

MASTER DEFINITIONS AGREEMENT

dated 17 April 2024

between

ACHMEA BANK N.V.

as Issuer, Transferor, Administrator, Servicer and Bank Savings Participant

ACHMEA SB COVERED BOND COMPANY II B.V.

as CBC

**STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND
COMPANY II**

as Security Trustee

STICHTING HOLDING ACHMEA SB COVERED BOND COMPANY II

as Stichting Holding

ACHMEA PENSIOEN- EN LEVENSVERZEKERINGEN N.V.

as Insurance Savings Participant

INTERTRUST MANAGEMENT B.V.

as Director of the CBC and the Stichting Holding

EREVIA B.V.

as Director of the Security Trustee

INTERTRUST ADMINISTRATIVE SERVICES B.V.

as Back-Up Administrator

SOCIETE GÉNÉRALE S.A., AMSTERDAM BRANCH

as CBC Account Bank

CITIBANK EUROPE PLC

as CBC Back-Up Account Agent

CITIBANK EUROPE PLC, NETHERLANDS BRANCH

as CBC Back-Up Account Bank



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Achmea Retained CB Programme

Master Definitions Agreement

Execution copy

KPMG ACCOUNTANTS N.V.

as Asset Monitor

CITIBANK N.A., LONDON BRANCH

as Principal Paying Agent and Registrar



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THIS AGREEMENT is dated 17 April 2024 and made between:

1. **ACHMEA BANK N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in The Hague, the Netherlands;
2. **ACHMEA SB COVERED BOND COMPANY II 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 ACHMEA SB COVERED BOND COMPANY II**, a foundation (*stichting*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
4. **STICHTING HOLDING ACHMEA SB COVERED BOND COMPANY II**, a foundation (*stichting*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
5. **ACHMEA PENSIOEN- EN LEVENSVZERKERINGEN N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in Apeldoorn, the Netherlands;
6. **INTERTRUST MANAGEMENT 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;
7. **EREVIA 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;
8. **INTERTRUST ADMINISTRATIVE SERVICES 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;
9. **SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH**, a company incorporated under the laws of the French Republic and having its principal place of business at 29 Boulevard Haussmann, 75009, Paris, France, acting through its Amsterdam Branch, operating in the

Netherlands, whose address is Amstelplein 1, 1096 HA Amsterdam, the Netherlands;

10. **CITIBANK EUROPE PLC**, a public limited company incorporated and registered in Ireland with company number 132781 and having its registered office at 1 North Wall Quay, Dublin 1 Ireland, acting through its Agency and Trust Business;
11. **CITIBANK EUROPE PLC, NETHERLANDS BRANCH**, a public limited company organised under the laws of Ireland, acting through its Netherlands branch, with its office at Schiphol Boulevard 257 WTC D Tower, floor 8, 1118 BH Schiphol;
12. **KPMG ACCOUNTANTS N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in Amstelveen, the Netherlands; and
13. **CITIBANK N.A., LONDON BRANCH**, a New York banking corporation acting out of its London Branch whose address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

WHEREAS

Achmea Bank N.V. has set up a covered bond programme pursuant to which Achmea Bank N.V. will issue covered bonds from time to time (the "**Programme**").

IT IS AGREED as follows.

1. INTERPRETATION

The parties hereto agree that in the Transaction Documents the following expressions have, except where the context otherwise requires, the following meanings:

"€STR" means the euro short-term rate (€STR) administered by the European Central Bank (or any other person which takes over the administration of that rate) published by the European Central Bank (or any other person which takes over publication of that rate).

"Accrued Interest" means in relation to any Mortgage Receivable and as at any date interest on such Mortgage Receivable (not being interest which is currently payable on such date) which has accrued from and including the scheduled interest payment date under the associated Mortgage Loan immediately prior to the relevant date up to and including that date.

"Achmea Bank Collection Foundation Accounts" means the bank accounts maintained by the Achmea Bank Collection Foundation.

"Achmea Bank Collection Foundation Pledge Agreement" means the pledge agreement between, among others, the Issuer, the Security Trustee, the Previous Outstanding Transaction SPVs, the Previous Outstanding Transaction Security Trustees dated 1 June 2018, or, the pledge agreement or pledge agreements entered into by one or more of the aforementioned parties in replacement of the relevant collection foundation accounts pledge agreement or collection foundation accounts pledge agreements in force at that time, and/or in addition to the existing collection foundation accounts pledge agreements in force at that time.

"Achmea Bank Collection Foundation" means Stichting Incasso Achmea Hypotheken, a foundation (*stichting*) organised under the laws of the Netherlands and with its statutory seat in Amsterdam, the Netherlands, or its successor or successors.

"Achmea Bank Master Purchase Agreement"	means the master purchase agreement dated 21 October 2020 and entered into by Achmea Bank and Achmea Hypotheken.
"Achmea Bank Receivables Proceeds Distribution Agreement"	means the receivables proceeds distribution agreement between, amongst others, the Issuer, the Security Trustee, the Collection Foundation, the Previous Outstanding Transaction SPVs, the Previous Outstanding Transaction Security Trustees originally dated 28 May 2010, as amended from time to time.
"Achmea Bank"	means Achmea Bank N.V., or its successor or successors.
"Achmea Employee Mortgage Loan"	a Mortgage Loan granted to a Borrower who is an employee of Achmea Group.
"Achmea Group"	means the group formed by Achmea B.V. and its subsidiaries (<i>dochtermaatschappijen</i>).
"Achmea Hypotheken Assignment Notification Event"	means, in respect of Achmea Hypotheken as Originator, any of the 'Assignment Notification Events' defined as such in the Achmea Hypotheken Master Purchase Agreement.
"Achmea Hypotheken Collection Foundation Accounts Pledge Agreement"	means the collection foundation accounts pledge agreement dated 17 April 2024 in relation to the Achmea Hypotheken Platform and to which Achmea Bank and the CBC have become a party as beneficiary of the Achmea Hypotheken Collection Foundation.
"Achmea Hypotheken Collection Foundation Accounts"	means the bank accounts maintained by the Achmea Hypotheken Collection Foundation.
"Achmea Hypotheken Collection Foundation Documents Rights"	means all present and future transferable rights (<i>vorderingen</i>) of the CBC vis-à-vis the Achmea Hypotheken Collection Foundation under or in connection with the Achmea Hypotheken Collection Foundation Documents.

"Achmea Hypotheken Collection Foundation Documents" means the Achmea Hypotheken Receivables Proceeds Distribution Agreement and the Achmea Hypotheken Collection Foundation Accounts Pledge Agreement.

"Achmea Hypotheken Collection Foundation" means Stichting Derdengelden Achmea Hypotheken, a foundation (*stichting*) organised under the laws of the Netherlands and with its statutory seat in Amsterdam, the Netherlands, or its successor or successors.

"Achmea Hypotheken Cost Cap" means 0.30 per cent. multiplied by the aggregate outstanding principal amount of all mortgage receivables transferred by the Issuer to the CBC (and not retransferred or otherwise disposed of by the CBC) less all amounts paid or to be paid (i) in accordance with the items (a) up to and including (d) of the CBC Priority of Payments as set out in the Trust Deed, excluding the Additional Fees or (ii) in accordance with items (a) up to an including (c) of the Post CBC Acceleration Notice Priority of Payments as set out in the Trust Deed, excluding the Additional Fees.

"Achmea Hypotheken Master Purchase Agreement Termination Event" means the occurrence of any of the following events:

- a. Achmea Hypotheken takes any corporate action or other steps are taken or legal proceedings are started against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or for the appointment of a liquidator or receiver of Achmea Hypotheken or of all or a substantial part of its assets; or
- b. Achmea Hypotheken has taken any corporate action for suspension of payments or for bankruptcy or for any analogous insolvency proceedings under any applicable laws or for the appointment of a receiver or a similar officer of its or any or all of its assets; or
- c. (i) Achmea Hypotheken is declared bankrupt or been subjected to suspension of payments or (ii) any steps are taken or legal proceedings are instituted against Achmea Hypotheken for

- its bankruptcy or for suspension of payment (x) which are not frivolous in nature or (y) which have not been terminated or withdrawn within 14 calendar days or (z) where an appeal against such declaration has not been submitted; or
- d. at any time it becomes unlawful for Achmea Hypotheken to perform all or a material part of its obligations under the Achmea Hypotheken Platform Documents and/or the Transaction Documents, unless, in respect of the services provided by Achmea Hypotheken only, such situation can be and is remedied by having services such as the services provided by any sub-servicer appointed by Achmea Hypotheken to Achmea Bank directly; or
- e. at any time Achmea Hypotheken breaches its obligation to terminate the appointment of, and replace, a sub-servicer appointed by Achmea Hypotheken subject to and in accordance with the Achmea Hypotheken Master Purchase Agreement; or
- f. the CBC has notified Achmea Hypotheken that it will notify the relevant Borrowers as soon as possible of the assignment of the Achmea Hypotheken Mortgage Receivables in accordance with the Achmea Hypotheken Master Purchase Agreement, and that upon such notification, the mortgage loan services are no longer to be provided to the CBC by Achmea Hypotheken or sub-servicer appointed by Achmea Hypotheken directly; or
- g. a CBC Resignation Event has occurred; or
- h. Achmea Bank no longer is a party to the Achmea Hypotheken Platform.

"Achmea Hypotheken Master Purchase Agreement"	means the master purchase agreement dated 17 April 2024 and entered into by Achmea Hypotheken, Achmea Bank, the CBC and the Security Trustee.
"Achmea Hypotheken Mortgage Loan"	means a Mortgage Loan which is granted by Achmea Hypotheken.
"Achmea Hypotheken Mortgage Receivable"	means a Mortgage Receivable resulting from an Achmea Hypotheken Mortgage Loan.
"Achmea Hypotheken MPA Rights"	means all present and future transferable rights (<i>vorderingen</i>) of Achmea Hypotheken under or in connection with the Achmea Hypotheken Master Purchase Agreement.
"Achmea Hypotheken Platform"	means the Achmea Hypotheken Mortgage Label Platform set up by Syntrus Achmea Real Estate & Finance B.V. to which Achmea Bank has acceded and to which other investors may accede and can invest in Dutch residential mortgage loans granted by Achmea Hypotheken.
"Achmea Hypotheken Servicing Fee"	means the 'Servicing Fee' defined as such in the Achmea Hypotheken Master Purchase Agreement.
"Achmea Hypotheken"	means Achmea Hypotheken B.V.
"Achmea Internal Audit"	means the internal audit department of Achmea B.V.
"Achmea Label Platform Documents"	has the meaning ascribed thereto in schedule 1 of the Achmea Hypotheken Master Purchase Agreement.
"Additional Fees"	means the Additional Fees as defined in the Achmea Hypotheken Master Purchase Agreement.
"Adjusted Aggregate Asset Amount"	has the meaning ascribed thereto in schedule 1 of the Asset Monitoring Agreement.

"Adjusted Current Balance"	has the meaning ascribed thereto in the Asset Monitoring Agreement.
"Adjusted Market Value"	means in relation to any property at any date the Original Market Value of that property increased or decreased as appropriate by the increase or decrease in the Automated Valuation Adjustment since the date of the Original Market Value.
"Adjusted Required Redemption Amount"	means an amount equal to the Required Redemption Amount of the Earliest Maturing Covered Bonds less amounts standing to the credit of the CBC Account and the principal amount of any Substitution Assets (excluding all amounts to be applied on the following CBC Payment Date to repay higher ranking amounts in the CBC Priority of Payments and excluding those amounts that are required to repay any Series which mature prior to or on the same date as the relevant Series).
"Adjusted Valuation"	means in relation to any Mortgaged Asset at any date: (a) where the Original Market Value of that Mortgaged Asset is equal to or greater than the Adjusted Market Value as at that date, the Adjusted Market Value; or (b) where the Original Market Value of that Mortgaged Asset is less than the Adjusted Market Value as at that date, the Original Market Value plus 90 per cent. (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to qualify as "covered bonds" as defined in the CRR and the Issuer wishes to apply such different percentage, then such different percentage) of the difference between the Adjusted Market Value and the Original Market Value.
"Administration Agreement"	means the administration agreement dated the Programme Date and entered into between the Administrator, the CBC and the Security Trustee

substantially in the Agreed Form.

"Administration Rights"	means any and all present and future transferable rights (<i>vorderingen</i>) of the CBC vis-à-vis the Administrator under or in connection with the Administration Agreement.
"Administrator"	means Achmea Bank N.V. in its capacity as administrator under the Administration Agreement, or its successor or successors.
"AFM"	means the Dutch Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>).
"Agency Agreement"	means the agency agreement dated the Programme Date and entered into between the Issuer, the CBC, the Security Trustee and the Principal Paying Agents and the Registrar substantially in the Agreed Form.
"Agents"	means, in relation to the Covered Bonds of any Series, the Registrar, the Calculation Agent, the Principal Paying Agent, any other Paying Agents or any of them, as the case may be.
"Agreed Form"	means, in relation to any document, the form of the document which has been agreed between the parties thereto.
"AIFMD"	means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers.
"Amortisation Test Aggregate Asset Amount"	has the meaning ascribed thereto in schedule 2 of the Asset Monitoring Agreement.
"Amortisation Test Current Balance"	has the meaning ascribed thereto in the Asset Monitoring Agreement.
"Amortisation Test"	has the meaning ascribed thereto in Clause 4.1 of the

Asset Monitoring Agreement.

"Annuity Mortgage Loan"

means a mortgage loan or part thereof in respect of which the Borrower pays a fixed monthly instalment, made up of an initially high and thereafter decreasing interest portion and an initially low and thereafter increasing principal portion, and calculated in such manner that such mortgage loan will be fully redeemed at its maturity.

"APL"

means Achmea Pensioen- en Levensverzekeringen N.V.

"Arranger"

means Rabobank, or its successor or successors.

"Arrears of Interest"

means in relation to any Mortgage Receivable and as at any date, interest which is due and payable and unpaid up to and including that date.

"ASR 2019 Assignment Notification Event"

means the occurrence of any of the following events:

- (a) failure of ASR Leven, in any material respect, to duly perform or comply with any of its obligations other than payment obligations under the ASR BSPA and such failure, if capable of being remedied, is not remedied within 20 (twenty) Business Days after the earlier of (i) ASR Leven becoming aware of such failure and (ii) notice thereof has been given by the Transferor; or
- (b) ASR Leven has taken any corporate action or legal proceedings have been instituted against it for its dissolution (*ontbinding*) and liquidation (*vereffening*), applies for or is granted suspension of payments (*surseance van betaling*), applies for its bankruptcy or is declared bankrupt (*failliet verklaard*) or an emergency regulation is declared applicable (*noodregeling is van toepassing verklaard*) or any steps have been taken for the appointment of a receiver or a similar officer of ASR Leven

or of any or all of its assets and such steps or legal proceedings instituted against it (i) are not frivolous in nature or (ii) have not been terminated or withdrawn within 14 (fourteen) calendar days; or

- (c) at any time it becomes unlawful for ASR Leven to perform all or a material part of its obligations under the ASR BSPA in such a manner that this would have a material adverse effect on its ability to perform such obligations and, if such unlawfulness is capable of remedy, it is not remedied within 20 (twenty) Business Days; or
- (d) a default is made by ASR Leven in the payment on the due date of any amount due and payable by it under the ASR BSPA and such failure is not remedied within 15 (fifteen) Business Days after the earlier of (i) ASR Leven becoming aware of such failure and (ii) notice thereof has been given by the Transferor; or
- (e) ASR Nederland N.V. as the guarantor ceases to hold, directly or indirectly, more than 50 per cent. of the issued share capital of ASR Leven and is not consolidating ASR Leven in its accounts; or
- (f) An ASR Servicing Termination Event has occurred and is continuing or the appointment of ASR Leven under the ASR Servicing Agreement is terminated.

"ASR 2019 Mortgage Receivable"

means the mortgage receivables which were originated by ASR Leven and purchased by and transferred to the Transferor from ASR Admin in 2019 pursuant to the ASR BSPA.

