

**AMENDED AND RESTATED
ASSET MONITOR APPOINTMENT AGREEMENT**

originally dated 4 May 2021
as amended and restated on 15 November 2022

between

AEGON BANK N.V.

as Issuer, Administrator and Internal Cover Pool Monitor

and

AEGON SB COVERED BOND COMPANY B.V.

as CBC

and

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

as Security Trustee

and

PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.

as Asset Monitor

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Annex: General Terms and Conditions of Asset Monitor

THIS ASSET MONITOR APPOINTMENT AGREEMENT is originally dated 4 May 2021, as amended and restated on 15 November 2022 and made between:

1. **AEGON BANK N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
2. **AEGON SB COVERED BOND COMPANY B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
3. **STICHTING SECURITY TRUSTEE AEGON SB COVERED BOND COMPANY**, a foundation (*stichting*) established under the laws of the Netherlands, with its registered office in Amsterdam, the Netherlands; and
4. **PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands.

WHEREAS:

- (A) The Issuer has decided to set up the Programme pursuant to which the Issuer will issue Covered Bonds from time to time.
- (B) In connection with the Programme, the CBC (or the Administrator or the Internal Cover Pool Monitor on its behalf) has agreed to perform certain calculations in relation to the Asset Cover Test, the Amortisation Test and the Mandatory Liquidity Test (as defined below) pursuant to the terms of the Administration Agreement and the Asset Monitoring Agreement.
- (C) The Asset Monitor has been appointed to carry out various agreed upon procedures in relation to the calculations referred to in (B) above and certain calculations prescribed by the CB Regulations and to report thereon, subject to and in accordance with the terms of this Agreement.
- (D) The Internal Cover Pool Monitor has been appointed to monitor compliance with Articles 3:33b and 3:33ba of the Wft and Articles 40e up to and including 40m of the Decree (excluding Articles 40g and 40k of the Decree) and to report thereon, subject to and in accordance with the terms of the Asset Monitor Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings as defined or construed in the master definitions agreement originally dated 4 May 2021, as lastly amended and restated on 15 November 2022 and signed by, amongst others, the parties to this Agreement as the same may be further amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and of interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Agreement, unless otherwise provided herein.
- 1.2 The expression "**Agreement**" shall herein mean this Asset Monitor Appointment Agreement including the Annex hereto.
- 1.3 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.

2. APPOINTMENT OF THE ASSET MONITOR

- 2.1 The CBC, also on behalf of the Issuer, hereby instructs (*verleent opdracht aan*) the Asset Monitor to provide the services set out in Clause 3 of this Agreement and to comply with any reasonable directions which the CBC or the Security Trustee may from time to time give in connection therewith, provided that such directions are not contrary to the professional rules and regulations and codes of conduct applicable to the Asset Monitor, which instruction the Asset Monitor hereby accepts, and to which instruction the Security Trustee hereby consents, all subject to and in accordance with the terms of this Agreement, provided that in case of a conflict between directions from the CBC and the Security Trustee, the directions of the Security Trustee shall prevail.

