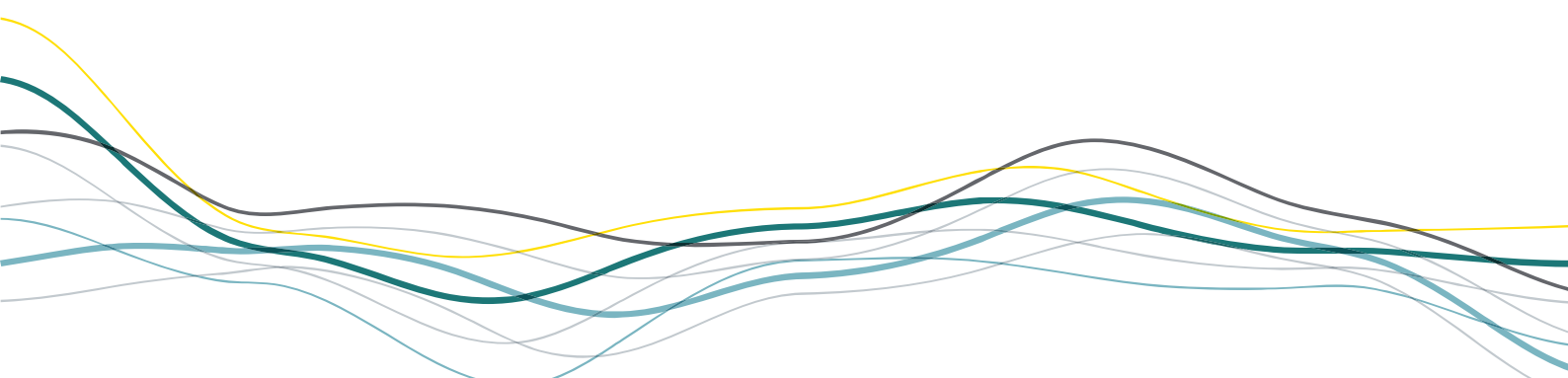




INSINGER  
GILISSEN  
A QUINTET PRIVATE BANK

# GENERAL CREDIT TERMS

InsingerGilissen



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# I. GENERAL

This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and will prevail in the case of any inconsistencies between the Dutch text and the English translation.

## 1. DEFINITIONS

In these General Credit Terms InsingerGilissen ('General Credit Terms'), the Credit Agreement and other documents drawn up in connection with the Lending we use specific terms. These terms are capitalised. Below you will find the definitions of those terms. Capitalised terms that have not been defined in these General Credit Terms, have the meanings as defined in the General Terms and Conditions.

### **Deed**

Any document declaring these General Credit Terms applicable. This includes any document supplementing, renewing, or changing the documents referred to in the first sentence.

### **General Terms and Conditions**

The General Terms and Conditions of InsingerGilissen that govern your relationship with us.

### **General Credit Terms**

These General Credit Terms of InsingerGilissen

### **Bank**

Quintet Private Bank (Europe) S.A., a credit institution under Luxembourg law, including its branch offices.

### **Handling Fee**

A once-only fee that you may have to pay when arranging a Credit Facility.

### **Commitment Fee**

A periodic fee that you may have to pay on or after arranging a Credit Facility for not using the Credit Facility or just part thereof.

### **Advance Financing Policy**

The overview of advance financing percentages (per type of Security) and diversification requirements applied to the Collateral Value for the Securities-Based Credit. You can find the most recent version of our Advance Financing Policy on our website or request a copy from us.

### **Consumer**

If you enter into Credit Documentation with us in a private capacity, we regard you as a consumer.

### **Debtor**

You or anyone we can hold liable for payment of the Debt.

### **Collateral Value**

The Collateral Value is computed by multiplying the last known market value of the financial instruments by the collateral value percentages we have determined.

**Securities**

All financial instruments listed in Article 1.1 of the Financial Supervision Act, such as shares (or depositary receipts for shares), bonds, participation rights in investment institutions, options and futures. But also all instruments that we qualify as Securities from time to time and administrate in a Securities Account.

**Mortgage Credit**

As defined in part VI, Article 32 of these General Credit Terms.

**InsingerGilissen / we**

This is a trading name and Dutch branch office of the Bank.

**Annual Percentage Rate**

The annual total costs of a Credit payable, expressed in a percentage of the Credit Limit on an annual basis

**Credit**

A Credit (to be) granted to you under the Credit Agreement as an Overdraft facility, Fixed Credit, Mortgage Credit, Bridging Credit or Securities-Based Credit.

**Credit Documentation**

All agreements concluded in connection with a Credit, including the General Terms and Conditions and these General Credit Terms.

**Securities-Based Credit**

As defined in part IV, Article 24 of these General Credit Terms.

**Overdraft facility**

As defined in part III, Article 19 of these General Credit Terms.

**Credit Limit**

The withdrawal limit agreed.

**Borrower / You**

The person who has taken or may take out Credit.

**Credit Agreement**

The agreement with us under which you may take out or has taken out Credit.

**Credit Provision**

The provision of Credit by us to you.

**My InsingerGilissen**

The online environment where you can find information on your Assets and account(s). Accessible also via our app.

**Entrepreneur**

If you enter into Credit Documentation with us for commercial purposes – whether or not through a legal entity – we regard you as an Entrepreneur.

**Collateral**

Any property, not being Securities, pledged or mortgaged to us.

**Bridging Credit**

As defined in part VI, Article 35 of these General Credit Terms.

**Fixed-Interest period**

The period specified as such in the Credit Agreement, during which the interest rate on the outstanding amount will not be changed if a fixed rate has been agreed or during which we will adjust the interest rate only on fixed principles as stated in the Credit Agreement.

**Debt**

Your total debt to us on whatever account that you will owe us at any time, inclusive of the principal, interest, fees, costs and penalties.

**Total Amount Payable**

The total you owe us consisting of the credit amount lent to you increased by interest on that amount and the costs charged based on the Credit Documentation.

**Fixed Credit**

As defined in part V, Article 27 of these General Credit Terms.

**Website**

[www.insingergilissen.nl](http://www.insingergilissen.nl)

**Security**

Any guarantee, surety, right of pledge or right of mortgage granted to us (or undertaking to do so) by way of additional security for repayment of the Debt or part thereof.

**2. APPLICABILITY AND CORRELATION**

- a. These General Credit Terms apply to all Credits granted by us, whatever named (including unauthorised overdrafts).
- b. Unless stated otherwise in these General Credit Terms, the Credit Documentation is governed also by the General Terms and Conditions.
- c. If the Credit Agreement, the General Credit Terms and the General Terms and Conditions cover the same subject, the following order of precedence applies: The Credit Agreement prevails over the General Credit Terms, while the General Credit Terms prevail over the General Terms and Conditions.

**3. CHANGES IN THE GENERAL CREDIT TERMS**

- a. We may change our terms and conditions, for example due to changed legislation and regulations or a review of our policies. In any event, we will inform you 30 days before the change takes effect, unless we have agreed some other period of time with you. We will notify you by digital means wherever possible, for example via My InsingerGilissen, via our Website or by email, but we may also choose to notify you in writing.
- b. What if you disagree with the change(s)? In that case, you can terminate our relationship in whole or in part. Please let us know that in writing before the change comes into force. In that case we have the right to terminate all Credit Agreements with you, with due observance of a two-month notice period, and all applicable provisions of Dutch law. Please be aware that on termination you may have to pay an early repayment charge.