"ASR 2021 Assignment Notification Event"

means the occurrence of any of the following events:

- (a) a default is made by ASR Leven in the payment on the due date of any amount due and payable by it under the relevant ASR Mortgage Receivables Purchase Agreement and such failure is not remedied within 15 (fifteen) Business Days after the earlier of (i) ASR Leven becoming aware of such failure and (ii) notice thereof has been given by the Transferor; or
- (b) failure of ASR Leven, in any material respect, to duly perform or comply with any of its obligations other than payment obligations under the relevant ASR Mortgage Receivables Purchase Agreement and such failure, if capable of being remedied, is not remedied within 20 (twenty) Business Days after the earlier of (i) ASR Leven becoming aware of such failure and (ii) notice thereof has been given by the Transferor; or
- (c) at any time it becomes unlawful for ASR Leven to perform all or a material part of its obligations under the relevant ASR Mortgage Receivables Purchase Agreement in such a manner that this would have a material adverse effect on its ability to perform such obligations which, if such unlawfulness is capable of remedy, is not remedied within 20 (twenty) Business Days; or
- (d) ASR Leven has taken any corporate action or legal proceedings have been instituted against it for its dissolution (*ontbinding*) and liquidation (*vereffening*), applies for or is granted suspension of payments (*surseance van betaling*), applies for its bankruptcy or is declared bankrupt (*failliet verklaard*) or any steps have been taken for the appointment of a receiver or a similar officer of ASR Leven or of any or all of its assets and such steps or legal proceedings instituted against it (i) are not frivolous in nature or (ii) have not been

terminated or withdrawn within 14 (fourteen) calendar days; or

- (e) a notice has been delivered in accordance with the ASR Servicing Agreement to effectuate the termination of the ASR Servicing Agreement provided that, at the option of the Transferor, Stater Nederland B.V. (or any other sub-servicer acceptable to the Transferor) is not providing the mortgage loan services directly to the Transferor subject to and in accordance with the procedures and guidelines of ASR Leven; or
- (f) a Change of Control in respect of ASR Leven whereby the acquiring entity does not satisfy all relevant know-your-customer, anti-money laundering, financial crime and other regulatory and legal checks of the Transferor.

"ASR 2021 Mortgage Receivable" means the mortgage receivables purchased by and transferred to the Transferor from ASR Leven.

"ASR Assignment Notification Event" means the ASR 2019 Assignment Notification Event and/or the ASR 2021 Assignment Notification Event.

"ASR BSPA" means the business and sale agreement dated 20 March 2019 and entered into between, *inter alia*, ASR Bank B.V., ASR Leven and the Transferor and pursuant to which, *inter alia*, the ASR 2019 Mortgage Receivables have been sold and assigned to the Transferor.

"ASR CBC Master Agreement" means the master purchase agreement dated 17 April 2024 and entered into by ASR Leven, Achmea Bank, the CBC and the Security Trustee.

"ASR Cost Cap" means, on any Monthly Payment Date, 0.30 per cent. per annum multiplied by the aggregate Outstanding Principal Amount of all ASR Mortgage Receivables less the Monthly Senior Fees paid or to be paid to ASR or amounts paid or to be paid to any other Secured Creditor by the CBC or the Security Trustee which

ranks equal to or higher than the Monthly Senior Fees in the relevant priority of payments under the Covered Bond Programme on such date.

"ASR Employee Mortgage" a Mortgage Loan granted to a Borrower who is an employee of the ASR Group (other than ASR Leven).

"ASR Leven" means ASR Levensverzekering N.V. or its successor or successors.

"ASR Monthly Fee Instalment" the agreed monthly fees, additional fees and costs as calculated in accordance with the ASR CBC Master Agreement.

"ASR Monthly Junior Fees" means an amount equal to the ASR Monthly Fee Instalment less the ASR Monthly Senior Fees as calculated in accordance with the ASR CBC Master Agreement.

"ASR Monthly Senior Fees" means the sum of (i) the amount equal to the aggregate outstanding principal amount of the ASR Mortgage Receivables multiplied by the fee percentage agreed by Achmea Bank and ASR Leven for the services provided by ASR Leven on the date of this Base Prospectus or such other fee percentage as agreed from time to time by Achmea Bank and ASR Leven provided the CBC has confirmed its acceptance thereof and (ii) the agreed borrower costs as calculated in accordance with the ASR CBC Master Agreement.

"ASR Mortgage Loan" means a Mortgage Loan which is granted by ASR Leven.

"ASR Mortgage Receivable" means a Mortgage Receivable resulting from an ASR Mortgage Loan.

"ASR MPA Rights" means all present and future transferable rights (*vorderingen*) of ASR Leven under or in connection with the ASR CBC Master Agreement.

"ASR Servicing" means the servicing agreement dated 12 November

Agreement"

2021 entered into between ASR Leven and the Transferor and pursuant to which ASR Leven has been appointed by the Transferor as servicer of the ASR Mortgage Receivables, as amended and restated on 29 September 2023.

"ASR Servicing Termination Event"

means the occurrence of any of the following events:

- (a) a material or persistent default is made by ASR Leven in the payment on the due date of any payment due and payable by it under the ASR Servicing Agreement and the service level agreement and such default continues unremedied for a period of fifteen (15) Business Days after the earlier of (i) ASR Leven becoming aware of such default and (ii) receipt by ASR Leven of written notice by the Transferor requiring the same to be remedied; or
- (b) a material or persistent default (other than a payment default as set forth under (a) above) is made by ASR Leven in the performance or observance of any of its other covenants and obligations under the ASR Servicing Agreement and the service level agreement and such default continues unremedied for a period of thirty (30) Business Days after the earlier of (i) ASR Leven becoming aware of such default and (ii) receipt by ASR Leven of written notice from the Transferor requiring the same to be remedied; or
- (c) ASR Leven takes any corporate action or other steps are taken or legal proceedings are started against it for its dissolution (*ontbinding*) and liquidation (*vereffening*); or
- (d) it becomes unlawful for ASR Leven to perform all or a material part of its obligations hereunder; or

- (e) ASR Leven has taken any corporate action for, or is subjected to, or legal proceedings have been instituted for its bankruptcy (*faillissement*), moratorium of payments (*surseance van betaling*) or any analogous insolvency proceedings under any applicable laws or for the appointment of a receiver or a similar officer of its or any or all of its assets; or
- (f) ASR Leven no longer holds the required licences to service the ASR Mortgage Receivables; or
- (g) notification of the Borrowers after the occurrence of an ASR Assignment Notification Event has (i) taken place either by ASR Leven or the Transferor or (ii) is envisaged to take place as part of the transition period referred to after termination of the ASR Servicing Agreement.

"Asset Cover Report" means the asset cover report prepared each month by the Administrator for the CBC which includes the relevant calculations in respect of the Asset Cover Test and which will be included in the Investor Report.

"Asset Cover Test" has the meaning ascribed thereto in Clause 3.1 of the Asset Monitoring Agreement.

"Asset Monitor Appointment Agreement" means the asset monitor appointment agreement dated the Programme Date and entered into between the Asset Monitor, the Issuer, the Administrator, the CBC and the Security Trustee substantially in the Agreed Form.

"Asset Monitor Report" means the agreed upon procedures report prepared by the Asset Monitor which includes the results of the tests conducted by the Asset Monitor in accordance with the Asset Monitor Appointment Agreement.

"Asset Monitor" means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Asset Monitor under or in

Rights"	connection with the Asset Monitor Appointment Agreement.
"Asset Monitor"	means KPMG Accountants N.V. or such other person as may from time to time be appointed as asset monitor pursuant to the Asset Monitoring Agreement.
"Asset Monitoring Agreement"	means the asset monitoring agreement dated the Programme Date and entered into between the Issuer, the Administrator, the CBC and the Security Trustee substantially in the Agreed Form.
"Asset Percentage"	means 85.50 per cent. or such other percentage figure as is determined from time to time in accordance with Clause 3.2 of the Asset Monitoring Agreement.
"Assignment Notification Event"	means any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) one of the events specified in Clause 3.2 of the Guarantee Support Agreement.
"Assumed Mortgage Interest Rate"	means the expected mortgage interest rate to as determined by the Servicer in relation to Mortgage Loans which have an interest rate reset, which interest rate will be notified by the Servicer to the CBC and the Rating Agency upon request.
"Auditors"	means the auditors for the time being of the Issuer or, as the case may be, the CBC or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Trust Deed, such other firm of accountants as may be nominated or approved by the Security Trustee.
"Authority"	means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign.
"Automated Valuation"	means the increases or decreases, as the case may be, of house prices as calculated and estimated by Calcasa B.V. as automated valuation provider in relation to

Adjustment"

residential properties in the Netherlands.

"Available Principal Funds"

means on a Calculation Date an amount equal to the aggregate of (without double counting):

- (i) the amount of Principal Receipts received during the previous calendar month;
- (ii) any amounts of principal received from any Substitution Asset (not forming part of the Available Revenue Funds);
- (iii) the principal amount of any Transferred Collateral in the form of cash (other than pursuant to a Swap Agreement) received during the previous calendar month;
- (iv) any amount required to be transferred to the CBC Account and/or the CBC Back-Up Account in accordance with item (i) of the CBC Priority of Payments (for the purpose of determining such amount this item (iv) will not be included in the Available Principal Funds for determining the amount available for application to such item (i));
- (v) all amounts in respect of principal (if any) received or to be received by the CBC under the Transaction Documents (other than the Insurance Savings Participation Agreement and the Bank Savings Participation Agreement, and other than any Swap Collateral Amounts posted under the Swap Agreements) on the relevant CBC Payment Date (or in the CBC Payment Period immediately preceding the relevant CBC Payment Date but excluding the preceding CBC Payment Date), except for any payments in respect of principal received under the Structured Swap Agreements that have been (or will be) applied towards payment of a Series of Covered Bonds;

- (vi) any amounts received in the preceding calendar month as Excess Proceeds to the extent such proceeds do not relate to interest; and
- (vii) any amounts reserved on the immediately preceding CBC Payment Date to the extent not applied towards payment of the relevant Series of Covered Bonds or the relevant Swap Agreement or a higher ranking item than payment of the relevant Series of Covered Bonds or the relevant Swap Agreement in the CBC Priority of Payments prior to the relevant CBC Payment Date to the extent relating to principal.

"Available Revenue Funds"

means on a Calculation Date an amount equal to the aggregate of (without double counting):

- (i) the amount of Interest Receipts received during the previous calendar month;
- (ii) other net income of the CBC including all amounts of interest received on the CBC Transaction Accounts (excluding the Swap Cash Collateral Account) and the CBC Back-Up Account and the Substitution Assets in the preceding calendar month;
- (iii) all amounts in respect of interest received or to be received by the CBC under the Swap Agreements on the relevant CBC Payment Date (or in the CBC Payment Period immediately preceding the relevant CBC Payment Date but excluding the preceding CBC Payment Date) except for any payments in respect of interest received under the Swap Agreements (other than the Portfolio Swap Agreements) that have been (or will be) applied towards payment of a Series of Covered Bonds and, for the avoidance of doubt, excluding Swap Collateral Amounts;

- (iv) any amounts on the Reserve Account released in accordance with the Trust Deed;
- (v) any amounts received as Excess Proceeds in the CBC Payment Period immediately preceding the relevant CBC Payment Date to the extent such proceeds do not relate to principal;
- (vi) any amounts to the extent not relating to principal, reserved on the immediately preceding CBC Payment Date to the extent not applied towards payment of the relevant Series of Covered Bonds or the relevant Swap Agreement or a higher ranking item than payment of the relevant Series of Covered Bonds or the relevant Swap Agreement in the CBC Priority of Payments prior to the relevant CBC Payment Date;
- (vii) any Excess Swap Replacement Amounts as shall be standing to the credit of the Swap Replacement Ledger on the relevant CBC Payment Date; and
- (viii) any other amounts standing to the credit of the CBC Account and/or the CBC Back-Up Account, to the extent not relating to principal, not excluded by virtue of (i) to (vii) above;

less

- (ix) on the first CBC Payment Date of each year, an amount equal to 10 per cent. of the annual fixed operational expenses of the CBC, with a minimum of euro 2,500.

**"Back-Up
Administration
Agreement"**

means the back-up administration agreement dated the Programme Date and entered into between the CBC, the Back-Up Administrator, the Administrator and the Security Trustee substantially in the Agreed Form.

"Back-Up"

means any and all present and future rights

Administration Rights"

(*vorderingen*) of the CBC vis-à-vis the Administrator under or in connection with the Administration Agreement.

"Back-Up Administrator"

means Intertrust Administrative Services B.V., or its successor or successors.

"Bank Savings Account"

means, in respect of a Bank Savings Mortgage Loan, a blocked savings account in the name of a Borrower held with the Bank Savings Participant.

"Bank Savings Deposit"

means, in relation to a Bank Savings Mortgage Loan, the balance standing to the credit of the relevant Bank Savings Account.

"Bank Savings Mortgage Loan"

means a mortgage loan or part thereof in respect of which the Borrower is not required to repay the principal until maturity but instead makes a deposit into the relevant Bank Savings Account.

"Bank Savings Mortgage Receivable"

means the Mortgage Receivable resulting from a Bank Savings Mortgage Loan.

"Bank Savings Participant"

means Achmea Bank N.V., or its successor or successors.

"Bank Savings Participation Agreement"

means the bank savings participation agreement dated the Programme Date and entered into between the CBC, the Security Trustee and the Bank Savings Participant substantially in the Agreed Form.

"Bank Savings Participation Enforcement Available Amount"

means amounts corresponding to the sum of:

(a) amounts equal to the Bank Savings Participation in each Bank Savings Mortgage Receivable, or if the amount recovered is less than the Bank Savings Participation, an amount equal to the amount actually recovered; and

(b) any amounts received by the Security Trustee in

connection with Clause 2.1 of the Parallel Debt Agreement equal to:

$(X \times Z) / Y$, whereby

X = the Bank Savings Participation in all Bank Savings Mortgage Loans;

Y = the aggregate Outstanding Principal Amount of the Mortgage Loans; and

Z = the total amount received by the Security Trustee in connection with Clause 2.1 of the Parallel Debt Agreement;

in each case less the sum of (i) any amount paid by the Security Trustee to the Bank Savings Participant (in that capacity only) pursuant to the Parallel Debt Agreement and (ii) a part pro rata to the proportion the Bank Savings Participation Enforcement Available Amount as set out under (a) and (b) above bears to the total amount received or recovered by the Security Trustee of any cost, charges, liabilities and expenses (including, for the avoidance of doubt, any costs of the Rating Agency and any legal advisor, auditor and accountant appointed by the Security Trustee), incurred by the Security Trustee, in connection with any of the Transaction Documents.

"Bank Savings Participation Increase"

means, in respect of each Bank Savings Mortgage Receivable, the increase of the Bank Savings Participation during each month, calculated on the basis of the following formula:

$(P/H \times R) + S$, whereby:

P = Bank Savings Participation on the first day of the relevant month;

S = the amount received by the CBC pursuant to the Bank Savings Participation Agreement on the CBC Payment Date immediately succeeding the relevant Calculation Date in respect of the relevant Bank Savings Mortgage Receivable from the Bank Savings Participant;

H = the Outstanding Principal Amount of the Bank Savings Mortgage Receivable on the first day of the relevant month; and

R = the amount of interest due by the Borrower on the relevant Bank Savings Mortgage Receivable and actually received by the CBC in respect of such Calculation Period.

"Bank Savings Participation Redemption Available Amount"

means, on any CBC Payment Date, in respect of a Bank Savings Mortgage Receivable an amount equal to the amounts received during the relevant month preceding such CBC Payment Date or if later, the Transfer Date and ends on the last day of such month (i) by means of repayment and prepayment under the relevant Bank Savings Mortgage Receivable, but excluding any prepayment penalties and interest penalties, if any, and, furthermore, excluding amounts paid as partial prepayments on the relevant Bank Savings Mortgage Receivable, (ii) in connection with the retransfer of relevant Bank Savings Mortgage Receivable which is subject to a Bank Savings Participation pursuant to the Guarantee Support Agreement to the extent such amounts relate to principal, (iii) in connection with a transfer of relevant Bank Savings Mortgage Receivable which is subject to a Bank Savings Participation pursuant to the Asset Monitoring Agreement to the extent such amounts relate to principal and (iv) as Net Proceeds on any relevant Bank Savings Mortgage Receivable which are subject to a Bank Savings Participation to the extent such amounts relate to principal.