- 2.2 The scope of the services set out in Clause 3 has been determined by the Issuer, the Administrator, the Security Trustee and the CBC in their sole and absolute discretion, and the Asset Monitor assumes no responsibility for the adequacy of these procedures in meeting the objectives of the Issuer, the Administrator, the Security Trustee and the CBC or in meeting any other requirements contemplated by the Programme.
- 2.3 If the Asset Monitor requires clarification or interpretation of the Asset Cover Test, the Amortisation Test or the Mandatory Liquidity Test, the Asset Monitor may seek such clarification or interpretation from the Administrator, who shall respond in writing within five (5) Business Days of receipt of a written request for clarification from the Asset Monitor.
- 2.4 The Asset Monitor shall conduct its services under this Agreement in accordance with Dutch law, including Standard 4400N 'Engagements to perform agreed-upon procedures'. This requires that the Asset Monitor complies with ethical requirements, including its professional Code of Ethics. During the performance of this engagement, the Asset Monitor will also make sure to comply with the *Verordening gedrags- en beroepsregels accountants* (VGBA, Dutch Code of Ethics). The Asset Monitor will also take into account the independence requirements of the *Verordening inzake de onafhankelijkheid van accountants bij assuranceopdrachten* (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence). The procedures to be carried out as referred to in Clause 3 of this Agreement do not constitute an audit, review or assurance engagement conducted in accordance with Dutch standards. Consequently, the reports of the Asset Monitor will not express any assurance as to the reliability of the financial data.
- 2.5 Except as envisaged in Clause 2.6, the reports (or any part of it) of the Asset Monitor may not be made available to any party other than the ones envisaged in this Agreement, being the Issuer, the Administrator, the Security Trustee and the CBC. The reports of the Asset Monitor will be provided to the Issuer, the Administrator, the Security Trustee and the CBC only for the purpose of their assessment of the matters set out in Clause 3 of this Agreement, and shall not be used for any other purpose. The Asset Monitor shall not have a liability, duty of care and/or responsibility to any other party (including the Rating Agency). Whether deviations have been reported, may be published in the Investor Report.
- 2.6 If requested by the Rating Agency or the Dutch Central Bank, respectively,

the reports of the Asset Monitor can be provided to the Rating Agency and the Dutch Central Bank, respectively, for information purposes only, provided that the Rating Agency and/or the Dutch Central Bank, respectively, have acknowledged in writing that the Asset Monitor owes no duty of care to the Rating Agency and the Dutch Central Bank, respectively, and shall not be liable towards the Rating Agency and the Dutch Central Bank, respectively.

- 2.7 Information in connection with the agreed upon procedures, the contents of reports, advice and other expressions written or otherwise, may not be made public or provided to third parties by the Issuer, the Administrator, the Security Trustee and the CBC without prior written consent of the Asset Monitor other than as set out in this Agreement. The Asset Monitor may impose conditions on the aforementioned approval, including the condition that the third party accepts that the Asset Monitor does not authorise them to use or rely on the report and that the Asset Monitor has no duty of care, responsibility or liability to the third party, and that the third party agrees not to pass the report to other third parties by any means without the Asset Monitor's prior written consent. The publication of the Base Prospectus, supplements, Transaction Documents, Investor Reports and issue documents (which include the name of the Asset Monitor) may be published. Other documents that mention the Asset Monitor's brand name, may also not be provided to third parties without prior written approval. This also applies to publication on an internet site.

3. SERVICES OF THE ASSET MONITOR

3.1 Asset Cover Test

Subject to Clauses 3.5 and 3.7, prior to the service of a Notice to Pay or a CBC Acceleration Notice, the Asset Monitor shall by no later than ten (10) Business Days following the receipt of the relevant information to be provided to it pursuant to Clause 4, report on the findings resulting from the agreed upon procedures on the calculations performed by the CBC (or the Administrator on its behalf) in relation to the Asset Cover Test on each Calculation Date immediately preceding each anniversary of the Programme Date, as applicable. In this respect, the Asset Monitor shall be provided with figures for the items listed in Clause 4.2 and shall perform the following procedures:

- (a) assess the arithmetic accuracy of items A, B, C, D and Z and the

Adjusted Aggregate Asset Amount in accordance with Schedule 1 to the Asset Monitoring Agreement;

- (b) assess the arithmetic accuracy of the comparison between the Adjusted Aggregate Asset Amount and the aggregate Principal Amount Outstanding of the Covered Bonds;
- (c) assess the arithmetic accuracy of the First Regulatory Current Balance Amount in accordance with Schedule 1 to the Asset Monitoring Agreement and assess the arithmetic accuracy of the ratio of the First Regulatory Current Balance Amount compared to the aggregate Principal Amount Outstanding of the Covered Bonds; and
- (d) assess the arithmetic accuracy of the Second Regulatory Current Balance Amount in accordance with Schedule 1 to the Asset Monitoring Agreement and assess the arithmetic accuracy of the ratio of the Second Regulatory Current Balance Amount compared to the aggregate Principal Amount Outstanding of the Covered Bonds.