## 4. GOVERNING LAW AND DISPUTES

- a. The Credit Documentation and the relationship between you and us are governed by Dutch law. In some cases, foreign law applies to the establishment of Security, for instance if we create Security on a building plus property and equipment located abroad. In that case the law of that country applies. In the relevant Credit Documentation we will state explicitly if foreign law applies.
- b. Please let us know if you have any complaints. You can find our complaints procedure on our Website, which describes how you can submit complaints. If we cannot reach agreement you may take your complaint to the Financial Services Complaints Institute or the Court of Amsterdam. We have the right to submit disputes with you to another court unless this is not permitted by law.

## II. RULES THAT APPLY TO ALL CREDITS

### 5. TAKING OUT CREDIT

We determine how the Credit will be made available for you. The Credit will not be made available until all our requirements have been met. For instance, you cannot take out any Credit if one of the circumstances referred to in Article 10 or 36H (Immediate Payability) occurs.

### 6. SEVERAL BORROWERS / GUARANTORS

- a. If Credit has been granted to several persons, we only have to inform just one of you. It is up to you to immediately pass on that information to each of the others, as it applies to all of you. Each of you may communicate with us on behalf of the others.
- b. If someone, who is not a Borrower, is liable for the Credit under a guarantee given by that person we call this person the guarantor or surety in the Deed. We do not have to inform that person separately; it is your responsibility to forward the information we send you, as it also applies to the other person.
- c. Each of you may individually exercise rights and fulfil obligations related to the Credit, without involving the others. Everyone will be equally bound. If someone else is also liable for the Credit that person, too, will be bound. The same applies if one of you dies, unless otherwise determined.
- d. Any Credits that are part of a community of property are subject to the provisions of (c), even if that community is divided.
- e. Every Borrower, guarantor or surety is jointly and severally liable. That means that we may hold every Borrower, guarantor or surety liable for:
  - payment to us of the full amount of the Debt; and
  - compliance with all obligations under the Credit Agreement and these General Credit Terms;
 We may decide that one of the Borrowers or guarantor or surety is no longer liable or that the former spouse or former registered partner of a Borrower or guarantor is no longer liable. If we do, the other Borrowers or guarantors will remain jointly and severally liable for the obligations arising from the Credit Documentation.
- f. If a Borrower or guarantor dies, his/her heirs will be jointly and severally liable (unless they have not accepted the estate). Paragraph (e) explains what this joint and several liability implies.
- g. Insofar as legally possible, every Borrower, guarantor or surety who is jointly and severally liable waives all rights, powers and defences to which they are entitled by law to make it easier for us to hold a Borrower, guarantor or surety liable for payment of the Debt.

### 7. PAYMENT BY THE BORROWER / DEBTOR / YOU

We debit your Money Account for any amounts on the date they are due. Please ensure that you have enough Drawing Capacity in your Money Account. Every payment goes towards the Debt in the following order: First costs/penalties, then interest and finally the principal.

### 8. INTEREST AND COSTS

- a. Unless otherwise agreed in the Credit Agreement every month is set at the actual number of days of that month and every year at 360 days for the purpose of calculating the interest. What does this mean?
  - Let's say that we lent you an amount of EUR 100,000 on 1 January 2017 at an interest of 5%. Although you do not have to repay the principal until three years later, you must pay us interest on the principal every quarter. In calculating the interest, we set every year at 360 days and every month at the actual number of days of that month. The interest you owe us over the first quarter of 2017 is thus computed as follows (all amounts rounded down to two decimal places).
    - January 2017:  $5\% * [31/360] * 100,000 = \text{EUR } 430,56$
    - February 2017:  $5\% * [28/360] * 100,000 = \text{EUR } 388,89$
    - March 2017:  $5\% * [31/360] * 100,000 = \text{EUR } 430,56$
    - In this example, the total interest due over the first quarter of 2017 thus comes to EUR 1250,01.

- b. All legal and other costs of drawing up the Credit Documentation or establishing Security will be for your account. You should also reimburse us for any costs incurred by us in exercising our rights against you.
- c. We may decide to change interest rates in accordance with the provisions of the Credit Documentation. In the Credit Agreement, we may agree with you that you will be periodically informed of changes that relate to the reference interest rate.

## 9. ANNUAL PERCENTAGE RATE AND TOTAL AMOUNT PAYABLE

The Credit Agreement specifies the Annual Percentage Rate and the Total Amount Payable. Please read the Credit Agreement for the basic principles we apply to compute the Annual Percentage Rate and the Total Amount Payable.

## 10. IMMEDIATE PAYABILITY

- a. This article lists the circumstances that we think increase the risk that the Debt will not be paid in full and/or in time. We do not want to wait until that risk is actually realised. If one of these circumstances occurs, the Debt becomes payable immediately. That means that we may demand payment shortly of the Debt (or part thereof), even if the Credit Documentation says that the Debt does not have to be paid until later. The exact term we apply depends on the circumstances. We refer to these circumstances as below also as grounds for immediate payability.
- b. Unlike referred to in Article 10 (c), opening lines, the circumstances are the following:
 

**1° Both for Entrepreneurs and Consumers:**

  - (i) Non-compliance, late compliance or inadequate compliance with an obligation (including payment obligations) or condition of the Credit Documentation;
  - (ii) The Court appoints an receiver for you and you may no longer independently take part in legal transactions or for other reasons may not take part in legal transactions, which means we cannot make any legally valid agreements with you;
  - (iii) Attachment is levied on what in our view is a substantial part of your income and/or assets or you lose control over what we think is an important part of your income;
  - (iv) Are you married? Then the Debt will become payable immediately if the community of property is terminated, or the prenuptial agreement changed, and we think that this significantly decreases the likelihood that the Debt can be repaid in full and in time;
  - (v) You use the Credit for other purposes than agreed;
  - (vi) We think there is good reason to fear that you will not repay the Debt;
  - (vii) When entering into the Credit Agreement you have provided incorrect information, to the extent that we would not have granted the Credit, had we known the truth;
  - (viii) Your relationship with us is terminated for whatever reason;
  - (ix) Insolvency proceedings (bankruptcy, suspension of payments or statutory debt management for natural persons) are declared applicable to you or filed;
  - (x) You enter into a composition with your creditors or, being an heir, renounce the estate;
  - (xi) You leave your place of residence without making adequate provisions for the control or administration of your assets;
  - (xii) has Security been provided for the Debt? In that case the Debt will become immediately payable if:
    - a. the Collateral on which Security has been vested is lost or its value decreases significantly in our opinion;
    - b. attachment is levied on (part of) the Collateral on which Security has been vested or someone who has provided Security loses control of the Collateral; or
    - c. by way of security of another debt security has been vested on the same Collateral and that other debt becomes payable;
  - (xiii) We have received notice of your death and have reason to assume that your obligations under the Credit Documentation will not be fulfilled;
  - (xiv) Did a third party provide or promise to provide Security for the Debt? In that case the Debt will also become payable immediately if that Security is terminated, the third party fails to comply with its obligations or fails to do so completely or in time, or one or more of the circumstances listed in i, ii, ix, xiii, xiv, xv, xvi, xvii occurs regarding that third party.