"Bank Savings

means any and all present and future rights (*vorderingen*) of the CBC vis-à-vis the Bank Savings

"Participation Rights"	Participant under or in connection with the Bank Savings Participation Agreement.
"Bank Savings Participation"	means, on any CBC Payment Date, in respect of each Bank Savings Mortgage Receivable an amount equal to the Initial Bank Savings Participation in respect of such Bank Savings Mortgage Receivable increased with each Bank Savings Participation Increase up to (and including) the Calculation Period immediately preceding such CBC Payment Date, but not exceeding the Outstanding Principal Amount of such Bank Savings Mortgage Receivable.
"Base Prospectus"	means the base prospectus prepared in connection with the Programme as revised, supplemented or amended from time to time by the Issuer and the CBC in accordance with Clause 6.2 of the Programme Agreement including any documents which are from time to time incorporated by reference in the base prospectus, except that in relation to each Tranche of Covered Bonds only, the applicable Final Terms shall be deemed to be included in the base prospectus.
"Bearer Covered Bond"	means a Covered Bond issued in bearer form by the Issuer.
"Benchmark Event"	has the meaning ascribed thereto in Condition 5(B)(ii)(c) (<i>Replacement Reference Rate Determination for Discontinued Reference Rate</i>).
"Benchmarks Regulation"	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014.
"Beneficiary Rights"	means all rights and/or claims which the Transferor has vis-à-vis the Insurance Company in respect of an Insurance Policy, under which the Transferor has been appointed by the Borrower as beneficiary

(*begunstigde*) in connection with the relevant Mortgage Receivable.

"Block Voting Instruction"	has the meaning ascribed thereto in schedule 1 to the Trust Deed.
"Borrower Bank Savings Deposit Pledge"	means a pledge (<i>pandrecht</i>) originally created in favour of the Transferor on the rights of the relevant pledgor against Achmea Bank in relation to the Bank Savings Account to secure the relevant Mortgage Receivable.
"Borrower Costs"	has the meaning ascribed thereto in the Achmea Hypotheken Master Purchase Agreement and the ASR CBC Master Agreement.
"Borrower Insurance Pledge"	means a pledge (<i>pandrecht</i>) originally created in favour of the Transferor on the rights of the relevant pledgor against the Insurance Company under the relevant Insurance Policy securing the relevant Mortgage Receivable.
"Borrower Insurance Proceeds Instruction"	means the irrevocable instruction by the beneficiary under an Insurance Policy to the Insurance Company to apply the insurance proceeds towards repayment of the same debt for which the relevant Borrower Insurance Pledge was created.
"Borrower Investment Account"	means, in respect of an Investment Mortgage Loan, an investment account in the name of the relevant Borrower.
"Borrower Investment Pledge"	means a right of pledge (<i>pandrecht</i>) on the rights of the relevant Borrower in connection with the Borrower Investment Account in relation to Investment Mortgage Loans.
"Borrower Pledge"	means a right of pledge (<i>pandrecht</i>) securing the relevant Mortgage Receivable, including a Borrower Bank Savings Deposit Pledge, a Borrower Insurance

Pledge and a Borrower Investment Pledge.

"Borrower"	means the debtor or debtors, including any jointly and severally liable co-debtor or co-debtors, of a Mortgage Loan.
"Breach of Asset Cover Test Notice"	means a notice served by the Security Trustee addressed to the Issuer and the CBC informing them that a Breach of Asset Cover Test has occurred (i.e. the Asset Cover Test is breached for the second time in a row) and that, until remedied, no new Covered Bonds may be issued and that certain payments will not be made to the Issuer.
"Breach of Asset Cover Test"	has the meaning ascribed to such term in Clause 3.3 of the Asset Monitoring Agreement.
"BRRD"	means Directive 2014/59/EU for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms, as amended by Directive (EU) 2019/879 as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, as amended.
"Business Day"	means (i) a reference to a day on which banks are generally open for business in Amsterdam and London, provided that such day is also a day on which T2 is operating credit or transfer instructions in respect of payments in euro, or (ii), if used in or by reference to Condition 5 (<i>Interest</i>), such day as determined in accordance with Condition 5 (<i>Interest</i>) and the applicable Final Terms.
"Calculation Agency Agreement"	means a calculation agency agreement substantially in the form set out in schedule 3 to the Agency Agreement.
"Calculation Agent"	means, in relation to the Covered Bonds of any Series, the institution appointed as calculation agent in relation to such Covered Bonds pursuant to the relevant Calculation Agency Agreement (schedule 3 to the

Agency Agreement) or the Agency Agreement.

"Calculation Amount" has the meaning ascribed to it in the applicable Final Terms or, if no such amount is specified in the applicable Final Terms, the Specified Denomination.

"Calculation Date" means the date falling two (2) Business Days before each CBC Payment Date. The "relevant" Calculation Date in respect of any Calculation Period will be the first Calculation Date falling after the end of that period and the "relevant" Calculation Date in respect of any CBC Payment Date will be the Calculation Date immediately preceding that CBC Payment Date.

"Calculation Period" means the period from the Programme Date to the last day of April 2024 and thereafter, each period from (and including) the first day of each month to the last day of that same month.

"CB Regulations" means the Dutch covered bonds legislation effective as of 8 July 2022 and which implements the Covered Bond Directive in the Netherlands, which is set out in the covered bond directive implementation law (*Implementatiewet richtlijn gedekte obligaties*) dated 15 December 2021 and the Decree, as amended from time to time.

"CBC Acceleration Notice" means a notice from the Security Trustee in writing to the CBC, copied to the Issuer, that each Covered Bond of each Series is, and each Covered Bond of each Series shall as against the Issuer (if not already due and repayable against it following an Issuer Event of Default) and, through the Guarantee, as against the CBC, thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed.

"CBC Account Agreement" means the CBC account agreement dated the Programme Date and entered into between the CBC, the CBC Account Bank and the Security Trustee substantially in the Agreed Form.

"CBC Account Bank Period"	means the period from the Programme Date to the last day of April 2024 and thereafter, each period from (and including) the first day of each month to the last day of that same month.
"CBC Account Bank"	means Société Générale S.A., Amsterdam Branch, or its successor or successors.
"CBC Account Rights"	means all present and future rights (<i>vorderingen</i>) of the CBC vis-à-vis the CBC Account Bank under or in connection with the CBC Account Agreement and in respect of any CBC Transaction Accounts.
"CBC Account"	means bank account number IBAN: NL41SOGE0270226591 in the name of the CBC pursuant to the CBC Account Agreement with the CBC Account Bank.
"CBC Back-Up Account Agent"	means Citibank Europe plc, a public limited company organised under the laws of Ireland with company number 132781 and having its registered office at 1 North Wall Quay, Dublin 1 Ireland, acting through its Agency and Trust Business, or its successor or successors.
"CBC Back-Up Account Agreement"	means the CBC back-up account agreement dated the Programme Date and entered into between the CBC, the CBC Back-Up Account Bank, the CBC Back-Up Account Agent and the Security Trustee substantially in the Agreed Form.
"CBC Back-Up Account Bank"	means Citibank Europe plc, Netherlands Branch, a public limited company organised under the laws of Ireland with company number 132781 and having its registered office at 1 North Wall Quay, Dublin 1 Ireland, acting through its Netherlands branch, with its office at Schiphol Boulevard 257 WTC D Tower, floor 8, 1118 BH Schiphol, Netherlands Branch or its successor or successors.
"CBC Back-Up Account Interest"	means the interest rate on the relevant day of the CBC Back-Up Account Bank Period for the Back-Up

Rate"	Account minus the margin as set forth in the fee arrangement dated 28 November 2023 from the CBC Back-Up Account Bank and accepted by the CBC or such other interest rate as may be agreed upon from time to time between the CBC and the CBC Back-Up Account Bank.
"CBC Back-Up Account Rights"	means all present and future rights (<i>vorderingen</i>) of the CBC vis-à-vis the CBC Back-Up Account Bank under or in connection with the CBC Back-Up Account Agreement and in respect of the CBC Back-Up Account.
"CBC Back-Up Account"	means bank account number IBAN: NL81CITI2032336774 in the name of the CBC held with the CBC Back-Up Account Bank pursuant to CBC Back-Up Account Agreement and any additional or replacement accounts opened in the name of the CBC with the CBC Back-Up Account Bank.
"CBC Deductible Amount"	has the meaning ascribed to it in Clause 2.6 of the Parallel Debt Agreement.
"CBC Event of Default"	means any one of the circumstances described in Condition 10(b) (<i>CBC Events of Default</i>).
"CBC Management Agreement"	means the management agreement dated the Programme Date and entered into between the CBC, the Security Trustee and Intertrust Management B.V. substantially in the Agreed Form.
"CBC Payment Date"	means the 28 th calendar day of each calendar month, or, if such day is not a Business Day, the next following Business Day unless it would thereby fall into the next month, in which event such CBC Payment Date shall be brought forward to the immediately preceding Business Day.
"CBC Payment Obligations"	has the meaning ascribed to it in Clause 2.1 of the Parallel Debt Agreement.
"CBC Payment	means each period from (and including) a CBC

Period"	Payment Date to (but excluding) the next CBC Payment Date.
"CBC Priority of Payments"	has the meaning ascribed thereto in Clause 13 of the Trust Deed.
"CBC Services"	has the meaning ascribed thereto in schedule 1 to the Administration Agreement.
"CBC Transaction Accounts Funds"	means, on any day, the balance standing to the credit of the CBC Transaction Accounts as at the opening of business on such day.
"CBC Transaction Accounts Interest Rate"	means the interest rate on the relevant day of the CBC Account Bank Period for the relevant CBC Transaction Account as set forth in the fee letter dated 17 April 2024 from the CBC Account Bank and accepted by the CBC or such other interest rate as may be agreed upon from time to time between the CBC and the CBC Account Bank.
"CBC Transaction Accounts"	means the CBC Account, the Reserve Account, the Swap Cash Collateral Account and any additional or replacement accounts opened in the name of the CBC with the CBC Account Bank.
"CBC Transaction Documents"	means (i) the Guarantee Support Agreement, (ii) the Servicing Agreement, (iii) the Administration Agreement, (iv) the Insurance Savings Participation Agreement, (v) the Bank Savings Participation Agreement, (vi) the Asset Monitor Appointment Agreement, (vii) the Agency Agreement; (viii) the CBC Account Agreement; (ix) the CBC Back-Up Account Agreement, (x) the Back-Up Administration Agreement, (xi) the Achmea Hypotheken Master Purchase Agreement, (xii) the Achmea Hypotheken Collection Foundation Documents, (xiii) the ASR CBC Master Agreement and (xiv) any other document of which the rights of the CBC under such document will be pledged to the Security Trustee pursuant to the Security Trustee Rights Pledge Agreement.

"CBC Warranties"	means the representations and warranties by the CBC set out in schedule 12 to the Programme Agreement.
"CBC"	means Achmea SB Covered Bond Company II B.V., or its successor or successors.
"Change of Control"	means any envisaged transfer of the majority of the shares in ASR Leven to an entity outside the group to which such party belongs or any envisaged change in the control over such party by a transfer of shares to an entity outside the group to which the such party belongs.
"Clearstream, Luxembourg"	means Clearstream Banking, <i>société anonyme</i> , Luxembourg.
"Collateral Market Value"	means the market value of the relevant Transferred Collateral on any date.
"Collateral Return Payments"	means any payments or deliveries to be made in respect of the return of any Swap Collateral Amounts by the CBC to the relevant Swap Counterparty pursuant to the relevant Swap Agreement.
"Collection Foundation Accounts Interest"	has the meaning ascribed thereto in the Achmea Hypotheken Master Purchase Agreement.
"Collection Foundations"	means the Achmea Bank Collection Foundation and the Achmea Hypotheken Collection Foundation.
"Common Depositary"	means a common depositary for Euroclear and Clearstream, Luxembourg.
"Common Safekeeper"	means an ICSD in its capacity as common safekeeper or a person nominated by the ICSDs to perform the role of common safekeeper.
"Common Service Provider"	means a person nominated by the ICSDs to perform the role of a common service provider.

"Conditions"

means:

- (a) in relation to the Bearer Covered Bonds of any Series, the terms and conditions to be endorsed on, or incorporated by reference in, the Bearer Covered Bonds of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the Covered Bonds of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the Security Trustee and the relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Bearer Covered Bonds of such Series accordingly; or

- (b) in relation to the Registered Covered Bonds of any Series, the terms and conditions to be incorporated by reference in the Registered Covered Bonds Deed(s) in respect of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the Security Trustee and the relevant purchaser as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the provisions of the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Registered Covered Bonds of such Series accordingly.

"Confirmation Letter"

means:

- (a) in respect of the appointment of a third party as a Dealer for the duration of the Programme, the

Confirmation Letter substantially in the form set out in schedule 3 to the Programme Agreement; and

- (b) in respect of the appointment of a third party as a Dealer for one or more particular issue(s) of Covered Bonds under the Programme, the Confirmation Letter substantially in the form set out in schedule 5 to the Programme Agreement.

"Confirmation" has the meaning ascribed to it in the recital to the relevant ISDA Master Agreement forming part of the relevant Swap Agreement.

"Construction Deposit" means in relation to a Mortgage Loan, that part of the Mortgage Loan which the relevant Borrower requested to be disbursed into a blocked account held in his name with the relevant Transferor or withheld by any Originator, the proceeds of which can only be applied towards construction of, or improvements to, the relevant Mortgaged Asset.

"Convertibility Event" means the (indirect or direct) determination by the national government of the country in the currency of which the Covered Bonds were issued, or in respect of the euro the Netherlands, that such currency is substituted by another currency.

"Couponholder" means the holder of a Coupon.

"Coupons" means the interest coupons appertaining to the Covered Bonds.

"Covered Bond Directive" means Directive (EU) 2019/2162 of the European Parliament and of the Council on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU.

"Covered Bond Purchase Agreement" means, in respect of any Covered Bond, the date on which agreement is reached for the issue of such Covered Bond as contemplated in the Programme Agreement which, in the case a Covered Bond

Date	Purchase Agreement is entered into, shall be the date on which the relevant Covered Bond Purchase Agreement is signed by or on behalf of all parties to it.
"Covered Bond Purchase Agreement"	means an agreement supplemental to the Programme Agreement in the form, or substantially in the form, as set out in schedule 10 to the Programme Agreement or in such other form as may be agreed between the Issuer, the CBC and the Arranger or one or more Dealers (as the case may be).
"Covered Bondholder"	means the holders for the time being of the Covered Bonds, including the Coupons appertaining thereto.
"Covered Bonds"	means the Bearer Covered Bonds and the Registered Covered Bonds of any Series issued pursuant to the Trust Deed which shall be in or substantially in the form set out in schedule 2 to the Trust Deed or, as the case may be, a specific number thereof and includes any replacement covered bonds of such Series issued pursuant to Condition 11 (<i>Replacement of Covered Bonds, Coupons and Talons</i>) and each Global Covered Bond in respect of such Series for so long as it has not been exchanged in accordance with the terms thereof.
"CRD IV"	means the CRD and the CRR together.
"CRD"	means Directive 2013/36/EU 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, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.
"Credit Support Annex"	means in respect of each Swap Agreement, the ISDA Credit Support Annex between the Issuer and the relevant Swap Counterparty which supplements and forms part of the relevant Swap Agreement.
"CRR"	means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and

investment firms and amending Regulation (EU) No 648/2012, and as amended by Regulation (EU) 2019/2160 of the European Parliament and of the Council of 29 November 2019 as regards exposures in the form of covered bonds.

- "CSDDD"** means the proposal for a Directive of the European Parliament and of the Council as regards corporate sustainability due diligence.
- "Current Balance"** means in relation to an Eligible Receivable at any date, the aggregate (without double counting) of the Net Outstanding Principal Amount, Accrued Interest (unless it concerns calculations for either the Asset Cover Test or the Amortisation Test Aggregate Asset Amount, in which case Accrued Interest will not be included) and Arrears of Interest as at that date.
- "Custodian"** means any custodian appointed in accordance with the Transaction Documents by the CBC.
- "Custody Accounts"** means any Custody Securities Account and any Custody Cash Account under a Custody Agreement.
- "Custody Agreement"** means on any date, any custody agreement which, on such date, is entered into by the CBC, a Custodian and the Security Trustee.
- "Custody Cash Account"** means a bank account in the name of the CBC and designated as such pursuant to a Custody Agreement with a Custodian.
- "Custody Securities Account"** means a securities account in the name of the CBC and designated as such pursuant to a Custody Agreement with a Custodian.
- "Data Protection Act"** means (i) the General Data Protection Regulation and (ii) any other applicable data protection and data privacy laws and regulations.

"Dealer Accession Letter"

means:

- (a) in respect of the appointment of a New Dealer for the duration of the Programme or until terminated by the Issuer, the Dealer Accession Letter substantially in the form set out in schedule 2 to the Programme Agreement; and
- (b) in respect of the appointment of a New Dealer for one or more particular issue(s) of Covered Bonds under the Programme, the Dealer Accession Letter substantially in the form set out in schedule 4 to the Programme Agreement.