The Asset Monitor is not required to test the arithmetic accuracy of α , β , the Current Balance and the Indexed Valuation for each Mortgage Receivable as well as the accuracy of the Asset Percentage and the LTV Cut-Off Percentage and/or any other parameters used in the Asset Cover Test.

3.2 Amortisation Test

Subject to Clauses 3.5 and 3.7, following the service of a Notice to Pay, the Asset Monitor shall by no later than ten (10) Business Days following the receipt of the relevant information to be provided to it pursuant to Clause 4, report on the findings resulting from the agreed upon procedures on the calculations performed by the CBC (or the Administrator on its behalf) in relation to the Amortisation Test on each Calculation Date. In this respect, the Asset Monitor shall be provided with figures for the items listed in Clause 4.2 and shall perform the following procedures:

- (a) assess the arithmetic accuracy of items A, B, C and Z and the Amortisation Test Aggregate Asset Amount in accordance with

Schedule 2 to the Asset Monitoring Agreement; and

- (b) assess the arithmetic accuracy of the comparison between the Amortisation Test Aggregate Asset Amount and the aggregate Principal Amount Outstanding of the Covered Bonds.

The Asset Monitor is not required to test the arithmetic accuracy of α nor the Current Balance.

3.3 Mandatory Liquidity Test

The Asset Monitor shall by no later than ten (10) Business Days following the receipt of the relevant information to be provided to it pursuant to Clause 4, report on the findings resulting from the agreed upon procedures on the calculations performed by the CBC (or the Administrator on its behalf) in relation to the requirement for the Issuer under the CB Legislation to ensure that at all times sufficient liquidity is maintained or generated by the CBC to cover the maximum cumulative net liquidity outflow (including all payment outflows falling due on one day, including principal and interest payments and payments under derivative contracts forming part of the Programme, net of all payment inflows falling due on the same day for claims related to the cover assets) for the following 180 day-period, in each case as calculated and determined in accordance with the Decree (the "**Mandatory Liquidity Test**").

3.4 CB Regulations

Subject to Clause 3.8, the Asset Monitor, which at the 2022 Amendment Date is also the external accountant of the Issuer, shall on an annual basis conduct agreed upon procedures with respect to Articles 40g and 40k of the Decree in accordance with Article 40n subsection 2 of the Decree and shall as soon as reasonably practicable following the receipt of the relevant information to be provided to it pursuant to Clause 4, monitor and perform agreed upon procedures in accordance with the requirements of the CB Regulations from time to time in effect and which are required pursuant to Articles 40g and 40k of the Decree, with respect to the compliance and arithmetic accuracy of the calculations performed by the CBC (or the Administrator on its behalf) in relation to the Asset Cover Test, the Amortisation Test and the Mandatory Liquidity Test during the relevant testing period. The CBC (or the Administrator on its behalf) shall timely notify the Asset Monitor of the timing of the agreed upon procedures

referred to in this sub-Clause 3.3. Such verification by the Asset Monitor of compliance shall continue, also in case the Issuer would be subjected to bankruptcy or resolution measures pursuant to Part 3A.1 of the Wft at such time.

3.5 Actions by Asset Monitor on Breach

3.5.1 If the agreed upon procedures conducted by the Asset Monitor in accordance with Clauses 3.1 or 3.2, as applicable, reveal errors in the relevant calculations such that:

- (a) the Asset Cover Test had failed on the relevant Calculation Date (in respect of previous month's end where it had been recorded as having been satisfied); or
- (b) the reported Adjusted Aggregate Asset Amount or the reported Amortisation Test Aggregate Asset Amount, as applicable, was misstated by an amount exceeding 1 per cent. of the Adjusted Aggregate Asset Amount or the Amortisation Test Aggregate Asset Amount, as applicable, (as at the date of the relevant Asset Cover Test or the relevant Amortisation Test) as calculated by the Asset Monitor,

then for each of the four (4) consecutive Calculation Dates thereafter the Asset Monitor shall conduct the tests of the calculations referred to in Clause 3.1 (in case of failure of the Asset Cover Test) or Clauses 3.1 or 3.2 (in the case of misstatement of the Adjusted Aggregate Asset Amount or Amortisation Test Aggregate Asset Amount), by no later than ten (10) Business Days following the receipt of the relevant information to be provided to it pursuant to Clause 4.

