subscription of the Mortgage Pandbrieven may change at any time (including during any subscription period or the term of the Mortgage Pandbrieven). Any such change may have an adverse effect on a Noteholder, including that the Mortgage Pandbrieven may be redeemed before their due date, their liquidity may decrease and/or the tax treatment of amounts payable or receivable by or to an affected Noteholder may be less than otherwise expected by such Noteholder.

## 2.9 *Specific risks relating to Mortgage Pandbrieven issued as Green Bonds*

Mortgage Pandbrieven issued as Green Bonds may not be a suitable investment for all investors seeking exposure to green or sustainable assets and may not meet investor expectations or requirements. Any failure to use the net proceeds of any Series of Green Bonds in connection with green or sustainable projects, and/or any failure to meet, or to continue to meet, the investment requirements of certain environmentally focused investors with respect to such Green Bonds may affect the value and/or trading price of the Green Bonds, and/or may have consequences for certain investors with portfolio mandates to invest in green or sustainable assets.

The Issuer has established a green bond framework (the "**Green Bond Framework**") under which it can issue Green Bonds and the Green Bond Framework is available on the Issuer's website (<https://www.argenta.eu/investor-relations/debt-issuance.html>).

The Issuer may request a sustainability rating agency or sustainability consulting firm to issue an independent opinion (a "**Compliance Opinion**") confirming that the Issuer's Green Bond Framework is aligned with the ICMA Green Bond Principles.

On 11 January 2022 Sustainalytics issued such Compliance Opinion in respect of the alignment of the Issuer's Green Bond Framework with the ICMA Green Bond Principles (2021). However, there is no assurance that this Compliance Opinion will remain valid and there is no obligation for the Issuer to obtain an updated opinion. Furthermore, the Compliance Opinion could be withdrawn or become outdated.

Neither the Issuer nor the Dealers nor the Arranger make any representation as to the suitability for any purpose of any Compliance Opinion or whether any Green Bonds fulfil the relevant present or future environmental and sustainability criteria or guidelines with which an investor or its investments is or are required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Bond Framework and/or any relevant Eligible Green Loan Portfolio.

No assurance is or can be given to investors by the Issuer or any other person that any projects or uses the subject of, or related to, any Green Bonds will meet or continue to meet on an ongoing basis any or

all investor expectations regarding "green", "sustainable", "social" or similar labels (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called "EU Taxonomy") or Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the EUWA) or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, the Issuer's Green Bond Framework and/or any relevant Eligible Green Loan Portfolio.

Prospective investors should have regard to the eligible green bond projects and eligibility criteria described in the Issuer's Green Bond Framework and the relevant Final terms (if applicable). Each potential purchaser of any Series of Green Bonds should determine for itself the relevance of the information contained in this Base Prospectus and in the relevant Final Terms regarding the use of proceeds and its purchase of any Green Bonds should be based upon such investigation and due diligence as it deems necessary.

Further, although the Issuer may agree at the Issue Date of any Green Bonds to certain allocation and/or impact reporting and to use the proceeds for the financing and/or refinancing of green or sustainable projects (as specified in the relevant Final Terms), it would not (a) be an event of default under the Green Bonds; (b) give rise to any other claim or right (including, for the avoidance of doubt, the right to accelerate the Mortgage Pandbrievien) of a holder of such Green Bonds against the Issuer; (c) lead to an obligation of the Issuer to redeem such Mortgage Pandbrievien or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Mortgage Pandbrievien, or (d) impact the regulatory treatment of the Green Bonds if (i) the Issuer were to fail to comply with such obligation or were to fail to use the proceeds in the manner specified in the relevant Final Terms; (ii) the Compliance Opinion were to be withdrawn or be no longer valid or renewed and/or (iii) there would be a lack of eligible green assets in which the Issuer may invest. For the avoidance of doubt, payments of principal and/or interest (as the case may be) on the relevant Green Bonds shall not depend on the performance of the Eligible Green Loan Portfolio nor have any preferred right against such assets. Any failure to use the net proceeds of any Series of Green Bonds towards financing or refinancing of the Eligible Green Loan Portfolio, and/or any failure to meet, or to continue to meet, the investment requirements of certain environmental focused investors with respect to such Green Bonds may affect the value and/or trading price of the Green Bonds, and/or may have consequences for certain investors with portfolio mandates to invest in green or sustainable assets.

The occurrence of any of the above factors may cause damage to the Issuer's reputation and may have a material adverse effect on the value of such Mortgage Pandbrievien issued as Green Bonds and also potentially the value of any other Mortgage Pandbrievien and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose (which consequences may include the need to sell such Mortgage Pandbrievien issued as Green Bonds as a result of such Mortgage Pandbrievien not falling within the investor's investment criteria or mandate).

*No assurance of suitability or reliability of any compliance opinion/second party opinion*

No representation or assurance is given as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Mortgage Pandbrievien issued as Green Bonds, including the Compliance Opinion. For the avoidance of doubt, the Compliance Opinion or any other such opinion or certification is not incorporated in this Base Prospectus. The Compliance Opinion or any other such opinion or certification is not a recommendation by the Issuer, the Arranger, the Dealers or any other person to buy, sell or hold any such Mortgage Pandbrievien and is current only as of the date it was issued.

As at the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein.

### *No Event of Default*

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Mortgage Pandbrieven issued as Green Bonds for Eligible Green Loan Portfolio and to report on the use of proceeds or Eligible Green Loan Portfolio as described in the applicable Final Terms, there is no contractual obligation on it to do so.

There can be no assurance that any such Eligible Green Loan Portfolio will be available or capable of being implemented in the manner anticipated and, accordingly, that the Issuer will be able to use such amounts for such Eligible Green Loan Portfolio as intended. In addition, there can be no assurance that the Eligible Green Loan Portfolio will be completed as expected or achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated. A failure by the Issuer to allocate an amount equal to the net proceeds of any Mortgage Pandbrieven issued as Green Bonds or to report on the use of such amounts or Eligible Green Loan Portfolio as anticipated or a failure of a third party to issue (or to withdraw) an opinion or certification in connection with an issue of Green Bonds or the failure of the Mortgage Pandbrieven issued as Green Bonds to meet investors' expectations requirements regarding any "green" or similar labels will not constitute an Event of Default or breach of contract with respect to any of the Mortgage Pandbrieven issued as Green Bonds.

### **3. Risks in connection with the status of the investor**

#### *3.1 No tax gross-up protection for Non-Eligible Investors*

The Terms and Conditions of the Mortgage Pandbrieven do not require the Issuer to gross-up the net payments received by a Noteholder in relation to the Mortgage Pandbrieven with any amounts withheld or deducted for Belgian tax purposes if the Noteholder (i) was not, at the time of the issue of the Mortgage Pandbrieven, an eligible investor within the meaning of Article 4 of the Royal Decree of 26 May 1994 on the deduction of withholding tax (an “**Eligible Investor**”) or (ii) was, at the time of issue of the Mortgage Pandbrieven, an Eligible Investor but, for reasons within the holder’s control, ceased to be an Eligible Investor or, (iii) at any relevant time on or after the issue of the Mortgage Pandbrieven, otherwise failed to meet any other condition for the exemption of Belgian withholding tax pursuant to the law of 6 August 1993 relating to transactions with certain securities (each a “**Non-Eligible Investor**”).

If the Issuer, the NBB, the Paying Agent or any other person is required to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatever nature in respect of any payment in respect of Mortgage Pandbrieven held by Non-Eligible Investors, the Issuer, the NBB, the Paying Agent or that other person shall make such payment after such withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted.

The Mortgage Pandbrieven may only be held by, and may only be transferred to, Eligible Investors holding their Mortgage Pandbrieven in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

Potential investors are advised not to rely upon the tax summary contained in this Base Prospectus but to consult their own independent tax advisers regarding their individual taxation with respect to the acquisition, holding, sale and redemption of the Mortgage Pandbrieven. Only these advisers are in a position to duly consider the specific situation of the potential investor. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment, which will apply at any given time. This risk factor has to be read in connection with the taxation sections of this Base Prospectus.

#### 4. Other risks

##### 4.1 *A holder's actual yield on the Mortgage Pandbrieven may be reduced from the stated yield by transaction costs*

When Mortgage Pandbrieven are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the Mortgage Pandbrieven. These incidental costs may significantly reduce or even exclude the profit potential of the Mortgage Pandbrieven. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional — domestic or foreign — parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of Mortgage Pandbrieven (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Mortgage Pandbrieven before investing in the Mortgage Pandbrieven.

##### 4.2 *An active secondary market in respect of the Mortgage Pandbrieven may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Mortgage Pandbrieven*

Any Series of Mortgage Pandbrieven will be newly issued securities which may not be widely distributed and for which there is currently no active trading market (even where, in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Mortgage Pandbrieven which is already issued).

Illiquidity may have a material adverse effect on the market value of Mortgage Pandbrieven and cause low trading volumes. In a similar vein, liquidity is likely to be very limited if the relevant Mortgage Pandbrieven are not listed or no listing is obtained. If the Mortgage Pandbrieven are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Therefore, investors may not be able to sell the Mortgage Pandbrieven easily or not at a price that will provide them with a yield comparable to similar investments for which there is a(n) (active) secondary market). Although application may be made for Mortgage Pandbrieven issued under the Programme to be admitted to the official list of the Luxembourg Stock Exchange and to trading on the Market, there is no assurance that (i) such application will be accepted, (ii) any particular Tranche of Mortgage Pandbrieven will be so admitted, (iii) an active trading market will develop and/or maintained or that any listing or admission to trading will be maintained. Mortgage Pandbrieven may also be issued without an application to be listed.

Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Mortgage Pandbrieven, nor that such application for any listing or admission to trading will be maintained in respect of every Tranche of Mortgage Pandbrieven.

The Issuer is allowed to purchase and hold Mortgage Pandbrieven at any time, but the Issuer is not obliged to do so. Purchases made by the Issuer could affect the liquidity of the secondary market of the Mortgage Pandbrieven and thus negatively impact the price and the conditions under which investors can negotiate these Mortgage Pandbrieven on the secondary market. In addition, the Issuer is not restricted from issuing additional debt, and any future debt may be on better terms than the Mortgage Pandbrieven. There is no restriction on the amount of debt that the Issuer may issue, which may rank senior to or pari passu with the Mortgage Pandbrieven and which may benefit from security or guarantees

that are not offered to the holders of Mortgage Pandbrieven. The Issuer may also create additional Special Estates, and the holders of Mortgage Pandbrieven will not have recourse to such additional Special Estates. The issue of any such additional debt or securities may reduce the amount recoverable by Noteholders upon the Issuer's bankruptcy or resolution (without prejudice to the Special Estate and the Overcollateralisation Test).

4.3 *The Mortgage Pandbrieven are not covered by any government compensation or insurance scheme and do not have the benefit of any government guarantee*

An investment in the Mortgage Pandbrieven will not be covered by any compensation or insurance scheme of any government agency of Belgium or any other jurisdiction, and the Mortgage Pandbrieven do not have the benefit of any government guarantee. The Mortgage Pandbrieven are the Issuer's obligation only and Noteholders must solely look to the Issuer for the performance of the Issuer's obligations under the Mortgage Pandbrieven. In the event of the Issuer's insolvency, a holder may lose all or some of its investment in the Mortgage Pandbrieven.

The Mortgage Pandbrieven are not covered by the "Deposit and financial instrument protection scheme" as established by the Act of 17 December 1998 on the establishment of a deposit and financial instrument protection scheme, nor are they covered by the "Special protection funds for deposits and life insurances", as established by Article 3 of the Royal Decree of 14 November 2008 on measures to promote financial stability and, in particular, to set up a government guarantee for loans granted and other transactions in the context of financial stability, as regards the protection of deposits, life insurance and the capital of authorised cooperative societies. Accordingly, the Mortgage Pandbrieven will not be repaid, recovered or refunded by the "Deposit and financial instrument protection scheme", nor by the "Special protection funds for deposits and life insurances".

4.4 *Credit ratings may not reflect all risks and may be lowered, suspended, withdrawn or not maintained*

There is no guarantee that any ratings will be assigned to the Mortgage Pandbrieven or that such ratings will be maintained. The ratings may furthermore not reflect the potential impact of all risks related to structure, market and additional factors discussed herein, and other factors (including a change of control affecting the Issuer) that may affect the value of the Mortgage Pandbrieven. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time. Any adverse change in the applicable credit rating or the assignment of an unfavourable rating by a rating agency could adversely affect the trading price for the Mortgage Pandbrieven.

If any credit rating assigned to the Mortgage Pandbrieven is lowered or withdrawn, the market value of the Mortgage Pandbrieven may reduce.

4.5 *The Paying Agent is not required to segregate amounts received by it in respect of Mortgage Pandbrieven cleared through the Securities Settlement System*

The Agency Agreement (as defined in the Terms and Conditions of the Mortgage Pandbrieven) provides that the Paying Agent (as defined in the Terms and Conditions of the Mortgage Pandbrieven) will debit the relevant account of the Issuer and use such funds to make payment to the Noteholders.

The Mortgage Pandbrieven will be represented exclusively by book entries in the records of the Securities Settlement System and access is available through its Securities Settlement System participants whose membership extends to securities such as the Mortgage Pandbrieven. Anyone who is not a participant in the Securities Settlement System that wants to invest in the Mortgage Pandbrieven, must do so through a participant or a sub-participant. The Issuer relies on the Paying Agent to enter the relevant Mortgage Pandbrieven in the Securities Settlement System and to receive and make payments through the Securities Settlement System. Failures in the procedures or operations of the Securities Settlement



System and/or its (sub)-participants can affect (timely) completion of transactions relating to the Mortgage Pandbrieven. Additionally, noteholders may be subject to insolvency risks of the Securities Settlement System and/or its (sub)-participants through which it holds Mortgage Pandbrieven.

The Agency Agreement also provides that the Paying Agent will, after receipt by it of the relevant amounts, pay to the Noteholder, directly or through the Securities Settlement System, any amounts due in respect of the Mortgage Pandbrieven. However, the Paying Agent is not required to segregate any such amounts received by it in respect of the Mortgage Pandbrieven, and in the event that the Paying Agent were subject to insolvency proceedings at any time when it held any such amounts, the Issuer would be required to claim such amounts from the Paying Agent in accordance with applicable insolvency laws and may not be able to recover all or part of such amounts. This may impact the Issuer's ability to meet its obligations under the Mortgage Pandbrieven.

#### 4.6 *The regulation and reform of Benchmarks may adversely affect the value of Mortgage Pandbrieven linked to or referencing such Benchmark*

Reference Rates and indices, including interest rate benchmarks, such as the Euro Interbank Offered Rate (“**EURIBOR**”), which is deemed to be ‘benchmarks’ (“**Benchmarks**”) and which may be used to determine the amounts payable under financial instruments or the value of such financial instruments, are the subject of recent and on-going reforms. These reforms may cause Benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted.

Regulation (EU) 2016/1011 (the “**Benchmark Regulation**”), subject to certain transitional provisions, applies to the provision of Benchmarks, the contribution of input data to a Benchmark and the use of a Benchmark within the European Union. Among other things, the Benchmark Regulation (i) requires Benchmark administrators to be authorised or registered (or, if based outside the European Union, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of Benchmarks of administrators that are not authorised or registered (or, if based outside the European Union, not deemed equivalent or recognised or endorsed).

Pursuant to Article 28.2 of the Benchmark Regulation, the Issuer must produce and maintain robust written plans setting out the actions that it would take in the event that a Benchmark materially changes or ceases to be provided. Reference is made to Condition 2(m) (*Benchmark replacement*) which provides for certain fall-back arrangements in the event “Benchmark Replacement” is specified as applicable in the relevant Final Terms and a Benchmark Event occurs.

On 10 April 2019, the European Money Markets Institute (formerly EURIBOR-EBF) (“**EMMI**”) applied for authorisation as administrator of EURIBOR. On 2 July 2019, following the positive advice of the EURIBOR College of Supervisors, the FSMA granted the requested authorisation to EMMI, by application of the Benchmark Regulation. The fact that EMMI has obtained authorisation as administrator of EURIBOR, confirms that the requirements contained in the Benchmark Regulation are met. The EMMI is included in the ESMA's register of administrators under Article 36 of the Benchmark Regulation.

The Benchmark Regulation could adversely affect any Mortgage Pandbrieven referencing a Benchmark, in particular, if the methodology or other terms of the relevant Benchmark are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the Benchmark. A Benchmark could also be discontinued as a result of the failure by a Benchmark administrator to be authorised or registered (or, if based outside the European Union, to be deemed equivalent or recognised or otherwise endorsed).

More broadly, any of the national or international reforms, or the general increased regulatory scrutiny of Benchmarks, could increase the costs and risks of administering or otherwise participating in the

setting of a Benchmark and complying with any such regulations or requirements. The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Such factors may have (without limitation) the following effects on certain Benchmarks: (i) discouraging market participants from continuing to administer or contribute to the Benchmark; (ii) triggering changes in the rules or methodologies used in the Benchmark or (iii) leading to the disappearance of the Benchmark. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value and/or return on any Mortgage Pandbrieven linked to, referencing or otherwise dependent (in whole or in part) upon a Benchmark.

Investors should consult their own independent advisers and make their own assessment about potential risks imposed by the Benchmark Regulation reforms in making any investment decision with respect to Mortgage Pandbrieven linked to or referencing a Benchmark.

Following the implementation of any such reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or the Benchmark could be eliminated entirely, or there could be other consequences that cannot be predicted. The elimination of EURIBOR or any other Benchmark, changes in the manner of administration of any Benchmark, or any other Benchmark Event could require or result in an adjustment to the interest calculation and related provisions of the Terms and Conditions as well as the Agency Agreement (as further described in Condition 2(m) (*Benchmark replacement*)), and could result in adverse consequences to holders of any Mortgage Pandbrieven linked to such Benchmark (including Floating Rate Mortgage Pandbrieven whose interest rates are linked to EURIBOR or any other Benchmark that is or may become the subject of reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of successor or alternative reference rates and as to potential changes to a Benchmark may adversely affect Mortgage Pandbrieven which reference such Benchmark including the return on the relevant Mortgage Pandbrieven and the trading market for them.

If “Benchmark Replacement” is specified as applicable in the relevant Final Terms, the Terms and Conditions of the Mortgage Pandbrieven provide for certain fall-back arrangements in the event that a Benchmark Event (as defined in the Terms and Conditions) occurs in respect of an Original Reference Rate or other relevant reference rate and/or any page on which such benchmark may be published (or any other successor service) becomes unavailable. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Terms and Conditions), with the application of an adjustment spread (which could be positive, negative or zero), and may include amendments to the Terms and Conditions of the Mortgage Pandbrieven to ensure the proper operation of the new Benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) and as more fully described at Condition 2(m) (*Benchmark replacement*). However, the Issuer will not be required to implement a Successor Rate or Alternative Rate or any adjustment spread or make any amendments to the Terms and Conditions of any Mortgage Pandbrieven if and to the extent that, in its determination, the same could reasonably be expected to result in the Lead Regulator and/or the Relevant Resolution Authority treating an Interest Payment Date or Resettable Note Reset Date, as the case may be, as the effective maturity of the Mortgage Pandbrieven, rather than the relevant Maturity Date, and in such case the Issuer may, subject to certain conditions, be able to apply the provisions of Condition 2(m) (*Benchmark replacement*) on an adjusted basis to avoid that outcome, all as more fully described under Condition 2(m)(iv) (*Benchmark Amendments*). It is possible that the adoption of a Successor Rate or Alternative Rate, including any

adjustment spread, may result in any Mortgage Pandbrieven linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form. There is also a risk that the relevant fallback provisions may not operate as expected or intended at the relevant time.

Furthermore, in certain circumstances, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Mortgage Pandbrieven based on the rate which was last observed on the Relevant Screen Page.

If “Benchmark Replacement” is specified to be “Not Applicable” in the relevant Final Terms, investors should be aware that, if an Original Reference Rate were discontinued or otherwise unavailable, the Rate of Interest on Mortgage Pandbrieven which reference the Original Reference Rate will be determined for the relevant period by the fallback provisions applicable to such Mortgage Pandbrieven. Depending on the manner in which the Original Reference Rate is to be determined under the Terms and Conditions, this may in certain circumstances result in the effective application of a fixed rate for Floating Rate Mortgage Pandbrieven as mentioned above. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Mortgage Pandbrieven which reference the Original Reference Rate.

Any such consequences could have a material adverse effect on the value of, and return on, any Mortgage Pandbrieven to which the fall-back arrangements are applicable. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could adversely affect the ability of the Issuer to meet its obligations under the Floating Rate Mortgage Pandbrieven or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Mortgage Pandbrieven.

Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Mortgage Pandbrieven.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of Mortgage Pandbrieven in making any investment decision with respect to any Mortgage Pandbrieven referencing a Benchmark.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with:

- (a) the audited consolidated accounts of the Issuer for the years ended 31 December 2020<sup>2</sup> and 31 December 2021<sup>3</sup>, including the reports of the statutory auditors in respect thereof;
- (b) the unaudited consolidated interim financial statements of the Issuer for the half-year ended 30 June 2022, including the report of the statutory auditor in respect thereof<sup>4</sup> (the “**2022 interim report**”);
- (c) the terms and conditions of the Mortgage Pandbrieven contained in the base prospectus dated 22 January 2021 (the “**2021 Terms and Conditions**” and the “**2021 Base Prospectus**”, respectively), pages 71-129 (inclusive), prepared by the Issuer in connection with the Programme<sup>5</sup>;
- (d) the terms and conditions of the Mortgage Pandbrieven contained in the base prospectus dated 18 February 2022 (the “**February 2022 Terms and Conditions**” and the “**February 2022 Base Prospectus**”, respectively), pages 77-136 (inclusive), prepared by the Issuer in connection with the Programme<sup>6</sup>;

each of which are incorporated by reference in this Base Prospectus and have been prepared by the Issuer. Such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. The documents incorporated by reference are published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

Unless expressly provided otherwise, the content of websites or URLs referred to in this Base Prospectus do not form part of this Base Prospectus.

The tables below sets out the relevant page references for the (i) consolidated balance sheet statement / condensed consolidated interim statement of financial position (ii) (condensed) consolidated (interim) statement of profit or loss, (iii) (condensed) consolidated (interim) statement of comprehensive income, (iv) (condensed interim) (consolidated) statement of changes in equity, (v) (condensed) consolidated (interim) cash flow statement, (vi) the audit report on the (condensed) consolidated (interim) accounts / statutory auditor’s review report, and (vii) notes to the (condensed) consolidated (interim) financial statements, as set out in each of the 2020 and 2021 annual reports and the 2022 interim report of the Issuer.

The Issuer’s consolidated financial statements were prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) and as endorsed by the European Union.

Information contained in the documents incorporated by reference other than information listed in the table below does not form part of this Base Prospectus. The non-incorporated parts of such documents are not relevant for the investors or are covered elsewhere in the Base Prospectus. For the avoidance of doubt, no other part of the 2021 Base Prospectus and the February 2022 Base Prospectus is incorporated by reference into this Base Prospectus (other the 2021 Terms and Conditions contained on pages 71-129 (inclusive) of the 2021 Base Prospectus and the

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<sup>2</sup> Available at: <https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2020/argenta-spaarbank-ifs-annual-statements-2020.pdf>.

<sup>3</sup> Available at: <https://www.argenta.be/content/dam/argenta/over-argenta/jaarverslagen/2021/argenta-spaarbank-ifs-annual-statements-2021.pdf>.

<sup>4</sup> Available at: <https://www.argenta.eu/content/dam/argenta/over-argenta/jaarverslagen/2022/argenta-spaarbank-ifs-half-year-financial-statements-2022.pdf>.

<sup>5</sup> Available at: [https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2021/belgian-mortgage-pandbrieven-programme/Consolidated\\_Base\\_Prospectus.pdf](https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2021/belgian-mortgage-pandbrieven-programme/Consolidated_Base_Prospectus.pdf).

<sup>6</sup> Available at: [https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2022/belgian-mortgage-pandbrieven-programme/Belgian\\_Mortgage\\_Pandbrieven\\_Programme\\_Base%20prospectus%202022.pdf](https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2022/belgian-mortgage-pandbrieven-programme/Belgian_Mortgage_Pandbrieven_Programme_Base%20prospectus%202022.pdf).

February 2022 Terms and Conditions contained on pages 77-136 (inclusive) of the February 2022 Base Prospectus).

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## ALTERNATIVE PERFORMANCE MEASURES

This Base Prospectus includes certain financial metrics which the Issuer considers to constitute alternative performance measures (“APMs”) and which are provided in addition to the conventional financial performance measures defined or specified in the applicable financial reporting framework, the International Financial Reporting Standards (“IFRS”). The Issuer believes that APMs provide investors with meaningful, additional insight as to underlying performance of the Issuer. An investor should not consider such APMs as alternatives to measures reflected in the Issuer’s financial information, which has been prepared in accordance with the IFRS. In particular, an investor should not consider such measures as alternatives to profit after tax, operating profit or other performance measures derived in accordance with IFRS or as an alternative to cash flow from operating activities as a measure of the Issuer’s activity.

Please see below an overview of the APMs used in this Base Prospectus and their respective meanings. The text in italics sets out a brief explanation as to why the Issuer uses that APM.

Capital gain/loss AFS	<p>The realised capital gains of (available for sale) debt securities.</p> <p><i>It is a part of the income that is not considered to be a result of the normal day-to-day activities.</i></p>
Core net result	<p>The net result not taking into account Gains or losses on derecognition of financial assets and liabilities not measured at fair value through profit or loss.</p> <p><i>It is income resulting from the normal day-to-day activities.</i></p>
Cost/Income or C/I	<p>[operating expenses of the period] / [financial and operational result of the period]</p> <p>Operating expenses include administration expenses, depreciation and provisions. Bank levies are recognised in the first quarter (as required by the IFRS Interpretations Committee (“IFRIC”) 21). In order to make a correct economic analysis, these are prorated and thus spread equally over the different quarters.</p> <p>Financial and operational result includes net interest income, dividend income, net income from commissions and fees, realised gains and losses on financial assets and liabilities not measured at fair value in the income statement, gains and losses on financial assets and liabilities held for trading, gains and losses from hedge accounting, gains and losses on de-recognition of assets other than held for sale and other net operating income.</p> <p><i>This metric gives an indication of the cost evolution (operating expenses) in relation to the evolution in income (financial and operational result) during a specific period, which is normally a calendar year.</i></p>
Cost/income or C/I excl. bank levies	<p>[operating expenses of the period - bank levies of the period] / [financial and operational result of the period]</p> <p>The numerator is adjusted for bank levies in order to provide a better insight into the underlying business trends.</p> <p><i>This metric gives an indication of the cost evolution (operating expenses, excluding the bank levies due by the Issuer) in relation to the evolution in income (financial and operational result) during a specific period, which is normally a calendar year.</i></p>

Cost of Risk	<p>[Collective (stage 1 and 2) and specific (stage 3) impairments] / Average outstanding of total loan portfolio</p> <p><i>This metric should be interpreted as an indication of the health of a loan portfolio, indicating the proportion of the total portfolio that has been impaired.</i></p>
Coverage Ratio	<p>[Specific (stage 3) impairments] / [Total outstanding NPLs]</p> <p>This metric gives an indication of the proportion of a Non-Performing Loan that cannot be recovered. The lower the ratio, the higher the recovered portion of the Non-Performing Loans.</p>
Customer assets under management	<p>The total market value of assets that the Issuer manages on behalf of investors.</p> <p><i>It takes into account on-balance activities as well as off-balance activities such as investment funds.</i></p>
Loan to deposit or LTD	<p>[loans and receivables] / [customer deposits and customer debt certificates]</p> <p><i>This measure indicates the percentage of loans that is granted with customer funding.</i></p>
Loan to value or LTV	<p>Ratio of the outstanding loan amount to the indexed value of a purchased asset.</p> <p><i>It is a key risk indicator, giving insight in possible losses after a default of the borrower when the asset has to be sold.</i></p>
Net interest income or NII	<p>[revenues generated by interest-bearing assets] - [cost of servicing (interest-burdened) liabilities]</p> <p><i>As almost all on-balance activities of the Issuer are interest rate driven, NII gives the most important pillar of income.</i></p>
Net interest margin or NIM	<p>[net interest income of the period] / [average total assets of the period]</p> <p>Total assets are used as a proxy for the total interest-bearing assets.</p> <p><i>The NIM gives the relative value of the NII and insight is given in the way that NII is following the on-balance activities and –growth.</i></p>
Non-Performing Loans (“NPLs”) ratio	<p>[Total outstanding NPLs] / [Total Outstanding Loans]</p> <p>Non-performing Loans are defined as loans on which loan loss reserves (impairments) are booked.</p> <p><i>This metric gives an indication of the proportion of outstanding loans that have payment arrears. The evolution gives insight in the credit quality changes of the loan portfolio.</i></p>
Return on equity or RoE	<p>[net profit of the period (annualised)] / [equity at the beginning of the period]</p> <p><i>It is a relative value of profitability and more specifically gives the return for shareholders on their investment</i></p>

Total Capital Ratio or [common equity tier 1 capital + additional tier 1 instruments + tier 2  
TCR instruments] / [total risk weighted assets]

*This metric shows the ratio between the total regulatory own funds and the total regulatory risk exposures.*



## **PROSPECTUS SUPPLEMENT**

If at any time the Issuer shall be required to prepare a supplement in accordance with Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, once approved by the CSSF in its capacity as the competent authority under the Prospectus Regulation, in respect of any subsequent issue of Mortgage Pandbrieven to be listed and admitted to trading on the Luxembourg Stock Exchange's regulated market (including the Professional Segment thereof), shall constitute a prospectus supplement in accordance with Article 23 of the Prospectus Regulation.

The Issuer has given an undertaking to the Dealers that if, at any time during the duration of the Programme, there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Mortgage Pandbrieven and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Mortgage Pandbrieven, the Issuer shall prepare a supplement (in accordance with Article 23 of the Prospectus Regulation) to this Base Prospectus or publish a new prospectus for use in connection with any subsequent offering of the Mortgage Pandbrieven and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

## PROGRAMME DESCRIPTION

The Issuer may from time to time issue Mortgage Pandbrieven under this Programme. The aggregate outstanding principal amount of Mortgage Pandbrieven in euro shall not at any time exceed EUR 7,500,000,000, subject to increase as described herein. All Series of Mortgage Pandbrieven outstanding from time to time shall be included in a list which can be consulted on the website of the NBB at [www.nbb.be](http://www.nbb.be).

Holders of Mortgage Pandbrieven issued under the Programme (and the Other Creditors) will benefit from an exclusive recourse against the assets which constitute the same Special Estate when liquidation proceedings are initiated against the Issuer or when the Issuer is being resolved. The primary asset class of the Special Estate will consist of Residential Mortgage Loans. The eligible residential mortgage loan pool is determined in line with the Belgian Covered Bonds Regulations. The selection of the Residential Mortgage Loans out of that eligible residential mortgage loan pool, that are registered as Cover Assets, is based on criteria such as (but not limited to) loan-to-value, etc. in order to optimise the management of the Programme. The value of the Residential Mortgage Loans calculated in accordance with the Belgian Covered Bonds Regulations (and including any collections in respect thereof) will at all times represent at least 105 per cent. of the aggregate outstanding principal amount of the Mortgage Pandbrieven of all Series. Both the issued Mortgage Pandbrieven and the Residential Mortgage Loans and any other Cover Assets will be registered in the Cover Register. Investor reports with details on, among others, the composition of the Special Estate will be made available on the website of the Issuer ([www.argenta.eu](http://www.argenta.eu)) on a monthly basis.

Under the Programme, the Issuer may issue Mortgage Pandbrieven subject to the terms and conditions (and relevant Final Terms) set out in this Base Prospectus, but the Issuer may also from time to time issue Mortgage Pandbrieven subject to terms not contemplated by this Base Prospectus. In the latter case, the relevant terms or form of terms of the Mortgage Pandbrieven are or, as the case may be, will be set out in a schedule to the Programme Agreement.

### **I. Programme Agreements**

#### **1.1 Programme Agreement**

The Programme Agreement is concluded between the Issuer, the Noteholders' Representative and the Cover Pool Monitor and is an over-arching agreement dated 30 September 2022, as amended and/or supplemented and/or restated from time to time, containing certain common terms (the "**Common Terms**") which will apply to all Mortgage Pandbrieven issued under the Programme. These Common Terms include the Post-Acceleration Priority of Payments, the Payment Default provision and cross-acceleration, the Rules of Organisation of the Noteholders, the Noteholders' Waiver, certain provisions required by the Belgian Covered Bonds Regulations, certain Issuer Covenants, and specify, for the avoidance of doubt, that all the holders of Mortgage Pandbrieven will be represented by the Noteholders' Representative and will benefit from an exclusive recourse against the assets which constitute the Special Estate when liquidation proceedings are initiated against the Issuer or when the Issuer is being resolved. The Programme Agreement further provides that a Programme Resolution will be required for any amendment to the Common Terms, unless (i) the Noteholders' Representative is of the opinion that such amendment will not be materially prejudicial to the interests of the Noteholders or (ii) that the amendment is of a formal, minor or technical nature or, in the opinion of the Noteholders' Representative, to correct a manifest error or to comply with mandatory provisions of law. The Programme Agreement also provides that no Residential Mortgage Loans can be deregistered from the Special Estate without prior approval of the Cover Pool Monitor in case such deregistration would lead to a decrease of the ratio between the value of the Cover Assets and the outstanding principal amount of the Mortgage Pandbrieven. No such approval is required for the deregistration of Residential Mortgage Loans with a value of zero nor for a substitution (i.e. a replacement of the Residential Mortgage Loan by another) whereby the value of the Cover Assets does not decrease due to this substitution.

#### **1.2 Noteholders' Representative Agreement**

Pursuant to the Noteholders' Representative Agreement, dated 30 September 2022, as amended and/or supplemented and/or restated from time to time, the holders of the Mortgage Pandbrieven (and the Other Creditors which have agreed thereto) will be represented by the Noteholders' Representative which shall have the powers and rights conferred on it by the applicable terms and conditions, the Rules of Organisation of the Noteholders and the Noteholders' Representative Agreement.

### **1.3 Agency Agreement**

The Mortgage Pandbrieven issued under the Base Prospectus will also have the benefit of an Agency Agreement (unless otherwise specified), dated 30 September 2022, as amended and/or supplemented and/or restated from time to time, pursuant to which the relevant (principal) paying agent and calculation agent shall be appointed.

### **1.4 Distribution Agreement**

The Issuer and the Dealers have entered into a Distribution Agreement dated 30 September 2022, as amended and/or supplemented and/or restated from time to time. Under the terms of the Distribution Agreement, the Issuer may agree with the Dealers that are party thereto to issue Mortgage Pandbrieven. In that case, the Mortgage Pandbrieven will be issued pursuant to and subject to the terms of the Distribution Agreement. The Issuer may also decide to issue Mortgage Pandbrieven which are not subject to the Distribution Agreement.

### **1.5 Cover Pool Monitor Agreement**

The Issuer has entered into a Cover Pool Monitor Agreement dated 30 September, as amended and/or supplemented and/or restated from time to time, pursuant to which EY Bedrijfsrevisoren BV/Reviseurs d'Entreprises SRL has been appointed as Cover Pool Monitor to perform the tasks assigned to the Cover Pool Monitor in the Conditions, the Programme Documents and the Belgian Covered Bonds Regulations.

### **1.6 Clearing Services Agreement**

The Issuer has entered into a Clearing Services Agreement on 21 January 2021 with the NBB-SSS in its capacity as operator of the Securities Settlement System, and the Paying Agent in relation to Mortgage Pandbrieven which will be represented by a book-entry in the records of the Securities Settlement System.

This Base Prospectus, the Programme Agreement, the Noteholders' Representative Agreement, the Agency Agreement, the Distribution Agreement, the Cover Pool Monitor Agreement, the Clearing Services Agreement and any other agreement or document entered into from time to time under or in connection with the Programme (as the same may be amended, supplemented, replaced and/or restated from time to time) and designated as a programme document constitute together the programme documents (the "**Programme Documents**"). Unless otherwise specified, the Programme Documents will be governed by Belgian law.

Pursuant to the terms of the Programme Documents, the Issuer shall be entitled to vary, approve or terminate the appointment of any agent or party thereto and/or appoint any additional or substitute agent or party (including (without limitation) in relation to the issue of any Mortgage Pandbrieven). The Issuer may also enter into any other agreement or document as it may from time to time deem necessary or appropriate in relation to the Programme or issuance of any Mortgage Pandbrieven. Each of the Programme Documents shall further contain specific provisions for the amendment, supplement, replacement and/or restatement of such agreement and a reference to any Programme Document shall be deemed a reference to such agreement as the same may from time to time be amended, supplemented, replaced and/or restated.

## OVERVIEW OF THE LEGAL FRAMEWORK FOR BELGIAN COVERED BONDS AND BELGIAN PANDBRIEVEN

The following is a brief overview of certain features of the legal framework governing the issuance of Belgian covered bonds / European covered bonds, as applicable at the date of this Base Prospectus. This overview is not, and does not purport to be, a complete description addressing all aspects of the Belgian legal framework pertaining to Belgian covered bonds / European covered bonds, and is not intended to constitute legal advice or a comprehensive description of all legal aspects or consequences associated with or resulting from acquiring, holding, redeeming and/or disposing of the Mortgage Pandbrieven. Prospective investors should consult their own legal advisors concerning a complete analysis of the relevant legal framework and the detailed and overall legal consequences of acquiring, holding, redeeming and/or disposing of the Mortgage Pandbrieven, under any applicable laws.

A dedicated regulatory regime for the issuance of covered bonds by Belgian credit institutions was adopted in August 2012. The Belgian Covered Bonds Regulations (as defined below) contemplate a full on balance structure with a right of dual recourse for noteholders (an unsecured claim against the general estate of the issuing credit institution and, in the event liquidation proceedings are initiated against the issuing credit institution or the issuing credit institution is being resolved, an exclusive recourse against the assets which constitute the special estate (together with certain other creditors)).

At the end of 2019, the European Parliament and the Council finalised the legislative package on covered bond reforms made up of a new covered bond directive (Directive (EU) 2019/2162) and a new regulation (Regulation (EU) 2019/2160), which entered into force on 7 January 2020 with the deadline for application of 8 July 2022 (both texts have relevance for the EEA and are to be implemented in due course in other countries in the EEA).

On 26 November 2021, the Belgian legislator adopted a new law amending the Belgian Banking Law to, *inter alia*, transpose Directive (EU) 2019/2162 into Belgian law (the “**Law of 26 November 2021**”) and on 15 February 2022 the Royal Decree of 27 January 2022 amending the Covered Bonds Royal Decree, the Cover Pool Administrator Royal Decree, the Royal Decree of 12 November 2012 concerning the undertakings for collective investment satisfying the conditions of Directive 2009/65/EC and the Royal Decree of 25 February 2017 concerning certain public alternative investment funds and their management companies, and containing diverse provisions (the “**Royal Decree of 27 January 2022**”) was published in the Belgian Official Gazette (the Law of 26 November 2021 and the Royal Decree of 27 January 2022 herein jointly being referred to as the “**New Belgian Covered Bonds Legislation**”). As foreseen in Directive (EU) 2019/2162 and as is the case for Regulation (EU) 2019/2160, the main elements of New Belgian Covered Bonds Legislation have entered into effect on 8 July 2022. The below description of the legal framework governing the issuance of Belgian covered bonds / European covered bonds takes into account the new rules and amendments that have been introduced by the New Belgian Covered Bonds Legislation. In the remainder of this section (as is the case for the entire Base Prospectus), the legal terms “Belgian covered bonds” and “European covered bonds” are used interchangeably, as are the legal terms “Belgian pandbrieven” and “European covered bonds (premium)”.

### 1 Legislative framework

#### 1.1 Overview

The legislative framework for Belgian covered bonds is established by the following laws, decrees and regulations (as the same may be amended, supplemented, replaced and/or restated from time to time, the “**Belgian Covered Bonds Regulations**”):

- Articles 79 to 84/1 of Annex III to the Law of 25 April 2014 on the status and supervision of credit institutions and stockbroking firms (*Wet van 25 april 2014 op het statuut van en het toezicht op kredietinstellingen en beursvennootschappen/Loi du 25 avril 2014 relative au statut et au contrôle des établissements de crédit et des sociétés de bourse*), as amended from time to time, including by the Law of 26 November 2021 (the “**Belgian Banking Law**”);

- The Law of 3 August 2012 on various measures to facilitate the mobilisation of claims in the financial sector (*Wet van 3 augustus 2012 betreffende diverse maatregelen ter vergemakkelijking van de mobilisering van schuldvorderingen in de financiële sector/Loi du 3 août 2012 relative à des mesures diverses pour faciliter la mobilisation de créances dans le secteur financier*), as amended from time to time (the “**Mobilisation Law**”);
- The Royal Decree of 11 October 2012 on the issuance of Belgian covered bonds by Belgian credit institutions (*Koninklijk Besluit van 11 oktober 2012 betreffende de uitgifte van Belgische covered bonds door kredietinstellingen naar Belgisch recht/Arrêté Royal du 11 octobre 2012 relatif à l’émission de covered bonds belges par des établissements de crédit de droit belge*), as amended from time to time, including by the Royal Decree of 27 January 2022 (the “**Covered Bonds Royal Decree**”);
- The Royal Decree of 11 October 2012 on the cover pool administrator in the context of the issuance of Belgian covered bonds by a Belgian credit institution (*Koninklijk Besluit van 11 oktober 2012 betreffende de portefeuillebeheerder in het kader van de uitgifte van Belgische covered bonds door een kredietinstelling naar Belgisch recht/Arrêté Royal du 11 octobre 2012 relatif au gestionnaire de portefeuille dans le cadre de l’émission de covered bonds belges par un établissement de crédit de droit belge*), as amended from time to time, including by the Royal Decree of 27 January 2022 (the “**Cover Pool Administrator Royal Decree**”);
- NBB Circular NBB\_2022\_15 concerning the practical modalities for the application of the Law of 25 April 2014 on the status and supervision of credit institutions and stockbroking firms, as amended by the Law of 26 November 2021 for the purpose of implementing Directive 2019/2162 dated 14 June 2022 (*Circulaire van 14 juni 2022 over de praktische regels voor de toepassing van de wet van 25 april 2014 op het statuut van en het toezicht op kredietinstellingen en beursvennootschappen zoals gewijzigd door de wet van 26 november 2021 met het oog op de omzetting van Richtlijn 2019/2162 betreffende de uitgifte van en het overheidstoezicht op gedekte obligaties / Circulaire du 14 juin 2022 relative aux modalités pratiques d’application de la loi du 25 avril 2014 relative au statut et au contrôle des établissements de crédit et des sociétés de bourse telle que modifiée par la loi du 26 novembre 2021 en vue d’assurer la transposition de la Directive 2019/2162 concernant l’émission d’obligations garanties et la surveillance publique des obligations garanties*) (the “**NBB Covered Bonds Circular**”); and
- NBB Circular NBB\_2022\_16 addressed to the cover pool monitors of Belgian credit institutions issuing Belgian covered bonds dated 14 June 2022 (*Circulaire van 14 juni 2022 aan de portefeuillesurveillanten bij kredietinstellingen naar Belgisch recht die Belgische covered bonds uitgeven / Circulaire du 14 juin 2022 aux surveillants de portefeuille auprès d’établissements de crédit de droit belge qui émettent des covered bonds belges*) (the “**NBB Cover Pool Monitor Circular**”).

### 1.1.1 Belgian covered bonds and Belgian pandbrieven

Pursuant to Article 1, 1° of Annex III to the Belgian Banking Law, covered bonds are debt instruments which:

- are issued by a credit institution governed by Belgian law which is authorised to issue covered bonds and included in the list referred to in Article 82, first indent of the Belgian Banking Law;
- are included itself or, if issued under a programme, the programme and each debt instrument issued thereunder is included in the list of Belgian covered bonds referred to in Article 82, second indent of the Belgian Banking Law; and

- (c) are covered by cover assets (i.e., the assets of which the special estate is composed), as further defined below.

Article 6 of the Belgian Banking Law and Article 1, 3° of Annex III to the Belgian Banking Law provide that Belgian covered bonds that are covered by cover assets that meet the requirements set forth under Article 2, § 1 of Annex III to the Belgian Banking Law and which are included as such in the list referred to under article 82, second indent of the Belgian Banking Law may be referred to as Belgian pandbrieven (*Belgische pandbrieven/lettres de gage belges*) and as European covered bonds (premium) (*Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)*). In order to meet the requirements of Article 2, § 1 of Annex III to the Belgian Banking Law, the composition and valuation of the cover assets must be capable of guaranteeing that the Belgian covered bond meets the requirements for obtaining a favourable weighting, as set out in Article 129 of CRR. Authorisation is granted to the King to develop or clarify the criteria that can be used for determining whether a Belgian covered bond meets these requirements.