"Dealer"

means Rabobank and any additional dealer appointed in respect of Covered Bonds under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis.

"Decree"

means the covered bond directive implementation decree (*Implementatiebesluit richtlijn gedekte obligaties*) dated 24 May 2022, as amended from time to time and/or, as applicable, the articles of Besluit prudentiële regels implemented pursuant to such implementation.

"Deed of Assignment, Reassignment and Pledge"

means each deed of assignment, reassignment and pledge of Mortgage Receivables substantially in the form attached as schedule 2 to the Guarantee Support Agreement and, as the context may require, executed by the parties thereto.

"Defaulted Receivable"

means any Mortgage Receivable (other than any Mortgage Receivable in respect of which payment is disputed (in whole or in part, with or without justification) by the Borrower owing such Mortgage Receivable or any Mortgage Receivable which has been written off by the Transferor as irrecoverable for accounting purposes in accordance with the Transferor's general accounting practices) in respect of which:

- (i) a declaration has been made by the Transferor that such Mortgage Receivable is irrecoverable;
- (ii) legal proceedings have been commenced for its recovery;
- (iii) the related Borrower is declared bankrupt (*failliet verklaard*) or has been granted a suspension of payments (*surseance van betaling*) or debt rescheduling arrangement (*schuldsaneringsregeling*) or equivalent or analogous events or proceedings have occurred in relation to the relevant Borrower; or
- (iv) the relevant Borrower is in default with its payment obligation under such Mortgage Receivable (including, without limitation, payments made by third parties on behalf of the Borrower) by the end of the calendar month during which such Mortgage Receivable becomes more than ninety (90) days overdue for payment from the original date on which such Mortgage Receivable is due and payable within the meaning of Article 178 of the CRR (and the relevant guidelines issued on the application of this Article 178 CRR from time to time).

"Definitive Covered Bonds" means Covered Bonds in definitive form in respect of any Series of Covered Bonds.

"Delivery Event" means the event that Euroclear Nederland has been closed for business for a continuous period of fourteen (14) days (other than by reason of holiday, statutory or otherwise) or has announced an intention to cease business permanently or has in fact done so and no successor clearing system is available, provided that a Permanent Global Covered Bond may be delivered (*uitgeleverd*) pursuant to the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*).

"Deposit Amount" has the meaning ascribed thereto in the Asset

Monitoring Agreement.

"Deposit Rating"	means the deposit rating as used by Fitch in its rating methodology.
"Derivative Counterparty Rating"	means 'A' (long-term derivative counterparty rating) by Fitch, or if no derivative counterparty rating is assigned, 'F1' (short-term issuer default rating) or 'A' (long-term issuer default rating) by Fitch or such other lower rating or ratings as may be agreed by the Security Trustee, the CBC and the Issuer.
"Determination Period"	means the period from and including an Interest Payment Date in any year up to but excluding the next Interest Payment Date.
"Director"	means Intertrust Management B.V. with respect to the CBC, Erevia B.V. with respect to the Security Trustee and Intertrust Management B.V. with respect to the Stichting Holding, and their respective successor(s).
"Distribution Compliance Period"	has the meaning given to that term in Regulation S under the Securities Act.
"DNB"	means the Dutch Central Bank (<i>De Nederlandsche Bank N.V.</i>).
"Due for Payment Date"	means, with respect to a Guaranteed Amount, (i) prior to the service of a CBC Acceleration Notice, the Scheduled Payment Date in respect of such Guaranteed Amount or, if later, the day which is two (2) Business Days after service of an Issuer Acceleration Notice and a Notice to Pay on the CBC or (ii) after the service of a CBC Acceleration Notice, the date on which the CBC Acceleration Notice is served (or, in either case, if such day is not a Business Day, the first following Business Day).
"Dutch Civil Code"	means the Dutch Civil Code (<i>Burgerlijk Wetboek</i>) as amended from time to time.
"Earliest Maturing"	means at any date the relevant Series of Covered Bonds that has the earliest Maturity Date as specified in the

"Covered Bonds"	applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a CBC Event of Default).
"Early Redemption Amount"	has the meaning ascribed to such term in Condition 7(e) (<i>Early Redemption Amounts</i>).
"Eligibility Criteria"	means the criteria for the Mortgage Receivables which are set forth in part 3 of schedule 1 to the Guarantee Support Agreement, as may be amended in accordance with the provisions of the Guarantee Support Agreement.
"Eligible Assets"	means the Eligible Receivables and the Eligible Collateral.
"Eligible Collateral"	means euro denominated cash and/or Substitution Assets.
"Eligible Receivable"	means a mortgage receivable or a mortgage loan to which it relates which complies with the Eligibility Criteria as at the relevant Transfer Date.
"Eligible Swap Counterparty"	means a financial institution which is permitted under Dutch law to enter into derivative contracts with Dutch entities and whose unsecured, unsubordinated and unguaranteed securities are rated not lower than the Derivative Counterparty Rating.
"EMIR"	means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.

"Escrow List of Loans"

means, (i) a list of all Mortgage Loans, other than the ASR Mortgage Loans, at such time, which list includes (i) the name and address of the Borrower and (ii) the address of the Mortgaged Assets, if different from (i), and which list shall be provided by Quion Services B.V. as (indirect) sub-servicer of the Servicer upon the occurrence of an Assignment Notification Event or an Achmea Hypotheken Assignment Notification Event, as applicable, pursuant to the Quion Third Party Stipulation Letter Achmea Bank or the Quion Third Party Stipulation Letter Achmea Hypotheken, as applicable and (ii) in respect of ASR Mortgage Loans, a list of all ASR Mortgage Loans at such time, which list includes (i) the name and address of the Borrower and (ii) the address of the Mortgaged Assets, if different from (i), and which list shall be provided by Stater Nederland B.V. as (indirect) sub-servicer of the Servicer upon the occurrence of an Assignment Notification Event and an ASR Assignment Notification Event, as applicable, pursuant to the Stater Third Party Stipulation Letter.

"EU MiFID II"

means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

"EU Treaty"

means the treaty on the functioning of the European Union, as amended.

"EUR", "euro" and "€"

means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the EU Treaty.

"EURIBOR"

means the Eurozone inter-bank offered rate or its successor rate.

"Euroclear Nederland"

means Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., or its successor or successors.

"Euroclear"

means Euroclear Bank S.A./N.V., or its successor or

successors as operator of the Euroclear System.

**"Euronext
Amsterdam"**

means Euronext in Amsterdam, the regulated market of Euronext Amsterdam N.V.

"EUWA"

means the European Union Withdrawal Act 2018.

"Excess Proceeds"

has the meaning ascribed thereto in Clause 11.5 of the Trust Deed.

**"Excess Swap
Replacement
Amounts"**

means, in case of replacement of a Swap Agreement, the amount by which (i) the Swap Replacement Amount received by the CBC in connection with the Swap Agreement that is replaced exceeds (ii) the amounts debited to the Swap Replacement Ledger in respect of the replacement of such transaction.

"Exchange Date"

has the meaning ascribed to such term in the Temporary Global Covered Bond.

"Exchange Event"

has the meaning ascribed to such term in the Permanent Global Covered Bond.

"Exchange Notice"

has the meaning ascribed thereto in Condition 4.

**"Excluded Swap
Termination
Amount"**

means, in relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable to the relevant Swap Counterparty as a result of (a) an Event of Default or Termination Event (each as defined in such Swap Agreement) where the relevant Swap Counterparty is the Defaulting Party or the sole Affected Party (each as defined in such Swap Agreement) or (b) a downgrade with respect to such Swap Counterparty.

**"Extended Due for
Payment Date"**

means, subject to Condition 7(c), the date falling one (1) year after the Maturity Date, as specified as such in the applicable Final Terms.

"Extension Date"

means in respect of a Series of Covered Bonds the date on which the Guaranteed Final Redemption Amount is

Due for Payment.

"Extraordinary Resolution" has the meaning ascribed to it in schedule 1 to the Trust Deed.

"Final Terms" means the final terms issued in relation to each Tranche of Covered Bonds as a supplement to the Base Prospectus and giving details of that Tranche and, in relation to any particular Tranche of Covered Bonds.

"First Regulatory Current Balance Amount" has the meaning ascribed thereto in the Asset Monitoring Agreement.

"Fitch" means Fitch Ratings Ireland Limited.

"Fixed Rate Covered Bond" means a Covered Bond on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on such other dates as may be agreed (as indicated in the applicable Final Terms).

"Floating Rate Covered Bond" means Covered Bonds which will bear interest either at a rate determined 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 or on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service or on such other basis as set forth in the applicable Final Terms.

"Floating Rate of Interest" means the rate of interest payable from time to time in respect of the Floating Rate Covered Bonds, which will be determined in the manner specified in the applicable Final Terms.

"FSMA" means the United Kingdom Financial Services and Markets Act 2000.

"Further Advance" means any and all rights of the Transferor under or in

"Receivable"	connection with a Further Advance.
"Further Advance"	means either (i) further advances made under a Mortgage Loan which will be secured by the same Mortgage as the loan previously disbursed under such Mortgage Loan (<i>verhoogde inschrijving</i>) or (ii) further advances made under a Mortgage Loan which will also be secured by a second or sequentially lower ranking Mortgage as the loan previously disbursed under such Mortgage Loan (<i>verhoging</i>) or (iii) a withdrawal of moneys which were previously repaid to redeem the Mortgage Loan (<i>heropname</i>).
"General Data Protection Regulation"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended.
"Global Covered Bond"	means any Temporary Global Covered Bond, any Temporary Global Covered Bond in NGN-Form, any Permanent Global Covered Bond and/or Permanent Global Covered Bond in NGN-Form.
"GSA Rights"	means all present and future rights (<i>vorderingen</i>) of the CBC vis-à-vis the Transferor and the Issuer under or in connection with the Guarantee Support Agreement.
"Guarantee Support Agreement"	means the guarantee support agreement dated the Programme Date and entered into between the Transferor, the CBC and the Security Trustee substantially in the Agreed Form.
"Guarantee"	has the meaning ascribed thereto in Clause 7 of the Trust Deed.
"Guaranteed Amounts"	means, in respect of a Series: (a) with respect to any Scheduled Payment Date falling prior to the service of a CBC Acceleration Notice the sum of the Scheduled

Interest and Scheduled Principal payable on such Scheduled Payment Date; or

- (b) with respect to any date after the service of a CBC Acceleration Notice, an amount equal to the aggregate of (i) the relevant Early Redemption Amount specified in the Conditions as being payable on that date and (ii) all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds and all amounts payable by the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest paid after the Maturity Date shall be paid on such dates and at such rates as specified in the applicable Final Terms.

"Guaranteed Final Redemption Amount" means the Guaranteed Amount relating to Scheduled Principal payable on the Maturity Date.

"Guarantor" means the CBC in its capacity as guarantor.

"ICSD" means the international central securities depositories Clearstream, Luxembourg and/or Euroclear.

"IDD" means Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution.

"Initial Bank Savings Participation" means on the Transfer Date of each of the Bank Savings Mortgage Receivables, an amount equal to the sum of the Bank Savings Deposits received by the Bank Savings Participant in relation to such Bank Savings Mortgage Receivable with accrued interest up to the first day of the month in which such Transfer Date falls.

"Initial Insurance Savings Participation" means (a) in respect of Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element on the Transfer Date on which a Savings Mortgage Receivable or a Savings Mortgage Receivable is transferred to the CBC or (b) in respect of a switch from any type of Life Mortgage Loan with

the Investment Alternative into a Life Mortgage Loan with a Savings Alternative, on the CBC Payment Date succeeding such switch, an amount equal to the sum of the Savings Premium in respect of Savings Insurance Policies or a Life Insurance Policy with a Savings Alternative received by the Insurance Savings Participant in relation to such Savings Mortgage Loan or Life Mortgage Loan with a Savings Element with accrued interest up to the first day of the month in which such Transfer Date or CBC Payment Date, as applicable, falls in relation to each of the Savings Mortgage Receivables and each of the Life Mortgage Receivables with a Savings Element.

"Initial Participation" means each of the Initial Bank Savings Participation and the Initial Insurance Savings Participation.

"Insurance Company" means any insurance company established in the Netherlands (other than the Insurance Savings Participant).

"Insurance Policy" means a Life Insurance Policy, a Savings Insurance Policy or a Life Insurance Policy with a Savings Alternative or another insurance policy entered into as security for the Mortgage Loan.

"Insurance Savings Participant" means Achmea Pensioen- en Levensverzekeringen N.V. or its successor or successors.

"Insurance Savings Participation Agreement" means the insurance savings participation agreement dated the Programme Date and entered into between the CBC, the Security Trustee and the Insurance Savings Participant substantially in the Agreed Form.

"Insurance Savings Participation Enforcement Available Amount" means amounts corresponding to the sum of:

(a) amounts equal to the Insurance Savings Participation in each Savings Mortgage Receivable or Life Mortgage Loan with a Savings Element or if the amount recovered is less than the Insurance Savings Participation, an amount equal to the amount actually recovered;

and

- (b) any amounts received by the Security Trustee in connection with Clause 2.1 of the Parallel Debt Agreement equal to:

$(X \times Z)/Y$, whereby

X = the Insurance Savings Participation in all Insurance Savings Mortgage Loans;

Y = the aggregate Outstanding Principal Amount of the Insurance Savings Mortgage Loans;

Z = the total amount received by the Security Trustee in connection with Clause 2.1 of the Parallel Debt Agreement;

in each case less the sum of (i) any amount paid by the Security Trustee to the Insurance Savings Participant pursuant to the Parallel Debt Agreement and (ii) a part pro rata to the proportion the Insurance Savings Participation Enforcement Available Amount as set out under (a) and (b) above bears to the total amount received or recovered by the Security Trustee of any cost, charges, liabilities and expenses (including, for the avoidance of doubt, any costs of the Rating Agency and any legal advisor, auditor and accountant appointed by the Security Trustee), incurred by the Security Trustee, in connection with any of the Relevant Documents.

"Insurance Savings Participation Increase"

means, in respect of each Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, the increase of the Insurance Savings Participation during each month calculated on the basis of the following formula:

$(P/H \times R) + S$, whereby:

P = the Insurance Savings Participation on the first day of the relevant month in the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element;

H = the Outstanding Principal Amount of the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element on the first day of the relevant month;

R = the amount of interest, due by the Borrower on the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element and actually received by the CBC in such month;

S = the amount received by the CBC from or on behalf of the Insurance Savings Participant in such month in respect of the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element pursuant to the Insurance Savings Participation Agreement.

"Insurance Savings Participation Redemption Available Amount"

means on each CBC Payment Date, in respect of each Savings Mortgage Receivable and each Life Mortgage Receivable with a Savings Element, which is subject to an Insurance Savings Participation for an amount equal to the amounts received during the relevant month or, in the case of a transfer during a month, which falls in the period which commences on the Transfer Date or the date the Life Mortgage Loans are switched from the Investment Alternative to investments in the Savings Alternative and ends on the last day of such month up to the amount received (i) by means of repayment and prepayment under the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation but excluding any prepayment penalties and interest penalties, if any, and, furthermore, excluding amounts

paid as partial prepayments on the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation, (ii) in connection with the retransfer of a Savings Mortgage Receivable or a Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation pursuant to the Guarantee Support Agreement to the extent such amounts relate to principal, (iii) in connection with the transfer of a Savings Mortgage Receivable or a Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation to the extent such amounts relate to principal and (iv) as Net Proceeds on any Savings Mortgage Receivable or any Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation to the extent such amounts relate to principal, in each case with a maximum of the Insurance Savings Participation.

"Insurance Savings Participation Rights"

means any and all present and future rights (*vorderingen*) of the CBC vis-à-vis the Insurance Savings Participant under or in connection with the Insurance Savings Participation Agreement.

"Insurance Savings Participation"

means, on any CBC Payment Date, in respect of each Savings Mortgage Receivables or each Life Mortgage Receivable with a Savings Element an amount equal to the Initial Insurance Savings Participation in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, respectively, increased with each Insurance Savings Participation Increase up to (and including) the Calculation Period immediately preceding such CBC Payment Date, but not exceeding the Outstanding Principal Amount of such Savings Mortgage Receivable or Savings Investment Receivable, respectively.