3.5.2 If the agreed upon procedures conducted by the Asset Monitor in accordance with Clause 3.3 reveal errors in the relevant calculations such that the Mandatory Liquidity Test has failed on the relevant Calculation Date, then the Asset Monitor shall promptly notify the CBC, the Administrator, the Security Trustee and the Issuer thereof in accordance with Clause 3.6.

3.6 Asset Monitor Report

- 3.6.1 The Asset Monitor will report its findings in a report of factual findings. This means that no assurance can be derived from the reports of the Asset Monitor. The other parties to this Agreement should draw their own conclusion based on the findings as reported to them in this report. If the Asset Monitor had performed additional procedures or conducted an audit or a review, or another assurance engagement, other matters might have been identified that would be eligible for reporting.
- 3.6.2 The Asset Monitor will not make any statement on implications of the factual findings for the Asset Cover Test, Amortisation Test and/or Mandatory Liquidity Test as a whole. The CBC, the Administrator, the Security Trustee and the Issuer will have to make an own assessment on the implications of the factual findings and any other available information. This may include the use of the report of factual findings and any other available information.
- 3.6.3 The Asset Monitor shall promptly notify, on a confidential basis, the CBC, the Administrator, the Security Trustee, the Issuer and upon request of the Rating Agency subject to Clause 2.6, the Rating Agency, in writing, and in any event by no later than two (2) Business Days following the agreed upon procedures by it pursuant to this Clause 3 of the results of its agreed upon procedures. If the calculations performed by the CBC (or the Administrator on its behalf) have not been performed correctly, the written notification by the Asset Monitor shall (i) set out the correct calculation of the Asset Cover Test, the Amortisation Test or the Mandatory Liquidity Test, as applicable, (ii) indicate whether the Asset Cover Test, Amortisation Test or the Mandatory Liquidity Test, as applicable, has been passed or failed and (iii) set out the result of such correct calculation together with the incorrect calculation and the result of such incorrect calculation as carried out by the CBC (or the Administrator on its behalf). The Asset Monitor shall provide such written notification (in relation to the Administrator and the Issuer) for information purposes only and without accepting any duty of care, liability or responsibility whatsoever towards the Administrator or the Issuer and (in relation to the CBC and the Security Trustee) subject to Clause 9 of this Agreement and (Article 12 of) the General Terms and Conditions of the Asset Monitor.

3.7 Position of Asset Monitor

- 3.7.1 Other than in relation to the agreed upon procedures by the Asset Monitor on calculations in accordance with the provisions of this Agreement, the

Asset Monitor is entitled, in the absence of a Manifest Error, to assume that all information provided to the Asset Monitor in accordance with Clause 4 is true and correct and is complete and not misleading and is not required to conduct an audit or other similar examination in respect of or otherwise take steps to verify the accuracy or completeness of such information save that the Asset Monitor will be required to advise the Administrator and the CBC if it is not or has not been provided with any of those figures referred to in Clause 4.1, 4.2 or 4.3 (as applicable).

- 3.7.2 The agreed upon procedures were not designed for the detection of fraud, other irregularities and errors and non-compliance with law or regulations (other than the CB Regulations). The primary responsibility for detection and prevention of fraud and errors lies with the management of the CBC (or the Administrator on its behalf). The Asset Monitor is not responsible or liable for the prevention of fraud and error. If, during the course of the agreed upon procedures, the Asset Monitor becomes aware that an act of fraud has or may have been committed, the Asset Monitor will report these matters to the CBC and the Administrator (and its supervisory board).
- 3.7.3 For the purposes of this Clause 3.7 and Clause 3.8 a "**Manifest Error**" means an error that would be manifest to a party reasonably competent to perform the services contemplated by this Agreement.

3.8 Action on Manifest Error

The Asset Monitor shall promptly notify the Issuer, the CBC, the Administrator and the Security Trustee if the information provided to the Asset Monitor in accordance with Clause 4 contains what appear to be a Manifest Error or Manifest Errors. Following such notification, and within three (3) Business Days of receipt of such notification, the Issuer or the CBC (or the Administrator on its behalf) shall provide such further or amended information to the Asset Monitor as is necessary to remedy such Manifest Error(s) or shall confirm the accuracy of the information provided in accordance with Clause 4. By no later than five (5) Business Days following the receipt of such further or amended information or confirmation, the Asset Monitor shall test the arithmetic accuracy of the relevant calculations and shall notify the CBC, the Administrator, the Security Trustee and the Issuer of the results of its tests in accordance with Clause 3.6.

4. PROVISION OF INFORMATION TO THE ASSET MONITOR

4.1 By no later than five (5) Business Days after the Calculation Date in respect of which the Asset Monitor is obliged to test calculations of the Asset Cover Test, the CBC (or the Administrator on its behalf) shall provide the Asset Monitor with:

- (a) the figures used for (i) items A, B, C, D and Z described in Schedule 1 (*Asset Cover Test*) to the Asset Monitoring Agreement in its calculation of the Adjusted Aggregate Asset Amount and (ii) the First Regulatory Current Balance Amount and the Second Regulatory Balance Amount, in each case on the relevant Calculation Date;
- (b) the constituent figures used in the calculations of (i) items A, B, C, D and Z described in Schedule 1 (*Asset Cover Test*) to the Asset Monitoring Agreement and (ii) the First Regulatory Current Balance Amount and the Second Regulatory Current Balance Amount, in each case provided in accordance with Clause 4.1(a); and
- (c) the aggregate Principal Amount Outstanding of the Covered Bonds on the relevant Calculation Date.

4.2 By no later than five (5) Business Days after the Calculation Date in respect of which the Asset Monitor is obliged to confirm the calculations of the Amortisation Test, the CBC (or the Administrator on its behalf) shall provide the Asset Monitor with:

- (a) the figures used for items A, B, C and Z described in Schedule 2 (*Amortisation Test*) to the Asset Monitoring Agreement in its calculation of the Amortisation Test Aggregate Asset Amount, in each case on the relevant Calculation Date;
- (b) the constituent figures used in the calculation of item A, B, C and Z described in Schedule 2 (*Amortisation Test*) to the Asset Monitoring Agreement in order to confirm the arithmetical accuracy of the figures used for items A, B, C and Z provided in accordance with Clause 4.2(a); and
- (c) the aggregate Principal Amount Outstanding of the Covered Bonds on the relevant Calculation Date.

- 4.3 By no later than five (5) Business Days after the Calculation Date in respect of which the Asset Monitor is obliged to confirm the calculations of the Mandatory Liquidity Test, the Issuer shall provide the Asset Monitor with the figures and all other relevant information used or information required to check the Mandatory Liquidity Test.
- 4.4 The Asset Monitor may rely on any instructions, request or representation made, notices given or information supplied, in writing, by any person known or reasonably believed by the Asset Monitor to be authorised from time to time by the CBC (or the Administrator on its behalf) in connection with the provision by the CBC (or the Administrator on its behalf) of information pursuant to the terms of this Agreement.
- 4.5 The Asset Monitor may reasonably request from the management of the CBC a written confirmation concerning representations made to the Asset Monitor in connection with this Agreement. The Asset Monitor will in particular make inquiries about the accuracy and completeness of all information provided for these agreed upon procedures. The Asset Monitor will request this information as of the date on which the Asset Monitor will issue its report of factual findings.
- 4.6 For the avoidance of doubt, any notice to be given to the Asset Monitor, shall be sent to those persons nominated by the Asset Monitor from time to time (the "**Nominated Persons**" and each a "**Nominated Person**") and the Asset Monitor shall not be deemed to have any knowledge of any notice sent to a person other than a Nominated Person, provided that a person shall continue to be a Nominated Person until such time as the Asset Monitor has sent notice to the Security Trustee, the Administrator, the CBC, the Issuer and the Security Trustee that any such Nominated Person has ceased to be a Nominated Person for the purpose of this Agreement.
- 4.7 If the Asset Monitor has not received the information to be provided to it pursuant to Clause 4 in time it will inform the Issuer, the CBC and the Administrator thereof within five (5) Business Days and as a result thereof the period given for testing in Clause 3.1, Clause 3.2 or 3.3 (as applicable) shall commence on the date the correct information pursuant to Clause 4 is received by the Asset Monitor.
- 4.8 The General Data Protection Regulation is applicable to the processing of personal data, if any, by the Issuer, the Administrator, the CBC, the Security Trustee and the Asset Monitor. The Asset Monitor acts as