The covered bonds issued under the Programme are referred to as Mortgage Pandbrieven as they comply with the relevant requirements for Belgian pandbrieven (*Belgische pandbrieven/lettres de gage belges*) / European covered bonds (premium) (*Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)*).

### 1.1.2 Dual authorisation

A Belgian credit institution must be authorised by the Supervisory Authority and by the NBB, prior to being entitled to issue Belgian covered bonds. This authorisation comprises:

- (a) a general authorisation from the Supervisory Authority in relation to the organisational capacity of the credit institution to issue Belgian covered bonds and to ensure appropriate follow-up (the “**General Authorisation**”); and
- (b) a special authorisation from the NBB for each issue programme or particular issuance (if not issued under a programme), to ascertain whether such programme or issuance meets relevant legal requirements (the “**Specific Authorisation**”).

On its website ([www.nbb.be](http://www.nbb.be)), the NBB will publish:

- (a) a list of credit institutions that are authorised to issue Belgian covered bonds; and
- (b) a list that specifies, per credit institution, the programmes (and the issuances thereunder) or issuances that have been authorised.

**1.1.3 General Authorisation** To obtain a General Authorisation, the credit institution must, among other things, provide to the Supervisory Authority (i) its programme of operations wherein the issue of Belgian covered bonds is described, as well as (ii) information on its financial position, long-term strategy, tasks and responsibilities in relation to the issuance of Belgian covered bonds, risk management policy, internal audit, decision-making processes and reporting processes in relation to the issuance of Belgian covered bonds and IT systems. The information on the credit institution’s financial position must demonstrate that the interests of its creditors other than the noteholders will be protected. The credit institution’s statutory auditor must report to the Supervisory Authority on the credit institution’s organisational capacity to issue Belgian covered bonds prior to and after the issuance of Belgian covered bonds. The NBB Covered Bonds Circular provides a list of information that Belgian credit institutions must provide to the Supervisory Authority when applying for a General Authorisation.

The Supervisory Authority will only grant the General Authorisation to the extent that, on the basis of the information referred to above, it considers:

- (a) that the administrative and accounting organisation of the issuing credit institution allows it to operate in accordance with the Belgian Covered Bonds Regulations, in particular as regards the requirement to segregate the cover assets from its general estate;
- (b) that the financial position of the issuing credit institution, specifically with respect to its solvency, is sufficient to safeguard the interests of its creditors, other than the noteholders; and
- (c) that the credit institution's senior manager who is responsible for the issue of the Belgian covered bonds and related follow-up has sufficient expertise and availability to adequately perform its duties and that the credit institution allocates the resources necessary to ensure that these covered bonds are issued and managed properly.

#### **1.1.4 Specific Authorisation**

To obtain a Specific Authorisation, the credit institution must, among other things, provide the NBB with information on the impact of the issuance on the liquidity position of the issuing credit institution, the quality of the cover assets, the extent to which the maturity dates of the Belgian covered bonds coincide with those of the cover assets and the identification of the proposed cover pool monitor (*portefeuillesurveillant/surveillant de portefeuille*) and the existence of any extendable maturity structures. The credit institution will also have to demonstrate that it continues to comply with the requirements of the General Authorisation and the cover pool monitor (*portefeuillesurveillant/surveillant de portefeuille*) will need to report to the NBB (see Section 1.2.6) on the compliance by the issuing credit institution with the requirements of the Belgian Covered Bonds Regulations prior to and after the issuance of Belgian covered bonds.

The NBB will only grant the Specific Authorisation to the extent that, on the basis of the above information, it is satisfied that the following conditions have been met:

- (a) the issuing credit institution has obtained a General Authorisation;
- (b) the cover assets meet the requirements of the Belgian Covered Bonds Regulations (see Section 1.2.5.2); and
- (c) the credit institution has an appropriate organisation to ensure compliance with the legal and regulatory provisions regarding the issuance of Belgian covered bonds.

If a credit institution issues covered bonds in the framework of an issue programme, a Specific Authorisation only has to be obtained for the programme as such and not for each individual issue under that programme. However, credit institutions issuing covered bonds under an issue programme must regularly provide the NBB with an overview of all issues of covered bonds carried out under the programme and inform the NBB if a new issue takes place.

## **1.2 Rules applicable to the special estate**

### **1.2.1 Composition of the special estate**

The estate of a credit institution that issues Belgian covered bonds is by operation of law split into a general estate and into specified special estates. There will be one special estate per authorised issue programme or stand-alone issuance of covered bonds, as the case may be.

The credit institution that issues Belgian covered bonds must maintain a register in which all Belgian covered bonds and the cover assets are registered (the “**cover register**”).

The special estate includes by operation of law:

- (a) all assets registered in the cover register;
- (b) the assets (cash or financial instruments) received as collateral in the context of derivative contracts registered as cover assets;
- (c) all security interests and sureties, guarantees or privileges under whichever form that have been granted in relation to cover assets as well as rights under insurance policies and other contracts in relation to the cover assets or the management of the special estate;
- (d) all sums that the relevant credit institution holds as a result of the collection (reimbursement or payment) of the cover assets or of the enforcement of the rights mentioned above for the account of the special estate or otherwise held for the special estate; and
- (e) the mandatory reserves with the NBB to the extent that these are linked to the special estate, together, the “**cover assets**”.

Pursuant to a revindication mechanism provided by Article 3, §2, second indent of Annex III to the Belgian Banking Law, the rights of the special estate in respect of cash that cannot be identified in the general estate will be transferred to unencumbered assets of the general estate that will be selected by taking into account criteria specified in the terms and conditions of the relevant issuance (hereinafter referred to as the “issue conditions”).

### 1.2.2 General principles concerning the special estate and the cover assets

The receivables that are eligible to be registered as cover assets are the following, provided that they meet the requirements set out under Section 1.2.5.1 below:

- (a) mortgage receivables secured by a mortgage on residential real estate located in the European Economic Area (the “**EEA**”);
- (b) mortgage receivables secured by a mortgage on commercial real estate located in the EEA;
- (c) receivables on or guaranteed by (i) central governments or central banks of member states of the Organisation for Economic Co-operation and Development (OECD), (ii) regional or local authorities or public sector entities of these member states or (iii) multilateral development banks or international organisations;
- (d) receivables on credit institutions qualifying for credit quality step 1 or 2, as determined in accordance with Article 136 CRR, which take the form of any of the following:
  - (a) short-term receivables with a maturity of 3 months or less, or short-term deposits with credit institutions with an original maturity of not more than 100 days; and
  - (b) derivative contracts that comply with Article 1/3 of Annex III to the Belgian Banking Law.

Among the cover assets, a distinction is made between the primary assets, which may be any of the cover assets categories listed under (a), (b) or (c) above and make up the largest part of the special estate (the “**primary asset class**”), and the secondary assets, which include all cover assets that do not belong to the category of the primary asset class (the “**secondary assets**”).

The cover assets must at all times and until the maturity date of the relevant Belgian covered bonds provide sufficient cover to (i) reimburse the principal and interests in respect of the relevant Belgian



covered bonds; (ii) satisfy the obligations to any creditors that are specifically mentioned or can be identified based on the criteria set out in the relevant issue conditions; and (iii) to make payments related to the maintenance and management of the cover assets and the relevant Belgian covered bonds, including payments for winding down the issue programme of the relevant Belgian covered bonds. In addition, there must be an excess (*overschot/excédent*) of cover assets, valued in accordance with the criteria of Article 81 § 4, 1<sup>o</sup>, b), of the Belgian Banking Law, such that the value of the principal of these assets exceeds the outstanding principal amount of the relevant Belgian covered bonds. The minimal coverage requirements are set forth in the Covered Bonds Royal Decree and are discussed under Section 1.2.5.2 below.

Issuing credit institutions must take the necessary measures to ensure that the cover assets for each issue of Belgian covered bonds or for each issue programme are at all times identifiable.

### **1.2.3 Allocation of the special estate**

Each special estate is exclusively allocated to satisfy the obligations to the relevant noteholders and any other creditors that are specifically mentioned or can be identified based on the criteria set out in the relevant issue conditions. The latter category of creditors will generally include the various parties that are involved in the structuring and the management of the special estate and relevant Belgian covered bonds. These may include, *inter alia*, the noteholders' representative, the cover pool administrator, the cover pool monitor and relevant derivative contract counterparties.

Creditors of the issuing credit institution (other than noteholders and creditors that are or can be identified in the issue conditions or the agreements that are entered into in the framework of the relevant issue programme or issuance of Belgian covered bonds) may not exercise any rights against or attach any assets of the special estate.

### **1.2.4 Management of the special estate**

The issuing credit institution is responsible for managing the special estate until the earlier of the initiation of liquidation proceedings against it or the appointment of a cover pool administrator (in accordance with Section 1.2.7.1 below). The rights and obligations with regard to the transactions that take place between the issuing credit institution and the special estate are recorded in writing as if the special estate were a separate legal entity. Such management includes removing certain cover assets from the special estate and replacing them with other cover assets to ensure compliance with the applicable requirements.

### **1.2.5 Rules applicable to the cover assets**

Prior to the issuance of Belgian covered bonds, the issuing credit institution must take all reasonable measures to ensure that it meets the following requirements, and the cover pool monitor must report to the NBB on the credit institution's compliance with such requirements (see Section 1.2.6):

- (a) as regards the cover assets, (i) the qualitative requirements and limits (see Section 1.2.5.1), (ii) the quantitative requirements, (iii) the requirements regarding their valuation, (iv) the requirements regarding the coverage level, (v) the excess cover (*overschot/excédent*), (vi) the available liquidity, (vii) the requirements for the purchase of assets to cover an issue of covered bonds, and (viii) the requirements for derivative contracts, each as set out in the Belgian Covered Bonds Regulations; and
- (b) as regards the segregation of cover assets (*afzondering/segregation*), investor information, extendable maturity structures and record keeping (in particular the requirements of proper registration of the cover assets) (see Section 1.2.5.5).

Furthermore, the credit institution must establish risk management policies and carry out stress tests at least every three months to ensure that the liquidity generated by the cover assets is sufficient to meet the applicable tests and/or, as the case may be, have other assets that can be sold or mobilised quickly in order to provide relevant coverage. These stress tests must take into account at least the following scenarios:

- (a) sudden and unexpected interest rate and exchange rate movements;
- (b) different levels of prepayment of the cover assets; and
- (c) a significant deterioration of the credit quality of the cover assets.

If it appears from the abovementioned stress tests that the cover assets are no longer sufficient, the issuing credit institution must take the necessary measures and/or at least ensure that it has sufficient other assets that it can pledge if such scenarios would actually occur.

The issuing credit institution, its statutory auditor and the cover pool monitor will have ongoing obligations to provide to the NBB periodic information on compliance with the Belgian Covered Bonds Regulations.

**1.2.5.1 Types of eligible assets** The special estate may be composed of assets falling within any of the following four categories: residential mortgage loans (category 1), commercial mortgage loans (category 2), public sector exposures (category 3) and exposures to credit institutions, including derivative contracts (category 4).

(a) Mortgage Loans

The special estate may include residential mortgage loans or commercial mortgage loans:

- (i) Residential mortgage loans (category 1): mortgage receivables secured by a mortgage on residential real estate located in the EEA, up to an amount equal to the lower of (i) the principal amount of the relevant mortgage receivables and (ii) 80 per cent. of the value of the encumbered residential real estate. Mortgage receivables relating to residential real estate under construction or in development can only be included in the special estate if they do not represent more than 15 per cent. of all the residential mortgage loans included in the special estate.
- (ii) Commercial mortgage loans (category 2): mortgage receivables secured by a mortgage on commercial real estate located in the EEA, up to an amount equal to the lower of (i) the principal amount of the relevant receivables that is secured by one or more mortgages and (ii) 60 per cent. of the value of the encumbered commercial real estate. Mortgage receivables relating to commercial real estate under construction or in development may not be included in the special estate.

In order to qualify as residential and commercial mortgage loans, the credit institution must be the beneficiary of a first-ranking mortgage. In addition, the relevant property securing the residential or commercial mortgage loan must be valued by a valuer within the meaning of Article 208(3)(b) of the CRR and in accordance with the requirements of Article 229(1) of the CRR. At the time of inclusion in the special estate, the issuing credit institution must take into account the current valuation of the property, which may be at or below market value. The issuing credit institution must furthermore

comply with the requirements of Article 208(5) of the CRR to have procedures in place to monitor that the relevant property is adequately insured against the risk of damage.

Residential real estate is real property that is destined for housing or for leasing (*huur/location*) housing by the owner.

Commercial real estate is real property that is primarily used for industrial or commercial purposes or for other professional activities, such as offices or other premises intended for the exercise of a commercial or services activity.

Pursuant to the Belgian Covered Bonds Regulations, a residential mortgage loan which is partly secured by a mortgage mandate may be included in the special estate. Subject to certain valuation rules (see Section 1.2.5.3), (a portion of) the amounts secured by the mortgage mandate may be taken into account for purposes of the Cover Tests.

Investors should be aware that such mortgage mandate will only provide a security interest giving preference over other creditors once the mandate has been exercised and a mortgage has been registered. Prior to such exercise, third parties acting in good faith may register prior-ranking mortgages.

Once a mandate is exercised by the relevant agents (*mandaathouders/titulaires de mandat*) in accordance with the terms of the mandate, the ensuing mortgage will rank at the highest level available at the time of registration of such mortgage. To the extent that the mortgage secures any other loans made by Argenta Spaarbank to the same grantor, the proceeds of any enforcement will in principle be shared *pro rata* among the various loans (including any such loans that are still with the general estate) (see also Condition 7(c)).

- (b) Public sector exposures (category 3): receivables on or guaranteed by (i) central governments or central banks of member states of the Organisation for Economic Co-operation and Development (OECD), (ii) regional or local authorities or public sector entities of these member states or (iii) multilateral development banks or international organisations that qualify for a 0 per cent. risk weighting as set out in Article 117 and 118 CRR.

If the counterparties mentioned under (i) and (ii) above are not part of the European Union (EU) or the European System of Central Banks (ESCB), respectively, such receivables will only be eligible to qualify as cover assets if:

- (i) for the counterparties mentioned under (i), such receivables qualify for credit quality step 1 or 2, as determined in accordance with the criteria adopted pursuant to Article 136 CRR;
- (ii) for the counterparties mentioned under (ii), such receivables have the same risk weighting as exposures to institutions or central governments and central banks in accordance with Articles 115 and 166 CRR (respectively) and qualify for credit quality step 1 or 2, as determined in accordance with the criteria adopted pursuant to Article 136 CRR.

The amount represented by receivables owed by the abovementioned counterparties that qualify for credit quality step 2 may not exceed 20 per cent. of the nominal amount of the relevant covered bonds in issue.

(c) Exposures to credit institutions (category 4): claims against credit institutions that have the status of credit institution under the law of a member state of the OECD and which qualify for credit quality step 1 or 2, as determined in accordance with the criteria adopted pursuant to Article 136 CRR, when such receivables qualify as either of the following:

- (i) short-term receivables with a maturity of three months or less, or short-term deposits with an original maturity of not more than 100 days, if such deposits are used to comply with the liquidity requirement applicable to the special estate; or
- (ii) derivative contracts.

In order to qualify as cover assets, derivative contracts must meet the following requirements:

- (i) the derivative contracts are only intended to hedge interest rate risk, currency exchange risk linked to the cover assets or the Belgian covered bonds and their volume is adjusted in the case of a reduction in the hedged risk and they are removed when the hedged risk ceases to exist;
- (ii) the derivative contracts are not subject to early termination (close-out) in case liquidation or resolution proceedings are opened against the issuing credit institution, irrespective of whether such early termination occurs automatically or at the initiative of the counterparty;
- (iii) the derivative contracts may not be covered by a novation or netting agreement to which the issuing credit institution is a party;
- (iv) the derivative contracts must be concluded with credit institutions that are not included in the scope of the issuing credit institution's prudential consolidation, are governed by the laws of an OECD member state and which are at least eligible for credit quality step 2 as determined in accordance with Article 136 CRR; and
- (v) the net exposures of the counterparties under these derivative contracts must be secured by values (*waarden/valeurs*) or financial instruments issued or guaranteed by a central authority which is governed by the laws of an OECD member state and is eligible for credit quality step 1 as determined in accordance with Article 136 CRR.

The issuing credit institutions that decide to include derivative contracts in the special estate must ensure that they at all times have the requisite documentation (which is regularly updated) to demonstrate compliance with the requirements of Article 1/3 of Annex III to the Belgian Banking Law and with the requirements of Section 6.4 of IFRS 9 (*Financial Instruments*). This documentation must also include an external and independent legal advice confirming the validity and enforceability of the derivative contracts in the relevant jurisdictions is confirmed and which covers at least the law chosen by the parties (*lex contractus*) and the law applicable to liquidation proceedings (*lex fori concursus*) that may affect the counterparty.

Derivative contracts registered in the cover register are part of the special estate. Collateral posted with the issuer under such derivative contracts is part of the special

estate by operation of law and can only be used for obligations in relation to the special estate in accordance with the issue conditions and the relevant derivative contract.

Amounts paid as reimbursement, collection or payment of interest on claims or assets included in the special estate as part of the relevant categories may be taken into account as cover assets that are a part of their respective category.

### 1.2.5.2 Cover Tests

At the time of the issuance and as long as any Belgian covered bonds remain outstanding, the issuing credit institution must, in respect of each special estate, meet the following cover tests:

- (a) the value of the primary assets must represent at least 85 per cent. of the principal amount of the relevant Belgian covered bonds outstanding (the “**85 per cent. Asset Coverage Test**”). As a result, three general types of Belgian covered bond programmes or issues can be distinguished on the basis of their primary asset class: (i) residential mortgage loans; (ii) commercial mortgage loans; or (iii) public sector exposures.
- (b) the value of the cover assets must provide an excess cover such that their value exceeds the outstanding principal amount of the Belgian covered bonds. Per special estate, the value of the cover assets must represent at least 105 per cent. of the outstanding principal amount of the issued Belgian covered bonds (the “**Over-Collateralisation Test**”), provided that the principal amounts of the cover assets have not been taken into account elsewhere to meet the requirements of the Amortisation Test (as defined below) with regard to payment obligations other than those related to the principal amount of the Belgian covered bonds. As a result, the special estate must at all times be over-collateralised by at least 5 per cent.; and
- (c) the sum of the principal, interests and all other income generated by the cover assets (including the income generated by derivative contracts and available liquidity resources) must, during the entire duration of the relevant Belgian covered bonds, provide a sufficient cover for (i) the payment of principal and interest on the Belgian covered bonds and (ii) the costs related to the maintenance and management of the covered bonds issue programme, including the costs for winding down such programme (the “**Amortisation Test**”),

all three together, the “**Cover Tests**”.

### 1.2.5.3 Cover assets valuation methodology

For the purpose of the 85 per cent. Asset Coverage Test and the Over-Collateralisation Test, the value of the over assets of each category is determined as follows:

- (a) **Residential mortgage loans:** the lesser of (i) the outstanding loan amount, (ii) 80 per cent. of the market value of the residential real estate and (iii) the value of the mortgage.

If the residential real estate over which a mortgage has been created is located in Belgium, the value of the mortgage in respect of a residential mortgage loan will be equal to the amount of the mortgage registration in first rank, plus any amounts of mortgages in subsequent ranks (provided that there are no other creditors with prior-ranking mortgage rights (*zonder dat andere schuldeisers zich in een tussenpositie bevinden/sans interposition d'autres créanciers*)).

If the mortgage is supplemented with a mortgage mandate, the value of the mortgage will be equal to the lesser of (a) the sum of the amount of the mortgage registration in first rank, plus any amounts of mortgages in sequentially lower ranks (provided that there are no other creditors with prior-ranking mortgage rights (*zonder dat andere schuldeisers zich in een tussenpositie bevinden/sans interposition d'autres créanciers*)) and the amount for which a mortgage mandate has been granted and (b) the amount of the mortgage registration in first rank, plus the amount of any mortgage in sequentially lower ranks (provided that there are no other creditors with prior-ranking mortgage rights (*zonder dat andere schuldeisers zich in een tussenpositie bevinden/sans interposition d'autres créanciers*)), divided by 0.6.

If the residential real estate over which the mortgage has been created is located outside Belgium, the value of the mortgage in respect of such residential mortgage loan will be equal to the amount of the mortgage registration in first rank, plus the amount of any mortgages in sequentially lower ranks (provided that there are no other creditors with prior-ranking mortgage rights (*zonder dat andere schuldeisers zich in een tussenpositie bevinden/sans interposition d'autres créanciers*)). Mortgage mandates are not taken into consideration.

Residential real estate may only be taken into consideration for purposes of the valuation calculations of the cover assets if the requirements set out in Article 208 of the CRR have been complied with.

The 80 per cent. valuation limit mentioned above must be calculated for each mortgage loan separately and applies for the total duration of the loan.

The value of the real estate is to be monitored regularly and at least annually for residential real estate.

- (b) **Commercial mortgage loans:** the lesser of (i) the outstanding loan amount, (ii) 60 per cent. of the sales value of the commercial real estate and (iii) the value of the mortgage.

The value of the mortgage in respect of a commercial mortgage loan equals the amount of the mortgage registration in first rank, accrued (if applicable) with the amount of the mortgages in sequentially lower ranks (provided that there are no other creditors with prior-ranking mortgage rights (*zonder dat andere schuldeisers zich in een tussenpositie bevinden/sans interposition d'autres créanciers*)). Mortgage mandates are not taken into consideration.

Commercial real estate may only be taken into consideration for purposes of the valuation calculations if the requirements of Article 208 CRR are satisfied. The value of the commercial real estate is to be monitored regularly and at least annually.

The 60 per cent. valuation limit mentioned above must be calculated for each mortgage loan separately and applies for the total duration of the loan.

- (c) **Public sector exposures:** the value of such exposures is equal to the book value in the books of the issuing credit institution (or limited to the amount guaranteed by the relevant entities).

- (d) **Exposure to credit institutions:**

- (i) *Derivative contracts*: the value of derivatives contracts is determined on the basis of the amount that is due upon the termination of such agreement (the “close-out amount”);
- (ii) *Other exposures to credit institutions*: the value of such exposures is equal to the book value in the books of the issuing credit institution.

Moreover, the rules and methodologies for the purposes of valuing the real estate will have to comply with the specific rules set out in Article 5 of the NBB Covered Bonds Circular. This Article 5 specifies that for the purpose of the Amortisation Test, the principal amount of a mortgage receivable will be restricted to the limit applicable to such cover assets as calculated at the time when the Cover Tests are performed. Article 5 of the NBB Covered Bonds Circular further adds that the valuation of real estate must be carried out in accordance with the requirements set out in Circular NBB\_2021\_18 implementing the European Banking Authority (EBA) Guidelines EBA/GL/2020/06, and in particular in accordance with section 7 of the EBA Guidelines.

For the purpose of the Cover Tests, no assets for which a default has occurred in accordance with Article 178 CRR may be registered in the special estate. In any event, the value of an asset for which a default has occurred in accordance with Article 178 CRR, is zero. The value of an asset that is 30 days (or more) past due (excluding any assets in default in accordance with Article 178 CRR) will only be taken into account for 50 per cent. of the value as set out above.

#### 1.2.5.4 Liquidity Buffer

Issuing credit institutions must at all times be able to meet their payment obligations related to their issued covered bonds. To this end, issuing credit institutions must put in place mechanisms to ensure that they have the necessary liquidity at their disposal at all times.

At the time of the issuance and for so long as any Belgian covered bonds remain outstanding, each special estate must contain sufficient liquid and available cover assets to form a liquidity buffer in order to enable the issuing credit institution to at all times cover (i) the Net Liquidity Outflow (as defined below) of the relevant issue or issue programme, as well as (ii) the maximum cumulative Net Liquidity Outflow calculated over a six month period (the **Liquidity Buffer**”).

The net liquidity outflow (*nettoliquiditeitsuitstroment/les sorties nettes de trésorerie*) includes all outgoing payment flows due on a certain day, including repayments of principal and interest and payments under derivative contracts and the costs of maintaining and managing the issue or issue programme of Belgian covered bonds, after deduction of all incoming payment flows due on the same day for receivables related to the cover assets (the “**Net Liquidity Outflow**”).

If the issue conditions of the relevant covered bonds provide for an extendable maturity structure (*verlengbare-looptijdstructuur/structure d'échéance prorogéable*), the calculation of the principal amount can be based on the maximum maturity specified in the issue conditions.

The Liquidity Buffer mentioned above is comprised of:

- (i) cover assets that qualify as ‘level 1 assets’ in accordance with the requirements of Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions, are valued in accordance with that regulation and which have not been issued by the issuing credit institution, its

parent (unless its parent is a public law entity that is not a credit institution), its subsidiary or any other subsidiary of its parent; and

- (ii) short-term receivables or short-term deposits that qualify as category 4 cover assets.

When calculating the Net Liquidity Outflows and Liquidity Buffer, the principal and income of cover assets for which a default has occurred in accordance with Article 178 CRR shall count for zero. The principal and income of cover assets that are 30 days (or more) past due (excluding any cover assets in default in accordance with Article 178 CRR) will only be taken into account for 50 per cent.

If an issuing credit institution fails to meet the requirements of Article 7, § 1 of the Covered Bonds Royal Decree, it will have 14 days to take the necessary redress measures to meet the relevant requirements. As long as an issuing credit institution has not taken the necessary redress measures, it is not allowed to issue new Belgian covered bonds (under a programme or on a stand-alone basis).

#### **1.2.5.5 The Cover Register**

As from their registration in the cover register, the assets, including the relevant derivative contracts, that are part of the relevant special estate, constitute the cover assets. Such registration and allocation to the cover assets is valid and enforceable against third parties.

The amounts that are paid by way of repayment, recovery or payment of interests on claims or assets included in the special estate, are deemed to be registered as cover assets to the extent that the relevant claim or asset is registered, until the point at which such amounts are used for other purposes.

Upon their removal from the cover register, the assets or the derivative contracts will no longer constitute cover assets. Such deregistration is valid and enforceable towards third parties.

The cover register must at least contain the following information:

- (a) the characteristics per series of issued Belgian covered bonds, including their nominal value, maturity date and interest rate(s); and
- (b) the characteristics of assets that constitute the cover assets, including the category, the type of contract, the nominal value, the currency, the issue date or origination date and the maturity date of the assets, the date of registration in the cover register, the identity of the counterparties, information regarding redemption, interest rates, guarantees and the valuation of the assets.

If any of the above characteristics of an asset changes, this must be reflected in the cover register as soon as possible.

The assets, derivative contracts and outstanding debt instruments that are part of the special estate, as well as the security interests securing such cover assets, must be registered in accordance with the following principles:

- (a) the cover assets, which are registered in the cover register, must at all times be identifiable in the accounts and systems of the issuing credit institution;
- (b) each transaction regarding cover assets must be immediately registered in the cover register and at the latest on the same day by close of business;



- (c) each registration in and/or amendment to the cover register must be traceable;
- (d) the issuing credit institution must be able to copy the content of the cover register at all times; and
- (e) at the end of each month, the content of the cover register must be copied to a durable medium and kept for a period of 5 years after the maturity date of the Belgian covered bonds. The cover register as well as the (back-up) copy must be kept in electronic format, and the back-up copy must be stored in a different protected location than the original register. The standard procedures of the issuing credit institution for back-up and archiving can be used to this end, provided that the relevant storage method is acceptable to the statutory auditor, the cover pool monitor, the cover pool administrator and the NBB.

Protective measures must be taken to prevent unauthorised persons from making modifications to the cover register, or to prevent damages to or destruction of the cover register. To this end, the issuing credit institution must keep an updated (back-up) copy of the cover register in another location.

#### **1.2.5.6 Sanctions in case of breach**

If the issuing credit institution is (and remains) or the Belgian covered bonds are unable to meet the requirements which apply to it as issuing credit institution of Belgian covered bonds, the NBB can grant a grace period during which this situation must be resolved. If the situation is not resolved after expiry of this grace period, the NBB can revoke the credit institution's Specific Authorisation or appoint a cover pool administrator in accordance with Article 8 of Annex III to the Belgian Banking Law, and the Supervisory Authority can (as the case may be on the NBB's request) revoke the credit institution's General Authorisation. From the date of withdrawal of one or more of the aforementioned authorisations, no new issue of Belgian covered bonds may take place, not even under an existing issuance program. As mentioned above, for so long as the issuing credit institution is in breach of the Liquidity Buffer, it shall not be allowed to issue new Belgian covered bonds, regardless of the granting of any grace period by the NBB.

In urgent circumstances or when the seriousness of the facts so requires, the NBB or the Supervisory Authority (as the case may be on the NBB's request) can revoke the issuing credit institution's Specific Authorisation or General Authorisation (respectively) without granting any grace period. The Belgian Covered Bonds Regulations provide that this will not affect the registration of outstanding cover assets. If the NBB or the Supervisory Authority decide to revoke any of the authorisations of the issuing credit institution, the NBB must immediately notify the ECB and the European Banking Authority ("EBA") thereof and publish such decision on its website without delay. A revocation of the Specific or General Authorisation of the issuing credit institution is without prejudice to the rights of the holders of the Belgian covered bonds and the other creditors that benefit from a dual right of recourse, and the issuing credit institution will remain subject to the requirements of the Belgian Covered Bonds Regulations until it has fulfilled all its payment obligations under its outstanding Belgian covered bonds (unless to the extent exempted therefrom by the NBB). As of the date of such revocation, the relevant credit institution may not proceed to any new issue of Belgian covered bonds, including under an existing programme.

The Supervisory Authority can also publish warnings to indicate that a credit institution has failed to comply with the NBB's requests to meet the requirements of the Belgian Covered Bonds Regulations within a specified grace period. In addition, as part of its general supervisory function under the Belgian Banking Law, the Supervisory Authority can – after hearing or

inviting the issuing credit institution for a hearing – impose a fine of maximum EUR 2,500,000 per breach or EUR 50,000 per day of non-compliance.

The Supervisory Authority has the power to impose administrative penalties on issuing credit institutions. Such administrative penalties may range from EUR 10,000 to 10 per cent. of the credit institution's annual net turnover of the past financial year.

## **1.2.6 Cover pool monitor**

For each issue programme or (as the case may be) stand-alone issuance, the issuing credit institution must appoint a cover pool monitor (*portefeuillesurveillant/surveillant de portefeuille*) approved by the NBB. The cover pool monitor must be an auditor who is not the statutory auditor of the issuing credit institution. The cover pool monitor will verify and issue periodic reports to the NBB on the issuing credit institution's compliance with the legal and regulatory framework applicable to Belgian covered bonds.

### **(a) Prior to the first issuance of Belgian covered bonds**

Prior to the issuance of Belgian covered bonds, the cover pool monitor must verify whether the issuing credit institution meets the following requirements listed in Sections 1.2.5. It is the responsibility of the cover pool monitor to determine the procedures that must be observed to that effect. The NBB can also request that the cover pool monitor performs other tasks and verifications.

The verifications carried out by the cover pool monitor must be sufficient to provide a reasonable degree of certainty that the planned covered bonds issuance complies with the relevant requirements of the Belgian Covered Bonds Regulations.

### **(b) Following the issuance of Belgian covered bonds**

Following the first issuance of Belgian covered bonds, the cover pool monitor must take all reasonable steps to verify, at least once a year, whether the issuing credit institution complies with the requirements set out in Section 1.2.5.

If the issuing credit institution does not comply with such requirements, the cover pool monitor must immediately inform the NBB and the issuing credit institution.

Furthermore, the cover pool monitor must verify at least once a month whether the Cover Tests, the Liquidity Buffer and the requirements in relation to the cover register are met. The cover pool monitor must immediately inform the NBB and the issuing credit institution if the latter no longer satisfies such requirements.

The appointment of the cover pool monitor will terminate upon the appointment of a cover pool administrator.

## **1.2.7 Cover pool administrator**

### **1.2.7.1 Appointment**

The Belgian Covered Bonds Regulations provide that, in certain circumstances of distress (as described in more detail in the paragraph below), the NBB may replace the management of the special estate by entrusting it to a cover pool administrator.

The NBB may appoint a cover pool administrator (*portefeuillebeheerder/gestionnaire de portefeuille*) in the following circumstances:

- (a) upon the adoption of a measure or sanction as referred to in Article 8, § 1, 1° of Annex III to the Belgian Banking Law against the issuing credit institution if such measure or sanction or the reason(s) why it is imposed may, in the opinion of the NBB, negatively affect (*aantasten/affecter*) the rights of the noteholders and/or third parties having a claim on the special estate;
- (b) in the event liquidation proceedings are initiated against the issuing credit institution or the issuing credit institution is being resolved;
- (c) upon the revocation of the Specific and/or General Authorisation of the issuing credit institution; and
- (d) in circumstances where the situation of the issuing credit institution is such that it may seriously affect (*ernstig in gevaar kan brengen/mettre gravement en péril*) the interest of the noteholders.

To be appointed as cover pool administrator, the candidate will have to demonstrate that it has the necessary knowledge and experience, professional integrity and an appropriate organisation to carry out such tasks. Credit institutions established in the European Economic Area which are licensed to issue covered bonds with respect to similar assets or manage portfolios of mortgage loans or other assets which qualify as cover assets, are deemed to satisfy such criteria.

Following its appointment, the cover pool administrator is legally entrusted with all powers that are necessary for the management of the special estate. Its remit is to ensure that the obligations towards the noteholders and the other creditors that are, or can be, identified on the basis of the issue conditions are complied with.

#### 1.2.7.2 Tasks and responsibilities

As from its appointment, the cover pool administrator is responsible for the management of the Special Estate and by operation of law disposes of all powers necessary or useful for the performance of this management, including the power to carry out any act of disposal (*daden van beschikking/actes de disposition*), without any restriction. The purpose of the cover pool administrator's management is to ensure that the commitments set out in the terms and conditions of the relevant Belgian covered bonds continue to be complied with.

Vis-à-vis the issuing credit institution and third parties, the cover pool administrator is further responsible for:

- exercising, on behalf of the special estate, any rights *in rem* and rights *in personam*;
- ensuring compliance with the obligations of the special estate, with the same prerogatives as a true legal person; and
- as the case may be, deciding to extend the maturity of the Belgian covered bonds.

The cover pool administrator cooperates and exchanges all necessary information with the NBB and, as the case may be, with the resolution authority or the bankruptcy administrator.

Any acts relating to the special estate and undertaken after the appointment of the cover pool administrator by the issuing credit institution or on its behalf by persons other than the cover pool administrator are considered null and void, unless ratified by the cover pool administrator.

#### 1.2.7.3 Cover Pool Administrator Royal Decree

The Cover Pool Administrator Royal Decree specifies the tasks of the cover pool administrator. These include, among other things, the payment of interest and principal on the covered bonds, collection of moneys from the cover assets (including any enforcement) for the account of the special estate, entering into derivative contracts and carrying out of certain administrative tasks.

The cover pool administrator will also have to test compliance with the Cover Tests and inform the NBB and the noteholders' representative of the outcome of such tests as well as of any stress tests. In case it sells any assets, it will have to ensure that this is done at the best possible market conditions. The consent of the NBB and the noteholders' representative will be required for any transaction (including a sale of any cover assets) if as a result the Cover Tests, the Liquidity Buffer or contractual provisions would no longer be met or if there is a risk that these would no longer be met.

The Royal Decree further specifies that the cover pool administrator will be required to consult with the noteholders' representative in circumstances where, following an insolvency of the credit institution and with the consent of the NBB, it deems it necessary to liquidate the special estate and redeem the covered bonds because it is of the view that the cover assets are no longer sufficient to cover the obligations under the covered bonds. Such consultation with the noteholders' representative will in particular be required if the Cover Tests and/or the Liquidity Buffer are no longer met.

### **1.3 Specific rules applicable to the Belgian covered bonds**

#### **1.3.1 Representation of the noteholders**

The issue conditions can (and are generally expected to) provide that the noteholders will be represented by a representative. The representative may be appointed by the issuing credit institution. Thereafter, a representative may be appointed by the general meeting of noteholders in accordance with the issue conditions.

The representative may be dismissed by the noteholders at a general meeting, subject to appointing one or more (new) representatives by simple majority of votes, in replacement thereof.

The representative may represent and bind the noteholders within the boundaries of the powers that are assigned to it (as may be specified in the relevant issue conditions or the appointment decision). The noteholders must be consulted on any decision relating to the liquidation of the special estate upon initiation of bankruptcy proceedings against the issuing credit institution (see below).

The representative of the noteholders can also represent other creditors of the same special estate, provided that:

- (a) the relevant creditor agrees with such representation; and
- (b) the issue conditions of the relevant Belgian covered bonds contain appropriate rules to deal with potential conflicts of interest.

The representative must perform its duties in the sole interest of the noteholders and, as the case may be, the interest of the other creditors that it represents. Furthermore, it must give account of its performance as may be required by the terms of the issue conditions or the appointment decision.

#### **1.3.2 Limitation of the amount of Belgian covered bonds**

A credit institution cannot issue any further Belgian covered bonds if the amount of cover assets exceeds 8 per cent. of the issuing credit institution's total assets. The NBB can specify which assets are to be

taken into account for the purpose of calculating this 8 per cent. limit and how such assets should be valued.

The NBB can request the issuing credit institution to further limit the amount of Belgian covered bonds to be issued if it deems this necessary in order to protect the rights of the general creditors of the issuing credit institution, other than the noteholders.

On the other hand, the NBB may allow the issuing credit institution to issue Belgian covered bonds beyond the 8 per cent. limit:

- (a) on a temporary basis, when such would be justified due to exceptional circumstances on the financial markets which affect the issuing credit institution and which warrant an increased use of this source of financing. In that case, the NBB will determine a period within which the 8 per cent limit must again be met complied with; or
- (b) if the issuing credit institution's subordinated liabilities provide sufficient protection to reach the threshold of 8% of total liabilities, including equity, as referred to in Article 255, § 6, 3<sup>o</sup> of the Belgian Banking Law or in Article 27(7)(a) of the SRMR.

In the report relating to the Covered Bonds Royal Decree, it is specified that such a temporary exemption from the 8 per cent limit would be warranted in circumstances where the credit institution would no longer have access to unsecured funding.

As of 1 January 2024, the 8 per cent. limit will no longer apply. The NBB will however remain competent to require issuing credit institutions to limit the volume of their issue of covered bonds when such would be required to protect the issuing credit institution's creditors other than the noteholders.

### **1.3.3 Subscription of own Belgian covered bonds**

The issuing credit institution may subscribe to or invest in its own Belgian covered bonds. However, to the extent that these Belgian covered bonds are held by the issuing credit institution, such credit institution will not be able to exercise the rights set out in Articles 7:162 to 7:176 of the Belgian Code of Companies and Associations) (to the extent applicable) or similar rights set out in the articles of association of the issuing credit institution or in the issue conditions, unless otherwise provided in the issue conditions.

### **1.3.4 Conditions to issuance of Belgian covered bonds**

As set out in Section 1.1.2, an issuer can only issue Belgian covered bonds after having obtained a general license from the Supervisory Authority authorising it to issue covered bonds (the General Authorisation) as well as a specific license from the NBB in relation to the programme (or stand alone issue, as the case may be) (the Specific Authorisation).

Subsequently, an issuer may be restricted from issuing further Belgian covered bonds in certain circumstances. In particular, this could be the case if the NBB or the Supervisory Authority (as the case may be on the NBB's request) revoke one or more of the issuer's authorisations (see Section 1.2.5.6) or if the NBB imposes a certain limit on the aggregate amount of Belgian pandbrieven / European covered bonds (premium) that can be issued and the issuer would exceed such limit with a new issue (see Section 1.3.2). Moreover, if the issuer fails to meet the Liquidity Buffer and has not remedied such situation, it will be prevented from further issuing Belgian covered bonds as long the Liquidity Buffer is not met (see Section 1.2.5.4).

## **1.4 Status and protection of the noteholders**

#### 1.4.1 Dual recourse

The holders of Belgian covered bonds benefit from (i) a direct, unconditional, unsubordinated and unsecured (*chirografaair/chirographaire*) claim on the general estate of the issuing credit institution; (ii) in the event liquidation proceedings are initiated against the issuing credit institution or the issuing credit institution is being resolved, an exclusive right of recourse against the assets which constitute the special estate; and (iii) in the event liquidation proceedings are initiated against the issuing credit institution and the special estate is not sufficient to cover for their claims, an unsecured, unsubordinated recourse against the general estate of the issuing credit institution. The noteholders rank *pari passu* among themselves (together with any other creditor specified in the issue conditions) and have exclusive claims with respect to the assets that form the special estate. With respect to other assets (i.e., assets of the general estate) of the issuing credit institution, noteholders rank *pari passu* with unsecured and unsubordinated creditors of the issuing credit institution.

In a going concern, the expectation is that all payments falling due under the Belgian covered bonds will be satisfied out of the general estate. Following the opening of a liquidation or resolution procedure in respect of the issuer, payments will be made by the special estate.

#### 1.4.2 Opening of bankruptcy proceedings

**1.4.2.1 Protection of the special estate** If bankruptcy proceedings are opened against a credit institution that has issued Belgian covered bonds, such bankruptcy proceedings will be limited to the general estate of the credit institution. The special estate (including its debts, obligations and cover assets) will not fall within the bankrupt estate of the credit institution and will be treated separately. Moreover, the bankruptcy proceedings do not cause the obligations and debts of the special estate to become due and payable.

In addition, creditors of the credit institution's general estate cannot exercise any recourse against, nor attach any assets that fall within, the special estate.

A special mechanism has been created to protect cash held by the issuing credit institution on behalf of the special estate. Pursuant to this mechanism, the rights of the special estate as regarding cash that cannot be identified in the general estate will be transferred to unencumbered assets of the general estate that will be selected by taking into account criteria specified in the issue conditions, after consultation between, on the one hand and as the case may be, the issuing credit institution, the resolution authority or the bankruptcy administrator and on the other hand, the cover pool monitor or cover pool administrator. These mechanics aim to reduce the commingling risk that would arise if the bank accounts of the special estate are held with the issuer of the covered bonds.

The bankruptcy administrator has a legal obligation to cooperate with the Supervisory Authority and the cover pool administrator in order to enable them to manage the special estate in accordance with the Belgian Covered Bonds Regulations. In addition, Article 12/1 of Annex III to the Belgian Banking Law provides that when liquidation proceedings are initiated against an issuing credit institution or when an issuing credit institution is being resolved, the NBB, the cover pool administrator and, as the case may be, the resolution authority must cooperate and exchange all necessary information, *inter alia* to ensure that the rights and interests of the holders of Belgian covered bonds are respected, in particular by ensuring that the issue programme is managed continuously and in accordance with the applicable legal and regulatory requirements.

The aim is for the Belgian covered bonds to remain outstanding until their stated maturity, notwithstanding a bankruptcy or resolution of the issuing credit institution or a subsequent transfer of the special estate to another institution.

#### 1.4.2.2 Liquidation of the special estate in specific circumstances

Notwithstanding the above, the cover pool administrator may, in the case of bankruptcy proceedings and subject to consultation with the noteholders' representative and approval of the NBB, transfer the special estate (assets and liabilities) and its management to an institution which will be entrusted with performing obligations to the noteholders in accordance with the issue conditions.

In addition, the cover pool administrator may in certain circumstances proceed with the liquidation of the special estate and with the early repayment of the Belgian covered bonds. This is, however, only possible if, following the opening of bankruptcy proceedings against the issuing credit institution:

- (a) the cover pool administrator is of the opinion that the cover assets are not sufficient or are at risk of being not sufficient to satisfy the obligations under the Belgian covered bonds (subject to the approval by the NBB and consultation of the noteholders' representative (which shall be required in case of breach of the Cover Tests or the Liquidity Buffer)); or
- (b) a decision is taken to this effect by majority vote at a noteholders' meeting at which at least two thirds of the outstanding principal amount of Belgian covered bonds is represented.

In case the special estate is liquidated, the positive balance (if any) will automatically fall within the general estate. This means that cover assets that are part of the special estate only return to the general estate once all Belgian covered bonds have been repaid in full. However, on the initiation of bankruptcy proceedings against the issuing credit institution, the bankruptcy administrator is entitled, after consultation with the NBB, to require that assets which are with certainty no longer necessary as cover assets, be re-transferred to the general estate.