"Interest Commencement"

means, in relation to any interest-bearing Covered Bond, the date specified as such in the applicable Final

"Date"	Terms and/or the applicable Conditions.
"Interest Determination Date"	means, in relation to a Covered Bond, such date or dates as are indicated in the applicable Final Terms as Interest Determination Date.
"Interest Payment Date"	means, in relation to any Fixed Rate Covered Bond, such date or dates as are indicated as such in the applicable Final Terms and, in relation to any Floating Rate Covered Bond, either: (a) the date which falls the number of months or other period specified as the 'Specified Period' in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date; or (b) such date or dates as are indicated in the applicable Final Terms.
"Interest Receipts"	means: (i) interest and fees and other amounts received by the CBC in respect of the Mortgage Receivables (including any penalties for late payments), other than Principal Receipts, less (A) in respect of each Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation, an amount equal to the net amount received or recovered multiplied by the Insurance Savings Participation Fraction and (B) in respect of each Bank Savings Mortgage Receivable which is subject to a Bank Savings Participation, an amount equal to the net amount received or recovered multiplied by the Bank Savings Participation Fraction;

- (ii) prepayment penalties received or recovered by the CBC in respect of the Mortgage Receivables; and
- (iii) any amounts received as Net Proceeds to the extent such proceeds do not relate to principal less (A) in respect of each Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation, an amount equal to the net amount received or recovered multiplied by the Insurance Savings Participation Fraction and (B) in respect of each Bank Savings Mortgage Receivable which is subject to a Bank Savings Participation, an amount equal to the net amount received or recovered multiplied by the Bank Savings Participation Fraction.

"Interest Swap Agreement"

means a 1992 (Multicurrency-Cross Border) or 2002 ISDA Master Agreement together with the relevant schedule, confirmation(s) and, if applicable, credit support annex entered into between an interest swap counterparty, the CBC and the Security Trustee.

"Interest Swap Counterparty"

means any interest swap counterparty under any Interest Swap Agreement.

"Internal Cover Pool Monitor"

means Achmea Internal Audit acting as internal cover pool monitor for the purpose of Article 40n of the Decree, *inter alia*, to monitor on an annual basis compliance with Articles 3:33b and 3:33ba of the Wft and Articles 40e up to and including Article 40m of the Decree (excluding Articles 40g and 40k of the Decree) (which expression shall include such other person as may be appointed from time to time as Internal Cover Pool Monitor).

"Investment Alternative"

means in respect of a Life Mortgage Loan with the possibility of a Savings Element, the alternative whereby the Savings Investment Premiums are invested in investment funds (and not in the Savings

Alternative).

"Investment Mortgage Loan"	means a Mortgage Loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but undertakes to invest defined amounts through a Borrower Investment Account.
"Investment Mortgage Receivable"	means the Mortgage Receivable resulting from an Investment Mortgage Loan.
"Investor Default Event"	means (i) an Investor Insolvency Event; and/or (ii) the notification by the CBC or the Security Trustee of the occurrence of a Notification Event and/or Servicing Termination Event in respect of the Issuer or the CBC under the Covered Bond Programme.
"Investor Insolvency Event"	the Issuer having been declared bankrupt (<i>faillissement</i>) or been subjected to suspension of payments (<i>surseance van betaling</i>) or analogous insolvency procedures under any Applicable Law or the Issuer being subjected to resolution measures of any competent resolution authority.
"Investor Report"	has the meaning ascribed thereto in Clause 7.1 of the Administration Agreement.
"ISDA Definitions"	means either the 2006 ISDA Definitions or the 2021 ISDA Definitions, in each case as published by the International Swaps and Derivatives Association, Inc., as applicable.
"Issue Date"	means, in relation to any Covered Bond, the date of issue and settlement of such Covered Bond pursuant to the relevant Covered Bond Purchase Agreement or any other relevant agreement between the Issuer, the CBC and the relevant Dealer(s).
"Issuer Acceleration Notice"	means a notice from the Security Trustee in writing to the Issuer that each Covered Bond of each Series is, and each such Covered Bond shall thereupon immediately become, due and repayable as against the Issuer (but not against the CBC) at its Early

Redemption Amount together with accrued interest as provided in the Trust Deed.

"Issuer Default Rating"	means the long term issuer credit rating as used by Fitch in its rating methodology.
"Issuer Event of Default"	means any one of the circumstances described in Condition 10(a) (<i>Issuer Events of Default</i>).
"Issuer Warranties"	means the representations and warranties by the Issuer set out in schedule 11 to the Programme Agreement.
"Issuer"	means Achmea Bank N.V. or its successor or successors.
"Italian Financial Services Act"	means the Italian Legislative Decree No. 58 of 24 February 1998, as amended.
"Lead Manager"	means, in relation to any Tranche, the institution named as the Lead Manager in the applicable Covered Bond Purchase Agreement or, when only one Dealer signs such Covered Bond Purchase Agreement, such Dealer.
"Ledger"	means any of the ledgers referred to in Clause 6 of the Administration Agreement.
"Legislative Amendment"	means any modification to the Covered Bonds of one or more Series, the related Coupons, and/or any Transaction Documents, required or necessary in connection with any change, after the relevant Issue Date, to any laws or regulation (including but not limited to the laws and regulations of the Netherlands and the European Union) applicable or relevant with respect to covered bonds (<i>gedekte obligaties</i>) to ensure that the Issuer, the CBC and/or Covered Bondholders enjoy the full benefits of such legislation, provided that in the sole opinion of the Security Trustee such modification is not materially prejudicial to the interest of any of the Covered Bondholders or any of the other

Secured Creditors.

"Life Insurance Policy"	means an insurance policy taken out by any Borrower comprised of a risk insurance element and a capital insurance element which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life.
"Life Mortgage Loan with the possibility of a Savings Element"	means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but instead pays on a monthly basis a premium to the Insurance Savings Participant under a Life Insurance Policy with the possibility of a Savings Element.
"Life Mortgage Loan"	means a mortgage loan or part thereof in respect of which the Borrower is not required to repay until maturity, but instead pays on a monthly basis a premium to the Insurance Company.
"Life Mortgage Receivable"	means the Mortgage Receivable resulting from a Life Mortgage Loan.
"List of Mortgage Loans"	means, at each Transfer Date, the list attached as annex 1 to the Deed of Assignment, Reassignment and Pledge, and at each CBC Payment Date, a list of all Mortgage Loans of which the Mortgage Receivables are held by the CBC at such time.
"Listing Agent"	means Rabobank in its capacity of listing agent in respect of Covered Bonds listed on Euronext Amsterdam, or its successor or successors, and in respect of any other stock exchange, such entity appointed as listing agent.
"Listing Agreement"	means the listing agreement dated on or about the Programme Date entered into between the Issuer and the Listing Agent.
"Listing Rules"	means in the case of Covered Bonds which are, or are to be, listed on a stock exchange, the listing rules and regulations for the time being in force for that stock

exchange.

- "Loan Files"** means the file or files relating to each Mortgage Loan containing, *inter alia*, (i) all material correspondence relating to that Mortgage Loan; and (ii) a certified copy of the Mortgage Deed.
- "Loan Parts"** means one or more of the loan parts (*leningdelen*) of which a Mortgage Loan consists.
- "Loss"** has the meaning ascribed to such term in Clause 8.1 of the Programme Agreement
- "LTV Cut-Off Percentage"** means 80 per cent. for all Mortgage Receivables or such other percentage as may be notified to the Rating Agency from time to time in respect of the relevant Mortgage Receivables, or such lower percentage as is required from time to time for Covered Bonds to comply with Article 129 CRR, currently being eighty (80) per cent. for all Mortgage Receivables.
- "Management Agreements"** means the CBC Management Agreement, the Stichting Holding Management Agreement and the Security Trustee Management Agreement.
- "Manager"** means, in relation to any Series or Tranche of Covered Bonds, any person appointed as a manager in the relevant Covered Bond Purchase Agreement.
- "Mandatory Liquidity Required Amount"** means an amount equal to the amount which is at such time required to be maintained by the CBC to ensure compliance with Article 40k of the Decree after taking into account any amounts standing to the credit of the Reserve Account, as permitted to be taken into account pursuant to Article 40k of the Decree and any other amounts (whether held or generated and) permitted to be taken into account pursuant to Article 40k of the Decree (in each case all as calculated on each relevant Calculation Date for the relevant period prescribed by Article 40k of the Decree).
- "Mandatory Liquidity"** has the meaning ascribed thereto in Clause 5.3 of the

Test"

Asset Monitoring Agreement.

"Margin"

means the relevant margin (if any) relating to a floating rate as specified in the applicable Final Terms as being the Margin.

"Master Definitions Agreement"

means this Agreement dated the Programme Date and entered into substantially in the Agreed Form, as the same may be amended and restated from time to time.

"Material Adverse Effect"

means:

- (a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or
- (b) in respect of a party to a Transaction Document, a material adverse effect on:
 - (i) the business, operations, assets, property, condition (financial or otherwise) or prospects of such party; or
 - (ii) the ability of such party to perform its obligations under any of the Transaction Documents; or
 - (iii) the rights or remedies of such party under any of the Transaction Documents; or
- (c) in the context of the Mortgage Receivables and the Beneficiary Rights relating thereto, a material adverse effect on the interests of the CBC or the Security Trustee in the Mortgage Receivables and the Beneficiary Rights relating thereto, or on the ability of the CBC (or the relevant Servicer on the CBC's behalf) to collect the amounts due under the Mortgage Receivables and the Beneficiary Rights relating thereto, or on the ability of the Security Trustee

to enforce the Security; or

- (d) a material adverse effect on the validity or enforceability of any of the Covered Bonds.

"Maturity Date"

means, subject to Condition 7(c) (*Redemption at the option of the Issuer (Issuer Call)*), in respect of a Series of Covered Bonds, the relevant Interest Payment Date which falls no more than forty-seven (47) years after the Issue Date of such Series and on which the Covered Bonds of such Series are expected to be redeemed at their Principal Amount Outstanding in accordance with the Conditions, as specified in the relevant Final Terms.

"Member States"

means the member states of the European Union from time to time.

"Mortgage Conditions"

means, in relation to a Mortgage Loan, the terms and conditions applicable to such Mortgage Loan, as set forth in the relevant Mortgage Deed and/or in any loan document, offer document or any other document and/or in any applicable general terms and conditions for mortgages of the Transferor or any New Originator, as from time to time in effect.

"Mortgage Deeds"

means notarially certified copies of the notarial deeds constituting the Mortgage Loans.

"Mortgage Loans"

means the mortgage loans entered into by the relevant Originator and the relevant borrowers as evidenced by the relevant loan agreements, which may consist of one or more loan parts (*leningdelen*), as set out in the List of Mortgage Loans attached to the most recent Deed of Assignment, Reassignment and Pledge, in each case to the extent the Mortgage Receivables in respect of such loans have not been redeemed, retransferred, sold or otherwise disposed of.

"Mortgage Receivables"

means the representations and warranties given by the Transferor relating to the Mortgage Receivables which are set forth in part 2 of schedule 1 to the Guarantee

Warranties"

Support Agreement.

**"Mortgage
Receivables"**

means any and all rights of the Transferor (and after assignment of such rights to the CBC, of the CBC) against the Borrower under or in connection with a Mortgage Loan, including any and all claims of the Transferor (or the CBC after assignment) on the Borrower as a result of the Mortgage Loan being terminated, dissolved or declared null and void.

"Mortgage Report"

has the meaning ascribed thereto in Clause 5.1 of the Servicing Agreement.

"Mortgage"

means a mortgage right (*hypothekrecht*) securing the relevant Mortgage Receivable.

"Mortgaged Asset"

means (i) a real property (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*) or (iii) a long lease (*erfpachtsrecht*) situated in the Netherlands on which a Mortgage is vested.

**"Net Outstanding
Principal Amount"**

means in relation to a Mortgage Receivable, at any date, the Outstanding Principal Amount of the relevant Mortgage Loan less (A) if it is a Savings Mortgage Loan or a Life Mortgage Loan with a Savings Element subject to an Insurance Savings Participation, an amount equal to the Insurance Savings Participation on such date and (B) if it is a Bank Savings Mortgage Loan subject to a Bank Savings Participation, an amount equal to the Bank Savings Participation on such date.

"Net Proceeds"

means in respect of a Mortgage Receivable the sum of (a) the proceeds of a foreclosure on the Mortgage, (b) the proceeds of foreclosure on any other collateral securing the Mortgage Receivable, (c) the proceeds, if any, of collection of any insurance policies in connection with the Mortgage Receivable, including but not limited to life insurance and fire insurance, (d) the proceeds of any guarantees or sureties in relation to the relevant Mortgage Receivables, and (e) the proceeds of foreclosure on any other assets of the

relevant debtor, after deduction of foreclosure costs.

"New Currency"	has the meaning ascribed thereto in Condition 4.
"New Dealer"	means any entity appointed as an additional Dealer in accordance with Clause 13 of the Programme Agreement.
"New Entity"	has the meaning ascribed thereto in Clause 23.5 of the Trust Deed.
"New Originator Accession Letter"	means the accession letter to the Programme to be executed by each New Originator substantially in the form set out in schedule 6 part B to the Programme Agreement.
"New Originator Confirmation Letter"	means the confirmation letter in relation to the accession to the Programme by a New Originator substantially in the form set out in schedule 7 Part B to the Programme Agreement.
"New Originator"	means any new originator which at the option of the Issuer accedes to the Programme and the Transaction Documents as new originator in accordance with Clause 15 of the Programme Agreement.
"New Transferor Accession Letter"	means the accession letter to the Programme to be executed by each New Transferor substantially in the form set out in schedule 6 part A to the Programme Agreement.
"New Transferor Confirmation Letter"	means the confirmation letter in relation to the accession to the Programme by a New Transferor substantially in the form set out in schedule 7 Part A to the Programme Agreement.
"New Transferor"	means any member of the Achmea Group which at the option of the Issuer accedes to the Programme and the Transaction Documents as new transferor in accordance with Clause 14 of the Programme

Agreement.

"NGN-Form"	means the new global note form.
"NHG Advance Right"	means the right to receive an advance payment of expected loss from Stichting WEW, subject to certain conditions being met.
"Nominee"	has the meaning ascribed thereto in Clause 18.1 of the Programme Agreement.
"Notice to Pay"	means, in respect of the CBC, a written demand duly given in accordance with Clause 8.1 of the Trust Deed and/or duly given in accordance with Clause 10.6 of the Trust Deed.
"Notice"	means, in respect of notice to be given to Covered Bondholders, a notice validly given pursuant to Condition 14 (<i>Notices</i>).
"Notification Event"	means any of the Assignment Notification Events and the Security Trustee Pledge Notification Events.
"Notional Amount"	means the principal amount of a Covered Bond on the relevant Issue Date.
"Offer Notice"	means the offer notice substantially in the form set out in schedule 3 to the Guarantee Support Agreement.
"Old Currency"	has the meaning ascribed thereto in Condition 4.
"Original Market Value"	means in relation to any Mortgaged Asset the foreclosure value (<i>executiewaarde</i>) given to that Mortgaged Asset by the most recent valuation before the relevant Mortgage Receivable was transferred to the CBC, divided by 0.90 or such other factor as required from time to time by the applicable rules and regulations or any internal requirement of the Transferor in relation thereto or, as applicable, the market value (<i>marktwaarde</i>) given to that Mortgaged Asset by the most recent valuation before the relevant

Mortgage Receivable was transferred to the CBC.