**2° If you are an Entrepreneur, the following additional terms apply:**

- (xv) Is the Borrower a legal entity, general partnership, limited partnership or professional partnership? In that case the Debt will also become payable immediately if:
    - a. the Borrower loses its legal personality, is dissolved or wound up or a decision is taken to that effect;
    - b. the partnership contract is terminated; or
    - c. members or partners resign from the Borrower and in our view this significantly decreases the chances of the Debt being repaid in full and in time;
  - (xvi) You sell your business or change the objects of the business;
  - (xvii) You may no longer transfer or pledge/mortgage the assets of your business;
  - (xviii) Is the Borrower a private or public limited liability company? In that case the Debt becomes payable immediately also if the Borrower buys shares, makes repayments on capital paid on shares in the past (or if a decision is taken to that effect) and in our view the chances of the Debt being repaid in full and in time decrease significantly;
  - (xix) (xix) There is a significant change in the control over the Borrower's business;
  - (xx) You merge with a third party or enter into a joint venture with a third party or if, whether or not due to a share transfer, there is a change in control over you and/or your business that is significant in our view, or you divide your business or parts thereof;
  - (xxi) Does a third party have a controlling interest in the Borrower? In that case the Debt becomes payable immediately if one or more of the circumstances listed in Article 10(b) occurs regarding that third party.
- c. Are you a Consumer who has entered into a Fixed Credit, with a principal of EUR 40,000 or less? And can you use that Credit only to buy Securities or for other consumptive purposes? In that case only the following circumstances apply:
- (i) You are two months behind on payments and did not comply with your obligations under the Fixed Credit even after a notice from us;
  - (ii) You have left your fixed place of residence in the Netherlands or we have reason to assume that you will soon be leaving your fixed place of residence;
  - (iii) We have received notice of your death and have reason to assume that your obligations under the Fixed Credit will not be fulfilled
  - (iv) You have been declared bankrupt or a debt management scheme has been declared applicable to you;
  - (v) You hold someone else's assets and has appropriated or embezzled those assets; or
  - (vi) When entering into the Credit you have misinformed us such that we would not have granted the Credit, had we known the truth.

**11. CONSEQUENCES OF PREMATURE PAYABILITY**

If we decide to call in the Debt (or part thereof) all other Credits that we have granted you will become immediately payable as well. This means that we may also demand repayment of those other Credits shortly, even if you comply with your obligations under those other credits.

**12. EXERCISE OF RIGHTS**

We may decide how and when to exercise our rights. If we do not exercise our rights any time soon, it does not mean that we have relinquished those rights or that we will not exercise them in the future.

**13. DUTY OF DISCLOSURE**

- a. Did one of the circumstances referred to in Article 10 or Article 36H (immediate payability) occur? Are there other circumstances that might affect your ability to comply with the agreements with us? In those cases, you must inform us immediately in writing.
- b. At our request you must give us insight into your financial situation and records. You should also ensure that, should we so wish, we get insight into the financial situation and records of third parties that have provided Security for the Debt including but not limited to valuation reports, audit reports, profitability forecasts and liquidity forecasts, information about assets on which we have received Security, copies of income tax returns, also with regard to sureties and joint and several debtors.

- c. Are you a Consumer? We may be required to first review whether given your situation it would be responsible to grant or raise a Credit. To determine this, we need to have insight into your financial position and your spending purpose.
- d. You must notify us of any changes in your financial position or your spending purpose. These changes may affect the amount of interest you pay and any repayments.
- e. We may ask a valuer of our choice to annually update the valuation of each Collateral being immovable property. You are required to cooperate in preparing these updated valuations and will grant the valuer unrestricted access to the Collateral on which we have acquired Security. The costs will be for your account.
- f. We may instruct you to have a structural report or environmental report drawn up, and forward that report to us. You are required to fully cooperate and will grant full access to all immovable properties. The costs will be for your account.

## 14. WARNINGS AND RISKS

- a. Do you use the Credit to invest? The value of those investments can vary greatly. If you use the Credit to invest, you run the risk that you will lose the money. However, you will still have to repay the Credit to us plus additional interest and costs.
- b. Did you provide Security for repayment of the Debt to us by pledging your Securities to us? Please be aware that the value of the Securities may vary greatly. If you fail to repay the Debt in time, we may decide to sell the Securities and deduct the proceeds from the Debt. If the value of the Securities has decreased, we will have to sell more Securities. As a result, you may be left with fewer Securities than you intended when you pledged the Securities.
- c. On entering into the Credit Agreement you declare that we have adequately informed you about the risks referred to in this Article and that you accept those risks.

## 15. AMOUNT OF DEBT

- a. Our records are decisive in determining the amount of the Debt and the basis for the Debt (principal, interest, costs or other). If you think that our records are incorrect, you should substantiate and demonstrate why. If you fail to do so, the accuracy of our records has been established.
- b. If we fail to reach agreement on the amount of the Debt, you still have to meet your (payment) obligations. If it becomes apparent that you have paid too much, we will refund the excess to you.

## 16. CREDIT REGISTRATION AGENCY

- a. We are affiliated to the Stichting Bureau Krediet Registratie (BKR) in Tiel. We may request information about you from the BKR and are obliged to do so if you ask us for a Credit.
- b. Under the BKR Regulations we are obliged to register your data for certain Credits. We call this a positive registration.
- c. The BKR-regulations also state in which cases we have to register your Credit in a negative way. For example, if you do not pay on time. This may have negative consequences, for example if you want to borrow money again.
- d. The BKR processes the (personal) data in the Central Credit Information system (CKI). This enables participants of the BKR, such as other lenders, to see your payment behaviour.

## 17. MERGER, DEMERGER, CONTRACT TAKEOVER OR TRANSFER

- a. You may not transfer your rights towards us under the Credit Documents. We do not (just) mean that you may not transfer your rights contractually, but also that those rights cannot be transferred by their very nature. We do not wish to be confronted with other contractual parties.
- b. What if the Borrower is a legal entity? In that case it is conceivable that the Borrower becomes the subject of a merger or divestiture/division. This may result in the Borrower being dissolved (with its rights and obligations automatically devolving to another party), or that the Borrower survives, automatically acquiring the rights and obligations of the entity that ceases to exist. Both outcomes are potentially unfavourable to us. That is why the Borrower may be involved in a merger or divestiture only with our prior written consent.

## 18. INTEREST RATE ARBITRAGE AND FOREIGN EXCHANGE ARBITRAGE

You may not enter into or use the Credit for interest rate and foreign exchange arbitrage:

- (i) interest rate arbitrage means that you enter into the Credit to benefit from interest rate differences within the market or different markets. In other words: You should not use the Credit for interest benefits or by means of transactions that are not part of your usual business operations; and
- (ii) foreign exchange arbitrage means that you enter into the Credit to benefit from price differences of certain currencies in different currency markets, for instance by borrowing Euros from us and using those Euros for currency transactions.