#### 1.4.3 Transfer of the special estate

The special estate could be transferred to a third party, either as a result of (i) the application of the resolution tools (*afwikkelingsinstrumenten/instruments de résolution*) taken in accordance with Book II, Title VIII of the Belgian Banking Law, or (ii) following the commencement of bankruptcy proceedings or recovery measures, if the cover pool administrator decides to transfer in accordance with Article 11, 5° of Annex III to the Belgian Banking Law. The Belgian Banking Law provides that, in the case of such a transfer, the rights of the noteholders against the special estate will be maintained and will follow the special estate.

#### 1.4.4 Investor protection and extendable maturity structures

Extendable maturity structures (*verlengbare-looptijdstructuren/structures d'échéance prorogéables*) are mechanisms that offer the possibility to extend the fixed maturity of Belgian covered bonds for a predetermined period if a specific trigger event occurs. The Belgian Covered Bonds Regulations provide that extendable maturity structures are allowed only under the following conditions:

- (a) the maturity extension triggers are specified in the contractual terms and conditions of the Belgian covered bond;
- (b) the maturity can only be extended in the following events (the "triggers"):
  - (i) the issuing credit institution has determined that it is unable to pay all amounts due on the maturity date of the relevant Belgian covered bonds ("failure to pay"); and/or

- (ii) liquidation proceedings are initiated against the issuing credit institution or the issuing credit institution is being resolved;
- (c) if liquidation or resolution proceedings are initiated against the issuing credit institution, only the cover pool administrator may decide to extend the maturity of the relevant Belgian covered bonds; and
- (d) the extended maturity date is included in the terms of issue and the extended maturity date may not be later than one year from the original maturity date.

Article 13/1, §1, 3° of Annex III to the Belgian Banking Law currently foresees that the original maturity of Belgian covered bonds may, by way of exception, be extended with more than one year, provided that such extension is expressly authorised by the NBB and such extension is warranted by the circumstances. However, this option will be abolished by the law of 20 July 2022 on the status and supervision of stockbroking firms and containing various provisions, which enters into force on 6 October 2022, such that an extension of the original maturity of Belgian covered bonds with more than one year will no longer be possible as from that date.

Any extension of the original maturity of covered bonds may not affect the noteholders' dual right of recourse (see Section 1.4.1 above), their exclusive right of recourse against the special estate and the bankruptcy remoteness of their claim on the special estate (see Section 1.4.2 above), nor alter the sequencing of the programme's original maturity schedule (*looptijdenschema/ l'ordre de l'échéancier des émissions*).

In addition to the information mentioned above, the issue conditions must include a detailed description of:

- (a) the conditions for implementation and the consequences of the maturity extension;
- (b) the consequences of liquidation or resolution proceedings opened in respect of the issuing credit institution for the maturity extension; and
- (c) the role of the cover pool administrator and the NBB in the maturity extension.

#### **1.4.5 Investor information**

Each credit institution issuing covered bonds must publish *inter alia* the following information on its website, separately for each issue programme, within the month following the issue and, subsequently, every month thereafter:

- (a) the value of the special estate and of the relevant outstanding Belgian covered bonds and, as the case may be, their rating;
- (b) for each issue, a list of the International Securities Identification Numbers (ISINs) for all covered bond issues under that programme, the currency in which they are issued, their outstanding amount, their issue date, their maturity date, including the fixed expiry date in case of maturity extension, the characteristics of their coupon and its percentage;
- (c) the type of cover assets and the geographical distribution of the security interest securing their repayment, and if the cover assets are unsecured, the geographical distribution of the domiciles or registered offices of the debtors, the amount outstanding on the relevant receivables and the valuation method;



- (d) additional information pertaining to to market risk, including interest rate risk and currency risk, and credit and liquidity risks;
- (e) the maturity structure of cover assets and covered bonds, including an overview of the maturity extension triggers and the final maturity dates of the covered bonds, if applicable;
- (f) the level of required cover assets, including the level of the excess cover required by the Belgian Covered Bonds Regulations or the issue conditions, as well as the level of the voluntary excess cover; and
- (g) the percentage of receivables for which a default is considered to have occurred pursuant to Article 178 CRR, as well as the percentage of receivables that are 30 days (or more) past due but for which no default is considered to have occurred pursuant to Article 178 CRR.

## TERMS AND CONDITIONS OF THE MORTGAGE PANDBRIEVEN

*Unless otherwise specified, the following is the text of the Terms and Conditions of the Mortgage Pandbrieven, save for the paragraphs in italics that shall not form part of the Terms and Conditions of the Mortgage Pandbrieven. To the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Series of Mortgage Pandbrieven shall complete any information in this Base Prospectus.*

*The Issuer may also issue from time to time Mortgage Pandbrieven under the Issuer's Belgian Mortgage Pandbrieven Programme (the "**Programme**") which shall be subject to terms and conditions and/or final terms not contemplated by the base prospectus adopted in relation to the Programme (the "**Base Prospectus**"). In such circumstances, the relevant terms or form of terms of such Mortgage Pandbrieven will be set out in a schedule to the Programme Agreement (as defined below).*

References in these terms and conditions (the "**Terms and Conditions**") to "**Mortgage Pandbrieven**" are to the Mortgage Pandbrieven of one Series (as defined below) only, not to all Mortgage Pandbrieven that may be issued under the Programme. All capitalised terms which are not defined in these Terms and Conditions will have the meanings given to them or refer to information specified in Part A of the relevant Final Terms.

The Mortgage Pandbrieven are issued pursuant to the programme agreement dated 30 September 2022 (as amended, supplemented, replaced and/or restated from time to time, the "**Programme Agreement**") between the Issuer, Stichting Argenta Mortgage Pandbrieven Noteholders' Representative, as Noteholders' Representative in its capacity as representative of the Noteholders and of any other creditors that are holders of claims covered by the Special Estate and that have agreed to be so represented (the "**Noteholders' Representative**") and any other party named therein. The powers and rights conferred on the Noteholders' Representative are laid down in these Terms and Conditions, the rules of organisation of the Noteholders as set out in Schedule 1 to the Terms and Conditions of the Mortgage Pandbrieven (the "**Rules of Organisation of the Noteholders**") and in the contractual arrangements between the Noteholders' Representative and the Issuer (the noteholders' representative agreement, dated 30 September 2022 the "**Noteholders' Representative Agreement**"). Furthermore, the Mortgage Pandbrieven will have the benefit of a paying, calculation and listing agency agreement dated on or about 30 September 2022 (as amended, supplemented, replaced and/or restated from time to time, the "**Agency Agreement**") between, amongst others, Argenta Spaarbank SA/NV ("**Argenta Spaarbank**" or the "**Issuer**"), Belfius Bank SA/NV as paying agent (the "**Paying Agent**"), Banque Internationale à Luxembourg SA as listing agent (the "**Listing Agent**") and Belfius Bank SA/NV as calculation agent (the "**Calculation Agent**"). The expressions "Paying Agent" and "Listing Agent" shall include any successor or other paying or listing agent appointed from time to time pursuant to the terms of the Agency Agreement. The Paying Agent, the Calculation Agent and the Listing Agent are together referred to as the "**Agents**" and each of them taken individually as an "**Agent**". The Noteholders (as defined below) are deemed to have notice of and have accepted to be bound by all of the provisions of the Programme Agreement, the Noteholders' Representative Agreement and the Agency Agreement applicable to them.

As used herein, "**Tranche**" means Mortgage Pandbrieven which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Mortgage Pandbrieven together with any further Tranche or Tranches of Mortgage Pandbrieven which (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) save as to the issue date, the issue price, the first interest payment thereon and/or the date from which interest starts to accrue. In these Terms and Conditions, "**euro**", "**EUR**", and "**€**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

Copies of the Programme Agreement, the Noteholders' Representative Agreement and the Agency Agreement are available, during normal business hours on any Business Day, for inspection free of charge at the specified offices of the Paying Agent.

## 1. Type, Form, Denomination and Title

### (a) *Type of Belgian pandbrieven*

The Mortgage Pandbrieven are issued as Belgian pandbrieven (*Belgische pandbrieven/lettres de gage belges*) / European covered bonds (premium) (*Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)*), in accordance with the Belgian Covered Bonds Regulations and are covered by the same special estate (*bijzonder vermogen/patrimoine spécial*) (the “**Special Estate**”). The primary asset class of the Special Estate will consist of the Issuer’s residential mortgage loans within the meaning of the Belgian Covered Bonds Regulations (the “**Residential Mortgage Loans**”, and together with any other assets registered as cover assets (*dekkingsactiva/actifs de couverture*), the “**Cover Assets**”). The Issuer shall procure that the value of the Residential Mortgage Loans which are part of the Special Estate calculated in accordance with the Belgian Covered Bonds Regulations (and including any collections in respect thereof) represents at all times at least 105 per cent. of the aggregate outstanding principal amount of the Mortgage Pandbrieven of all Series. The NBB has admitted the Programme to the list of authorised programmes for the issuance of covered bonds under the category Belgian pandbrieven (*Belgische pandbrieven/lettres de gage belges*) / European covered bonds (premium) (*Europese gedekte obligatie (premium)/obligation garantie européenne (de qualité supérieure)*) on 19 January 2021. Upon so being notified by the Issuer, the NBB shall regularly update such list with the Mortgage Pandbrieven issued under the Programme and shall indicate that the Mortgage Pandbrieven constitute Belgian pandbrieven / European covered bonds (premium) under the Belgian Covered Bonds Regulations.

### (b) *Form and Denomination*

The Mortgage Pandbrieven are issued in dematerialised form in the Specified Denomination set out in the relevant Final Terms, provided that the minimum Specified Denomination of each Mortgage Pandbrief shall be EUR 100,000. (and integral multiples thereof).

In these Terms and Conditions, “**Prospectus Regulation**” means Regulation (EU) 2017/1129, as amended from time to time.

Mortgage Pandbrieven are issued in dematerialised form in accordance with the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*) and cannot be physically delivered. The Mortgage Pandbrieven will be represented exclusively via a book-entry system maintained in the records of the Securities Settlement System (as defined below) and will be credited to the accounts held with the Securities Settlement System by Euroclear Bank SA/NV (“**Euroclear Bank**”), Clearstream Banking Frankfurt (“**Clearstream**”), SIX SIS AG (“**SIX SIS**”), Euronext Securities Milan S.p.A. (“**Euronext Securities Milan**”), any other national or international NBB investors central securities depositories (**NBB investor (I)CSDs**)<sup>7</sup> or other Securities Settlement System participants for credit by Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (I)CSDs or other Securities Settlement System participants to the securities accounts of their subscribers and through other financial intermediaries which in turn hold the Mortgage Pandbrieven through Euroclear, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (I)CSDs or other Securities Settlement participants. The Mortgage Pandbrieven are accepted for clearance through the Securities Settlement System, and are accordingly subject to the applicable Belgian clearing regulations, including the Belgian law of 6 August 1993 on transactions in certain securities, its implementing Belgian royal decrees of

<sup>7</sup> The official list of participants as amended, supplemented and/or replaced from time to time can be consulted on the website of the NBB: <https://www.nbb.be/nl/list-nbb-investor-icsds>. The information contained on the website of the National Bank of Belgium ([www.nbb.be](http://www.nbb.be)) does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

26 May 1994 and 14 June 1994 (each as amended or re-enacted or as their application is modified by other provisions from time to time) and the rules of the Securities Settlement System and its annexes, as issued or modified by the NBB (as defined below) from time to time (the laws, decrees and rules mentioned in this Condition being referred to herein as the “**Securities Settlement System Regulations**”). The Mortgage Pandbrieven may not be converted into bearer securities (*effecten aan toonder/titres au porteur*).

In these Terms and Conditions, “**Securities Settlement System**” means the settlement system operated by the National Bank of Belgium (the “**NBB**”) or any successor thereto.

(c) *Title and Transfer*

Transfers of Mortgage Pandbrieven will be effected only through records maintained by the Securities Settlement System, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (ICSDs or other Securities Settlement System participants and in accordance with the applicable procedures of the Securities Settlement System, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (ICSDs or other Securities Settlement System participants. Except as ordered by a court of competent jurisdiction or as required by law, the Noteholder (as defined below) of any Mortgage Pandbrief shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Noteholder.

Noteholders are entitled to exercise the rights they have, including voting rights, making requests, giving consents, and other associative rights (as defined for the purposes of Article 7:41 of the Belgian Companies and Associations Code) upon submission of an affidavit drawn up by the NBB, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (ICSDs or any other participant duly licensed in Belgium to keep dematerialised securities accounts showing such Noteholder’s position in the Mortgage Pandbrieven (or the position held by the financial institution through which such Noteholder’s Mortgage Pandbrieven are held with the NBB, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (ICSDs or such other participant, in which case an affidavit drawn up by that financial institution will also be required).

In these Terms and Conditions and the relevant Final Terms, “**Noteholder**” and “**holder**” means in respect of a Mortgage Pandbrief, the person evidenced as holding the Mortgage Pandbrief by the book-entry system maintained in the records of the NBB, or any of the other relevant clearing systems or financial intermediaries as set out above.

If, at any time, the Mortgage Pandbrieven are transferred to any other clearing system which is not exclusively operated by the NBB (such clearing system an “**Alternative Clearing System**”), these Terms and Conditions shall apply mutatis mutandis in respect of such Mortgage Pandbrieven.

Prior to expiry of the applicable Resale Restriction Termination Date (as defined below), transfers by the holder of, or of a beneficial interest in, any Mortgage Pandbrieven to a transferee in the United States or who is a U.S. person will only be made pursuant to the Securities Act or subject to an exemption from, or in a transaction not subject to, the registration requirements thereof, in each case subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States and in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

## 2. Interest and Other Calculations

The Mortgage Pandbrievien may be Fixed Rate Mortgage Pandbrievien, Floating Rate Mortgage Pandbrievien or Zero Coupon Mortgage Pandbrievien.

(a) *Rate of Interest on Fixed Rate Mortgage Pandbrievien*

Each Fixed Rate Mortgage Pandbrief bears interest on its outstanding principal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 2(g).

(b) *Rate of Interest on Floating Rate Mortgage Pandbrievien*

(i) **General.** Each Floating Rate Mortgage Pandbrief bears interest on its outstanding principal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears on each Interest Payment Date. The Rate of Interest in respect of Floating Rate Mortgage Pandbrievien for each Interest Accrual Period shall be determined in accordance with the provisions below relating to either ISDA Determination or Screen Rate Determination, as specified in the relevant Final Terms. The amount of interest payable shall be determined in accordance with Condition 2(g).

(ii) **ISDA Determination.** Where “ISDA Determination” is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (ii), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) the Floating Rate Option is as specified in the relevant Final Terms;
- (B) the Designated Maturity is as specified in the relevant Final Terms; and
- (C) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms..

For the purposes of this sub-paragraph (ii), “**Floating Rate**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(iii) **Screen Rate Determination.** Where “Screen Rate Determination” is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided in Condition 2(f) and Condition 2(m) below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean 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 the Relevant Time on

the Interest Determination Date in question 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 of such offered quotations. For the purposes of the foregoing:

- (X) if the Relevant Screen Page is not available or if sub-paragraph (iii)(A) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (iii)(B) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the Relevant Time, subject as provided below, the Issuer shall request, or shall procure a third party to request the principal Eurozone office of 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 the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (Y) if paragraph (X) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Eurozone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are, in the opinion of the Issuer, suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Eurozone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be that determined as at the last preceding Interest Determination Date (or if there is no such preceding Interest Determination Date, the initial Rate of Interest applicable to such Mortgage Pandbrieven on the Interest Commencement Date) (though substituting, in any such case, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest related to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(iv) **Margin, Minimum Rate of Interest, Maximum Rate of Interest.** The determination of the Rate of Interest pursuant to this Condition 2(b) above shall be subject to the following:

- (A) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rate of Interest for the specified Interest Accrual Periods, in the case of (y), by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject to (B) and (C) below, as applicable.
- (B) If any Maximum Rate of Interest is specified in the relevant Final Terms, the Rate of Interest shall be the *lesser of* (i) the rate determined in accordance with Condition 2(b)(i), 2(b)(ii) or 2(b)(iii), as applicable, *and* (ii) such Maximum Rate of Interest.
- (C) If any Minimum Rate of Interest is specified in the relevant Final Terms, the Rate of Interest shall be the *greater of* (i) the rate determined in accordance with Condition 2(b)(i), 2(b)(ii) or 2(b)(iii), as applicable, *and* (ii) such Minimum Rate of Interest.

(c) *Zero Coupon Mortgage Pandbriev*

Where a Mortgage Pandbrief the Interest Basis (as defined in the relevant Final Terms) of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Zero Coupon Mortgage Pandbrief Redemption Amount (as further specified in Condition 3(b)). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Mortgage Pandbrief shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as set out in the relevant Final Terms).

(d) *Accrual of Interest*

Subject as provided in Condition 2(j), interest (if any) shall cease to accrue on each Mortgage Pandbrief (or, in the case of the redemption of part only of a Mortgage Pandbrief, that part only of such Mortgage Pandbrief) on the due date for redemption, unless payment of principal is improperly withheld or refused on the due date thereof or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 2 to the Relevant Date.

As used in these Terms and Conditions, the “**Relevant Date**” in respect of any payment means whichever is the later of (x) the date on which such payment first becomes due, and (y), (if any amount of the money payable is improperly withheld or refused) the date on which the full amount of such moneys outstanding is paid or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that such payment will be made.

(e) *Business Day Convention*

If any date referred to in these Terms and Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

- (i) the “**Following Business Day Convention**”, such date shall be postponed to the next day that is a Business Day; or
- (ii) the “**Modified Following Business Day Convention**”, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (A) except in the case of the Maturity Date, such date shall be brought forward to the immediately preceding Business Day, and (B) in the case of the Maturity Date, such date shall not be amended.

In relation to Fixed Rate Mortgage Pandbrieven, the Business Day Convention applicable shall always be the Following Business Day Convention.

(f) *Rounding*

For the purposes of any calculations required pursuant to these Terms and Conditions (unless otherwise specified), (i) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (ii) all figures shall be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes “**unit**” means, the lowest amount of the Specified Currency.

(g) *Calculations for Mortgage Pandbrieven*

The amount of interest payable on the Mortgage Pandbrieven of each Series for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the aggregate outstanding nominal amount of the Mortgage Pandbrieven of such Series, and the Day Count Fraction for such Interest Accrual Period. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(h) *Linear interpolation*

Where “*Linear Interpolation*” is specified as applicable in respect of an Interest Accrual Period in the relevant Final Terms, the Rate of Interest for the relevant Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where “Screen Rate Determination” is specified as applicable in the relevant Final Terms) or the relevant Floating Rate Option (where “ISDA Determination” is specified as applicable in the relevant Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period, provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

For the purposes of this Condition 2(h), “**Designated Maturity**” means, (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate; and (b) in relation to ISDA Determination, the Designated Maturity specified in the relevant Final Terms.

(i) *Determination and Publication of Rates of Interest, Interest Amounts and Redemption Amounts*



The Calculation Agent shall, as soon as practicable, on each date as the Calculation Agent may be required to calculate any rate or amount, obtain any quote or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Redemption Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount to be notified to the Paying Agent, the Issuer, the Noteholders, the Noteholders' Representative, any other Calculation Agent appointed in respect of the Mortgage Pandbrievien that is to make a further calculation upon receipt of such information and, if the Mortgage Pandbrievien are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 2(e), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Mortgage Pandbrievien become due and payable under Condition 16, the accrued interest and the Rate of Interest payable in respect of the Mortgage Pandbrievien shall nevertheless continue to be calculated as previously in accordance with this Condition 2 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(j) *Interest Rate and Payments from the Maturity Date in the event of extension of maturity of the Mortgage Pandbrievien up to the Extended Maturity Date*

- (i) If the maturity of the Mortgage Pandbrievien is extended beyond the Maturity Date in accordance with Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*), the Mortgage Pandbrievien shall bear interest from (and including) the Maturity Date to (but excluding) the earlier of (i) the relevant Interest Payment Date after the Maturity Date on which the Mortgage Pandbrievien are redeemed in full, (ii) the Extended Maturity Date, or (iii) the date on which the Mortgage Pandbrievien are redeemed in full in accordance with Condition 3(j)(iii), subject to Condition 2(d) (*Accrual of Interest*). In that event, interest shall be payable on those Mortgage Pandbrievien at the rate determined in accordance with Condition 2(j)(ii) on the outstanding principal amount of the Mortgage Pandbrievien in arrears on the relevant interest payment date (i.e., on the Extension Payment Date on which the Mortgage Pandbrievien are redeemed in full, the Extended Maturity Date or the date on which the Mortgage Pandbrievien are redeemed in full in accordance with Condition 3(j)(iii), as applicable). The final Interest Payment Date shall fall no later than the Extended Maturity Date.
- (ii) If the maturity of the Mortgage Pandbrievien is extended beyond the Maturity Date in accordance with Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*), the rate of interest payable from time to time in respect of the outstanding principal amount of the Mortgage Pandbrievien on each Interest Payment Date after the Maturity Date in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date will be as specified in the relevant Final Terms and, where applicable, determined by the Paying Agent or, where the relevant Final Terms specifies a Calculation Agent, the Calculation Agent so specified, two Business Days after the Maturity Date in respect of the first such Interest Period and thereafter as specified in the relevant Final Terms.

- (iii) In the case of Mortgage Pandbrieven which are Zero Coupon Mortgage Pandbrieven up to (and including) the Maturity Date, for the purposes of this Condition 2(j) the outstanding principal amount shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these Terms and Conditions.
- (iv) This Condition 2(j) shall only apply to Mortgage Pandbrieven if the Issuer has insufficient funds available to redeem those Mortgage Pandbrieven in full within five Business Days after the Maturity Date, if the cover pool administrator decides to extend the Maturity Date of a Series of Mortgage Pandbrieven in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved, or if on such Maturity Date, there is another Series of Mortgage Pandbrieven outstanding which was previously extended and which the Issuer fails to fully redeem on or prior to the Maturity Date, and the maturity of those Mortgage Pandbrieven is extended up to the Extended Maturity Date in accordance with Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*).

(k) *Definitions*

In these Terms and Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Belgian Banking Law**” means the Law of 25 April 2014 on the status and supervision of credit institutions and stockbroking firms (*Wet van 25 april 2014 op het statuut van en het toezicht op de kredietinstellingen en beursvennootschappen/Loi du 25 avril 2014 relative au statut et au contrôle des établissements de crédit et des sociétés de bourse*), as amended from time to time.

“**Belgian Covered Bonds Regulations**” means the Belgian Banking Law and its executing royal decrees and regulations, as amended from time to time.

“**Business Day**” means (a day (other than a Saturday or Sunday) (A) on which commercial banks and foreign exchange markets settle payments in Belgium, (B) on which the Securities Settlement System is operating and (C) (if a payment in euro is to be made on that day) which is a day on which the TARGET 2 System is operating (a “**TARGET Business Day**”), and such other day as may be agreed between the Issuer and the relevant Dealer(s) or the Lead Manager on behalf of the relevant Dealers (as the case may be) and specified as an Interest Business Day Jurisdiction in the relevant Final Terms.

“**Calculation Amount**” means the amount by reference to which a Redemption Amount is calculated and is as specified in the relevant Final Terms.

“**Cover Pool Administrator**” means a cover pool administrator (*portefeuillebeheerder/gestionnaire de portefeuille*) appointed to manage the Special Estate in any of the circumstances as described in Article 8 of Annex III to the Belgian Banking Law.

“**Cover Pool Monitor**” means a cover pool monitor (*portefeulesurveillant/surveillant de portefeuille*) appointed in accordance with Article 16, §1 of Annex III to the Belgian Banking Law.

“**CSD**” means a central securities depository as defined in Article 2, 1st paragraph, (1) of Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Mortgage Pandbrief for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual-ISDA**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation 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<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub>, is greater than 29, in which case D<sub>2</sub> will be 30;

- (v) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation 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<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified in the relevant Final Terms the number of days in the Calculation 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<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D1 will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D2 will be 30;

- (vii) if “**Actual/Actual-ICMA**” is specified in the relevant Final Terms,
- (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (B) if the Calculation Period is longer than one Determination Period, the sum of:

- (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

**“Determination Period”** means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

**“Determination Date”** means the date specified in the relevant Final Terms or, if none is so specified, the relevant Interest Payment Date or the Interest Commencement Date (as applicable).

**“Designated Maturity”** means the time period specified as such in the relevant Final Terms.

**“EURIBOR”** means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Eurozone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor).

**“Eurozone”** means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

**“Fixed Rate Mortgage Pandbrievien”** means Mortgage Pandbrievien in respect of which the “Fixed Rate Mortgage Pandbrief Provisions” in Part A of the Final Terms are specified as being applicable in the relevant Final Terms.

**“Floating Rate Mortgage Pandbrievien”** means Mortgage Pandbrievien in respect of which the “Floating Rate Mortgage Pandbrief Provisions” of Part A of the Final Terms are specified as being applicable in the relevant Final Terms, and which are specified as being Floating Rate Mortgage Pandbrievien in the relevant Final Terms.

**“Interest Accrual Period”** means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

**“Interest Amount”** means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable on the aggregate outstanding nominal amount of the Mortgage Pandbrievien of a Series for that Interest Accrual Period and which, in the case of Fixed Rate Mortgage Pandbrievien, shall mean the amount calculated in accordance with Condition 2(g); and

- (ii) in respect of any other period, the amount of interest payable on the aggregate outstanding nominal amount of the Mortgage Pandbrieven of a Series for that period, as calculated in accordance with Condition 2(g).

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified as such in the relevant Final Terms.

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period.

“**Interest Payment Date**” means each date specified as an Interest Payment Date(s) or Specified Interest Payment Date(s) in the relevant Final Terms or, if no Specified Interest Payment Date(s) is/are set out in the relevant Final Terms, each date which falls the number of months or other period set out in these Terms and Conditions or the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

“**ISDA Definitions**” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as may be amended and updated as at the Issue Date of the first Tranche of the Mortgage Pandbrieven.

“**Issue Date**” means the date of issuance of the relevant Mortgage Pandbrieven.

“**Issuer**” means Argenta Spaarbank NV and shall, with respect to the management of the Special Estate following the appointment of a Cover Pool Administrator and where the context so requires, be deemed to be a reference to the Cover Pool Administrator.

“**Margin**” means the percentage rate specified as such in the relevant Final Terms, **provided that** (A) the Margin may be specified either (x) generally, or (y) in relation to one or more Interest Accrual Periods and (B) the Margin may be zero.

“**Maturity Date**” means the maturity date specified as such in the relevant Final Terms.

“**Maximum Rate of Interest**” means a percentage value specified as such in the relevant Final Terms.

“**Minimum Rate of Interest**” means a percentage value specified as such in the relevant Final Terms which shall never be less than zero and, if not otherwise specified, shall be deemed to be zero.

“**NBB**” means National Bank of Belgium (*Nationale Bank van België/Banque Nationale de Belgique*) and any other supervisory authority to which relevant powers may be transferred.

“**Rate of Interest**” means the rate of interest payable from time to time in respect of any Mortgage Pandbrief specified, calculated or determined in accordance with the applicable provisions of this Condition 2 and/or the relevant 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 Mortgage Pandbrieven under the Programme from time to time, which may include Fitch, Moody’s, S&P or any such other rating agency as shall be specified in the Final Terms.

“**Redemption Amount**” means (i) Zero Coupon Mortgage Pandbrief Redemption Amount, (ii) Final Redemption Amount, (iii) Redemption Amount (Call), (iv) Redemption Amount (Put); (v) Tax Event Redemption Amount, (vi) Change of Law Redemption Amount or (viii) Payment Default Redemption Amount, as applicable.

“**Reference Banks**” means the principal Eurozone office of four major banks in the Eurozone inter-bank market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms.

“**Reference Rate**” means the rate specified as such in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms.

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms (or any successor or replacement page, section, caption, column or other part of that service which displays the information).

“**Relevant Time**” means the time as of which any rate is to be determined as specified in the relevant Final Terms or, if none is specified, at which it is customary to determine such rate, and for these purposes, the Relevant Time in the case of EURIBOR shall be 11:00 a.m. Brussels time.

“**Resale Restriction Termination Date**” means the day falling 40 days after the completion of the distribution of all Mortgage Pandbrieven of the Tranche of which such Mortgage Pandbrieven are a part.

“**Reuters Screen**” means, when used in connection with a designated page and any designated information, the display page so designated on the Reuters Monitor Money Rates Service (or such other page as may replace that page on that service for the purpose of displaying such information).

“**Specified Currency**” means the Euro.

“**Target 2-Securities**” means the Eurosystem’s single technical settlement solution enabling CSDs and national central banks to provide borderless and neutral securities matching and settlement services in central bank money in Europe.

“**TARGET 2 System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

“**Zero Coupon Mortgage Pandbrieven**” means Mortgage Pandbrieven which do not bear any interest, and in respect of which the “Zero Coupon Mortgage Pandbrief” provisions in Part A of the Final Terms are specified as being applicable in the relevant Final Terms.

(l) *Calculation Agent*

For so long as any Floating Rate Mortgage Pandbrief is outstanding (as defined in the Agency Agreement), the Issuer shall procure that there shall at all times be one or more Calculation Agents appointed to act as calculation agent for such Mortgage Pandbrieven. Where more than one Calculation Agent is appointed in respect of the Mortgage Pandbrieven, references in these Terms and Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Terms and Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount or the Redemption Amount or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through any office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(m) *Benchmark replacement*

(i) Independent Adviser

If “Benchmark Replacement” is specified as being applicable in the relevant Final Terms, notwithstanding the other provisions of this Condition 2, if the Issuer determines that a Benchmark Event has occurred in relation to the Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to advise the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 2(m)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 2(m)(iii)) and any Benchmark Amendments (in accordance with Condition 2(m)(iv)).

In making such determination, the Issuer shall act in good faith and in a commercially reasonable manner. In the absence of bad faith or fraud, the Issuer shall have no liability whatsoever to the Paying Agent, the Noteholders’ Representative or the Noteholders for any determination made by it pursuant to this Condition 2(m)(i). An Independent Adviser appointed pursuant to this Condition 2(m) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agent, the Noteholder’s Representative or the Noteholders for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 2(m).

If (i) the Issuer is unable to appoint an Independent Adviser after having used its reasonable endeavours to do so; or (ii) the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 2(m)(i) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Mortgage Pandbrieven in respect of the immediately preceding Interest Accrual Period. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For



the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 2(m)(i).

(ii) Successor Rate or Alternative Rate

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 2(m)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Mortgage Pandbrieven (subject to the operation of this Condition 2(m)); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 2(m)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Mortgage Pandbrieven (subject to the operation of this Condition 2(m)).

(iii) Adjustment Spread

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be), and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 2(m) and the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that amendments to these Conditions are necessary to follow market practice or to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the “**Benchmark Amendments**”), and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 2(m)(v), without any requirement for the consent or approval of Noteholders or the Noteholders’ Representative, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 2(m)(iv), the Issuer shall comply with the rules of any stock exchange on which the Mortgage Pandbrieven are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 2(m) will be notified promptly by the Issuer to the Calculation Agent, the Paying Agent, the Noteholders’

Representative and, in accordance with Condition 8, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Calculation Agent, the Paying Agent, the Noteholders' Representative and the Noteholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 2(m) (i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 2(b)(iii) will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 2(m)(v).

(vii) Definitions:

As used in this Condition 2(m):

**“Adjustment Spread”** means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate)
- (B) the Issuer, following consultation with the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Issuer determines that no such spread is customarily applied)
- (C) the Issuer determines, following consultation with the Independent Adviser and acting in good faith, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Issuer determines that no such industry standard is recognised or acknowledged)
- (D) the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate.

**“Alternative Rate”** means an alternative benchmark or screen rate which the Issuer determines in accordance with Condition 2(m)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the Specified Currency and of a comparable duration to the relevant Interest Period,

or, if the Issuer determines that there is no such rate, such other rate as the Issuer determines in its discretion is most comparable to the Original Reference Rate.

“**Benchmark Amendments**” has the meaning given to it in Condition 2(m)(iv).

“**Benchmark Event**” means:

- (A) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (B) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of its relevant underlying market; or
- (D) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (E) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences; or
- (F) it has become unlawful for any Paying Agent, Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under Regulation (EU) No 2016/1011, if applicable);

provided that in the case of (B), (D) and (E), the Benchmark Event shall occur on the date of the cessation of the publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of the use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 2(m)(i).

“**Original Reference Rate**” means the originally specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Mortgage Pandbrieven.

“**Relevant Nominating Body**” means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which

is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (B) any working group or committee established, approved or sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

“**Successor Rate**” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

### 3. Redemption, Purchase and Options

#### (a) *Final Redemption*

- (i) Unless previously redeemed in whole or in part; purchased and cancelled as provided below or its maturity date is extended in accordance with these Terms and Conditions, each Mortgage Pandbrief shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount.
- (ii) In these Terms and Conditions:

“**Final Redemption Amount**” means, (A) if “**Specified Redemption Amount**” is specified as being applicable in the relevant Final Terms, an amount per Calculation Amount equal to the product of the Specified Fixed Percentage Rate and the Calculation Amount, **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., or (B) if “**Par Redemption**” is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount.

“**Specified Fixed Percentage Rate**” means the percentage specified as such in the relevant Final Terms, **provided that** if no such rate is specified, the Specified Fixed Percentage Rate shall be 100 per cent.

#### (b) *Early Redemption of Zero Coupon Mortgage Pandbriev*

- (i) Unless otherwise specified in the relevant Final Terms, the Zero Coupon Mortgage Pandbrief Redemption Amount payable in respect of any Zero Coupon Mortgage Pandbrief prior to the Maturity Date shall be the Amortised Face Amount (calculated as provided below) of such Mortgage Pandbrief.
- (ii) Subject to the provisions of sub-paragraph (iii) below, the “**Amortised Face Amount**” of any such Mortgage Pandbrief shall be the scheduled Final Redemption Amount of such Mortgage Pandbrief on the Maturity Date discounted back to the due date for payment at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as set out in the relevant Final Terms) applied on a compounded or non-compounded basis as specified in the Final Terms (which, if none is specified in the Final Terms, shall be such rate (compounded annually) as would produce an Amortised Face Amount equal to the issue price of the Mortgage Pandbriev if they were discounted back to their issue price on the Issue Date) (the “**Amortised Face Amount**”).

- (iii) If the Zero Coupon Mortgage Pandbrief Redemption Amount payable in respect of any such Zero Coupon Mortgage Pandbrief upon its redemption pursuant to Condition 3(c) or 3(e) or upon it becoming due and payable as provided in Condition 16 is not paid when due, the Zero Coupon Mortgage Pandbrief Redemption Amount due and payable in respect of such Mortgage Pandbrief shall be the Amortised Face Amount of such Mortgage Pandbrief as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the reference therein to the due date for payment were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Mortgage Pandbrief on the Maturity Date together with any interest that may accrue in accordance with Condition 2(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction set out in the relevant Final Terms.

(c) *Redemption at the option of the Noteholders*

If a “Noteholder Put” is specified as being applicable in the relevant Final Terms, the Issuer shall, at the option of the Noteholder and upon the Noteholder giving not less than 15 nor more than 30 calendar days’ notice (or such other notice period as specified in the relevant Final Terms) to the Issuer (which notice shall be irrevocable), upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the relevant Final Terms, all or, if so provided, some of the Mortgage Pandbrievien in the principal amount of the Specified Denomination(s) or integral multiples thereof on the Optional Redemption Date (as specified in the relevant Final Terms).

Any such redemption of Mortgage Pandbrievien shall be at their Redemption Amount (Put) together with interest accrued to (but excluding) the date fixed for redemption (as set out in the notice to the Issuer). Any such redemption must relate to the Mortgage Pandbrievien of a nominal amount at least equal to the Minimum Nominal Redemption Amount (if any) to be redeemed specified in the relevant Final Terms and no greater than the Maximum Nominal Redemption Amount (if any) to be redeemed specified in the relevant Final Terms.

All Mortgage Pandbrievien in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 3(c).

For these purposes, “**Redemption Amount (Put)**” means (i) if “**Specified Redemption Amount**” is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if “**Par Redemption**” is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount or (iii) if “**Amortised Face Amount**” is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

To exercise such option that may be set out in the relevant Final Terms, the Noteholder must deposit with a Paying Agent at its specified office a duly completed option exercise notice (the “**Exercise Notice**”) in the form obtained from the Paying Agent, as the case may be, with a copy to be sent to the Issuer at the address specified in the Final Terms within the notice period. The Noteholder shall transfer, or cause to be transferred, the Mortgage Pandbrievien to be redeemed to the account of the Paying Agent, as specified in the Exercise Notice.

(d) *Redemption at the Option of the Issuer*

If “Call Option” is specified as being applicable in the relevant Final Terms, the Issuer may on giving not less than the minimum period nor more than the maximum period of irrevocable notice to the Noteholders as shall be specified in the relevant Final Terms (which shall not be less than seven days) redeem all or, if so provided, some of the Mortgage Pandbrievien in the principal amount of the Specified Denomination(s) or integral multiples thereof on the Optional Redemption Date (as specified in the relevant Final Terms).

Any such redemption of Mortgage Pandbrievien shall be at their Redemption Amount (Call) together with interest accrued to (but excluding) the date fixed for redemption (as set out in the notice to the Noteholders). Any such redemption must relate to the Mortgage Pandbrievien of a nominal amount at least equal to the Minimum Nominal Redemption Amount (if any) to be redeemed specified in the relevant Final Terms and no greater than the Maximum Nominal Redemption Amount (if any) to be redeemed specified in the relevant Final Terms.

All Mortgage Pandbrievien in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 3(d).

In the case of a partial redemption of the Mortgage Pandbrievien, the relevant Mortgage Pandbrievien will be selected in accordance with the rules of the Securities Settlement System. In the case of a partial redemption of or a partial exercise of an Issuer’s option in respect of Mortgage Pandbrievien, the redemption may be effected by reducing the principal amount of all such Mortgage Pandbrievien in a Series in proportion to the aggregate principal amount redeemed.

So long as the Mortgage Pandbrievien are admitted to trading on a regulated market and the rules of, or applicable to, such regulated market require, the Issuer shall, each time that there has been a partial redemption of the Mortgage Pandbrievien, cause to be published (i) as long as Mortgage Pandbrievien are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules of that exchange so permit, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)), (ii) as long as such Mortgage Pandbrievien are admitted to trading on a regulated market other than the Luxembourg Stock Exchange and the rules of such stock exchange so permit, on the website of such stock exchange, or (iii) in a leading newspaper with general circulation in the city where the regulated market on which such Mortgage Pandbrievien are admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, a notice specifying the aggregate outstanding principal amount of Mortgage Pandbrievien.

For these purposes, “**Redemption Amount (Call)**” means (i) if “**Specified Redemption Amount**” is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if “**Par Redemption**” is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount or (iii) if “**Amortised Face Amount**” is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

(e) *Redemption upon occurrence of a Tax Event*

The Issuer may, at its option (subject to giving not less than 30 nor more than 60 days’ notice to the Noteholders in accordance with Condition 8 (with a copy to the Paying Agent), which notice shall be irrevocable) redeem all, but not some only, of the Mortgage Pandbrievien outstanding on any Interest Payment Date, or, if so specified in the relevant Final Terms, at any time, at the Tax Event Redemption Amount, together with interest accrued and unpaid, if any, to (but excluding) the date fixed for redemption (as set out in the notice to the Noteholders), if, at any time, a Tax Event has occurred and is continuing, provided that no such notice of

redemption shall be given earlier than 90 days prior to the earliest date on which (i) the Issuer would be obliged to pay any additional amounts in the case of a Tax Gross-up Event, or (ii) a payment in respect of the Mortgage Pandbrieven would cease to be deductible or the tax deductibility of such payment would reduce in the case of a Tax Deductibility Event, in each case, were a payment in respect of the Mortgage Pandbrieven then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall obtain an opinion of an independent legal adviser of recognised standing to the effect that a Tax Event exists save that such opinion shall not address whether the relevant obligations can be avoided by the Issuer taking reasonable measures available to it.

In these Terms and Conditions:

A “**Tax Event**” shall be deemed to have occurred if as a result of a Tax Law Change:

- (i) in making payments under the Mortgage Pandbrieven, the Issuer has or will on or before the next date on which payment is due under the Mortgage Pandbrieven become obliged to pay additional amounts as provided or referred to in Condition 5 (and such obligation cannot be avoided by the Issuer taking reasonable measures available to it) (a “**Tax Gross-up Event**”); or
- (ii) if “**Tax Deductibility Event**” is specified as applicable in the relevant Final Terms, on or before the next date on which payment is due under the Mortgage Pandbrieven any payment of interest by the Issuer in respect of the Mortgage Pandbrieven ceases (or will cease) to be tax deductible by the Issuer for the Tax Jurisdiction’s tax purposes or such deductibility is reduced (and such obligation cannot be avoided by the Issuer taking reasonable measures available to it) (a “**Tax Deductibility Event**”).

“**Tax Event Redemption Amount**” means (i) if “**Specified Redemption Amount**” is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount provided that the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if “**Par Redemption**” is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount, or (iii) if “**Amortised Face Amount**” is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

“**Tax Jurisdiction**” means Belgium or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which payments made by the Issuer of principal and interest on the Mortgage Pandbrieven become generally subject.

“**Tax Law Change**” means any change in, or amendment to, the laws or regulations of the Tax Jurisdiction, including any treaty to which the Tax Jurisdiction is a party, or any change in the application or official interpretation thereof, which change or amendment (i) (subject to (ii)) becomes effective on or after the Issue Date of the last Tranche of Mortgage Pandbrieven, or (ii) in the case of a change in law, if such change is enacted on or after the Issue Date of the last Tranche of Mortgage Pandbrieven.

*(f) Redemption for Illegality*

The Issuer may, at its option (subject to giving not less than 30 nor more than 60 days’ notice to the Noteholders in accordance with Condition 8 (with a copy to the Paying Agent), which notice shall be irrevocable) redeem all, but not some only, of the Mortgage Pandbrieven outstanding on any Interest Payment Date, or, if so specified in the relevant Final Terms, at any time, at their Change of Law Redemption Amount, if the Issuer notifies the Noteholders’

Representative immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Mortgage Pandbriev of any Series or Tranche, become unlawful for the Issuer to (i) make any payments or (ii) comply with its obligations under the Mortgage Pandbriev, or (iii) allow any Mortgage Pandbriev to remain outstanding, as a result of any change in, or amendment to, the applicable laws or regulation 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 Interest Payment Date. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Paying Agent and the Noteholders' Representative a certificate signed by a representative of the Issuer stating that it is entitled to effect such redemption and setting forth a statement of facts showing that the condition to the right of the Issuer to redeem for illegality has occurred.

In these Terms and Conditions, “**Change of Law Redemption Amount**” means (i) if “**Specified Redemption Amount**” is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount provided that the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if “**Par Redemption**” is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount, or (iii) if “**Amortised Face Amount**” is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

(g) *Repurchases and purchases*

The Issuer and any of its subsidiaries may repurchase and purchase Mortgage Pandbriev in the open market or otherwise at any price.

Unless otherwise indicated in the relevant Final Terms, Mortgage Pandbriev so purchased by the Issuer may be held in accordance with Article 10, §1 of Annex III to the Belgian Banking Law or cancelled in accordance with Condition 3(i) below.

(h) *Subscription to own Mortgage Pandbriev*

The Issuer may subscribe to its own Mortgage Pandbriev.

(i) *Cancellation*

All Mortgage Pandbriev repurchased, purchased or subscribed by or on behalf of the Issuer or any of its subsidiaries may be, and all Mortgage Pandbriev redeemed by the Issuer will be, cancelled. Any Mortgage Pandbriev so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Mortgage Pandbriev shall be discharged.

(j) *Extension of Maturity up to Extended Maturity Date*

(i) If (i) the Issuer has insufficient funds available to redeem the Mortgage Pandbriev of a Series at their Final Redemption Amount in full within five Business Days after their Maturity Date (“**Failure to Pay**”), or (ii) the Cover Pool Administrator decides to extend the Maturity Date of the relevant Series of Mortgage Pandbriev in the event liquidation proceedings are initiated against the Issuer or the Issuer is being resolved, then:

(A) save to the extent paragraph (D) below applies, the obligation of the Issuer to redeem such Series shall be automatically deferred to, and shall be due on the date falling one year after such Maturity Date which shall be specified in the relevant Final Terms (the “**Extended Maturity Date**”);



- (B) the Issuer, or as the case may be the Cover Pool Administrator on its behalf, shall give notice of the extension of the Maturity Date to the Extended Maturity Date to the Noteholders of such Series, the Noteholders' Representative, the Rating Agencies and the Paying Agent as soon as reasonably practicable, it being understood that a failure to notify shall not affect such extension of the Maturity Date;
  - (C) the Issuer shall inform the NBB of the reasons for the extension of the Maturity Date within 15 Business Days of such extension, submit an action plan to the NBB setting out the measures the Issuer intends to take to ensure that all amounts owed shall be repaid on the Extended Maturity Date. If the extension of the Maturity Date is caused by a Failure to Pay, the Issuer shall demonstrate to the NBB that it has taken all reasonable efforts to prevent the extension of the Maturity Date from occurring;
  - (D) Subject to Condition 3(j)(iii), if and to the extent that on any subsequent Interest Payment Date (as defined in the relevant Final Terms) falling prior to the Extended Maturity Date (each an "**Extension Payment Date**"), the Issuer has available funds, then the Issuer shall (a) give notice thereof to the Noteholders of such Series, the Noteholders' Representative and the Paying Agent as soon as reasonably practicable and in any event at least two Business Days prior to such Extension Payment Date and (b) apply such available funds to redeem the Mortgage Pandbrievens of such Series on such Extension Payment Date at their Final Redemption Amount; and
  - (E) save as otherwise provided for in the relevant Final Terms, interest shall (a) accrue on the unpaid portion of such Final Redemption Amount from (and including) the Maturity Date to (but excluding) the Extension Payment Date, the Extended Maturity Date or, as the case may be, the date the Mortgage Pandbrievens of such Series are fully redeemed in accordance with Condition 3(j)(iii) (b) be payable in arrears on each Extension Payment Date (in respect of the Interest Period then ended) or, if earlier, on the Extended Maturity Date or the date of any redemption pursuant to Condition 3(j)(iii) and (c) accrue at the rate provided for in the relevant Final Terms.
- (ii) An extension of one Series does not automatically trigger the extension of other Series. If the maturity date of any Series of Mortgage Pandbrievens has been extended in accordance with the relevant terms and conditions (the "**Extended Mortgage Pandbrievens**"), and the Maturity Date of another Series of Mortgage Pandbrievens (the "**Relevant Mortgage Pandbrievens**") falls prior to the extended maturity date of the Extended Mortgage Pandbrievens, the Maturity Date of such Relevant Mortgage Pandbrievens shall also be extended in accordance with Condition 3(j)(i) above if on the Maturity Date of the Relevant Mortgage Pandbrievens, the Extended Mortgage Pandbrievens have not yet been redeemed in full and all interest accrued in respect thereof has not been paid. Without prejudice to Condition 17 (*Post-Acceleration Priority of Payments*), the Issuer will only make a payment of principal pursuant to Condition 3(a) (*Final Redemption*) or pursuant to this Condition 3(j) (*Extension of Maturity up to Extended Maturity Date*) where the Extended Maturity Date of the Relevant Mortgage Pandbrievens falls after the extended maturity date of the Extended Mortgage Pandbrievens, after or simultaneously with the redemption in full of the Extended Mortgage Pandbrievens and payment of all interest accrued in respect thereof. 'Extended Mortgage Pandbrievens' as referred to in this Condition 3(j)(ii) shall include any other Series of Mortgage Pandbrievens extended on the basis of provisions similar

to this Condition 3(j)(ii) included in the relevant terms and conditions of such other Series of Mortgage Pandbrieven in accordance with Article 13/1, §2 in fine of Annex III to the Banking Law.

- (iii) Notwithstanding Condition 3(j)(i)(D), if a Series of Mortgage Pandbrieven is extended in accordance with Condition 3(j)(i) and any subsequent Extension Payment Date of such Series of Mortgage Pandbrieven falls after the maturity date of any other Series of Mortgage Pandbrieven, payment may be made on another date than an Extension Payment Date, provided that notice thereof is given to the Noteholders of such Series, the Noteholders' Representative and the Paying Agent as soon as reasonably practicable and in any event at least two Business Days prior to the relevant payment date.
- (iv) In the case the Mortgage Pandbrieven to which an Extended Maturity Date applies are Zero Coupon Mortgage Pandbrieven, the outstanding principal amount will for the purposes of this Condition 3(j) be the total amount otherwise payable by the Issuer but unpaid on the relevant Mortgage Pandbrieven on the Maturity Date.
- (v) Any extension of the maturity of Mortgage Pandbrieven under this Condition 3(j) shall be irrevocable. Where this Condition 3(j) applies, failure by the Issuer to redeem in full the relevant Mortgage Pandbrieven on the Maturity Date or on any subsequent Extension Payment Date (or the relevant later date in case of an applicable grace period) shall not constitute a Payment Default (as defined below). However, failure by the Issuer to redeem in full the relevant Mortgage Pandbrieven on the Extended Maturity Date or in accordance with Condition 3(j)(iii) shall be a failure to pay which may constitute a Payment Default.
- (vi) Any payments which may be subject to an extension in accordance with this Condition 3(j) shall not be deemed to constitute an outgoing payment flow (*uitgaande betalingsstroom/flux de paiement sortant*) for the purpose of Article 7, §1 of the Royal Decree of 11 October 2012 on the issuance of Belgian covered bonds by Belgian credit institutions.
- (vii) If the maturity date of any Mortgage Pandbrieven is extended up to the Extended Maturity Date in accordance with this Condition 3(j), for so long as any of those Mortgage Pandbrieven remains outstanding, the Issuer shall not issue any further Mortgage Pandbrieven, unless the proceeds of issuance of such further Mortgage Pandbrieven are applied by the Issuer upon issuance in redeeming in whole or in part the relevant Mortgage Pandbrieven in accordance with the terms hereof.

#### **4. Payments**

(a) *Principal and interest*

Payment of principal and interest in respect of Mortgage Pandbrieven will be made in accordance with the applicable rules and procedures of the Securities Settlement System, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (I)CSDs and any other Securities Settlement System participant holding interest in the relevant Mortgage Pandbrieven, and any payment made by the Issuer to the Securities Settlement System will constitute good discharge for the Issuer.

(b) *Payments Subject to Fiscal Laws*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer or its agents) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 5. No commission or expenses shall be charged to the Noteholders in respect of such payments.

(c) *Appointment of Agents*

The Agents initially appointed by the Issuer and their respective specified offices are listed below. The Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Agents and to appoint additional or other Agents, provided that the Issuer shall at all times maintain (i) a Paying Agent having a specified office in a major European city, (ii) one or more Calculation Agent(s) where the Terms and Conditions so require, and (iii) such other agents as may be required by the rules of any stock exchange on which the Mortgage Pandbrievien may be listed.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(d) *Non-Business Days*

If any date for payment in respect of any Mortgage Pandbrief is not a business day, the Noteholder shall not be entitled to payment until the next following business day, or as may be otherwise specified in the relevant Final Terms, nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which: (a) banks and foreign exchange markets are open for business in the relevant place of payment in such jurisdictions as shall be specified as “**Payment Business Day Jurisdictions**” in the relevant Final Terms; (b) the Securities Settlement System is open; and (c) which is a TARGET Business Day.

## 5. **Taxation**

All payments of principal and interest by or on behalf of the Issuer in respect of the Mortgage Pandbrievien shall be made without withholding or deduction for any present or future taxes, duties, assessments or other charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction, unless the withholding or deduction is required by law.

In that event, or if a clearing system or any participant in a clearing system withholds or deducts for, or on account of, any present or future taxes, duties, assessments or other charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction, the Issuer shall pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Mortgage Pandbrievien after such withholding or deduction shall be not less than the respective amounts of principal and interest, which would otherwise have been receivable in respect of the Mortgage Pandbrievien in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any payment in respect of any Mortgage Pandbrief:

- (a) *Other connection:* to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Mortgage Pandbrief by reason of his having some connection with any Tax Jurisdiction other than the mere holding of the Mortgage Pandbrief, or the receipt of principal, interest or other amount in respect of the Mortgage Pandbrief; or

- (b) *Lawful avoidance of withholding*: to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Mortgage Pandbrief is presented for payment (if applicable);
- (c) *Non-Eligible Investors*: to a Noteholder who, at the time of its acquisition of the Mortgage Pandbrieven, was not an Eligible Investor within the meaning of Article 4 of the Royal Decree of 26 May 1994 on the deduction of withholding tax or to a Noteholder who was an Eligible Investor at the time of its acquisition of the Mortgage Pandbrieven but, for reasons within the Noteholder's control, ceased to be an Eligible Investor or, at any relevant time on or after its acquisition of the Mortgage Pandbrieven, otherwise failed to meet any other condition for the exemption of Belgian withholding tax pursuant to the law of 6 August 1993 relating to transactions with certain securities; or
- (d) *Conversion into registered Mortgage Pandbrieven*: to a Noteholder who is liable to such withholding or deduction because the Mortgage Pandbrieven were converted into registered Mortgage Pandbrieven upon his/her request and could no longer be cleared through the Securities Settlement System.

Notwithstanding any other provision of these Terms and Conditions, any amounts to be paid on the Mortgage Pandbrieven by or on behalf of the Issuer in respect of the Mortgage Pandbrieven will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (“**Code**”) (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a “**FATCA withholding**”). Neither the Issuer nor any other person will be required to pay additional amounts in respect of, or otherwise to indemnify a Noteholder for, any FATCA withholding.

As used in this Condition, “**Eligible Investor**” means those entities or persons (i) which are referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (as amended from time to time) and (ii) which rightfully hold the Mortgage Pandbrieven in an exempt account (X-account) in the Securities Settlement System.

References in these Terms and Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Mortgage Pandbrieven, all Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 3 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 2 or any amendment or supplement to it, and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition 5.

## 6. Status and ranking of Mortgage Pandbrieven

The Mortgage Pandbrieven are issued in accordance with and are subject to the provisions of the Belgian Covered Bonds Regulations. They will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank at all times *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future. Pursuant to the Belgian Covered Bonds Regulations, the Noteholders, together with the holders of any other Mortgage Pandbrieven issued under the Programme and any Other Creditors as defined in Condition 17, will have (i) a direct, unconditional, unsubordinated and unsecured (*chirografair/chirographaire*) claim on the general estate of the Issuer; (ii) in the event liquidation

proceedings are initiated against the Issuer or the Issuer is being resolved, an exclusive recourse against the assets which constitute the Special Estate; and (iii) in the event liquidation proceedings are initiated against the Issuer and the Special Estate is not sufficient to cover for their claims, an unsecured, unsubordinated recourse against the general estate of the Issuer.

## 7. Specific provisions required by the Belgian Covered Bonds Regulations

### (a) *Criteria for transfer of assets from the general estate*

For the purpose of Article 3, §2, second indent of Annex III to the Belgian Banking Law, the following criteria shall be applied in circumstances where amounts must be transferred to the Special Estate but cannot be identified within the general estate of the Issuer. In such circumstances, the general estate shall transfer to the Special Estate (in consultation between the Cover Pool Administrator or the Cover Pool Monitor (as applicable) and the Issuer, the Relevant Resolution Authority or the bankruptcy administrator of the Issuer (as applicable)), instead of the relevant amounts, unencumbered assets of the general estate of the Issuer that for determining the amount will be taken into account at their market value and after applying the Haircut (as defined below) in an equal amount determined in the following order of priority:

- (i) *first*, credit quality step 1 bonds that are ECB eligible and/or level 1 assets as described in the liquidity risk framework calculation of the Liquidity Coverage Ratio (as pursuant to the Capital Requirements Regulation);
- (ii) *failing which*, credit quality step 2 bonds that are ECB eligible and/or level 2 assets as described in the liquidity risk framework calculation of the Liquidity Coverage Ratio (as pursuant to the Capital Requirements Regulation);
- (iii) *failing which*, bonds other than (i) or (ii) above that are eligible in repo transactions;
- (iv) *failing which*, bonds other than (i), (ii) or (iii) above;
- (v) *failing which*, public sector exposure other than (i), (ii), (iii) or (iv);
- (vi) *failing which*, Residential Mortgage Loans; and
- (vii) *failing any of the above*, such assets as may be selected on behalf of the Special Estate by the Cover Pool Monitor or Cover Pool Administrator (as applicable) in its sole discretion.

“**Haircut**” means:

- (i) *for unencumbered assets as defined in (i) and (ii) above, the ECB haircut in accordance with the Guideline (EU) 2015/510 of the ECB of 19 December 2014 on the implementation of the Eurosystem monetary policy (as may be amended, supplemented, replaced and/or restated from time to time);*
- (ii) *for unencumbered assets as defined in (iii) and (iv) above, 20 per cent.; and*
- (iii) *for unencumbered assets as defined in (v) to (vii) above, 25 per cent.*

“**CRD IV**” means the Capital Requirements Directive and the Capital Requirements Regulation.

“**Capital Requirements Directive**” means Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended from time to time.

“**Capital Requirements Regulation**” means Regulation (EU) No. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012, as amended from time to time.

(b) *Use of collateral provided under derivative contracts*

Collateral provided under derivative contracts in relation to the Mortgage Pandbrieven or the Cover Assets can only be used for obligations in relation to the Special Estate and in accordance with the relevant hedging arrangement.

(c) *Allocation of proceeds from enforcement of security interest*

In circumstances where a security interest (including mortgages and mortgage mandates) secures claims of both the Special Estate and the general estate of the Issuer, proceeds from the enforcement of any such security interest shall be shared *pro rata* between the Special Estate and the general estate on a *pari passu* basis to the extent that the relevant claims of the general estate relate to Residential Mortgage Loans and such loans were granted to the relevant debtor prior to the date on which the loan(s) which benefit from the same security were registered with the Special Estate. To the extent that (i) the relevant claims of the general estate do not relate to Residential Mortgage Loans or (ii) relate to Residential Mortgage Loans but were granted after the date on which the loans which benefit from the same security were registered with the Special Estate, proceeds from the enforcement of any such security interest shall be applied in priority to satisfy the obligations due in respect of the loans registered with the Special Estate (and only upon satisfaction in full of the relevant claims of the Special Estate shall any of the proceeds be applied against the claims of the general estate which are also secured by such security interest).

(d) *Cover Pool Monitor*

The Cover Pool Monitor will fulfil the tasks as set out in the Belgian Covered Bonds Regulations and which is confirmed in an agreement between the Cover Pool Monitor and the Issuer. In addition, the Cover Pool Monitor and the Issuer have agreed that no Residential Mortgage Loans can be deregistered from the Special Estate without the prior approval from the Cover Pool Monitor in case such deregistration would lead to a decrease of the ratio between the value of the Cover Assets and the outstanding principal amount of the Mortgage Pandbrieven. No approval is required for deregistration of Residential Mortgage Loans with a value of zero nor for a substitution whereby the value of the Cover Assets does not decrease due to this substitution.

## 8. Notices

All notices to Noteholders shall be validly given if (i) delivered by or on behalf of the Issuer to the NBB for communication by it to the participants of the Securities Settlement System, and (ii) in the case of Mortgage Pandbrieven held in a securities account, through a direct notification through the applicable clearing system.

For so long as Mortgage Pandbrieven are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall also be published in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe.

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or any other relevant authority) on which the Mortgage Pandbrieven are for the time being listed.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above or, in the case of direct notification, any such notice shall be deemed to have been given on the date immediately following the date of notification.

Notwithstanding the above, the Noteholders' Representative shall be at liberty to approve any other method of giving notice to Noteholders if, in its opinion, such other method is reasonable having regard to the then-prevailing market practice and rules of the competent authority, stock exchange, clearing system or, as the case may be, quotation system on which the Mortgage Pandbrieven are then admitted to trading.

## **9. Issuer Covenant**

For so long as the Mortgage Pandbrieven are outstanding, the Issuer hereby covenants in favour of the Noteholders and the Noteholders' Representative to:

- (i) comply with all obligations imposed on it under the Belgian Covered Bonds Regulations;
- (ii) ensure that the Special Estate will mainly consist of Residential Mortgage Loans;
- (iii) ensure that the Special Estate will not contain any commercial mortgage loans;
- (iv) ensure that the value of the Residential Mortgage Loans that are registered as Cover Assets in the Cover Register (and including any collections in respect thereto) (a) are calculated in accordance with the Belgian Covered Bonds Regulations and (b) will at all times represent at least 105 per cent. of the aggregate outstanding principal amount of the Mortgage Pandbrieven of all Series (it being understood that any surplus above 105 per cent. may be composed of other eligible assets under the Programme);
- (v) ensure that only Residential Mortgage Loans with a current loan to current value ratio of maximum 120 per cent. will be added to the Special Estate;
- (vi) ensure that only fully drawn Residential Mortgage Loans will be added to the Special Estate;
- (vii) ensure that the Special Estate will at all times include liquid Cover Assets meeting the criteria set out in the Belgian Covered Bonds Regulations and which (a) are eligible as collateral for Eurosystem monetary policy purposes and intra-day credit operations by the Eurosystem (b) have a credit quality step 1 as defined in the Capital Requirements Regulation, (c) are subject to a daily mark-to-market and have a market value which, after applying the ECB haircut in accordance with the Guideline of the ECB of 19 December 2014 on the implementation of the Eurosystem monetary policy (as may be amended, supplemented, replaced and/or restated from time to time), is higher than the amount of interest due and payable on the outstanding Mortgage Pandbrieven within a period of six months, (d) have a remaining maturity of more than one year, and (e) are not debt issued by the Issuer, the Parent or any other entity of the Argenta Group; and

- (viii) provide regular investor reports with regard to, amongst others, the composition of the Special Estate which will be made available on the website of the Issuer at [www.argenta.eu](http://www.argenta.eu) on a monthly basis.

#### **10. Noteholders' Waiver**

The Noteholders waive, to the fullest extent permitted by law (i) all their rights whatsoever pursuant to Article 1184 of the Belgian Civil Code to rescind (*ontbinden/résoudre*), or demand in legal proceedings the rescission (*ontbinding/résolution*) of, the Mortgage Pandbrieven and (ii) all their rights whatsoever in respect of Mortgage Pandbrieven pursuant to Article 7:64 of the Belgian Code of Companies and Associations (right to rescind (*ontbinden/résoudre*)).

#### **11. Prescription**

Claims for principal and interest shall be prescribed and become void ten or five years, respectively, after the Relevant Date thereof, unless application to a court of law for such payment has been initiated on or before such respective time.

#### **12. Rules of Organisation of the Noteholders**

The Rules of Organisation of the Noteholders are attached to, and form an integral part of, these Terms and Conditions. References in these Terms and Conditions to the Rules of Organisation of the Noteholders include such rules as from time to time modified in accordance with the provisions contained therein and any agreement or other document expressed to be supplemental thereto.

Articles 7:162 to 7:174 of the Belgian Code of Companies and Associations relating to the noteholders' meeting shall not apply to any issuance of the Mortgage Pandbrieven.

#### **13. Noteholders' Representative**

As long as the Mortgage Pandbrieven are outstanding, there shall at all times be a representative of the Noteholders (the "**Noteholders' Representative**") in accordance with Article 14, §2 of Annex III to the Belgian Banking Law and Article 7:63 of the Belgian Code of Companies and Associations, which has the power to exercise the rights conferred on it by these Conditions, the Rules of Organisation of the Noteholders and the law in order to protect the interests of the Noteholders. The Noteholders' Representative must give account of its performance in accordance with the Noteholders' Representative Agreement.

The Issuer has appointed Stichting Argenta Mortgage Pandbrieven Noteholders' Representative as Noteholders' Representative and the Noteholders' Representative has accepted such appointment for the period commencing on the Issue Date and, subject to early termination of its appointment, ending on the date on which all Series of the Mortgage Pandbrieven have been cancelled or redeemed in accordance with these Conditions and on which all claims of the Other Creditors (to the extent represented by the Noteholders' Representative) against the Special Estate have been settled.

By reason of holding Mortgage Pandbrieven, each Noteholder:

- (i) recognises the Noteholders' Representative as its representative and (to the fullest extent permitted by law) agrees to be bound by any agreement entered into from time to time by the Noteholders' Representative in such capacity as if such Noteholder were a signatory thereto; and
- (ii) acknowledges and accepts that the Issuer shall not be liable, except in case of fraud, in respect of any loss, liability, claim, expenses or damage suffered or incurred by any of the Noteholders



as a result of the performance by the Noteholders' Representative of its duties or the exercise of any of its rights under these Conditions (including the Rules of Organisation of the Noteholders).

The Noteholders' Representative can also be appointed to represent Other Creditors provided that those Other Creditors agree with such representation.

The Noteholders' Representative shall have regard to the overall interests of the Noteholders and of the Other Creditors that have agreed to be represented by the Noteholders' Representative. The Noteholders' Representative shall not be obliged to have regard to any interests arising from circumstances particular to individual Noteholders or such Other Creditors whatever their number.

The Noteholders' Representative shall, as regards the powers, authorities and discretions vested in it, except where expressly provided otherwise, have regard to the interests of both the Noteholders and the Other Creditors of the Issuer which it represents but if, in the opinion of the Noteholders' Representative, there is a conflict between their interests the Noteholders' Representative will have regard solely to the interest of the Noteholders.

#### **14. Meeting of Noteholders**

##### *(a) Meetings of Noteholders*

The Rules of Organisation of the Noteholders contain provisions for convening meetings of Noteholders (the "Meeting Provisions") to consider any matter affecting their interests.

Meetings of Noteholders may be convened to consider matters relating to Mortgage Pandbrieven, including the modification or waiver of any provision of the Terms and Conditions applicable to any relevant Series of Mortgage Pandbrieven. Any such modification or waiver may be made if sanctioned by an Extraordinary Resolution. For the avoidance of doubt, any such modification or waiver shall always be subject to the consent of the Issuer. An "**Extraordinary Resolution**" means a resolution passed at a meeting of Noteholders duly convened and held in accordance with these Terms and Conditions and the Meeting Provisions by a majority of at least 75 per cent. of the votes cast.

All meetings of Noteholders will be held in accordance with the Meeting Provisions. Such a meeting may be convened by the Issuer or the Noteholders' Representative (as the case may be). A meeting shall be convened by the Noteholders' Representative (i) upon the request in writing of Noteholders holding not less than one fifth of the aggregate principal amount outstanding of the relevant Series of the Mortgage Pandbrieven or (ii) in the case of a proposed liquidation of the Special Estate in accordance with Article 11, 6° or 7° of Annex III to the Belgian Banking Law. A meeting of Noteholders will be entitled (subject to the consent of the Issuer) to modify or waive any provision of the Terms and Conditions applicable to any Series of Mortgage Pandbrieven (including any proposal (i) to modify the maturity of a Series of Mortgage Pandbrieven or the dates on which interest is payable in respect of a Series of Mortgage Pandbrieven, (ii) to reduce or cancel the principal amount of, or interest on, a Series of Mortgage Pandbrieven, or (iii) to modify the provisions concerning the quorum required at any meeting of Noteholders) in accordance with the quorum and majority requirements set out in the Meeting Provisions. Resolutions duly passed in accordance with these provisions shall be binding on all Noteholders, whether or not they are present at the meeting and whether or not they vote in favour of such a resolution.

Convening notices for meetings of Noteholders shall be made in accordance with the Meeting Provisions.

For the avoidance of doubt, modifications to the Terms and Conditions to effect any Benchmark Amendments determined pursuant to Condition 2(m)(iv) may be made without any requirement for the consent or approval of the Noteholders.

(b) *Modification of Agency Agreement*

Without prejudice to Condition 2(m), the Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

(c) *Written Resolutions*

A written resolution signed by the holders of 75 per cent. in nominal amount of the Mortgage Pandbrievien outstanding shall take effect as if it were an Extraordinary Resolution. A written resolution signed by the holders of 50 per cent. in principal amount of the relevant Series of the Mortgage Pandbrievien outstanding shall take effect as if it were an Ordinary Resolution. To the extent permitted by the applicable law, a written resolution signed by the holders of 50 per cent. in principal amount of the Mortgage Pandbrievien outstanding as if they were a single Series shall take effect as if it were a Programme Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

## 15. Amendments to the Terms and Conditions

Amendments to the Terms and Conditions shall be made in accordance with the Rules of Organisation of the Noteholders, and in particular in accordance with Articles 1 and 4 of Title II thereof and Article 5 of Title III thereof.

## 16. Payment Default and Cross-Acceleration

Failure by the Issuer to pay (i) any principal amount in respect of any Mortgage Pandbrief on the Extended Maturity Date or pursuant to Condition 3(j)(iii), or (ii) any interest in respect of any Mortgage Pandbrief within five (5) Business Days from the day on which such interest becomes due and payable, shall constitute a payment default (“**Payment Default**”) if such failure remains unremedied for ten (10) Business Days after the Noteholders’ Representative has given written notice thereof to the Issuer by registered mail or per courier and with return receipt (“**Payment Notice**”). In case of failure by the Noteholders’ Representative to deliver such Payment Notice, any Noteholder may deliver such Payment Notice to the Issuer (with a copy to the Noteholders’ Representative). The date on which a Payment Default occurs shall be the date on which the Noteholders’ Representative or any Noteholder has given notice of such Payment Default plus ten (10) Business Days (the “**Payment Default Date**”).

Without prejudice to the powers granted to the Cover Pool Administrator, if a Payment Default occurs in relation to a particular Series, the Noteholders’ Representative may, and shall if so requested in writing by the Noteholders of at least 66<sup>2/3</sup> per cent. of the outstanding principal amount of the relevant Series of the Mortgage Pandbrievien then outstanding (excluding any Mortgage Pandbrievien which may be held by the Issuer), serve a notice on the Issuer (“**Acceleration Notice**”) by registered mail or per courier and with return receipt that a Payment Default has occurred in relation to such Series, provided in each case it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

The Acceleration Notice will specify the date on which the Mortgage Pandbrievien become immediately due and payable (the “**Acceleration Date**”), which will be at least two Business Days after the Payment Default Date. A copy of the Acceleration Notice shall be sent to the Securities Settlement System, the Noteholders, the Rating Agencies and the Cover Pool Monitor.

From and including the Acceleration Date:

- (i) the Mortgage Pandbrieven shall become immediately due and payable at their Payment Default Redemption Amount;
- (ii) if a Payment Default is triggered with respect to a Series, each Series of Mortgage Pandbrieven will cross accelerate at the Acceleration Date against the Issuer, becoming due and payable, and they will rank *pari passu* among themselves;
- (iii) the Noteholders' Representative on behalf of the Noteholders, shall have a claim against the Issuer for an amount equal to the Payment Default Redemption Amount and any other amount due under the Mortgage Pandbrieven; and
- (iv) the Noteholders' Representative on behalf of the Noteholders shall be entitled to take any steps and proceedings against the Issuer to enforce the provisions of the Mortgage Pandbrieven. The Noteholders' Representative may, at its discretion and without further notice, take such steps and/or institute such proceedings against the Issuer as it may think fit to enforce such payments, but it shall, subject to be indemnified and/or prefunded to its satisfaction, not be bound to take any such proceedings or steps, unless requested or authorised by an Extraordinary Resolution.

In these Terms and Conditions, “**Payment Default Redemption Amount**” means (i) if “**Specified Redemption Amount**” is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount provided that the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if “**Par Redemption**” is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount, or (iii) if “**Amortised Face Amount**” is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

Accordingly and for the avoidance of doubt, if an acceleration date occurs under any of the outstanding Series of Mortgage Pandbrieven (as such term is defined under the Series under which such acceleration date occurs), the Mortgage Pandbrieven shall cross accelerate on such acceleration date in accordance with item (ii) above (as set out in the conditions applicable to such Series) and shall become immediately due and payable.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 16 by the Noteholders' Representative shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Noteholders and (in such absence as aforesaid) no liability to the Noteholders or the Issuer shall attach to the Noteholders' Representative in connection with the exercise or non-exercise by it of its powers, duties and discretions hereunder.

## **17. Post-Acceleration Priority of Payments**

All monies (other than amounts standing to the credit of a swap collateral account which will be applied in accordance with the provisions of the relevant derivative contract) received or recovered by the Special Estate (whether in the administration, the liquidation of the Special Estate or otherwise) following (i) the service of an Acceleration Notice or (ii) a liquidation of the Special Estate in accordance with Article 11, 6° or 7° of Annex III to the Belgian Banking Law, will be applied in the following order of priority (the “**Post-Acceleration Priority of Payments**”), in each case only if and to the extent that payments or provisions of a higher priority have been made:

- (i) *first*, in or towards satisfaction of all amounts due and payable, including any costs, charges, liabilities and expenses, to the Cover Pool Administrator (including any of its representatives and delegates);

- (ii) *second*, in or towards satisfaction of all amounts due and payable, including any costs, charges, liabilities and expenses, to the Noteholders' Representative;
- (iii) *third*, on a *pari passu* and *pro rata* basis, in or towards satisfaction of any Expenses which are due and payable to the Operating Creditors;
- (iv) *fourth*, on a *pari passu* and *pro rata* basis, in or towards satisfaction of (i) any Pari Passu Swap Amounts and (ii) any payments of amounts due and payable to Noteholders *pro rata* and *pari passu* on each Series in accordance with these Terms and Conditions;
- (v) *fifth*, on a *pari passu* and *pro rata basis*, in or towards satisfaction of any Junior Swap Amounts;
- (vi) *sixth*, thereafter any remaining monies will be paid to the general estate of the Issuer.

For the purposes of this Condition 17, capitalised terms shall have the following meaning:

**“Expenses”** means any costs, charges, liabilities, expenses or other amounts payable by the Issuer or by the Special Estate, as applicable, to any Operating Creditor plus any value added tax or any other tax or duty payable thereon.

**“Derivative Contract Counterparty”** means a counterparty under a derivative contract entered into by the Issuer in relation to the Special Estate.

**“Junior Swap Amount”** means any swap termination amount whereby the Derivative Contract Counterparty is the defaulting party or any such other amount, including any costs, charges, liabilities and expenses, due and payable to a Derivative Contract Counterparty (in accordance with the relevant derivative contract) and which under the relevant derivative contract are expressed to rank junior to interest and principal due to Noteholders and any other party ranking senior in accordance with the Post-Acceleration Priority of Payments.

**“Operating Creditor”** means any of (1) the Paying Agent, (2) the Cover Pool Monitor, (3) the Servicer, (4) any account bank holding assets on behalf of the Special Estate, (5) any stock exchange on which the Mortgage Pandbrieven are listed, (6) the Issuer's statutory auditor(s), legal counsel and tax advisers for services provided for the benefit of the Special Estate, (7) the Rating Agencies in relation to any Mortgage Pandbrieven issued under the Programme, (8) any independent accountant or independent calculation agent for services provided for the benefit of the Special Estate, (9) any custodian in relation to the Programme, (10) any agent or party appointed in accordance with the Programme Documents or any other creditor of amounts due in connection with the management and administration of the Special Estate, (11) any Independent Adviser and (12) any other creditor which may have a claim against the Special Estate as a result of any services provided or contracts entered into in relation to the Mortgage Pandbrieven or the Programme, as may from time to time be specified in the Terms and Conditions of any Mortgage Pandbrieven issued under the Programme.

**“Other Creditor”** means the Noteholders' Representative, any Operating Creditor, any Derivative Contract Counterparty and the Cover Pool Administrator.

**“Pari Passu Swap Amount”** means each amount, including any costs, charges, liabilities and expenses, due and payable to a Derivative Contract Counterparty and which under the relevant derivative contract are expressed to rank *pari passu* with interest or principal (as applicable) due to Noteholders.

**“Servicer”** means, in relation to the Residential Mortgage Loans, Argenta Spaarbank NV, or such other servicer as may be appointed from time to time.

## 18. Action by Noteholders' Representative

Only the Noteholders' Representative may enforce the rights of the Noteholders under the Mortgage Pandbrieven and/or the Programme Documents against the Issuer (or Special Estate, as applicable). Unless explicitly provided otherwise in the Conditions, no person shall be entitled to proceed directly against the Issuer to enforce the performance of any provision of the Mortgage Pandbrieven and/or the Programme Documents.

However, if the Noteholders' Representative does not react or does not take any action within ten (10) calendar days of being so directed by the Noteholders in accordance with the Conditions and the Rules of Organisation of the Noteholders, then the Noteholders shall have individual rights to enforce the performance of any provision of the Mortgage Pandbrieven and/or the Programme Documents. Such rights remain however subject to the required quorums, where applicable.

## 19. Further Issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further Mortgage Pandbrieven having the same terms and conditions as the Mortgage Pandbrieven in all respects (or in all respects except for the date for and amount of the first payment of interest) so that, for the avoidance of doubt, references in these Terms and Conditions to "**Issue Date**" shall be (unless otherwise specified) to the first issue date of the Mortgage Pandbrieven, and so that the same shall be consolidated and form a single series with such Mortgage Pandbrieven, and references in these Terms and Conditions to "**Mortgage Pandbrieven**" shall be construed accordingly.

## 20. Governing Law and Jurisdiction

### (a) *Governing Law*

The Mortgage Pandbrieven, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, Belgian law.

### (b) *Jurisdiction*

The courts of Brussels, Belgium are to have jurisdiction to settle any disputes that may arise out of or in connection with any Mortgage Pandbrieven including any legal action or proceedings relating to any non-contractual obligations arising therefrom and accordingly any legal action or proceedings arising out of or in connection with any Mortgage Pandbrieven including any disputes relating to any non-contractual obligations arising therefrom ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of Brussels, Belgium and waives any objection to Proceedings in such courts on the ground of venue. These submissions are made for the benefit of each of the Noteholders and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

**SCHEDULE 1**  
**RULES OF ORGANISATION OF THE NOTEHOLDERS**

**TITLE I**  
**GENERAL PROVISIONS**

**Interpretation**

1. In these Rules (as defined below):
  - 1.1 references to a “**meeting**” are to a meeting of Noteholders of a single Series of Mortgage Pandbrieven (except in case of a meeting to pass a Programme Resolution, in which case the Mortgage Pandbrieven of all Series are taken together as a single Series) and include, unless the context otherwise requires, any adjournment;
  - 1.2 references to “**Mortgage Pandbrieven**” and “**Noteholders**” are only to the Mortgage Pandbrieven of the Series and in respect of which a meeting has been, or is to be, called and to the holders of those Mortgage Pandbrieven, respectively;
  - 1.3 “**agent**” means a holder of a Voting Certificate or a proxy for, or representative of, a Noteholder;
  - 1.4 “**Block Voting Instruction**” means a document issued by a Recognised Accountholder or the Securities Settlement System in accordance with paragraph 9;
  - 1.5 “**Common Terms**” means the terms and conditions which are common to all Mortgage Pandbrieven issued under the Programme as set out in the Programme Agreement;
  - 1.6 “**Conditions**” means the terms and conditions and the Final Terms of the Mortgage Pandbrieven of the relevant Series or Tranche issued by the Issuer;
  - 1.7 “**Electronic Consent**” has the meaning set out in paragraph 33.1;
  - 1.8 “**Extraordinary Resolution**” means a resolution passed (a) at a meeting of Noteholders duly convened and held in accordance with these Rules by a majority of at least 75 per cent. of the votes cast, (b) by a Written Resolution or (c) by an Electronic Consent;
  - 1.9 “**Issuer**” means Argenta Spaarbank NV and shall, with respect to the management of the Special Estate following the appointment of a Cover Pool Administrator and where the context so requires, be deemed to be a reference to the Cover Pool Administrator.
  - 1.10 “**Ordinary Resolution**” means a resolution with regard to any of the matters listed in paragraph 2 and passed or proposed to be passed by a majority of at least 50 per cent. of the votes cast;
  - 1.11 “**Programme Documents**” means the Base Prospectus, the Programme Agreement, the Noteholders’ Representative Agreement, the Agency Agreement, the Distribution Agreement, the Clearing Services Agreement and any other agreement or document entered into from time to time under or in connection with the Programme (as the same may be amended, supplemented, replaced and/or restated from time to time) and designated as a programme document;
  - 1.12 “**Programme Resolution**” means any resolution passed at a meeting duly convened and held in accordance with these Rules and with respect to matters listed in paragraph 4;

- 1.13 “**Recognised Accountholder**” means an entity recognised as account holder in accordance with Article 7:35 of the Belgian Code of Companies and Associations;
- 1.14 “**Resolution**” means an Ordinary Resolution, an Extraordinary Resolution or a Programme Resolution;
- 1.15 “**Rules**” or “**Rules of Organisation of the Noteholders**” means these rules governing the Organisation of the Noteholders;
- 1.16 “**Securities Settlement System**” means the securities settlement system operated by the NBB or any successor thereto;
- 1.17 “**Voting Certificate**” means a certificate issued by a Recognised Accountholder or the Securities Settlement System in accordance with paragraph 7;
- 1.18 “**Written Resolution**” means a resolution in writing signed by the holders of not less than 75 per cent. in principal amount of the Mortgage Pandbrieven outstanding; and
- 1.19 references to persons representing a proportion of the Mortgage Pandbrieven are to Noteholders, proxies or representatives of such Noteholders holding or representing in the aggregate at least that proportion in nominal amount of the Mortgage Pandbrieven for the time being outstanding.

#### **General**

2. All meetings of Noteholders will be held in accordance with the provisions set out in these Rules. The Rules of Organisation of the Noteholders in respect of each Series of Mortgage Pandbrieven issued under the Programme by Argenta Spaarbank SA/NV apply concurrently with the issuance and subscription of the Mortgage Pandbrieven and each such Series is governed by these Rules of Organisation of the Noteholders. Articles 7:162 to 7:174 of the Belgian Code of Companies and Associations shall not apply.
3. Where any of the provisions of these Rules would be illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of the other provisions of Rules.

## TITLE II MEETINGS OF THE NOTEHOLDERS

### Powers of meetings

1. A meeting shall, subject to the Term and Conditions and (except in the case of sub-paragraph 1.5) only with the consent of the Issuer and without prejudice to any powers conferred on other persons by these Rules, have power by Extraordinary Resolution:
  - 1.1 to sanction any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders or the Noteholders' Representative against the Issuer (other than in accordance with the Conditions or pursuant to applicable law);
  - 1.2 to assent to any modification of the Conditions, the Mortgage Pandbrievien or these Rules proposed by the Issuer or the Paying Agent;
  - 1.3 to authorise anyone to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;
  - 1.4 to give any authority, direction or sanction required to be given by Extraordinary Resolution;
  - 1.5 to appoint any persons (whether Noteholders or not) as a committee or committees to represent the Noteholders' interests and to confer on them any powers (or discretions which the Noteholders could themselves exercise by Extraordinary Resolution);
  - 1.6 to approve the exchange or substitution of the Mortgage Pandbrievien into shares, bonds or other obligations or securities of the Issuer, in circumstances not provided for in the Terms and Conditions or in applicable law; and
  - 1.7 to discharge or exonerate, whether retrospectively or otherwise, the Noteholders' Representative from any liability in relation to any act or omission for which the Noteholders' Representative has or may become liable pursuant or in relation to these Rules, the Terms and Conditions or any Programme Document.

provided that the special quorum provisions in paragraph 18 shall apply to any Extraordinary Resolution (a "**special quorum resolution**") for the purpose of sub-paragraph 1.6 or for the purpose of making a modification to the Terms and Conditions, the Mortgage Pandbrievien or these Rules which would have the effect of (other than in accordance with the Terms and Conditions or pursuant to applicable law):

- (i) to amend the dates of maturity or redemption of the Mortgage Pandbrievien or date for payment of interest or interest amounts (without prejudice to any extension of the Maturity Date pursuant to Condition 3(j));
- (ii) to assent to an extension of an interest period, a reduction of the applicable interest rate or a modification of the conditions applicable to the payment of interest;
- (iii) to assent to a reduction of the nominal amount of the Mortgage Pandbrievien or a modification of the conditions under which any redemption, substitution or variation may be made;
- (iv) to alter the method of calculating the amount of any payment in respect of the Mortgage Pandbrievien or the date for any such payment in circumstances not provided for in the terms and conditions of the Mortgage Pandbrievien;
- (v) to change the currency of payment of the Mortgage Pandbrievien;



- (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution;
- (vii) to waive any breach or authorise any proposed breach by the Issuer of its obligations in respect of the Mortgage Pandbrieven or to waive the occurrence of a Payment Default;
- (viii) to change the quorum required at any meeting of the Noteholders or the majority required to pass any Extraordinary Resolution or a Programme Resolution; or
- (ix) to amend this proviso.

### **Ordinary Resolution**

2. Notwithstanding any of the foregoing and without prejudice to any powers otherwise conferred on other persons by these Rules, a meeting of Noteholders shall have power by Ordinary Resolution:
  - 2.1 to assent to any decision to take any conservatory measures in the general interest of the Noteholders;
  - 2.2 to assent to the appointment of any representative to implement any Ordinary Resolution; or
  - 2.3 to assent to any other decisions which do not require an Extraordinary Resolution or a Programme Resolution to be passed.
3. No amendment to the Conditions, the Mortgage Pandbrieven or these Rules which in the opinion of the Issuer relates to any of the matters listed in paragraph 2 above shall be effective unless approved at a meeting of Noteholders complying in all respects with the requirements of Belgian law, the provisions set out in these Rules and the articles of association of the Issuer.

### **Programme Resolution**

4. A meeting shall, subject to the Conditions and without prejudice to any powers conferred on other persons by the Rules or the Belgian Covered Bonds Regulations, have power by Programme Resolution:
  - 4.1 to remove or replace (i) the Noteholders' Representative or (ii) the managing director of the Noteholders' Representative pursuant to Article 1 of Title III of the Rules of Organisation of the Noteholders;
  - 4.2 with the consent of the Issuer, to amend the Common Terms;
  - 4.3 to evaluate the Cover Pool Administrator's proposal or decision to liquidate the Special Estate and the early repayment of the Mortgage Pandbrieven in accordance with Article 11, 6° of Annex III to the Belgian Banking Law; and
  - 4.4 to proceed with the liquidation of the Special Estate and the early repayment of the Mortgage Pandbrieven in accordance with Article 11, 7° of Annex III to the Belgian Banking Law.

### **Convening a meeting**

5. The Issuer (or, following its appointment, the Cover Pool Administrator) or the Noteholders' Representative may at any time convene a meeting. A meeting shall be convened by the Issuer, or upon its appointment the Cover Pool Administrator, as applicable, or the Noteholders' Representative (i) upon the request in writing of Noteholders holding at least 20 per cent. in principal amount of the (relevant Series of) Mortgage Pandbrieven for the time being outstanding or (ii) in the case of a proposed

liquidation of the Special Estate in accordance with Article 11, 6° or 7 of Annex III to the Belgian Banking Law. Every meeting shall be held at a time and place approved by the Issuer, or upon its appointment the Cover Pool Administrator, as applicable, or the Noteholders' Representative, it being understood that meetings can be held by way of conference call or by use of a videoconference platform. The Issuer, or upon its appointment the Cover Pool Administrator, as applicable, or the Noteholders' Representative can convene a single meeting of Noteholders of more than one Series if in their opinion the subject matter of the meeting is relevant to the Noteholders of each of those Series.

6. Convening notices for meetings of Noteholders shall be given to the Noteholders in accordance with Condition 8 (*Notices*) not less than fifteen days prior to the relevant meeting, with a copy to the Issuer or the Cover Pool Administrator and the Noteholders' Representative, as the case may be. The notice shall specify the day, time and place of the meeting (or, if relevant, the applicable dial-in details when the meeting will be held by way of conference call or by use of a videoconference platform) and the nature of the resolutions to be proposed and shall explain how Noteholders may appoint proxies or representatives obtain Voting Certificates and use Block Voting Instructions and the details of the time limits applicable.

#### **Arrangements for voting**

7. No votes shall be validly cast, unless in accordance with a Voting Certificate or Block Voting Instruction. Articles 7:162 to 7:174 of the Belgian Code of Companies and Associations shall not apply.

8. A Voting Certificate shall:

- 8.1 be issued by a Recognised Accountholder or the Securities Settlement System;

- 8.2 state that on the date thereof (i) the Mortgage Pandbrieven (not being Mortgage Pandbrieven in respect of which a Block Voting Instruction has been issued which is outstanding in respect of the meeting specified in such Voting Certificate and any such adjourned meeting) of a specified principal amount outstanding were (to the satisfaction of such Recognised Accountholder or the Securities Settlement System) held to its order or under its control (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) and blocked by it, and (ii) that no such Mortgage Pandbrieven will cease to be so held and blocked until the first to occur of:

- (i) the conclusion of the meeting specified in such certificate or, if applicable, any such adjourned meeting; and

- (ii) the surrender of the Voting Certificate to the Recognised Accountholder or the Securities Settlement System who issued the same; and

- 8.3 further state that until the release of the Mortgage Pandbrieven represented thereby the bearer of such certificate is entitled to attend and vote at such meeting and any such adjourned meeting in respect of the Mortgage Pandbrieven represented by such certificate.

9. A Block Voting Instruction shall:

- 9.1 be issued by a Recognised Accountholder or the Securities Settlement System;

- 9.2 certify that the Mortgage Pandbrieven (not being Mortgage Pandbrieven in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction and any such adjourned meeting) of a specified principal amount outstanding were (to the satisfaction of such Recognised Accountholder or the Securities Settlement System) held to its order or under its control and blocked by it and that no such

Mortgage Pandbrieven will cease to be so held and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked until the first to occur of:

- (i) the conclusion of the meeting specified in such document or, if applicable, any such adjourned meeting; and
- (ii) the giving of notice by the Recognised Accountholder or the Securities Settlement System to the Issuer, stating that certain of such Mortgage Pandbrieven cease to be held with it or under its control and blocked and setting out the necessary amendment to the Block Voting Instruction;

- 9.3 certify that each holder of such Mortgage Pandbrieven has instructed such Recognised Accountholder or the Securities Settlement System that the vote(s) attributable to the Note or Mortgage Pandbrieven so held and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked should be cast in a particular way in relation to the resolution or resolutions which will be put to such meeting or any such adjourned meeting and that all such instructions cannot be revoked or amended during the period commencing three (3) Business Days prior to the time for which such meeting or any such adjourned meeting is convened and ending at the conclusion or adjournment thereof;
  - 9.4 state the principal amount of the Mortgage Pandbrieven so held and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked, distinguishing with regard to each resolution between (i) those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution, (ii) those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution and (iii) those in respect of which instructions have been so given to abstain from voting; and
  - 9.5 naming one or more persons (each hereinafter called a “**proxy**”) as being authorised and instructed to cast the votes attributable to the Mortgage Pandbrieven so listed in accordance with the instructions referred to in 9.4 above as set out in such document.
10. If a holder of Mortgage Pandbrieven wishes the votes attributable to it to be included in a Block Voting Instruction for a meeting, he must (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) block such Mortgage Pandbrieven for that purpose at least three (3) Business Days before the time fixed for the meeting to the order of the Paying Agent with a bank or other depositary nominated by the Paying Agent for the purpose. The Paying Agent or such bank or other depositary shall then issue a Block Voting Instruction in respect of the votes attributable to all Mortgage Pandbrieven so blocked.
  11. No votes shall be validly cast at a meeting unless in accordance with a Voting Certificate or Block Voting Instruction.
  12. The proxy appointed for purposes of the Block Voting Instruction or Voting Certificate does not need to be a Noteholder.
  13. Votes can only be validly cast in accordance with Voting Certificates and Block Voting Instructions in respect of Mortgage Pandbrieven held to the order or under the control and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked by a Recognised Accountholder or the Securities Settlement System and which have been deposited at the registered office at the Issuer not less than three (3) and not more than six (6) Business Days before the time for which the meeting to which the relevant voting instructions and Block Voting Instructions relate, has been convened or called. The Voting Certificate and Block Voting Instructions shall be valid for as long as the relevant Mortgage Pandbrieven continue to be so held and blocked. During the validity thereof, the

holder of any such Voting Certificate or (as the case may be) the proxies named in any such Block Voting Instruction shall, for all purposes in connection with the relevant meeting, be deemed to be the holder of the Mortgage Pandbrieven to which such Voting Certificate or Block Voting Instruction relates.

14. In default of a deposit, the Block Voting Instruction or the Voting Certificate shall not be treated as valid, unless the chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business.

#### **Chairman**

15. The chairman of a meeting shall be such person as the Issuer, or upon its appointment the Cover Pool Administrator, as applicable, or the Noteholders' Representative may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Noteholders or agents present shall choose one of their number to be chairman, failing which the Issuer, or upon its appointment the Cover Pool Administrator, as applicable, or the Noteholders' Representative may appoint a chairman. The chairman need not be a Noteholder or agent. The chairman of an adjourned meeting need not be the same person as the chairman of the original meeting.

#### **Attendance**

16. The following persons shall be entitled to attend and speak at a meeting:
  - 16.1 Noteholders and their agents;
  - 16.2 the Dealers and their advisers.
  - 16.3 the chairman and the secretary of the meeting; and
  - 16.4 the Issuer, the Noteholders' Representative and the Paying Agent (through their respective representatives) and their respective financial and legal advisers.

#### **Quorum and Adjournment**

17. No business (except choosing a chairman) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Noteholders, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.
18. One or more Noteholders or agents present in person shall be a quorum:
  - 18.1 in the cases marked "**No minimum proportion**" in the table below, whatever the proportion of the Mortgage Pandbrieven which they represent; and
  - 18.2 in any other case, only if they represent the proportion of the Mortgage Pandbrieven shown by the table below.

**Purpose of meeting**

**Any meeting except for a meeting previously adjourned through want of a quorum**

**Meeting previously adjourned through want of a quorum**

	Required proportion	Required proportion
To pass a special quorum resolution	75 per cent.	25 per cent.
To pass any Extraordinary Resolution	A clear majority	No minimum proportion
To pass a Programme Resolution concerning matters referred to in paragraph 4.4	Two thirds	Two thirds
To pass any other Programme Resolution	A clearly majority	No minimum proportion
To pass an Ordinary Resolution	A clear majority	No minimum proportion

19. The chairman may with the consent of (and shall if directed by) a meeting adjourn the meeting from time to time and from place to place. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 17.
20. At least ten days' notice of a meeting adjourned due to the quorum not being present shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. Except in case of a meeting to consider an Extraordinary Resolution or a Programme Resolution, it shall not be necessary to give any other notice of an adjourned general meeting.

### **Voting**

21. Each question submitted to a meeting shall be decided by a show of hands, unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Issuer or one or more persons representing 2 per cent. of the Mortgage Pandbrieven.
22. Unless a poll is demanded, a declaration by the chairman that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.
23. If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.
24. A poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.
25. On a show of hands or a poll every person has one vote in respect of each Mortgage Pandbrief so produced or represented by the voting certificate so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.
26. In case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

27. An Extraordinary Resolution shall be validly passed by a voting majority of at least 66<sup>2/3</sup> per cent. of the aggregate principal amount outstanding of the Series of Mortgage Pandbrieven for which votes have been cast. An Ordinary Resolution shall be validly passed by a simple majority of at least 50 per cent. of the aggregate principal amount outstanding of the Series of Mortgage Pandbrieven for which votes have been cast plus one vote. A Programme Resolution shall be validly passed by a simple majority of at least 50 per cent. of the aggregate principal amount outstanding of the Mortgage Pandbrieven for which votes have been cast plus one vote, with the Mortgage Pandbrieven of all Series taken together as a single Series.
28. In case Mortgage Pandbrieven are held by the Issuer, the Issuer shall not have any voting rights with respect to such Mortgage Pandbrieven.

#### **Effect and Publication of an Extraordinary Resolution**

29. A Resolution shall be binding on all the Noteholders, whether or not present at the meeting, and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Ordinary Resolution or an Extraordinary Resolution to Noteholders with a copy to the Issuer, the Cover Pool Administrator (as the case may be) and the Noteholders' Representative within fourteen days but failure to do so shall not invalidate the resolution.
30. Notice of the result of a voting on a Programme Resolution shall also be given to the Rating Agencies to the extent any rated Mortgage Pandbrieven are outstanding, unless otherwise agreed upon between the Issuer and the relevant Rating Agency.

#### **Minutes**

31. Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.
32. The minutes must be published on the website of the Issuer within fifteen (15) days after they have been passed.

#### **Written Resolutions and Electronic Consent**

33. For so long as the Mortgage Pandbrieven are in dematerialised form and settled through the Securities Settlement System, then in respect of any matters proposed by the Issuer:
- 33.1 Where the terms of the resolution proposed by the Issuer have been notified to the Noteholders through the relevant clearing system(s) as provided in sub-paragraphs 33.1.1 and/or 33.1.2 below, the Issuer shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Paying Agent or another specified agent in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Mortgage Pandbrieven outstanding (the "**Required Proportion**") by close of business on the Relevant Date ("**Electronic Consent**"). Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. The Issuer shall not be liable or responsible to anyone for such reliance.
- 33.1.1 When a proposal for a resolution to be passed as an Electronic Consent has been made, at least fifteen days' notice (exclusive of the day on which the notice is given and of

the day on which affirmative consents will be counted) shall be given to the Noteholders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Noteholders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, blocking of their accounts in the relevant clearing system(s)) and the time and date (the “**Relevant Date**”) by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).

- 33.1.2 If, on the Relevant Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall be deemed to be defeated. Such determination shall be notified in writing to the Paying Agent. Alternatively, the Issuer may give a further notice to Noteholders that the resolution will be proposed again on such date and for such period as determined by the Issuer. Such notice must inform Noteholders that insufficient consents were received in relation to the original resolution and the information specified in subparagraph 33.1 above. For the purpose of such further notice, references to “**Relevant Date**” shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer which is not then the subject of a meeting that has been validly convened in accordance with paragraph 6 above, unless that meeting is or shall be cancelled or dissolved.

- 33.2 To the extent Electronic Consent is not being sought in accordance with paragraph 33.1, a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Mortgage Pandbrieven outstanding shall for all purposes be as valid and effective as a Resolution passed at a meeting of Noteholders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Noteholders through the relevant clearing system(s). Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders. For the purpose of determining whether a resolution has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer (a) by accountholders in the clearing system(s) with entitlements to the Mortgage Pandbrieven or (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or with written instruction by the person identified by that accountholder for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, the Securities Settlement System, Euroclear Bank, Clearstream or any other relevant alternative clearing system (the “**relevant clearing system**”) and in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system or the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream’s CreationOnline system) in accordance with its usual procedures and in which the accountholder or a particular principal or nominal amount of Mortgage Pandbrieven is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A Written Resolution or Electronic Consent shall take effect as a Resolution. A Written Resolution and/or Electronic Consent will be binding on all Noteholders whether or not they participated in such Written Resolution and/or Electronic Consent.

**Further Regulations**

37. Subject to all other provisions contained in these Rules and with the consent of the Issuer, the Noteholders' Representative may prescribe such further regulations regarding the holding of meetings of Noteholders and attendance and voting as the Noteholders' Representative may determine in its sole discretion.



**TITLE III**  
**NOTEHOLDERS' REPRESENTATIVE**

**1. Appointment, Removal and Remuneration**

**1.1 Appointment and removal of the Noteholder's Representative**

The Issuer has appointed the Noteholders' Representative as legal representative of the Noteholders under the Noteholders' Representative Agreement.

By reason of holding Mortgage Pandbrieven, each Noteholder:

- (i) recognises the Noteholders' Representative as its representative and (to the fullest extent permitted by law) agrees to be bound by any agreement entered into from time to time by the Representative in such capacity as if such Noteholder were a signatory thereto; and
- (ii) acknowledges and accepts that the Issuer shall not be liable, except in case of fraud, in respect of any loss, liability, claim, expenses or damage suffered or incurred by any of the Noteholders as a result of the performance by the Noteholders' Representative of its duties or the exercise of any of its rights under the Conditions (including the Rules).

In accordance with Article 14 of Annex III to the Belgian Banking Law, the Noteholders shall be entitled to remove the Noteholders' Representative by Programme Resolution provided that (i) they appoint a new Noteholders' Representative and (ii) neither the managing director of the Noteholders' Representative nor the Noteholders' Representative so removed shall be responsible for any costs or expenses arising from any such removal.

Such substitute Noteholders' Representative must meet all legal requirements to act as Noteholders' Representative and accept to be bound by the terms of the Conditions and the Programme Documents in the same way as its predecessor.

Upon such appointment being made all rights and powers granted to the company then acting as Noteholders' Representative shall terminate and shall automatically be vested in the substitute Noteholders' Representative so selected. All references to the Noteholders' Representative in the Programme Documents shall where and when appropriate be read as references to the substitute Noteholders' Representative as selected and upon vesting of rights and powers pursuant to this Article 1.1.

Such termination shall also terminate the appointment and power of attorney by the Other Creditors. The Noteholders' Representative shall not be discharged from its responsibilities under the Noteholders' Representative Agreement until a suitable substitute Noteholders' Representative is appointed.

**1.2 Eligibility Criteria**

The managing director of the Noteholders' Representative shall have the necessary professional and organisational capacity and experience to perform the tasks entrusted to the Noteholders' Representative.

### 1.3 Appointment, removal and resignation of the managing director

A resolution to appoint or to remove the managing director of the Noteholders' Representative is made by Programme Resolution of the Noteholders, except for the appointment of the first managing director of the Noteholders' Representative which will be Amsterdamsch Trustee's Kantoor B.V.

A new managing director shall accede to the existing management agreement by way of an accession letter and by doing so, agrees to be bound by the terms of such agreement.

Pursuant to the Noteholders' Representative's articles of association, its managing director ceases to hold office in the following cases:

- (a) upon voluntary resignation, provided that a successor managing director is appointed;
- (b) in the case of a legal entity, upon the ceasing to exist as legal entity, or, in the case of an individual, upon its death;
- (c) upon the managing director being declared bankrupt, applying for a suspension of payments or petitioning for application of the debt restructuring provision referred to in the Dutch bankruptcy act in respect of the managing director, provided that a successor managing director is appointed;
- (d) upon removal from office by the court in cases provided for by the laws of the Netherlands;
- (e) upon removal from office by the board of the Noteholders' Representative, provided that a successor managing director is appointed; and
- (f) upon removal from office by a Programme Resolution of the Noteholders in accordance with Article 1.1, provided that (i) they appoint a new managing director which shall meet the eligibility criteria set out under Article 1.2, (ii) the Other Creditors (to the extent represented by the Noteholders' Representative) have been notified thereof and (iii) neither the managing director so removed nor the Noteholders' Representative shall be responsible for any costs or expenses arising from any such removal.

Except in case of Article 1.3(f), any successor managing director shall be appointed by the Noteholders' Representative's board (bestuur). In case no managing director is in office, a managing director shall be appointed by the courts of Amsterdam on request by any person having an interest or by the public prosecutor.

Unless the managing director is removed or resigns in accordance with this Article, it shall remain in office until the date on which all Series of the Mortgage Pandbrieven have been cancelled or redeemed and on which all claims of the Other Creditors (to the extent represented by the Noteholders' Representative) against the Special Estate have been settled.

Any removal or resignation of the managing director shall also be binding upon the Other Creditors that have chosen to be represented by the Noteholders' Representative.

The Noteholders' Representative shall inform the Noteholders and the Other Creditors (to the extent represented by the Noteholders' Representative) of any removal or resignation of the managing director and any appointment of a successor managing directors as soon as reasonably practicable.

#### **1.4 Remuneration**

The Issuer shall pay to the Noteholders' Representative a remuneration for its services as Noteholders' Representative as agreed in the Noteholders' Representative Agreement or a separate fee letter.

### **2. Duties and Powers of the Noteholders' Representative**

#### **2.1 Legal representative**

The Noteholders' Representative is the legal representative of the Noteholders and has the power to exercise the rights conferred on it by these Rules, the Conditions, the Noteholders' Representative Agreement and the Belgian Covered Bonds Regulations in order to protect the interests of the Noteholders in accordance with Article 14, §2 of Annex III to the Belgian Banking Law. The Noteholders' Representative can also be appointed to represent the Other Creditors provided that those Other Creditors agree with such representation. Any conflict of interest between the Noteholders and such Other Creditors will be dealt with in accordance with Article 3.2(q).

#### **2.2 Acceptance of terms and conditions**

The Noteholders' Representative can at the request of the Issuer approve the (form of) terms and conditions which are different from the Conditions (as defined in the Programme Agreement) currently attached to the Programme Agreement for the issuance of Mortgage Pandbrieven not contemplated by Schedule 2 of the Programme Agreement.

#### **2.3 Meetings and Resolutions of Noteholders**

Unless the relevant Resolution provides to the contrary, the Noteholders' Representative is responsible for implementing all Resolutions of the Noteholders. The Noteholders' Representative has the right to convene and attend meetings of Noteholders to propose any course of action which it considers from time to time necessary or desirable provided that it shall convene a meeting (i) upon the request in writing of Noteholders holding not less than one fifth of the aggregate principal amount outstanding of the relevant Series of the Mortgage Pandbrieven or (ii) in the case of a proposed liquidation of the Special Estate in accordance with Article 11, 6° or 7° of Annex III to the Belgian Banking Law.

#### **2.4 Judicial proceedings**

The Noteholders' Representative is authorised to represent the Noteholders in any judicial proceedings including any bankruptcy or similar proceedings in respect of the Issuer.

#### **2.5 Consents given by the Noteholders' Representative**

Any consent or approval given by the Noteholders' Representative in accordance with these Rules may be given on such terms as the Noteholders' Representative deems appropriate and, notwithstanding anything to the contrary contained in these Rules, such consent or approval may be given retrospectively.

In accordance with the Belgian Covered Bonds Regulations, the Noteholders' Representative may give any consent or approval, exercise any power, authority or discretion or take any similar action if it is satisfied that the interests of the Noteholders will not be materially prejudiced thereby.

## 2.6 Payment Default

If the Issuer fails to pay (i) any principal amount or (ii) any interest in respect of any Mortgage Pandbrief in accordance with the Conditions, the Noteholders' Representative shall give written notice thereof to the Issuer by registered mail or per courier and with return receipt (“**Payment Notice**”). In case of failure by the Noteholders' Representative to deliver such Payment Notice, any Noteholder can deliver such Payment Notice to the Issuer (with a copy to the Noteholders' Representative). If such failure remains unremedied for ten (10) Business Days after the Noteholders' Representative or, if applicable, any Noteholder has delivered the Payment Notice, such failure to pay shall constitute a payment default (“**Payment Default**”) as from the date falling ten (10) Business Days after the delivery of the Payment Notice. The date on which a Payment Default occurs shall be the date on which the Noteholders' Representative or any Noteholder has given notice of such Payment Default plus ten (10) Business Days (the “**Payment Default Date**”).

The Noteholders' Representative shall inform the Noteholders upon its receipt of a notice in writing from the Issuer of the occurrence of such a failure to pay. However, the Noteholders' Representative shall not be bound to take any steps to ascertain whether any Payment Default has happened and, until it shall have actual knowledge or express notice to the contrary, the Noteholders' Representative shall be entitled to assume that no Payment Default has happened and that the Issuer is observing and performing all the obligations on its part contained in the Mortgage Pandbrieven and under the other Programme Documents.

Without prejudice to the powers granted to the Cover Pool Administrator, if a Payment Default occurs in relation to a particular Series, the Noteholders' Representative may, and shall if so requested in writing by the Noteholders of at least 66<sup>2/3</sup> per cent. of the outstanding principal amount of the relevant Series of the Mortgage Pandbrieven then outstanding (excluding any Mortgage Pandbrieven which may be held by the Issuer), serve a notice on the Issuer (“**Acceleration Notice**”) by registered mail or per courier and with return receipt that a Payment Default has occurred in relation to such Series, provided in each case it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

The Acceleration Notice will specify the date on which the Mortgage Pandbrieven become immediately due and payable (the “**Acceleration Date**”), which will be at least two Business Days after the Payment Default Date. A copy of the Acceleration Notice shall be sent to the Securities Settlement System, the Noteholders, the Rating Agencies and the Cover Pool Monitor.

The Noteholders' Representative may in accordance with the Conditions, the Belgian Covered Bonds Regulations and the Programme Documents instruct the relevant (Principal) Paying Agent, the other agents under the Programme or any of them to act thereafter, until otherwise instructed by the Noteholders' Representative, to effect payments on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Noteholders' Representative's liability under any provisions thereof for the indemnification, remuneration and payment of out of pocket expenses of the agents under the Programme shall be limited to amounts for the time being received or recovered by the Noteholders' Representative under any of the Programme Documents and available to the Noteholders' Representative for such purpose) and thereafter to hold all sums, documents and records held by them in respect of Mortgage Pandbrieven on behalf of the Noteholders' Representative.

## 2.7 Programme Limit

The Noteholders' Representative will not enquire as to whether or not any Mortgage Pandbrieven are issued in breach of the programme limit equal to EUR 7,500,000,000 (or the

equivalent in other currencies at the date of issuance) aggregate outstanding principal amount of Mortgage Pandbrieven at any time (the “**Programme Limit**”), subject to increase of the Programme Limit in accordance with the provisions of the Programme Agreement.

## **2.8 Application of proceeds**

The Noteholders’ Representative shall not be responsible for the receipt or application by the Issuer of the proceeds of the issuance of Mortgage Pandbrieven.

## **2.9 Delegation**

The Noteholders’ Representative may in the exercise of the powers, discretions and authorities vested in it – in the interest of the Noteholders – whether by power of attorney or otherwise, delegate to any person or persons some, but not all, of the powers, discretions or authorities vested in it as aforesaid.

Any such delegation may be made upon such conditions and subject to such regulations (including power to sub-delegate) as the Noteholders’ Representative may think fit in the interest of the Noteholders. The Noteholders’ Representative shall use all reasonable care in the appointment of any such delegate and shall be responsible for the actions of such delegate. The Noteholders’ Representative shall, as soon as reasonably practicable, give notice to the Issuer of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer of the appointment of any sub-delegate as soon as reasonably practicable.

## **2.10 Discretions**

Save as expressly otherwise provided herein or in the Programme Documents, the Noteholders’ Representative shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Noteholders’ Representative by these Rules or by operation of law.

## **2.11 Obtaining instructions**

In connection with matters in respect of which the Noteholders’ Representative is entitled to exercise its discretion hereunder (including but not limited to forming any opinion in connection with the exercise or non-exercise of any discretion) the Noteholders’ Representative has the right (but not the obligation) to convene a meeting of Noteholders in order to obtain the Noteholders’ instructions as to how it should act. Prior to undertaking any action, the Noteholders’ Representative shall be entitled to request that the Noteholders indemnify it, prefund it and/or provide it with security as specified in Article 3.2 to its satisfaction.

# **3. Exoneration of the Noteholders’ Representative**

## **3.1 Limited obligations**

The Noteholders’ Representative shall not assume any obligations or responsibilities in addition to those expressly provided herein, in the Programme Documents, in the Belgian Covered Bonds Regulations and in the relevant provisions of the Belgian Code of Companies and Associations.

## **3.2 Specific limitations**

Without limiting the generality of Article 3.1, the Noteholders’ Representative:

- (a) shall not be under any obligation to take any steps to ascertain whether a Payment Default or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Noteholders' Representative hereunder or under any other relevant document, has occurred and, until the Noteholders' Representative has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Payment Default or such other event, condition or act has occurred;
- (b) shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any other parties of their obligations contained in these Rules or the Conditions and, until it shall have actual knowledge or express notice to the contrary, the Noteholders' Representative shall be entitled to assume that the Issuer and each other relevant party are duly observing and performing all their respective obligations;
- (c) shall not be under any obligation to disclose (unless and to the extent so required under these Rules, the Conditions or by applicable law) to any Noteholders or any other party, any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Noteholders' Representative by the Issuer or any other person in respect of the Special Estate or, more generally, of the Programme and no Noteholders shall be entitled to take any action to obtain from the Noteholders' Representative any such information;
- (d) except as expressly required in these Rules, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or the Conditions;
- (e) shall not be responsible for investigating the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, nor shall be responsible for assessing any breach or alleged breach by the Issuer and any other party to the transaction, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:
  - (i) the nature, status, creditworthiness or solvency of the Issuer;
  - (ii) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection herewith;
  - (iii) the suitability, adequacy or sufficiency of any collection procedure operated by the Issuer or compliance therewith;
  - (iv) the failure by the Issuer to obtain or comply with any license, consent or other authorisation in connection with the registration or administration of the assets contained in the Special Estate; and
  - (v) any accounts, books, records or files maintained by the Issuer, the Principal Paying Agent or any other person in respect of the Special Estate or the Mortgage Pandbrieven;

- (vi) shall not be responsible for the receipt or application by the Issuer of the proceeds of the issuance of the Mortgage Pandbrieven or the distribution of any of such proceeds to the persons entitled thereto;
- (f) shall have no responsibility for procuring or maintaining any rating of the Mortgage Pandbrieven by any credit or rating agency or any other person;
- (g) shall not be responsible for investigating any matter which is the subject of any recital, statement, warranty, representation or covenant by any party other than the Noteholders' Representative contained herein or any certificate, document or agreement relating thereto or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;
- (h) shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules or the Conditions;
- (i) shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer in relation to the assets contained in the Special Estate or any part thereof, whether such defect or failure was known to the Noteholders' Representative or might have been discovered upon examination or enquiry or whether capable of being remedied or not;
- (j) shall not be under any obligation to guarantee or procure the repayment of the receivables contained in the Special Estate or any part thereof;
- (k) shall not be responsible for reviewing or investigating any report relating to the Special Estate or any part thereof provided by any person;
- (l) shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Special Estate or any part thereof;
- (m) shall not be responsible (except as expressly provided in these Rules) for making or verifying any determination or calculation in respect of the Mortgage Pandbrieven or the Special Estate;
- (n) shall not be under any obligation to insure the Special Estate or any part thereof;
- (o) shall, when in these Rules or the Conditions it is required in connection with the exercise of its powers, authorities or discretions to have regard to the interests of the Noteholders, have regard to the overall interests of the Noteholders of each Series as a class of persons and shall not be obliged to have regard to any interests arising from circumstances particular to individual Noteholders whatever their number and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders (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 taxing authority, and the Noteholders' Representative shall not be entitled to require, nor shall any Noteholders be entitled to claim, from the Issuer, the Noteholders' Representative or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders;
- (p) shall not, if in connection with the exercise of its powers, authorities or discretions, it is of the opinion that the interest of the Noteholders of any one or more Series would

be materially prejudiced thereby, exercise such power, authority or discretion without the approval of such Noteholders by Extraordinary Resolution;

- (q) shall, as regards the powers, authorities and discretions vested in it, except where expressly provided otherwise, have regard to the interests of both the Noteholders and the Other Creditors of the Issuer which it represents but if, in the opinion of the Noteholders' Representative, there is a conflict between their interests the Noteholders' Representative will have regard solely to the interest of the Noteholders;
- (r) may refrain from taking any action or exercising any right, power, authority or discretion vested in it until it has been indemnified and/or secured and/or pre-funded to its satisfaction against any and all actions, proceedings, claims and demands which might be brought or made against it and against all liabilities suffered, incurred or sustained by it as a result. Nothing shall require the Noteholders' Representative to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured; and
- (s) shall not be liable or responsible for any liabilities directly or indirectly suffered or incurred by the Issuer, any Noteholders or any other person which may result from anything done or omitted to be done by it in accordance with the provisions of these Rules or the Conditions except insofar as the same are incurred as a result of fraud, gross negligence or wilful default of the Noteholders' Representative.

### **3.3 Illegality**

No provision of these Rules shall require the Noteholders' Representative to do anything which may be illegal or contrary to applicable law or regulations or to expend moneys or otherwise take risks in the performance of any of its duties, or in the exercise of any of its powers or discretion. The Noteholders' Representative may refrain from taking any action which would or might, in its opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or liabilities which it may incur as a consequence of such action. The Noteholders' Representative may do anything which, in its opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

## **4. Reliance on Information**

### **4.1 Advice**

The Noteholders' Representative may act on the advice of a certificate, opinion or confirmation of, or any written information obtained from, any lawyer, accountant, banker, broker, tax advisor, credit or rating agency or other expert, notwithstanding that such advice, opinion, certificate, report, engagement letter or other document contain a monetary or other limit in the liability of the providers of such advice, opinion or written information, whether obtained by the Issuer, the Noteholders' Representative or otherwise, and shall not be liable for any loss occasioned by so acting. Any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, e-mail or fax transmission and the Noteholders' Representative shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic.

### **4.2 Certificates of Issuer**



The Noteholders' Representative shall be at liberty to accept as sufficient evidence:

- (a) as to any fact or matter prima facie within the Issuer's knowledge, a certificate duly signed by a director of the Issuer;
- (b) that such is the case, a certificate of a director of the Issuer to the effect that any particular dealing, transaction, step or thing is expedient;

and the Noteholders' Representative shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless any of its officers in charge of the administration of these Rules shall have actual knowledge or express notice of the untruthfulness of the matters contained in the certificate.

#### **4.3 Resolution or direction of Noteholders**

The Noteholders' Representative shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any meeting of Noteholders in respect whereof minutes have been made and signed or a direction of the requisite percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the meeting of Noteholders or the passing of the Written Resolution or the giving of such directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any meeting or the giving of the direction was not valid or binding upon the Noteholders.

#### **4.4 Ownership of the Mortgage Pandbrieven**

The Noteholders' Representative, in order to ascertain ownership of the Mortgage Pandbrieven, may fully rely on the book-entries in the records of the Securities Settlement System, its participants or any Recognised Accountholder in accordance with Article 7:35 et seq. of the Belgian Code of Companies and Associations.

#### **4.5 Clearing Systems**

The Noteholders' Representative shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system as the Noteholders' Representative considers appropriate, or any form of record made by any clearing system, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown in its records as entitled to a particular number of Mortgage Pandbrieven.

#### **4.6 Certificates of Parties to Programme Documents**

The Noteholders' Representative shall have the right to call for and to rely on written certificates issued by any party to the Programme Documents (other than the Issuer):

- (a) in respect of every matter and circumstance for which a certificate is expressly provided for under the Conditions or any Programme Document;
- (b) as any matter or fact prima facie within the knowledge of such party; or
- (c) as to such party's opinion with respect to any issuance,

and the Noteholders' Representative shall not be required to seek additional evidence in respect of the relevant fact, matter or circumstances and shall not be held responsible for any liabilities incurred as a result of having failed to do so unless any of its officers has actual knowledge or express notice of the untruthfulness of the matter contained in the certificate.

#### **4.7 Auditors**

The Noteholders' Representative shall not be responsible for reviewing or investigating any auditors' report, certificate or engagement letter and may rely on the contents of any such report or certificate, notwithstanding that such advice, opinion, certificate, report, engagement letter or other document contain a monetary or other limit in the liability of the providers of such advice, opinion or written information.

#### **4.8 Investor reports**

The Noteholders' Representative shall be at liberty to rely on as sufficient evidence of the facts stated therein, the regular investor reports provided by the Issuer with regard to, among others, the composition of the Special Estate which will be made available on the website of the Issuer at [www.argenta.eu](http://www.argenta.eu) on a monthly basis.

### **5. Amendments and Modifications**

The Noteholders' Representative may from time to time and without the consent or sanction of the Noteholders concur with the Issuer and any other relevant parties in making any modification to the Conditions or to the Common Terms:

- (a) if the Noteholders' Representative is of the opinion that such modification will not be materially prejudicial to the interests of any of the Noteholders of any Series; or
- (b) if such modification is of a formal, minor or technical nature or, in the opinion of the Noteholders' Representative is to correct a manifest error or to comply with mandatory provisions of law or to ensure compliance with any applicable legal provisions.

Any such modification shall be binding upon the Noteholders and, unless the Noteholders' Representative otherwise agrees, shall be notified by the Issuer to the Noteholders in accordance with Condition 8 (Notices) as soon as practicable thereafter.

The Noteholders' Representative shall be bound to concur with the Issuer and any other party in making any of the above-mentioned modifications if it is so directed by an Extraordinary Resolution (Conditions) or a Programme Resolution (Common Terms) and if it is indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing.

Upon the Issuer's request, the Noteholders' Representative shall, without the consent or sanction of any of the Noteholders, concur with the Issuer in making any modifications to the Conditions or to the Common Terms that the Issuer may decide in its discretion in order to comply with any criteria of the Rating Agency which may be published after the signing of the initial agreement(s) for the issuance of and subscription for the Mortgage Pandbrieven and which the Issuer certifies to the Noteholders' Representative in writing are required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to any Series of the Mortgage Pandbrieven, provided that the Noteholders' Representative shall not be obliged to agree to any modification which, in the sole opinion of the Noteholders' Representative, as applicable, would have effect of (i) exposing the Noteholders' Representative, as applicable, to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the

protections, of the Noteholders' Representative, as applicable in these Rules or the Conditions. For the avoidance of doubt, such modification may include, without limitation, modifications which would allow any derivative contract counterparty not to post collateral in circumstances where it previously would have been obliged to do so. The Rating Agencies are not responsible for any of the decisions that the Noteholders' Representative may or may not take based on any rating confirmation or other papers published by such Rating Agency.

## **6. Waiver**

### **6.1 Waiver of Breach**

The Noteholders' Representative may at any time and from time to time in its sole discretion, without prejudice to its rights in respect of any subsequent breach, condition, event or act, but only if, and in so far as, in its opinion the interests of the holders of any Mortgage Pandbrieven then outstanding shall not be materially prejudiced thereby, authorise or waive, on such terms and subject to such conditions (if any) as it may decide, any of the obligations of or rights against the Issuer or any other relevant party to the Programme.

### **6.2 Binding Nature**

Any authorisation, waiver or determination referred in Article 6.1 shall be binding on the Noteholders.

### **6.3 Restriction on powers**

The Noteholders' Representative shall not exercise any powers conferred upon it by this Article 6:

- (a) in contravention of any express direction by an Extraordinary Resolution but so that no such direction shall affect any authorisation, waiver or determination previously given or made, and only if it shall be indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby render itself liable or which it may incur by so doing; or
- (b) so as to authorise or waive any obligation or right against the Issuer relating to a matter as referred for which special quorum resolution is required, unless holders of Mortgage Pandbrieven of the relevant Series have, by Extraordinary Resolution, so authorised its exercise.

### **6.4 Notice of waiver**

Unless the Noteholders' Representative agrees otherwise, the Issuer shall cause any such authorisation, waiver or determination as referred in Article 6.1 to be notified to the Noteholders, as soon as practicable after it has been given or made in accordance with Condition 8 (Notices).

## **7. Indemnity**

### **7.1 Indemnification by the Issuer**

Except in the case of Article 7.2 below, the Issuer covenants with and undertakes to the Noteholders' Representative to indemnify the Noteholders' Representative on demand against any liabilities which are properly incurred by the Noteholders' Representative or any other person appointed by the Noteholders' Representative under the Programme Documents to

whom any power, authority or discretion may be delegated by the Noteholders' Representative in the execution, or the purported execution, of the powers, authorities and discretions vested in it by the Programme Documents, in, or in connection with, (except insofar as the same are incurred because of the gross negligence, wilful default or fraud of the Noteholders' Representative or such other third parties):

- (a) the performance of the terms of the Mortgage Pandbrieven and the Programme Documents;
- (b) anything done or purported to be done by the Noteholders' Representative or any appointee under the Mortgage Pandbrieven or any other Programme Document; or
- (c) the exercise or attempted exercise by or on behalf of the Noteholders' Representative or any appointee of any of the powers of the Noteholders' Representative or any appointee or any other action taken by or on behalf of the Noteholders' Representative with a view to or in connection with enforcing any obligations of the Issuer or any other person under any Programme Document.

## **7.2 Indemnification by the Noteholders**

In the case the Noteholders' Representative or any other person appointed by the Noteholders' Representative under the Programme Documents has acted upon any resolution or direction referred to in Article 4.3, each Noteholder covenants with and undertakes to the Noteholders' Representative to indemnify the Noteholders' Representative on demand and pro rata according to its share in the aggregate outstanding principal amount of Mortgage Pandbrieven at the time of such resolution or direction against any liabilities which are properly incurred (except insofar as the same are incurred because of the gross negligence, wilful default or fraud of the Noteholders' Representative or such other third parties) by the Noteholders' Representative or any appointee as a result of its acting in relation to that resolution or direction.

## **8. Liability**

### **8.1 Liability of the Noteholders' Representative**

Notwithstanding any other provision of these Rules or the Programme Documents, the Noteholders' Representative shall not be liable for any act, matter or thing done or omitted in any way in connection with the Mortgage Pandbrieven, these Rules or the Conditions except in relation to its own fraud, gross negligence or wilful default.

The Noteholders' Representative is entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to the Conditions and these Rules, that such exercise will not be materially prejudicial to the interests of any of the Noteholders if a Rating Agency has confirmed in writing that the then current ratings of the Mortgage Pandbrieven would not be adversely affected by such exercise. However, the Noteholders' Representative shall not be obliged to seek such confirmation from any Rating Agency. In being entitled to rely on the fact that any Rating Agency has confirmed that the ratings that may be applied to the Mortgage Pandbrieven would not be adversely affected, it is hereby acknowledged by the Noteholders' Representative and the Noteholders that the above does not impose or extend any actual or contingent liability for the relevant Rating Agency to the Noteholders' Representative, the Noteholders or any other person or create any legal relations between the relevant Rating Agency and the Noteholders' Representative, the Noteholders or any other person whether by way of contract or otherwise. The Rating Agencies are not responsible for any of the decisions that the Noteholders' Representative may or may not take based on any rating confirmation or other papers published by such Rating Agency.

## **8.2 Liability of the Issuer**

Except in the case of fraud of the Issuer, each Noteholder and each Other Creditor represented by the Noteholders' Representative acknowledges and accepts that the Issuer shall not be liable, in respect of any loss, liability, claim, expenses or damage suffered or incurred by any of the Noteholders or the Other Creditors represented by the Noteholders' Representative as a result of the performance by the Noteholders' Representative (or its delegate) of its duties or the exercise of any of its rights under the Conditions and these Rules.

## CLEARING

The Mortgage Pandbrieven will be issued in dematerialised form in accordance with the Belgian Code of Companies and Associations (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*). The Mortgage Pandbrieven will be represented exclusively by a book entry in the records of the settlement system operated by the National Bank of Belgium or any successor thereto (the “**Securities Settlement System**”). The Mortgage Pandbrieven can be held by their holders through the participants in the Securities Settlement System or any other NBB Investor (ICSDs, including Euroclear Bank, Clearstream, SIX SIS and Euronext Securities Milan, any other NBB investor (ICSDs and through other financial intermediaries which in turn hold the Mortgage Pandbrieven through Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB investor (ICSDs or other participants in the Securities Settlement System. Possession of the Mortgage Pandbrieven will pass by account transfer.

Payment of principal and interest in respect of Mortgage Pandbrieven will be made in accordance with the applicable rules and procedures of the Securities Settlement system, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB Investor (ICSDs and any other Securities Settlement System participant holding interest in the relevant Mortgage Pandbrieven, and any payment made by the Issuer to the Securities Settlement System or, in the case of payments in any currency other than euro or a currency which is participating in Target 2-Securities, to Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan or any other NBB Investor (ICSDs will constitute good discharge for the Issuer. Upon receipt of any payment in respect of Mortgage Pandbrieven, the Securities Settlement System, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB Investor (ICSDs and any other Securities Settlement System participant, shall immediately credit the accounts of the relevant account holders with the payment. Noteholders are entitled to exercise their voting rights and other associative rights (as defined for the purposes of Article 7:41 of the Belgian Companies and Associations Code) against the Issuer upon submission of an affidavit drawn up by the NBB, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB Investor (ICSDs or another participant duly licensed in Belgium to keep dematerialised securities accounts showing their position in the Mortgage Pandbrieven (or the position held by the financial institution through which their Mortgage Pandbrieven are held with the NBB, Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, any other NBB Investor (ICSDs or such other participant, in which case an affidavit drawn up by that financial institution will also be required).

## USE OF PROCEEDS

The net proceeds from each issue of Mortgage Pandbrieven will be applied by the Issuer for its general corporate purposes.

If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms. In particular, the Issuer may provide in the applicable Final Terms that, in the case of “green bonds”, an amount equivalent to the net proceeds of the issue of the relevant Mortgage Pandbrieven is intended to be applied to finance and/or refinance, in whole or in part, new or existing green loans (the “**Eligible Green Loan Portfolio**”) as defined in, and subject to the conditions set out in, the Issuer’s green bond framework (as amended and/or supplemented from time to time, the “**Green Bond Framework**”), such Mortgage Pandbrieven being referred to as “**Green Bonds**”.

## DESCRIPTION OF THE ISSUER

### GENERAL

The Issuer is a limited liability company (*naamloze vennootschap/société anonyme*) organised under the laws of Belgium with company name “**Argenta Spaarbank NV**”, in short “**Aspa**”, with registered office at 2018 Antwerp, Belgiëlei 49-53, and is registered with the Crossroads Bank for Enterprises (BCE/KBO) under number BE0404.453.574 (RPR Antwerp, division Antwerp). The registered office can be contacted by phone on the number +32 3 285 51 11. The Issuer’s LEI Code is A6NZLYKYN1UV7VVGFX65. The website of the Issuer is [www.argenta.eu](http://www.argenta.eu). *The information on [www.argenta.eu](http://www.argenta.eu) does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.*

The Issuer was incorporated under the name "Kredietmaatschappij Fiducia" for an indefinite time by notarial deed executed by notary Emile Lemineur in Antwerp on 18 April 1956, published in the Annexes to the Belgian Official Gazette on 9 May 1956 under number 10639, and by notary Maurice Van Zeebroeck in Antwerp on 24 November 1956, published in the Annexes to the Belgian Official Gazette on 13 December 1956 under number 29036.

The Issuer is a duly licensed Belgian credit institution, and is under the supervision of the National Bank of Belgium (the “**NBB**”) for prudential matters, the Belgian Financial Services and Markets Authority with regard to conduct of business rules and financial market supervision, and the European Central Bank (the “**ECB**”), acting as the supervisory authority for prudential supervision of significant financial institutions.

As at the date of this Base Prospectus, following a capital increase dated 27 October 2021 by way of contribution in cash for an amount of seventy two million six hundred fifty nine thousand two hundred and fifty euros (EUR 72,659,250) without issuance of new shares, the share capital of the Issuer is eight hundred eighty eight million three hundred and one thousand and nine hundred euros (EUR 888,301,900) and is represented by 168,975 shares. The shares are held by Argenta Bank- en Verzekeringsgroep NV (holding 99.99%). The shares of the Issuer are not listed. In October 2021, the Issuer distributed a dividend of EUR 125,041,500, of which EUR 52,382,250 was distributed in cash and EUR 72,659,250 was reinvested in the capital of the Issuer through the capital increase referred to above.

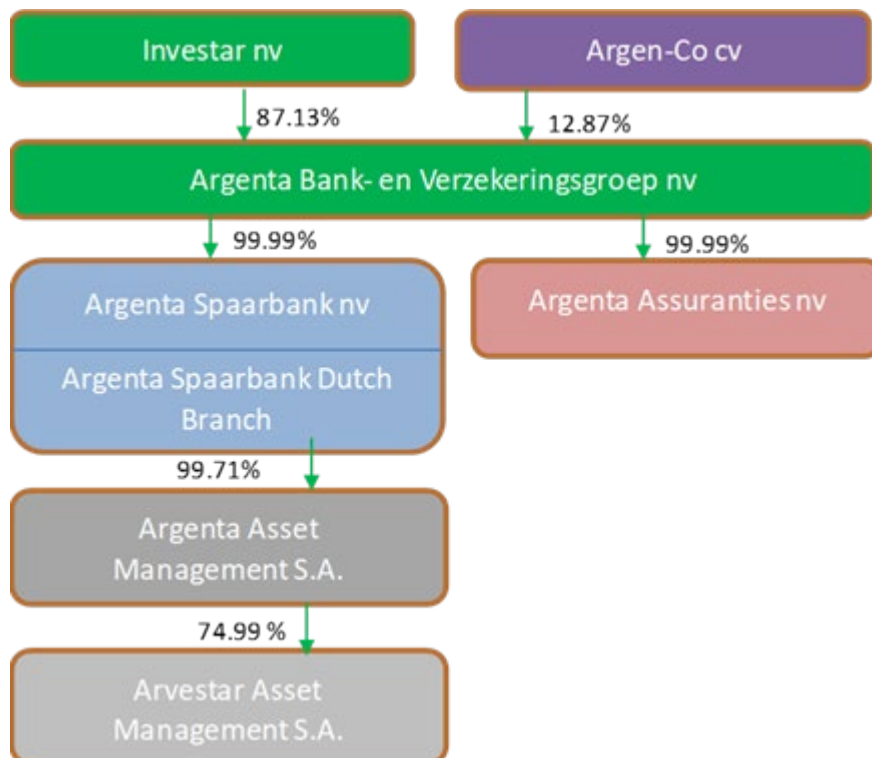
In June 2022, total consolidated balance sheet of Argenta Bank- en Verzekeringsgroep NV and its subsidiaries (including the Issuer) (the “**Argenta Group**”) amounted to EUR 58,206,796,890 and EUR 51,890,487,376 in respect of the Issuer.



## ORGANISATIONAL STRUCTURE OF THE ARGENTA GROUP

### Organisational structure

The Issuer is part of the Argenta Group. The corporate organisational chart of the Argenta Group can be depicted as follows:



A list with details of the various group companies is provided further in this Base Prospectus.

At the date of this Base Prospectus, Investeringsmaatschappij Argenta NV (“**Investar NV**”), a mixed financial holding, holds 87.13% of the shares in Argenta Bank- en Verzekeringsgroep NV (the “**Parent**”), with the remainder of the shares owned by Argenta Coöperatieve CV (“**Argen-Co**”), which is a recognised cooperative undertaking in accordance with the Act of 20 July 1955 on a National Council for Cooperatives.

The Parent is the holding company of the Argenta Group. Its operational activities consist of group-level control functions (i.e. internal audit, compliance and integrity, risk and validation, legal affairs and organisation and talent).

The Parent co-ordinates and provides joint management of the operations of its subsidiaries: the Issuer and Argenta Assuranties NV (“**Aras**”).

The Parent is a mixed financial holding within the meaning of Article 3, 39° of the Belgian Banking Law.

The Issuer has one subsidiary: Argenta Asset Management S.A., which has also a subsidiary Arvestar Asset Management S.A. In addition, the Issuer has a branch office in the Netherlands. The Issuer, its subsidiaries and branch office form the “**Bank Pool**”.

Argenta Asset Management S.A. is a Luxembourg company which is responsible for the management and central administration of the Argenta Group’s collective investment undertakings, i.e. Argenta Fund sicav and Argenta Portfolio sicav, which are open-end investment undertakings under Luxembourg law. The latter is a fund of funds (also known as an umbrella fund). This means that the assets of various sub-funds are invested in other collective investment undertakings.

On 30 July 2018, Arvestar Asset Management NV (“**Arvestar**”) was established within the Argenta Group. Arvestar is a UCITS and AIF management company under Belgian law and is a joint venture between Argenta Asset Management S.A. and DegroofPetercam Asset Management SA/NV (“**DPAM**”). The Issuer has previously outsourced the management of its pension savings funds Argenta Pensioenspaarfonds (“**Arpe**”) and Argenta Pensioenspaarfonds Defensive (“**Arpe Defensive**”) to DPAM. In view of the substantial volume of these funds, the Issuer and DPAM considered that it was desirable to create a separate control structure. Arvestar has managed the Issuer’s pension funds since 1 November 2018 and also manages certain other collective investment undertakings (funds) such as the Argenta DP funds.

Arvestar was founded as a subsidiary of Argenta Asset Management S.A., where the asset management within the Argenta Group is centralised. Argenta Asset Management S.A. itself remains responsible for the management of the Argenta Fund sicav and the Argenta Portfolio sicav.

Aras is a duly licensed Belgian insurance undertaking. The Bank Pool has no claims on Aras, and at present Aras does not give financial support to the Bank Pool.

The Argenta Group has various interrelations. The Parent, the Issuer and Aras operate centralised and share operational departments; the main “shared” departments are ICT, human resources and facilities, as well as all group finance and risk functions.

The Argenta Group is currently considering simplifying its shareholding structure which could lead to changes in the indirect shareholding of the Issuer. However, there will be no changes in relation to the direct shareholding of the Issuer nor the ultimate beneficial ownership of the Argenta Group.

#### **Overview of the Argenta Group entities**

##### **Argenta Bank- en Verzekeringsgroep NV**

###### **HOLDING COMPANY**

*naamloze vennootschap* (public limited liability company)  
Belgiëlei 49-53  
B-2018 Antwerpen  
BE 0475.525.276, RPR Antwerp, division Antwerp

##### **Argenta Spaarbank NV (the Issuer)**

###### **CREDIT INSTITUTION**

*naamloze vennootschap* (public limited liability company)  
Belgiëlei 49-53  
B-2018 Antwerp  
BE 0404.453.574, RPR Antwerp, division Antwerp

##### **Argenta Assuranties NV**

###### **INSURANCE UNDERTAKING**

*naamloze vennootschap* (public limited liability company)  
Belgiëlei 49-53  
B-2018 Antwerp  
BE 0404.456.148, RPR Antwerp, division Antwerp

##### **Argenta Asset Management**

###### **MANAGEMENT COMPANY**

*société anonyme* (public limited liability company) under the laws of Luxembourg  
29, Boulevard du Prince Henri  
L-1724 Luxembourg  
Luxembourg Trade Register no. B 35185

##### **Arvestar Asset Management NV**

###### **MANAGEMENT COMPANY**

*naamloze vennootschap* (public limited liability company)  
Guimardstraat 19  
B-1040 Brussels  
BE 0700.529.248, RPR Brussels

##### **Argenta Spaarbank’s Dutch branch**

Stadionstraat 2  
NL-4815 NG Breda

#### **BUSINESS OVERVIEW OF THE ARGENTA GROUP**

##### **Key facts and figures of the Argenta Group**

The Issuer is a Belgian systemic financial institution (“D-SIB”) and forms part of the 110 banks that are subject to the direct supervision of the ECB.

Argenta Group’s strategy consists in the offering of financial products, such as savings and investment products, loans and insurance products, to families, and, to a lesser extent, to self-employed persons. On the date of this Base Prospectus, it is the fifth largest bank in Belgium in terms of deposits<sup>8</sup> and has 1,139 employees.

The Argenta Group has been active in Belgium since 1956 and in Luxemburg since 1987. It has been active in the Dutch mortgage market since 1997 and has attracted savings in the Netherlands since 2004. All group activities exclusively consist of financial activities relating to attracting savings, granting loans, distribution of collective investments and offering life and non-life insurance products. Belgian customers are serviced through a network of independent agents (410 offices), who together employ 1,547 people (as of 30 June 2022). Dutch customers are serviced through third party distribution and online direct channels. The Issuer developed 4 payment packages for consumers including a free one (“Green-pakket”, “Silver-pakket”, “Gold-pakket” and the free one “Basisbankdienst-pakket”). For legal persons, groups, legal structures or organisations without legal personality the Issuer has developed one payment package (“Pro-pakket”).

The banking activities (provided through the Bank Pool) are mainly focused on attracting funds from the retail market on the one hand and investing such funds in mortgage credits on the other hand. Besides its traditional banking activities, the Issuer also sells fee income generating products, such as UCITS. This allows the Argenta Group to diversify its profit generation.

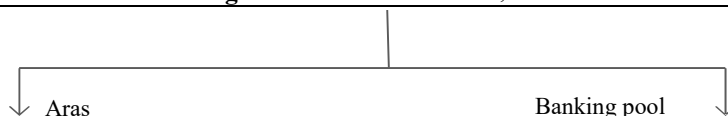
The insurance activities consist of both life insurance products and health and indemnity insurances (more in particular, car insurances, civil liability, property). As at 30 June 2022, Aras had total assets of around EUR 6.0 billion.

With over 200,000 Belgian mortgages, credit risk is spread over a large number of clients and there are no individual clients with a substantial potential for loss.

The Issuer has a solid financial position. The consolidated IRB-based CET1 ratio of the Issuer stood at 22.4% as of 30 June 2022 (Basel III). Recurrent Net Interest Income (“NII”) is quite stable and the Issuer has a solid Return on Equity (“RoE”) of 5.9% (adjusted for IFRIC 21) for the period ended on 30 June 2022.

The following table summarises key facts and figures for the Argenta Group on a consolidated basis under IFRS, except for Aras, for which the Belgian generally accepted accounting principles (“BEGAAP”) figures are displayed in lieu of the IFRS figures:

€ millions	30 June 2021	30 June 2022
<b>Total assets</b>	54,695	58,207
<b>Shareholder’s equity</b>	3,200	3,108
<b>Net income (adjusted for IFRIC 21)</b>	104 (143)	44 (74)
<b>C/I ratio adjusted for IFRIC 21 (excl. bank levies)</b>	54% (42%)	64% (50%)
<b>CET1 ratio (Danish compromise)</b>	23.1%	22.6%
<b>Customer Assets under Management</b>	55,648	57,380



<sup>8</sup> Based on the sector wide data made available by Bureau Van Dijk. In the database of private company data provided by Bureau Van Dijk, there is a possibility to retrieve sectorwide data and to compare different companies operating in the same market. This allows to rank the Issuer vis-à-vis its peers on several parameters, a.o. deposit base.

€ millions	30 June 2021	30 June 2022	€ millions	30 June 2021	30 June 2022
<b>Total assets</b>	6,834	6,419	<b>Total assets</b>	47,756	51,890
			<b>Shareholder's equity</b>	2,333	2,366
<b>Shareholder's equity</b>	609	603	<b>Deposits (incl. non-subordinated term products)</b>	39,773	43,338
<b>Gross premiums life<sup>1</sup></b>	203	235	<b>Loans to customers</b>	35,409	38,228
<b>Gross premiums non-life</b>	96	98	<b>Net income (adjusted for IFRIC 21)</b>	53 (86)	37 (71)
<b>Net income</b>	48.7	31.8	<b>RoE adjusted for IFRIC 21</b>	7.5%	5.9%
<b>RoE</b>	17.4%	11.1%	<b>CET1 (IRB)</b>	22.7%	22.4%
<b>Solvency ratio</b>	240%	223%	<b>MREL ratio (SRB target)</b>	8.09% <sup>2</sup>	7.99% <sup>3</sup>
			<b>S&amp;P rating</b>	A-	A-

Notes

- 1) Gross premiums life including branch 23 insurance premium income
- 2) Expressed as % of Leverage Rate Exposure (LRE) (SRB target for 2021)
- 3) Expressed as % of Leverage Rate Exposure (LRE) (Intermediate target for 2022)

## Business overview of the Issuer

### Principal activities of the Issuer

As a credit institution, the Issuer's core activities consist of attracting funds, offering loans (primarily mortgage loans to retail clients) and providing payment services.

In addition, the Issuer offers fee income generating products: Argenta products (units in pension funds Arpe and Arpe Defensive, Argenta-Fund sicav, Argenta Portfolio sicav) as well as units in other collective investment institutions from third parties.

The Issuer's activities are concentrated on attracting funds through:

- In Belgium:
  - *Current accounts.* Daily Banking services for retail clients have been grouped in 4 packages: "Green-pakket", "Silver-pakket", "Gold-pakket", "Basisbankdienst-pakket". A fifth package, the "Pro-pakket" targets professional clients.
  - *Savings accounts.* The Issuer offers the following regulated savings accounts in Belgium: the "Maxi" account and the "E-spaar". The Issuer also offers the non-regulated registered savings account "Pro-Plus" which is exclusively reserved for legal persons, groups, legal structures or organisations without legal personality. Finally, the Issuer offers the regulated savings account "Growth" and the non-regulated saving account "Plus", albeit not actively.
  - *Term deposits and savings bonds ("non-subordinated term products").* The Issuer might offer term deposits. Furthermore, it holds a portfolio of savings bonds for which no new offering occurs. As a consequence, the saving bonds portfolio is in run-off.
  - *Subordinated certificates.* The Issuer offered subordinated certificates in the past, but has no plans for new offerings to retail clients.

- *Units in undertakings for collective investment in transferable securities (UCITS).* In its capacity as a distributor, the Issuer sells units or shares of various third party Belgian and foreign collective investment undertakings in Belgium, including investment companies with a variable number of shares (*bevek/sicav*) and mutual investment funds.
  - *Pension saving funds:* the Issuer offers saving pension contracts, such as Arpe and Arpe defensive.
  - *Structured securities.* The Issuer has acted as a distributor of structured securities issued by third parties in the past. The Issuer has no plans to pursue the distribution of structured products at this moment.
- In the Netherlands:
    - *Saving accounts:* The Issuer offers the following savings accounts in the Netherlands: the “Internet Spaarrekening” and the “Jongeren Spaarrekening”.
    - *Term deposits:* The Issuer offers term deposits.

As at 30 June 2022 approximately 81% of the Issuer’s funding was attracted from its retail clients.

In order to diversify funding further and to support future mortgage production, the Issuer decided to securitise Dutch mortgage loans. Recently, four Residential Mortgage-Backed Security (“**RMBS**”) transactions were concluded with the following details:

- Green Apple 2017-I NHG

Green Apple 2017-I NHG BV issued on 5 October 2017 residential mortgage backed notes for a notional amount of EUR 1.2 billion (class A notes) with an interest rate of Euribor 3 months plus 40 basis points. The notes were placed with institutional investors. The notes are outstanding up to 2056 with a prepayment option from 17 March 2024 onwards (being the first optional redemption date).

- Green Apple 2018-I NHG

Green Apple 2018-I NHG BV issued on 26 June 2018 residential mortgage backed notes for a notional amount of EUR 1 billion (class A notes) with an interest rate of Euribor 3 months plus 40 basis points. The notes were placed with institutional investors. The notes are outstanding up to 2057 with a prepayment option from 17 January 2025 onwards (being the first optional redemption date).

- Green Apple 2019-I NHG

Green Apple 2019-I NHG BV issued on 26 June 2019 residential mortgage backed notes for a notional amount of EUR 825 million (class A notes) with an interest rate of Euribor 3 months plus 40 basis points. The notes were placed with institutional investors. The notes are outstanding up to 2058 with a prepayment option from 17 January 2026 onwards (being the first optional redemption date).

- Green Apple 2021-I

Green Apple 2021-I BV issued on 23 June 2021 residential mortgage backed notes for a notional amount of EUR 650 million (class A notes) with an interest rate of Euribor 3 months plus 70 basis points. The notes were placed with institutional investors. The notes are outstanding up to 2060 with a prepayment option from 17 January 2028 onwards (being the first optional redemption date).

The attracted funds were allocated by the Issuer through mortgage loans to primarily private customers and self-employed persons. These loans are intended for the purchase of a residence, a plot of land or residential renovation. In addition, the Issuer invested the attracted funds primarily in investment grade fixed-income securities of governments, financial institutions and other enterprises.

The Issuer's loan portfolio of EUR 38.2 billion as of 30 June 2022 is covered by EUR 43.1 billion customer deposits, resulting in a solid loan to deposit ratio of 89%.

### **Main geographical markets**

The geographical markets in which the Issuer actively markets to clients are Belgium and the Netherlands. The table below gives the split of total funding and loan origination between both countries:

#### **Loans and Receivables outstanding**

<b>(€ billion)</b>	<b>30 June 2022</b>	
Belgium	19.1	50%
The Netherlands	19.2	50%
<b>Total</b>	<b>38.2</b>	<b>100%</b>

#### **Funding<sup>2</sup>**

<b>(€ billion) Belgium</b>	<b>30 June 2022</b>	
Current and savings deposits	38.8	90%
Non-subordinated term products	0.9	2%
Total Belgian deposits	39.8	92%
<b>(€ billion) Netherlands</b>	<b>30 June 2022</b>	
Current and savings deposits	2.3	5%
Non-subordinated term products	1.1	2%
Total Dutch deposits	3.3	8%
Total deposits	43.1	100%
Securitisation funding	2.1	
EMTN	2.0	
Subordinated debt	0.0	
Covered Bonds	1.5	
Other	0.4	
Total	49.1	

### **Credit Rating**

The Issuer's current rating by S&P Global Ratings Europe Limited ("Standard & Poor's") is A- (stable outlook) for the long-term rating and A-2 for the short-term rating.

***Ratings are subject to change. Investors should look at <https://www.argenta.eu/investor-relations/credit-ratings.html> for the most recent rating and for the underlying full analysis provided by Standard & Poor's to understand the meaning of the rating.***

Standard & Poor's is established in the European Union and is included in the updated list of credit rating agencies registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of

<sup>9</sup> For the avoidance of doubt, the percentages set out in this overview are rounded. As a consequence thereof, the sum of these differ from the (sub)total percentages displayed here.

16 September 2009 on credit rating agencies published on the ESMA's website ([www.esma.europa.eu/supervision/credit-rating-agencies/risk](http://www.esma.europa.eu/supervision/credit-rating-agencies/risk)).

The description of the rating can be found on the website of Standard & Poor's. No information from such website is deemed to be incorporated by reference in or forms part of this Base Prospectus. The Issuer does not take any responsibility for the information contained in such website.

## **Performance**

Since February 2022 and the Russian invasion in Ukraine, the economic recovery from beginning 2022 has stalled and there is even a run-up to recession in combination with high inflation, rising interest rates and volatile financial markets. Argenta has no direct exposure to Ukraine, Russia nor Belarus. In this challenging environment, the Issuer posted robust results of EUR 71 million after IFRIC 21 adjustment and its balance sheet grew further in the first half of 2022 to an amount of EUR 51.9 billion. Apart from increased retail funding both in Belgium and the Netherlands, the Issuer also further diversified its funding sources with an inaugural Green bond issuance of EUR 600 million and a EUR 500 million covered bond issuance.

## **Loan portfolio**

Since 2018 the Issuer's balance sheet has grown with a compound annual growth rate ("CAGR") of 7%, and the portfolio of loans to customers increased in 2022, by EUR 1.6 billion, as a result of new production in mortgage loans. The gross mortgage production in the first half of 2022 amounted to EUR 2.3 billion in the Netherlands and EUR 1.8 billion in Belgium for both countries at a margin of respectively 1.53% and 1.24%.

Additionally, the portfolio remained of very good quality with declining 'Loan to Value' ("LTV"): in general, LTVs are systemically moving to the 'lower than 75%'-bucket because of house price indexation and amortization. Over 90% of the mortgage loan book is part of this bucket. The average LTV on the total mortgage loan portfolio as at 30 June 2022 was 56%.

The Issuer continues to adopt a conservative loan acceptance policy. At a global level, the total loan loss reserve increased from EUR 37.1 million end of 2021 to EUR 44.5 million as of 30 June 2022 (including impairments on the investment portfolio). The main reasons for the increase are the incorporation of additional data from the central credit register of the NBB and to staging of inflation-vulnerable clients in Belgium. In The Netherlands the reason is also staging of inflation-vulnerable clients as well as the deteriorating macro-economic outlook, while the changed economic outlook also triggered an increase of stage 1 and 2 provisions on the investment portfolio. Overall, this amount is very limited relative to the Issuer's total portfolio, demonstrated by a cost of risk of 0.03% as at 30 June 2022. The NPL ratio of the mortgage portfolio in the Netherlands remained very low, at 0.4% as of 30 June 2022. The Issuer's NPL ratio in Belgium remained very low as well, at 0.5% at the end of 2022.

The Issuer reported an average coverage ratio of 15% on 30 June 2022 evidencing the high quality of prime mortgage collateral.

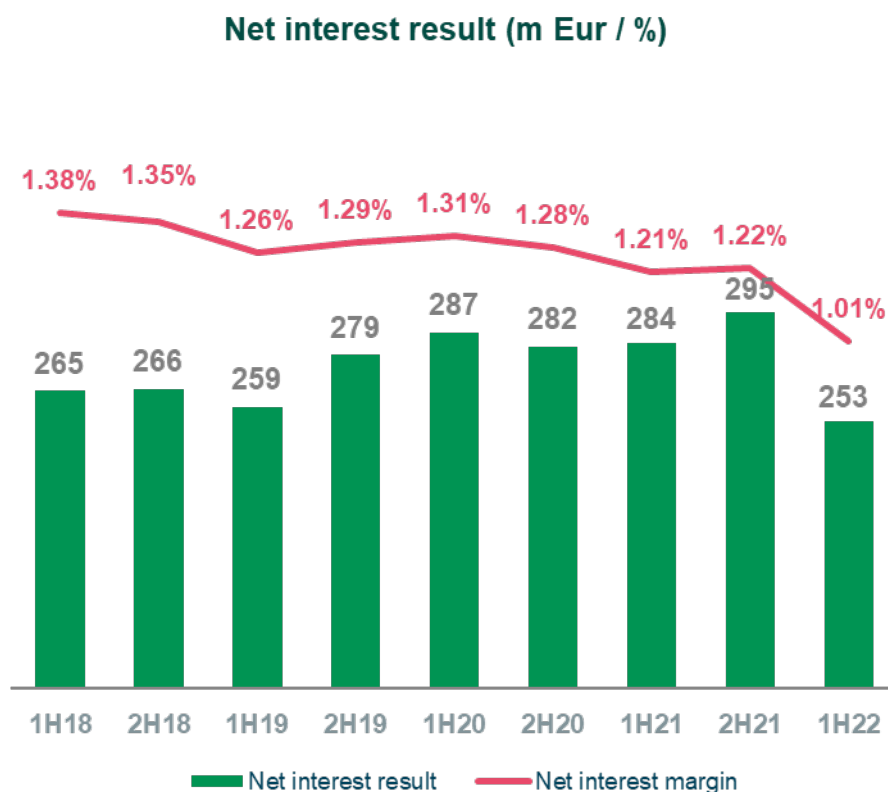
## **(Re)investment portfolio**

On 30 June 2022, 99% of the investment portfolio (EUR 12.9 billion including cash) was investment grade, 44% of the portfolio was rated AA and above, 96% of the portfolio was invested in the European Economic Area and investments were exclusively in euros, so no foreign exchange risk existed. The unrealised gains of financial assets not measured at fair value through profit and loss ("P&L") accounts were EUR -365 million at 30 June 2022 (meaning through other comprehensive income ("OCI") were EUR -74 million at 30 June 2022 and those at amortized cost were EUR -291 million at 30 June 2022). The Issuer continues to work on diversification in terms of loans to local governments, corporates and public private partnerships ("PPP").

On 30 June 2022, the investment portfolio had increased from EUR 10.9 billion to EUR 12.9 billion to invest the excess cash from wholesale issuances and cash collateral inflow.

### Net Interest Income, Net Interest Margin and net profit

The following graph provides an overview of the Net Interest Income (“NII”) and the Net Interest Margin (“NIM”) on a half yearly basis.

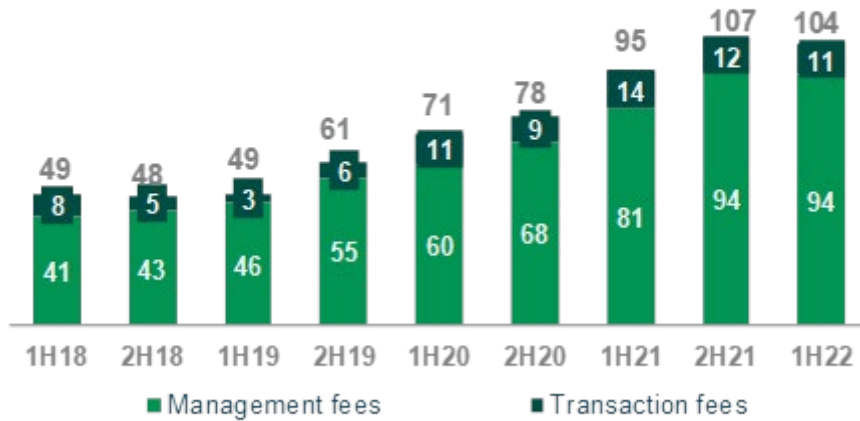


The Net Interest Income decreased in the first half of 2022 with EUR 30 million compared to the first half of 2021, mainly because of market valuations of hedging instruments. The recurring Net Interest Income was only slightly lower because of strong mortgage production and a gradual turnaround of interest rates. The recurring Net Interest Margin slightly decreased from 1.09% to 1.01%.

The below graph provides an overview of the asset management income distribution between transaction fees and management fees, on a half yearly basis.

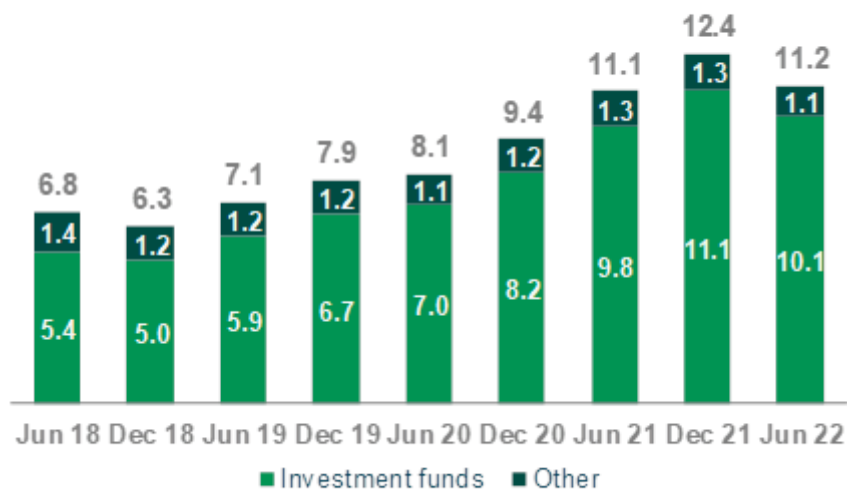


### Asset Management income (mEUR)



The below graph provides an overview of the growth in assets under custody, on a half yearly basis.

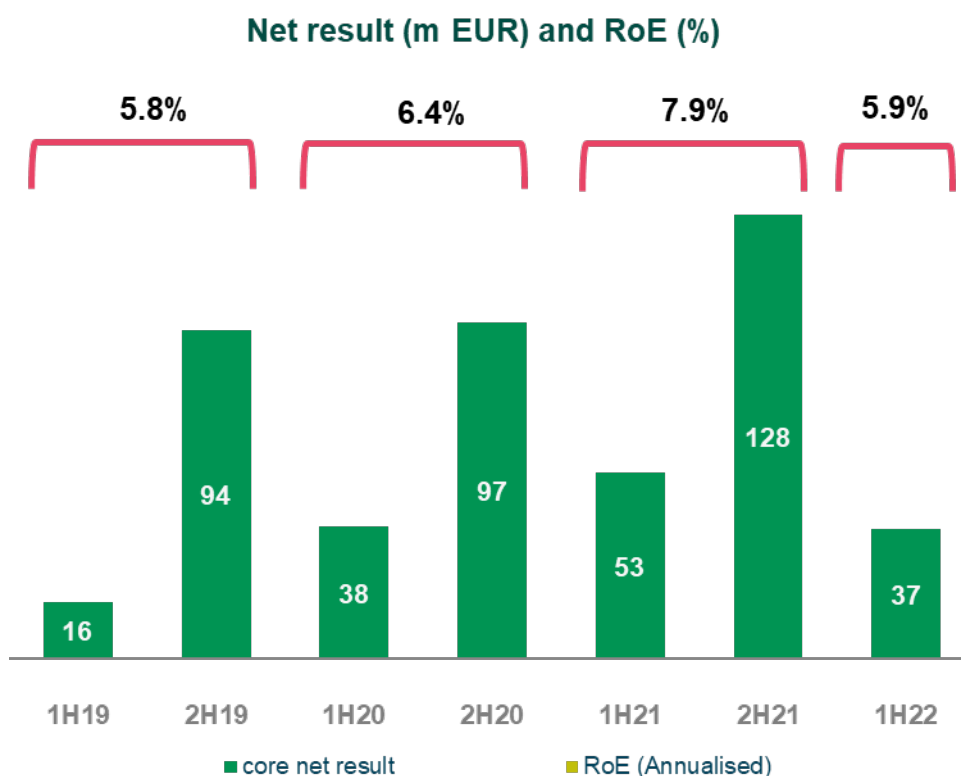
### Assets under custody (bn EUR)



In order to counter the effects of the low-for-long interest environment in the past years, the Issuer started diversifying its income sources to products that generate fee income. At 30 June 2022, the total portfolio of assets under custody was at a level of EUR 11.2 billion which equalled the position of the same day the year before. The portfolio decreased because of rising interest rates and bearish financial markets, leading to lower market valuations, although net production remained high. In terms of Asset Management fee income this meant a year on year increase from EUR 95 million to about EUR 104 million..

In the first half of 2022, operating expenses increased by EUR 11 million or 3.5% compared to the same period last year. This was due to inflationary effects on wages. This resulted in a C/I ratio of 63.5%. Bank levies grew by 5% to EUR 91 million as a result of the growing retail savings portfolio. Excluding the impact of bank levies, the C/I ratio amounts to 49%.

As can be seen in the graph below, the net result of EUR 37 million was EUR 16 million lower year-on-year due to a lower Net Interest Income, higher operating expenses, higher bank levies and higher impairments.



### Strategic vision and targets

The Issuer offers simple and transparent products. The long-term relationship with tied agents with a focus on relationships and proximity has so far delivered a stable client base. Starting from these values, the Issuer’s emphasis for the coming years will be on:

- Increased digitalisation
- Reinforce distribution by further increasing the first banking relationship and cross-selling
- Better understand client needs and accelerate the move from product to client approach, including financial planning
- Educational programs and quality certification for tied agents
- Income diversification
- More sophisticated advice to affluent clients
- Reinforced cost containment efforts.

The following table presents certain of the Issuer’s key long-term targets. These targets are not forecasts or predictions of future performance. These targets are based on levels of performance that management believe are reasonable and achievable. They may be amended at any time. Actual performance is subject to many factors, including general economic and other factors which are beyond the Issuer’s control, including those set out in “Risk Factors” and elsewhere in this Base Prospectus. Accordingly, there is no guarantee that such targets will be

met, and meeting or exceeding the targets in any financial period does not mean that such targets will be met in future periods. Failure to meet any of these financial targets on a continuing basis may have a material adverse effect on the Issuer’s business, results of operations and financial condition.

<b>Issuer’s quantitative targets</b>	<b>31 December 2021</b>	<b>30 June 2022</b>	<b>Target</b>
Return on Equity	7.9%	5.9% <sup>1</sup>	>8%
Leverage ratio	4.9%	4.2%	>5%
Cost/Income Ratio	61%	64% <sup>1</sup>	<60%
CET1 ratio	21.6%	22.4%	>18%
Total Capital ratio	21.6%	22.4%	>20%
Net Interest Margin (NIM)	1.22%	1.01%	>1.15%
Net Stable Funding Ratio	145%	145%	>132%
Liquidity Coverage Ratio	164%	197%	>150%

<sup>1</sup> Adjusted for IFRIC 21

## RISK MANAGEMENT

### *General*

Professional and comprehensive risk management are an essential prerequisite for sustainable, profitable growth. The Argenta Group recognises this and views risk management as one of its core activities.

The risk management framework is constantly updated and adjusted on the basis of new regulations, daily experiences and changes in Argenta Group’s activities, including changes resulting from sustainable choices made by Argenta Group entities (and which always tie in with Argenta Group’s activities as a bank-insurer). Demonstrating that adequate risk management procedures are in place is a key condition for acquiring and retaining the trust of all stakeholders: customers, investors, branch managers (tied agents), supervisory authorities and rating agencies, as well as directors, managers and employees.

Risk management consists of managing risks, comprising the cycle of identifying, evaluating, managing and monitoring risks to which the Argenta Group or one of the Argenta Group entities can be exposed. This risk management is based on:

- (a) a clearly described management strategy that is consistent with the overall corporate strategy of the Argenta Group (including the Issuer). The objectives and fundamentals of that strategy, the approved risk tolerance limits and the division of responsibilities between all the activities of the Argenta Group are established in charters and related documents;
- (b) a Risk Appetite Framework (“RAF”) that is strongly embedded in the business plan process cycle: filling in the risk appetite matrix, translation into proactive RAF targets, testing against the business plan iterations and, finally, risk assessment.
- (c) a direct link that exists between the RAF risk indicators and, on the one hand, the International Capital Adequacy Assessment Process (“ICAAP”) and the International Liquidity Adequacy Assessment Process (“ILAAP”) for the Issuer and, on the other hand, the policy documents via the further translation into operational risk limits;
- (d) a well-defined procedure for the decision-making process, including a hierarchy of limits and an escalation framework;
- (e) written policies that effectively describe and classify by category the material risks to which the Argenta Group is exposed, and which specify the approved risk tolerance limits for each risk category. These

policies implement Argenta Group's risk strategy, provide for control mechanisms and take into account the nature, scope and timing of the business activities, as well as the associated risks;

- (f) reporting procedures and processes that ensure that the information on the risks to which Argenta Group (or any of its entities) is exposed and the effectiveness of the risk management system are actively monitored and analysed, and that appropriate changes are made to the system if necessary. This also includes processes (e.g. RAF - reporting and specific dashboards) for establishing any deterioration of the financial and non-financial risk conditions and for informing the relevant stakeholders, including the regulator, immediately when such a deterioration occurs; and
- (g) co-ordination between the independent control functions Compliance, Risk Management, Actuarial function and Internal Audit, which are centrally organised at Argenta Group level.

### *Governance*

The strategy and long-term policy of all entities within the Argenta Group are determined by the executive committee and board of directors of the Parent. The two main subsidiaries, the Issuer and its sister entity Aras, are responsible for the operational management within their own areas of competence as established in the Memorandum of Internal Governance.

The executive committees of the Issuer, Aras and the Parent are integrated, with a number of members in common: the Chief Executive Officer (CEO), the Chief Financial Officer (CFO) and the Chief Risk Officer (CRO). The Chief Operating Officer (COO), Chief Commercial Officer (CCO) and Chief Information Officer (CIO) work for both the Issuer and Aras, but not for the Parent.

This unity of management highlights the importance of a commercial, risk and financial strategy that is harmonised group-wide, with an emphasis on the long-term relationship with both customers and the self-employed branch managers.

Group risk management takes place, in addition to the independent Internal Audit, Actuarial and Compliance control functions, mainly at Argenta Group level. The risk management function supervises and controls the first line in respect of risk management and provides supporting risk advice. This function is performed by the Risk & Validation department and the NFRM&SO (Non Financial Risk Management & Supervisory Office) department under the hierarchical responsibility and supervision of the CRO. Along with second-line control, risk model validation is one of the core activities of the Risk & Validation department.

Relevant risk management bodies and control functions are:

- (a) The Group Risk Committee (“**GRC**”) is responsible for discussing, monitoring and managing the various identified risks. The Group Risk Committee deals monthly with a number of themes, e.g. financial including capital risks, model risk, non-financial risks including compliance risk, to achieve better coordination, monitoring, follow-up, awareness-raising, adjustment and policy preparation at the various risk levels;
- (b) The Asset & Liability Committee (“**Alco**”) is responsible for monitoring and managing the risks (interest, liquidity and investment portfolio) that impact the current and future profits and capital position with the exception of insurance risks which are managed by the Insurance Risk Committee;
- (c) Alco is assisted by the Investment Committee (“**IO**”), the Exclusion Committee (“**EO**”) and the Rating Committee (“**RO**”);
- (d) The Insurance Risk Committee (“**VRC**”) is responsible for discussing, monitoring and managing the underwriting risks;

- (e) The Credit Risk Committee (“**Kreco**”) is a consultative body with decision-making authority on all aspects of credit risk policy regarding retail credits, i.e. credit risk analysis & control, quantification (including the embedding of the probability of default (“**PD**”), loss given default (“**LGD**”) and exposure at default (“**EAD**”) internal models) and reporting on this;
- (f) Pricing Committees (“**Prico**”) are responsible for the pricing of retail asset and liabilities products, the monitoring of the production objectives and the evolution of the commercial environment;
- (g) The Product Committee (“**Proco**”) monitors the implementation of the Product Approval and Review Process (“**PARP**”). For the non-retail products, in addition, under the supervision of the Alco, there is a PARP non retail; and
- (h) The Group Sustainability Committee (“**GSC**”) is responsible for the Sustainability Policy of Argenta. The Green Bond Committee (“**GBC**”) reports to the GSC and is responsible for the green bond framework, the selection and evaluation of green projects, monitoring the relevant regulation and setting up the relevant reporting.

Argenta Group operates as a bank-insurer and asset manager. As such it is exposed to various risks. The group risk management distinguishes amongst others between credit risk, market risk, liquidity risk, climate risk and operational risk. The risk management policy and attendant organisational structure are designed to ensure that the identified risks are always properly identified, analysed, measured, monitored and managed. For an overview of such risks, Noteholders are invited to consult the “Risk Factors” section of this Base Prospectus.

#### *Liquidity risk management*

Liquidity risk is the risk of loss, or of an adverse change in the financial situation, as a direct or indirect consequence of insufficient liquidity being available to meet financial obligations. This may be the result of:

- (a) an unexpected prolongation of the outstanding receivables, e.g. a loan default;
- (b) the risk, in the Bank Pool, of a greater portion of credit lines being drawn down or more savings deposits being withdrawn;
- (c) the risk, in Aras, that payment obligations increase owing to a rising number of claim events, or early retirements or surrenders, as a result of which Aras is unable to meet its payment obligations;
- (d) the risk that the necessary financing transactions cannot be undertaken (or can be undertaken only at disadvantageous conditions); and
- (e) the risk that assets can be liquidated only at a severe mark-down, owing to a shortage of interested counterparties on the market.

The liquidity management and the liquidity risk management of the Bank Pool are centralised at the Issuer.

The Asset and Liability Committee (“**Alco**”) monitors the liquidity indicators on a permanent basis. The management framework is clearly defined and detailed in the financial policy. First-line responsibility for the measuring, monitoring, checking and reporting of the liquidity risk lies with the Asset and Liability Management (“**ALM**”) department. The second-line responsibility lies with the Risk department. The management of the liquidity position falls under the authority of the Treasury department.

For measuring, monitoring, checking and reporting on the liquidity risk, the Issuer has a specially adapted management information system (“**MIS**”), including a contingency plan, in order to be able to adequately manage its liquidity in both normal and exceptional circumstances. In addition to the extensive regulatory reporting,

extensive internal reporting has also been developed. In this way, management and stakeholders are aware of the evolving situation.

The daily liquidity management, the definition of additional Early Warning Indicators (“**EWIs**”), operational limits or flashing lights, and the organisation of stress tests are included in the Liquidity Contingency Plan. Daily funding reports are distributed to a broad target group within the Issuer.

The liquidity risk appetite is managed in the Issuer’s RAF by flashing light levels on three risk indicators, namely:

- (a) The Liquidity Coverage Ratio (“**LCR**”) tests the liquidity buffer against a pre-defined net outflow of financial liabilities over a 30 day period;
- (b) The Net Stable Funding Ratio (“**NSFR**”) compares available liquidity against required liquidity over at least one year; and
- (c) The Asset Encumbrance Ratio (“**AER**”) compares the amount of unencumbered assets with the volume of protected deposits;

In addition to the aforementioned RAF indicators, further EWIs, operational limits and flashing lights have been defined internally.

In 2015, the NBB established minimum thresholds, the height of which is a function of the importance of protected deposits within a bank’s overall funding structure. As a category 2 bank, the Issuer is required to respect a minimum threshold of 90% (recovery plan) and 95% (flashing light) (total balance sheet Aspa solo/DGS eligible deposits) within the strict application of the AER.

As of 30 June 2022, the Issuer’s consolidated LCR stood at 197%, and its NSFR was 145%.

As of 30 June 2022, the Issuer’s AER within the strict application stood at 111.8% and at 117.4% within the broader application. The AER is only monitored on a non-consolidated basis.

The daily liquidity management, the definition of EWIs, and the organisation of stress tests are described in the Liquidity Contingency Plan.

Daily reports on the funding situation are distributed to a wide target audience, including all members of the Executive Committee. Discussion on the liquidity indicators is a fixed agenda item for the monthly Alco meeting. Overall, senior management is involved in liquidity management on a continuous basis.

#### *Market risk management*

##### **Interest rate risk**

The principal market risk is the Issuer’s interest rate risk, which primarily results from changes in market prices on investments and liabilities, unexpected changes in investment yields and changes in the correlation between the interest rates of various financial instruments.

As a financial services group headed by a mixed financial holding, both the earnings and the capital position of the Argenta Group are subject to fluctuations caused by market risks. Interest rate fluctuations affect the return that the Argenta Group earns on fixed interest investments, and can also affect the value of the Argenta Group’s investment portfolio. The professional management of these market risks (considering the specific strategic positioning of the Issuer as a savings bank), is mainly geared towards the judicious management of interest rate risk as the principal component of market risk.

The Alco is responsible for monitoring the interest rate risk. It carries specific responsibilities for monitoring the daily management of the financial position, on which it reports to the Executive Committee. It has a permanent

remit to maintain both the income sensitivity of the Net Interest Income and the market-value sensitivity of equity within set limits.

In its risk measurement and management, the Alco takes into account the various components of the interest rate risk contained in the balance sheet of the Issuer. These include the repricing risk (risk from interest rate mismatch between assets and liabilities), the yield curve risk (risk from non-parallel movement of the interest rate curve), the option risk (risk from the implicit and explicit options on the balance sheet) and the basic risk (risk arising from the use of various reference indexes on the basis of which the asset and liabilities products are repriced).

This option risk set out above includes both the risk deriving from explicit options (interest rate caps, swaptions and interest rate swaps to hedge the interest rate risk) and implicit options (related to the mortgage loan portfolio). In the ALM department these risks are monitored and managed by means of scenario analysis.

In order to keep market sensitivity within the risk appetite approved by the Board of Directors for the Issuer and within the legal limits, endogenous and exogenous, ALM hedges are concluded. In endogenous hedging, the control is exercised via the duration of the asset and liability balance sheet items. Exogenous hedging involves using derivative instruments to manage the interest rate risk. This exogenous hedging serves to supplement the permanent aim of a maximally endogenous management of the balance sheet. The combination of endogenous and additional exogenous ALM hedging ensures that the Issuer's commercial strategy fits entirely within the approved RAF.

For strategic reasons, the Argenta Group intends to diversify its dependence on interest income and interest rate trends. For this reason, a greater emphasis is being placed on fee business, particularly the sale of off-balance sheet products, where the financial risk is borne by the client. The addition of fee business (or "Investments") as a key market sector, alongside "Savings and payments", "Loans" and "Insurance", diversifies the Issuer's income and improves its earnings quality.

### **Spread widening risk**

The return on the investment portfolio is largely determined by the credit spread earned on the investments made. The evolution and fluctuations of the credit spread are often market driven and determined by factors other than those relating to the creditworthiness of the Issuer. These market risk factors induce spread widening risk.

Alongside the pure interest rate, they are the main driver of asset returns and the economic value of the investment portfolio.

The pursuit of a cautious investment policy, frequent monitoring of the fluctuations in the economic value of the investment portfolio and measuring the sensitivity of changes in credit spreads are therefore important pillars of healthy portfolio management.

The conduct of a sound investment policy is guided by a strict investment framework that determines, based on the creditworthiness of the Issuer, the permissible investment level and maximum maturity. This investment policy is shaped by a thorough analysis of the credit sectors and investment files and an active screening of market opportunities.

The evolution of the market value of the investment portfolio is monitored in the Alco. Credit spread sensitivity is calculated and monitored in the ICAAP and Own Risk & Solvency Assessment Process ("ORSA") framework and the credit quality of the investments is checked against asset quality limits defined in the RAF.

### **Equity risk**

From a strategic allocation perspective, equities complement the existing bond and loan portfolios and are intended to optimise the risk return profile of the portfolio. Within the investment framework and subject to compliance with strict investment criteria, the Issuer has the possibility to take equity positions into its investment

portfolio. The equity portfolio of the Issuer at 30 June 2022 was immaterial relative to the Issuer's own funds and balance sheet total.

### **Property risk**

The evolution of real estate prices has an influence on lending to individuals and also influences the credit risk through the giving of property as collateral. As a mortgage provider, the Issuer owns a concentration in lending to private individuals in Belgium and the Netherlands, more particularly in the form of retail mortgage lending. This makes the Issuer dependent on developments in the housing market.

In addition, the investment framework allows a portfolio of indirect investment properties to be maintained. These are not investments in buildings but loans to counterparties operating in real estate, within the context of a cautious credit policy. Within this limited framework, loans are granted to real estate counterparties.

These real estate investments are managed within a rigorous risk management framework, including limits on investment types and concentration.

### **Currency risk**

The Argenta Group only operates in the Benelux countries, holding investments that are exclusively denominated in euro, which explains the absence of currency risk. There is no intention to take positions in currencies other than euro in the near future.

#### *Credit risk management*

Credit risk is the risk of loss, or of adverse change in the financial situation, as a direct or indirect consequence of a decline in the creditworthiness of issuers (or guarantors) of securities, of counterparties and of debtors.

This risk arises in both traditional lending and in investment activities (other interest-bearing assets). It is linked to a large part to the Issuer's activities.

For the Issuer, there are essentially three segments of importance for credit risk: (i) the retail market and in particular the retail mortgage lending market (in both Belgium and the Netherlands), (ii) the investment portfolio, and (iii) the portfolio of loans to local and regional authorities and (selectively) to corporates. Credit risk management is therefore focused on these three segments.

In the retail segment, the Issuer's target group consists of individuals, families, self-employed persons and professionals having their usual place of residence in Belgium or the Netherlands and wishing to take out loans for mainly non-professional purposes.

The most important elements of risk management are the Acceptance and Authorisation Framework for granting of loans, including set limits for creditworthiness, monitoring procedures and a monthly follow-up of the credit risk indicators.

This governance is supported by the operation of the Retail Credit Risk Committee, reporting to the executive committee and to the Risk Committee of the board of directors.

The non-retail investment framework focuses on strong counterparty quality, with a focus on diversification into investments in companies, in indirect real estate and in positions in securities issued by or loans to local authorities and public sector entities.

The application and practical implementation of the investment policy is also supported by the Investment Committee, in which representatives of the Executive Committee (in the case of escalation), Treasury and Investment Management and the Credit Risk Analysis department in the first line, and Risk in the second line, discuss and decide on investment issues.



The internal investment framework establishes which bonds and which ratings may be considered for investment. The ratings of all fixed-income securities are then systematically monitored. If, after purchase, the rating of a bond drops below the set minimum rating requirement, the bonds concerned will be discussed again by the Alco and the RO. The Alco, and consequently the Issuer's Executive Committee, must then make an explicit judgment on whether or not to maintain the position. The positions maintained are also reported to the Risk Committee of the board of directors.

The Issuer has opted, for its mortgage lending, subject to non-material exceptions, and for banking and corporate counterparties, to use internal ratings and to calculate its own capital requirements using the Internal Ratings Based (Foundation) method ("**IRB(F) method**"). This means that a risk category is assigned to each loan when granted. To this end, the Bank Pool has, where applicable, itself developed models. A distinction is made between models for the probability of default ("**PD**") and the loss given default ("**LGD**"). For the retail credit portfolios, for which an internal rating based system has been selected, both a PD model and an LGD model have been developed. Every month, the PD and LGD models are applied to the total mortgage loan portfolio in order to calculate the capital requirement for unforeseen losses. For banking and corporate counterparties, this is a Foundation Internal Ratings Based ("**FIRB**") approach, where only a PD model has been developed.

#### *Climate risk management*

As a result of the publication of the ECB's "Guide on climate-related and environmental risks – Supervisory expectations relating to risk management and disclosure", the Issuer has defined an action plan to integrate climate risk in its existing risk governance framework. The Issuer is in the process of implementing this action plan and has taken important steps in incorporating climate-related and environmental risks as drivers of existing risk categories in the Issuer's risk management framework, and identifying and qualifying these risk within the overall processes of ensuring capital adequacy (stress-testing).

#### *Non-financial risk management*

In addition to liquidity risk, market risk, credit risk and climate risk the risk cartography as to financial risks contains 8 risk types, including capital risk, business risk, model risk and underwriting risk (the latter solely for the insurance company).

All businesses carrying out activities of any kind have to contend with non-financial risks. Financial institutions and groups, such as the Argenta Group, are no exception.

The Argenta Group's activities depend on the ability to process a very large number of transactions efficiently, accurately and in accordance with internal policies and external legislation and regulations. Non-financial risks and losses result from inadequate or failed internal processes (such as processes not aligned with the legal requirements), human actions (including fraud and employee errors) and systems (such as system failure) or due to external events (such as natural disasters or malfunctions of external systems, including those of the Argenta Group's suppliers or counterparties). The impact may consist of financial or reputational loss.

The fairly limited number of products and services of the Issuer and Aras allows the non-financial risks to be kept limited. Although the Argenta Group has taken measures to control the risks and limit any losses, as well as earmarking substantial funds for the development of efficient procedures and staff training, it is impossible to implement procedures that allow the Argenta Group to exclude all these non-financial risks in a completely effective manner. Within the overall RAF these risks too are managed in a structured way.

The risk appetite and risk appetite statements for non-financial risks with risk limits is an integral part of the Non-Financial Risk Management ("**NFRM**") policy (including the calculation of capital requirement for operational risks, with complementary scenario analyses performed here).

The quarterly reporting on non-financial risks includes at least the following elements:

Operational incidents occurring and producing financial and/or reputational loss are recorded in an incident & loss database (Pentana), classified by department, sub-domain, activity, Basel risk category and cause.

Non financial risks are moreover actively tracked using a set of “Risk Profiles” based on the risk cartography (containing 12 NFR risk types being sourcing risk, human resources risk, information security & cyber risk, compliance risk, legal (including regulatory) risk, fraud risk, data management risk, strategic & change risk, business continuity risk, brand (including reputational) & sustainability risk, IT risk and process risk) and additional “Key Risk Indicators”, which are evaluated quarterly at the Group Risk Committee Non Financial Risk (“GRC NFR”) and (gradually) included in the RAF reporting. In accordance with Argenta’s Governance Memorandum and Policy on Non Financial Risks, these risks are reported to and discussed at the GRC NFR, the ExCom and the Risk Committee of the Board of Directors.

At least once a year each department within the Argenta Group formally evaluates its internal control maturity (“**COSO evaluation**”). The maturity score is obtained by completing the COSO questionnaire (supported by requested supporting documents). COSO is the Committee of Sponsoring Organisations of the Treadway Commission. The questionnaire is based on the international COSO framework and asks questions about the various COSO components, including control environment, risk management and control measures. This COSO maturity score also forms the basis for one of the qualitative RAF limits.

In addition, every year a scenario analysis is done, where Executive Committee members define general business-wide scenarios that can have a major impact on the entities of the Argenta Group. These scenarios are used for the calculation of capital under ICAAP and ORSA.

### **Strategic risk**

Strategic risk is the risk of loss or of adverse change in the financial situation as a direct or indirect result of business decisions, implementation of decisions, or lack of responsiveness to changing market conditions (both commercial and financial).

The Argenta Group makes resources available for achieving the strategic objectives as defined in the business strategy. These resources include communication channels, systems, human resources, networks, and management time and skills. The strategic goals are defined by the executive committee, approved by the board of directors, and monitored on a regular basis.

The ultimate fulfilment of the business strategy depends on the adequacy of the resources made available and on the way these resources are used.

### **Reputational risk**

The Argenta Group is constantly exposed to the risk of loss or of adverse change in its financial situation resulting, directly or indirectly, from changes in its reputation or standing caused by an altered perception of its image by its various stakeholders (including customers, counterparties, shareholders and regulators).

### **Regulatory risk**

The regulatory risk is the risk of loss or adverse change in the financial situation, as a direct or indirect result of future legislative or regulatory changes. Wherever it operates, the Argenta Group and its entities are subject to the laws, regulations, administrative measures and policy regulations governing the provision of financial services.

Changes in the supervisory framework and regulations may affect the activities, products and services that the entities of the Argenta Group offer or the value of its assets. Although the entities of the Argenta Group work in close dialogue with the regulators and continuously monitor the situation and future changes to the regulations, policy here can be unpredictable.

## MANAGEMENT AND SUPERVISORY BODIES

### Introduction

The Belgian Banking Law puts a lot of emphasis on a solid and efficient organisation of credit institutions, and introduces a dual governance structure at management level, specialised advisory committees within the board of directors (audit committee, risk committee, remuneration committee and nomination committee), independent control functions, and strict remuneration policies (including limits on the amount of variable remuneration, the form and timing for vesting and payment of variable remuneration, as well as claw-back mechanics).

The Belgian Banking Law makes a fundamental distinction between the management of banking activities, which is within the competence of the executive committee, and the supervision of management and the definition of the credit institution's general and risk policy, which is entrusted to the board of directors. In accordance with the Belgian Banking Law, the Issuer has an executive committee of which each member is also a member of the board of directors.

Pursuant to the Belgian Banking Law, the members of the executive committee and the board of directors need to permanently have the required professional reliability and appropriate experience. The same goes for the responsible persons of the independent control functions. The fit and proper standards have been further elaborated by the NBB in a Circular of 18 September 2018 (Circular NBB\_2018\_25 / Suitability of directors, members of the management committee, responsible persons of independent control functions and senior managers of financial institutions). On 2 July 2021, the European Banking Authority (the “**EBA**”) and ESMA published their revised final joint Guidelines on the assessment of the suitability of members of the management body and key function holders, taking into account the amendments introduced by the revised Capital Requirements Directive (the “**CRD V**”) and the Investment Firms Directive (the “**IFD**”), and their effect on the assessment of the suitability of members of the management body, in particular with regard to money laundering and financing terrorism risks, and gender diversity. These new guidelines have been transposed by the NBB by virtue of two Circulars of 16 November 2021 (Circular NBB\_2021\_27 / EBA Guidelines of 2 July 2021 on the assessment of the suitability of members of the management body and key function holders; Circular NBB\_2021\_28 / EBA Guidelines of 2 July 2021 on internal governance under Directive 2013/36/EU). These new guidelines have applied to competent authorities across the EU as well as to institutions (including the Issuer) on a solo and consolidated basis since 31 December 2021.

Although it is incumbent first and foremost upon the financial institutions themselves to select and retain the right people, the suitability assessment is part of the prudential supervision carried out by the NBB and, where applicable, the ECB.

### Board of directors

The boards of directors of the companies of the Argenta Group have similar structures. They include in each case:

- the members of the executive committee of the company concerned (the executive directors);
- a number of independent directors; and
- a number of directors representing the family shareholder (together with the independent directors, the non-executive directors).

The number of directors for each board of directors should, preferably, not exceed fifteen.

Members of the board of directors must be natural persons.

In principle, directors' mandates are for six years and are renewable. The following age limits apply to directors:

- executive directors are legally required to resign on reaching the age of 65;
- non-executive directors resign automatically on reaching the age of 70 years;
- directors reaching the age limits may continue to exercise their mandates until a successor is appointed.

The board of directors are composed in such a way that none of the three groups (the directors representing the family shareholder, the independent directors and directors who are members of the Executive Committee) are in the majority, whereas the non-executive directors (being the directors representing the family shareholder together with the independent directors) are in the majority.

The independent directors are appointed in view of attracting competences in the core activities of the Argenta Group, being banking and insurance. Independent directors must demonstrate extensive experience in at least one of these core areas, in the course of former or current employment. They must meet all the requirements as stipulated in Article 7:87, §1 of the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*).

The boards of directors of the Parent, the Issuer and Aras have a number of independent directors. At least one independent director of the Issuer is not a director in Aras, and likewise.

On the date of this Base Prospectus, the board of directors of the Issuer consists of 13 directors, as listed below:

Name	Function	Expiry date of current term of office	External mandates (outside the Issuer)
Marc van Heel	Chairman	General shareholders meeting of 2023	Chairman of the Parent; and Chairman of Argenta Assuranties NV.
Bart Van Rompuy	Non-executive director	General shareholders meeting of 2026	Director of Argenta Assuranties NV; Director of Investar NV; and Director of the Parent.
Baudouin Thomas	Independent director	General shareholders meeting of 2024	Director of Argenta Assuranties NV; Manager of BTH Consulting BV; Director Tender Experts BV (as permanent representative of BTH Consulting BV); Director Reimagine (as permanent representative of BTH Consulting BV); and Director of the Parent.
Raf Vanderstichele	Independent director	General shareholders meeting of 2024	Director of the Parent; and Manager of Korora BV;
Carlo Henriksen	Independent director	General shareholders meeting of 2023	Director of the Parent; and Director of Donorinfo, public utility foundation and Director of Cofena, public utility foundation

Cynthia Van Hulle	Non-executive director	General shareholders meeting of October 2026	Director of the Parent; Director of Argenta Assuranties NV; Director of Argenta Coöperatieve CV; Director of WDP NV; and Director of Miko NV.
Marie-Anne Haegeman	Non-executive director	General shareholders meeting of 2025	Director of the Parent; Director of Argenta Assuranties NV; and Director of Euroclear Bank NV.
Marc Lauwers <sup>10</sup>	Executive director	General shareholders meeting of 2023	Director of the Parent; Director of Argenta Assuranties NV; and Chairman of Argenta Asset Management SA.
Geert Ameloot	Executive director	General shareholders meeting of 2028	Director of the Parent; and Director of Argenta Assuranties NV.
Gert Wauters	Executive director	General shareholders meeting of 2028	Director of the Parent; Director of Argenta Assuranties NV; and Director of Argenta Asset Management SA.
Inge Ampe	Executive director	General shareholders meeting of 2024	Director of Argenta Assuranties NV.
Ann Brands	Executive director	General shareholders meeting of 2028	Director of Argenta Assuranties NV.
Brigitte Buyle	Executive director	General shareholders meeting of 2028	Director of Argenta Assuranties NV.

The business address for the members of the board of directors is Belgiëlei 49-53, 2018 Antwerp, Belgium.

<sup>10</sup> It is currently planned that Marc Lauwers will retire as executive director and CEO of the Issuer and will be replaced by Peter Devlies. The exact date of succession is not yet known as Peter Devlies is yet to be formally appointed by the general assembly of the Issuer and such appointment is subject to regulatory approval.

## **Executive committee**

The executive committee of the Parent stipulates the limits within which the various companies of the Argenta Group can operate and exercise their responsibilities.

The executive committee of the Parent consists of a Chairman of the Executive Committee (CEO), a Chief Financial Officer (CFO) and a Chief Risk Officer (CRO). The executive committee of the Issuer currently consists of a Chairman of the Executive committee (CEO), a Chief Financial Officer (CFO), a Chief Risk Officer (CRO), a Chief Operations Officer (COO), a Chief Commercial Officer (CCO) and a Chief Information Officer (CIO). These six members are also part of, and exercise the same functions in, the executive committee of Aras. Policy decisions related to corporate social responsibility (including economic, environmental and social impact) are monitored directly by the CEO.

The executive committees of the Parent, the Issuer and Aras are composed of executive directors with considerable banking and/or insurance experience, or a considerable training and/or experience in relation to bank management, as well as management skills.

The Issuer's executive committee consists of the following members:

Marc Lauwers<sup>11</sup>, CEO;  
Geert Ameloot, CFO;  
Gert Wauters, CRO;  
Inge Ampe, CCO;  
Ann Brands, COO; and  
Brigitte Buyle, CIO.

The business address for the members of the Executive Committee is Belgiëlei 49-53, 2018 Antwerp, Belgium.

## **Audit and risk committees**

Argenta Group has separate audit and risk committees within the respective boards of directors of the Issuer and Aras. At the Issuer, both committees are chaired by an independent non-executive director not belonging to the board of directors of Aras.

The group level control functions of the Parent are overseen by the Issuer's Audit Committee and Risk Committee set up within its board of directors.

On the date of this Base Prospectus, the Issuer's audit committee consists of the following members:

Raf Vanderstichele (chairman);  
Marc van Heel (ad interim) and  
Baudouin Thomas.

On the date of this Base Prospectus, the Issuer's risk committee consists of the following members:

Carlo Henriksen (chairman);  
Bart Van Rompu;  
Raf Vanderstichele;  
Marc van Heel; and  
Baudouin Thomas.

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<sup>11</sup> It is currently planned that Marc Lauwers will retire as executive director and CEO of the Issuer and will be replaced by Peter Devlies. The exact date of succession is not yet known as Peter Devlies is yet to be formally appointed by the general assembly of the Issuer and such appointment is subject to regulatory approval.

## Remuneration Committee and Nomination Committee

One Remuneration committee and one Nomination committee are active within the Argenta Group. These are set up within the board of directors of Argenta Group. Based on a waiver granted by the supervisory authority, they operate at group level. No separate nomination committees have been set up within the boards of directors of either the Issuer or Aras.

The Remuneration Committee is composed of a chairman and two members and advises on the remuneration policy of the members of the board of directors, of those employees whose professional activities can have a material impact on the Argenta Group (the “**identified staff**”) and on that of all other employees of the Argenta Group. It monitors the evolution of compensation within the Argenta Group, ensures that the remuneration policy promotes a solid risk culture and makes general recommendations to the board of directors. For this, it also examines annually whether the remuneration of the employees and staff within the Argenta Group is in line with the remuneration policy.

The Nominations Committee is composed of a chairman and two members and is tasked with assisting the boards of directors of the different companies of the Argenta Group, advising them on assuming their responsibilities and on taking the necessary decisions with regard to the composition, structure and functioning of the board and of the executive committee. For this, the Nominations Committee examines the performance of the Boards of directors and of the executive committees of the companies of the Argenta Group, as well as the performance of the individual members, and prepares the succession planning in the two bodies.

## The Group Oversight Committee

The Argenta Group has a Group Oversight Committee at the level of the Parent. The committee is chaired by Baudouin Thomas.

On the date of this Base Prospectus, the Group Oversight Committee consists of the following members:

Baudouin Thomas (chairman);  
Marc van Heel; and  
Bart Van Rompuy.

## Banking Supervision

### *Introduction*

The Issuer is a duly licensed Belgian credit institution, and is under the supervision of the National Bank of Belgium (the “**NBB**”) for prudential matters, the Belgian Financial Services and Markets Authority (the “**FSMA**”) with regard to conduct of business rules and financial market supervision, and the European Central Bank (the “**ECB**”) acting as the supervisory authority for prudential supervision of significant financial institutions.

### *Supervision and regulatory framework*

The regulatory framework relevant to the Issuer includes:

- The prudential requirements under Basel III, which have been implemented in the EU through the adoption of Regulation (EC) nr. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (“**CRR**”) and Directive 2013/36/EC of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (“**CRD**”, and together with the CRR, “**CRD IV**”).
- Regulation (EC) nr. 1024/2013 of the Council of 15 October 2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions (“**Single Supervisory**”).

**Mechanism**” or “**SSM**”) conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions. Under the SSM, the ECB has assumed certain supervisory responsibilities in relation to the Issuer, which were previously handled by the NBB. The ECB may interpret the applicable banking regulations, or exercise discretions given to the regulator under the applicable banking regulations, in a different manner than the NBB.

- Regulation 806/2014 of the European Parliament and the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Bank Resolution Fund and amending Regulation (EU) No 1093/2010 of the European Parliament and the Council (“**Single Resolution Mechanism Regulation**” or “**SRMR**”). The Single Resolution Mechanism Regulation entered into force on 19 August 2014 and applies to credit institutions which fall under the supervision of the ECB (i.e., including the Issuer). The SRMR has established a Single Resolution Board (“**SRB**”) which, since 1 January 2016, is the authority in charge of vetting resolution plans and carrying out the resolution of a credit institution that is failing or likely to fail. The Single Resolution Board will act in close cooperation with the European Commission, the European Central Bank and the national resolution authorities (including the resolution college of the NBB within the meaning of Article 21ter of the Act of 22 February 1998 establishing the organic statute of the National Bank of Belgium). The Single Resolution Board established by Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 together with the resolution college of the NBB (where applicable) and/or any other authority entitled to exercise or participate in the exercise of the bail-in power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation) is hereinafter referred to as the “**Relevant Resolution Authority**”. Moreover, the SRMR established a Single Resolution Fund (“**SRF**”) which will be built up with contributions of the banking sector to provide funding support for the resolution of credit institutions. The overall aim of the SRMR is to ensure an orderly resolution of failing banks with minimal costs to taxpayers and the real economy.
- Directive 2014/59/EC of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, which provides for a framework for the recovery and resolution of credit institutions and investment firms (“**BRRD**”), implemented in Belgian law through the Belgian Banking Law. The aim of the BRRD is to provide supervisory and resolution authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers’ exposure to losses.
- Furthermore, changes are also being made to the International Financial Reporting Standards (“**IFRS**”).

On 7 December 2017, the Basel Committee announced a final agreement on the finalisation of Basel III (commonly referred to as Basel IV). This will result in an increase of the capital requirements for CET1 from 2022 onwards. Such impact can initially be assessed at 1% to 1.25% of CET1 ratio, based on the current agreement. This estimation is subject to the transposition of the international agreement in EU legal framework, the discretion of the macro prudential authority to mitigate the impact of different measures and the forthcoming structure of the balance sheet. In the event that the European authorities when transposing Basel IV were to deviate from this final agreement, the Issuer’s solvency position could be impacted. In the event that the separate discussions at the level of the Basel Committee on Banking Supervision regarding sovereign and public exposures were to lead to an agreement on these matters, this could also materially affect the Issuer’s capital requirements.

A series of measures referred to as the “**Banking Reform Package**” have been agreed in April 2019 and aim to further reduce risks in the banking sector by reinforcing further banks' ability to withstand potential shocks. The Banking Reform Package was published in the Official Journal of the EU on 7 June 2019 (and came into force on 27 June 2019) and this package updates the framework of harmonised rules established following the financial crisis and introduces changes to the CRR, the CRD, the BRRD and the SRMR. The Banking Reform Package has formally been transposed into Belgian law by amending the Belgian Banking law.



On 28 April 2020 the European Commission adopted a banking package aimed at facilitating bank lending to support the economy and help mitigate the economic impact of COVID-19. The European Commission proposed a few targeted “quick fix” amendments to the EU's banking prudential rules in the CRR in order to maximise the ability of banks to lend and absorb losses related to COVID-19. Pursuant to Regulation (EU) 2020/873 of the European Parliament and of the Council of 24 June 2020 amending Regulations (EU) No 575/2013 and (EU) 2019/876 (the “**CRR Quick Fix**”), the date of application of a number of requirements under the CRR, such as the leverage ratio buffer, has now been deferred to 1 January 2023.

On 27 October 2021, the European Commission has adopted a review of the CRR and the CRD (the “**2021 Banking Package**”) in order to ensure that European banks become more resilient to potential future economic shocks, while contributing to Europe’s recovery from the COVID-19 pandemic and the transition to climate neutrality.

### ***Belgian Banking Law***

The Belgian Banking Law implements various European Directives and Regulations, including but not limited to CRD IV and BRRD, as well as various measures which have been introduced since the financial crisis.

The Issuer is required to meet certain capital and liquidity requirements under CRD IV. Such requirements have been gradually phased in and have an impact on the Issuer and its operations, as it imposes higher capital requirements. Any failure of the Issuer to maintain such increased capital and liquidity ratios could result in administrative actions or sanctions.

As set out above, in accordance with the Banking Reform Package, some further changes to the capital requirement rules, known as “**CRD V**” have been adopted. Under this package, the leverage ratio (“**LCR**”) and the net stable funding ratio (“**NSFR**”) will become binding. The LCR is defined as the unencumbered stock of high quality liquid assets relative to the total net cash outflows over a 30 day time period. The NSFR is defined as the amount of available stable funding relative to the amount of required stable funding. These ratios must at all times be equal to or greater than 100%. As of 30 June 2022, the Issuer’s consolidated LCR stood at 197%, and its NSFR was 145%.

The counter-cyclical capital buffer, which aims to protect the Issuer against future losses, while maintaining the extension of credit to the economy and avoiding the build-up of systemic risk, is determined on a quarterly basis by the NBB, based on indicators specified in the Belgian Banking Law. The NBB decided to set the countercyclical buffer percentage at 0% for Belgian counterparties. The countercyclical buffer for the Issuer is less than 1 bp in case all current countercyclical buffers already in place are added. The buffer is determined by the buffer rates introduced by each European designated authority and the relative exposures of the Issuer in each specific country. During the COVID-19 crisis, many countries have released, reduced, or delayed planned increases in their countercyclical capital buffers. The NBB has opted to continue this policy in light of, among other things, the economic and financial fall-out of the war in Ukraine.

The Issuer will also be subject to a leverage ratio of 3% for institutions as a backstop measure alongside current risk-based regulatory capital requirements. In light of the COVID-19 crisis, the CRR Quick Fix has deferred the date of application of the leverage ratio buffer requirement to 1 January 2023.

The Issuer’s capital conservation buffer was phased in and amounts to 2.50% as from 1 January 2021. The capital conservation buffer is designed to ensure that banks build up capital buffers outside periods of stress which can be drawn down as losses are incurred.

Article 14 of the fourth Appendix of the Belgian Banking Law also allows the NBB to impose an additional capital buffer on domestic systemically important institutions, and which may be set at an amount up to 3% CET1. As from 1 January 2018, the Issuer is subject to an additional capital buffer of 0.75%. On 1 December 2021, the NBB has confirmed that this additional capital buffer will be maintained at this level for the year 2022.

The Issuer's pillar 2 requirement (P2R) under the Supervisory Review and Evaluation Process (SREP) currently amounts to 1.50%.

### ***European resolution regime***

The BRRD grants powers to resolution authorities that include (but are not limited to) a statutory "write-down and conversion power" in relation to Tier 1 capital instruments and Tier 2 capital instruments and a "bail-in" power in relation to eligible liabilities (as defined in Article 2(1)(71) BRRD (transposed into Article 242, 10° of the Belgian Banking law), i.e., the liabilities and capital instruments that do not qualify as common equity tier 1, additional tier 1 capital instruments of tier 2 capital instruments and that are not excluded from the scope of the bail-in power by virtue of Article 44 (2) BRRD. These powers allow the Relevant Resolution Authority to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities of a failing financial institution and/or to convert certain debt claims into another instrument of ownership, including ordinary shares of the Issuer, if any. The "write down and conversion" and "bail-in" powers are part of a broader set of resolution powers provided to the resolution authorities under the BRRD in relation to distressed credit institutions and investment firms. These resolution tools include the ability for the resolution authorities to force, in certain circumstances of distress, the sale of a credit institution's business or its critical functions, the separation of assets, the replacement or substitution of the credit institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including amending the maturity date, any interest payment date or the amount of interest payable and/or imposing a temporary suspension of payments) and/or discontinue the listing and admission to trading of debt instruments issued by the credit institution.

In accordance with the Banking Reform Package as published in June 2019, the resolution framework has also been amended. In particular, significant details on the criteria related to "eligible liabilities" have been added, together with the methodology for determining the MREL for a particular bank and the way in which information is reported and disclosed.

The Belgian Banking Law has transposed the BRRD into Belgian law. Please see below for a description of the Belgian bank recovery and resolution regime.

### ***Belgian Bank Recovery and Resolution regime***

Under the Belgian bank recovery and resolution regime, the supervisory authorities are able to take a number of measures (*herstelmaatregelen/mesures de redressement*) in respect of any credit institution it supervises if deficiencies in such credit institution's operations are not adequately remedied. In case these measures are not complied with by the credit institution, or if the credit institution's situation has not improved after implementation of such measures, the supervisory authorities can take exceptional measures (*uitzonderlijke herstelmaatregelen/mesures de redressement exceptionnelles*). Such measures include: the imposition of additional requirements in terms of solvency, liquidity, risk concentration and the imposition of other limitations; requesting limitations on variable remuneration; the appointment of a special commissioner whose consent is required for all or some of the decisions taken by the institution's corporate bodies; the complete or partial suspension or prohibition of the institution's activities; the requirement to transfer all or part of the institution's participations in other companies; replacing the institution's directors or managers; and revocation of the institution's license, the right to impose the reservation of distributable profits, or the suspension of discretionary payments or interest payments to holders of additional tier 1 capital instruments.

Furthermore, the Relevant Resolution Authority can impose specific measures on an important financial institution (including the Issuer, and whether systemic or not) when the Relevant Resolution Authority is of the opinion that (a) such financial institution has an unsuitable risk profile or (b) the policy of the financial institution can have a negative impact on the stability of the financial system.

The Belgian Banking Law allows the Relevant Resolution Authority to take resolution actions (please see the paragraph on European Resolution Regime above). Such powers include the power to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent

of the shareholders or complying with procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a “bridge institution” (an entity created for that purpose which is wholly or partially in public control), (iii) separate assets by transferring impaired or problem assets to a bridge institution or one or more asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down and (iv) apply the bail-in power. The bail-in power allows the Relevant Resolution Authority to decide to write down or convert into shares or other proprietary instruments all or part of a credit institution’s eligible liabilities, as defined above, in order to (i) recapitalise the credit institution to the extent sufficient to restore its ability to comply with its licensing conditions and to continue to carry out the activities for which it is licensed and to sustain sufficient market confidence in the institution, or (ii) convert or reduce the principal amount of debt instruments that are transferred to a bridge institution with a view to providing capital for that bridge institution or as part of a sale of the business or transfer of assets.

For the avoidance of doubt, the obligations of the Issuer under the Mortgage Pandbrieven cannot be made subject to bail-in. Furthermore, based on article 286 of the Belgian Banking Law, the Relevant Resolution Authority cannot order the partial transfer, amendment or termination of the Issuer’s obligations under the Mortgage Pandbrieven.

The Special Estate could be transferred to a third party as a result of the application of the resolution tools (afwikkelingsinstrumenten/instruments de résolution) taken in accordance with Book II, Title VIII of the Belgian Banking Law. The Belgian Banking Law provides that, in the case of such a transfer, the rights of the noteholders against the Special Estate will be maintained and will follow the Special Estate.

The Relevant Resolution Authority must write down or convert all Tier 1 Capital instruments and Tier 2 Capital instruments at the institution’s point of non-viability (i.e., the point at which the relevant authority determines that the institution meets the conditions for resolution or would cease to be viable (within the meaning of Article 251 of the Belgian Banking Law) if those capital instruments were not written down or converted or at least together with, the application of any resolution tool (including the exercises of the bail-in powers)) and in other limited circumstances set out in Article 250 of the Belgian Banking Law.

In addition, all Tier 1 Capital instruments and the Tier 2 Capital instruments must be written down or converted before, or at least together with, the application of any resolution tool as set out above (including the exercise of the bail-in powers) if deemed necessary in order to avoid the institution or group becoming non-viable.

When applying the bail-in tool, the Relevant Resolution Authority takes one or both of the following actions in respect of shareholders and holders of other proprietary instruments:

1. cancel existing shares or other proprietary instruments or transfer them to bailed-in creditors;
2. provided that the institution under resolution has a positive net value, dilute existing shareholders and holders of other proprietary instruments as a result of the conversion into shares or other proprietary instruments of relevant capital instruments issued by the institution pursuant to the Resolution Authority’s conversion power or eligible liabilities issued by the institution under resolution. Such conversion shall be conducted at a rate of conversion that severely dilutes existing holdings of shares or other proprietary instruments.

For the purposes of the Relevant Resolution Authority’s bail-in powers, credit institutions must at all times meet robust minimum requirements for own funds and eligible liabilities (“MREL”) so that there is sufficient capital and liabilities available to recapitalise failing credit institutions.

As at 30 June 2022, the MREL ratio was reported in terms of Leverage Ratio Exposure (“LRE”) and amounted to 7.99% compared to an intermediate target of 7.00%. The subordinated MREL ratio amounted to 7.08% compared to an intermediate target of 6.63%. Both targets will move towards a final target of 7.57% in 2024.

Pursuant to Article 267/5, §1 Belgian Banking Law, eligible liabilities shall be included in the amount of own funds and eligible liabilities if they satisfy the conditions set out in Article 72a, 72b (except §2(d)) and 72c of the CRR.

The draft technical standards on the criteria for determining the minimum requirement for own funds and eligible liabilities currently do not provide details on the implications of a failure by an institution to comply with its MREL requirements. However, if the approach set out by the Financial Stability Board (“FSB”) in respect of the Total Loss-Absorbing Capacity (“TLAC”) for Global Systemically Important banks (“G-SIBs”) is adopted in respect of MREL, there is a possibility that a failure by an institution to comply with MREL could be treated in the same manner as a failure to meet minimum regulatory capital requirements. Accordingly, a failure by the Issuer to comply with its MREL requirement may have a material adverse effect on the Issuer’s business, financial conditions and results of operations. The Issuer is not a G-SIB as defined under term sheet published by the FSB on 9 November 2015 (the “FSB TLAC Term Sheet”) and is therefore currently not subject to the FSB TLAC Term Sheet.

As indicated above, the Banking Reform Package has been adopted and amends the BRRD. This reform package introduces the concepts "resolution entity" and "resolution group" and also allows authorities to suspend certain contractual obligations of institutions and entities for a maximum of two days.

### **Conflicts of interest**

The Issuer confirms that there are no potential conflicts of interests between any duties to the Issuer of the members of the board of directors and/or the executive committee, and their private interests.

The Issuer further confirms that there are no potential conflicts of interests that are material to the issuance of the Mortgage Pandbrieven, between any of the members of the board of directors and/or the executive committee, and their duties pursuant to the issuance of the Mortgage Pandbrieven.

The Argenta Group has a conflict of interest policy in place, which can be consulted on the website of the Issuer, [www.argenta.be](http://www.argenta.be).

## **GOVERNMENTAL, LEGAL AND ARBITRATION PROCEEDINGS**

There are no governmental, legal and arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the twelve months preceding the date of this Base Prospectus which may have, or have had in the recent past significant effects on the Issuer’s and/or the Argenta Group’s financial position or profitability.

## **TREND INFORMATION**

### **Material adverse changes**

There have been no material adverse changes in the prospects of the Issuer since 30 June 2022 (the date of its latest published audited financial statements).

### **Known trends, uncertainties, demands, commitments or events**

Inflation is high due to the war between Ukraine and Russia, making commodities scarce and energy prices very high. In addition, the weakened euro is also causing imported inflation. If the labor market remains as tight, a wage-price spiral could occur. However, the unemployment figures for the Eurozone show no signs of weakening.

Monetary policy in the Eurozone has started with tightening, but it remains insufficient to fight inflation. Real interest rates are well below inflation expectations.

The combination of high inflation and high energy prices, may negatively impact credit impairments.

## **MATERIAL CONTRACTS**

There are no material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in any member of Argenta Group (including the Issuer) being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Mortgage Pandbrieven being issued.

## COMMON REPORTING STANDARD – EXCHANGE OF INFORMATION

Following recent international developments, the exchange of information is governed by the Common Reporting Standard (“CRS”). As of 31 January 2022, the total of jurisdictions that have signed the multilateral competent authority agreement (“MCAA”) amounted to 115. The MCAA is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications.

The MCAA entered into force in 2017 in 49 jurisdictions, including Belgium (the so-called early adopters). Income relating to income year 2016 were hence the first to be automatically exchanged by said early adopters. More than 50 jurisdictions have committed to exchange information as from 2018, 2 jurisdictions as from 2019 and 7 jurisdictions as from 2020. Under CRS, financial institutions resident in a CRS country are required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which include trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

On 9 December 2014, EU Member States adopted Directive 2014/107/EU on administrative cooperation in direct taxation (“DAC2”), which provides for mandatory automatic exchange of financial information as foreseen in CRS. DAC2 amends the previous Directive on administrative cooperation in direct taxation, Directive 2011/16/EU and replaces the EC Council Directive 2003/48/EC on the taxation of savings income (commonly referred to as the “Savings Directive”) as from 1 January 2016. Austria has been nonetheless allowed to exchange information under DAC2 as from 1 January 2017.

On 27 May 2015, Switzerland signed an agreement with the European Union in order to implement, as from 1 January 2017, an automatic exchange of information based on the CRS. This new agreement replaces the agreement on the taxation of savings that entered into force in 2005. As of 1 January 2017, financial institutions in the EU and Switzerland apply the due diligence procedures envisaged under the new agreement to identify customers who are reportable persons, i.e., for Switzerland residents of any EU Member State. This data was exchanged for the first time in autumn 2018.

The Belgian government has implemented DAC2, respectively the CRS pursuant to the law of 16 December 2015 on the exchange of information on financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes (the “**Law of 16 December 2015**”).

As a result of the Law of 16 December 2015, the mandatory automatic exchange of information applies in Belgium (i) as of income year 2016 (first information exchange in 2017) towards the EU Member States (including Austria, irrespective of the fact that the automatic exchange of information by Austria towards other EU Member States is only foreseen as of income year 2017), (ii) as of income year 2014 (first information exchange in 2016) towards the US and (iii), with respect to any other non-EU States that have signed the MCAA, as of the respective date determined by Royal Decree. In a Royal Decree of 14 June 2017, it has been provided that the mandatory automatic exchange applies (i) as of income year 2016 (first information exchange in 2017) for a first list of 18 countries, (ii) as of income year 2017 (first information exchange in 2018) for a second list of 44 countries, (iii) as of income year 2018 (first information exchange in 2019) for a third list of 1 country and (iv) as of income year 2019 (first information exchange in 2020) for a fourth list of 6 countries.

Investors who are in any doubt as to their position should consult their professional advisers.

## THE PROPOSED EU FINANCIAL TRANSACTION TAX

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each a “**participating Member State**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Mortgage Pandbrieven (including secondary market transactions) in certain circumstances. The issuance and subscription of the Mortgage Pandbrieven should, however, be exempt since the FTT should not apply to (inter alia) primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006, including the activity of underwriting and subsequent allocation of financial instruments in the framework of their issue.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Mortgage Pandbrieven where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

In 2019, Finance Ministers of the participating Member States participating in the enhanced cooperation indicated that they were discussing a new FTT proposal based on the French model of the tax and the possible mutualization of the tax as a contribution to the EU budget.

According to the latest draft of this new FTT proposal (submitted by the German government), the FTT would be levied at a rate of at least 0.2 per cent. of the consideration for the acquisition of ownership of shares (including ordinary and any preference shares) admitted to trading on a trading venue or a similar third country venue, or of other securities equivalent to such shares (“**Financial Instruments**”) or similar transactions (e.g. an acquisition of Financial Instruments by means of an exchange of Financial Instruments or by means of a physical settlement of a derivative). The FTT would be payable to the Participating Member State in whose territory the issuer of a Financial Instrument has established its registered office. According to the latest draft of the new FTT proposal, the FTT would not apply to straight notes.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or other Participating Member States may decide to withdraw.

In any event, the European Commission declared that, if there is no agreement between the participating Member States by the end 2022, it will endeavour to propose a new own resource, based on a new FTT, by June 2024 in view of its introduction by 1 January 2026.

## BELGIAN TAXATION ON THE MORTGAGE PANDBRIEVEN

*The following is an overview of the main Belgian tax consequences of acquiring, holding, redeeming and/or disposing of the Mortgage Pandbrieven. It is restricted to the matters of Belgian taxation stated herein and is intended neither as tax advice nor as a comprehensive description of all Belgian tax consequences associated with or resulting from any of the aforementioned transactions. Prospective investors are urged to consult their own tax advisors concerning the detailed and overall tax consequences of acquiring, holding, redeeming and/or disposing of the Mortgage Pandbrieven, including under the laws of their countries of citizenship, residence, ordinary residence or domicile.*

*The overview provided below is based on the information provided in this Base Prospectus and on Belgium's tax laws, regulations, resolutions and other public rules with legal effect, and the interpretation thereof under published case law, all as in effect on the date of this Base Prospectus and with the exception of subsequent amendments with retroactive effect. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Prospective investors should be aware that tax laws of the investor's own tax jurisdiction and of the Issuer's Member State of incorporation might have an impact on the income received from the Mortgage Pandbrieven.*

*For the purpose of the overview below, a Belgian resident is, (a) an individual subject to Belgian personal income tax (i.e. an individual who has his domicile in Belgium or has his seat of wealth in Belgium, or a person assimilated to a Belgian resident), (b) a legal entity subject to Belgian corporate income tax (i.e. a company that has its main establishment, its administrative seat or its seat of management in Belgium), (c) an Organisation for Financing Pensions subject to Belgian corporate income tax (i.e., a Belgian pension fund incorporated under the form of an Organisation for Financing Pensions) or (d) a legal entity subject to Belgian legal entities tax (i.e. an entity other than a legal entity subject to corporate income tax having its main establishment, its administrative seat or its seat of management in Belgium). A non-resident is a person who is not a Belgian resident.*

### 1. Belgian Withholding Tax

All payments by or on behalf of the Issuer of interest on the Mortgage Pandbrieven are in principle subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 30%. Both Belgian domestic tax law and applicable tax treaties may provide for lower or zero rates subject to certain conditions and formalities.

In this regard, "interest" means (i) the periodic interest income, (ii) any amount paid by or on behalf of the Issuer in excess of the issue price (upon full or partial redemption whether or not on the maturity date) and, (iii) if the Mortgage Pandbrieven qualify as "fixed income securities" (in the meaning of Article 2, §1, 8° Belgian Income Tax Code (*wetboek van inkomstenbelastingen 1992/code des impôts sur les revenus 1992*, the "**BITC 1992**")), in case of a realisation of Mortgage Pandbrieven between two interest payment dates to any third party, excluding the Issuer, the pro rata of accrued interest corresponding to the detention period. "Fixed income securities" are defined as bonds, specific debt certificates issued by banks (*kasbon/bon de caisse*) and other similar securities, including securities where income is capitalised or securities which do not generate a periodic payment of income but are issued with a discount corresponding to the capitalised interest up to the maturity date of the security.

However, payments of interest and principal under the Mortgage Pandbrieven by or on behalf of the Issuer may be made without deduction or withholding of Belgian withholding tax in respect of the Mortgage Pandbrieven if and as long as at the moment of payment or attribution of interest they are held by certain eligible investors (the "**Eligible Investors**", see hereinafter) in an exempt securities account (an "**X Account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the Securities Settlement System operated by the NBB. Certain banks, stockbrokers, Euroclear Bank, Clearstream, SIX SIS and Euronext Securities Milan are directly or indirectly Participants for this purpose.



Holding the Mortgage Pandbrieven through the Securities Settlement System enables Eligible Investors to receive gross interest income on their Mortgage Pandbrieven and to transfer Mortgage Pandbrieven on a gross basis.

Participants to the Securities Settlement system must enter the Mortgage Pandbrieven which they hold on behalf of Eligible Investors in an X Account. Payments of interest made through X-accounts are free of Belgian withholding tax.

Eligible Investors are those listed in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (*koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing/arrêté royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier*) which include, *inter alia*:

- (i) Belgian companies subject to Belgian corporate income tax as referred to in Article 2, §1, 5°, b) of the BITC 1992);
- (ii) institutions, associations or companies specified in Article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in (i) and (iii) subject to the application of Article 262, 1° and 5° of the BITC1992;
- (iii) state regulated institutions (*parastatale instellingen/organismes paraétatiques*) for social security, or institutions which are assimilated therewith, provided for in Article 105, 2° of the royal decree implementing the BITC 1992 (*koninklijk besluit tot invoering van het wetboek inkomstenbelastingen 1992/arrêté royal d'exécution du code des impôts sur les revenus 1992, the "RD/BITC 1992"*);
- (iv) non-resident investors provided for in Article 105, 5° of the RD/BITC 1992;
- (v) investment funds, recognised in the framework of pension savings, provided for in Article 115 of the RD/BITC 1992 who do not hold the Mortgage Pandbrieven in connection with a professional activity conducted in Belgium;
- (vi) taxpayers provided for in Article 227, 2° of the BITC 1992 which have used the income generating capital for the exercise of their professional activities in Belgium and which are subject to non-resident income tax pursuant to Article 233 of the BITC 1992;
- (vii) the Belgian State in respect of investments which are exempt from withholding tax in accordance with Article 265 of the BITC 1992;
- (viii) collective investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants, provided the fund units are not offered publicly in Belgium or traded in Belgium; and
- (ix) Belgian resident corporations, not provided for under (i) above, when their activities exclusively or principally consist of the granting of credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident investors who are individuals or non-profit making organisations, other than those mentioned under (ii) and (iii) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Royal Decree of 26 May 1994, as amended, to which investors should refer for a precise description of the relevant eligibility rules.

Transfers of Mortgage Pandbrieven between two X accounts (between two due dates) do not give rise to Belgian withholding tax on accrued incomes.

Upon the opening of an X Account for the holding of Mortgage Pandbrieven, an Eligible Investor is required to provide the Participant to the Securities Settlement System where this account is kept with a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for Eligible Investors save that they need to inform the Participants of any changes to the information contained in the statement of their tax eligible status.

Participants are required to annually provide the NBB with declarations as to the eligible status of each investor for whom they have held Mortgage Pandbrieven in an X Account during the preceding calendar year.

An X Account may be opened with a Participant by an intermediary (an “**Intermediary**”) in respect of Mortgage Pandbrieven that the Intermediary holds for the account of its clients (the “**Beneficial Owners**”), provided that each Beneficial Owner is an Eligible Investor. In such case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that: (i) the Intermediary is itself an Eligible Investor; and (ii) the Beneficial Owners holding their Mortgage Pandbrieven through it are also Eligible Investors. The Beneficial Owner is also required to deliver a statement of its eligible status to the Intermediary.

These identification requirements do not apply to Mortgage Pandbrieven held in central securities depositories as defined in Article 2, first paragraph, (1) of the Regulation (EU) N° 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 (“**CSD**”) acting as Participants to the Securities Settlement System (each, a “**NBB-CSD**”), provided that the relevant NBB-CSD only holds X Accounts, and that they are able to identify the Noteholders for whom they hold Mortgage Pandbrieven in such account. For the identification requirements not to apply, it is furthermore required that the contracts which were concluded by the relevant NBB-CSD as Participants include the commitment that all their clients, holder of an account, are Eligible Investors.

Hence, these identification requirements do not apply to Mortgage Pandbrieven held in Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD or any other NBB-CSD, provided that (i) they only hold X Accounts, (ii) they are able to identify the holders for whom they hold Mortgage Pandbrieven in such account and (iii) the contractual rules agreed upon by these NBB-CSDs include the contractual undertaking that their clients, holders of accounts, are all Eligible Investors. The Eligible Investors will need to confirm their status as Eligible Investors in the account agreement to be concluded with Euroclear Bank, Clearstream, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD or any other NBB-CSD.

In accordance with the Securities Settlement System, a Noteholder who is withdrawing Mortgage Pandbrieven from an X Account will, following the payment of interest on those Mortgage Pandbrieven, be entitled to claim an indemnity from the Belgian tax authorities of an amount equal to the withholding on the interest payable on the Mortgage Pandbrieven from the last preceding Interest Payment Date until the date of withdrawal of the Mortgage Pandbrieven from the Securities Settlement System. As a condition of acceptance of the Mortgage Pandbrieven into the Securities Settlement System, the Noteholders waive the right to claim such indemnity.

## **2. Belgian income tax**

### **2.1 Belgian resident individuals**

The Mortgage Pandbrieven may only be held by Eligible Investors. Consequently, the Mortgage Pandbrieven may not be held by Belgian resident individuals as they do not qualify as Eligible Investors.

### **2.2 Belgian resident companies**

Interest attributed or paid to corporations which are Belgian residents for tax purposes, i.e. which are subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*), as well as capital gains realised upon the disposal of Mortgage Pandbrieven are taxable at the ordinary corporate income tax rate of in principle 25%. Subject to certain conditions, a reduced corporate income tax rate of 20% applies to the first tranche of EUR 100,000 of taxable income for small companies as defined by Article 1:24, §1 to §6 of the Belgian Code of Companies and Associations (*“Wetboek van vennootschappen en verenigingen”/“Code des sociétés et des associations”*).

The withholding tax, if any, retained by or on behalf of the Issuer will, subject to certain conditions, be creditable against any corporate income tax due and any excess amount will in principle be refundable, all in accordance with the applicable legal provisions. Capital losses realised upon the disposal of the Mortgage Pandbrieven are in principle tax deductible.

Other tax rules apply to companies subject to a special tax regime, such as investment companies within the meaning of Article 185*bis* of the BITC 1992.

### **2.3 Belgian legal entities**

The Mortgage Pandbrieven may only be held by Eligible Investors. Consequently, the Mortgage Pandbrieven may not be held by Belgian legal entities subject to Belgian legal entities tax (*“rechtspersonenbelasting”/“impôts des personnes morales”*) which do not qualify as Eligible Investors.

Belgian legal entities which qualify as Eligible Investors and which consequently have received gross interest income are required (if such entities cannot invoke a final withholding tax exemption) to declare and pay the 30% withholding tax to the Belgian tax authorities (which withholding tax then generally also constitutes the final taxation in the hands of the relevant investors).

Capital gains realised on the sale of the Mortgage Pandbrieven are in principle tax exempt, unless the capital gains qualify as interest (as defined in section 1 entitled “Belgian Withholding Tax”). Capital losses are in principle not tax deductible.

### **2.4 Organisations for Financing Pensions**

Interest and capital gains derived by Organisations for Financing Pensions in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision, are in principle exempt from Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*). Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

### **2.5 Belgian non-residents**

Noteholders who are not residents of Belgium for Belgian tax purposes and who are not holding the Mortgage Pandbrieven through a permanent establishment in Belgium and who do not invest in the Mortgage Pandbrieven in the context of their Belgian professional activity will in principle not become

liable for any Belgian tax on income or capital gains by reason only of the acquisition, ownership, redemption or disposal of the Mortgage Pandbrieven, provided that they qualify as Eligible Investors and that they hold their Mortgage Pandbrieven in an X Account.

Non-residents who use the Mortgage Pandbrieven to exercise a professional activity in Belgium through a permanent establishment are in principle subject to the same tax rules as the Belgian resident companies (see above).

### 3. Tax on stock exchange transactions

A tax on stock exchange transactions (*taks op de beursverrichtingen/taxe sur les opérations de bourse*) will be levied on the acquisition and disposal for consideration of Mortgage Pandbrieven on the secondary market if (i) entered into or carried out in Belgium through a professional intermediary or (ii) deemed to be entered into or carried out in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by private individuals with habitual residence (*résidence habituelle/gewone verblijfplaats*) in Belgium, or legal entities for the account of their seat or establishment in Belgium (both referred to as a “**Belgian Investor**”).

The tax is due at a rate of 0.12% on each acquisition and disposal separately, with a maximum amount of EUR 1,300 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary. The acquisition of the Mortgage Pandbrieven upon their issuance (primary market) is not subject to the tax on stock exchange transactions.

If the intermediary is established outside of Belgium, the tax on the stock exchange transactions will in principle be due by the Belgian Investor, unless the Belgian Investor can demonstrate that the tax on the stock exchange transactions has already been paid by the professional intermediary established outside of Belgium. In the latter case, the foreign professional intermediary also has to provide each client (which gives such intermediary an order) with a qualifying order statement (*bordereau/borderel*), at the latest on the business day after the day on which the relevant transaction was realized. The qualifying order statements must be numbered in series and duplicates must be retained by the financial intermediary. A duplicate can be replaced by a qualifying agent day-to-day listing, numbered in series. Professional intermediaries established outside Belgium could however appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities (“**Stock Exchange Tax Representative**”). In such case the Stock Exchange Tax Representative would then be liable towards the Belgian Treasury to pay the tax on stock exchange transactions and to comply with the reporting obligations in that respect. If such Stock Exchange Tax Representative has paid the tax on stock exchange transactions, the Belgian Investor will, as per the above, no longer be required to pay the tax on stock exchange transactions.

The tax referred to above will not be payable by exempt persons acting for their own account including investors who are not Belgian residents, provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in Article 126.1, 2° of the code of miscellaneous duties and taxes (*Wetboek diverse rechten en taken/Code des droits et taxes divers*).

As stated above, on 14 February 2013, the European Commission published a proposal for a Directive for a common financial transactions tax (the “**FTT**”). The proposal stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions should thus be abolished once the FTT enters into force. Since 2019, participating Member States are discussing a new FTT proposal. According to the latest draft of this new FTT proposal (submitted by the German

government), the FTT would not apply to straight notes. The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

#### 4. Annual tax on securities accounts

Following the Law of 17 February 2021, a new annual tax on securities accounts was introduced (*Jaarlijkse taks op de effectenrekeningen/Taxe annuelle sur les comptes-titres*) (the “**Annual Tax on Securities Accounts**”). The Annual Tax on Securities Accounts is levied on securities accounts of which the average value during the reference period (i.e. a period of twelve consecutive months beginning on 1 October and ending, in principle, on 30 September of the next year), exceeds EUR 1,000,000. The Annual Tax on Securities Accounts is applicable to securities accounts that are held by resident individuals, companies and legal entities, irrespective as to whether these accounts are held with a financial intermediary in Belgium or abroad. The Annual Tax on Securities Accounts also applies to securities accounts held by non-resident individuals, companies and legal entities with a financial intermediary in Belgium. However, the Annual Tax on Securities Accounts is not levied on securities accounts held by specific types of regulated entities in the context of their own professional activity and for their own account.

As the case may be, the Annual Tax on Securities Accounts may also apply to securities accounts on which the Mortgage Pandbrieven are held if the average value during the reference period exceeds EUR 1,000,000.

The applicable tax rate is equal to the lowest amount of either 0.15% of the average value of the account or 10% of the difference between the average value of the account and EUR 1,000,000. The tax base is the sum of the values of the taxable financial instruments at the different reference points in time (i.e. 31 December, 31 March, 30 June and 30 September) divided by the number of those reference points in time.

The Annual Tax on Securities Accounts needs to be withheld, declared and paid by the Belgian intermediary. Intermediaries not established or set up in Belgium have the possibility, when managing a securities account subject to the tax, to appoint a representative in Belgium approved by or on behalf of the Minister of Finance (the “**Annual Tax on Securities Accounts Representative**”). The Annual Tax on Securities Accounts Representative is jointly and severally liable vis-à-vis the Belgian State to declare and pay the tax and to fulfil all other obligations for intermediaries related to the Annual Tax on Securities Accounts, such as compliance with certain reporting obligations. In cases where no intermediary has withheld, declared and paid the Annual Tax on Securities Accounts, the holder of the securities account needs to declare and pay the tax himself, unless he can prove that the tax has already been withheld, declared and paid by either a Belgian intermediary or Annual Tax on Securities Accounts Representative of a foreign intermediary.

A retroactive anti-abuse provision applying as from 30 October 2020 was also introduced, targeting (i) the splitting of a securities account into multiple accounts held with the same financial intermediary and (ii) the conversion of taxable financial instruments into registered financial instruments. Furthermore, a general anti-abuse provision was introduced.

The Noteholders should consult their own tax advisers in relation to this new Annual Tax on Securities Accounts.

## LUXEMBOURG TAXATION ON THE MORTGAGE PANDBRIEVEN

*The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Mortgage Pandbrieven should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.*

*Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.*

### **Withholding Tax**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Mortgage Pandbrieven, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Mortgage Pandbrieven held by non-resident Noteholders.

### **Resident Noteholders**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the “**Relibi Law**”), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of Mortgage Pandbrieven, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Mortgage Pandbrieven held by Luxembourg resident Noteholders.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of currently 20%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Mortgage Pandbrieven coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of currently 20%.

## SUBSCRIPTION AND SALE

Pursuant to a Distribution Agreement dated on or about 30 September 2022 (the “**Distribution Agreement**”) between the Issuer, the Dealers and the Arranger and subject to the conditions contained therein, the Dealers have agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Mortgage Pandbrieven. The Mortgage Pandbrieven may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Distribution Agreement also provides for Mortgage Pandbrieven to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission in respect of Mortgage Pandbrieven subscribed by them. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the set-up of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Mortgage Pandbrieven on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities relating to any misrepresentation or breach of any of the representations, warranties or agreements of the Issuer in connection with the offer and sale of the Mortgage Pandbrieven. The Distribution Agreement entitles the Dealers to terminate any agreement that they make to subscribe Mortgage Pandbrieven in certain circumstances prior to payment for such Mortgage Pandbrieven being made to the Issuer.

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Mortgage Pandbrieven issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer’s affiliates. If any of the Dealers or their affiliates has a lending relationship with the Issuer, certain of the Dealers or their affiliates routinely hedge, and certain other of those Dealers or their affiliates may hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Mortgage Pandbrieven issued under the Programme. Any such positions could adversely affect future trading prices of Mortgage Pandbrieven issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Mortgage Pandbrieven may only be held by, and may only be transferred to, Eligible Investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax holding their Mortgage Pandbrieven in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

### **United States**

The Mortgage Pandbrieven have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States 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 and the applicable securities laws of any state or

other jurisdiction of the United States. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Mortgage Pandbrieven (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the completion of the distribution of all Mortgage Pandbrieven of the Tranche of which such Mortgage Pandbrieven are a part (the “**Resale Restriction Termination Date**”), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Mortgage Pandbrieven prior to the Resale Restriction Termination Date a confirmation or other notice setting forth the restrictions on offers and sales of the Mortgage Pandbrieven 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.

In addition, until 40 days after the commencement of the offering of all Mortgage Pandbrieven of the Tranche of which such Mortgage Pandbrieven are a part, an offer or sale of such Mortgage Pandbrieven 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 an available exemption from, or in a transaction not subject to, the 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 Mortgage Pandbrieven which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision, the expression “**retail investor**” means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

#### **Prohibition of sales to consumers in Belgium**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Mortgage Pandbrieven may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2° of the Belgian Code of Economic Law, as amended from time to time (a “**Belgian Consumer**”) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Mortgage Pandbrieven, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Mortgage Pandbrieven, directly or indirectly, to any Belgian Consumer.

#### **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 Mortgage Pandbrieven which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For



the purposes of this provision, the expression “**retail investor**” means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of EUWA; or
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 domestic law by virtue of the EUWA.

#### *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:

- (a) in relation to any Mortgage Pandbrieven which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Mortgage Pandbrieven other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Mortgage Pandbrieven would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 Mortgage Pandbrieven in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Mortgage Pandbrieven in, from or otherwise involving the United Kingdom.

#### **Japan**

The Mortgage Pandbrieven have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “**FIEA**”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Mortgage Pandbrieven, 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 Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

#### **Belgium**

Any offering of the Mortgage Pandbrieven will be exclusively conducted under applicable private placement exemptions and the restrictions described in this section (*Subscription and Sale*) will apply.

Neither the Base Prospectus nor any other offering material related to the Mortgage Pandbrieven will have been or will be notified to, and neither the Base Prospectus nor any other offering material related to the Mortgage Pandbrieven will have been or will be approved or reviewed by, the Belgian Financial Services and Markets Authority (the “*Autoriteit voor Financiële Diensten en Markten*”/“*Autorité des Services et Marchés Financiers*”)

(the “**Belgian FSMA**”). The Belgian FSMA has not commented as to the accuracy or adequacy of any such material or recommended the purchase of the Mortgage Pandbrieven nor will the Belgian FSMA so comment or recommend. Any representation to the contrary is unlawful.

## Republic of Italy

The offering of the Mortgage Pandbrieven has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, no Mortgage Pandbrieven may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Mortgage Pandbrieven be distributed in the Republic of Italy (“**Italy**”), except in accordance with the exceptions provided under the Prospectus Regulation and any Italian securities, tax and other applicable laws and regulations.

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 delivered, and will not offer, sell or deliver any Mortgage Pandbrieven or distribute any copy of this Base Prospectus or any other document relating to the Mortgage Pandbrieven in Italy except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and applicable Italian laws, including the Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and applicable CONSOB regulations; or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of the CONSOB Regulation No. 11971 of 14 May 1999, as amended, and the applicable Italian laws.

Any offer, sale or delivery of the Mortgage Pandbrieven or distribution of copies of this Base Prospectus or any other document relating to the Mortgage Pandbrieven in the Republic of Italy under (i) or (ii) above must:

- a) 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, as amended (the “**Banking Act**”), all as amended from time to time; and
- b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian competent authority.

## Switzerland

This Base Prospectus does not constitute a prospectus pursuant to the Swiss Federal Financial Services Act (“**FinSA**”) and the implementing Financial Services Ordinance (“**FinSO**”), and no such prospectus pursuant to FinSA has been or will be prepared for or in connection with the offering of the Mortgage Pandbrieven. No application has been or will be made to admit the Mortgage Pandbrieven to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. The Base Prospectus has not been and will not be filed with or approved by a Swiss review body (Prüfstelle).

The Mortgage Pandbrieven may not be publicly offered, sold or advertised, directly or indirectly, in or into Switzerland other than pursuant to an exemption under Article 36(1) FinSA or where such offer does not qualify as a public offer in Switzerland. For these purposes “**public offer**” refers to the respective definitions in Article 3(g) and (h) FinSA and as further detailed in FinSO.

No key information document according to the FinSA or any equivalent document under the FinSA has been or will be prepared in relation to the Mortgage Pandbrieven, and, therefore, the Mortgage Pandbrieven may not be offered or recommended to private clients within the meaning of the FinSA in Switzerland. For these purposes, a

private client means a person who is not one (or more) of the following: (i) a professional client as defined in Art. 4(3) FinSA (not having opted in on the basis of Art. 5(5) FinSA); or (ii) an institutional client as defined in Art. 4(4) FinSA; or (iii) a private client with an asset management agreement according to Art. 58(2) FinSA.

## **General**

These selling restrictions may be modified by the agreement of the Issuer and the Dealers. Any such modification will be set out in the Final Terms issued in respect of the issuance of Mortgage Pandbrieven to which it relates or in a supplement to this Base Prospectus.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Mortgage Pandbrieven, or possession or distribution of this Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Mortgage Pandbrieven or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Mortgage Pandbrieven 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 neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Mortgage Pandbrieven may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

## FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Mortgage Pandbrieven issued under the Programme.

**[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 Mortgage Pandbrieven has led to the conclusion that: (i) the target market for the Mortgage Pandbrieven is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “MiFID II”); and (ii) all channels for distribution of the Mortgage Pandbrieven to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Mortgage Pandbrieven (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Mortgage Pandbrieven (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]**

**[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 Mortgage Pandbrieven has led to the conclusion that: (i) the target market for the Mortgage Pandbrieven is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“COBS”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“UK MiFIR”); and (ii) all channels for distribution of the Mortgage Pandbrieven to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Mortgage Pandbrieven (a distributor) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to 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 Mortgage Pandbrieven (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]**

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Mortgage Pandbrieven 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 (“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, “MiFID II”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Mortgage Pandbrieven or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Mortgage Pandbrieven or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.**

**PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Mortgage Pandbrieven 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 (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the Mortgage Pandbrieven or otherwise making them available to retail investors in the UK has been**

prepared and therefore offering or selling the Mortgage Pandbrieven or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**PROHIBITION OF SALES TO CONSUMERS** – The Mortgage Pandbrieven are not intended to be offered, sold or otherwise made available, and will not be offered, sold or otherwise made available, in Belgium to “consumers” (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.

**ELIGIBLE INVESTORS ONLY** - The Mortgage Pandbrieven may only be held by, and may only be transferred to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 (“Eligible Investors”) holding their Mortgage Pandbrieven in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

**[PROHIBITION OF OFFER TO PRIVATE CLIENTS IN SWITZERLAND** - The Mortgage Pandbrieven are not intended to be offered to private clients within the meaning of the Swiss Federal Financial Services Act (“FinSA”) in Switzerland. For these purposes, a private client means a person who is not one (or more) of the following: (i) a professional client as defined in Article 4(3) FinSA (not having opted-in on the basis of Article 5(5) FinSA) or Article 5(1) FinSA; or (ii) an institutional client as defined in Article 4(4) FinSA; or (iii) a private client with an asset management agreement according to Article 58(2) FinSA.]<sup>12</sup>

[These Final Terms have not been and will not be filed and deposited with a review body in Switzerland for entry on the list according to Article 64(5) of [the Swiss Federal Financial Services Act (“FinSA”)/FinSA]. Accordingly, the Mortgage Pandbrieven may not be publicly offered, directly or indirectly, in Switzerland within the meaning of FinSA, other than pursuant to an exemption under Article 36(1) FinSA. Neither these Final Terms nor any other offering or marketing material relating to the Mortgage Pandbrieven constitutes a prospectus pursuant to FinSA, and neither these Final Terms nor any other offering or marketing material relating to the Mortgage Pandbrieven may be publicly distributed or otherwise made publicly available in Switzerland.]<sup>13</sup>

**Final Terms dated [●]**

**Argenta Spaarbank SA/NV**

Issue of [Aggregate Nominal Amount of Tranche]

[Title of Mortgage Pandbrieven]

under the EUR 7,500,000,000

**Belgian Mortgage Pandbrieven Programme**

## **PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated 30 September 2022 [and the Supplement[s] to it dated [ ]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “**Base Prospectus**”). This document constitutes the Final Terms of the Mortgage Pandbrieven described herein for the purposes of the Prospectus

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<sup>12</sup> Include if Covered Bonds are debt instruments with a “derivative character” for the purpose of FinSA and are offered in Switzerland.

<sup>13</sup> Include if Covered Bonds are offered in Switzerland.

Regulation and must be read in conjunction with the Base Prospectus in order to obtain all relevant information. The Base Prospectus has been published on the Issuer’s website [www.argenta.eu](http://www.argenta.eu).<sup>14</sup>

*(The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.)*

The Terms and Conditions (the “**Conditions**”) set out in the Base Prospectus dated [22 January 2021][18 February 2022] will apply to the Mortgage Pandbrieven and not the Terms and Conditions set out in the Base Prospectus dated 30 September 2022. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [22 January 2021] [18 February 2022] which are incorporated by reference in the Base Prospectus dated 30 September 2022. This document constitutes the Final Terms of the Mortgage Pandbrieven described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 30 September 2022 [and the supplement(s) to it dated [ ]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “**Base Prospectus**”), including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all relevant information. The Base Prospectus has been published on the Issuer’s website [ ]<sup>15</sup>.

Full information on Argenta Spaarbank SA/NV (the “**Issuer**”) and the offer of the Mortgage Pandbrieven is only available on the basis of the combination of these Final Terms and the Base Prospectus dated 30 September 2022 [and the Base Prospectus Supplement[s] dated [ ]]. The Base Prospectus dated 30 September 2022 [and the Base Prospectus Supplement[s] dated [ ]] [is] / [are] available for viewing at [www.bourse.lu](http://www.bourse.lu) and at [www.argenta.eu](http://www.argenta.eu). The Base Prospectus [and the Base Prospectus supplement[s]] [is] / [are] available for inspection during normal business hours at the office of the Paying Agent [and the office of the Issuer].

*(Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)*

1. (I) Series Number: [ ]  
(II) Tranche Number: [ ]  
(III) Date on which Mortgage Pandbrieven will be consolidated and form a single Series: [Not Applicable] / [The Mortgage Pandbrieven shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert name of Series] (ISIN: [ ]) on [[ ]] / [the Issue Date] / [with effect from the date that is 40 days following the Issue Date]]
2. Specified Currency or Currencies: Euro (**EUR**)
3. Aggregate Nominal Amount: [ ]  
(I) Series: [ ]  
(II) Tranche: [ ]
4. Issue Price: [ ]% of the Aggregate Nominal Amount [plus accrued interest from [ ]] (*insert if Mortgage Pandbrieven are fungible with a previous issue*)

<sup>14</sup> This website is not incorporated by reference and does not form part of this Base Prospectus.

<sup>15</sup> This website is not incorporated by reference and does not form part of this Base Prospectus.

5. (I) Specified Denomination(s): [ ] and integral multiples thereof.
- (Note: No Mortgage Pandbrieven may be issued which have a minimum denomination of less than EUR 100,000)*
- (II) Calculation Amount: [ ]
6. (I) Issue Date: [ ]
- (II) Interest Commencement Date: [ ] / [Issue Date] / [Not Applicable]
7. Maturity Date: [Fixed maturity date: [ ]] / [Interest Payment Date falling in or nearest to [ ]] (*specify in this format for Floating Rate Mortgage Pandbrieven*)
8. Extended Maturity Date: [ ] (*specify the date falling one year after the Maturity Date*)
9. Interest Basis:
- (I) Period to (but excluding) the Maturity Date: [[ ]% Fixed Rate] / [EURIBOR + [ ]%]
- [Zero Coupon]
- Further particulars specified in Paragraph[s] [13/14/15] of Part A of the Final Terms below
- (include all which are relevant)*
- (II) Period from Maturity Date (including) to Extended Maturity Date (excluding) [[ ]% Fixed Rate] / [EURIBOR + [ ]%]
- Further particulars specified in Paragraph[s] [13/14/15] of Part A of the Final Terms below
10. Redemption/Payment Basis: [Par Redemption] / [Specified Redemption Amount]
11. Noteholder Put / Call Option:
- (I) Noteholder Put (Condition 3(c)): [Applicable. Further details specified in Paragraph 18 of Part A of the Final Terms below] / [Not Applicable]
- (II) Call Option (Condition 3(d)): [Applicable. Further details specified in Paragraph 17 of Part A of the Final Terms below] / [Not Applicable]
12. (I) Status of the Mortgage Pandbrieven “*Belgische pandbrieven*” / “*Lettres de gage belges*” / “*Europese gedekte obligaties (premium)*” / “*Obligations garanties européennes (de qualité supérieure)*”
- (II) Date of any additional [Board] approval for issuance [[ ]] / [Not Applicable]

of Mortgage Pandbrieven  
obtained:

*(specify if Mortgage Pandbrieven require separate / new  
authorisation. Otherwise specify "Not Applicable")*

**Provisions Relating to Interest (if any) Payable**

**13. Fixed Rate Mortgage Pandbrief  
Provisions**

(I) To Maturity Date [Applicable] / [Not Applicable]

(II) From Maturity Date up to [Applicable] / [Not Applicable]  
Extended Maturity Date

*(If (I) and (II) above are not applicable, delete the remaining  
sub-paragraphs of this paragraph)*

(III) Rate(s) of Interest:

(i) To Maturity Date [ ]% per annum [payable [annually] / [semi-annually] /  
[quarterly] / [monthly] in arrear] on each Interest Payment  
Date

(ii) From Maturity Date up to [ ]% per annum [payable [annually] / [semi-annually] /  
Extended Maturity Date [quarterly] / [monthly] in arrear] on each Interest Payment  
Date

(IV) Interest Payment Date(s):

(i) To Maturity Date [ ] in each year[, from and including [ ]][ up to and  
including [ ]]

[Subject to adjustment in accordance with the Business Day  
Convention.]

*(Note: amend appropriately in the case of irregular coupons)*

(ii) From Maturity Date up to [ ] in each year[, from and including [ ]][ up to and  
Extended Maturity Date including the Extension Payment Date on which the  
Mortgage Pandbrieven are redeemed in full or the Extended  
Maturity Date, or on any other date on which the Mortgage  
Pandbrieven are fully redeemed in accordance with  
Condition 3(j)(i)(D) or Condition 3(j)(iii), whichever occurs  
earlier]

[Subject to adjustment in accordance with the Business Day  
Convention.]

*(Note: amend appropriately in the case of irregular coupons)*

(V) Interest Period Date(s):

(i) To Maturity Date [[ ]] / [Interest Payment Date(s)]



[Subject to adjustment in accordance with the Business Day Convention.] / [Not subject to adjustment in accordance with any Business Day Convention.]

- (ii) From Maturity Date up to Extended Maturity Date    [[ ]] / [Interest Payment Date(s)]  
[Subject to adjustment in accordance with the Business Day Convention.] / [Not subject to adjustment in accordance with any Business Day Convention.]

(VI) Business Day Convention:

- (i) To Maturity Date    [Following Business Day Convention] / [Not Applicable]
- (ii) From Maturity Date up to Extended Maturity Date    [Following Business Day Convention] / [Not Applicable]

(VII) Day Count Fraction:

- (i) To Maturity Date    [Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
- (ii) From Maturity Date up to Extended Maturity Date    [Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]

(VIII) Determination Date(s):    *(Note: only relevant where Day Count Fraction is Actual/Actual-ICMA. In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)*

- (i) To Maturity Date    [[ ]] in each year / [Not Applicable]
- (ii) From Maturity Date up to Extended Maturity Date    [[ ]] in each year / [Not Applicable]

**14. Floating Rate Mortgage Pandbrief Provisions**

- (I) To Maturity Date    [Applicable] / [Not Applicable]
- (II) From Maturity Date up to Extended Maturity Date    [Applicable] / [Not Applicable]

*(If (I) and (II) are not applicable, delete the remaining subparagraphs of this paragraph)*

- (III) Specified Interest Payment Date(s):

- (i) To Maturity Date [ ] in each year[, from and including [ ]][ up to and including [ ]], subject to adjustment in accordance with the Business Day Convention] / [, not subject to any adjustment]
  - (ii) From Maturity Date up to Extended Maturity Date [ ] in each year[, from and including [ ]][ up to and including the Extension Payment Date on which the Mortgage Pandbrievens are redeemed in full or the Extended Maturity Date, or on any other date on which the Mortgage Pandbrievens are fully redeemed in accordance with Condition 3(j)(i)(D) or Condition 3(j)(iii), whichever occurs earlier [, subject in each case to adjustment in accordance with the Business Day Convention] / [, not subject to any adjustment]
- (IV) Interest Period Dates:
- (i) To Maturity Date [[ ]] / [Specified Interest Payment Date(s)]
  - (ii) From Maturity Date up to Extended Maturity Date [[ ]] / [Specified Interest Payment Date(s)]
- (V) Business Day Convention:
- (i) To Maturity Date [Following Business Day Convention] / [Modified Following Business Day Convention] / [Not Applicable]
  - (ii) From Maturity Date up to Extended Maturity Date [Following Business Day Convention] / [Modified Following Business Day Convention] / [Not Applicable]
- (VI) Reference Banks: [ ]
- (VII) Manner in which the Rate(s) of Interest is/are to be determined:
- (i) To Maturity Date [Screen Rate Determination] / [ISDA Determination]
  - (ii) From Maturity Date up to Extended Maturity Date [Screen Rate Determination] / [ISDA Determination]
- (VIII) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):
- (i) To Maturity Date [Calculation Agent] / [ ]
  - (ii) From Maturity Date up to Extended Maturity Date [Calculation Agent] / [ ]
- (IX) Screen Rate Determination:
- (i) To Maturity Date [Applicable] / [Not Applicable]

*(if not applicable, delete the sub-paragraphs under this paragraph [●])*

- Reference Rate: [ ]
- Interest Determination Date(s): [[ ]] / [As specified in Condition 2(j)]
- Relevant Screen Page: [ ]
- Relevant Time: [ ]
- Margin: [Not Applicable] / [[+/-][ ]% per annum [in respect of [specify relevant Interest Accrual Period]] (repeat as necessary)]

(ii) From Maturity Date up to Extended Maturity Date [Applicable] / [Not Applicable]

*(if not applicable, delete the sub-paragraphs under this paragraph [●])*

- Reference Rate: [ ]
- Interest Determination Date(s): [[ ]] / [As specified in Condition 2(j)]
- Relevant Screen Page: [ ]
- Relevant Time: [ ]
- Margin: [Not Applicable] / [[+/-][ ]% per annum [in respect of [specify relevant Interest Accrual Period]] (repeat as necessary)]

(X) ISDA Determination:

(i) To Maturity Date [Applicable] / [Not Applicable]

*(if not applicable, delete the sub-paragraphs under this paragraph 14(X)(i))*

- Floating Rate Option: [ ]
- Designated Maturity: [ ]
- Reset Date: [ ]

- Margin: [Not Applicable] / [[+/-][ ]% per annum [in respect of [specify relevant Interest Accrual Period]] (repeat as necessary)
- (ii) From Maturity Date to Extended Maturity Date [Applicable] / [Not Applicable]
  - (if not applicable, delete the sub-paragraphs under this paragraph 14(X)(ii))
  - Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
  - Margin: [Not Applicable] / [[+/-][ ]% per annum [in respect of [specify relevant Interest Accrual Period]] (repeat as necessary)
- (XI) Linear interpolation [Not Applicable] / [Applicable – the Rate of Interest for the [[long] / [short]] [[first] / [last]] Interest Accrual Period shall be calculated using Linear Interpolation (specify for each short or long interest accrual period)]
- (XII) Minimum Rate of Interest:
  - (i) To Maturity Date [[ ]%] / [Not Applicable]
  - (ii) From Maturity Date up to Extended Maturity Date [[ ]%] / [Not Applicable]
- (XIII) Maximum Rate of Interest:
  - (i) To Maturity Date [[ ]%] / [Not Applicable]
  - (ii) From Maturity Date up to Extended Maturity Date [[ ]%] / [Not Applicable]
- (XIV) Day Count Fraction:
  - (i) To Maturity Date [Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
  - (ii) From Maturity Date up to Extended Maturity Date [Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
- (XV) Determination Date(s): (Note: only relevant where Day Count Fraction is Actual/Actual-ICMA. In such a case, insert regular interest

payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)

- (i) To Maturity Date  in each year / [Not Applicable]
- (ii) From Maturity Date up to Extended Maturity Date  in each year / [Not Applicable]
15. **Zero Coupon Mortgage Pandbrief Provisions**  [Applicable] /  [Not Applicable]
- (if not applicable, delete the sub-paragraphs under this paragraph)*
- Amortisation Yield:  % per annum on a  [compounded] /  [non-compounded] basis
- Day Count Fraction:  [Actual/Actual]  [Actual/Actual-ISDA] /  [Actual/365 (Fixed)] /  [Actual/360] /  [30/360]  [360/360]  [Bond Basis] /  [30E/360]  [Eurobond Basis] /  [30E/360 (ISDA)] /  [Actual/Actual-ICMA]
- Determination Date:  [ ]
16. **Benchmark Replacement:**  [Applicable] /  [Not Applicable]
- Provisions Relating to Redemption**
17. **Call Option (Condition 3(d))**  [Applicable] /  [Not Applicable]
- (if not applicable, delete the sub-paragraphs under this paragraph)*
- (I) Optional Redemption Date(s):  [ ]
- (II) Redemption Amount (Call) of each Mortgage Pandbrief:  [Specified Redemption Amount] /  [Par Redemption] /  [Amortised Face Amount]
- (III) Specified Fixed Percentage Rate:  [ ] % [in respect of *[specify Optional Redemption Date]* (repeat as necessary)] /  [Not Applicable]
- (Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
- (IV) If redeemable in part:  [Applicable] /  [Not Applicable]
- (i) Minimum Nominal Redemption Amount:  [ ] /  [Not Applicable]
- (ii) Maximum Nominal Redemption Amount:  [ ] /  [Not Applicable]
- (V) Notice period: Minimum period:  [ ]

- Maximum period: [ ]
18. **Noteholder Put (Condition 3(c))** [Applicable] / [Not Applicable]
- (if not applicable, delete the sub-paragraphs under this paragraph)*
- (I) Optional Redemption Date(s): [ ]
- (II) Redemption Amount (Put) of each Mortgage Pandbrief: [Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount]
- (III) Specified Fixed Percentage Rate: [[ ]% [in respect of [specify Optional Redemption Date] (repeat as necessary)] / [Not Applicable]
- (Specify only if “Specified Redemption Amount” is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
- (IV) Notice period: Minimum period: [ ]
- Maximum period: [ ]
- (V) Address for notices [Issuer to complete]
19. **Final Redemption Amount of each Mortgage Pandbrief** [Specified Redemption Amount] / [Par Redemption]
- (I) Specified Fixed Percentage Rate: [[ ]%] / [Not Applicable]
- (Specify only if “Specified Redemption Amount” is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
20. **Zero Coupon Note Redemption Amount of each Zero Coupon Note** [Amortised Face Amount] / [[ ]] / [Not Applicable]
21. **Early Redemption**
- (I) Tax Event Redemption Amount (Condition 3(e)): [Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount] / [Not Applicable]
- (i) Specified Fixed Percentage Rate: [[ ]%] / [Not Applicable]
- (Specify only if “Specified Redemption Amount” is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
- (II) Redemption upon the occurrence of a Tax Event (Condition 3(e)): Redemption [on any Interest Payment Date] / [at any time] after the occurrence of a Tax Event which is continuing

- (i) Tax Deductibility Event [Applicable] / [Not Applicable]
- (III) Change of Law Redemption Amount (Condition 3(f)): [Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount]
- (i) Specified Fixed Percentage Rate: [[ ]%] / [Not Applicable]
- (Specify only if “Specified Redemption Amount” is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
- (IV) Payment Default Redemption Amount (Condition 16): [Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount]
- (i) Specified Fixed Percentage Rate: [[ ]%] / [Not Applicable]
- (Specify only if “Specified Redemption Amount” is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*

#### **General Provisions Applicable to the Mortgage Pandbrievien**

22. Interest Business Day Jurisdictions: [[ ]] / [Not Applicable]
23. Payment Business Day Jurisdictions: [[ ]] / [Not Applicable]
24. Consolidation provisions [Not Applicable/The provisions in Condition 19 (*Further Issues*) apply]

Signed on behalf of the Issuer:

By:

Duly authorised

#### **PART B – OTHER INFORMATION**

##### **1. LISTING AND ADMISSION TO TRADING**

- (i) Listing and admission to trading: [Application has been made for the Mortgage Pandbrievien to be listed on the official list of the [Luxembourg Stock Exchange] and admitted to trading on [the Professional Segment of] the Regulated Market of the [Luxembourg Stock Exchange]] / [[ ]] / [Not Applicable]

*(Where documenting a fungible issue need to indicate that the original mortgage pandbrievien are already admitted to trading.)*

- (ii) Earliest day of admission to trading: [Application has been made for the Mortgage Pandbrieven to be admitted to trading with effect from [ ]] / [On or around [ ]] / [Not Applicable]
- (iii) Estimate of total expenses related to admission to trading: [ ]

## 2. RATINGS

Ratings: [The Mortgage Pandbrieven to be issued [[have been] / [are expected to be] rated] / [The following ratings reflect ratings assigned to Mortgage Pandbrieven of this type under the Programme generally]:

[S & P: [ ]] /

[[ ]: [ ]]

[The Mortgage Pandbrieven to be issued have not been specifically rated, but Mortgage Pandbrieven of the type being issued under the Programme generally have been rated:

[S & P: [ ]] /

[[ ]: [ ]]

*Insert one (or more) of the following options, as applicable<sup>16</sup>:*

*[[Insert legal name of particular credit rating agency entity(ies) providing rating] is established in the EU and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the “**CRA Regulation**”).]* /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating] is established in the United Kingdom and registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]*

*[[Insert legal name of particular credit rating agency entity(ies) providing rating] is established in the EU and has applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the “**CRA Regulation**”), although notification of the registration decision has not yet been provided.]* /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating] is established in the EU and has applied for registration under Regulation (EC) No. 1060/2009 as it forms part*

<sup>16</sup> A list of registered Credit Rating Agencies is published on the ESMA website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).



of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the “**CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is established in the United Kingdom and is neither registered nor has it applied for registration under Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the EU but the rating it has given to the Mortgage Pandbrieven is endorsed by *[insert legal name of credit rating agency(ies)]*, [each of] which is established in the EU and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the “**CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established United Kingdom but the rating it has given to the Mortgage Pandbrieven is endorsed by *[insert legal name of credit rating agency(ies)]*, [each of] which is established in the UK and registered under the Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the EU but is certified under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the “**CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the United Kingdom but is certified under under Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the EU and is not certified under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the “**CRA Regulation**”) and the rating it has given to the Mortgage Pandbrieven is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.] /

*[[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the United Kingdom and is

not certified under Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “UK CRA Regulation”) and the rating it has given to the Mortgage Pandbrievien is not endorsed by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation.]

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

/ [Save for the fees payable to the Dealers, so far as the Issuer is aware, no person involved in the offer of the Mortgage Pandbrievien has an interest material to the offer. The Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

### 4. REASONS FOR THE OFFER AND ESTIMATED PROCEEDS

Reasons for the Offer  [See “Use of Proceeds” in the Base Prospectus / An amount equivalent to the net proceeds of the issue of the Mortgage Pandbrievien (being Green Bonds) will be used to finance and/or refinance, in whole or in part, new or existing green loans in accordance with the eligibility criteria set out in the Issuer’s Green Bond Framework (for further details, see section 3.3.1 of the Issuer’s Green Bond Framework) / *If the reasons for the offer are different, those reasons will need to be specified here.*]

Estimated net proceeds:

### 5. Fixed Rate Mortgage Pandbrievien only – YIELD [Not Applicable]

*(if not applicable, delete the sub-paragraph under this paragraph)*

Indication of yield:

### 6. OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility:  [Yes] /  [No]

[Yes. Note that the designation “yes” simply means that the Mortgage Pandbrievien are intended upon issue to be deposited with the National Bank of Belgium, immobilised in order to be transferable in book-entry form and settled through the Securities Settlement System and does not necessarily mean that the Mortgage Pandbrievien 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.]

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended

in the future such that the Mortgage Pandbrieven are capable of meeting them the Mortgage Pandbrieven may then be deposited with the National Bank of Belgium, immobilised in order to be transferable in book-entry form and settled through the Securities Settlement System. Note that this does not necessarily mean that the Mortgage Pandbrieven will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

ISIN Code: [ ]

[Temporary ISIN Code:] [ ]

Common Code: [ ]

[Temporary Common Code:] [ ]

[CFI: [[ ]] / [Not Applicable]

[FISN: [[ ]] / [Not Applicable]

Delivery: Delivery [against] / [free of] payment

Names and addresses of additional Paying Agent(s) (if any): [[ ]] / [Not Applicable]

Name and address of Calculation Agent (if any): [[ ]] / [Not Applicable]

Name and address of the operator of the Alternative Clearing System (if any): [[ ]] / [Not Applicable]

[Relevant Benchmark[s]: [Not Applicable] / [[EURIBOR] / *[specify other benchmark]* is provided by [*in case of EURIBOR*: the European Money Markets Institute (“EMMI”)] / [*in case of other benchmark*: *specify administrator legal name*]. As at the date hereof, [EMMI] / [*administrator legal name*] [appears] / [does not appear] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation.] / [As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation.]

## 7. DISTRIBUTION

- (i) Method of distribution: [Syndicated] / [Non-syndicated]
- (ii) If syndicated:

- (A) Names and addresses of Dealers and underwriting commitments: [Not Applicable] / [*give names, addresses and underwriting commitments*]
- (B) Date of [Subscription] Agreement: [[ ]] / [Not Applicable]
- (C) Stabilising Manager(s) if any: [Not Applicable] / [*give name(s)*]
- (iii) If non-syndicated, name and address of Dealer: [Not Applicable] / [*give name and address*]
- (iv) US Selling Restrictions (Categories of potential investors to which the Mortgage Pandbrievens are offered): Reg. S Compliance Category 2; TEFRA not applicable

## GENERAL INFORMATION

1. Application has been made for Mortgage Pandbrieven of any Series to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) (where it is specified in the relevant Final Terms that such Series of Mortgage Pandbrieven is to be listed and admitted to trading on such market).
2. The Issuer has obtained all necessary consents, approvals and authorisations in Belgium in connection with the issue of the Mortgage Pandbrieven and performance of its obligations hereunder. The update of the Programme was authorised by a resolution of the Executive Committee of the Issuer passed on 23 August 2022.
3. In relation to any Tranche of Fixed Rate Mortgage Pandbrieven, an indication of the yield in respect of such Mortgage Pandbrieven will be specified in the relevant Final Terms. The yield is calculated at the Issue Date of the Mortgage Pandbrieven on the basis of the relevant issue price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Mortgage Pandbrieven and will not be an indication of future yield.
4. There has been no material adverse change in the prospects of the Issuer since 31 December 2021. In addition, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the prospects of the Issuer for the current financial year.
5. There has been no significant change in the financial performance or financial position of the Issuer on a consolidated basis since 30 June 2022.
6. There are no governmental, legal and arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the twelve months preceding the date of this Base Prospectus which may have, or have had in the recent past significant effects on the Issuer's and/or the Argenta Group's financial position or profitability.
7. The Mortgage Pandbrieven have been accepted for clearance through the Securities Settlement System operated by the National Bank of Belgium. The Common Code and the International Securities Identification Number (ISIN) (and any other relevant identification number for any Alternative Clearing System) for each Series of Mortgage Pandbrieven will be set out in the relevant Final Terms.
8. As at the date of this Base Prospectus, the address of the National Bank of Belgium (i.e., the operator of the Securities Settlement System) is Boulevard de Berlaimont 14, B-1000 Brussels, Belgium and the address of the operator of any Alternative Clearing System will be specified in the relevant Final Terms.
9. As at the date of this Base Prospectus, there are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Mortgage Pandbrieven being issued.
10. The issue price and the amount of the relevant Mortgage Pandbrieven will be determined before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issuances of Mortgage Pandbrieven, except for investor reports (with regard to, amongst others, the composition of the Special Estate and which will be made available on the website of the Issuer at [www.argenta.eu](http://www.argenta.eu)) and if required by any applicable laws and regulations.

11. So long as any Mortgage Pandbrieven are outstanding, the following documents will be available for inspection on the website of the Issuer ([www.argenta.eu](http://www.argenta.eu)):

- (i) the up to date articles of association of the Issuer;
- (ii) this Base Prospectus and any supplements and each Final Terms; and
- (iii) the documents incorporated by reference herein.

This Base Prospectus, any supplements to this Base Prospectus and Final Terms relating to Mortgage Pandbrieven listed on the regulated market of the Luxembourg Stock Exchange, and the documents incorporated by reference herein shall also be available, in electronic format, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus information contained on any website does not form part of this Base Prospectus. Copies of Final Terms relating to Mortgage Pandbrieven which are admitted to trading on any other regulated market in the EEA, will be published in accordance with the rules and regulations of the relevant listing authority or stock exchange and otherwise in accordance with Article 21 of the Prospectus Regulation.

This Base Prospectus will be published by the Issuer on its website ([www.argenta.eu/investor-relations](http://www.argenta.eu/investor-relations)). This Base Prospectus will remain publicly available in electronic form for at least 10 years after the publication on the Issuer's website.

The Programme Agreement, the Noteholders' Representative Agreement and the Agency Agreement will, so long as any Mortgage Pandbrieven are outstanding, be available for inspection during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Paying Agent.

12. The audit of the Issuer's financial statements and annual report for the year ended 31 December 2020, was conducted by Deloitte Bedrijfsrevisoren BV o.v.v CVBA, represented by Bernard De Meulemeester (2020), Gateway building, Luchthaven Brussel Nationaal 1 J, 1930 Zaventem (member of IBR – IRE Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises).

The audit of the Issuer's financial statements and annual report for the year ended 31 December 2021 and the review of the Issuer's consolidated interim financial information for the half-year ended 30 June 2022, was conducted by KPMG Bedrijfsrevisoren - KPMG Réviseurs d'Entreprises BV/SRL, represented by Kenneth Vermeire, Luchthaven Brussel Nationaal 1 K, 1930 Zaventem (members of IBR – IRE Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises).

**Registered Office of the Issuer**

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**Dealers**

**Belfius Bank SA/NV**

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France

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Ireland

**Arranger**

**Belfius Bank SA/NV**

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**Auditor**

**KPMG Bedrijfsrevisoren BV**

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**Legal Advisers**

*To the Issuer*

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*To the Dealers*

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Rue de la Science 23  
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