"Originator"	means (i) Avéro Hypotheken B.V., Centraal Beheer Hypotheken B.V., Centraal Beheer Woninghypotheken B.V., FBTO Hypotheken B.V. and Woonfonds Nederland B.V., in each case merged into the Transferor, (ii) Interpolis Schade Hypotheken B.V. and Interpolis BTL Hypotheken B.V., in each case acquired by and merged into the Transferor, (iii) the Transferor, (iv) Achmea Hypotheken, (v) ASR Leven and (vi) any New Originator.
"Other Claims"	means any claim the Transferor or an Originator has against the Borrower, other than a Mortgage Receivable, which is secured by the same Mortgage and/or Borrower Pledge.
"Outstanding Principal Amount"	means in respect of a Mortgage Receivable, on any date the (then remaining) aggregate principal sum (<i>hoofdsom</i>) due by the relevant Borrower under the relevant Mortgage Loan, including any Further Advance Receivable transferred to the CBC, and after the foreclosure of the relevant Mortgage Receivable resulting in a loss being realised, zero.
"Parallel Debt Agreement"	means the parallel debt agreement dated the Programme Date entered into between the CBC, the Security Trustee and the Secured Creditors (other than the Covered Bondholders and Achmea Hypotheken as Originator) substantially in the Agreed Form.
"Parallel Debt"	has the meaning ascribed to it in Clause 2.1 of the Parallel Debt Agreement.
"Partial Portfolio"	has the meaning ascribed to such term in Clause 9.9 the Asset Monitoring Agreement.
"Participation Agreements"	means the Bank Savings Participation Agreement and the Insurance Savings Participation Agreement.
"Participation"	means, in respect of each Savings Mortgage Receivable or Life Mortgage Receivable with a

"Fraction"	Savings Element which is subject to an Insurance Savings Participation, an amount equal to the net amount received or recovered multiplied by the Insurance Savings Participation divided by the Outstanding Principal Amount of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, respectively.
"Participation Rights"	means the Bank Savings Participation Rights and/or the Insurance Savings Participation Rights.
"Paying Agency Rights"	means any and all present and future rights (<i>vorderingen</i>) of the CBC vis-à-vis the Paying Agent under or in connection with the Agency Agreement.
"Paying Agents"	means, in relation to the Covered Bonds of any Series, the Principal Paying Agent, and any other paying agent appointed pursuant to the Agency Agreement.
"Permanent Global Covered Bond"	means any Permanent Global Covered Bond and/or any Permanent Global Covered Bond in NGN-Form.
"Pledge Agreements"	means the Security Trustee Receivables Pledge Agreement, the Security Trustee Rights Pledge Agreement and any other agreement pursuant to which security is granted to the Security Trustee on any Transferred Assets other than the Mortgage Receivables and the Beneficiary Rights relating thereto.
"Pool Services"	has the meaning ascribed thereto in Clause 2 of the Servicing Agreement.
"Portfolio Swap Agreement"	means a 1992 (Multicurrency Cross Border) or 2002 ISDA Master Agreement together with the relevant schedule, confirmation(s) and, if applicable, credit support annex entered into between a Portfolio Swap Counterparty, the CBC and the Security Trustee pursuant to which a part of the interest received under the Transferred Assets are swapped with interest due under one or more Series.

"Portfolio Swap Counterparty"	means any swap counterparty under any Portfolio Swap Agreement.
"Post CBC Acceleration Notice Priority of Payments"	has the meaning ascribed thereto in Clause 14.1 of the Trust Deed.
"Previous Outstanding Transaction Security Trustees"	means Stichting Security Trustee SRMP I, Stichting Security Trustee SRMP II and Stichting Trustee Achmea SB Covered Bond Company.
"Previous Outstanding Transaction SPVs"	means Securitised Residential Mortgage Portfolio I B.V., Securitised Residential Mortgage Portfolio II B.V. and Achmea SB Covered Bond Company B.V.
"Principal Amount Outstanding"	means on any date, the principal amount of a Covered Bond on the relevant Issue Date, less the aggregate amount of any principal payments in respect of such Covered Bond which have been paid to the Paying Agent on or prior to that date.
"Principal Ledger"	has the meaning ascribed to it in Clause 6.3 of the Administration Agreement.
"Principal Paying Agent"	means Citibank N.A., London Branch, or its successor or successors.
"Principal Receipts"	means: (a) any amount received as principal under the Mortgage Receivables (as repayment, prepayment, sale, refinancing, including payments of arrears, Accrued Interest and Arrears of Interest as at the relevant Transfer Date of a Receivable, but excluding prepayment penalties) less (A) in respect of each Savings Mortgage Receivable and each Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation, the Insurance Savings Participation in such Savings Mortgage

Receivable or such Life Mortgage Receivable with a Savings Element and (B) in respect of each Bank Savings Mortgage Receivable which is subject to a Bank Savings Participation, the Bank Savings Participation in such Bank Savings Mortgage Receivable;

- (b) any amounts received or recovered as Net Proceeds to the extent relating to principal less (A) in respect of each Savings Mortgage Receivable and each Life Mortgage Receivable with a Savings Element which is subject to an Insurance Savings Participation, the Insurance Savings Participation in such Savings Mortgage Receivable or such Life Mortgage Receivable with a Savings Element and (B) in respect of each Bank Savings Mortgage Receivable which is subject to a Bank Savings Participation, the Bank Savings Participation in such Bank Savings Mortgage Receivable; and

any amounts received as Bank Savings Participation Increase and Insurance Savings Participation Increase and Initial Bank Savings Participation and the Initial Insurance Savings Participation.

"Priority of Payments"

means each of the CBC Priority of Payments and the Post CBC Acceleration Notice Priority of Payments, or, as the context so requires, one of these.

"Programme Agreement"

means the programme agreement dated the Programme Date entered into between the Issuer, the CBC, the Arranger and the Dealers named therein substantially in the Agreed Form.

"Programme Date"

means 17 April 2024.

"Programme Resolution"

has the meaning ascribed to it in schedule 1 to the Trust Deed.

"Programme"	means the EUR 5.000.000.000 Covered Bond programme of the Issuer established by, or otherwise contemplated in, the Programme Agreement and the Trust Deed.
"Prospectus Regulation"	means 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, including any commission delegated regulation thereunder, as amended.
"Provisions for Meetings of Covered Bondholders"	means the provisions for meetings of Covered Bondholders as set out in schedule 1 to the Trust Deed.
"Quion Third Party Stipulation Letter Achmea Bank"	means the third party stipulation letter dated 17 April 2024 and signed by Quion Services B.V., the CBC and the Issuer.
"Quion Third Party Stipulation Letter Achmea Hypotheken"	means the third party stipulation letter dated on or after 17 April 2024 and signed by Quion Services B.V. and Achmea Hypotheken B.V.
"Rabobank"	means Coöperatieve Rabobank U.A., or its successor or successors.
"Rate Determination Agent"	has the meaning ascribed thereto in Condition 5(B)(ii)(c) (<i>Replacement Reference Rate Determination for Discontinued Reference Rate</i>).
"Rating Agency Confirmation"	means, with respect to a matter which requires Rating Agency Confirmation under the Transaction Documents and which has been notified to each Rating Agency with a request to provide a confirmation, receipt by the Security Trustee, in form and substance satisfactory to the Security Trustee, of: (a) a confirmation from each Rating Agency that its then current ratings of the Covered Bonds will not be adversely affected by or withdrawn

as a result of the relevant matter (a "**confirmation**");

- (b) if no confirmation is forthcoming from any Rating Agency, a written indication, by whatever means of communication, from such Rating Agency that it does not have any (or any further) comments in respect of the relevant matter (an "**indication**"); or
- (c) if no confirmation and no indication is forthcoming from any Rating Agency and such Rating Agency has not communicated that the then current ratings of the Covered Bonds will be adversely affected by or withdrawn as a result of the relevant matter or that it has comments in respect of the relevant matter:
 - (i) a written communication, by whatever means, from such Rating Agency that it has completed its review of the relevant matter and that in the circumstances (x) it does not consider a confirmation required or (y) it is not in line with its policies to provide a confirmation; or
 - (ii) if such Rating Agency has not communicated that it requires more time or information to analyse the relevant matter, evidence that thirty (30) days have passed since such Rating Agency was notified of the relevant matter and that reasonable efforts were made to obtain a confirmation or an indication from such Rating Agency.

"Rating Agency"

means any rating agency (or its successor) who, at the request of the Issuer assigns, and for as long as it assigns, one or more ratings to the Covered Bonds under the Programme from time to time, which at the

date of this Agreement includes Fitch.

"Redenomination Date" has the meaning ascribed thereto in Condition 4.

"Reference Banks" means, in the case of a determination of EURIBOR (and predecessors), the principal office of four major banks in the Eurozone inter-bank market selected by the Administrator.

"Reference Mortgage Lenders" means three (3) leading mortgage lenders in the Dutch mortgage market selected by the Administrator in good faith.

"Reference Rate" means a rate of interest payable pursuant to any Transaction Document or, where applicable in relation to the Covered Bonds of any Series, the Reference Rate specified in the applicable Final Terms.

"Refinance Date" means the date on which the CBC shall sell or refinance the Selected Transferred Asset after the occurrence of an Issuer Event of Default.

"Register" means the register kept by the Registrar and in which the details, transfers and amendments in relation to the Registered Covered Bonds are registered by the Registrar in accordance with the Agency Agreement.

"Registered Covered Bond" means a covered bond issued in registered form by the Issuer.

"Registered Covered Bonds Deed" means a deed of issuance of Registered Covered Bonds issued pursuant to the Trust Deed in the form, or substantially in the form, of schedule 5 to the Trust Deed.

"Registrar Rights" means any and all present and future rights (*vorderingen*) of the CBC vis-à-vis the Registrar under or in connection with the Agency Agreement.

"Registrar"	means Citibank N.A., London Branch, or its successor or successors.
"Regulated Status"	means the status of being compliant with the requirements for the legal covered bonds as set out in the CB Regulations.
"Regulation S"	means the Regulation S under the Securities Act.
"Regulatory Cut-Off Percentage"	has the meaning ascribed thereto in Schedule 1 to the Asset Monitoring Agreement.
"Relevant Date"	has the meaning set out in Condition 8 (<i>Taxation</i>).
"Relevant Party".	means the Arranger, each Dealer and each of their respective directors, officers, employees and agents.
"Relevant Remedy Period"	means the maximum remedy period from time to time, as required to sustain the then current rating of the Covered Bonds, as of the date of the Programme Date being in case of a loss of the Requisite Credit Rating by Fitch, sixty (60) calendar days with respect to the CBC Account Bank and fourteen (14) calendar days with respect to the Reserve Account.
"Relevant Screen Page"	means, where applicable in relation to the Covered Bonds of any Series, the relevant screen page as specified in the applicable Final Terms.
"Required Redemption Amount"	means in respect of a Series, the amount calculated as follows: the aggregate Principal Amount Outstanding of such Series x (1+(0.005 x (days to the Extended Due for Payment Date of such Series / 365))).
"Requisite Credit Rating"	means in respect of the ratings other than the ratings of an Eligible Swap Counterparty, 'F1' (short-term Deposit Rating or the Issuer Default Rating, as the case may be) or 'A-' (long-term Deposit Rating or the Issuer Default Rating, as the case may be) by Fitch or such other lower rating or ratings as may be agreed by the Security Trustee, the CBC and the Issuer.

**"Reserve Account
Required Amount"**

means in respect of the Issuer:

- (a) until the occurrence of a Reserve Account Trigger Event: an amount equal to the Mandatory Liquidity Required Amount; and
- (b) following the occurrence of a Reserve Account Trigger Event: an amount equal to the higher of:
 - (i) the Mandatory Liquidity Required Amount; and
 - (ii) the Reserve Trigger Required Amount.

**"Reserve Account
Trigger Event"**

means, with respect to the Issuer, the long-term Issuer Default Rating falls below the minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the Programme Date a F1 (short-term issuer default rating) and A- (long-term issuer default rating) by Fitch.

"Reserve Account"

means bank account number IBAN: NL07SOGE0270226621 in the name of the CBC pursuant to the CBC Account Agreement with the CBC Account Bank.

**"Reserve Trigger
Required Amount"**

means an amount equal to:

- (a) the aggregate for all Series of:
 - (i) to the extent that no Swap has been entered into in relation to a Series, the aggregate Scheduled Interest for each such Series due in the three following CBC Payment Periods; and
 - (ii) to the extent that a Swap has been entered into in relation to a Series;
 - A. if Achmea Bank is the Swap Counterparty for such Swaps in relation to the relevant Series, the higher of:

1. the aggregate Scheduled Interest due; and
 2. the aggregate interest component due by the CBC under such Swap for such Series in the three following CBC Payment Periods, all as calculated on each relevant Calculation Date; or
- B. if a party other than Achmea Bank is the relevant Swap Counterparty for such Swaps entered into in respect of the relevant Series, the aggregate interest component due by the CBC under the relevant Swap Agreements in the three following CBC Payment Periods; or
- C. if a party other than Achmea Bank is the relevant Swap Counterparty in respect of the Swaps entered into in respect of that Series and Achmea Bank is the Swap Counterparty in respect of the other Swap(s) entered into in respect of that Series, the higher of: (1) the aggregate Scheduled Interest due; and (2) the aggregate interest component due by the CBC under such Swaps for such Series in the three following CBC Payment Periods, all as calculated on each relevant Calculation Date,

plus

- (b) to the extent not covered in the relevant Swap, the sum of 0.055 per cent. of the euro equivalent of the Principal Amount Outstanding of the Covered Bonds on such Calculation Date (or, as applicable, such last issue date) and EUR 30,000.

"Revenue Ledger"

has the meaning ascribed to it in Clause 6.2 of the Administration Agreement.

"S&P"

means S&P Global Ratings Europe, a division of S&P

Global, or its successor or successors.

"Sanctions Authority" means:

- (a) the Security Council of the United Nations;
- (b) the United States of America;
- (c) the European Union;
- (d) each member state of the European Union;
- (e) the United Kingdom;
- (f) the jurisdiction of incorporation of the Borrower; and

the governments and official institutions or agencies of any of paragraphs (a) through (e) above, including the U.S. Department the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State and His Majesty's Treasury.

"Savings Alternative" means in respect of a Life Mortgage Loan with the possibility of a Savings Element, the alternative whereby the Savings Investment Premiums are used to build up a savings deposit.

"Savings Element" means part of a Life Mortgage Loan to which a Life Insurance Policy with a Savings Alternative is connected.

"Savings Insurance Policy" means an insurance policy taken out by any Borrower, in connection with a Savings Mortgage Loan, comprised of a risk insurance element and a capital insurance element which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life.

"Savings Investment" means the premiums to be invested under a Life Insurance Policy with the possibility of a Savings

Premium"	Alternative in respect of a Life Mortgage Loan.
"Savings Mortgage Loan"	means a Mortgage Loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but instead pays on a monthly basis a premium to the Insurance Savings Participant under a Savings Insurance Policy.
"Savings Mortgage Receivable"	means a Mortgage Receivable resulting from a Savings Mortgage Loan.
"Savings Premium"	means the savings part of the premium due and any extra saving amounts paid by the relevant Borrower, if any, to the Insurance Company on the basis of the Savings Insurance Policy.
"Savings Switch"	means, in respect of a Savings Mortgage Loan or a Life Mortgage Loan with Savings Alternative, the switch of whole or part of the premiums accumulated in the relevant Savings Insurance Policy or Life Insurance Policy with a Savings Alternative into the value of a Life Insurance Policy, other than a Life Insurance Policy with a Savings Alternative.
"Scheduled Interest"	means, in respect of a Series, any amount of scheduled interest payable (i) under the Covered Bonds as specified in Condition 5 (<i>Interest</i>) (but excluding (a) any additional amounts relating to premiums, default interest or interest upon interest payable by the Issuer following an Issuer Event of Default and (b) any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 8 (<i>Taxation</i>)), for this purpose disregarding any Excess Proceeds received by the Security Trustee on account of scheduled interest and on-paid to the CBC in accordance with the Trust Deed, or (ii) under the Guarantee as specified in Condition 3(b) (<i>The Guarantee</i>).
"Scheduled Payment"	means, in respect of a Series, each Interest Payment

Date"	Date and the Maturity Date as specified in (i) in the case of Scheduled Interest, Condition 5 (<i>Interest</i>) or Condition 3(b) (<i>The Guarantee</i>), as the case may be, or (ii) in the case of Scheduled Principal, Condition 7(a) (<i>Redemption at Maturity</i>).
"Scheduled Principal"	means, in respect of a Series, any amount of scheduled principal payable under the Covered Bonds as specified in Condition 7(a) (<i>Redemption at Maturity</i>) (but excluding (a) any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest payable by the Issuer following an Issuer Event of Default and (b) any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 8 (<i>Taxation</i>)), for this purpose disregarding any Excess Proceeds received by the Security Trustee on account of scheduled principal and on-paid to the CBC in accordance with the Trust Deed.
"Screen Rate Determination"	has, in relation to any Series of Covered Bonds, the meaning ascribed thereto in the applicable Final Terms.
"Second Regulatory Current Balance Amount"	has the meaning ascribed thereto in the Asset Monitoring Agreement.
"Secured Creditors"	means (i) the Covered Bondholders, (ii) the Directors, (iii) the Servicer, (iv) the Administrator, (v) the Paying Agents, (vi) the Registrar, (vii) the Calculation Agent, (viii) the Swap Counterparties (if any), (ix) the Asset Monitor, (x) the CBC Account Bank, (xi) the CBC Back-Up Account Bank, (xii) the CBC Back-Up Account Agent, (xiii) the Transferor, (xiv) the Back-Up Administrator, (xv) the Insurance Savings Participant, (xvi) the Bank Savings Participant, (xvii) any Originator, (xviii) any Custodian and (xix) such other party designated by the Security Trustee to

become a secured creditor.