## III. RULES ABOUT OVERDRAFT FACILITY

### 19. WHAT IS AN OVERDRAFT FACILITY?

An Overdraft facility is a revolving credit granted at your request. Revolving means that you can re-borrow repaid amounts.

### 20. GRANT AND USE OF OVERDRAFT FACILITY

- a. You may withdraw money up to the agreed Credit Limit.
- b. If you exceed the Credit Limit, you must immediately repay the overdraft. Are you overdrawn for more than one month? In that case we will inform you of the amount concerned, the extra high debit interest rate and any fees, costs or interest because of the overdraft.
- c. We may refuse withdrawals, for instance if you do not comply with agreements with us or if a ground for immediate payability of the Credit occurs as referred to in Articles 10 and 36H of these General Credit Terms. In that case we will inform you as soon as possible, stating reasons, unless we are not allowed by law to do so.
- d. We will warn you as soon as we establish that you have a Collateral Value deficit. In that case you must clear the deficit within five working days, for instance by depositing money into your Money Account, see Article 34 in Chapter 3 (Investment Services Terms and Conditions) of the General Banking Terms and Conditions.
- e. You may have assumed certain obligations towards us that in the future may result in payment obligations. An example: you ask us for a bank guarantee for a third party by which we may have to pay an amount to that third party in the future. We may debit this amount to your Credit Limit to avoid overdrafts if we have to make a payment under that bank guarantee.
- f. In case of an Overdraft facility in a joint Money Account, Article 19 sub 2 of Chapter 2 (Private Banking) of the General Banking Terms and Conditions applies if one of the account holders dies. In summary, this means that if one of the account holders dies, the remaining account holder cannot use the Overdraft facility. We may make an exception, however.

### 21. INTEREST, COSTS AND REPAYMENT OF YOUR OVERDRAFT FACILITY

- a. In the Credit Agreement we will agree whether you pay us on a monthly or a quarterly basis. This amount may consist of just interest or of part interest and part repayment. If we have agreed a Commitment Fee with you, you also pay an amount every month or every quarter on the amount not withdrawn.
- b. You only pay interest on the Debt you have at that point in time.
- c. You may always repay more than the agreed amount, free of charge.
- d. You pay interest on payment arrears. On the Website you can find the applicable rate.

### 22. TERMINATION OF YOUR OVERDRAFT FACILITY OR LOWERING OF CREDIT LIMIT

- a. You may always terminate the Overdraft facility. If you are a Consumer, you can do so free of charge. If you are not a Consumer, we may specify the costs of termination in the Credit Agreement.
- b. We may also terminate the Overdraft facility at any time, or lower the Credit Limit, whether or not periodically, for instance if you do not comply with our agreements or if you have not used the Credit for at least one year. We will notify you two months in advance, in principle, if we will terminate the Overdraft facility.
- c. Once the Overdraft facility has been terminated, you can no longer use it. You will be required, however, to pay the quarterly or monthly amounts until the Debt has been repaid in full.

### 23. REVIEW OF OVERDRAFT FACILITY

- a. If necessary in your or our opinion, we may review during the term whether the Current Account is still appropriate for you. You are required to cooperate by providing us with the information we need.
- b. We are not required to perform such review, but you can request us to do so.

## IV. RULES ABOUT SECURITIES-BASED CREDITS

### 24. WHAT IS A SECURITIES-BASED CREDIT?

- a. A Securities-Based Credit is an Overdraft facility or Fixed Credit that we grant you at your request, with the Securities held with us serving as security for performance of your obligations under the Securities-Based Credit.
- b. A Securities-Based Credit is considered an Overdraft facility or Fixed Credit, and is subject to the same rules as contained in Chapter III, or the rules contained in Chapter V of these General Credit Terms.

### 25. GRANT AND USE OF SECURITIES-BASED CREDIT

- a. The amount of the Securities-Based Credit may not exceed the Collateral Value of your Securities with us and the Credit Limit.
- b. The Credit Agreement states the total credit amount. This amount will include any obligations in our records pursuant to guarantees, (currency) forward transactions, margin requirements, currency risks, debit balances and/or securities to be provided by you to us, or obligations on other accounts, unless otherwise agreed.
- c. If you use (part of) the total credit amount for the payment obligations referred to in b, you do not have to pay any interest. You will pay interest, however, on the Credit withdrawn or in case of a debit balance.

### 26. COLLATERAL VALUE AND DIVERSIFICATION REQUIREMENT

- a. Our Advance Financing Policy states which Collateral Value we award to different Securities. We may always change the Collateral Value if market conditions so require. This applies in general and also to specific Securities.
- b. The Securities you hold with us that serve as Security for the Credit must be adequately diversified. You may not establish security on those Securities in favour of others. The Advance Financing Policy describes our diversification requirements. We may change those requirements at any time.
- c. We will inform you of changes in our Advance Financing Policy or changes in the advance financing percentages and diversification requirements, via My InsingerGilissen, the Website, by e-mail or by post.
- d. Is, for instance, the Collateral Value less than a Securities-Based Credit granted to you in the form of a Fixed Credit, or the sum withdrawn under a Securities-Based Credit in the form of an Overdraft facility? In that case you must make up the deficit within five working days. You can do so by providing us with an acceptable Security or by depositing cash or Securities into your Money Account or Securities Account or by selling Securities. If you fail to do so, we may sell part of the Securities to make up for the deficit. As long as there is a deficit you cannot perform any new buying transactions or take option positions. You can find more information in Article 32 of Chapter 3 of our General Terms and Conditions.

## V. RULES ABOUT FIXED CREDIT

### 27. WHAT IS A FIXED CREDIT?

A Fixed Credit is a credit granted at your request that consists of a fixed amount that we make available in one go or in instalments. If you repay part of the Fixed Credit, you cannot withdraw the repaid amount again.

### 28. GRANT AND USE OF FIXED CREDIT

- a. You may withdraw money up to the agreed Credit Limit and until the agreed last withdrawal date.
- b. We may refuse withdrawals, for instance if you do not comply with agreements you made with us or if a ground for immediate payability of the credit occurs as referred to in Articles 10 and 36H of these General Credit Terms. In that case we will inform you as soon as possible, stating reasons, unless we are not allowed by law to do so.

### 29. INTEREST, COSTS AND REPAYMENT OF FIXED CREDIT

- a. In the Credit Agreement we will agree whether you pay us on a monthly or a quarterly basis. This amount may consist of just interest or of part interest and part repayment. If we have agreed a Handling Fee with you, you will pay that fee just once when you take out the Fixed Credit.
- b. Are you a Consumer and do you want to make early repayments on a Fixed Credit with a fixed rate? In that case we may charge you a fee for early repayment. Please check your Credit Agreement about this fee.
- c. You only pay interest on the Debt you have at that point in time.
- d. You pay interest on payment arrears. On the Website you can find the applicable rate.

### 30. COSTS AND REPAYMENT OF FIXED CREDIT

- a. Would you like to comply with your obligations before expiry of the Credit Agreement? You can. If you send us a request to that end, we will give you the information you need to consider this possibility.
- b. The Credit Agreement explains in which cases you may make early repayments and when you will owe a fee for early repayment.
- c. Do you have a Fixed Credit at a fixed interest rate? In that case you may owe us a fee.