controller for activities that are carried out under the Auditing Standards 100-3850. The General Data Protection Regulation stipulates that only data that are necessary for the processing are provided by the Issuer, the Administrator, the CBC and the Security Trustee to the Asset Monitor. By sending personal data to the Asset Monitor, the Issuer, the Administrator, the CBC and the Security Trustee confirm that both providing these data to the Asset Monitor and the request to the Asset Monitor for processing these data are in accordance with the General Data Protection Regulation and the internal policy with regard to the processing of personal data. The Asset Monitor's privacy statement can be found on their website.

5. UNDERTAKINGS OF THE ASSET MONITOR

5.1 Without prejudice to any of its specific obligations under this Agreement, the Asset Monitor undertakes with the CBC and the Security Trustee that it shall:

- (a) exercise reasonable skill and care in the performance of its obligations hereunder; and
- (b) comply with all legal and regulatory requirements applicable to the conduct of its business so that it can lawfully attend to the performance of its obligations under this Agreement.

5.2 All working papers and files and other materials, reports and work created, developed or performed by the Asset Monitor during the course of its work is the property of the Asset Monitor. The Asset Monitor may be required to share information with and/or give access to its working papers to third parties for regulatory purposes or because of other legal obligations, like regulators or the FIOD-ECD. The Asset Monitor may also be requested by other third parties based on other reasons to share information or to give access to the working papers of the Asset Monitor. As part of confidentiality the Asset Monitor is in some cases required to obtain the written consent of the CBC prior to giving any third party such access. If the Asset Monitor receives such a request, the Asset Monitor will in those cases contact the CBC and the Issuer as soon as possible to discuss the terms under which the Asset Monitor can comply with this request and to obtain consent.

6. TERMINATION

- 6.1 The Asset Monitor may, at any time, resign from its appointment under this Agreement upon providing the CBC and the Security Trustee (copied to the Rating Agency) upon direction of the CBC with sixty (60) days' prior written notice. If a replacement asset monitor has not been found by the CBC within sixty (60) days of notice of resignation by the Asset Monitor, the Asset Monitor shall immediately undertake to seek a replacement (such replacement to be approved by the Security Trustee) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in this Agreement. The resignation of the Asset Monitor shall not be effective unless a replacement asset monitor has been found in accordance with this Clause.
- 6.2 Any costs, charges, fees or expenses incurred by the Asset Monitor as a result of its resignation under Clause 6.1 shall be payable in full by the Asset Monitor and will not be liable for reimbursement by the CBC or the Security Trustee, save that the Asset Monitor shall remain entitled to payment for any costs, charges, fees or expenses payable to the Asset Monitor in accordance with this Agreement incurred or accruing prior to such resignation.
- 6.3 The CBC may at any time, but subject to the prior written consent of the Security Trustee and after consultation with the Issuer, terminate the appointment of the Asset Monitor hereunder upon providing the Asset Monitor with thirty (30) days' prior written notice, provided that such termination may not be effected unless and until a replacement approved by the Security Trustee has been found by the CBC which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in this Agreement.
- 6.4 Any costs, charges, fees or expenses reasonably incurred by the Asset Monitor as a result of its appointment being terminated under Clause 6.3 (together with the Asset Monitor's rights under Clause 7 in relation to moneys owed to the Asset Monitor for the period up to and including the date of the termination of the Asset Monitor's appointment becoming effective) shall be payable in full by the CBC.
- 6.5 If the CBC has not found a replacement asset monitor in accordance with the provisions of Clause 6.3 of this Agreement within thirty (30) days of giving of notice of termination in accordance with Clause 6.3, the Asset Monitor may identify a replacement approved by the Security Trustee (such approval not to be unreasonably withheld) which agrees to perform

the duties of the Asset Monitor set out in this Agreement. Subject to the requirements of this Clause 6.5 being met in relation to any such replacement, the CBC shall be obliged to appoint that replacement. For the avoidance of doubt, the Security Trustee shall not be obliged to act as Asset Monitor in any circumstances.

6.6 The Asset Monitor agrees that, if a replacement is found in accordance with the provisions of Clause 6.1 or 6.3 or 6.5 of this Agreement, the Asset Monitor shall provide all reasonable co-operation to the replacement and shall forthwith deliver to such replacement (and in the meantime hold for the Security Trustee) all relevant records, papers, files and computer data which it has received pursuant to this Agreement since the most recent Calculation Date in respect of which the Asset Monitor was obliged, in accordance with Clause 3, to conduct tests of the calculations performed by the Administrator on such Calculation Date and without accepting liability and/or responsibility to the succeeding Asset Monitor. The Asset Monitor shall retain all of its intellectual property rights in relation to its written notifications provided under Clause 3.5 and in relation to any of its records, working papers, files or computer data which it produces in its capacity as Asset Monitor but shall grant any succeeding Asset Monitor permission to use the same where required for the purposes herein without charging a fee to such succeeding Asset Monitor.

6.7 The Asset Monitor's appointment under this Agreement will terminate upon the earlier of the occurrence of (i) a CBC Event of Default and (ii) the payment in full of all amounts outstanding in relation to all Covered Bonds and all other payment obligations under the Transaction Documents of the CBC, provided that the CBC has sent a written notification thereof to the Asset Monitor.

7. FEES

7.1 The CBC (or the Issuer on its behalf) shall (subject to Clause 7.2) pay to the Asset Monitor a closing fee of EUR 4,000 and a fee of EUR 5,500 per Asset Cover Test and a fee of EUR 5,500 per Mandatory Liquidity Test (the "**Asset Monitor Fee**"), in the manner contemplated by and in accordance with the Trust Deed. The fee per Amortisation Test shall be agreed between the CBC and the Asset Monitor in the event the Amortisation Test is required to be carried out.

7.2 Notwithstanding Clause 7.1, the parties agree that the Asset Monitor Fee

shall not become due for payment unless and until the CBC, the Administrator and the Issuer have each received a duly completed invoice, addressed to the CBC, at least thirty-five (35) days prior to the relevant CBC Payment Date. In the event that the CBC, the Administrator or the Issuer does not receive a duly completed invoice at least thirty-five (35) days prior to the relevant CBC Payment Date, the Asset Monitor Fee shall become due and payable on the next CBC Payment Date falling not less than thirty-five (35) days after receipt by the CBC, the Administrator and the Issuer of a duly completed invoice.

8. PROVISION OF INFORMATION TO THE SECURITY TRUSTEE

The CBC (or the Administrator on its behalf) and the Asset Monitor shall each provide to the Security Trustee, or procure the provision to the Security Trustee of, such information and evidence available to that party in respect of any dealing between that relevant party or its officers, employees, attorneys or agents and the CBC (or the Administrator on its behalf) and the Asset Monitor (as applicable) under or in relation to this Agreement as the Security Trustee may reasonably request and the CBC (or the Administrator on its behalf) and the Asset Monitor hereby waive any right or duty of confidentiality which they may have or which may be owed to them in respect of the disclosure of such information and evidence pursuant to this Clause 8.

9. LIABILITY

- 9.1 To the fullest extent permitted by law, the Asset Monitor shall not have liability hereunder to the extent that liability would be imposed upon the Asset Monitor by reason of it having relied upon any statement or information made or provided by any person (including information provided in accordance with Clause 4) which was untrue, inaccurate, incomplete or misleading without the Asset Monitor having been aware of this, other than in respect of the accuracy of the calculations performed by the CBC (or the Administrator on its behalf) in respect of the Asset Cover Test and the Amortisation Test which the Asset Monitor has been appointed to test in accordance with the provisions of this Agreement.
- 9.2 The liability of the Asset Monitor in relation to the CBC and the Security Trustee is set out in Article 12 of the General Terms and Conditions of the Asset Monitor. Any liability of the Asset Monitor is only limited in accordance with Articles 12.1 and 12.2 thereof, which is an aggregate

liability to the CBC and the Security Trustee. Article 12.3 of the General Terms and Conditions does not apply.

- 9.3 To the fullest extent permitted by law, the Asset Monitor shall not be liable or responsible to any other party hereto for any loss, cost, damage or expense which results from a breach by any of the other parties hereto of any provision of the Transaction Documents and the CBC agrees (subject to the relevant Priorities of Payments) to indemnify the Asset Monitor for any liability (including all liabilities in respect of all proceedings, claims, demands, losses, damages, costs and expenses relating to the same, but excluding consequential damages) which becomes payable or which is incurred by the Asset Monitor in respect of a breach by any of the other parties hereto of any provision of the Transaction Documents.
- 9.4 To the fullest extent permitted by law, the Asset Monitor shall not be liable to any other party hereto for any loss or damage suffered by them or any one of them arising from fraud, misrepresentation, withholding of information material to services performed under this Agreement or other default relating to such material information on the part of any such party, other than for such loss or damage suffered by them or any of them as a result of gross negligence, fraud or other deliberate breach of duty or default of the Asset Monitor.
- 9.5 The Asset Monitor shall not accept or assume any responsibility to the Administrator and the Issuer in relation to the performance by the Asset Monitor of its obligations under this Agreement and to the fullest extent permitted by law the Asset Monitor shall incur no liability, whether in contract or tort or under statute or otherwise, for any loss or damage suffered by the Administrator and the Issuer arising from or in connection with the performance by the Asset Monitor of its obligations under this Agreement.
- 9.6 Neither the CBC nor the Security Trustee shall bring any claim against any person other than the Asset Monitor in respect of loss or damage suffered by the CBC or the Security Trustee arising out of or in connection with the performance by the Asset Monitor of its obligations under this Agreement. This restriction shall not operate to exclude or limit the liability of the Asset Monitor for the acts and omissions of any of its officers, employees, attorneys or agents, notwithstanding Clause 9.1 up to and including Clause 9.6.

10. GENERAL TERMS AND CONDITIONS

The services of the Asset Monitor carried out are subject to the General Terms and Conditions of May 2019, attached as Annex 1 hereto (the "**General Terms and Conditions**"). If there is a conflict between the provisions of this Agreement and the provisions of the General Terms and Conditions of the Asset Monitor, this Agreement shall prevail.

11. NO DISSOLUTION, NO NULLIFICATION

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

12. GOVERNING LAW AND JURISDICTION

- 12.1 This Agreement, including Clause 12.2 hereof, and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 12.2 Any disputes arising out of or in connection with this Agreement including, without limitation any disputes relating to any non-contractual obligations arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

(signature page follows)

SIGNATURES:

AEGON BANK N.V.

by :
title :

by :
title :

AEGON SB COVERED BOND COMPANY B.V.

by :
title :

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

by :
title :

PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.

by :
title :

by :
title :

GENERAL TERMS AND CONDITIONS OF ASSET MONITOR