- "Secured Liabilities"** means any and all liabilities (whether actual or contingent), whether principal, interest or otherwise, to the extent such liabilities result in a claim for payment of money (*geldvordering*), which are now or may at any time hereafter be due, owing or payable from or by the CBC to the Security Trustee resulting from or in connection with the Parallel Debt Agreement as amended, restated, novated, supplemented or otherwise modified from time to time and any of the other Transaction Documents.
- "Securities Act"** means the U.S. Securities Act of 1933, as amended.
- "Security Account"** means such account as opened by the Security Trustee in its name at any bank as chosen by the Security Trustee, to which account payments from Borrowers and any other relevant debtor shall be directed upon notification as referred to in Clause 6.1 of the Security Trustee Receivables Pledge Agreement and/or the withdrawal of power to collect pursuant to Clause 6.2 of the Security Trustee Rights Pledge Agreement.
- "Security Interests"** has the meaning ascribed to it in Clause 8.1 of the Guarantee Support Agreement.
- "Security Trustee Management Agreement"** means the management agreement dated the Programme Date entered into between the Security Trustee and Erevia B.V. substantially in the Agreed Form.
- "Security Trustee Pledge Notification Event"** means any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) one of those events specified in the schedule to the Security Trustee Receivables Pledge Agreement.
- "Security Trustee Pledged Rights"** means the GSA Rights, the CBC Account Rights, the CBC Back-Up Account Rights, the Administration Rights, the Back-Up Administration Rights, the Servicing Rights, the Asset Monitor Rights, the Swap

Rights (on the Swap Counterparty at the date of pledge), the Paying Agency Rights, the Registrar Rights, the Insurance Savings Participation Rights, the Bank Savings Participation Rights, the Achmea Hypotheken MPA Rights, the Achmea Hypotheken Collection Foundation Documents Rights and the ASR MPA Rights.

"Security Trustee Receivables Pledge Agreement"

means the pledge agreement dated the Programme Date entered into between the CBC and the Security Trustee substantially in the Agreed Form.

"Security Trustee Rights Pledge Agreement"

means the security trustee rights pledge agreement entered into on the Programme Date between, *inter alia*, the CBC, the Security Trustee, the Transferor, the Servicer, the Administrator, CBC Account Bank, the CBC Back-Up Account Bank, the Asset Monitor, the Registrar and the Paying Agent substantially in the Agreed Form.

"Security Trustee"

means Stichting Security Trustee Achmea SB Covered Bond Company II, or its successor or successors.

"Security"

means the rights of pledge granted pursuant to the Pledge Agreements and any other security for the obligations of the CBC in favour of the Security Trustee for the benefit of the Secured Creditors.

"Selected Mortgage Receivables"

means Mortgage Receivables to be sold or refinanced by the CBC pursuant to the terms of the Asset Monitoring Agreement.

"Selected Transferred Assets"

means Mortgage Receivables and other Transferred Assets, if applicable, that are randomly selected by the CBC to be sold or refinanced by the CBC pursuant to the terms of the Asset Monitoring Agreement on a Refinance Date.

"Series"

means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to

listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

"Servicer"	means Achmea Bank N.V. in its capacity as servicer, in respect of the relevant Mortgage Receivables originated by it or in respect of which it has been appointed as Servicer under the Servicing Agreement, or its successor or successors.
"Servicing Agreement"	means the servicing agreement dated the Programme Date and entered into between the CBC, the Servicer and the Security Trustee substantially in the Agreed Form.
"Servicing Rights"	means any and all present and future rights (<i>vorderingen</i>) of the CBC vis-à-vis the Servicer under or in connection with the Servicing Agreement.
"Servicing Termination Events"	means any of the events set out Clause 20.1 of the Servicing Agreement.
"Shortfall"	has the meaning ascribed thereto in the Clause 8.1 of the Trust Deed.
"Special Conditions"	means, in relation to any Series of Covered Bonds, the Conditions applicable thereto which are not in the form set out in the Trust Deed.
"Specified Currency"	means the currency as specified in the applicable Final Terms.
"Specified Denomination"	means the denomination as specified in the applicable Final Terms.
"Specified Office"	means, in relation to any Agent in respect of any Series, either the office identified with its name in the Conditions of such Series or any other office notified to any relevant parties pursuant to the Agency Agreement.

"SRM Regulation"	means Regulation (EU) No 806/2014 of the European Parliament and of 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 Resolution Fund and amending Regulation (EU) No 1093/2010 (Single Resolution Mechanism) and as amended from time to time.
"SRM"	means the single resolution mechanism established by the SRM Regulation.
"Stabilising Manager"	means the appointed stabilising manager in connection with the relevant issuance of Covered Bonds.
"Standardised Approach"	means section 2 (Standardised Approach) of the CRR (as amended, varied and/or supplemented from time to time), as applicable.
"Stater Third Party Stipulation Letter"	means the third party stipulation letter dated on or after 17 April 2024 and signed by Stater Nederland B.V., ASR Leven, the CBC and Achmea Bank..
"Stichting Holding Management Agreement"	means the management agreement date the Programme Date entered into by Stichting Holding, the Security Trustee and Intertrust Management B.V. substantially in the Agreed Form.
"Stichting Holding"	means Stichting Holding Achmea SB Covered Bond Company II, a foundation (<i>stichting</i>) incorporated under the laws of the Netherlands on 8 November 2023, having its registered office in Amsterdam, the Netherlands.
"Stichting WEW"	means Stichting Waarborgfonds Eigen Woningen (WEW).
"Structured Swap Agreement"	means a 1992 (Multicurrency-Cross Border) or 2002 ISDA Master Agreement together with the relevant schedule, confirmation(s) and, if applicable, credit support annex entered into between a Structured Swap

Counterparty and the CBC.

"Structured Swap Counterparty"	means any swap counterparty acting in such capacity pursuant to a Structured Swap Agreement or its successor or successors.
"Structured Swap Rate"	means the currency exchange rate set out in any Structured Swap Agreement.
"Substituted Debtor"	means any directly or indirectly wholly owned subsidiary of the Issuer which replaces or substitutes the Issuer as principal debtor in respect of the Covered Bonds and the relative Coupons subject to and in accordance with Condition 17 (<i>Substitution of the Issuer</i>).
"Substitution Assets Amount"	has the meaning ascribed thereto in the Asset Monitoring Agreement.
"Substitution Assets"	means the classes of assets denominated in euro from time to time eligible under Article 129(1)(a)-(g) (but excluding (d)) of the CRR and the CB Regulations to collateralise covered bonds, provided that the aggregate value of such eligible assets, at any time, shall not exceed in aggregate an amount equal to 20 per cent., or such other percentage as required from time to time to comply with the CB Regulations, of the aggregate nominal value of the Transferred Assets at such time.
"Supplemental Prospectus"	means a supplement to the Base Prospectus pursuant to Article 23 of the Prospectus Regulation.
"Swap Agreements"	means any Portfolio Swap Agreement, any Interest Swap Agreement and any Structured Swap Agreement.
"Swap Cash Collateral Account"	means the bank account number IBAN: NL29SOG0270226613 in the name of the CBC pursuant to the CBC Account Agreement with the CBC Account Bank and any further account opened to hold

Swap Collateral in the form of cash.

"Swap Collateral Accounts" means any Swap Cash Collateral Account and any Swap Custody Collateral Account

"Swap Collateral Amounts" means all amounts to be provided by a Swap Counterparty as collateral pursuant to the relevant Swap Agreement as a result of a downgrade or otherwise.

"Swap Collateral" means, at any time, any asset (including cash and/or securities) which is paid or transferred by the relevant Swap Counterparty to the CBC as collateral to secure the performance by such Swap Counterparty of its obligations under any Swap Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed.

"Swap Counterparty" means the Portfolio Swap Counterparty or Portfolio Swap Counterparties and/or the Interest Swap Counterparty or Interest Swap Counterparties and/or the Structured Swap Counterparty or Structured Swap Counterparties.

"Swap Custody Collateral Account" means any bank account opened in the name of the CBC pursuant to a custody account agreement with an account bank to hold Swap Collateral in the form of securities.

"Swap Replacement Amount" means (a) those amounts received from any replacement Swap Counterparty in consideration of the entry into between the CBC and such replacement Swap Counterparty of a swap transaction to replace any Swap Agreement and (b) those amounts received from any Swap Counterparty in respect of any Swap Agreement which has terminated for any reason.

"Swap Replacement Ledger" has the meaning ascribed to it in Clause 6.4 of the Administration Agreement.

"Swap Rights"	means any and all present and future rights (<i>vorderingen</i>) of the CBC vis-à-vis any Swap Counterparty under or in connection with any Swap Agreement, including any Swap Collateral.
"Swap Schedule"	means the Schedule to the relevant ISDA Master Agreement forming part of the relevant Swap Agreement.
"Syntus Achmea Hypotheekdiensten"	means Syntus Achmea Hypotheekdiensten B.V.
"T2"	means the real time gross settlement system operated by Eurosystem or any successor or replacement of that system.
"Talonholder"	means the holder of a Talon.
"Talons"	means any bearer talons appertaining to the Covered Bonds of any Series or, as the context may require, a specific number thereof and includes any replacement Talons issued pursuant to Condition 11 (<i>Replacement of Covered Bonds, Coupons and Talons</i>).
"Tax Credit"	means any tax credit, allowance, set-off or repayment from the tax authorities of any jurisdiction obtained by the CBC or the Issuer on behalf of the CBC (as relevant) relating to any deduction or withholding giving rise to a payment made by a Swap Counterparty of a Swap Agreement in accordance with Section 2(d)(i)(4) of the relevant Swap Agreement, the cash benefit in respect of which shall be paid by the CBC or the Issuer to the relevant Swap Counterparty pursuant to the terms of the relevant Swap Agreement.
"Tax Event"	means (i) any action taken by a relevant taxing authority or brought in a court of competent jurisdiction, or (ii) any change in tax law, in both cases after the date of the relevant Swap Agreement, due to which the relevant Swap Counterparty will, or there is a substantial likelihood that it will, be required to pay

to the CBC additional amounts for or on account of tax.

"Tax Jurisdiction" has the meaning ascribed thereto in Condition 8 (*Taxation*).

"Taxes" means all taxes, levies, imposts, charges, assessments, deductions, withholdings and related liabilities.

"Temporary Global Covered Bond" means any Temporary Global Covered Bond and/or any Temporary Global Covered Bond in NGN-Form.

"Terms and Conditions" means the terms and conditions set out in schedule 6 to the Trust Deed.

"Tranche" means Covered Bonds which are identical in all respects (including as to listing).

"Transaction Documents" means the Programme Agreement, the Master Definitions Agreement, the Pledge Agreements, any Swap Agreements, the Administration Agreement, the Back-Up Administration Agreement, the Servicing Agreement, the CBC Account Agreement, the CBC Back-Up Account Agreement, the Trust Deed, the Parallel Debt Agreement, the Agency Agreement, any Calculation Agreement (if any), the Guarantee Support Agreement, the ASR CBC Master Agreement, the Achmea Hypotheken Master Purchase Agreement, the Achmea Hypotheken Master Purchase Agreement, the ASR CBC Master Agreement, the Asset Monitoring Agreement, the Asset Monitor Appointment Agreement, the Management Agreements, the Insurance Savings Participation Agreement, the Bank Savings Participation Agreement, any Custody Agreement, each Deed of Assignment, Reassignment and Pledge, the Quion Third Party Stipulation Letter Achmea Bank, the Stater Third Party Stipulation Letter Achmea Hypotheken and any other documents relating to the transaction envisaged in the above mentioned documents.

"Transaction Party"	means the Issuer, the Transferor, the Originators, the Servicer, the Administrator, the Back-Up Administrator, the Paying Agent, the Calculation Agent (if any), the Asset Monitor, any Swap Counterparty, the CBC Account Bank, the CBC Back-Up Account Bank, the Insurance Savings Participant, the Bank Savings Participant and the Registrar.
"Transfer Date"	means the date of transfer of any Eligible Assets to the CBC in accordance with the Guarantee Support Agreement.
"Transferor Warranties"	means the representations and warranties given by the Transferor with respect to it which are set forth in part 1 of schedule 1 to the Guarantee Support Agreement including the Mortgage Receivables Warranties.
"Transferor Withdrawal Letter"	means a letter in relation to the withdrawal from the Programme by a Transferor substantially in the form set out in schedule 8 to the Programme Agreement.
"Transferor"	means Achmea Bank N.V., or its successor or successors.
"Transferred Assets"	means the Mortgage Receivables and the Beneficiary Rights relating thereto and the Transferred Collateral.
"Transferred Collateral"	means any Eligible Collateral transferred or purported to be transferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not redeemed, retransferred, sold or otherwise disposed, or agreed to be disposed, of by the CBC.
"Trust Deed"	means the trust deed entered into by the Issuer, the Security Trustee, the CBC and Stichting Holding on the Programme Date substantially in the Agreed Form.
"VAT" and "Value Added Tax"	means (i) value added tax levied in accordance with the Directive 2006/112/EC as implemented in the laws of the relevant Member State and (ii) any tax of a similar nature levied by reference to added value, sales and/or

consumption.

"Voting Certificate" has the meaning ascribed to such term in schedule 1 to the Trust Deed.

"Waiver Period" has the meaning ascribed to it in Clause 8.5 of the Guarantee Support Agreement.

"Wft" means the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*) as amended from time to time.

"Wge" means the Dutch Giro Securities Transfer Act (*Wet Giraal Effectenverkeer*), as amended from time to time.

"Written Resolution" has the meaning ascribed to it in schedule 1 to the Trust Deed.

"Zero Coupon Covered Bond" means a Covered Bond on which no interest is payable until the Maturity Date.

"Credit Rating" means:

(a) in relation to Fitch:

- a. the CBC Account Bank with respect to the CBC Account, the Deposit Rating;
- b. the Issuer, the Issuer Default Rating; and
- c. a Swap Counterparty, the Derivative Counterparty Rating.

(b) any other Rating Agency, such long-term or short-term ratings as used by such Rating Agency.

2. REFERENCES AND INTERPRETATION

Except to the extent the context otherwise requires, any reference in any of the

Transaction Documents to:

an "**Act**" or a "**statute**" or "**treaty**" shall be construed as a reference to such Act, statute or treaty as the same may have been, or may from time to time be, amended or, in the case of an Act or a statute, re-enacted;

"**this Agreement**" or an "**Agreement**" or "**this Deed**" or a "**deed**" or a "**Deed**" or a "**Transaction Document**" or any of the Transaction Documents (however referred to or defined) shall be construed as a reference to such document or agreement as the same may be amended, supplemented, restated, novated or otherwise modified from time to time;

a "**Breach of Asset Cover Test**" and, for the avoidance of doubt, a "**Breach of Asset Cover Test Notice**" shall be remedied as of the date on which the Asset Cover Test is again complied with;

"**encumbrance**" includes any mortgage, charge or pledge or other limited right (*beperkt recht*) securing any obligation of any person, or any other arrangement having a similar effect;

"**Euroclear**" and/or "**Clearstream, Luxembourg**" includes any additional or alternative clearing system approved by the CBC, the Security Trustee and the Paying Agent and permitted to hold the Temporary Global Covered Bonds and the Permanent Global Covered Bonds, provided that such alternative clearing system must be authorised to hold the Temporary Global Covered Bonds and the Permanent Global Covered Bonds as eligible collateral for Eurosystem monetary policy and intra-day credit operations;

the "**records of Euroclear and Clearstream, Luxembourg**" are to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interests in the Covered Bonds;

"**foreclosure**" includes any lawful manner of generating proceeds from collateral whether by public auction, by private sale or otherwise;

"**holder**" means the bearer of a Covered Bond and related expressions shall (where appropriate) be construed accordingly;

"**including**" or "**include**" shall be construed as a reference to "**including without limitation**" or "**include without limitation**", respectively;

"**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a "**law**" shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court and shall be construed as a reference to such law, statute or treaty as the same may have been, or may from time to time be, amended;

a "**month**" shall be construed as a reference to a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences or, where there is no date in the next calendar month numerically corresponding as aforesaid, the last day of such calendar month, and "**months**" and "**monthly**" shall be construed accordingly;

a reference in any agreement or document to "**party**", "**Party**", "**parties**" or "**Parties**" shall be construed as a reference to a party or the parties entering into such agreement or document, but shall also be a reference to any successors or assignees of such party including parties who have assumed the same role by way of novation;

a "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing or any successor or successors of such party;

a "**preliminary suspension of payments**", "**suspension of payments**" or "**moratorium of payments**" shall, where applicable, be deemed to include a reference to the suspension of payments (*voorlopige surseance van betaling*) as meant in the Dutch Bankruptcy Act (*Faillissementswet*) and, in respect of a private individual, any debt restructuring scheme (*schuldsanering natuurlijke personen*);

"**principal**" shall be construed as the English translation of "*hoofdsom*" or, if the context so requires, "*pro resto hoofdsom*";

"**repay**", "**redeem**" and "**pay**" shall each include both of the others and "**repaid**", "**repayable**" and "**repayment**", "**redeemed**", "**redeemable**" and "**redemption**" and "**paid**", "**payable**" and "**payment**" shall be construed accordingly;

a "**successor**" of any party shall be construed so as to include an assignee or successor in title (including after a novation) of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under a Transaction Document or to which, under such laws, such rights and obligations have been transferred;

a "**Clause**" or "**Schedule**" shall be construed as a reference to a Clause or a Schedule to such Transaction Document;

"**tax**" includes any present or future tax, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty payable in connection with any failure to pay or any delay in paying any of the same).