Why do we charge this fee? If we have agreed on a fixed interest rate with you, we assume that we will receive the agreed interest payments. If you repay before the agreed time, we miss out on those interest payments. Although we could relend the payments you have already made, the question is whether we can do so at the fixed interest rate agreed with you. We charge a fee to make up for the financial loss we may sustain because you repay before the agreed time.

We determine the fee by comparing the cash value of the interest that we would have received if you had paid us on the (later) agreed date to the cash value of the interest we would receive, had we lent the amount that you repaid early at the going rate. This results in the income from interest on which we miss out for the amounts that have been repaid early.

#### An example:

- Fixed Credit of EUR 250,000 at a fixed interest rate of 4%;
- Under the Credit Agreement you may repay EUR 25,000 in total without having to pay any fees;
- 4 months before the Fixed-Interest period expires, you repay the Fixed Credit;
- At the time of early repayment the going interest rate on a Fixed Credit as referred to above is 3.5%.

To determine the going interest rate we look at current market interest rates for loans whose term approximates the highest term of the Fixed Credit as closely as possible.

We determine the fee you owe us in two steps:

#### 1. Missed Income from interest

The missed interest rate is 0,5%, i.e. the difference between the agreed fixed interest rate of 4% that we expected to receive and the going interest rate of 3.5%, at which we can lend the amount that has been repaid early.

The missed interest rate is calculated over EUR 225.000, i.e. the difference between the Fixed Credit of EUR 250.000 and the amount of EUR 2,000 that you may repay early without owing us any fee.

The monthly income from interest on which we miss out is  $\text{EUR } 225.000 * (0,5\% / 12) = \text{EUR } 93,75$

#### 2. Calculation of net present value of missed income from interest

We then calculate the net present value of the missed income from interest per month, because you pay us the missed income in one go and not over the remaining term. After all, as a result the missed income from interest is lower, which means our fee will be lower.

We will then calculate the net present value of the monthly income from interest on which we missed out:  $[\text{missed monthly income from interest} / (1 + [(\text{going interest rate rate})/12])]^x$ ,

with "x" being the month in respect of which the fee is calculated.

Ultimately, the fee is the total stated below (all rounded down to two decimal places):

$\text{EUR } 93,75 / (1 + [0,29/100])^1 = \text{EUR } 93,47$

$\text{EUR } 93,75 / (1 + [0,29/100])^2 = \text{EUR } 93,21$

$\text{EUR } 93,75 / (1 + [0,29/100])^3 = \text{EUR } 92,93$

$\text{EUR } 93,75 / (1 + [0,29/100])^4 = \text{EUR } 92,66$

## 31. CONSEQUENCES OF PREMATURE PAYABILITY

If we decide to call in the Debt shortly because of one of the circumstances as referred to in Articles 10 and A36H (*Immediate Payability*) has occurred, you must pay us a loss-of-interest fee as referred to in Article 30 of these General Credit Terms. Do you have a Fixed Credit at a fixed interest rate? Then you may have to pay us a fee. See Article 30 (b) and (c) of these General Credit Terms. This fee is not payable if the reason for calling in the Credit is your death.

## VI. RULES ABOUT MORTGAGE CREDIT

### 32. WHAT IS A MORTGAGE CREDIT?

- a. A Mortgage Credit is a Credit used to buy a home, land or a building (to be constructed) or one by which we acquire a right of mortgage by way of security for compliance with your obligations.
- b. If a Mortgage Credit is an Overdraft facility, the same rules apply as stated in part III of these General Credit Terms.
- c. If a Mortgage Credit is a Fixed Credit, the same rules apply as stated in part V of these General Credit Terms.

### 33. GRANT AND USE OF MORTGAGE CREDIT

- a. If you have not withdrawn the Mortgage Credit by the last withdrawal date, we may decide to credit the Mortgage Credit to your Money Account. We may also decide to terminate the Mortgage Credit. In the latter case you owe us a fee. Articles 30 (b) and (c) of part V apply mutatis mutandis.
- b. You may agree with us that you withdraw a Mortgage Credit in foreign currency, which means that the Mortgage Credit:
  - (i) is expressed in another currency than the currency in which you receive your income or the assets that you use to repay the Mortgage Credit; or
  - (ii) is expressed in another currency than that of the Member State of the European Economic Area in which you reside.
- c. Do you have a Mortgage Credit in foreign currency? Then we will open (if you do not have one yet) a Money Account in the foreign currency concerned and a Money Account in Euros, and we will charge any interest due, repayments, penalties and costs to the Money Account in the relevant currency.
- d. If you are a Consumer, you may convert the Credit into a currency we accept as from the effective date of the Mortgage Credit. We accept the following currencies:
  - (i) the currency of the Member State of the European Union in which you receive most of your income or hold the assets that you use to pay the Credit; or
  - (ii) the currency of the Member State of the European Union where you reside at the time of taking out the Mortgage Credit or where you reside at the time of conversion.
- e. Do you run an exchange rate risk? Please let us know. Together we will see what we can do to reduce that risk.
- f. Do you have the right to convert your Mortgage Credit into another currency? Conversion will be effected at the exchange rate in effect on the day on which you apply for conversion, unless otherwise agreed in the Credit Agreement.
- g. If you are a Consumer we will regularly warn you if the value of the Debt or the value of the instalment term varies from the value that would apply if you had not had a Mortgage Credit in a foreign currency. As a Consumer we will at any rate warn you if the variation is more than 20%. We will inform you about the increase in the total due, and your right to convert the currency pursuant to this Article plus the relevant conditions. Moreover, we will explain your options to cover the exchange rate risk.

### 34. HOME CONSTRUCTION ACCOUNT

- a. Do you wish to use the Credit or part thereof for new construction, renovations or overdue maintenance of immovable property used as a Collateral? We will then deposit the money borrowed into a Money Account as a home construction account. No additional funds may be deposited into a home construction account. We will make the money available to you based on invoices signed by you or other documents acceptable to us. We will review those invoices or other acceptable documents, and pay them out of the home construction account after approval. By signing the Credit Documentation you pledge the balance in the home construction account to us; Article 24 in Chapter 1 (General Banking Terms and Conditions) of the General Terms and Conditions apply mutatis mutandis. That means that you cannot freely dispose of the money. We



hold the money for 24 months maximum after you take out the Credit in case of a home construction account for new construction. For renovations that term is 12 months maximum.

- b. You receive interest on the home construction account. We call this the deposit interest rate. The deposit interest rate is conditional on the interest option of your loan. We will agree on the interest rate in the Credit Documentation. The interest is credited to your Money Account in arrears, every quarter or every month, depending on what we agree in the Credit Documentation.
- c. Every year you will receive a statement of your home construction account. In addition, you will receive notice of every transaction. The amount held in your home construction account should be sufficient to pay the total costs of the renovation or construction of the Collateral in question. We ask you to provide an estimate of the costs. If from the onset the estimate exceeds the deposited amount, you should pay the first invoices up the amount of the discrepancy by yourself.
- d. After completion of the construction or renovation of the Collateral concerned, there may be money left in your account. We will use this money to repay your Credit. You may have to pay us a fee because the amount you repay is more than we allow. You can find more information in Article 30 of these General Credit Terms.

## 35. BRIDGING CREDIT

- a. Let's say you have not yet sold an immovable property, but you need the equity to buy other immovable property. In that case we can also grant you a Bridging Credit as part of a Mortgage Credit. The same rules apply as to the Mortgage Credit, as contained in part VI of these General Credit Terms.
- b. The Bridging Credit will be mentioned as a separate part of the loan, with its own term and own interest rate. The Bridging Credit may be repaid early at all times and without any costs.
- c. If you have a Bridging Credit you must notify us immediately in writing about the sale of your immovable property (accompanied by a copy of the contract of sale) and if the sale of that property is cancelled. You are also required to instruct the civil law notary to pay the amount of the Bridging Credit to us out of the purchase price you have received.
- d. The Bridging Credit should be repaid by the last day of the agreed term at the latest. In the event that the immovable property is transferred earlier, the Bridging Credit must be repaid upon transfer. If you have not sold the immovable property on the last day of the term, and have not repaid the Bridging Credit either, we may require you to immediately sell the immovable property.
- e. If we grant you a Bridging Credit, you must grant us a right of mortgage on the immovable property at our first request. The Credit Agreement may stipulate that you do so immediately. Moreover, in case of a Bridging Credit it is not allowed to grant a right of mortgage on the immovable property to anyone else but us (save for an existing mortgage).

## 36. ADDITIONAL RULES ABOUT SECURITY

### 36A. Maintenance

- a. If we have granted Credit against Collateral, the following additional rules apply to how you should treat the Collateral.
- b. Why these additional rules? Ultimately, the Collateral is intended to be sold if you do not meet your payment obligations, and the proceeds used to pay your Debt to us. If during the term of the Credit you do not treat the Collateral properly and its value decreases as a result, it could be disadvantageous to us. You should take good care of the Collateral, so that the value of the Collateral that we took as a basis when we granted the Credit will remain as constant as possible. In practice, this means at any rate the following:
  - You will keep the Collateral in good condition, and immediately repair any damage at your expense. If the Collateral becomes unusable or must be replaced, you will arrange this at your expense.
  - You will not change the nature, designated use and appearance of the Collateral without our consent. That means, for instance, that if the Collateral is a residential property you may not establish a business in the property or carry out major alterations.
  - You will not perform radical legal acts regarding the Collateral. For instance, without our prior consent you may not sell the Collateral, divide it in apartment rights or grant other parties legal rights to the Collateral like a mortgage or easement (or allow such rights to continue).
  - Let's say you have claims against others regarding the Collateral. Examples are rent claims or insurance payments in case of damage to the Collateral. You have to make sure that this claim is paid in full. Without

our consent you may not enter into a settlement with a debtor by which that debtor will pay you a smaller amount than the amount of the claim.

- c. We will always have free access to the Collateral (or the building in which the Collateral is located), for instance to inspect whether good care is taken of the Collateral and/or for (re)assessment purposes. Are there tenants in the Collateral? Is the Collateral stored with third parties, like the lessor of a warehouse? In that case you have to arrange that those persons grant us access at our request.
- d. You have to meet all your financial obligations regarding the Collateral, which means that you have to pay all charges and taxes in time.
- e. If you do not comply with the above obligations, we may perform (or undo) those actions on your behalf at your expense.

### **36B. Letting and leasing the Collateral**

- a. Do you want to lease or let out the Collateral in whole or in part? For that you need our prior written consent.
- b. Did we grant you permission in writing to enter into a rental or lease agreement? In that case you may renew, change or extend such agreements only with our consent. You may not sell, pledge or waive your rights under those agreements.
- c. Why these rules? Because it can be difficult for us to sell the Collateral if there turn out to be tenants or lessees. Therefore, we want to monitor exactly who has which rights regarding the Collateral so we are not suddenly confronted with third parties.

### **36C. Rules about insurance of the Collateral**

- a. You must take out and maintain adequate insurance for the Collateral against the usual risks. In addition, we may ask you to take out insurance against other risks. If you fail to take out insurance we may do so at your expense.
- b. Has the Collateral been damaged? Please let us know immediately.
- c. Any payments made by the insurer, for instance to pay for the costs of repairing the damage to the Collateral, should be paid to us. We can then consult with you to ensure that the payment is made to you, for instance if you are working on repairs and we are convinced that you need the money to pay for those repairs. You may not stop meeting your payment obligations towards us on the ground that we will forward payments from the insurer to you.

### **36D. Third-party mortgagor**

- a. A third party may be prepared to provide us Security for your Debt, even if that third party is not liable for the Debt. The pledger or mortgagor who is not also the Debtor will be called the 'Third-Party Mortgagor' in this Article.
- b. By signing the Deed the Third-Party Mortgagor undertakes that he:
  - (i) will not hold us liable for costs incurred for the Collateral (like costs of maintenance or custody charges);
  - (ii) accepts that we may decide which Collateral we will sell and that we may decide to sell the Collateral on which the Third-Party Mortgagor has provided Security (even if we have not yet sold the Collateral that you have provided);
  - (iii) if we did not exercise a right to set-off (in other words, if we have not taken the opportunity to set off our claim against the Debtor against any debt of us to the Debtor), we can still sell the Collateral of the Third-Party Mortgagor for the full amount of the Debt.
- c. If the Credit Documentation with the Debtor is changed or if we waive any right towards a Debtor (for instance we grant a Debtor deferment of payment or inform one of the Debtors that it is no longer liable for the Debt), we may still sell the Collateral of the Third-Party Mortgagor for the full amount of the Debt.
- d. If we execute the Security provided by the Third-Party Mortgagor, we will use the proceeds to repay the Debt.
- e. The provisions of these General Credit Terms apply equally to the Third-Party Mortgagor.

### **36E. Take over management and possession**

- a. If the Debtor seriously fails in complying with its obligations towards us as referred to in Article 36.E.b. and if the Court grants permission, we may take over the management of the Collateral.
- b. By seriously failing we mean, for instance:

- (i) non-compliance or structurally late compliance with the (payment) obligations under the Credit Documentation;
  - (ii) any act, omission or action of the Debtor that affects or could affect the value of the Collateral;
  - (iii) any act, omission or action of the Debtor that endangers correct performance with the Debtor's financial obligations;
  - (iv) leaving the Collateral unattended, and/or the risk of the Collateral's value decreasing due to neglect;
  - (v) keeping forbidden substances in the Collateral, such as a hemp farm.
- c. If we take over the management of the Collateral, we have the right at least, for your account and in the manner we determine:
- (i) to (cause others to) keep the records and commercially exploit the Collateral and to charge a fee for that;,(ii) to maintain and/or repair the Collateral;
  - (ii) to let, lease or freight the Collateral on terms to be determined by us, to terminate or dissolve rental, lease or freight agreements, to receive rental, lease or freight payments and grant discharge for the same;
  - (iii) to make all payments regarding the Collateral, including insurance payments, taxes and property charges;
  - (iv) to exercise all other rights and powers you have regarding the Collateral insofar as we deem necessary for the purpose of managing the collateral (for instance, instituting squatters' watches).
- The Security on the Collateral also serves as security for repayment of all costs that you owe us under this Article. That means that if the Debtor does not reimburse us for those costs, we may choose to sell the Collateral and use the proceeds to pay for the costs.
- d. We furthermore have the right to take possession of the Collateral if we wish to proceed with executing our Security by selling the Collateral. In that case you must vacate the Collateral completely and give us free use. The preceding paragraphs apply mutatis mutandis.
- e. You must fully cooperate in our taking over the management and possession of the Collateral.
- f. We may terminate the management and possession of the Collateral without stating reasons.

### 36F. Right of pledge

- a. Unless otherwise stated in the Deed, by signing the Deed the Debtor agrees that by way of additional security for repayment of the Debt or part thereof or performance of other (payment) obligations under the Credit Documentation the Debtor grants a right of pledge on:
- (i) all claims for compensation that take the place of the Collateral, for instance because the Collateral has been lost in a fire or otherwise (to avoid misunderstandings: this includes claims against insurers for payment);
  - (ii) all claims acquired by the Debtor due to a decrease in the Collateral's value.
- The signing of the Deed also implies pledging by the Debtor to us of all assets and other claims that the Debtor has or will have regarding the Collateral, on whatever account and against anyone. We furthermore have the right to pledge those claims to ourselves and, to avoid misunderstandings, to file registrations with the customs and tax administration of every pledge to us as required by law. The Debtor authorises us to do so by signing the Deed. Why do we want this authorisation? If the Debtor acquires new claims after the date of the Deed, it may be necessary to enter into a new Deed to ensure that those claims, too, will be pledged to us. By signing the Deed, you authorise us to pledge the new claims to ourselves. If the debtor of the pledged claim is not notified of the pledging, the law requires us to register the deed of pledge with the customs and tax administration.
- b. To avoid misunderstandings: The claims pledged to us by the signing of the Deed include claims that the Debtor may acquire:
- (i) on account of letting or leasing the Collateral;
  - (ii) in the event of measures, acts or omissions that impede or limit the use of the Collateral, for instance if someone causes damage to the Collateral and the Debtor acquires a claim for compensation;
  - (iii) in the event that the agreements under which the Collateral has been acquired are terminated by the Debtor for whatever reason and the Debtor has claims (for instance for compensation) against the parties from whom the Collateral has been acquired;
  - (iv) in the event that the Debtor is the leaseholder and acquires a claim against the land owner (or if the Debtor is the land owner and acquires a claim against the leaseholder);
  - (v) in the event of a land consolidation scheme, expropriation, designation as concession area, loss resulting from government planning decisions and loss resulting from administrative acts;

- (vi) because the Debtor is entitled to government support, subsidies, guarantees and other facilities and has claims on that account; and
  - (vii) because the Debtor is the owner of an apartment and has a claim against the association of owners.
- c. What does pledging these claims mean in practice? A right of pledge ultimately means that we can sell the Collateral in question and use the proceeds to repay the Debt. See the paragraphs below for more information on how we can sell the Collateral.

### 36G. General provisions of pledge

Every pledge granted to us is subject to the following rules among other rules:

#### 1° In all cases:

- (i) we always have the right to notify a pledge and the rights attached to it to anyone concerned, if we deem so in our interest;  
What does this mean in practice? It means that third parties are not immediately informed that we hold a pledge but that we may always choose to do so at a later stage. This can be more appealing to the Debtor for a variety of practical or commercial reasons. The third parties can be any party but the main third parties are the debtors of claims pledged to us. Below we will list the consequences if the debtor has been notified of a pledge.

#### 2° In the event of pledges on items:

- (ii) after the date on which we have acquired Security other items may form part of the Collateral in legal terms. Examples are buildings erected on the land on which we have acquired Security or the installation of technical facilities for electricity, heating or the Internet.
- (iii) another possibility is that ownership may be acquired by specification (examples are bricks that became part of the house when it was built) or items mixed with pledged items (such as the mixture of two stacks of grain in a warehouse). The new items take the place of the replaced items. The Debtor must notify us in writing of the replacement within fourteen days, specifying the new items and the items that have been replaced.
- (iv) our Security also applies to all the above items. In principle, you pledge these items to us in advance by signing the Deed. If necessary, you will cooperate in a new Deed establishing this Security.

#### 3° In the event of pledges on claims:

- (v) a right of pledge on claims entails a pledge on ancillary rights. This means that if interest is charged on a claim pledged to us, our right of pledge extends to include that interest claim. It also means that if the Debtor itself has acquired a right of pledge by way of security for payment of the claim pledged to us, we may exercise that right of pledge;
- (vi) if the debtor of the pledged claim has been notified of our right of pledge, we have the right only:
  - a. to demand, at law and otherwise, execution of a claim pledged to us, take receipt of payment and grant discharge for such payment;
  - b. regarding the pledged claim, at our discretion and for the Debtor's account:
    - to enter into a settlement or to decide whether and how to litigate about the claim if a dispute has arisen about the pledged claim;
    - to agree with the debtor of the pledged claim that the debtor may comply with its obligations in another way than originally agreed with the Debtor;
    - to do anything we deem necessary, including if the debtor of the pledged claim goes bankrupt filing the claim or take part in the voting if the debtor wants to enter into a settlement or composition with the creditors.

Until the time of notice the Debtor that has pledged the claim to us may in principle perform those acts unless otherwise agreed in the Credit Documentation.

If we do not exercise the above right to make arrangements for the fee and to determine the fee, the arrangement with anyone required to pay the compensation will be subject to our prior consent. We have the right to inform the person required to pay the compensation accordingly. Upon receipt of the compensation we decide whether it is used for:

- payment towards the Debt;
- renovations or repairs in a manner to be determined by us; or
- the purchase of replacement goods.

### 36H. Immediate payability

- a. Below we will list the additional circumstances (meaning in addition to the circumstances listed in Article 10 of these General Credit Terms) that apply to Security granted to us, and that in our opinion increase the risk that the Debt will not be repaid in full and/or in time. We do not want to wait for the risk that we do not get paid or paid late is actually realised. If one of these circumstances occurs, the Debt will become payable immediately. That means that we may demand payment shortly of the Debt (or part thereof), even if the Credit Documentation states that the Debt need not be paid until later. The exact term we apply depends on the circumstances. We refer to those circumstances as below as grounds for immediate payability.
- b. They are the following:
- (i) charges, taxes, levies, costs of exploitation, contributions or insurance premiums referred to in the Credit Documentation have not been paid in time;
  - (ii) the Security provided is not legally valid, does not have the agreed rank or the Security promised is not provided in time or lapses prematurely;
  - (iii) there appears to be a designated use under public law, or a defect in the title to ownership or other titles, or the existence of an agreement, restricted right or defect regarding the Collateral, which in our view may have an adverse effect on the Collateral's value, or may abridge our rights;
  - (iv) the legal or beneficial entitlement to the Collateral changes, for instance due to sale, division, or contribution to a community of property;
  - (v) a restricted right is created on the Collateral or is extinguished, or the designated use of the Collateral is changed, for instance a mortgage is created on the Collateral to another party or the land destination plan is changed, as a result of which the Collateral can no longer be used like we assumed when we entered into the Credit Documentation with you;
  - (vi) attachment is levied on the Collateral, as attachment can make it more difficult for us to sell the Collateral;
  - (vii) The execution sale of the Collateral by an attachor or pledgee or mortgagee is announced or notified;
  - (viii) the Collateral is damaged, lost or demolished, or has serious defects in our opinion;
  - (ix) the Collateral is vacant, not used or squatted;
  - (x) the rent, the amount payable by the last tenant or a compensation to which the Debtor may be entitled because the Collateral has been requisitioned, is reduced;
  - (xi) if we hold a mortgage on a right of leasehold, no major and/or unfavourable changes may occur in that leasehold (or be expected), such as the end of the leasehold, change in the leasehold terms, change in the ground rent (the fee payable by the leaseholder), the obligations under the leasehold are not promptly fulfilled, the leaseholder becomes the owner and does not grant us a right of mortgage on the ownership (this mortgage is not necessary because the leasehold expires automatically if the leaseholder becomes the owner and in that case we want a right of mortgage on the right of ownership);
  - (xii) if we have Security on an apartment right, no major and/or unfavourable changes may occur in that apartment right, such as a decision or order to change the regulations or change/terminate the division, the apartment owner or user of a private space breaches or does not comply with requirements or provisions, or circumstances arise regarding the property divided into apartment rights to which these General Credit Terms refer as grounds for immediate payability of the Debt;
  - (xiii) the competent authorities authorise the tenant to change the layout or appearance of the Collateral;
  - (xiv) a contribution promised by the authorities regarding the Collateral, such as subsidies or allowances, is repealed;
  - (xv) government measures are taken that we think will make it more difficult for us to sell the Collateral, decrease the Collateral's value or (may) cause the Debtor to lose control, directly or indirectly, over the Collateral, or our rights are otherwise abridged. Our rights are abridged, for instance, in the event of notices or decisions regarding condemnation, requisitioning, prohibition on construction, renovation or reconstruction, designation for expropriation, listing on a historic buildings register, arising of a legal pre-emption right, inclusion in a land consolidation scheme, change under public law in the intended use or a notice on account of soil contamination.

### 36I. Mortgage foreclosure

- a. If the Debtor does not repay the Debt or not in time, we may, apart from our right to otherwise recover the amount due, proceed with selling the mortgaged Collateral in the manner prescribed by law. We also call this foreclosure. In short, foreclosure entails a public auction of the mortgaged Collateral, with the proceeds being

- used for repayment of the Debt and the costs of foreclosure. We may choose to foreclose the Collateral in full or in part. In addition, we may ask the Court for permission to sell the mortgaged Collateral otherwise, i.e. not by public auction, but under a contract of sale that we will present to the Court for approval.
- b. In the event of foreclosure of the mortgaged Collateral in parts, we may perform the acts we think necessary. Examples are the division into apartment rights, issue under a ground lease of (part of) the Collateral, creation of easements, restricted or personal rights and qualitative and non-qualitative obligations and drawing up, executing and signing the required deeds and other documents.
  - c. With due observance of the legal formalities for foreclosure in the form of a public auction we may determine the venue, date and time of the sale and the terms of the auction. In addition, we may stop, delay or resume the sale at a later point if the buyer does not comply with its obligations and any other act we deem necessary in that context.
  - d. As soon as foreclosure has been announced, the Debtor is required to allow potential buyers to view the Collateral to be sold in accordance with local practice. In case of disagreement about the local practice or failing local practice the viewing will be held on at least two days a week and at times to be determined by us.
  - e. After foreclosure the Debtor using the sold Collateral in whole or in part, must have vacated the Collateral on the date of acceptance specified in the auction conditions. If the Debtor fails to do so, the Collateral will be vacated by the buyer for the Debtor's account without the buyer having to ask the Court for permission.
  - f. If we take possession of the mortgaged Collateral, the Debtor using the mortgaged Collateral in whole or in part, must have vacated the Collateral by the date we have specified. If the Debtor fails to do so, we will vacate the Collateral for the Debtor's account without having to ask the Court for permission. After vacation, we may do everything we deem necessary in the interest of the foreclosure. Examples are instituting security, installing new locks, allowing potential buyers to view the Collateral, and removing and storing any items in the Collateral. We will charge the costs to the Debtor.
  - g. The Debtor will be deemed to have relinquished anything that the Debtor has left in the Collateral on termination of the Debtor's use following foreclosure.
  - h. Does the Debtor owe a penalty or compensation pursuant to arrangements made regarding the Collateral because we have proceeded with foreclosure? That penalty or compensation must be paid by the Debtor. If we have to pay a penalty or compensation because we have proceeded with foreclosure, we may hold the Debtor liable for payment.

### **36J. Sale by exercise of our right of pledge**

- a. If the Debtor does not repay the Debt to us or not in time, we have the right, apart from our right to otherwise recover the claim, sell the pledged Collateral in the manner required by law. We call this execution. In summary, this is a public auction to sell the pledged Collateral, with the proceeds being used to pay the Debt and the costs of execution. We may choose to execute the Collateral in whole or in part. Only we can ask the Court for permission to otherwise sell the Collateral, i.e. not by public auction but by means of a contract of sale that we submit to the Court for approval. We may also ask the Court for permission to become the owner of the Collateral against payment of a price determined by the Court.
- b. We are not required to notify the Debtor or any other parties holding limited rights (such as other pledgees) or attachors that we intend selling the Collateral or that the Collateral has been sold.
- c. If we decide to sell, we may decide the order in which the pledged Collateral is sold. The Debtor is required to fully cooperate in that sale. If the Debtor fails to cooperate we have the right to gain access and take possession of the Collateral, if necessary with police assistance, regardless of where the Collateral is located.
- d. Suppose that (part of) the pledged Collateral is intended for permanent use with immovable property (like real property) on which we have acquired a mortgage-backed Security. Examples are machines or tools intended to be used professionally in a factory. In that case we may execute our Security in accordance with the rules that apply to the foreclosure of a mortgage.

**36K. Cancellation**

We may release Security by means of a unilateral notice. The costs will be for your account.

**36L. Final provisions**

- a. The Debtor will perform all acts or sign all additional documents as requested by us if we consider this necessary to establish our Security and/or protect our collateral position. By signing the Deed, the Debtor authorises us also to perform all such acts that the Debtor is required to perform under the Credit Documentation. This power of attorney will be unconditional and irrevocable. We may pass this power of attorney to someone else (also called 'right of substitution').
- b. The Third-Party Mortgagor may repay the Debt (in part). In that case this Third-Party Mortgagor may acquire a claim against the Debtor. Also a guarantor or surety may acquire a claim against a Borrower if the guarantor repays the Debt (in part). By signing the Deed, the Third-Party Mortgagor or the guarantor or surety will grant us a right of pledge on those claims.
- c. These final provisions apply only to this Article 36 of the General Credit Terms.
- d. In the event of conflicts between the provision of this Article 36 and the General Credit Terms, Article 36 will prevail.



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