In the case a determination is required in respect of a Series of Covered Bonds which is not denominated in euro and for the purpose of interpretation of a provision, the Principal Amount Outstanding of such Covered Bonds or the interest thereon, needs to be converted into euro for the purpose of such provision, such amount which is not denominated in euro will be converted into euro at the relevant Structured Swap Rate, or falling such Structured Swap Rate, at a conversion rate as the Security Trustee in its absolute discretion may elect, acting reasonable.

3. HEADINGS

The headings in any of the Transaction Documents are inserted for convenience only. References to "**Clauses**" and "**Schedules**" in any Transaction Document are to be construed as references to the clauses of and schedules to that Transaction Document.

4. NOTICES

Unless otherwise specifically provided in the Transaction Documents, any notice or other communication shall be in writing and may be sent by facsimile, by e-mail, by courier or by post and shall be deemed to have been received upon delivery when sent by courier service, three (3) days after despatch when sent by post or when transmission of such facsimile communication has been completed when sent by facsimile. For the purpose hereof, the address of the parties entering into the Transaction Documents (until notice of a change thereof is delivered as provided in this Clause) shall be as specified below:

If to the Issuer, the Transferor, the Administrator, the Servicer and Bank Savings Participant

Achmea Bank N.V.

Spoorlaan 298
5017 JZ Tilburg
The Netherlands

Attn.: Treasury Department
Email: treasury@achmea.nl
Telephone: +31 30 6927786

If to Achmea Hypotheken as Originator

Achmea Hypotheken B.V.

MediArena 2
1114 BC Amsterdam-Duivendrecht
The Netherlands

Attn.: Fund Management Department

If to the CBC:

Achmea SB Covered Bond Company II B.V.

Basisweg 10
1043 AP Amsterdam
The Netherlands

Attn: Directors

Fax: +31 20 521 4888
Telephone: +31 20 521 4777
Email: securitisation@intertrustgroup.com

If to the Security Trustee:

Stichting Security Trustee Achmea SB Covered Bond Company II

Herikerbergweg 88
1101 CM Amsterdam

The Netherlands

Attn: Erevia B.V.

Facsimile: +31 88 560 9960
Telephone: +31 88 560 9950
Email: capitalmarkets.ams@vistra.com

If to the Stichting Holding:

Stichting Holding Achmea SB Covered Bond Company II

Basisweg 10

1043 AP Amsterdam

The Netherlands

Attn: Directors

Fax: +31 20 521 4888

Telephone: +31 20 521 4777

Email: securitisation@intertrustgroup.com

If to the Insurance Savings Participant

Achmea Pensioen- en Levensverzekeringen N.V.

Handelsweg 2

3707 NH Zeist

The Netherlands

Attn.: Afd. Achmea Juridische Zaken/Legal Department Achmea

Telephone: +31 30 69 37 141

Email: teampost.ondernemingsrecht@achmea.nl

If to the director of the CBC or the director of Stichting Holding

Intertrust Management B.V.

Basisweg 10

1043 AP Amsterdam

The Netherlands

Attn: Directors

Fax: +31 20 521 4888

Telephone: +31 20 521 4777

Email: securitisation@intertrustgroup.com

If to the director of the Security Trustee

Erevia B.V.

Herikerbergweg 88

1101 CM Amsterdam

The Netherlands

Attn: The Directors

Facsimile: +31 88 560 9960

Telephone: +31 88 560 9950

Email: capitalmarkets.ams@vistra.com

If to the Back-Up Administrator

Intertrust Administrative Services B.V.

Basisweg 10

1043 AP Amsterdam

The Netherlands

Attn: Directors

Fax: +31 20 521 4888

Telephone: +31 20 521 4777

Email: securitisation@intertrustgroup.com

If to the CBC Account Bank

Société Générale S.A., Amsterdam Branch

Rembrandt Tower

Amstelplein 1

1096 HA Amsterdam

The Netherlands

Attn.: Rob Wansink

Email: rob.wansink@scgib.com

If to the CBC Back-Up Account Agent

Citibank Europe plc,

C/o Citibank Europe Plc

1 North Wall Quay

Dublin 1

Ireland

Email (for Instruction): at.instructions@citi.com

Email (for general correspondence): gss.spagaccountbank@citi.com

Attention: Specialised Agency Group

If to the CBC Back-Up Account Bank

Citibank Europe plc, Netherlands Branch

Schiphol Boulevard 257

WTC Building, Tower D, Floor 8

1118 BH Schiphol

The Netherlands

Email (for Instruction): at.instructions@citi.com

Email (for general correspondence): gss.spagaccountbank@citi.com

Attention: Specialised Agency Group

If to the Arranger or the Listing Agent

Coöperatieve Rabobank U.A.

Croeselaan 18

3521 CB Utrecht

The Netherlands

Attn.: Structuring and origination Rabobank, Capital Markets

Telephone: +31 6 12522080;

+31 6 37620122

E-mail: fm.nl.utrecht-tr.fisecuritisatation@rabobank.com

with a copy to:

Coöperatieve Rabobank U.A.

Croeselaan 18

3521 CB Utrecht

The Netherlands

Attn.: Legal Department, Team W&R Group

Email: financialmarkets.pmt@rabobank.nl

If to the Asset Monitor

KPMG Accountants N.V.

Laan van Langerhuize 1

1186 DS Amstelveen

The Netherlands

Attn.: Audit Financial Services Department

Telephone: +31 656 7890

If to the Principal Paying Agent

Citibank N.A., London Branch

Citigroup Centre

Canada Square

Canary Wharf

E14 5LB London

United Kingdom

Fax: +353 1 662 2210

Email: ppayments@citi.com / ppayments@citi.com

Attention: PPA Team

If to the Registrar

Citibank N.A., London Branch

Citigroup Centre

Canada Square

Canary Wharf

E14 5LB London

United Kingdom

Email: register@citi.com

Attn.: Registrar

If to Fitch

Fitch Ratings Ireland limited, succursale française

28 Avenue Victor Hugo, 75116 Paris

Email: emmanuelle.ricordeau@fitchratings.com

5. CONFIDENTIALITY

The parties undertake that, except as provided in the Transaction Documents, they will not at any time disclose any information contained in any of the Transaction Documents or the transactions contemplated thereby until the earlier of (i) the date they are – with the prior written consent of Achmea Bank – on public display at the offices of the Security Trustee and the Paying Agent or (ii) the Programme Date, except, subject to applicable law:

- (i) to any person to whom information is required to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, or to any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (ii) to their professional advisers under conditions of confidentiality;
- (iii) to the extent that such information is at the date hereof or hereafter becomes public knowledge otherwise than through improper disclosure by any person;
- (iv) to any person who is a party to any of the Transaction Documents as far as expressly allowed therein;
- (v) information which, prior to disclosure, was already in the parties' possession; or
- (vi) otherwise only with the agreement of the other parties.

6. SUBORDINATION, ENFORCEMENT, LIMITED RECOURSE, NON-PETITION, NO SET-OFF

All Secured Creditors (other than Achmea Hypotheken as Originator) agree to be bound by clause 4 (*Subordination, enforcement, limited recourse, non-petition, no set-off*) of the Parallel Debt Agreement. Achmea Hypotheken as Originator separately agrees to subordination, enforcement, limited recourse, non-petition in the Achmea Hypotheken Master Purchase Agreement. ASR Leven as Originator separately agrees to subordination,

enforcement, limited recourse, non-petition in the ASR CBC Master Agreement.

7. VARIATION AND WAIVER

7.1 No variation or waiver of any of the Transaction Documents, or any Covered Bond Purchase Agreement, except for this Agreement, shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties to the Transaction Documents concerned. No single or partial exercise of, or failure or delay in exercising, any right under any of the Transaction Documents shall constitute a waiver or preclude any other or further exercise of that or any other right.

7.2 This Agreement may be amended between two or more parties and will be effective between such parties provided that the Security Trustee is also a party to such amendment and further provided that such amendments will only be effective against the other parties to the extent it has no adverse effects on their rights under a Transaction Document, or any Covered Bond Purchase Agreement, to which it is a party.

8. REPLACEMENT REFERENCE RATE

8.1 In the event that a rate of interest payable pursuant to any Transaction Document other than under the Covered Bonds, is determined by reference to a benchmark (the "**Reference Rate**") and the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) determines that a Benchmark Event has occurred, the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) will, as soon as reasonably practicable (and in any event prior to the next relevant date on which the interest payable pursuant to such Transaction Document other than under the Covered Bonds or pursuant to the CBC Account Agreement must be determined (the "**Interest Determination Date**")), appoint a Rate Determination Agent, which may determine in its sole discretion, acting in good faith and in a commercially reasonable manner, whether a substitute, alternative or successor rate for purposes of determining the relevant Reference Rate on each Interest Determination Date falling on such date or thereafter that is substantially comparable to the Reference Rate that is available or a successor rate that has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency. If the Rate Determination Agent determines that there is an industry-accepted successor rate, the Rate Determination Agent will use such successor rate to determine the relevant Reference Rate. If the Rate Determination Agent has determined a

substitute, alternative or successor rate in accordance with the foregoing (such rate, the "**Replacement Reference Rate**") for purposes of determining the Reference Rate on the relevant Interest Determination Date falling on or after such determination, (A) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the Replacement Reference Rate, including any Adjustment Spread, in each case in a manner that is consistent with industry-accepted practices for such Replacement Reference Rate; (B) references to the Reference Rate in any such Transaction Document will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (A) above (including the Adjustment Spread); (C) the Rate Determination Agent will notify the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) of the foregoing as soon as reasonably practicable; and (D) the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) will give notice as soon as reasonably practicable to the parties to such Transaction Document specifying the Replacement Reference Rate, as well as the details described in (A) above.

- 8.2 The party responsible for calculating the Reference Rate pursuant to the relevant Transaction Document will remain the party responsible for calculating the Reference Rate by making use of the Replacement Reference Rate and the other matters referred to in Clause 8.1.
- 8.3 The determination of the Replacement Reference Rate and the other matters referred to above by the Rate Determination Agent will (in the absence of manifest error) be final and binding on all parties to such Transaction Document.
- 8.4 If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate or any of the other matters referred to above, then the Replacement Reference Rate will be the same rate as the rate applied in the previous period when the relevant Reference Rate was available (and thus becomes a fixed rate until a new Replacement Reference Rate is determined).

9. 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*).

10. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of the Transaction Documents or any part thereof under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. In the event that a provision of a Transaction Document is invalid, illegal, not binding, or unenforceable (either in whole or in part), the remainder of such Transaction Document shall continue to be effective to the extent that, in view of such Transaction Document's substance and purpose, such remainder is not inextricably related to and therefore inseverable from the invalid, illegal, not binding or unenforceable provision. The parties shall make every effort to reach agreement on a new clause which differs as little as possible from the invalid, illegal, not binding or unenforceable provision, taking into account the substance and purpose of such Transaction Document.

11. MISCELLANEOUS

Unless the context requires otherwise, terms defined in the plural include the singular and vice versa.

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

ACHMEA BANK N.V.



by : R. Kramer
title : proxyholder

by :
title:

ACHMEA SB COVERED BOND COMPANY II B.V.

by :
title :

by :
title:

STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND COMPANY II

by :
title :

by :
title:

STICHTING HOLDING ACHMEA SB COVERED BOND COMPANY II

by :
title :

by :
title:

SIGNATURES

ACHMEA BANK N.V.

by :
title :

by :
title:

ACHMEA SB COVERED BOND COMPANY II B.V.
Intertrust Management B.V. - Managing Director



by : Diederick Slotboom
title : Proxyholder

by : Peter van der Linden
title: Proxyholder

**STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND
COMPANY II**

by :
title :

by :
title:

STICHTING HOLDING ACHMEA SB COVERED BOND COMPANY II
Intertrust Management B.V. - Managing Director



by : Diederick Slotboom
title : Proxyholder

by : Peter van der Linden
title: Proxyholder



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Achmea Retained CB Programme
Master Definitions Agreement
Execution copy

SIGNATURES

ACHMEA BANK N.V.

by :
title :

by :
title :

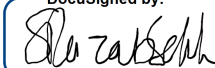
ACHMEA SB COVERED BOND COMPANY II B.V.


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STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND COMPANY II

Erevia B.V

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by : Sheila Razab-Sekh
title : Proxy Holder A

DocuSigned by:

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by : Daniel Mohlmann
title : Proxy Holder B

STICHTING HOLDING ACHMEA SB COVERED BOND COMPANY II

by :
title :

by :
title :

ACHMEA PENSIOEN- EN LEVENSVERZEKERINGEN N.V.



by : R. Kramer
title : proxyholder



by : H.H. Debrot
title: proxyholder

INTERTRUST MANAGEMENT B.V.

by :
title :

by :
title:

INTERTRUST ADMINISTRATIVE SERVICES B.V.

by :
title :

by :
title:

EREVIA B.V.

by :
title :

by :
title:

SOCIETE GÉNÉRALE S.A., AMSTERDAM BRANCH

by :
title :

ACHMEA PENSIOEN- EN LEVENSVERZEKERINGEN N.V.

by :
title :

by :
title:

INTERTRUST MANAGEMENT B.V.



by : Diederick Slotboom
title : Proxyholder

by : Peter van der Linden
title: Proxyholder

INTERTRUST ADMINISTRATIVE SERVICES B.V.



by : Diederick Slotboom
title : Proxyholder

by : Peter van der Linden
title: Proxyholder

EREVIA B.V.

by :
title :

by :
title:

SOCIETE GÉNÉRALE S.A., AMSTERDAM BRANCH

by :
title :



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Achmea Retained CB Programme

Master Definitions Agreement

Execution copy

ACHMEA PENSIOEN- EN LEVENSVERZEKERINGEN N.V.

by :
title :

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INTERTRUST MANAGEMENT B.V.

by :
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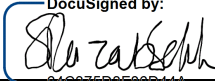
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EREVIA B.V.

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by : Sheila Razab-Sekh
title : Proxy Holder A

DocuSigned by:


by : Daniel Mohlmann
title : Proxy Holder B

SOCIETE GÉNÉRALE S.A., AMSTERDAM BRANCH

by :
title :

ACHMEA PENSIOEN- EN LEVENSVERZEKERINGEN N.V.

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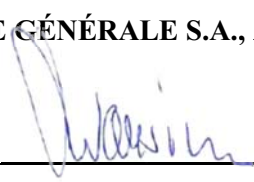
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EREVIA B.V.

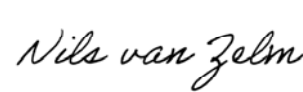
by :
title :

by :
title:

SOCIETE GÉNÉRALE S.A., AMSTERDAM BRANCH



by :
title : R.J.M. Wansink
Director



by :
title : C. van Zelm
Director

● *NautaDutilh*

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Achmea Retained CB Programme

Master Definitions Agreement

Execution copy

CITIBANK EUROPE PLC

*On behalf of the CBC Back-Up Account Agent, the CBC Back-Up Account Bank,
the Principal Paying Agent and the Registrar.*



by :
title :

**KIERAN O' BRIEN
VICE PRESIDENT**

KPMG ACCOUNTANTS N.V.

by :
title :

by :
title:

CITIBANK EUROPE PLC

*On behalf of the CBC Back-Up Account Agent, the CBC Back-Up Account Bank,
the Principal Paying Agent and the Registrar.*

by :

title :

KPMG ACCOUNTANTS N.V.



by : M. Verleun

title : *Partner*

by :

title: