

PROSPECTUS FOR ADMISSION TO TRADING ON EURONEXT BRUSSELS

LOAN INVEST NV/SA, COMPARTMENT HOME LOAN INVEST 2016

(institutionele VBS naar Belgisch recht / SIC institutionelle de droit belge)

EUR 3,270,000,000 floating rate Mortgage-Backed Notes due 2050,
issue price 100 per cent.

Application has been made for an admission to trading of the EUR 3,270,000,000 floating rate Mortgage-Backed Notes due 2050 (the “Notes”), to be issued by Loan Invest NV/SA, *institutionele VBS naar Belgisch recht / SIC institutionelle de droit belge* (the “Issuer”) acting through its Compartment Home Loan Invest 2016, on Euronext Brussels NV (“Euronext Brussels”). The Notes will be issued on 4 May 2016 or such later date as may be agreed between the Issuer, the Seller and the Manager.

The Notes are only offered, directly or indirectly, to holders (“Eligible Holders”) that satisfy the following criteria:

- (a) they qualify as qualifying investors (*in aanmerking komende beleggers / investisseurs éligibles*) within the meaning of Article 5, §3/1 of the Belgian Act of 3 August 2012 on institutions for collective investment that satisfy the criteria of Directive 2009/65/EC and on institutions for investment in receivables (*Wet betreffende de instellingen voor collectieve belegging die voldoen aan de criteria van Richtlijn 2009/65/EG en de instellingen voor belegging in schuldvorderingen / Loi relative aux organismes de placement collectif qui répondent aux conditions de la Directive 2009/65/CE et aux organismes de placement en créances*), as amended from time to time (the “UCITS Act”) (“Qualifying Investors”). A list of Qualifying Investors is attached as Annex I to this Prospectus (Qualifying Investors under the UCITS Act);
- (b) they do not constitute investors that, in accordance with Annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of the directive on markets in financial instruments (“MIFID”), have registered to be treated as non-professional investors; and
- (c) they are holders of an exempt securities account (“X-Account”) with the Securities Settlement System or (directly or indirectly) with a participant in such system.

The Notes may only be acquired, by direct subscription, by transfer or otherwise and may only be held by Eligible Holders. Each payment of interest on Notes of which the Issuer becomes aware that they are held by a holder that does not qualify as an Eligible Holder will be suspended. Upon issuance of the Notes, the denomination of the Notes is EUR 250,000.

The Notes will carry a floating rate of interest, payable monthly in arrear, which will be the Euro Interbank Offered Rate (“Euribor”) for one (1) month deposits in euro plus, up to but excluding the first Optional Redemption Date, a margin per annum, which will be 0.60 per cent. If on the first Optional Redemption Date the Notes will not be redeemed in full, in accordance with the terms and conditions of the Notes (the “Conditions”), the margin applicable to the Notes will be reset. The interest on the Notes from the first Optional Redemption Dates will be equal to Euribor for one (1) month deposits in euro plus a margin per annum which will be 1.20 per cent., payable monthly in arrear. The interest rate applicable to the Notes will never be less than zero.

The Notes are scheduled to mature on the Monthly Payment Date falling in May 2050 (the “Final Maturity Date”). On the first Monthly Payment Date falling in June 2016 and on each Monthly Payment Date thereafter, the Notes will be subject to mandatory partial redemption in accordance with the Conditions through the application of the Notes Redemption Available Amount to the extent available.

On the Monthly Payment Date falling in May 2021 and on each Monthly Payment Date thereafter (each an “Optional Redemption Date”) the Issuer will have the option to redeem all (but not some only) of the Notes then outstanding at their Principal Amount Outstanding subject to and in accordance with the Conditions.

It is a condition precedent to issuance that the Notes, on issue, be assigned at least an ‘Aaa(sf)’ rating by Moody’s Investors Services Limited (“Moody’s”) and at least ‘AAAsf’ by Fitch Ratings (“Fitch”) (Moody’s and Fitch both jointly referred to as the “Rating Agencies” and each as a “Rating Agency”). As of the date of this Prospectus, each of the Rating Agencies is established in the European Union and is registered in accordance with Regulation (EU) No 1060/2009 (the “CRA Regulation”), published on the European Securities and Markets Authority’s (ESMA) website (<http://www.esma.europa.eu>). **A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time. For a discussion of some of the risks associated with an investment in the Notes, see Risk factors herein.**

The Notes will (directly and indirectly) be secured by a first ranking right of pledge in favour of the Noteholders and the other Secured Parties, including Deloitte Bedrijfsrevisoren/Réviseurs d’Entreprises C.V.B.A. (the “Security Agent”) on behalf of the Noteholders and the other Secured Parties over (i) the Mortgage Receivables, (ii) the Issuer’s claims under or in connection with the Transaction Documents, and (iii) the balances standing to the credit of the Transaction Accounts. Recourse in respect of the Notes is limited to the Mortgage Receivables, any claims of the Issuer under the Transaction Documents and the balances standing to the credit of the Transaction Accounts and there will be no other assets of the Issuer, such as any assets that would relate to other compartments of the Issuer, and any rights in connection therewith, available for any further payments.

The Notes will be issued in the form of dematerialised notes under the Belgian Company Code (*Wetboek van Vennootschappen/ Code des Sociétés*) (the “Company Code”) and cannot be physically delivered. The Notes will be delivered in the form of an inscription on a securities account. The clearing of the Notes will take place through the X/N securities and cash clearing system operated by the National Bank of Belgium (“the NBB”) or

any of its successors (the “**Securities Settlement System**”). Access to the Securities Settlement System is available through participants which include certain banks, stock brokers and Euroclear and Clearstream, Luxembourg.

The Notes will be solely the obligations of Compartment Home Loan Invest 2016 of the Issuer and have been allocated to Compartment Home Loan Invest 2016 of the Issuer. The Notes will not be obligations or responsibilities of, and will not be guaranteed by, any other entity or person. In particular, the Notes will be no obligations or responsibilities of, and will not be guaranteed by, any of the parties to the Transaction Documents, other than the Issuer acting through its Compartment Home Loan Invest 2016. Furthermore, none of such persons or entities or any other person in whatever capacity (i) has assumed or will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes, or (ii) is or will be under any obligation whatsoever to provide additional funds to the Issuer (except for the limited circumstances described in this Prospectus).

The Seller has undertaken to retain a material net economic interest of not less than 5% in the securitisation transaction contemplated in this Prospectus (the “**Transaction**”) in accordance with Article 405, paragraph (1) sub-paragraph (d) of 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 (the “**Capital Requirements Regulation**” or “**CRR**”) and Article 51 paragraph (1) sub-paragraph (d) of the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU (the “**AIFM Regulation**”). As at the Closing Date, such interest will in accordance with Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation be comprised of an interest in the first loss tranche, and, if necessary, other tranches having the same or a more severe risk profile than those sold to the investors. Any change in the manner in which this interest is held shall be notified to investors. The Seller has provided a corresponding undertaking with respect to the interest to be retained by it during the period wherein the Notes are outstanding to the Issuer and the Security Agent in the Mortgage Receivables Purchase Agreement. In addition to the information set out herein and forming part of this Prospectus, the Seller has undertaken to make available materially relevant data with a view to complying with Article 409 of the CRR and Articles 51 and 52 of the AIFM Regulation, which can be obtained from the Seller upon request. After the Closing Date, the Issuer will prepare monthly investor reports wherein relevant information with regard to the Mortgage Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller as confirmed to the Issuer for each Monthly Investor Report. Such information can be obtained from the website www.kbc.be/abs/homeloaninvest2016. For the avoidance of doubt, none of the Issuer, the Seller, the Arranger or the Manager makes any representation as to the accuracy or suitability of any financial model which may be used by a prospective investor in connection with its investment decision. Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation and none of the Issuer, the Seller (in its capacity as the Seller and the Servicer), the Administrator, the Arranger nor the Manager makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes. In addition, each prospective noteholder should ensure that it complies with the implementing provisions in respect of Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation in its relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator.

This prospectus (“**Prospectus**”) has been approved by the Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten/Autorité des services et marchés financiers*) (“**FSMA**”) on 26 April 2016 pursuant to Article 23 of the Belgian Act of 16 June 2006 concerning the public offer of investment securities and the admission of investment securities to trading on a regulated market (the “**Prospectus Law**”). This approval cannot be considered as a judgment as to the opportunity or the quality of the Transaction, nor on the situation of the Issuer.

Given the complexity of the terms and conditions of the Notes, an investment in the Notes is suitable only for experienced and financially sophisticated investors who understand and are in a position to evaluate the merits and risks inherent thereto and who have sufficient resources to be able to bear any losses which may result from such investment.

For the page reference of the definitions of capitalised terms used herein see *Index of Defined Terms*.

For a discussion of certain risks that should be considered in connection with any investment in the Notes, see *Risk Factors* herein.

Arranger
KBC Bank NV

Manager
KBC Bank NV

The date of this Prospectus is
26 April 2016

IMPORTANT INFORMATION

Neither the delivery of this Prospectus at any time nor any sale made in connection with the offering of the Notes shall imply that the information contained herein is correct at any time subsequent to the date of this Prospectus or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer since the date of this Prospectus. Neither the Issuer nor any party have an obligation to update this Prospectus, except when required in accordance with applicable law.

No one is authorised by the Seller, the Issuer, the Arranger or the Manager to give any information or to make any representation concerning the issue, offering and sale of the Notes other than those contained in this Prospectus in accordance with applicable laws and regulations and, if given or made, such information or representation must not be relied upon as having been authorised by the Seller, the Issuer, the Arranger or the Manager.

This Prospectus is to be read and construed in conjunction with the articles of association of the Issuer which are incorporated herein by reference (see *Documents Incorporated by Reference* below).

The Manager will subscribe or will procure the subscription of the Notes on the Closing Date on the terms set out in the Subscription Agreement. See *Purchase and Sale* below. The minimum investment required per investor acting for its own account is EUR 250,000.

The Manager shall be entitled to cancel its obligations to subscribe the Notes in certain circumstances by notice to the Issuer, the Seller and the Security Agent at any time on or before the Closing Date. As a consequence of such cancellation, the issue of the Notes and all acceptances and sales shall be cancelled automatically and the Issuer and the Manager shall be released and discharged from their obligations and liabilities in connection with the issue and the sale of the Notes.

Neither this Prospectus nor any part thereof constitutes an offer or an invitation to sell or a solicitation of an offer to buy Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. This Prospectus is published exclusively for the purpose of the admission to trading of the Notes on Euronext Brussels. This Prospectus has been approved by FSMA on 26 April 2016 pursuant to Article 23 of the Prospectus Law. This approval cannot be considered as a judgment as to the opportunity or the quality of the Transaction, nor on the situation of the Issuer.

The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. A fuller description of the restrictions on offers, sales and deliveries of the Notes and on the distribution of this Prospectus is set out in the section entitled *Purchase and Sale* below. Persons into whose possession this Prospectus (or any part thereof) comes are required to inform themselves about, and to observe, any such restrictions.

Neither this Prospectus nor any other information supplied in connection with the offering of the Notes constitutes an offer or invitation by or on behalf of the Issuer, the Arranger or the Manager to subscribe for or to purchase any Notes and neither this Prospectus nor any part hereof may be used for or in connection with an offer or solicitation by any person in any jurisdiction in which such offer or solicitation is not authorised or to any person who is not an Eligible Holder or to whom it is unlawful to make such offer or solicitation.

The information contained in this Prospectus was obtained from the Issuer and other sources, but no assurance can be given by the Arranger or the Manager as to the accuracy or completeness of such information. Subject to the responsibility statements below, none of the Seller, the Administrator, the Security Agent, the Arranger or the Manager makes any representation, express or implied, or accepts responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. In making an investment decision, investors must rely on their own examination of the terms of this offering and the Notes and the risks and rewards involved. The content of this Prospectus should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisors prior to making a decision to invest in the Notes.

The Notes will be solely the obligations of Compartment Home Loan Invest 2016 of the Issuer and will not be obligations or responsibilities of, and will not be guaranteed by, any other entity or person. In particular, the Notes will not be obligations or responsibilities of, and will not be guaranteed by, any of the parties to the Transaction Documents, other than the Issuer acting through its Compartment Home Loan Invest 2016. Furthermore, none of such persons or entities or any other person in whatever capacity acting (i) has assumed or will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes, or (ii) is or will be under any obligation whatsoever to provide additional funds to the Issuer (except for the limited circumstances described in this Prospectus).

The Notes may only be acquired, by direct subscription, by transfer or otherwise and may only be held by holders (“**Eligible Holders**”) that satisfy the following criteria:

- (a) they qualify as qualifying investors (*in aanmerking komende beleggers / investisseurs éligibles*) within the meaning of Article 5, §3/1 of the Belgian Act of 3 August 2012 on institutions for collective investment that satisfy the criteria of directive 2009/65/EC and on institutions for investment in receivables (*Wet betreffende de instellingen voor collectieve belegging die voldoen aan de criteria van Richtlijn 2009/65/EG en de instellingen voor belegging in schuldvorderingen / Loi relative aux organismes de placement collectif qui répondent aux conditions de la Directive 2009/65/CE et aux organismes de placement en créances*), as amended from time to time (the “**UCITS Act**”) (“**Qualifying Investors**”). A list of Qualifying Investors is attached as Annex I (“**Qualifying Investors under the UCITS Act**”);
- (b) they do not constitute investors that, in accordance with annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of the directive on markets in financial instruments (“**MIFID**”), have registered to be treated as non-professional investors; and
- (c) they are holders of an exempt securities account (“**X-Account**”) with the Securities Settlement System or (directly or indirectly) with a participant in such system.

Any acquisition of a Note by or transfer of a Note to a person who is not a Qualifying Investor under the UCITS Act shall be void and not binding on the Issuer and the Security Agent. If a Noteholder ceases to be a Qualifying Investor under the UCITS Act, it is obliged to report this to the Issuer and such Noteholder will promptly transfer the Notes it holds to a person that qualifies as a Qualifying Investor under the UCITS Act.

Each payment of interest on Notes of which the Issuer becomes aware that they are held by a holder that does not qualify as a Qualifying Investor under the UCITS Act will be suspended.

Notes may not be acquired by a Belgian or foreign transferee who is not subject to income tax or who is, as far as interest income is concerned, subject to a tax regime that is deemed by the Belgian tax authorities to be significantly more advantageous than the Belgian tax regime applicable to interest income (within the meaning of Articles 54 and 198, §1 11° of the BITC 1992).

Furthermore, no Notes may be acquired by a Belgian or foreign transferee that qualifies as an “affiliated company” (within the meaning of Article 11 of the Belgian Company Code) of the Issuer, save where such

transferee also qualifies as a “*financial institution*” referred to in Article 56, §2, 2° of the Belgian Income Tax Code 1992.

Finally, Notes may not be acquired by a foreign transferee being a resident of or having an establishment in, or acting, for the purposes of the Notes, through a bank account held on a tax haven jurisdiction as referred to in Article 307, §1, fifth indent of the Belgian Income Tax Code of 1992.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission or any other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Prospectus. Any representation to the contrary is unlawful.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the “**Securities Act**”), or any state securities laws, and may not be offered, sold or delivered within the United States or to, or for the benefit of, United States persons as defined in Regulation S under the Securities Act, except in certain transactions exempt from or not subject to the registration requirements of the Securities Act (see *Purchase and Sale* below).

In connection with the issue of the Notes, KBC Bank NV in its capacity as stabilising manager (as the “**Stabilising Manager**”), or persons acting on behalf of the Stabilising Manager, may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or person(s) acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of thirty (30) calendar days after the issue date of the Notes and sixty (60) calendar days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or person(s) acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.

Capitalised terms used in this Prospectus, unless otherwise indicated, have the meaning as set out in this Prospectus. An index of defined terms, including those which are not defined in the Conditions, starts on page 246.

All references in this Prospectus to “**EUR**”, “**€**”, “**Euro**” and “**euro**” refer to the single currency which was introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community (as amended by the Treaty on European Union and as amended by the Treaty of Amsterdam).

Where relevant, a reference to the Issuer must be construed as a reference to Compartment Home Loan Invest 2016 of the Issuer. All obligations of the Issuer to the Noteholders and the other Secured Parties have been allocated to Compartment Home Loan Invest 2016 of the Issuer and the Noteholders and the other Secured Parties only have recourse to the Pledged Assets of Compartment Home Loan Invest 2016.

RESPONSIBILITY STATEMENTS

The Issuer is responsible for the information contained in this Prospectus. The responsibility of the Issuer is based on Article 61 of the Prospectus Law. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information from third-parties contained and specified as such in this Prospectus has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, does not omit anything which would render the reproduced information inaccurate or misleading. The Issuer accepts responsibility accordingly. The registered office of the Issuer is located at Koningsstraat 97, 1000 Brussels.

KBC Bank NV is responsible for the paragraph relating to Article 405 of the CRR and Article 51 of the AIFM Regulation on p. 2 of this Prospectus and for the information contained in the following sections of this Prospectus: *The Belgian Residential Mortgage Market, KBC Bank NV, Description of the Mortgage Loans, Summary of the Provisional Portfolio, Mortgage Loan Underwriting and Mortgage Services, Related Party Transactions – Corporate Services Provider, Related Party Transactions – the Domiciliary Agent – the Listing Agent – the Reference Agent, Related Party Transactions – the Account Bank, and Related Party Transactions – the Swap Counterparty* only. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained and specified as such in these paragraphs is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information from third-parties contained and specified as such in these paragraphs has been accurately reproduced and, as far as KBC Bank NV is aware and is able to ascertain from information published by that third party, does not omit anything which would render the reproduced information inaccurate or misleading. KBC Bank NV accepts responsibility accordingly. The registered office of KBC Bank NV is located at Havenlaan 2, 1080 Brussels.

The Security Agent is responsible for the information contained in the section *The Security Agent* and in the section *Related Party Transactions – The Security Agent* only. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained and specified as such in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. The Security Agent accepts responsibility accordingly. The registered office of the Security Agent is located at Berkenlaan 8b, 1831 Diegem.

The Administrator is responsible for the information contained in the section *Related Party Transactions – The Administrator* only. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained and specified as such in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. The Administrator accepts responsibility accordingly. The registered office of the Administrator is located at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands.

Neither the Arranger nor the Manager has independently verified the information contained herein. Accordingly, the Arranger and the Manager make no representation, warranty or undertaking, express or implied, or accept any responsibility or liability, with respect to the accuracy and completeness of any of the information in this Prospectus or part thereof or any other information provided by the Issuer in connection with the Notes. The Arranger, the Manager and the Seller expressly do not undertake to review the financial conditions or affairs of the Issuer during the life of the Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial conditions and affairs of the Issuer and should review, among other things, the most recent financial statements of the Issuer for the purposes of making its own appraisal of the creditworthiness of the Issuer and when deciding whether or not to purchase, hold or sell any Notes during the life of the Notes.

This Prospectus is a prospectus within the meaning of the Regulation (EC) 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information

contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements.

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RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risk associated with the Notes are also described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. The description of the risk factors below should not be read as a legal advice. If you are in any doubt about the content of this Prospectus or the regulatory framework, you should consult an appropriate professional adviser.

1. RISK FACTORS – THE ISSUER AND THE NOTES

1.1 Regulatory Framework

Belgian law provides for a specific legal framework designed to facilitate securitisation transactions. These rules are set out in the UCITS Act and its implementing decrees. This legislation provides for a dedicated category of investment undertakings, which are designed for making investments in receivables. These vehicles can be set up as an investment company (*vennootschap voor belegging in schuldvorderingen* (or “VBS”) / *société d’investissement en créances* (or “SIC”)), i.e. as a commercial company under Belgian law in the form of a limited liability company (*naamloze vennootschap / société anonyme*) or in the form of a limited liability partnership (*commanditaire vennootschap op aandelen / société en commandite par actions*). The operations of a VBS/SIC are mainly governed by the UCITS Act and its implementing decrees, its bylaws (*statuten / statuts*) and, except to the extent provided in the UCITS Act, the Belgian Company Code.

To date, the legislation provides for a single type of VBS/SIC: the so-called “institutional VBS/SIC”. In order to qualify as an “institutional VBS/SIC” (“**Institutional VBS/SIC**”), the VBS/SIC must, *inter alia*, attract its funding exclusively from Qualifying Investors under the UCITS Act.

1.2 Status of the Issuer as an Institutional VBS/SIC and tax regime

The Issuer has been established so as to have and maintain the status of an Institutional VBS/SIC. Under the UCITS Act, the regulatory status of an Institutional VBS/SIC *inter alia* depends on the securities it issues being acquired and held at all times by Qualifying Investors under the UCITS Act only.

In order to facilitate securitisation transactions, a VBS/SIC benefits from certain special rules for the assignment of receivables and from a special tax regime (see Section “Issuer”, sub-section 13 (*Tax Position of the Issuer*) below). The status as Institutional VBS/SIC is in particular a requirement for the absence of corporate tax on the revenues of the Issuer and for an exemption of VAT on certain expenses of the Issuer and facilitates the assignment of the Loans to or by the Issuer. The loss of such Institutional VBS/SIC status would impact adversely on the Issuer’s ability to satisfy its payment obligations to the Noteholders.

1.3 Measures to safeguard the Issuer’s status as an Institutional VBS/SIC

Article 271/6, §2 of the UCITS Act provides expressly that a listing on a regulated market accessible to the public (such as Euronext Brussels) and/or the acquisition of securities (including shares) of an institutional VBS/SIC by investors that are not Qualifying Investors under the UCITS Act, through

third parties and outside the control of the VBS/SIC, would not adversely affect the status of an investment vehicle as an Institutional VBS/SIC, provided that:

- (a) the VBS/SIC has taken “adequate measures” to guarantee that the investors of the VBS/SIC are Qualifying Investors under the UCITS Act acting for their own account; and
- (b) the VBS/SIC does not contribute to, nor promote, the holding of its securities by investors that are not Qualifying Investors under the UCITS Act acting for their own account.

The “adequate measures” the Issuer has undertaken and will undertake for such purposes are described below.

The Royal Decree of 15 September 2006 relating to some measures on institutional companies for collective investment in receivables (*Arrêté royal portant certaines mesures d'exécution relatives aux organismes de placement collectif en créances institutionnels / Koninklijk besluit houdende bepaalde uitvoeringsmaatregelen voor de institutionele instellingen voor collectieve belegging in schuldvorderingen*) (the “2006 Royal Decree VBS/SIC”) sets out the circumstances and conditions in which a VBS/SIC will be deemed to have taken such “adequate measures”.

In order to procure that the securities issued by the Issuer are held only by Qualifying Investors under the UCITS Act acting for their own account, the Issuer has taken the following measures:

- (a) in respect of the shares of the Issuer:
 - (i) the shares of the Issuer will be registered shares; and
 - (ii) the by-laws of the Issuer contain transfer restrictions stating that its shares can only be transferred to Qualifying Investors under the UCITS Act acting for their own account, with the sole exception, if the case arises, of shares which in accordance with Article 271/6, §2 of the UCITS Act, would be held by the Seller as credit enhancement; and
 - (iii) the by-laws of the Issuer provide that the Issuer will refuse the registration (in its share register) of the prospective purchase of shares, if it becomes aware that the prospective purchaser is not a Qualifying Investor under the UCITS Act acting for its own account (with the sole exception, if the case arises, of shares which in accordance with Article 271/6, §2 of the UCITS Act, would be held by the Seller as credit enhancement); and
 - (iv) the by-laws of the Issuer provide that it will suspend the payment of dividends in relation to its shares if it becomes aware that such shares are held by a person who is not a Qualifying Investor under the UCITS Act acting for its own account (with the sole exception, if the case arises, of shares which in accordance with Article 271/6, §2 of the UCITS Act, would be held by the Seller as credit enhancement); and
- (b) in respect of the Notes:
 - (i) the Notes will have the selling and holding restrictions described in Section entitled “Purchase and Sale”; and
 - (ii) the Managers will undertake pursuant to the Subscription Agreement in respect of primary sales of the Notes, to sell the Notes solely to Qualifying Investors under the UCITS Act acting on their own account; and

- (iii) the Notes are issued in dematerialised form and will be included in the Securities Settlement System; and
- (iv) the nominal value of each individual Note is EUR 250,000 upon issuance; and
- (v) in the event that the Issuer becomes aware that Notes are held by investors other than Qualifying Investors under the UCITS Act acting for their own account in breach of the above requirement, the Issuer will suspend interest payments relating to these Notes until such Notes will have been transferred to and are held by Qualifying Investors under the UCITS Act acting for their own account; and
- (vi) the Conditions of the Notes, the by-laws of the Issuer, the Prospectus and any other document issued by the Issuer in relation to the issue and initial placing of the Notes will state that the Notes can only be acquired, held by and transferred to Qualifying Investors under the UCITS Act acting for their own account; and
- (vii) all notices, notifications or other documents issued by the Issuer (or a person acting on its account) and relating to transactions with the Notes or the trading of the Notes on Euronext Brussels will state that the Notes can only be acquired, held by and transferred to Qualifying Investors under the UCITS Act acting for their own account; and
- (viii) the Conditions provide that the Notes may only be held by persons that are holders of an X-Account with the Securities Settlement System or (directly or indirectly) with a participant in such system.

By implementing these measures, the Issuer has complied with the conditions set out in the 2006 Royal Decree VBS/SIC. Without prejudice to the obligation of the Issuer not to contribute or to promote the holding of the Notes by investors other than Qualifying Investors under the UCITS Act, the measures guarantee to the Issuer, provided that it complies with these measures, that its status as Institutional VBS/SIC will not be challenged as a result of the admission to trading of the Notes on Euronext Brussels or if it would appear that Notes are held by investors other than Qualifying Investors under the UCITS Act. The Issuer has undertaken in the Transaction Documents to comply at all times with the requirements set out in the 2006 Royal Decree VBS in order to qualify and remain qualified as an Institutional VBS/SIC.

1.4 Mortgage Credit License

As from 1 November 2015, the status of credit providers of mortgage credit, including the requirements to be satisfied in order to be licensed and perform activities as a credit provider of mortgage credit, is governed by Book VII of the Belgian code of economic law (*Wetboek Economisch Recht / Code de Droit Économique*) dated 28 February 2013 (as amended from time to time, the “**Code of Economic Law**”) replacing the regime of the mortgage institution governed by the Belgian Mortgage Credit Act of 4 August 1992, as amended. In accordance with Article 159 §1 of Book VII of the Code of Economic Law no one may exercise the activity of a provider of mortgage credit on the Belgian territory without having been licensed or registered by the FSMA. This rule also applies to a transferee of mortgage credit claims. To the extent the transferee is a “mobilisation vehicle” (a “**Mobilisation Vehicle**”) as defined in article 2 of the Belgian Act of 3 August 2012 regarding various measures to facilitate the mobilisation of claims in the financial sector (*wet betreffende diverse maatregelen ter vergemakkelijking van de mobilisering van schuldvorderingen in de financiële sector / loi relative à des mesures diverses pour faciliter la mobilisation de créances dans le secteur financier*) (as amended from time to time, the “**Mobilisation Act**”), the transferee would, in accordance with Article 159 §3 of Book VII of the Code of Economic Law, however not be subject to the regulatory capital requirements imposed by Article 162 of Book VII of the Code of Economic Law on providers of mortgage credit. In addition

thereto, certain other exemptions from the rules otherwise imposed on providers of mortgage credit may be implemented by royal decree. To date, such royal decree is yet to be implemented.

In accordance with the transitory regime governed by the act of 19 April 2014 (concerning the introduction of Book VII “Payment and Credit Services” in the Code of Economic Law, in respect of definitions for Book VII, and on penalties in case of breaches of Book VII, Book I and Book and other diverse measures), on 1 November 2015 each mortgage institution was automatically granted a temporary license as a provider of mortgage credit so that it is entitled to continue its activities. However, within a period of 18 months each such party needs to obtain a license as provider of mortgage credit in accordance with the provisions of the Code of Economic Law (as amended) and its implementing measures. To date, the Issuer has not yet obtained such definitive license.

1.5 Liability under the Notes

The Notes will be solely the obligations of the Issuer and will not be obligations or responsibilities of, and will not be guaranteed by, any other entity or person. In particular, the Notes will not be obligations or responsibilities of, and will not be guaranteed by, any of the parties to the Transaction Documents, other than the Issuer acting through its Compartment Home Loan Invest 2016. Furthermore, none of such persons or entities or any other person in whatever capacity acting:

- (a) has assumed or will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes, or
- (b) is or will be under any obligation whatsoever to provide additional funds to the Issuer (except in the limited circumstances described herein).

1.6 Compartments – Limited Recourse Nature of the Notes

The Issuer has been established to issue notes from time to time, including the Notes. The Notes are issued by the Issuer, acting through its Compartment Home Loan Invest 2016. This is the fifth Compartment that has been created by the Issuer.

Article 271/11, §4 of the UCITS Act, expressly provides that:

- (a) the rights of the shareholders and the creditors, which have arisen in respect of a particular compartment or in relation to the creation, operation or liquidation of such compartment, only have recourse to the assets of such compartment. Similarly, the creditors in relation to liabilities allocated or relating to other compartments of the same VBS/SIC only have recourse against the assets of the compartment to which their rights or claims have been allocated or relate;
- (b) in case of the dissolution and liquidation (*ontbinding en vereffening / dissolution et liquidation*) of a compartment the rules on the dissolution and liquidation of companies must be applied *mutatis mutandis*. Each compartment must be liquidated separately and such liquidation does not entail the liquidation of any other compartment. Only the liquidation of the last compartment will entail the liquidation of the VBS/SIC; and
- (c) the Belgian law rules on judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*), as applicable, and bankruptcy (*faillissement / faillite*) are to be applied separately for each compartment and a judicial reorganisation, as applicable, or bankruptcy of a compartment does not as a matter of law entail the judicial reorganisation, as applicable, or the bankruptcy to the other compartments or of the VBS/SIC.

All obligations of the Issuer to the Noteholders and the other Secured Parties have been allocated to Compartment Home Loan Invest 2016 of the Issuer and the Noteholders and the other Secured Parties only have recourse to the Pledged Assets of Compartment Home Loan Invest 2016.

Article 271/11, § 2 of the UCITS Act provides that the articles of association of the VBS/SIC determine the allocation of costs to the VBS/SIC and each compartment.

However, when no clear allocation of liabilities (including costs and expenses) to compartments of the Issuer has been made in a particular contract entered into by the VBS/SIC, it is unclear under Belgian law whether in such case the relevant creditor would have recourse to all compartments of the Issuer. A similar uncertainty exists in relation to creditors whose claims are not based on a contractual relationship (e.g. social security authorities or creditors with claims in tort) and cannot be clearly allocated to a particular compartment. The parliamentary works to the predecessor of the UCITS Act (whose provisions have been incorporated in the UCITS Act) and legal writers suggest that, in the absence of clear allocation, the relevant creditor may claim against all compartments and the investors of these compartments would only have a liability claim against the directors of the VBS/SIC. Consequently and from that perspective, the liabilities of one compartment of the Issuer may affect the liabilities of its other compartments.

In this respect, the Articles of Association of the Issuer provide that the costs and expenses which cannot be allocated to a compartment, will be allocated to all compartments *pro rata* the outstanding balance of the receivables of each compartment.

All obligations of the Issuer to the Noteholders and the other Secured Parties are limited in recourse and the Noteholders and the other Secured Parties will have a right of recourse only in respect of the Pledged Assets (belonging to Compartment Home Loan Invest 2016) and will not have any claim, by operation of law or otherwise, against, or recourse to any of the Issuer's other assets or its issued and paid up capital.

Furthermore, all sums payable to each Secured Party in respect of the Issuer's obligations to such Secured Party shall be limited to the lesser of:

- (a) the aggregate amount of all sums due and payable to such Secured Party; and
- (b) the aggregate amounts received, realised or otherwise recovered by the Security Agent in respect of the Mortgage Receivables and any other Pledged Assets, subject to the payment of amounts ranking in priority to payment of amounts due in respect of the Notes. See further *Credit Structure*.

If there are insufficient funds available to the Issuer to pay in full all principal, interest and other amounts in respect of the Notes at their maturity date in accordance with the Conditions, the Noteholders will have no further claim against the Issuer in respect of any such unpaid amount and such unpaid amount shall be discharged in full. No recourse may be made for any amount due in respect of any Notes or any other obligations of the Issuer against any officer, member, director, employee, shareholder, security holder or incorporator of the Issuer or their respective successors or assigns.

1.7 Risks inherent to the Notes

(a) Credit Risk

There is a risk of non-payment of principal and/or interest on the Notes due to non-payment of principal and/or interest on the Mortgage Receivables. The ability of the Issuer to meet its obligations in full to pay principal of and interest on the Notes will be dependent on the receipt by it of funds under the Mortgage Receivables, the proceeds of the sale of any Mortgage Receivables, the

receipt by it of payments under the Swap Agreement and the receipt by it of interest in respect of the balances standing to the credit of the Transaction Accounts. See further *Credit Structure*. In addition, the Issuer will have available to it the balances standing to the credit of the Reserve Account for certain of its interest obligations.

The credit risk is mitigated by the subordinated ranking of the Subordinated Loan. The proceeds of the Subordinated Loan will be used to (i) pay part of the Initial Purchase Price and (ii) credit the Reserve Account up to the Reserve Account Required Amount.

The credit risk is further mitigated by the excess in the Interest Amount generated by the Mortgage Receivables (the “**Excess Margin**”). This Excess Margin is used to pay interest on the Subordinated Loan but can be used in priority to make good any shortfall in the Principal Deficiency Ledger (See *Interest Priority of Payments*).

If, upon default by the Borrowers and after exercise by the Servicer of all available remedies in respect of the applicable Mortgage Receivables, the Issuer does not receive the full amount due from such Borrowers, Noteholders may receive by way of principal repayment on the Notes an amount less than the Principal Amount Outstanding of their Notes and the Issuer may be unable to pay in full interest due on the Notes.

The risk regarding the payments on the Mortgage Receivables is influenced by, among other things, market interest rates, general economic conditions, the financial standing of Borrowers and other similar factors. Other factors such as loss of earnings, illness, divorce and other similar factors could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Receivables.

(b) Prepayment Risk

The maturity of the Notes will depend on, among other things, the amount and timing of payment of principal (including full and partial prepayments, the sale of the Mortgage Receivables by the Issuer in the case of an Optional Redemption, Net Proceeds upon enforcement of a Mortgage Receivable and repurchase by the Seller of Mortgage Receivables, including as a result of the exercise by the Seller of its Regulatory Call Option) under the Mortgage Receivables. The average maturity of the Notes may be affected by a higher or lower than anticipated rate of prepayments on the Mortgage Receivables.

The rate of prepayment of Mortgage Receivables is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, changes in tax law (including, but not limited to, amendments to mortgage interest tax deductibility), local and regional economic conditions and changes in Borrower’s behaviour (including, but not limited to, home owner mobility). No guarantee can be given as to the level of prepayment that the Mortgage Receivables may experience, and variation in the rate of prepayments of principal on the Mortgage Receivables may affect the Notes. The estimated average life of the Notes must be viewed with considerable caution and Noteholders should make their own assessment thereof.

In accordance with Article 145 of Book VII of the Code of Economic Law, a Borrower may at any time prepay the entire outstanding amount of its Mortgage Loan. In addition, partial prepayments are allowed at any time unless the loan documentation contains restrictions in this respect. Such restrictions in the loan documentation may however not exclude:

- (a) a partial prepayment once a year; and
- (b) a prepayment at any time in an amount of 10% or more of principal.

In the case of a Mortgage Loan which is subject to Book VII, Title 4, Chapter 2 of the Code of Economic Law, a prepayment penalty in an amount of up to three (3) months interest on the prepaid

amount may be charged. No prepayment penalty is due in the event of death of the Borrower to the extent that the prepayment occurs with funds paid pursuant to a debt insurance policy relating to the Mortgage Loan.

(c) Liquidity Risk

There is a risk of temporary liquidity problems if interest on the Mortgage Receivables is not received on time or is not received at all. This risk is mitigated by (i) the requirement to credit to the Reserve Account an amount equal to the Reserve Account Required Amount, (ii) the Excess Margin and (ii) the revenues of the Mortgage Receivables that have been purchased with the (partial) proceeds of the Subordinated Loan.

(d) Maturity Risk

There is a risk that the Issuer will not have received sufficient principal to fully redeem the Notes at their Final Maturity Date. The ability of the Issuer to redeem all the Notes in full and to pay all amounts due to the Noteholders (including after the occurrence of an Event of Default), may depend upon whether the value of the Mortgage Receivables is sufficient to redeem the Notes. In addition, no assurance can be given that the Issuer will exercise its option to redeem the Notes on the first or any subsequent Optional Redemption Date or that there will be a purchaser for the Mortgage Receivables.

(e) Risk that the Issuer will not exercise its right to redeem the Notes on an Optional Redemption

Due to the increase of the margin payable in respect of the floating rate of interest on the Notes from the first Optional Redemption Date, the Issuer might have an economic incentive to exercise its right to redeem the Notes on the first Optional Redemption Date or on any subsequent Optional Redemption Date. However, no guarantee can be given that the Issuer will exercise such right. The exercise of such right will, among other things, depend on the ability of the Issuer to have sufficient funds available to redeem the Notes, for example, through the sale of the Mortgage Receivables still outstanding at that time.

(f) Risk of early redemption as a result of the Clean-Up Call Option, the Regulatory Call Option, the Optional Redemption in case of Change of Law, and the Optional Redemption in case of a Ratings Downgrade Event or for tax reasons

Should the Seller exercise its Clean-up Call Option or Regulatory Call Option on any Monthly Payment Date, the Issuer will redeem the Notes by applying the proceeds of the sale of the Mortgage Receivables towards redemption of the Notes in accordance with the Conditions on such Monthly Payment Date, whether falling before or after the first Optional Redemption Date. The Issuer will have the option to redeem the Notes in case of Change of Law, a Ratings Downgrade Event or for tax reasons on any Monthly Payment Date in accordance with the Conditions. If the Issuer exercises any of such options, the Notes may be redeemed prior to the first Optional Redemption Date and will be redeemed prior to the Final Maturity Date, as applicable. The Issuer will give notice to the Noteholders in accordance with the Conditions.

(g) Interest Rate Risk

The amount of revenue receipts that the Issuer receives will fluctuate according to the interest rates applicable to the Mortgage Loans and the Transaction Accounts. The Issuer will be subject to floating rate interest obligations under the Notes (floored at zero) while the Mortgage Loans are subject to either a variable rate of interest or a fixed rate of interest.

To hedge the Issuer's exposure against the possible variance between, on the one hand, the revenue it receives from (a) the Mortgage Loans subject to a variable rate of interest or a fixed rate of interest

and (b) the interest on the Transaction Accounts and, on the other hand, the interest it pays under the Notes, the Issuer will on or about the Closing Date enter into the Swap Agreement with the Swap Counterparty.

There can be no assurance that the Swap Agreement will adequately address the interest rate risk the Issuer is exposed to in case the Swap Counterparty fails to perform its obligations under the Swap Agreement and because of the reasons set out below.

Termination and the failure to make payments under the Swap Agreement

A failure by the Swap Counterparty to make timely payments of amounts due under the Swap Agreement will constitute a default thereunder. The Swap Counterparty is obliged to make payments under the Swap Agreement only to the extent that the Issuer makes payments under it. To the extent that the Swap Counterparty defaults on its obligations under the Swap Agreement to make payment to the Issuer on any payment date under the Swap Agreement, the Issuer will be exposed to the possible variance between the fixed interest payable under the Mortgage Receivables and the floating rate interest obligations under the Notes.

To the extent that the Swap Counterparty defaults in its obligations under the Swap Agreement to make payment to the Issuer on any payment date under the Swap Agreement, or the Swap Agreement is terminated, and unless a comparable replacement swap agreement is entered into, the Issuer may have insufficient funds to make payments due under the Notes. In addition, if the Swap Agreement terminates, the Issuer may in certain circumstances be required to make a termination payment to the Swap Counterparty. Any such termination payment could be substantial and may affect the funds available to pay amounts due to the Noteholders.

The Swap Agreement will be terminable by one party if, amongst other things, (i) an event of default (as defined therein) occurs in relation to the other party, (ii) it becomes unlawful for either party to perform its obligations under the Swap Agreement, (iii) an Enforcement Notice is served, (iv) in certain circumstances, the Issuer redeems the Notes in full, or (v) certain tax events occur. Events of default in relation to the Issuer in the Swap Agreement will include (i) non-payment under the Swap Agreement and (ii) certain insolvency-related events.

The Swap Agreement can also be terminated by the Issuer in certain circumstances if the Swap Counterparty is downgraded (see *Credit Structure – Downgrade of Swap Counterparty*). If the Swap Agreement is terminated, no assurance can be given on the ability of the Issuer to enter into a replacement swap, or if one is entered into, as to the credit rating or cost of a replacement Swap Counterparty.

For the avoidance of doubt, the Issuer will not be obliged to pay to the Swap Counterparty under the Swap Agreement any amounts in respect of the Mortgage Receivables (or any Prepayment Penalties) to the extent that it has not received such amounts from the Borrowers, the Sellers or the Servicer, as the case may be.

Novation by the Swap Counterparty

In certain circumstances the Swap Counterparty has the right to novate (in whole or in part), the Swap Agreement to any third party, subject to, amongst other things, the then current ratings of the Notes not being downgraded.

Withholding or deduction of Taxes

The Swap Counterparty will be obliged to make payments under the Swap Agreement without any withholding or deduction of taxes unless required by law, subject to the right to novate (in whole or

in part) the obligations under the Swap Agreement to a third party, as described in this section above.

If any withholding or deduction is required by law, the Swap Counterparty will be required to pay such additional amounts as are necessary to ensure that the net amount received by the Issuer under the Swap Agreement will be equal the amount that the Issuer would have received had no such withholding or deduction been required. The Swap Agreement will provide, however, that if due to:

- (a) action taken by a relevant taxing authority or brought in a court of competent jurisdiction; or
- (b) any change in tax law;

in both cases after the date of the Swap Agreement, the Swap Counterparty will, or there is a substantial likelihood that it will, be required to pay to the Issuer additional amounts for or on account of a tax (a “**Tax Event**”), the Swap Counterparty may (with consent of the Issuer) transfer its rights and obligations under the Swap Agreement to any of its other offices, branches or affiliates to avoid the relevant Tax Event.

(h) Liquidity of the Notes

Prior to this offering, there has been no public secondary market for the Notes and there can be no assurance that the issue price of the Notes will correspond to the price at which the Notes will be traded after the initial offering of the Notes. Furthermore, there can be no assurance that active trading in the Notes will commence or continue after the offering. A lack of trading in the Notes could adversely affect the price of the Notes as well as the Noteholders’ ability to sell the Notes.

KBC Bank NV intends to acquire a substantial part of the Notes, which may result in KBC Bank NV holding a participation exceeding 75 per cent of the Principal Amount Outstanding of the Notes. In addition, Affiliated Entities of KBC Bank NV may also subscribe to the Notes. There can however be no assurance that KBC Bank NV or any Affiliated Entity of KBC Bank NV will continue to hold these Notes, without prejudice to the requirements pursuant to Article 405 of the CRR and Article 51 of the AIFM Regulation (as referred to above).

(i) Voting rights

There may be potential conflicts of interest between the interests of KBC Bank NV (or any Affiliated Entity) as holder of part of the Notes and the interests of External Investors.

KBC Bank NV will acquire a substantial part of the Notes, which may result in KBC Bank NV holding a participation exceeding 75 per cent of the Principal Amount Outstanding of the Notes. In addition, Affiliated Entities of KBC Bank NV may also subscribe to the Notes. While KBC Bank NV (or any Affiliated Entity) remains the owner of those Notes, it will be entitled to vote in respect of them, except that with respect to the voting of any Basic Terms Modification, specific quorum- and majority requirements, as set out in Condition 4.12, will apply in order to protect the interest of External Investors.

(j) Average Life of the Notes

The estimates are based on preliminary pool data

The different average life scenarios with respect to the Notes are summarised in the table below:

	Base scenario – no exercise of call (0% CPR)	Base scenario (0% CPR) – exercise of call	scenario + extra 5% CPR – no exercise of call	scenario + extra 5% CPR – exercise of call	scenario + extra 10% CPR – no exercise of call	scenario + extra 10% CPR – exercise of call
WAL years	7.6	4.29	4.66	3.99	3.43	3.15

WAL means Weighted Average Life.

CPR means Constant Prepayment Rate.

The average life of the Notes is subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the above estimates and assumptions will prove in any way to be correct. The average life must therefore be viewed with considerable caution and Noteholders should make their own assessment thereof.

1.8 Reliance on Third Parties

Counterparties to the Issuer may not perform their obligations under the Transaction Documents or may terminate such Transaction Documents in accordance with their terms, which may result in the Issuer not being able to meet its obligations. It should be noted that there is a risk that (a) KBC Bank NV in its capacity as Swap Counterparty, Domiciliary Agent, Listing Agent and Reference Agent, Seller, Subordinated Loan Provider, Servicer and Corporate Services Provider will not perform its obligations under the relevant Transaction Documents, and (b) the Issuer Directors and/or the Shareholder Director will not perform their obligations under the relevant Management Agreements, and (c) Intertrust Administrative Services B.V. as Administrator will not perform its obligations under the Issuer Services Agreement.

Neither the Issuer nor the Domiciliary Agent will have any responsibility for the proper performance by the Securities Settlement System or the Securities Settlement System Participants of their obligations under their respective rules, operating procedures and calculation methods.

1.9 Force Majeure

Belgian law recognises the doctrine of *overmacht / force majeure*, permitting a party to a contractual obligation to be freed from such obligation upon the occurrence of an event which renders impossible the performance of such contractual obligation. There can be no assurance that any of the parties to the Transaction Documents will not be subject to a *overmacht / force majeure* event leading to them being freed from their obligations under the Transaction Documents to which it is a party. This could undermine the ability of the Issuer to meet its obligations under the Notes.

1.10 Payments on the Mortgage Receivables are subject to credit, liquidity and interest rate risks

Payments on the Mortgage Receivables are subject to credit, liquidity and interest rate risks. This may be due to, among other things, market interest rates, general economic conditions, the financial standing of Borrowers and similar factors. Other factors such as loss of earnings, illness, divorce or other similar factors may lead to an increase in delinquencies and bankruptcy filings or filing for a collective debt arrangement by Borrowers and could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Loans. The ultimate effect of this could be to delay or reduce the payments on the Notes or to increase the rate of repayment of the Notes.

1.11 Risks of Losses Associated with Declining Values of Mortgaged Assets – Foreclosure by Third Parties

The security for the Notes created under the Pledge Agreement may be affected by, among other things, a decline in the value of the Mortgaged Assets. No assurance can be given that values of the Mortgaged Assets have remained or will remain at the level at which they were on the date of origination of the related Mortgage Loans. A decline in value may result in losses to the Noteholders if such security is required to be enforced.

In addition, if foreclosure action is taken by a third party creditor against the Borrower prior to the Servicer, the Servicer will not control the foreclosure procedures in relation to the Mortgaged Assets but rather will need to follow the foreclosure actions of the third party having been prior in starting up its proceedings. This will not affect the priority rights in relation to the Mortgaged Assets with respect to the Mortgages created thereon.

1.12 Parallel Debt

Under Belgian law no security interest can be validly created in favour of a party which is not the creditor of the claim which the security interest purports to secure. Consequently, in order to secure the valid creation of the Security Interests in favour of the Security Agent, the Noteholders and the other Secured Parties, the Issuer has in the Parallel Debt Agreement, as a separate and independent obligation, by way of parallel debt, undertaken to pay to the Security Agent amounts equal to the amounts due by it to the Secured Parties. Upon receipt by the Security Agent of any amount in payment of the Parallel Debt, the payment obligations of the Issuer to the Secured Parties shall be reduced by an amount equal to the amount so received.

Any payments in respect of the Parallel Debt and any proceeds received by the Security Agent may in case of an insolvency of the Security Agent not be separated from the Security Agent's other assets so the Secured Parties accept a credit risk on the Security Agent.

In addition, the Security Agent has been (i) designated as representative (*vertegenwoordiger / représentant*) of the Noteholders in accordance with Article 271/12, §1 of the UCITS Act and (ii) as irrevocable agent (*mandataris / mandataire*) of the other Secured Parties. In each case, its powers include the acceptance of the pledges created under the Pledge Agreement and the enforcement of the rights of the Secured Parties.

Based on the above and even though there is no Belgian statutory law or case law in respect of parallel debt or Article 271/12, §1, first to seventh indent of the UCITS Act to confirm this, the Issuer has been advised that such a parallel debt creates a claim of the Security Agent thereunder which can be validly secured by a pledge such as the pledge created by the Pledge Agreement and that, even if that were not the case, the pledges created pursuant to the Pledge Agreement should be valid and enforceable in favour of the Security Agent and the other Secured Parties.

1.13 Enforcement of Security Interests

The Pledge Agreement is governed by Belgian law. Under Belgian law, upon enforcement of the security for the Notes, the Security Agent, in its capacity as pledgee and acting on its own behalf and on behalf of the other Secured Parties, will be permitted to collect any monies payable in respect of the Mortgage Receivables, any moneys payable under the Transaction Documents pledged to it and any monies standing to the credit of the Transaction Accounts and to apply such monies in satisfaction of obligations of the Issuer which are secured by the Pledge Agreement.

The Security Agent will also be permitted to apply to the president of the commercial court (*rechtbank van koophandel / tribunal de commerce*) for authorisation to sell the Pledged Assets. The Security Agent and the other Secured Parties have a first ranking claim over the proceeds of any

such sale. Other than claims under the Mortgage Receivables Purchase Agreement in relation to a material breach of a warranty and a right of action for damages in relation to a breach of the Issuer Services Agreement, the Issuer and the Security Agent will have no recourse to the Seller.

In addition to other methods of enforcement permitted by law, Article 271/12, §2 of the UCITS Act also permits all Noteholders (acting together) to request the president of the commercial court to attribute to them the Pledged Assets in payment of an amount estimated by an expert. In accordance with the terms of the Pledge Agreement, only the Security Agent shall be permitted to exercise these rights.

Any proceeds from any sale of the Pledged Assets will be applied in accordance with the Priority of Payments upon Enforcement. See further *Credit Structure*.

The ability of the Issuer to redeem all the Notes in full (including after the occurrence of an event of default in relation to the Notes) while any of the Mortgage Receivables are still outstanding, may depend upon whether the Mortgage Receivables can be sold, otherwise realised or refinanced so as to obtain an amount sufficient to redeem the Notes. There is not an active and liquid secondary market for residential mortgage loans in Belgium. Therefore, it may be that neither the Issuer nor the Security Agent will be able to sell or refinance the Mortgage Receivables on appropriate terms should either of them be required to do so.

Enforcement of the Security Interests in relation to the Related Security relating to the Mortgage Receivables will occur through the enforcement of the Security Interests in the Mortgage Receivables.

The enforcement rights of creditors are suspended during insolvency proceedings, including bankruptcy proceedings and judicial reorganisation proceedings, as applicable. With respect to bankruptcy proceedings, Secured Parties will be entitled to enforce their security, but only after the filing of the first report of verification of claims submitted in the bankrupt estate has been completed and the liquidator (*curator/curateur*) and the supervising judge have drawn up a record of all liabilities. This normally implies a suspension of enforcement of about two (2) months, but the liquidator may ask the court to suspend individual enforcement for a maximum period of one year from the date of the bankruptcy judgement. There should, however, pursuant to the Collateral Law, be no suspension of enforcement in relation to the pledge over the balances standing to the credit of the Transaction Accounts.

1.14 Insolvency of the Issuer

The Issuer has been incorporated in Belgium under the laws of Belgium as a commercial company and is subject to Belgian insolvency legislation. There can be no legal assurance that the Issuer or any of its Compartments will not be declared insolvent.

However, limitations on the corporate purpose of the Issuer are included in the Articles of Association, so that its activities are limited to the issue of negotiable financial instruments for the purpose of acquiring receivables. Outside the framework of the activities mentioned above, the Issuer is not allowed to hold any assets, enter into any agreements or carry out any other activities. The Issuer may carry out the commercial and financial transactions and may grant security to secure its own obligations or to secure obligations under the Notes or the other Transaction Documents, to the extent only that they are necessary to realise the corporate purposes as described above. The Issuer is not allowed to have employees.

Pursuant to the Pledge Agreement, none of Secured Parties, including the Security Agent, (or any person acting on their behalf) shall until the date falling one year after the latest maturing Note is paid in full, initiate or join any person in initiating any Bankruptcy Event or the appointment of any Bankruptcy Official in relation to the Issuer or any of its Compartments.

1.15 Limited capitalisation of the Issuer

The Issuer is incorporated under Belgian law as a company with limited liability (*naamloze vennootschap / société anonyme*) with a share capital of EUR 69,500 of which EUR 6,950 is allocated to Compartment Home Loan Invest 2016. In addition, the shareholder is a Dutch company with limited liability (*besloten vennootschap*) which has been capitalised for the purpose of its shareholding in the Issuer. There is no assurance that the shareholder will be in a position to recapitalise the Issuer, if the Issuer's share capital falls below the minimum legal share capital.

The Secured Parties will have no recourse to the Issuer's issued and paid-up capital.

1.16 Preferred Creditors

Belgian law provides that certain preferred rights (*voorrechten / privilèges*) may rank ahead of a mortgage or other security interest. These liens include the lien for legal costs incurred in the interest of all creditors, or the lien for the maintenance or conservation of an asset.

In addition, if a debtor being a merchant (*koopman / commerçant*) is declared bankrupt while or after being subject to a reorganisation with creditors (*gerechtelijke reorganisatie / reorganisation judiciaire*), then any new debts incurred during the reorganisation procedure may be regarded as being debts incurred by the bankrupt estate ranking ahead of debts incurred prior to the reorganisation procedure. These debts may rank ahead of debts secured by a security interest. Similarly, debts incurred by the liquidator of a debtor after such debtor's declaration of bankruptcy may rank ahead of debts secured by a security interest if the incurring of such debts were beneficial to the secured creditors.

In addition, pursuant to the Conditions, the claims of certain creditors will rank senior to the claims of the Noteholders by virtue of the relevant priority of payment referred to therein. See further *Credit Structure*.

1.17 Commingling Risk

The Issuer's liability to make payments in respect of the Notes and to pay its operating and administrative expenses depends on funds being received from the Borrowers by the Seller and such funds subsequently being swept by the Seller or the Servicer on its behalf to the Issuer's Collection Account. The Seller may also collect other funds in the same account on which the payments by the Borrower under the Mortgage Receivables are made, and to this extent there may be a risk of commingling of proprietary funds of the Seller and the Issuer. In case of an insolvency of the Seller, the recourse the Issuer would have against the Seller would be an unsecured claim against the insolvent estate of the Seller for collection money received by the Seller from the Borrower in connection with the Mortgage Receivables at such time.

This commingling risk is mitigated by the fact that the amounts received by the Seller in respect of the Mortgage Receivables will be swept on a daily basis by the Seller or the Servicer on its behalf to the Issuer Collection Account. Furthermore, upon the occurrence of a Risk Mitigation Deposit Trigger Event, an amount corresponding to the Risk Mitigation Deposit Required Amount shall have to be credited to the Deposit Account which can be used for the purpose of indemnifying the Issuer against commingling risk (see further *Mortgage Receivables Purchase Agreement – 8. Risk Mitigation Deposit*).

A commingling risk also exists by reason of the fact that the Seller also acts as Account Bank. This commingling risk is mitigated by the fact that if at any time the Account Bank is assigned a rating of less than the Required Minimum Ratings or its rating is withdrawn, the Issuer will be required within thirty (30) calendar days to transfer the balance of the relevant Transaction Accounts to an

alternative bank with the Required Minimum Rating or to obtain a third party, acceptable to the Rating Agency, to guarantee the obligations of the Account Bank. See further *Credit Structure*.

1.18 Ratings of the Notes

The ratings of the Notes addresses the assessment made by the Rating Agencies of the likelihood of full and timely payment of interest and ultimate payment of principal on or before the Final Maturity Date.

The rating expected to be assigned to the Notes by the Rating Agencies is based on the value and cash flow generating ability of the Mortgage Loans and other relevant structural features of the Transaction, including, *inter alia*, the short-term and long-term IDR of the other parties involved in the transaction and reflect only the views of the Rating Agency.

There is no assurance and the Issuer can give no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Rating Agencies as a result of changes in or unavailability of information or if, in the Rating Agency's judgement, circumstances so warrant. Any rating agency other than the Rating Agencies could seek to rate the Notes and if such unsolicited ratings are lower than the comparable rating assigned to the Notes by the Rating Agencies, such unsolicited ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt, any references to "ratings" or "rating" in this Prospectus are to ratings assigned by the Rating Agencies only. Future events and/or circumstances relating to the Mortgage Receivables and/or the Belgian residential mortgage market, in general could have an adverse effect on the rating of the Notes.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if in its judgment, the circumstances (including a reduction in the credit rating of the Account Bank or the Swap Counterparty) in the future so require.

1.19 The Security Agent may agree to modifications without the Noteholders' prior consent

Pursuant to the terms of the Pledge Agreement, the Security Agent may without the consent of the Noteholders and the other Secured Parties authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any covenants or provisions contained in or arising pursuant to the Notes or any of the Transaction Documents, but only in so far as in its opinion the interest of the Noteholders will not be materially prejudiced thereby. Any such authorisation or waiver will be binding on the Noteholders and the other Secured Parties.

Furthermore, the Security Agent may without the consent of the Noteholders and the other Secured Parties at any time and from time to time, concur with the Issuer or any other person in making any modification:

- (a) to the Transaction Documents which in the opinion of the Security Agent is of a formal, minor, or technical nature or is to correct a manifest error or to comply with the mandatory provisions of Belgian law; or
- (b) to the Transaction Documents which in the opinion of the Security Agent is not materially prejudicial to the interests of the Noteholders, provided that the then current ratings of the Notes will not be adversely affected by any such modification (it being understood that the fact that the then current rating of the Notes will not be adversely affected does not address whether such modification is in the best interest of, or prejudicial to, some or all of the Noteholders),

it being understood that any modification of a Transaction Document must be approved by each party thereto. Any such modification shall be binding on the Noteholders and the other Secured Parties.

1.20 No Gross-up for Taxes

As provided in Condition 4.8, if withholding of, or deduction for, or an account of any present or future taxes, duties or charges of whatsoever nature are imposed by or on behalf of the Kingdom of Belgium or any other jurisdiction or any political subdivision or any authority therein or thereof having power to tax, the Issuer, the Securities Settlement System Operator or the Domiciliary Agent (as applicable) will make the required withholding or deduction of such taxes, duties or charges for the account of the Noteholders, as the case may be, and shall not be obliged to pay any additional amounts to the Noteholders.

2. RISK FACTORS – MORTGAGE LOANS

2.1 Transfer of Legal Title to Mortgage Receivables and Pledge

(a) General

Pursuant to the Mortgage Receivables Purchase Agreement, the Seller will agree to transfer to the Issuer the full economic benefit of, and the legal title to, the Mortgage Receivables and all Related Security. The sale of the Mortgage Receivables will be a true sale to the effect that, upon an insolvency or bankruptcy of the Seller, the Mortgage Receivables will not form part of the Seller's insolvent estate or be subject to the claims by the Seller's liquidator or creditors, except as set out below.

The sale will have the following characteristics:

- (i) the Issuer will have no recourse to the Seller except in case of a breach of the representations and warranties given in the Mortgage Receivables Purchase Agreement;
- (ii) the sale will be for the Outstanding Principal Amount under the Mortgage Receivables; and
- (iii) the Seller may be required to repurchase Mortgage Receivables in relation to which there is a breach of warranty at the time of the transfer of the Mortgage Receivable or upon a Non-Permitted Variation or if, upon conversion of a Mortgage Mandate, such Mortgage Mandate is not converted in accordance with the terms and conditions of the Mortgage Receivables Purchase Agreement.

See further *Mortgage Receivables Purchase Agreement*.

The enforceability of a transfer or pledge of mortgage receivables towards third parties, including the creditors of the Seller, is subject to Article 5 of the Belgian Act of 16 December 1851, as amended on mortgages (the "**Mortgage Act**") which prescribes a notary deed and an inscription of the transfer or pledge in the local Mortgage Register. Articles 81ter and following of the Mortgage Act however grants several exemptions from Article 5 of the Mortgage Act:

- (i) first of all, a transfer or pledge of mortgage receivables by or to an institution that at the time of transfer or pledge qualifies as a Belgian credit institution falling under the Credit Institutions Supervision Act, such as the Seller, is enforceable against third parties (*tegenwerpelijk aan derden / opposable aux tiers*) without inscription;
- (ii) furthermore, a transfer or pledge by or to an institution that at the time of transfer or pledge qualifies as a Mobilisation Vehicle benefits from the exemption and is enforceable against

third parties (*tegenwerpeijk aan derden / opposable aux tiers*) without marginal notation. An institution that is registered on the list of institutional undertakings for the collective investment in receivables held by the Belgian Federal Public Service Finance in accordance with the provisions of the UCITS Act, qualifies as a Mobilisation Vehicle as set out in the Mobilisation Act. The Issuer was registered as an Institutional VBS/SIC with the Belgian Federal Public Service Finance on 31 March 2016. Such registration cannot be considered as a judgment as to the opportunity or the quality of the Transaction, nor on the situation of the Issuer or its Compartment Home Loan Invest 2016 and therefore would be eligible for such transfer.

(b) No notification or acknowledgment of the sale and pledge

Article 1690 of the Belgian Civil Code will apply to the transfer of the Mortgage Receivables. Between the Seller and the Issuer, as well as against third parties (other than the Borrowers), the Mortgage Receivables are transferred on the Closing Date without the need for the Borrowers' involvement.

The sale of the Mortgage Receivables to the Issuer (as well as the pledge of the Mortgage Receivables to the Noteholders and the other Secured Parties) will not be notified to or acknowledged by the Borrowers nor to or by the Insurance Companies or third party providers of additional collateral until the occurrence of a Notification Event.

Until such notice to or acknowledgment by the Borrowers, the Insurance Companies and third party providers of collateral is given:

- (i) the liabilities of the Borrowers under the Mortgage Receivables (and the liabilities of the Insurance Companies or, as the case may be, the third party providers of additional collateral) will be validly discharged by payment to the Seller. The Seller, having transferred all rights, title, interest and the benefit in and to the Mortgage Receivables to the Issuer, will however, be the agent of the Issuer (for so long as it remains Servicer under the Issuer Services Agreement) for the purposes of the collection of monies relating to the Mortgage Receivables and will be accountable to the Issuer accordingly.

The failure to give notice or obtain acknowledgment of the transfer also means that the Seller can agree with the Borrowers, the Insurance Companies or the other collateral providers to vary the terms and conditions of the Mortgage Loans, the Related Security or the Insurance Policies or the other collateral and that the Seller in such capacity may waive any rights under the Mortgage Loans and the Related Security. The Seller, as Servicer, will, however, undertake for the benefit of the Issuer that it will not vary, or waive any rights under any of the Mortgage Loans, the Related Security or the Insurance Policies other than in accordance with the relevant Transaction Documents;

- (ii) if the Seller were to transfer or pledge the same Mortgage Receivables, Insurance Policies or other collateral to a party other than the Issuer either before or after the Closing Date (or if the Issuer were to transfer or pledge the same to a party other than the Security Agent) the assignee who first notifies or obtains acknowledgment from the Borrowers or, as the case may be, the Insurance Companies or, as the case may be, the other collateral providers and acts in good faith would have the first claim to the relevant Mortgage Receivable, Insurance Policies or the additional collateral. The Seller will, however, represent to the Issuer and the Security Agent that it has not made any such transfer or pledge on or prior to the Closing Date, and it will undertake to the Issuer and the Security Agent that it will not make any such transfer or pledge after the Closing Date, and the Issuer will make a similar undertaking to the Security Agent;

- (iii) payments made by Borrowers, Insurance Companies or other collateral providers to creditors of the Seller will validly discharge their respective obligations under the Mortgage Receivables, the Insurance Policies or the additional collateral provided the Borrowers or, as the case may be, the Insurance Companies or, as the case may be, the other collateral providers and such creditors act in good faith. However, the Seller will undertake:
 - (A) to notify the Issuer of any attachment (*bewarend beslag / saisie conservatoire* or *uitvoerend beslag / saisie exécutoire*) by its creditors of any Mortgage Receivables, Insurance Policies or other collateral which may lead to such payments;
 - (B) not to give any instructions to the Borrowers, Insurance Companies or other collateral providers to make any such payments; and
 - (C) to indemnify the Issuer and the Security Agent against any reduction in the obligations to the Issuer of the Borrowers, Insurance Companies or other collateral providers due to payments to creditors of the Seller;
- (iv) Borrowers, Insurance Companies or other collateral providers may raise against the Issuer (or the Security Agent) all rights and defences, including rights of set-off, which existed against the Seller prior to notification of the transfer or pledge. Under the Mortgage Receivables Purchase Agreement, the Seller will represent and warrant in relation to each Mortgage Receivable and Related Security, that no such rights and defences have arisen in favour of the Borrower, Insurance Company or other collateral provider up to the Closing Date. If a Borrower, Insurance Company or other collateral provider subsequently fails to pay in full any of the amounts which the Issuer is expecting to receive, claiming that such a right or defence has arisen in its favour against the Issuer, the Seller will indemnify the Issuer and the Security Agent for the amount by which the amounts due under the relevant Mortgage Receivable, Insurance Policy or other collateral are reduced (whether or not the Seller was aware of the circumstances giving rise to the Borrowers, Insurance Company's or other collateral provider's claim at the time it gave the warranty described above).

The Mortgage Receivables Purchase Agreement provides that upon the occurrence of a Notification Event (as set out in the Mortgage Receivables Purchase Agreement), the Seller shall (i) notify the relevant Borrowers and any other relevant parties indicated by the Issuer or the Security Agent, including Insurance Companies or other collateral providers, of the assignment of the Mortgage Receivables and the Related Security to the Issuer and (ii) instruct the relevant Borrowers of the Mortgage Loans and any other relevant parties indicated by the Issuer and/or the Security Agent, including the Insurance Companies or other third party providers of additional collateral to pay any amounts due directly to the Issuer Collection Account or, at its option, the Issuer will be entitled to make such notification or give such instruction itself or on behalf of the Seller, except in certain limited circumstances. See further *Mortgage Receivables Purchase Agreement*. A similar principle is included in the Pledge Agreement with respect to the Security Interests in the Mortgage Receivables.

2.2 Mortgages

The Mortgage Receivables arise from Mortgage Loans that are secured by a mortgage which is used to also secure all other amounts which the Borrower owes or in the future may owe to the Seller, a so-called all sums mortgage(s) (*alle sommen hypotheek / hypothèque pour toutes sommes*) (“**All Sums Mortgage**”), or by several All Sums Mortgages. Part of the Mortgage Receivables relate to facilities which have the form of a revolving facility (*kredietopening / ouverture de crédit*). The mortgage that is granted as security for this type of loans is used to secure all advances (*voorschotten / avances*) made available under such revolving facility.

Pursuant to Articles 81*quater* and 81*quinquies* of the Mortgage Act, a receivable secured by an All Sums Mortgage which is transferred to a VBS/SIC, such as the Issuer, shall rank in priority to any

receivable which arises after the date of the transfer and which is also secured by the same All Sums Mortgage. However, whereas the transferred receivable ranks in priority to further receivables, it will have equal ranking with receivables which existed at the time of the transfer and which were secured by the same All Sums Mortgage, unless contractually agreed otherwise.

Pursuant to Article 81^{quater} of the Mortgage Act, advances granted under a revolving facility secured by a mortgage can be transferred to a VBS/SIC, such as the Issuer. The advance will benefit from the privileges and mortgages securing the revolving facility. The transferred advance will rank in priority to further advances that are granted after the date of transfer. However, a transferred advance will have equal ranking with other advances which existed at the time of the transfer and which were secured by the same Mortgage, unless contractually agreed otherwise.

The Mortgage Receivables Purchase Agreement subordinates all Seller Loans to the Mortgage Receivables in relation to all sums received out of the enforcement of the Mortgages that secure both such Seller Loans and the Mortgage Receivables, whether such Mortgages were created prior to the sale of the relevant Mortgage Receivables or as a result of the conversion of a Mortgage Mandate pertaining to the relevant Mortgage Receivables following such sale. Pursuant to Article 81^{quater}, §2, al. 3 and Article 81^{quinquies} al. 2 of the Mortgage Act, such subordination is enforceable against third parties including third party creditors of the Seller. The subordination may however not prejudice the rights of any third parties in respect of a Mortgage acquired prior to the date of transfer of the relevant Mortgage Receivable.

2.3 Mortgage Mandates

Certain Mortgage Receivables are only partly secured by a Mortgage. Where a Mortgage Receivable is only partly secured by a Mortgage, the Borrower of the relevant Mortgage Receivable or a third party collateral provider may have granted a Mortgage Mandate. A Mortgage Mandate does not constitute an actual security interest which creates a priority right of payment out of the proceeds of a sale of the Mortgaged Assets, but would first need to be converted into a mortgage. The Mortgage Mandate is an irrevocable power of attorney granted by a Borrower or a third party collateral provider to certain attorneys enabling them to create a mortgage as security for the Mortgage Loan, or, as the case may be, for other existing or future loans or all other sums owed by the Borrower to the Seller at any stage. A mortgage will only become enforceable against third parties upon registration of the mortgage at the Mortgage Register. The ranking of the mortgage is based on the date of registration. The Mortgage that is recorded first at the Mortgage Register will rank first. Mortgages recorded on the same day will rank *pari passu*. The registration is dated the day on which the mortgage deed pertaining to the creation of the mortgage and the “registration extracts” (*borderellen / bordereaux*) are registered at the Mortgage Register. When a Mortgage Mandate is transformed into a Mortgage, registration duties and other costs will be payable, which, in the absence of payment by the Borrower, will have to be advanced by the Servicer and recovered from the Borrower. The following limitations, amongst others, exist in relation to the conversion of Mortgage Mandates:

- (a) the Borrower or the third party collateral provider that has granted a Mortgage Mandate, may grant a mortgage to a third party that will rank ahead of the Mortgage to be created pursuant to the conversion of the Mortgage Mandate, although this would generally constitute a contractual breach of the Standard Loan Documentation;
- (b) if a conservatory or an executory attachment of the real property covered by the Mortgage Mandate has been filed by a third party creditor of the Borrower or, as the case may be, of the third party collateral provider, a Mortgage registered pursuant to the exercise of the Mortgage Mandate after the writ of attachment has been recorded at the Mortgage Register, will not be enforceable against the creditor who filed the attachment;

- (c) if the Borrower or the third party collateral provider is a merchant or commercial entity:
 - (i) the Mortgage Mandate can no longer be converted following the bankruptcy of the Borrower or, as the case may be, the third party collateral provider and any Mortgage registered at the Mortgage Register after the bankruptcy judgement is void; and
 - (ii) a Mortgage registered at the Mortgage Register pursuant to the exercise of a Mortgage Mandate during the pre-bankruptcy investigation period (i.e. after the date of cessation of payments that may be fixed by the court) for a pre-existing loan will not be enforceable against the bankrupt estate. Under certain circumstances, the clawback rules are not limited in time, for example where a Mortgage has been granted pursuant to a Mortgage Mandate and in order to “fraudulently prejudice” creditors; and
 - (iii) mortgages registered after the day of cessation of payments of debt can be declared void by the bankruptcy court, if the registration was made more than fifteen (15) days after the creation of the mortgage; and
 - (iv) the effect of a judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*) of a Borrower or of a third party collateral provider on the Mortgage Mandate is uncertain.
- (d) if the Borrower or the third party collateral provider, as the case may be, is a private person and started collective debt settlement proceedings, a Mortgage registered at the Mortgage Register after the Judge has declared the request admissible, is not enforceable against the other creditors of the Borrower or of the third party collateral provider;
- (e) besides the possibility that the Borrower or the third party collateral provider may grant a Mortgage to another lender discussed above, the Mortgage to be created pursuant to a Mortgage Mandate may also rank behind certain statutory mortgages (such as e.g. the statutory mortgage of the tax and the social security authorities) to the extent these mortgages are registered before the exercise of the Mortgage Mandate. In this respect, it should be noted that the notary involved in preparing the mortgage deed will need to notify the tax administration, and, as the case may be, the social security administration before finalising the mortgage deed pertaining to the creation of the mortgage.
- (f) if the Borrower or the third party collateral provider, as the case may be, is a private person, certain limitations apply to the conversion of the Mortgage Mandate into a Mortgage if the Borrower or third party collateral provider dies before the conversion; certain limitations also apply in case of a dissolution of the Borrower or third party collateral provider that is a legal person.

In accordance with article 81 sexies of the Mortgage Act, any Mortgage Mandate allows by operation of law (and unless explicitness provided otherwise in the terms of the Mortgage Mandate) for the mandate to be used to create a Mortgage in favour of the successors (*rechthebbenden / ayants droits*) and assignees (*rechtsopvolger ten bijzondere title/ayant droit à titre particulier*) of the Seller, such as the Issuer. Based on the same article, in case of a transfer of Mortgage Receivables secured by a Mortgage Mandate, the Issuer acquires all rights of the Seller in respect of such Mortgage Mandate and is entitled to exercise all rights under the Mortgage Mandate against the Seller and the attorney(s).

In the same way as the Mortgages, the Mortgage Mandates used by the Seller do not only secure a specific loan or advance, but also the revolving credit facility (if any) and in most cases, all other amounts which the Borrower owes or in the future may owe to the Seller. In respect of any such All

Sums Mortgage or Mortgage securing the revolving credit facility created on the basis of a Mortgage Mandate, the Mortgage Act provides for ranking provisions that are similar to those for All Sums Mortgages or Mortgages securing a revolving credit facility: i.e. in respect of the converted Mortgage, (a) the advance transferred to the Issuer ranks in priority to any other advances made under the relevant facility or other debts arising after the date of the transfer (regardless of whether the conversion of Mortgage Mandate into the Mortgage occurred prior to or after the date of transfer); and (b) unless otherwise agreed, the transferred advance will have equal ranking with other advances and debts which existed at the time of the transfer and which were secured by the same mortgage.

The Mortgage Receivables Purchase Agreement will provide that:

- (a) if the Mortgage Receivable to which a Mortgage Mandate relates is secured by a Mortgage for an aggregate secured amount of at least 100 % of the Outstanding Principal Amount of the Mortgage Receivable, plus 10 per cent of such amount in accessories (*toebehoren / accessoires*) plus three years of interest, such Mortgage Mandate may be exercised in order to create a mortgage in favour of the Seller only; and
- (b) if the Mortgage Receivable to which a Mortgage Mandate relates is secured by a Mortgage for an aggregate secured amount that is lower than 100 % of the Outstanding Principal Amount of the Mortgage Receivable, plus 10 % of such amount in accessories (*toebehoren / accessoires*) plus three years of interest, such Mortgage Mandate may only be exercised in order to create a Mortgage in accordance with the following principles:
 - (i) it will be created for the benefit and in the name of the Seller and the Issuer;
 - (ii) it will secure all existing and future debts and obligations which the Borrower owes or may owe to the Seller or to the Issuer;
 - (iii) so that all other secured debts will be contractually subordinated to the Mortgage Receivable owing to the Issuer.

If it would appear that a Mortgage Mandate with respect to a Mortgage Receivable has been converted in breach of paragraph (ii) above, the Issuer will have the right (exercisable upon its own initiative or at the direction of the Security Agent) to require the Seller to repurchase such Mortgage Receivable.

The representations and warranties of the Mortgage Receivables Purchase Agreement provide that (i) in respect of a Mortgage Mandate, the Seller and the Borrower or the third party granting the Mortgage Mandate did not agree to limit the power of the attorney to create a Mortgage in favour an assignee of the Seller such as the Issuer; and (ii) each attorney appointed under a Mortgage Mandate and as long as such attorney, if a legal person exists or, if a private person, is alive, has the power under the Mortgage Mandate to create a mortgage in favour of the Issuer and the Seller.

If it would appear in relation to a Mortgage Mandate that no attorney has or had the power to create a mortgage in favour of the Issuer, this will trigger a repurchase obligation by the Seller in relation to this Mortgage Receivable.

2.4 Assignment of salary

The assignment by a Borrower (who is an employee) of his/her salary is governed by special legislation (Articles 27 to 35 of the Belgian Act of 12 April 1965 on the protection of the salary of employees (the “**Salary Protection Act**”)).

The Salary Protection Act provides for specific formalities for a valid assignment of salary, but is silent on eventual specific requirements in relation to the assignment of a Loan that is secured by such assignment of salary.

In the absence of reported precedents, it is not absolutely certain to which extent the Seller can validly transfer the benefit of such assignment to the Issuer. Therefore, there is the risk that the Issuer may not have the benefit of such arrangement in case of insolvency of the Seller, which may adversely affect the ability of the Issuer to meet its obligations in full to pay interest and principal in respect of the Notes.

Moreover:

- (a) the Borrower may have assigned his salary as security for debts other than the Mortgage Loans; the assignee who first starts actual enforcement of the assignment against the Borrower would have priority over the other assignees; and
- (b) there are arguments that a transfer of salary in a notarised deed still requires a bailiff notification to be enforceable against third parties.

2.5 Set-Off and non-performance

(a) Set-off following the sale of the Mortgage Receivables

The sale of the Mortgage Receivables to the Issuer and the pledge of the Mortgage Receivables to the Secured Parties, including the Security Agent on behalf of the Noteholders and the other Secured Parties, will not be notified to the Borrowers or to the Insurance Companies nor to third party providers of a Loan Security, except in certain circumstances. Set-off rights may therefore continue to arise in respect of cross-claims between a Borrower (or third party provider of collateral) and the Seller, as soon as such cross-claims exist and are fungible, liquid (*vaststaand / liquid*) and payable (*opeisbaar / exigible*), potentially reducing amounts receivable by the assignee and the beneficiaries of the Pledge. In such case this could limit the amounts received by the Issuer, which could in its turn prevent the Issuer from fulfilling its payment obligations under the Transaction, to the extent the Seller would be declared bankrupt or would no longer be able to indemnify the Issuer.

To mitigate this risk under the Mortgage Receivables Purchase Agreement and the Issuer Services Agreement the Seller will agree to indemnify the Issuer if a Borrower or provider of Loan Security, claims a right to set-off against the Issuer. The rights to payment of such indemnity will be pledged in favour of the Secured Parties.

In addition, the provisions of the Mobilisation Act have now further reduced the risk that amounts receivable under the Mortgage Receivables and the Loan Security are reduced on the basis of set-off rights. The Issuer (and the Secured Parties) will no longer be subject to set-off risk: (a) following notification of the assignment of the Mortgage Receivables (and/or the Loan Security) to the assigned debtors (or acknowledgement thereof by the assigned debtors), to the extent the conditions for set-off are only satisfied after such notification (or acknowledgment); and (b) regardless of any notification or acknowledgement of the assignment, following the start of insolvency proceedings or the occurrence of a situation of concurrence of creditors (*samenloop / concours*) in relation to the Seller, to the extent the conditions for set-off are only satisfied following or as a result of such insolvency proceedings or concurrence of creditors.

(b) Defence of non-performance

Under Belgian law a debtor may, in certain circumstances in case of default of its creditor invoke the defence of non-performance, pursuant to which it would be entitled to suspend payment under its obligations until its creditor has duly discharged its obligations due and payable to the debtor. In

such case this defence could limit the amounts received by the Issuer, which could in its turn prevent the Issuer from fulfilling its payment obligations under the Transaction, to the extent the Seller would be declared bankrupt or would no longer be able to indemnify the Issuer. The exception of non-performance is subject to various conditions, the most important ones being: (a) the debt in respect of which payment is suspended must be due and must be conditional upon payment of a debt owed by the other party; (b) the other party must have defaulted on its debt, in a material way; (c) the amount/value involved in the suspension must be in proportion to the amount/value of the default; (d) finally, there must be a close interrelationship between the two debts, typically such close interrelationship is accepted to exist where both debts arise under the same contract or otherwise are so closely interrelated that they are a part of a single transaction. If all such conditions are met, the defence of non-performance may be invoked by a debtor in respect of a Loan.

However, pursuant to the Mobilisation Act, the assigned debtor cannot invoke the defence of non-performance (a) following notification of the assignment of the Mortgage Receivable (and/or the Loan Security) to the assigned debtors (or acknowledgement thereof by the assigned debtor), to the extent the conditions for defence of non-performance are only satisfied after such notification (or acknowledgment); and (b) regardless of any notification or acknowledgment of the assignment, following the start of insolvency proceedings or the occurrence of a situation of concurrence of creditors (*samenloop/concours*) in relation to the Seller, to the extent the conditions for defence of non-performance are only satisfied following or as a result of such insolvency proceedings or concurrence of creditors.

2.6 Insurance Policies

The Issuer as mortgagee enjoys statutory protection under Article 10 of the Mortgage Law and Article 112 of the Insurance Act of 4 April 2014 on insurances (*Wet betreffende de verzekeringen / Loi relative aux assurances*) (the “**Insurance Act**”) pursuant to which any indemnity which third parties (including Insurance Companies) owe for the reason of the destruction of or damage to the mortgaged property will be allocated to the mortgagee-creditors to the extent these indemnities are not used for the reconstruction of the mortgaged property.

Article 112, §2 of the Insurance Act, however, provides that the Insurance Company can pay out the indemnity to the insured in case the holder of an unpublished/undisclosed security over the property does not oppose this by prior notification. As the assignment of the Loan and the Mortgage to the Issuer will not be noted in the margin of the mortgage register, the question arises to what extent the lack of disclosure of the assignment could prejudice the Issuer’s rights to the insurance proceeds. Although there are no useful precedents, the assignment should not prejudice the Issuer’s position because (i) the Mortgage will remain validly registered notwithstanding the assignment and (ii) the Issuer would be the assignee and successor of the Seller. Whether the Insurance Company needs to pay to the Seller or to the Issuer would not be of any interest to the Insurance Company.

A notification issue also arises in connection with Article 120, §1 of the Insurance Act which provides that the Insurance Company cannot invoke any defences which derive from facts arising after the accident has occurred (for instance a late filing of a claim) against mortgagee-creditors the mortgages of whom are known to the insurance company. Again, for the same reasons set out above, the Insurance Company should not have a valid interest in disputing the rights of the Issuer.

Pursuant to Article 120, §2 of the Insurance Act:

- (a) the Insurance Company can invoke the suspension, reduction or termination of the insurance coverage only after having given the Seller one (1) month prior notice; and
- (b) if the suspension or termination of the insurance coverage is due to the non-payment of premiums, the Seller has the right to pay the premiums within the one-month notice period and thus avoid the suspension or termination of the insurance coverage.

“**Insurance Company**” means any insurance company granting an Insurance Policy (in respect of a Mortgage Receivable);

“**Insurance Policy/ies**” means any and all hazard insurance(s), fire insurance(s) or debt insurance(s)(*schuldsaldoverzekering/assurance solde restant dû*) (in respect of a Borrower or a Mortgaged Property).

2.7 Enforcement of Loan Security

The sale proceeds of the sale of the Loan Security may not entirely cover the outstanding amount under such Mortgage Receivable. Subject to the availability of credit enhancement, there is a risk that a shortfall will affect the Issuer’s ability to make the payments due to the Noteholders. Moreover, if action is taken by a third party creditor against a Borrower prior to KBC Bank NV acting as Servicer following the sale of the Mortgage Receivables to the Issuer, the Seller will not control the foreclosure proceedings but rather will become subject to any prior foreclosure proceedings initiated by a third party creditor prior to the institution of foreclosure proceedings by KBC Bank NV.

In addition, certain Mortgage Receivables may not be 100 per cent. covered by a mortgage, as set out in the Eligibility Criteria.

2.8 Data Protection

The transfer of Mortgage Receivables by the Seller to the Issuer in connection with the Transaction constitutes a processing of personal data under the Belgian Act of 8 December 1992 on the protection of privacy (the “**Belgian Privacy Act**”).

The Belgian Privacy Act permits the processing of personal data under several permissibility grounds, including (a) the prior consent of the data subject, (b) the necessity to process the personal data in order to execute an agreement to which a data subject is a party, and (c) the necessity to process the personal data for legitimate interests of the controller of the processing (insofar as these interests are not outweighed by the legitimate interests of the data subject). The Issuer has been advised that a view could be taken that the transfer of the Mortgage Receivables by the Seller to the Issuer is permitted based on the latter two grounds, so that the prior consent of the Borrowers must not be obtained.

Non-compliance with these regulations may expose the Issuer to legal sanctions and penalties which could have a negative impact on its capacity to (re)pay the Notes.

3. RISK FACTORS – PORTFOLIO INFORMATION

3.1 No Searches and Investigations

None of the Issuer or the Security Agent have made or caused to be made nor will any of them make or cause to be made, any enquiries, investigations or searches to verify the details of the Mortgage Receivables or the Related Security, or to establish the creditworthiness of any Borrower, or any other enquiries, investigations or searches which a prudent purchaser of the Mortgage Receivables would ordinarily make, and each will rely instead on the representations and warranties given by the Seller in the Mortgage Receivables Purchase Agreement. These representations and warranties will be given in relation to the Mortgage Receivables and all rights related thereto.

If there is an unremedied material breach of any representation and warranty in relation to any Mortgage Receivable and Related Security relating thereto and, to the extent the breach can be remedied, the Seller has not remedied the breach within thirty (30) calendar days of receipt of notice therefrom from the Issuer, the Issuer will have the right (exercisable upon its own initiative or at the

direction of the Security Agent) to require the Seller to repurchase such Mortgage Receivables and the Related Security, for an aggregate amount equal to the then Outstanding Principal Amount of the repurchased Mortgage Receivable plus accrued interest thereon and costs up to (but excluding) the date of completion of the repurchase. The Issuer and the Security Agent will have no other remedy in respect of such breach if the Seller fails to effect such repurchase in accordance with the Mortgage Receivables Purchase Agreement. This may affect the quality of the Mortgage Receivables and the Related Security and accordingly the ability of the Issuer to make payments on the Notes.

3.2 Historical Information

The historical, financial and other information set out under *Summary of the Provisional Portfolio* represents the historical performance of the Mortgage Receivables. There can be no assurance that the future performance of the Mortgage Receivables will be similar to the historical performance of the Mortgage Receivables set out in this Prospectus.

The historical and other information set out under *The Belgian Residential Mortgage Market* is historical information, and therefore the description of the Belgian mortgage market may not constitute a comprehensive and up-to-date description. There can be no assurance of future similar developments of the Belgian mortgage market.

3.3 Limited Provision of Information

Except if required by law, the Issuer will not be under any obligation to disclose to the Noteholders any financial information in relation to the Mortgage Receivables. The Issuer will have no obligation to keep any Noteholder or any other person informed as to matters arising in relation to the Mortgage Receivables, except for the information provided in the monthly investor report (the “**Investor Report**”) produced by the Administrator in relation to the Notes, which will be made available to, among others, the Issuer, the Security Agent and the Domiciliary Agent, on or about each Monthly Payment Date.

4. RISK FACTORS – GENERAL

4.1 Factors which might affect an investor’s ability to make an informed assessment of the risk associated with Notes

Investors in the Notes must be able to make an informed assessment of the Notes, based upon full knowledge and understanding of the facts and risks. Investors must determine the suitability of that investment in light of their own circumstances. The following factors might affect an investor’s ability to appreciate the risk factors outlined below, placing such investor at a greater risk of receiving a lesser return on his investment:

- (a) if such an investor does not have sufficient knowledge and experience to make a meaningful evaluation of the Notes and the merits of investing in the Notes in light of the risk factors outlined below;
- (b) if such an investor does not have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of his particular financial situation, the significance of these risk factors and the impact the Notes will have on his overall investment portfolio;
- (c) if such an investor does not have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the investor’s currency;
- (d) if such an investor does not understand thoroughly the terms of the Notes and is not familiar with the behaviour of any relevant indices in the financial markets (including the risks

associated thereof) as such investor is more vulnerable from any fluctuations in the financial markets generally; and

- (e) if such an investor is not able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect his investment and his ability to bear the applicable risks.

4.2 Global Credit Market Conditions

Holders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Notes. The Issuer cannot predict when these circumstances will change and if and when they do whether conditions of general market illiquidity for the Notes and instruments similar to the Notes will return in the future.

4.3 Notes in dematerialised form

The Notes will be issued in the form of dematerialised notes under the Company Code and will be represented exclusively by book entries in the records of the Securities Settlement System.

Access to the Securities Settlement System is available through its Securities Settlement System Participants whose membership extends to securities such as the Notes (the “**Securities Settlement System Participants**”). Securities Settlement System Participants include certain Belgian banks, stock brokers (*beursvennootschappen / sociétés de bourse*), Clearstream and Euroclear Bank.

Transfers of interests in the Notes will be effected between the Securities Settlement System Participants in accordance with the rules and operating procedures of the Securities Settlement System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the Securities Settlement System Participants through which they hold their Notes.

The Issuer and the Domiciliary Agent will not have any responsibility for the proper performance by the Securities Settlement System or its Securities Settlement System Participants of their obligations under their respective rules and operating procedures.

Investors will only be able to hold the Notes through an X-account through a Securities Settlement System Participant, including Euroclear or Clearstream. The Investors will therefore need to confirm their status as Eligible Investor (as defined in Article 4 of the *Koninklijk Besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing / Arrêté Royal du 26 mai 1994 sur la retenue et bonification du précompte mobilier* (“**Royal Decree of 26 May 1994 on the deduction and indemnification of withholding tax**”)) in the account agreement to be entered into with a Securities Settlement System Participant, including Euroclear or Clearstream.

4.4 Change in Law and Tax

The structure of the Transaction and, among other things, the issue of the Notes and the ratings assigned to the Notes are based on law, tax rules, regulations, guidelines, rates and procedures, and administrative practice in effect at the date of this document. No assurance can be given that there will be no change to such law, tax rules, rates, procedures or administrative practice after the date of this Prospectus which change might have an adverse impact on the Notes and the expected payments of interest and repayment of principal in respect of the Notes.

4.5 Risks relating to FATCA withholding

In certain very exceptional circumstances the Issuer and certain other entities through which payments on the Notes are made might be required to withhold U.S. tax at a rate of 30% on a portion of interest payments made after 31 December 2016 in respect of Notes that would be treated as debt for U.S. federal tax purposes, pursuant to sections 1471 through 1474 of the U.S. Internal Revenue Code and the regulations and other guidance promulgated thereunder (“**FATCA**”).

Under FATCA, non-U.S. financial institutions generally will be required to enter into agreements with the U.S. Internal Revenue Service (the “**IRS**”) to identify financial accounts held by certain U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. For these purposes, the term financial institution includes, among others, banks, insurance companies and funds that are engaged primarily in the business of investing, reinvesting or trading in securities, commodities or partnership interests. If a participating financial institution makes a relevant payment to an accountholder that has not provided information requested to establish the accountholder is exempt from reporting under the rules, or if the recipient of the payment is a non-participating financial institution (that is not otherwise exempt), the payor might be required to withhold 30% on a portion of the payment which is or is deemed to be from US source. However, the IRS is further considering the treatment of these so called foreign pass-through payments and it is uncertain whether and how this rule will ultimately apply to the Issuer or the Notes.

If the Issuer or one of its Agents were required to withhold any amount from any payment on the Notes in respect of FATCA, there will be no “gross up” (or any other additional amount) payable by way of compensation to the Noteholder for the withheld amount. A Noteholder that is able to claim the benefits of an income tax treaty between its own jurisdiction and the United States may be entitled to a refund of amounts withheld pursuant to the FATCA rules, though the Noteholder would have to file a U.S. tax return to claim this refund and may not be entitled to interest from the IRS for the period prior to the refund.

Belgium has entered into an intergovernmental agreement (IGA) relating to the implementation of FATCA with the United States. Under this IGA, the Issuer would currently not be required to deduct or withhold amounts under FATCA. However, the terms of the IGA in respect of withholding are subject to change, and the Issuer can offer no assurances on future withholding requirements under the US-Belgian IGA, on payments made after 31 December 2016.

FATCA withholding is particularly complex and its application to the Issuer or the Notes issued is uncertain at this time (would there be FATCA withholding on pass through payments in the future or not). Each holder of Notes should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect such holder in its specific circumstance, in particular if it may be, or hold its interest through an entity that is, classified as a financial institution under FATCA.

4.6 Risks relating to the proposed financial transactions tax

On 14 February 2013, the European Commission published a proposal for a Directive for a common Financial Transaction Tax in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**Participating Member States**”). On 8 December 2015, Estonia however expressed its intention not to introduce the Financial Transaction Tax.

The proposed Financial Transaction Tax has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The Financial Transaction Tax shall, however, not apply to (*inter alia*) primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006, including

the activity of underwriting and subsequent allocation of financial instruments in the framework of their issue.

Under the Commission proposal, the Financial Transaction Tax could apply in certain circumstances to persons both within and outside the Participating Member States. Generally, pursuant to the proposed directive, the Financial Transaction Tax will be payable on financial transactions provided at least one party to the financial transaction is established or deemed established in a Participating Member State and there is a financial institution established or deemed established in a Participating Member State which is a party to the financial transaction, or is acting in the name of a party to the transaction.

The rates of the Financial Transaction Tax shall be fixed by each Participating Member State but for transactions involving financial instruments other than derivatives shall amount to at least 0.1% of the taxable amount. The taxable amount for such transactions shall in general be determined by reference to the consideration paid or owed in return for the transfer. The Financial Transaction Tax shall be payable by each financial institution established or deemed established in a Participating Member State if it is either a party to the financial transaction, or acting in the name of a party to the transaction or if the transaction has been carried out on its account. Where the Financial Transaction Tax due has not been paid within the applicable time limits, each party to a financial transaction, including persons other than financial institutions, shall become jointly and severally liable for the payment of the Financial Transaction Tax due.

Investors should therefore note, in particular, that any sale, purchase or exchange of Notes may be subject to the Financial Transaction Tax at a minimum rate of 0.1% provided the abovementioned prerequisites are met. The investor may be liable to pay this charge or reimburse a financial institution for the charge, and/or the charge may affect the value of the Notes.

4.7 Legal investment considerations and implementation of regulatory changes that may restrict certain investments or may affect the liquidity of the Notes

In Europe and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby, amongst other things, affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Seller, the Servicer, the Administrator, the Managers or the Arranger makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment or other regulatory treatment of their investment in the Notes on the Closing Date or at any time in the future.

Risk Retention Rules

Investors should be aware of the EU risk retention and due diligence requirements which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds. Amongst other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various

penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Notes. With respect to the commitment of the Seller to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer or another relevant party (or, after the Closing Date, by the Servicer), please see the following statement.

The Seller has undertaken to retain a material net economic interest of not less than 5% in the Transaction in accordance with Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation. As at the Closing Date, such interest will in accordance with Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation be comprised of an interest in the first loss tranche, and, if necessary, other tranches having the same or a more severe risk profile than those sold to the investors. Any change in the manner in which this interest is held shall be notified to investors. The Seller has provided a corresponding undertaking with respect to the interest to be retained by it during the period wherein the Notes are outstanding to the Issuer and the Security Agent in the Mortgage Receivables Purchase Agreement. In addition to the information set out herein and forming part of this Prospectus, the Seller has undertaken to make available materially relevant data with a view to complying with Article 405 of the CRR and Articles 51 and 52 of the AIFM Regulation, which can be obtained from the Seller upon request. After the Closing Date, the Issuer will prepare monthly Investor Reports wherein relevant information with regard to the Mortgage Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Seller as confirmed to the Issuer for each Investor Report. Such information can be obtained from the website www.kbc.be/abs/homeloaninvest2016. For the avoidance of doubt, none of the Issuer, the Seller, the Arranger or the Manager makes any representation as to the accuracy or suitability of any financial model which may be used by a prospective investor in connection with its investment decision. Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation and none of the Issuer, the Seller (in its capacity as the Seller and the Servicer), the Administrator, the Arranger nor the Manager makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes. In addition, each prospective noteholder should ensure that it complies with the implementing provisions in respect of Article 405, paragraph (1) sub-paragraph (d) of the CRR and Article 51 paragraph (1) sub-paragraph (d) of the AIFM Regulation in its relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator.

Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, the Seller, the Servicer, the Administrator, the Arranger nor any Manager makes any representation that the information described above is sufficient in all circumstances for such purposes.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of

individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Basel III & Solvency II

The Basel Committee on Banking Supervision (the “**Basel Committee**”) approved significant changes to the Basel II regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as “**Basel III**”). In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio “backstop” for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio and the Net Stable Funding Ratio). It is intended that Member States will implement the new capital standards and the new Liquidity Coverage Ratio as soon as possible (with provision for phased implementation, meaning that the measure will not apply in full until January 2019) and the Net Stable Funding Ratio from January 2018. Implementation of Basel III requires national legislation and therefore the final rules and the timetable for their implementation in each jurisdiction may be subject to some level of national variation. The European authorities have indicated that they support Basel III in general. The capital rules of Basel III have been implemented through a directive and a regulation adopted on 26 June 2013 by the Council of the European Union (collectively referred to as “**CRD IV**”), which replaced the directives 2006/48/EC and 2006/49/EC, as amended by directive 2009/111/EC. CRD IV entered into force on 1 January 2014, with full implementation by January 2019; however, CRD IV allows individual Member States to implement a stricter definition and/or level of capital more quickly than is envisaged under Basel III. It should also be noted that changes to regulatory capital requirements are coming for insurance and reinsurance undertakings through national initiatives, such as the Solvency II framework in Europe.

Implementation of the Basel III and Solvency II framework and any changes as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements or regulatory liquidity requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

4.8 The Belgian bank recovery and resolution regime

Directive 2014/59/EU of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the “**Bank Recovery and Resolution Directive**” or “**BRRD**”) provides for the establishment of a new European-wide framework for the recovery and resolution of credit institutions and investment firms. The stated aim of the BRRD is to provide supervisory and resolution authorities, including the resolution college of the National Bank of Belgium within the meaning of Article 21ter of the Law of 22 February 1998 establishing the organic statute of the National Bank of Belgium, or any successor body or authority (the “**National Resolution Authority**” and, together with the national resolution authorities of other participating Member States, the “**NRAs**”), with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers’ exposure to losses.

BRRD had been transposed into Belgian law as from 3 March 2015. Under the Belgian bank recovery and resolution regime, the supervisory and resolution authorities (which includes the National Resolution Authority) are able to take a number of measures in respect of any credit institution it supervises if deficiencies in such credit institution’s operations are not remedied. Such

measures include: the appointment of a special commissioner whose consent is required for all or some of the decisions taken by all the institution's corporate bodies; the imposition of additional requirements in terms of solvency, liquidity, risk concentration and the imposition of other limitations; the complete or partial suspension or prohibition of the institution's activities; the revocation of the institution's licence; and the right to impose the reservation of distributable profits, or the suspension of dividend distributions or interest payments to holders of additional Tier 1 capital instruments.

The Credit Institutions Supervision Act allows the NRA to take resolution actions. Such powers include the power to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge institution" (an entity created for that purpose which is wholly or partially in public control) and (iii) separate assets by transferring impaired or problem assets to a bridge institution or one or more asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down. By way of a Royal Decree of 18 December 2015 and with effect as from 1 January 2016, the Credit Institutions Supervision Act grants a "bail in" power to the NRA. The NRA now have the ability to impose losses on certain financial liabilities of the failing credit institution, either by writing down the principal amount of the liability or converting it into equity. Due to the bail-in mechanism, shareholders and creditors will thus have to contribute to the losses of the failing institution.

It should be noted that (i) certain elements of the Credit Institutions Supervision Act require further detailed measures to be taken by other authorities, in particular the National Bank of Belgium, (ii) certain elements of the Credit Institutions Supervision Act will be influenced by further regulations (including through technical standards) taken or to be taken at European level, and (iii) the application of the Credit Institutions Supervision Act may be influenced by the recent assumption by the European Central Bank of certain supervisory responsibilities which were previously handled by the National Bank of Belgium and, in general, by the allocation of responsibilities between the European Central Bank and the National Bank of Belgium.

Finally, it should be noted that certain of the European initiatives (in particular the prohibition on proprietary trading) to be transposed into Belgian law pursuant to the Credit Institutions Supervision Act are still in draft form, or subject to political discussion, at the European level. Whilst the Credit Institutions Supervision Act contains powers to allow the government to conform the Credit Institutions Supervision Act to developments at a European level in certain areas through a royal decree, it cannot be ruled out that there will be differences between the regulatory regime promulgated by the relevant European directives and the regulatory regime of the Credit Institutions Supervision Act.

Although the exercise of powers by the National Bank of Belgium under the Credit Institutions Supervision Act could not affect the transfer of legal title to the Loans to the Issuer, there is a risk that such exercise of powers could adversely affect the proper performance by each of the Seller, the Servicer and the Administrator of its payment and other obligations to the Issuer and enforcement thereof against the such parties under the Transaction Documents.

4.9 European Market Infrastructure Regulation

European Regulation N° 648/2012 of the European Parliament and or the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories ("EMIR") introduced requirements to improve transparency and reduce the risks associated with the over-the-counter (OTC) derivatives market. The application of EMIR requirements depends largely on the qualification of an entity as either a financial or non-financial counterparty. In general terms EMIR establishes certain requirements for OTC derivatives contracts, including a mandatory clearing obligation, risk-

mitigation techniques for OTC derivatives contracts not cleared by a central counterparty and reporting requirements.

For financial counterparties and non-financial counterparties above the clearing threshold, EMIR requires (i) that OTC derivatives contracts that are subject to a mandatory clearing obligation clear through a central counterparty and (ii) to implement new risk management standards for all bilateral OTC derivative trades that are not cleared by a central counterparty, including a requirement for these counterparties to post mandatory margin.

OTC derivatives contracts that are not cleared by a central counterparty are furthermore subject to certain other risk management procedures, including arrangements for timely confirmation of OTC derivatives contracts, portfolio reconciliation, dispute resolution and arrangements for monitoring the value of outstanding OTC derivatives contracts. Certain of these risk mitigation requirements impose obligations on the Issuer in relation to the Swap Agreement. EMIR also contains requirements with respect to margining. Various regulatory and implementing technical standards have now come into force, but certain critical technical standards have not yet been finalised or come into force, including those addressing which classes of OTC derivatives contracts will be subject to the clearing obligations and the scope of collateralisation obligations in respect of OTC derivative contracts which are not cleared. In addition, under EMIR, counterparties must report all their OTC and exchange traded derivatives contracts to an authorised or recognised trade repository or to ESMA.

The CRR aims to complement EMIR by applying higher capital requirements for bilateral, over-the-counter derivative trades. Lower capital requirements for cleared trades are only available if the central counterparty is recognised as a 'qualifying central counterparty', which has been authorised or recognised under EMIR (in accordance with related binding technical standards). Further significant market infrastructure reforms will be introduced by amendments to the EU Markets in Financial Instruments Directive that are being finalized by the EU legislative institutions and are expected to be implemented in 2016.

Aspects of EMIR in relation to the mandatory clearing obligation and the mandatory margining requirement and its application to securitisation vehicles remain unclear. If the Issuer is required to comply with certain obligations under EMIR, such as the clearing and margining requirements, which give rise to additional costs and expenses for the Issuer, this may in turn reduce amounts available to make payments with respect to the Notes. The Issuer may also need to appoint a third party and/or incur costs and expenses to enable it to comply with the regulatory requirements imposed by EMIR. In the event that under EMIR additional provisions or technical standards do come into force, this may necessitate amendments to the Transaction Documents. The Issuer will pay such costs, without prior consent of the Security Agent or the Noteholders, under item (iii) of the Interest Priority of Payments or item (iii) of the Priority of Payments upon Enforcement.

Pursuant to Article 12(3) of EMIR any failure by a party to comply with the rules under Title II of EMIR should not make the Swap Agreement as applicable invalid or unenforceable. However, if any party fails to comply with the rules under EMIR it may be liable for a fine. If such a fine is imposed on the Issuer, the Issuer may have insufficient funds to pay its liabilities in full.

4.10 Eligible collateral

The relevant central bank will ultimately assess and confirm whether the Notes issued pursuant to the Transaction qualify as eligible collateral for liquidity and/or open market operations. In accordance with its policies, the relevant central bank will not confirm the eligibility of such Notes for such purposes prior to the issuance of such Notes pursuant to the Transaction. If any Notes are accepted for such purposes, the relevant central bank may amend or withdraw any such approval in relation to such Notes at any time. None of the Issuer and the Manager nor any Affiliated Entity of

the Issuer and the Manager gives any representation or warranty as to whether the relevant central bank will ultimately confirm the eligibility of such Notes for such purpose and none of the Issuer and the Manager nor any Affiliated Entity of the Issuer and the Manager will have any liability or obligation in relation thereto if the Notes are at any time deemed ineligible for such purposes.

The Issuer believes that the risks described above are certain of the principal risks inherent in the Transaction for the Noteholders but the inability of the Issuer to pay interest or repay principal on the Notes may occur for other reasons and, accordingly, the Issuer does not represent that the above statements of the risks of holding the Notes are comprehensive. While the various structural elements described in the Prospectus are intended to lessen some of these risks for Noteholders there can be no assurance that these measures will be sufficient or effective to ensure payment to the Noteholders or interest and principal on such Notes on a timely basis at all.

TRANSACTION OVERVIEW

The following is an overview of the principal features of the Transaction described in this Prospectus including the issue of the Notes. The information in this section does not purport to be complete. This overview should be read as an introduction to and in conjunction with, and is qualified in its entirety by reference, to the detailed information appearing elsewhere in this Prospectus. Prospective Noteholders are advised to read carefully, and to rely solely on, the detailed information appearing elsewhere in this Prospectus and the Conditions and Transaction Documents referred to therein in making any decision whether or not to invest in any Notes. If a claim relating to the information contained in this Prospectus will be brought before a competent court, the claimant will, subject to the legal requirement of the relevant member state of the European Economic Area, have to bear the costs of translating this Prospectus before the legal proceedings are initiated.

Capitalised terms used but not defined in this section have the meaning given thereto elsewhere in this Prospectus.

Transaction Overview

The following is an overview of the transaction as illustrated by the Transaction Structure Diagram below.

1. On or about 4 May 2016 the Issuer will enter into a mortgage receivables purchase agreement (the “**Mortgage Receivables Purchase Agreement**”) with the Seller and the Security Agent. Pursuant to the Mortgage Receivables Purchase Agreement the Seller will sell and assign to the Issuer legal title to the Mortgage Receivables. The Mortgage Receivables consist of any and all rights of the Seller against certain borrowers under loans originated or acquired by the Seller which loans are secured by a (i) a first ranking Mortgage, or (ii) a lower ranking Mortgage provided that the benefit of all higher ranking Mortgages on the same Real Estate has been transferred to the Issuer pursuant to the Mortgage Receivables Purchase Agreement and, as the case may be, (iii) a mandate to create Mortgages over residential properties in Belgium. The initial purchase price for the Mortgage Receivables amounts to 100% of the Outstanding Principal Amount of the Mortgage Receivables on the Cut-Off Date (which will be equal to an amount of approximately, EUR 3,600,000,000). The transfer of legal title to the Mortgage Receivables will take place on 4 May 2016 or on such later date as may be agreed between the Issuer, the Seller and the Manager (the “**Closing Date**”). The Issuer will pay the initial purchase price on the Closing Date.

To fund the initial purchase price, the Issuer will issue the Notes and enter into the Subordinated Loan Agreement with the Subordinated Loan Provider on the Closing Date.

The Issuer will credit on the Closing Date EUR 36,000,000 from the proceeds of the Subordinated Loan to the Reserve Account.

On each Monthly Payment Date, the Issuer will pay the Noteholders interest and principal in accordance with and subject to the Interest Priority of Payments and the Principal Priority of Payments. See *Credit Structure*.

2. The rates of interest on the Mortgage Receivables and on the Transaction Accounts will not necessarily equal the floating rates applicable to the Notes. In order to provide a hedge against certain differences in these rates, the Issuer will enter into an interest rate swap transaction under an ISDA Master Agreement, including a schedule and a credit support annex thereto (the “**Credit Support Annex**”) (together, the “**Swap Agreement**”) with KBC Bank NV (as the “**Swap Counterparty**”).
3. The ability of the Issuer to meet its obligations under the Notes will depend primarily upon the receipt by it of principal and interest from the Borrowers under the Mortgage Receivables and the

receipt of funds under the Swap Agreement. The Issuer will secure its obligations under the Notes. Pursuant to a parallel debt agreement (the “**Parallel Debt Agreement**”) the Issuer will undertake to pay to the Security Agent, on the same terms and conditions, an amount equal to the aggregate of all amounts from time to time due and payable by the Issuer to the Noteholders and the other Secured Parties (such payment undertaking and the obligations and liabilities resulting from it being referred to as the “**Parallel Debt**”). Upon receipt by the Security Agent of any amount in payment of the Parallel Debt, the payment obligations of the Issuer to the Secured Parties shall be reduced by an amount equal to the amount so received.

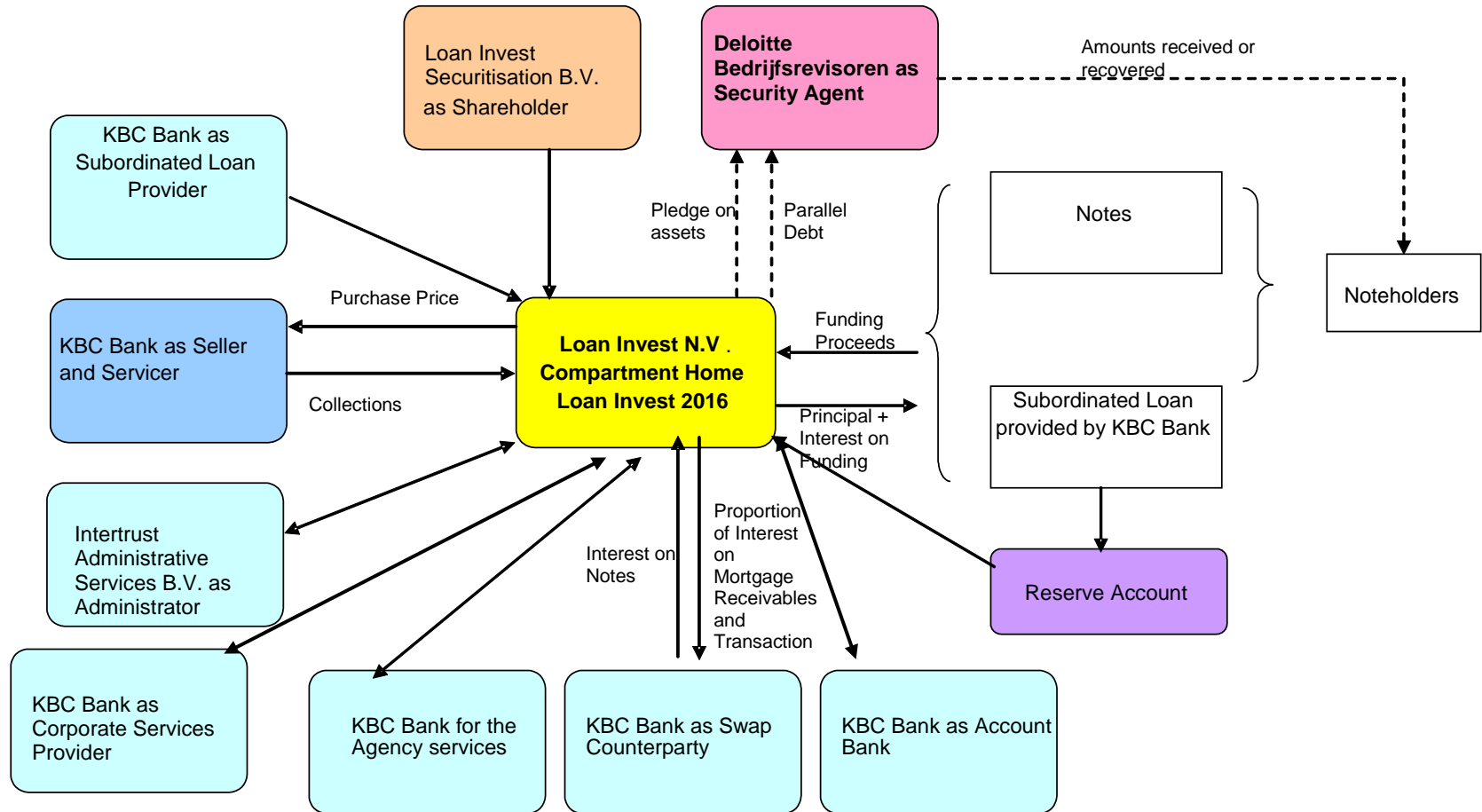
4. The Issuer will enter into a pledge agreement (the “**Pledge Agreement**”) with Deloitte Bedrijfsrevisoren / Réviseurs d’Entreprises C.V.B.A. (the “**Security Agent**”) pursuant to which the Security Agent is appointed (i) as representative (*vertegenwoordiger / représentant*) of the Noteholders in accordance with Article 271/12, §1, first to seventh indent of the UCITS Act with respect to their rights and obligations under the Notes and the Conditions, and (ii) as irrevocable agent (*mandataris / mandataire*) of the other Secured Parties. Furthermore, in accordance with the terms of the Pledge Agreement, the obligations of the Issuer to the Secured Parties and the Parallel Debt are secured by a first-ranking pledge over (i) the Mortgage Receivables (ii) the Issuer’s claims under the Transaction Documents and (iii) the balances standing to the credit of the Transaction Accounts. Upon the occurrence of an Event of Default under the Notes, the Security Agent may give notice to the Issuer that the amounts outstanding under the Notes (and under the Parallel Debt) are immediately due and payable and may enforce the Pledge Agreement. The Security Agent will apply the amounts recovered upon enforcement of the Pledge Agreement in accordance with the Priority of Payments upon Enforcement towards satisfaction of the amounts owed by the Issuer to the Noteholders and such other transaction parties. See *Credit Structure*.
5. The Issuer will enter into a subordinated loan agreement (the “**Subordinated Loan Agreement**”) with KBC Bank NV (as the “**Subordinated Loan Provider**”) on or before the Closing Date, pursuant to which the Subordinated Loan Provider will agree to make available to the Issuer a subordinated loan (the “**Subordinated Loan**”), the proceeds of which will be used to (i) pay part of the Initial Purchase Price, and (ii) credit the Reserve Account up to the Reserve Account Required Amount.
6. The Issuer will enter into an expenses subordinated loan agreement (the “**Expenses Subordinated Loan Agreement**”) with the Subordinated Loan Provider on or before the Closing Date, pursuant to which the Subordinated Loan Provider will agree to make available to the Issuer an expenses subordinated loan (the “**Expenses Subordinated Loan**”), the proceeds of which will be used to pay certain initial costs and expenses in connection with the issue of the Notes.
7. The Issuer will enter into an Account Bank Agreement (the “**Account Bank Agreement**”) with KBC Bank NV (as the “**Account Bank**”) and the Security Agent on or before the Closing Date, pursuant to which the Account Bank guarantees a certain interest rate (the “**Account Interest Rate**”) determined by reference to Eonia minus 0.125 per cent. (with a floor at zero) on the balance standing from time to time to the credit of certain bank accounts maintained by the Issuer with the Account Bank.
8. The Issuer will enter into a mortgage payment transactions and issuer services agreement (the “**Issuer Services Agreement**”) with the Seller (as the “**Servicer**”), the Security Agent, KBC Bank NV (as “**Corporate Services Provider**”) and Intertrust Administrative Services B.V. (as “**Administrator**”) on or before the Closing Date, pursuant to which (i) the Servicer will agree to provide mortgage payment transactions and the other services as agreed in the Issuer Services Agreement in relation to the Mortgage Receivables, (ii) the Corporate Services Provider will agree to provide certain reporting and corporate services for the Issuer and (iii) the Administrator will agree to provide certain administration, calculation and cash management services for the Issuer.

In addition, the Issuer will enter into *inter alia* the following agreements:

- (a) a subscription agreement (the “**Subscription Agreement**”) with KBC Bank NV (as “**Arranger**” and as “**Manager**”) pursuant to which the Manager agrees to subscribe and pay for or to procure subscription and payment for the Notes;
- (b) an agency agreement (the “**Agency Agreement**”) with KBC Bank NV (as the “**Domiciliary Agent**”, “**Listing Agent**” and “**Reference Agent**”) pursuant to which the Domiciliary Agent, the Listing Agent and the Reference Agent will respectively act as domiciliary agent, listing agent and reference agent in relation to the Notes;
- (c) a clearing agreement (the “**Clearing Agreement**”) with the National Bank of Belgium (as “**Securities Settlement System Operator**”) pursuant to which the Notes will be cleared in accordance with the Securities Settlement System;
- (d) a master definitions agreement (the “**Master Definitions Agreement**”) with, among others, the Secured Parties, setting out certain definitions, terms and principles that are used for the interpretation and construction of the Transaction Documents;
- (e) issuer management agreements (the “**Issuer Management Agreements**”) with the Issuer Directors and the Security Agent pursuant to which the Issuer Directors will undertake to act as managing director of the Issuer and to perform certain services in connection therewith.

In addition, shareholder management agreements (the “**Shareholder Management Agreements**”) will be entered into between the Stichting Shareholder, the Shareholder, the Shareholder Director and the Security Agent pursuant to which, *inter alia*, the Shareholder Director will undertake to act as director of the Stichting Shareholder and the Shareholder and to perform certain services in connection therewith.

TRANSACTION STRUCTURE DIAGRAM



SUMMARY OF THE NOTES

Certain features of the Notes are summarised below (see further '*Principal Features of the Notes*' below):

Principal Amount	EUR 3,270,000,000
Credit Enhancement	Subordination of the Subordinated Loan
Margin up to but excluding the first Optional Redemption Date falling in May 2021	0.60 per cent. p.a.
Margin from and including the first Optional Redemption Date	1.20 per cent. p.a.
Interest Accrual	Act/360
Monthly Payment Date	Interest and principal will be payable monthly in arrear on the 15 th day of each month, or if such day is not a Business Day, the next succeeding Business Day
Reference floating rate	1 month Euribor
Final Maturity Date	Monthly Payment Date falling in 2050
Denomination	EUR 250,000
Form	Dematerialised form
Listing	Euronext Brussels
Rating	At least Aaa(sf) by Moody's and AAA (sf) by Fitch
ISIN Code	BE0002250190
Common Code	140195537

KEY PARTIES AND OVERVIEW PRINCIPAL FEATURES

The following is an overview of the key transaction parties and the principal features of the issue of the Notes, and should be read in conjunction with detailed information presented elsewhere in this Prospectus. Capitalised terms used but not defined herein have the meaning given thereto elsewhere in this Prospectus.

Key Transaction Parties

“Issuer”:

Loan Invest NV/SA, *institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge*, acting through its Compartment Home Loan Invest 2016. The Issuer was incorporated as a company with limited liability (*naamloze vennootschap / société anonyme*) existing under the laws of the Kingdom of Belgium, and has its registered office at Koningsstraat 97 , 1000 Brussels, registered with the Crossroads Bank for Enterprises under number RPR 0889.054.884, Commercial Court of Brussels.

The Issuer qualifies as a Belgian institutional company for investment in receivables (*institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge*) in accordance with the UCITS Act and has been registered as such with the Federal Public Service Finance (*Federale Overheidsdienst Financiën / Service Public Fédéral Finances*) on 8 May 2007. Compartment Home Loan Invest 2016 of the Issuer has been registered with the Federal Public Service Finance (*Federale Overheidsdienst Financiën / Service Public Fédéral Finances*) on 31 March 2016. Such registration cannot be considered as a judgment as to the opportunity or the quality of the Transaction, nor on the situation of the Issuer or its Compartment Home Loan Invest 2016.

The entire issued share capital of the Issuer is owned by the Shareholder. The Issuer is established to issue notes, such as the Notes, from time to time. Recourse in respect of the Notes will be limited to the Mortgage Receivables and the Issuer's rights under the Transaction Documents.

The Notes are issued by the Issuer, acting through its Compartment Home Loan Invest 2016. The Noteholders and the other Secured Parties only have recourse to the Pledged Assets of Compartment Home Loan Invest 2016 of the Issuer.

The Issuer may not engage in any other activity than securitisation and related transactions.

The Issuer has been licensed by the FSMA on 12 June 2007 as a mortgage loan institution in accordance with Article 43 of the Mortgage Credit Act. As from 1 November 2015, the Issuer has automatically been granted a temporary license as a provider of mortgage credit under Book VII of the Code of Economic Law.

See further *The Issuer*.

- “Seller”:** KBC Bank NV (“**KBC Bank NV**”), a credit institution existing under the laws of the Kingdom of Belgium, with its registered office at Havenlaan 2, 1080 Brussels, registered with the Crossroads Bank for Enterprises under number RPR 0462.920.226, Commercial Court of Brussels.
- KBC Bank NV is licensed as a credit institution in accordance with the Act of 25 April 2014 on the supervision of the credit institutions (*Wet op het statuut en het toezicht op kredietinstellingen / Loi relative au statut et au contrôle des établissements de crédit*) (as may be amended from time to time, the “**Credit Institutions Supervision Act**”).
- Furthermore, KBC Bank NV was licensed as a mortgage institution by the FSMA and has as from 1 November 2015 automatically been granted a temporary license as a provider of mortgage credit under Book VII of the Code of Economic Law.
- “Servicer”:** KBC Bank NV
- “Administrator”:** Intertrust Administrative Services B.V.
- “Security Agent”:** Deloitte Bedrijfsrevisoren / Réviseurs d’Entreprises C.V.B.A., a Belgian cooperative company with limited liability (*coöperatieve vennootschap met beperkte aansprakelijkheid / société cooperative à responsabilité limitée*), existing under the laws of the Kingdom of Belgium with its registered office at Berkenlaan 8b, 1831 Diegem, registered with the Crossroads Bank for Enterprises under number RPR 0429.053.863, Commercial Court of Brussels.
- The Security Agent is also appointed (i) as representative (*vertegenwoordiger / représentant*) of the Noteholders in accordance with the UCITS Act, and (ii) as irrevocable agent (*mandataris / mandataire*) of the other Secured Parties. See further *The Security Agent*.
- “Shareholder”:** Loan Invest Securitisation B.V., a Dutch private company with limited liability (*besloten vennootschap*), with its registered office at Prins Bernhardplein 200, 1097 Amsterdam, the Netherlands, registered with the commercial register (*kamer van koophandel en fabrieken voor Amsterdam*) under number 34271179.
- “Corporate Services Provider”:** KBC Bank NV
- “Back-up Servicer Facilitator”:** Intertrust Administrative Services B.V.
- “Stichting Shareholder”:** Stichting Loan Invest, a Dutch foundation (*stichting*) with its registered office at Prins Bernhardplein 200, 1097 Amsterdam, the Netherlands, registered with the commercial register (*kamer van koophandel en fabrieken voor Amsterdam*) under number 34270672.
- “Issuer Directors”:** **Intertrust Corporate Services NV**, a limited liability company

(*naamloze vennootschap / société anonyme*) with registered office at Koningsstraat 97, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number RPR 463.120.065, Commercial Court of Brussels, represented by its legal representative Irène Florescu; and

Intertrust Financial Services BVBA, a personal limited liability company (*besloten vennootschap met beperkte aansprakelijkheid / société privée à responsabilité limitée*) with registered office at Koningsstraat 97, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number RPR 0861.696.827, Commercial Court of Brussels, represented by its legal representative Christophe Tans,

or any other duly appointed director of the Issuer.

“Shareholder Directors”:	Intertrust Management B.V. (“ Intertrust Management B.V. ”), a Dutch private company with limited liability (<i>besloten vennootschap</i>), with its registered office at Prins Bernhardplein 200, 1097 Amsterdam, the Netherlands, registered with the commercial register (<i>kamer van koophandel en fabrieken voor Amsterdam</i>) under number 33.22.64.15.
“Subordinated Loan Provider”:	KBC Bank NV
“Swap Counterparty”:	KBC Bank NV
“Account Bank”:	KBC Bank NV
“Domiciliary Agent”:	KBC Bank NV
“Reference Agent”:	KBC Bank NV
“Listing Agent”:	KBC Bank NV
“Securities Settlement System Operator”:	<i>De Nationale Bank van België / La Banque Nationale de Belgique</i> , a public company with limited liability incorporated under the laws of Belgium, with registered office at De Berlaimontlaan 14, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number RPM/RPR 0203.201.340, Commercial Court of Brussels.
“Auditors”:	Ernst & Young, with its registered office at De Kleetlaan 12, 1831 Diegem, registered with the Crossroads Bank for Enterprises under number 0446.334.711, Commercial Court of Brussels, represented by Jean-François Hubin until the general meeting of 2017. A decision on the reappointment or change of mandate of the Auditors is expected to be taken on or about the date of approval of this Prospectus. The decision on the reappointment or change of the mandate of the Auditors will be published in the annexes to the Belgian State Gazette and on the website of the Issuer at www.kbc.be/abs/homeloaninvest2016 .

Principal features of the Notes

Notes: The EUR 3,270,000,000 floating rate Mortgage-Backed Notes due 2050 (the “**Notes**”) will be issued by the Issuer on 4 May 2016 or on such later date as may be agreed between the Issuer, the Seller and the

Manager

Eligible Holders of the Notes

The Notes are only offered, directly or indirectly, to holders (“**Eligible Holders**”) who satisfy the following criteria:

- (a) they qualify as a Qualifying Investor under the UCITS Act (*in aanmerking komende belegger / investisseurs éligible*) (as referred to in Article 5, §3/1 of the UCITS Act), acting for its own account;
- (b) they do not constitute investors that, in accordance with annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of MIFID, have registered to be treated as non-professional investors; and
- (c) they are holders of an exempt securities account (“**X-account**”) with the Securities Settlement System operated by the National Bank of Belgium or with a participant in such system. Only investors referred to in article 4 of the Royal Decree of 26 May 1994 can hold an X-account (“**Tax Eligible Investors**”). A non-exhaustive list of Tax Eligible Investors is set out below.

In the event that the Issuer establishes that the Notes are held by persons which do not qualify as Qualifying Investor under the UCITS Act, the Issuer will suspend the payment of interest on such Notes.

Pursuant to Article 5, §3 and §3/1 of the UCITS Act, Qualifying Investors under the UCITS Act are the “professional investors” (the “**Professional Investors**”) as set out below. A royal decree may restrict or extend this definition. The Professional Investors are the professional clients listed under Annex A to the royal decree of 3 June 2007 and the eligible counterparties in the meaning of Article 3, §1 of the royal decree of 3 June 2007, namely:

- (a) the Belgian and foreign legal entities that have a license or are regulated in order to be active on the financial markets including:
 - (i) the credit institutions;
 - (ii) the investment firms;
 - (iii) the other financial institutions that have a license or are regulated;
 - (iv) the insurance companies;
 - (v) the collective investment undertakings and their management companies;
 - (vi) the pension funds and their management companies;
 - (vii) the traders in commodities futures and derivated

instruments (*grondstoffen termijnhandelaren / intermediaries en matières premières et instruments dérivés sur celles-ci*);

- (viii) the local companies ;
- (ix) the other institutional investors ;
- (b) the other companies than those contemplated in item a above, that satisfy at least two of the following three criteria, on individual basis:
 - (i) total balance sheet of EUR 20 million;
 - (ii) net annual turnover of EUR 40 million; and
 - (iii) equity of EUR 2 million.
- (c) national governments, Belgian state, Communities and Regions, national, regional and foreign authorities; public undertakings in charge of the public debt, central banks, international and supranational institutions as the World Bank, the IMF, the European Central Bank, the European Investment Bank, and other similar international institutions;
- (d) other institutional investors whom the main activity is the investment in financial instruments, in particular entities in relation to assets securitisation and other financing operations.

The Royal Decree of 26 September 2006 (as amended by the Royal Decree of 26 September 2013) has further modified the definition of “Professional Investors” for the purposes of Article 5, §3/1 of the UCITS Act as follows:

- (a) private individuals are not considered as Professional Investors;
- (b) professional investors that have elected to be treated as non-professional investors, are for the purposes of Article 5, §3/1 of the UCITS Act considered as Professional Investors.

Tax Eligible Investors include *inter alia*:

- (a) Belgian resident companies subject to corporate income tax;
- (b) Belgian qualifying pension funds in the form of an ASBL/VZW;
- (c) semi-public governmental social security institutions or institutions similar thereto;
- (d) corporate investors who are non-residents of Belgium, whether they have a permanent establishment in Belgium or not;

- (e) individual investors who are non-residents of Belgium and who have not allocated the Notes to a professional activity in Belgium.

Tax Eligible Investors do not include, *inter alia*, Belgian resident investors who are individuals or Belgian non-profit organisations, other than those referred to under (b) and (c) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Royal Decree of 26 May 1994, as amended, to which investors should refer to for a precise description of the relevant eligibility rules.

Excluded holders

Notes may not be acquired by a Belgian or a foreign transferee who is not subject to income tax or who is, as far as interest income is concerned, subject to a tax regime that is deemed by the Belgian tax authorities to be significantly more advantageous than the Belgian tax regime applicable to interest income (within the meaning of Articles 54 and 198, §1, 11° of the BITC 1992).

Furthermore, no Notes may be acquired by a Belgian or foreign transferee that qualifies as an “affiliated company” (within the meaning of Article 11 of the Belgian Company Code) of the Issuer, save where such transferee also qualifies as a “financial institution” referred to in Article 56, §2, 2° of the Belgian Income Tax Code 1992.

Finally, Notes may also not be acquired by a foreign transferee being a resident of, or having an establishment in, or acting, for the purposes of the Notes, through a bank account held in a tax haven jurisdiction as referred to in Article 307, §1, fifth indent of the Belgian Income Tax Code 1992.

Issue Price:

The issue price of the Notes will be 100 per cent.

Form:

The Notes will be issued in the form of dematerialised notes under the Company Code and will be represented exclusively by book entries in the records of the Securities Settlement System and will not be physically delivered. The Notes will be delivered in the form of an inscription on a securities account.

Denomination:

The Notes will be issued in denominations of EUR 250,000 each.

Status and Ranking:

The Notes rank *pari passu* without any preference or priority among Notes. See further *Credit Structure*.

Interest:

Interest on the Notes is payable by reference to successive monthly interest periods (each a “**Floating Rate Interest Period**”) and will be payable monthly in arrear in euro. Each Note shall bear interest on its Principal Amount Outstanding on the 15th day of each month (or, if such day is not a Business Day, the next succeeding Business Day) in each year (each such day being a “**Monthly Payment Date**”). Each successive Floating Rate Interest Period will commence on (and include) a Monthly Payment Date and end on (but exclude) the next

succeeding Monthly Payment Date, except for the first Floating Rate Interest Period which will commence on (and include) the Closing Date and end on (but exclude) the Monthly Payment Date falling in June 2016. The interest will be calculated on the basis of the actual days elapsed in a Floating Rate Interest Period divided by a year of 360 days.

A “**Business Day**” means a day on which banks are open for business in Brussels, provided that such day is also a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (“**TARGET2**”) or any successor thereto is operating credit or transfer instructions in respect of payments in euro.

Interest on the Notes for each Floating Rate Interest Period from the Closing Date will accrue at a rate equal to the sum of the Euro Interbank Offered Rate (“**Euribor**”) for one (1) month deposits in euro (determined in accordance with Condition 4.4) plus a margin which up to (but excluding) the first Optional Redemption Date, will be equal to 0.60 per cent. per annum. The interest rate applicable to the Notes will never be less than zero.

Interest Step-up:

If on the first Optional Redemption Date the Notes have not been redeemed in full, the margin applicable to the Notes will be reset to 1.20 per cent. per annum

Average Life:

The estimated weighted average life of the Notes from the Closing Date up to (but excluding) the first Optional Redemption Date will be 3.99 years.

The weighted average life of the Notes given above should be viewed with caution. See *Risk factors*.

Final Maturity Date:

Unless previously redeemed as provided below, the Issuer will redeem the Notes at their respective Principal Amount Outstanding on the Monthly Payment Date falling in May 2050 (the “**Final Maturity Date**”).

Optional Redemption of the Notes:

On the Monthly Payment Date falling in May 2021 and on each Monthly Payment Date thereafter (each an “**Optional Redemption Date**”), the Issuer will have the option to redeem all (but not some only) of the Notes at their respective Principal Amount Outstanding together with interest accrued but unpaid.

Mandatory Redemption of the Notes:

On the first Monthly Payment Date falling in June 2016 and on each Monthly Payment Date thereafter, the Issuer will be obliged to apply the Notes Redemption Available Amount to (partially) redeem the Notes at their respective Principal Amount Outstanding together with interest accrued but unpaid on a *pro rata* basis and *pari passu*.

On the Monthly Payment Date on which the Notes will be redeemed in full, the Notes Redemption Available Amount will be available for repayment of the Subordinated Loan.

Redemption for tax reasons:

The Notes may be redeemed at the option of the Issuer (which shall be

under no obligation to do so) in whole, but not in part, on any Monthly Payment Date, at their Principal Amount Outstanding, together with interest accrued but unpaid up to and including the date of redemption, if any of the following circumstances arise (and provided that the Issuer has sufficient funds available to discharge all amounts of principal and interest due in respect of the Notes):

- (a) if on the next Monthly Payment Date the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person would be required to deduct or withhold for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed by the Kingdom of Belgium (or any sub-division or authority thereof or therein) from any payment of principal or interest in respect of Notes held by or on behalf of any Noteholder who would, but for any amendment to, or change in, the tax laws or regulations of the Kingdom of Belgium (or of any sub-division or authority thereof or therein having power to tax) or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations after the Closing Date, have been a Tax Eligible Investor; or
- (b) if on the next Monthly Payment Date, the Issuer, the Swap Counterparty or any other person would be required to deduct or withhold for or on account of any present or future taxes, duties assessments or governmental charges of whatever nature imposed by the Kingdom of Belgium (or any sub-division or authority thereof or therein), or any other sovereign authority having the power to tax, from any payment under the Swap Agreement; or
- (c) if the total amount payable in respect of interest on any of the Mortgage Receivables ceases to be receivable by the Issuer due to withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature in respect of such payments; or
- (d) if, after the Closing Date, the IIR Tax Regulations are changed or applied in a way materially adverse to the Issuer or would no longer apply to the Issuer.

Clean-Up Call Option:

On each Monthly Payment Date, the Seller or any third party appointed by the Seller has the option (but not the obligation) to repurchase and accept re-assignment of all (but not only part of) the Mortgage Receivables if (i) on the Monthly Calculation Date immediately preceding such Monthly Payment Date the aggregate Principal Amount Outstanding of the Notes is less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes on the Closing Date and (ii) the Issuer has sufficient funds to pay all amounts due in respect of the Notes upon the exercise of such option by the Seller (the “**Clean-Up Call Option**”).

The Issuer has undertaken in the Mortgage Receivables Purchase Agreement to sell and assign the Mortgage Receivables to the Seller or

any third party appointed by the Seller in its sole discretion in case of the exercise of the Clean-Up Call Option to the extent it still holds the Mortgage Receivables upon exercise by the Seller of the Clean-Up Call Option. The purchase price will be calculated as described in the *Mortgage Receivables Purchase Agreement*. The proceeds of such sale shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 4.5.

Optional Redemption in case of Change of Law

On each Monthly Payment Date, the Issuer may (but is not obliged to) redeem all of the Notes subject to and in accordance with the Conditions if there is a change in, or any amendment to the laws, regulations, decrees or guidelines of the Kingdom of Belgium, (including in respect of any EU legislation, regulations or guidelines implemented or applicable in the Kingdom of Belgium) or of any authority therein or thereof having legislative or regulatory powers or in the interpretation by a relevant authority or a court of, or in the administration of, such laws, regulations, decrees or guidelines after the Closing Date which would or could affect the Issuer or the Noteholders, as certified by the Security Agent and provided that the Issuer has sufficient funds available to discharge all amounts of principal and interest due in respect of the Notes (an “**Optional Redemption in case of Change of Law**”).

See the detailed provisions contained in Condition 4.5.

Optional Redemption in case of a Ratings Downgrade Event

On each Monthly Payment Date, the Issuer may (but is not obliged to) redeem all of the Notes subject to and in accordance with the Conditions upon the occurrence of a Ratings Downgrade Event, provided that the Issuer has sufficient funds available to discharge all amounts of principal and interest due in respect of the Notes (an “**Optional Redemption in case of a Ratings Downgrade Event**”).

See the detailed provisions contained in Condition 4.5.

Regulatory Call Option:

On each Monthly Payment Date, the Seller or any third party appointed by the Seller has the option (but not the obligation) to repurchase all (but not only part of) the Mortgage Receivables upon the occurrence of a Regulatory Change (the “**Regulatory Call Option**”) provided that the Issuer has sufficient funds to pay all amounts due in respect of the Notes upon the exercise of such option by the Seller.

The Issuer has undertaken in the Mortgage Receivables Purchase Agreement to sell and assign the Mortgage Receivables to the Seller, or any third party appointed by the Seller in its sole discretion, in case the Seller exercises the Regulatory Call Option to the extent it still holds the Mortgage Receivables upon exercise by the Seller of the Regulatory Call Option. The purchase price will be calculated as described in the *Mortgage Receivables Purchase Agreement*. If the Seller exercises its Regulatory Call Option, then the Issuer will redeem the Notes by applying the proceeds of the sale of the Mortgage Receivables towards redemption of the Notes subject to and in accordance with Condition 4.5.

See *Mortgage Receivables Purchase Agreement*.

Withholding Tax:

All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature, unless the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person is required by applicable law to make any payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event, the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or such other person (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer, the Securities Settlement System Operator, the Domiciliary Agent nor any other person will be obliged to gross up the payments in respect of the Notes or to make any additional payments to any Noteholders in respect of any such withholding or deduction.

In particular, but without limitation, no additional amounts shall be payable in respect of any Note, where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Union Directive 2003/48/EC on the taxation of savings that was adopted on 3 June 2003 or any law implementing or complying with, or introduced in order to conform to, such Directive, or pursuant to FATCA.

Method of Payment:

Payments of principal and interest will be made in euro to the Securities Settlement System Operator, for the credit of the respective accounts of the Noteholders. See further *Terms and Conditions of the Notes – Dematerialised Notes*.

Use of proceeds:

The Issuer will use the net proceeds from the issue of the Notes and part of the proceeds of the Subordinated Loan to pay to the Seller the Initial Purchase Price for the Mortgage Receivables, pursuant to the provisions of an agreement dated on or about 4 May 2016 (the “**Mortgage Receivables Purchase Agreement**”) and made between the Seller, the Issuer and the Security Agent. See further *Mortgage Receivables Purchase Agreement*.

Part of the proceeds of the Subordinated Loan will be used on the Closing Date to credit the Reserve Account up to an amount of EUR 36,000,000

See further *Use of Proceeds*.

Admission to Trading:

Application has been made for the Notes to be admitted to trading on Euronext Brussels.

Ratings:

It is a condition precedent to issuance that the Notes, on issue, be assigned at least Aaa(sf) by Moody’s and AAA(sf) by Fitch.

Governing Law:

The Notes will be governed by and construed in accordance with the

laws of the Kingdom of Belgium.

Mortgage Receivables:

Under the Mortgage Receivables Purchase Agreement, the Issuer will purchase any and all rights of the Seller against certain borrowers (the “**Borrowers**”) under or in connection with certain selected Mortgage Loans (the “**Mortgage Receivables**”). On the Closing Date, the Issuer will accept the transfer by way of assignment of legal title to the Mortgage Receivables. The Issuer will be entitled to the proceeds of the Mortgage Receivables from the Cut-Off Date.

Repurchase of Mortgage Receivables:

Under the Mortgage Receivables Purchase Agreement the Seller has undertaken to repurchase and accept re-assignment of a Mortgage Receivable:

- (a) in case any of the representations and warranties given by the Seller in respect of such Mortgage Receivable or its related Mortgage Loan are untrue or incorrect;
- (b) if a Borrower requests a Non-Permitted Variation to a Mortgage Receivable and if the Seller requests that such Non-Permitted Variation be accepted, except if the Issuer and the Security Agent confirm that the Seller does not need to repurchase the relevant Mortgage Receivable;
- (c) if, upon conversion of a Mortgage Mandate in accordance with the Credit Policies, such Mortgage Mandate is not converted in accordance with the terms and conditions of the Mortgage Receivables Purchase Agreement.

Mortgage Loans:

The Mortgage Receivables to be sold by the Seller pursuant to the Mortgage Receivables Purchase Agreement will result from loans secured by (i) a first ranking Mortgage, or (ii) a lower ranking Mortgage provided that the benefit of all higher ranking Mortgages on the same Real Estate has been transferred to the Issuer pursuant to the Mortgage Receivables Purchase Agreement and, as the case may be, (iii) a mandate to create Mortgages over Real Estate (the “**Mortgaged Assets**”) and entered into by the Seller or its legal predecessors and the relevant Borrowers which meet the criteria set forth in the Mortgage Receivables Purchase Agreement and which will be selected prior to or on the Closing Date (the “**Mortgage Loans**”).

The Mortgage Loans are granted under the form of a loan facility (*kredietopening / ouverture de crédit*). Under part of the Mortgage Loans the Borrower can re-borrow amounts that have been repaid under the loan facility subject to approval of KBC Bank NV and conclusion of a new loan. Under the remaining part of the Mortgage Loans, the Borrowers cannot re-borrow repaid amounts.

The Mortgage Loans (or any loan parts comprising a Mortgage Loan) may consist of any of the following types of redemption:

- (a) Linear Mortgage Loans; and
- (b) Annuity Mortgage Loans.

Linear Mortgage Loans: A portion of the Mortgage Loans (or parts thereof) are in the form of linear mortgage loans (hereinafter “**Linear Mortgage Loans**”). Under a Linear Mortgage Loan, the Borrower pays a decreasing monthly payment, made up of an initially high and subsequently decreasing interest portion and a fixed principal portion, and calculated in such a manner that the Linear Mortgage Loan will be fully redeemed at the maturity of such Linear Mortgage Loan.

Annuity Mortgage Loans: A portion of the Mortgage Loans (or parts thereof) are in the form of annuity mortgage loans (hereinafter “**Annuity Mortgage Loans**”). Under an Annuity Mortgage Loan, the Borrower pays a constant total monthly payment, made up of an initially high and subsequently decreasing interest portion and an initially low and subsequently increasing principal portion, and calculated in such a manner that the Annuity Mortgage Loan will be fully redeemed at the maturity of such Annuity Mortgage Loan.

Sale of Mortgage Receivables on each Optional Redemption Date: The Issuer will have the right to sell and assign all but not some of the Mortgage Receivables on each Optional Redemption Date to a third party, which may also be the Seller, at arm’s length conditions provided that the Issuer shall apply the proceeds of such sale to redeem the Notes.

Other Sales of Mortgage Receivables: In addition, pursuant to the Mortgage Receivables Purchase Agreement, the Seller has the obligation or the right to repurchase certain Mortgage Receivables in certain events and the right to exercise the Clean-Up Call Option and the Regulatory Call Option.

The purchase price of each Mortgage Receivable in the event of such a repurchase or reassignment, other than (i) pursuant to a breach of a representation and warranty in relation to such Mortgage Receivable or its related Mortgage Loan, or (ii) upon a Non-Permitted Variation, shall be equal to the then Outstanding Principal Amount, together with accrued interest due but unpaid, if any, up to the relevant date of such repurchase or reassignment and reasonable costs relating thereto (including any costs incurred by the Issuer in effecting and completing such repurchase and re-assignment), except that with respect to Defaulted Receivables, the purchase price shall be the lesser of (a) the sum of the Outstanding Principal Amount, together with accrued interest due but unpaid, if any, and any other amount due under the Mortgage Receivables up to the relevant date of such repurchase or reassignment; and (b) an amount equal to (A) the value of the Mortgaged Assets as provided in an expert valuation report of less than six (6) months old, or (B) if no such expert valuation report is available, the most recent market value of the Mortgaged Assets as reflected in the relevant Contract Records, indexed in accordance with the price index published on www.statbel.fgov.be, or if not available, any other index representative of the residential real estate market in Belgium. (the “**Optional Repurchase Price**”).

The purchase price of each Mortgage Receivable in the event of a sale or repurchase (i) pursuant to a breach of a representation and warranty in relation to such Mortgage Receivable or its related Mortgage Loan

or (ii) upon a Non-Permitted Variation, shall be equal to the then Outstanding Principal Amount of such Mortgage Receivable plus accrued interest thereon and costs (including any costs incurred by the Issuer for effecting and completing such repurchase and reassignment) up to (but excluding) the date of completion of the repurchase (the “**Repurchase Price**”).

Security for the Notes

Parallel Debt Agreement:

On or before the Closing Date, the Issuer and the Security Agent will enter into a parallel debt agreement (the “**Parallel Debt Agreement**”) for the benefit of the Secured Parties under which the Issuer shall, by way of parallel debt, undertake to pay to the Security Agent amounts equal to the amounts due by it to the Secured Parties. Upon receipt by the Security Agent of any amount in payment of the Parallel Debt, the payment obligations of the Issuer to the Secured Parties shall be reduced by an amount equal to the amount so received. The advantage of such Parallel Debt is that the Security Agent is entitled to create and enforce the Security Interests not only on behalf of the Secured Parties but also in its own name.

Security for the Notes:

The Notes and the Parallel Debt will be secured by a first ranking pledge in favour of the Secured Parties, including the Security Agent on behalf of the Noteholders and the other Secured Parties by the Issuer over (i) the Mortgage Receivables, including the Related Security, (ii) the Issuer’s claims under or in connection with the Transaction Documents, and (iii) the balances standing to the credit of the Transaction Accounts.

The amounts payable to the Noteholders and the other Secured Parties will be limited to the amounts available for such purpose to the Security Agent which, *inter alia*, will consist of amounts recovered by the Security Agent on the Mortgage Receivables, including the Related Security, and amounts received by the Security Agent as creditor under the Parallel Debt Agreement. Following delivery of an Enforcement Notice, payments to the Secured Parties will be made in accordance with the Priority of Payments upon Enforcement.

See further *Risk Factors* and for a more detailed description see *Description of Security*.

Cash flow structure

Issuer Collection Account:

The Issuer shall maintain with the Account Bank an account (the “**Issuer Collection Account**”) to which, *inter alia*, the Seller or the Servicer on its behalf will on the 15th day of each month or, in case such day is not a Business Day, the next succeeding Business Day (each a “**Collection Date**”) transfer all amounts received by the Seller in connection with the Mortgage Receivables during the immediately preceding Monthly Calculation Period.

Risk Mitigation Deposit:

In case:

- (a) the short term IDR of the Seller falls below a rating of F1 by

Fitch or such rating is withdrawn; or

- (b) the long term IDR of the Seller falls below a rating of A- by Fitch or such rating is withdrawn; or
- (c) the Counterparty Risk Assessment of the Seller falls below Baa3(cr) by Moody's,

(each such event being a “**Risk Mitigation Deposit Trigger Event**”), then the Seller shall as soon as reasonably possible following the occurrence of such Risk Mitigation Deposit Trigger Event, credit to a bank account (the “**Deposit Account**”) to be held in the name of the Issuer with a third party account bank having the Required Minimum Ratings, the Risk Mitigation Deposit Amount.

The funds credited to the Deposit Account may only be applied by the Issuer for the purpose of indemnifying the Issuer against any losses resulting Commingling Risk.

Reserve Account:

The Issuer will pay on the Closing Date EUR 36,000,000 from the proceeds of the Subordinated Loan into an account (the “**Reserve Account**”) together with the Issuer Collection Account, the “**Transaction Accounts**”) held with the Account Bank.

The purpose of the Reserve Account will be to enable the Issuer to meet the Issuer's payment obligations under items (i) up to and including (v) in the Interest Priority of Payments in the event that the Notes Interest Available Amount is not sufficient to meet such payment obligations on a Monthly Payment Date.

The “**Reserve Account Required Amount**” shall on any Monthly Calculation Date be equal to (i) EUR 36,000,000 or (ii) zero, on the Optional Redemption Date whereon the Notes have been or are to be redeemed in full, subject to the Conditions.

Account Bank Agreement:

The Issuer and the Account Bank will enter into an account bank agreement (the “**Account Bank Agreement**”) on the Closing Date, whereunder KBC Bank NV as the Account Bank will agree to pay a guaranteed rate of interest (the “**Account Interest Rate**”) determined by reference to Eonia minus 0.125 per cent (with a floor at zero) on the balance standing from time to time to the credit of the Transaction Accounts.

Subordinated Loan Agreement:

On or before the Closing Date, the Issuer will enter into a subordinated loan agreement (the “**Subordinated Loan Agreement**”) with the Subordinated Loan Provider for an aggregate amount of EUR 366,000,000. The proceeds of the Subordinated Loan will be used to (i) pay part of the Initial Purchase Price for the Mortgage Receivables, and (ii) fund the Reserve Account up to the Reserve Account Required Amount.

Expenses Subordinated Loan Agreement:

On or before the Closing Date, the Issuer will enter into an expenses subordinated loan agreement (the “**Expenses Subordinated Loan Agreement**”) with the Subordinated Loan Provider for an aggregate

amount of EUR 1,000,000. The proceeds of the Expenses Subordinated Loan will be used to pay certain start-up costs and expenses incurred by the Issuer in connection with the issue of the Notes.

Swap Agreement:

On or before the Closing Date, the Issuer will enter into a 2002 ISDA Master Agreement (including a schedule, credit support annex and a confirmation documenting the transaction entered into thereunder) governed by English law with the Swap Counterparty and the Security Agent (the “**Swap Agreement**”) to hedge the risk between (a) the interest received by the Issuer on the Mortgage Receivables (including Prepayment Penalties) and the interest received by the Issuer on the Transaction Accounts and (b) the floating rates of interest payable by the Issuer on the Notes.

See further *Credit Structure* under *Interest Rate Hedging*.

OTHER:

Issuer Services Agreement:

Under a mortgage payment transaction and an issuer services agreement to be entered into on or before the Closing Date (the “**Issuer Services Agreement**”) between the Issuer, the Servicer, the Corporate Services Provider, the Administrator and the Security Agent, (i) the Servicer will agree to provide mortgage payment transactions and the other services as agreed in the Issuer Services Agreement in relation to the Mortgage Receivables on a day-to-day basis, including, without limitation, (a) the collection of payments of principal, interest and all other amounts in respect of the Mortgage Receivables, and (b) the implementation of arrears procedures including, if applicable, the enforcement of mortgages (see further the section *Mortgage Loan Underwriting and Mortgage Services* below), (ii) the Administrator will agree to provide certain administration, calculation and cash management services for the Issuer on a day-to-day basis, including without limitation, operation of the Transaction Accounts and all calculations to be made in respect of the Notes pursuant to the Conditions and (iii) the Corporate Services Provider will agree to provide certain corporate and reporting services for the Issuer on a day-to-day basis.

Issuer Management Agreements:

The Issuer and the Security Agent have entered into management agreements (together the “**Issuer Management Agreements**”) with each relevant Issuer Director, whereunder the relevant Issuer Director will undertake to act as managing director of the Issuer and to perform certain services in connection therewith.

Shareholder Management Agreements:

The Stichting Shareholder, the Shareholder and the Security Agent have entered into shareholder management agreements (together, the “**Shareholder Management Agreements**”, and together with the Issuer Management Agreements, the “**Management Agreements**”) with the Shareholder Director, whereunder, *inter alia*, the Shareholder Director will undertake to act as director of the Shareholder and to perform certain services in connection herewith.

DOCUMENTS INCORPORATED BY REFERENCE

The incorporation deed and the articles of association (*statuten/statuts*) of the Issuer (the “**Articles of Association**”) which have previously been published shall be incorporated in, and form part of, this Prospectus.

Following the publication of this Prospectus a supplement may be prepared by the Issuer and approved by the FSMA in accordance with Article 32 of the Prospectus Law. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered office of the Issuer and from the specified office of the Domiciliary Agent and will be available at www.kbc.be/abs/homeloaninvest2016.

CREDIT STRUCTURE

The structure of the credit arrangements for the proposed issue of the Notes may be summarised as follows:

1. Mortgage Loan Interest Rates

The interest rate of each Mortgage Loan is either a variable rate of interest or a fixed rate of interest. On the Cut-off Date the weighted average interest rate of the Mortgage Loans is expected to be approximately 2.48 per cent. Interest rates vary between individual Mortgage Loans. The range of interest rates is described further in *Description of the Mortgage Loans*.

The actual amount of revenue received by the Issuer under the Mortgage Receivables Purchase Agreement will vary during the life of the Notes as a result of the level of delinquencies, defaults, substitutions, interests, repayments and prepayments in respect of the Mortgage Receivables. Similarly, the actual amounts payable under the Interest Priority of Payments will vary during the life of the transaction as a result of fluctuations in Euribor and possible variations in certain other costs and expenses of the Issuer. The eventual effect of such variations could lead to drawings under the Reserve Account and non-payment of certain items under the Interest Priority of Payments.

2. Cash Collection Arrangement

Payments by the Borrowers of interest and scheduled principal under the Mortgage Receivables are due on a monthly basis, interest being payable in arrear. Until the assignment of the Mortgage Receivables has been notified to the Borrowers, all payments made by Borrowers will be paid to the Seller.

On each Business Day the Seller or the Servicer on its behalf shall transfer all amounts of principal, interest, Prepayment Penalties and interest penalties received by the Seller in connection with the Mortgage Receivables to the Issuer Collection Account.

Upon the occurrence of certain Notification Events, the Borrowers will be notified of the assignment of the Mortgage Receivables to the Issuer in accordance with Clause 16 of the Mortgage Receivables Purchase Agreement and will be required to make all payments directly to the Issuer Collection Account, unless in the occurrence of certain Notification Events where an appropriate remedy to the satisfaction of the Issuer and the Security Agent is found and implemented within a period of thirty (30) calendar days and to the extent this event would not have a material adverse effect on the interest of the Noteholders.

3. Transaction Accounts

3.1 Issuer Collection Account

The Issuer will maintain with the Account Bank the Issuer Collection Account to which all amounts received (i) in respect of the Mortgage Receivables and (ii) from the other parties to the Transaction Documents will be paid.

The Administrator will identify all amounts paid into the Issuer Collection Account by crediting such amounts to ledgers established for such purpose. Payments received in respect of the Mortgage Receivables will be identified as principal or revenue receipts and credited to a principal ledger (the “**Principal Ledger**”) or a revenue ledger (the “**Revenue Ledger**”), as the case may be. In particular, the amounts forming part of the Notes Interest Available Amount will be credited to the Revenue Ledger. The amounts forming part of the Notes Redemption Available Amount will be credited to the Principal Ledger.

If at any time (i) the short-term IDR of the Account Bank is assigned a rating of less than the Fitch Required Minimum Short Term Rating or any of such rating is withdrawn, or (ii) if (A) the long-term IDR of the Account Bank is assigned a rating of less than the Fitch Required Minimum Long Term Rating or such rating is withdrawn, or (B) the long-term unsecured unsubordinated and unguaranteed debt obligations of the Account Bank are assigned a rating of less than the Moody's Required Minimum Ratings or such rating is withdrawn, the Issuer will be required within thirty (30) calendar days to transfer the balance of the relevant Transaction Accounts to an alternative bank with the Required Minimum Rating or to find a third party, acceptable to the Rating Agencies, to guarantee the obligations of the Account Bank.

If the Transaction Accounts were transferred to an alternative Account Bank in accordance with paragraph (a) above, the Issuer may opt to re-transfer the Transaction Accounts to the original Account Bank provided that the obligations of the original Account Bank are guaranteed by a third party with the Required Minimum Ratings as from the time of such re-transfer.

If a third party has granted a guarantee for the obligations of the original Account Bank in accordance with paragraph (b) above, the Issuer may opt to terminate such guarantee provided that the Transaction Accounts are transferred to an alternative Account Bank with the Required Minimum Ratings by the time of such termination.

If at the time when a transfer of the relevant Transaction Accounts would otherwise have to be made under the Account Bank Agreement, there is no other bank which has the Required Minimum Ratings and which is willing, acting reasonably, to act as account bank under the Transaction Documents and if the Security Agent so agrees, the Transaction Accounts will not need to be transferred until such time as there is a bank which has the Required Minimum Ratings and which is willing, acting reasonably, to act as account bank under the Transaction Documents, whereupon such transfer will be made to the bank meeting such criteria within one (1) month of identification of such bank.

The Issuer may, upon proposal of the Corporate Service Provider, appoint an investment manager proposed by the Corporate Service Provider, which will have the option to invest any balance standing to the credit of the Transaction Accounts in:

- (a) euro denominated securities with a maturity not beyond the next succeeding Monthly Payment Date, in each case provided that such securities have been assigned:
 - (i) a rating of at least Prime-1 or A2 by Moody's where the Notes are rated Aaa(sf) by Moody's (or, where the Notes would have a lower rating by Moody's, such corresponding lower rating applicable to eligible investments in structured finance transactions as set forth by the relevant Moody's rating criteria at the time the investment is made); and
 - (ii) a rating of:
 - (A) where the Notes are rated AAA(sf), for securities with a maturity up to 30 days, at least F1 or, only if a long-term rating is available, A by Fitch; or
 - (B) where the Notes are rated AA(sf), for securities with a maturity up to 30 days, at least F2 or, only if a long-term rating is available, A- by Fitch; or
 - (C) for securities with a maturity exceeding 30 days, up to 365 days, at least F1+ or, only if a long-term rating is available, AA- by Fitch; or

- (b) guaranteed investment contracts or similar accounts with a maturity not beyond the next succeeding Monthly Payment Date, provided that:
 - (i) such investment contracts or accounts are held with a counterparty (A) which has, where the Notes are rated AAA(sf), a short-term IDR of at least F1 or a long-term IDR of at least A, or, where the Notes are rated AA(sf), a short-term IDR of at least F2 or a long-term IDR of at least A-, and (B) whose long-term unsecured unsubordinated and unguaranteed debt obligations are assigned a rating at least equal to the Moody's Required Minimum Ratings, alternative bank with the Required Minimum Rating, and will provide for replacement clauses or similar mitigating clauses in case the counterparty no longer satisfies the rating requirements under (A) or (B); and
 - (ii) the notional amount of such investment or account is unconditionally guaranteed.

each of (a) and (b) being referred to as the **Permitted Investments** .

Payments may be made from the Issuer Collection Account other than on a Monthly Payment Date only (i) to satisfy amounts due to third parties (other than pursuant to the Transaction Documents) and payable in connection with the Issuer's business and (ii) as provided for in the relevant Transaction Documents.

3.2 Reserve Account

The Issuer will also maintain with the Account Bank the Reserve Account. On the Closing Date, part of the proceeds of the Subordinated Loan will be credited to the Reserve Account up to an amount of EUR 36,000,000.

Amounts credited to the Reserve Account will be available on any Monthly Payment Date to meet items (i) to (v) (inclusive) of the Interest Priority of Payments. Any drawing under the Reserve Account by the Issuer shall only be made on a Monthly Payment Date if and to the extent there is a shortfall in the Notes Interest Available Amount to meet items (i) to (v) (inclusive) in the Interest Priority of Payments in full on that Monthly Payment Date, before drawing on the Reserve Account.

The Reserve Account Required Amount shall on any Monthly Calculation Date be equal to (i) EUR 36,000,000, or (ii) zero, on the Optional Redemption Date whereon the Notes have been or are to be redeemed in full, subject to the Conditions.

To the extent that the balance standing to the credit of the Reserve Account on any Monthly Calculation Date exceeds the Reserve Account Required Amount, such excess shall be drawn from the Reserve Account on the immediately succeeding Monthly Payment Date and shall form part of the Notes Interest Available Amount on that Monthly Payment Date.

After all amounts of interest and principal due in respect of the Notes have been paid and all payments or provisions of the Interest Priority of Payments ranking higher in priority have been made, any amount standing to the credit of the Reserve Account will be applied to repay or partially repay, as the case may be, the Subordinated Loan.

3.3 Deposit Account

The Issuer may be required to establish a Deposit Account in accordance with the terms of the Mortgage Receivables Purchase Agreement for the deposit of the Risk Mitigation Deposit Required Amount (see further *Mortgage Receivables Purchase Agreement – 8. Risk Mitigation Deposit*).

4. Priority of Payments in respect of interest

Prior to the delivery of an Enforcement Notice by the Security Agent, the sum of the following amounts referred to under items (a) up to and including (k), calculated as at each Monthly Calculation Date (being the fourth Business Day prior to each Monthly Payment Date) and which have been received or deposited during the Monthly Calculation Period immediately preceding such Monthly Calculation Date or, with respect to the amounts referred to under item (f), on the immediately succeeding Monthly Payment Date, (the sum of items (a) up to and including (k) being hereafter referred to as the “**Notes Interest Available Amount**”):

- (a) as interest, including penalty interest, on the Mortgage Receivables;
- (b) as interest accrued on the Transaction Accounts;
- (c) as Prepayment Penalties under the Mortgage Loans;
- (d) as Net Proceeds on any Mortgage Receivables;
- (e) as amounts to be drawn from the Reserve Account on the immediately succeeding Monthly Payment Date (excluding, for the avoidance of doubt, any amount remaining in the Reserve Account after all amounts of interest and principal due in respect of the Notes have been paid in full and all payments or provisions of the Interest Priority of Payments ranking higher in priority have been made);
- (f) as amounts to be received from the Swap Counterparty under the Swap Agreement on the immediately succeeding Monthly Payment Date, if any, excluding, for the avoidance of doubt, any collateral transferred pursuant to the Swap Agreement;
- (g) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement or any other amounts received pursuant to the Mortgage Receivables Purchase Agreement, to the extent such amounts do not relate to principal;
- (h) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Pledge Agreement to the extent such amounts do not relate to principal;
- (i) as amounts received as post-foreclosure proceeds on the Mortgage Receivables;
- (j) any (remaining) amounts standing to the credit of the Issuer Collection Account to the extent they do not relate to principal; and
- (k) any amounts (provided that these are used solely as indemnity for losses of scheduled interest on the Mortgage Receivables as a result of Commingling Risk) to be used as Notes Interest Available Amount from the funds credited to the Deposit Account in accordance with the provisions of Mortgage Receivables Purchase Agreement and as described under under paragraph *Risk Mitigation Deposit* in the section *Mortgage Receivables Purchase Agreement* below, which are transferred from the Deposit Account to the Issuer Collection Account,

will pursuant to the terms of the Pledge Agreement be applied by the Issuer on the immediately succeeding Monthly Payment Date as follows (in each case only if and to the extent that payments of a higher order of priority have been made in full), (the “**Interest Priority of Payments**”):

- (i) *first*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of any amounts, if any, due and payable to the Issuer Directors in connection with the Issuer Management Agreements;
- (ii) *second*, in or towards satisfaction of fees and expenses due and payable to the Administrator under the Issuer Services Agreement;
- (iii) *third*, in or towards satisfaction of any fees due and payable to the Security Agent under the Pledge Agreement and of any costs, charges, liabilities and expenses incurred by the Security Agent under or in connection with any of the Transaction Documents, including, but not limited to, fees and expenses of any legal advisor, auditor and/or accountant appointed by the Security Agent;
- (iv) *fourth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, (i) of any amounts due and payable to third parties under obligations incurred in connection with the Issuer's business (other than under the Transaction Documents), including, without limitation, in or towards satisfaction of sums due or provisions for any payment of the Issuer's liability, if any, to tax and sums due to any Rating Agency and fees and expenses of any legal advisor, auditor and/or accountant appointed by the Issuer, (ii) fees and expenses due to the Domiciliary Agent, the Listing Agent and the Reference Agent under the Agency Agreement, (iii) fees and expenses due to the Servicer under the Issuer Services Agreement and (iv) fees and expenses due and payable to the Corporate Services Provider under the Issuer Services Agreement;
- (v) *fifth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) all amounts of interest due or interest accrued but unpaid in respect of the Notes and (ii) amounts, if any, due but unpaid under the Swap Agreement, (except for any termination payment due or payable as a result of the occurrence of an Event of Default (as defined therein) where the Swap Counterparty is the Defaulting Party or an Additional Termination Event (as defined therein) relating to the credit rating of the Swap Counterparty (as such terms are defined in the Swap Agreement) (a "**Swap Counterparty Default Payment**") payable under (xi) below but excluding, for the avoidance of doubt, the repayment to the Swap Counterparty of Excess Swap Collateral;
- (vi) *sixth*, in or towards making good any shortfall reflected in the Notes Principal Deficiency Ledger until the debit balance, if any, on the Notes Principal Deficiency Ledger is reduced to zero;
- (vii) *seventh*, in or towards satisfaction of any sums required to replenish the Reserve Account up to the amount of the Reserve Account Required Amount;
- (viii) *eighth*, in or towards making good any shortfall reflected in the Subordinated Loan Principal Deficiency Ledger until the debit balance, if any, on the Subordinated Loan Principal Deficiency Ledger is reduced to zero;
- (ix) *ninth*, in or towards satisfaction of any sums required to replenish the Deposit Account up to to the amount of the Risk Mitigation Deposit Required Amount, to the extent the Seller has not credited such sums to the Deposit Account before the relevant Monthly Calculation Date;
- (x) *tenth*, in or towards satisfaction of interest due or interest accrued but unpaid on the Subordinated Loan in accordance with the terms of the Subordinated Loan Agreement;

- (xi) *eleventh*, in or towards satisfaction of the Swap Counterparty Default Payment payable to the Swap Counterparty under the terms of the Swap Agreement;
- (xii) *twelfth*, in or towards satisfaction of interest due or interest accrued but unpaid in respect of the Expenses Subordinated Loan in accordance with the terms of the Expenses Subordinated Loan Agreement;
- (xiii) *thirteenth*, in or towards satisfaction of principal due and payable but unpaid in respect of the Expenses Subordinated Loan in accordance with the terms of the Expenses Subordinated Loan Agreement;
- (xiv) *fourteenth*, in or towards transfer to the Share Capital Account on the Monthly Payment Date falling in July of amounts payable to the Issuer under the Mortgage Receivables Purchase Agreement; and
- (xv) *fifteenth*, in or towards satisfaction of any payments due in connection with the Deferred Purchase Price to the Seller.

5. Priority of Payments in respect of principal

Prior to the delivery of an Enforcement Notice by the Security Agent, the sum of the following amounts referred to under items (a) up to and including (h), calculated as at any Monthly Calculation Date, as being received or deposited during the immediately preceding Monthly Calculation Period (the sum of items (a) up to and including (h) hereinafter referred to as the “**Notes Redemption Available Amount**”):

- (a) by means of repayment and prepayment in full of principal under the Mortgage Receivables from any person, but, for the avoidance of doubt, excluding Prepayment Penalties;
- (b) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement and any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal;
- (c) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Pledge Agreement to the extent such amounts relate to principal;
- (d) as amounts to be credited to the Principal Deficiency Ledger under items (vi) and (viii) of the Interest Priority of Payments on the immediately succeeding Monthly Payment Date;
- (e) as partial prepayment in respect of Mortgage Receivables;
- (f) any amounts (provided that these are used solely as indemnity for losses of scheduled principal on the Mortgage Receivables as a result of Commingling Risk) to be used as Notes Redemption Available Amount from the funds credited to the Deposit Account in accordance with the provisions of the Mortgage Receivables Purchase Agreement and as described under *Risk Mitigation Deposit* in the section *Mortgage Receivables Purchase Agreement* below, which are transferred from the Deposit Account to the Issuer Collection Account;
- (g) any part of the Notes Redemption Available Amount calculated on the immediately preceding Monthly Calculation Date which has not been applied towards redemption of the Notes on the preceding Monthly Payment Date; and

- (h) any amount remaining in the Reserve Account after all amounts of interest and principal due in respect of the Notes have been paid in full and all payments or provisions of the Interest Priority of Payments ranking higher in priority have been made,

will, pursuant to the Pledge Agreement, be applied by the Issuer on the Monthly Payment Date immediately succeeding such Monthly Calculation Date as follows (and in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the “**Principal Priority of Payments**”):

- (i) *first*, in or towards satisfaction of principal amounts due under the Notes until fully redeemed;
- (ii) *second*, in or towards satisfaction of principal amounts due under the Subordinated Loan until fully repaid.

6. **Priority of Payments upon Enforcement**

Following delivery of an Enforcement Notice any amounts payable by the Security Agent under the Pledge Agreement will be applied in the following order of priority (and in each case only if and to the extent payments of a higher priority have been made in full) (the “**Priority of Payments upon Enforcement**”):

- (i) *first*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of any amounts, if any, due and payable to the Issuer Directors in connection with the Issuer Management Agreements;
- (ii) *second*, in or towards satisfaction of fees and expenses due and payable to the Administrator under the Issuer Services Agreement;
- (iii) *third*, in or towards satisfaction of any fees due and payable to the Security Agent under the Pledge Agreement and of any cost, charge, liability and expenses incurred by the Security Agent under or in connection with any of the Transaction Documents, which will include, *inter alia*, the fees and expenses of any legal advisor, auditor and/or accountant appointed by the Security Agent;
- (iv) *fourth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) the fees and expenses of the Domiciliary Agent, the Listing Agent and the Reference Agent incurred under the provisions of the Agency Agreement, (ii) the fees and expenses of the Servicer under the Issuer Services Agreement and (iii) the fees and expenses due and payable to the Corporate Services Provider under the Issuer Services Agreement;
- (v) *fifth*, in or towards satisfaction of amounts, if any, due but unpaid to the Swap Counterparty under the Swap Agreement including any amount to be paid by the Issuer upon early termination of the Swap Agreement as determined in accordance with its terms but excluding any Swap Counterparty Default Payment payable under subparagraph (x) below, excluding, for the avoidance of doubt, the repayment to the Swap Counterparty of Excess Swap Collateral;
- (vi) *sixth*, in or towards satisfaction of all amounts of interest due or interest accrued but unpaid in respect of the Notes;
- (vii) *seventh*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Notes;

- (viii) *eighth*, in or towards satisfaction of all amounts of interest due or interest accrued but unpaid in respect of the Subordinated Loan;
- (ix) *ninth*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Subordinated Loan;
- (x) *tenth*, in or towards satisfaction of the Swap Counterparty Default Payment payable to the Swap Counterparty under the terms of the Swap Agreement;
- (xi) *eleventh*, in or towards satisfaction of all amounts of interest due, interest accrued and principal due but unpaid in respect of the Expenses Subordinated Loan; and
- (xii) *twelfth*, in or towards satisfaction of any payments due in connection with the Deferred Purchase Price to the Seller.

7. Subordinated Loan

On the Closing Date the Seller will make available to the Issuer the Subordinated Loan. The Subordinated Loan will be in an amount of EUR 366,000,000 and will up to an amount of EUR 330,000,000 be used by the Issuer to pay to the Seller part of the Initial Purchase Price for the Mortgage Receivables, pursuant to the Mortgage Receivables Purchase Agreement.

Part of the proceeds of the Subordinated Loan up to an amount of EUR 36,000,000 will be used by the Issuer to credit the Reserve Account. The remaining part of the proceeds of the Subordinated Loan will be credited to the Issuer Collection Account.

If the Notes Interest Available Amount is not sufficient to pay all the interest due under the Subordinated Loan on a Monthly Payment Date, the unpaid part of the interest due under the Subordinated Loan will be deferred to the next succeeding Monthly Payment Date.

8. Expenses Subordinated Loan

On the Closing Date the Seller will make available to the Issuer the Expenses Subordinated Loan. The Expenses Subordinated Loan will be in an amount of EUR 1,000,000 and will be used by the Issuer to pay certain initial costs and expenses in connection with the issue of the Notes.

9. Principal Deficiency Ledger

A “**Principal Deficiency Ledger**” comprising two sub-ledgers (the Notes Principal Deficiency Ledger and the Subordinated Loan Principal Deficiency Ledger) will be established by or on behalf of the Issuer in order to record a Principal Deficiency. On each Monthly Calculation Date, the Monthly Principal Deficiency will be debited to the Subordinated Loan Principal Deficiency Ledger (such debit items, together with the debit balance, if any, on the Subordinated Loan Principal Deficiency Ledger on the immediately preceding Monthly Payment Date being credited at item (viii) of the Interest Priority of Payment, to the extent that any part of the Notes Interest Available Amount is available for such purpose) so long as the debit balance on such ledger is less than EUR 330,000,000 (the “**Subordinated Loan Principal Deficiency Limit**”) and thereafter such amount will be debited to the Notes Principal Deficiency Ledger (such debit items, together with the debit balance, if any, on the Notes Principal Deficiency Ledger on the immediately preceding Monthly Payment Date being credited at item (vi) of the Interest Priority of Payments, to the extent that any part of the Notes Interest Available Amount is available for such purpose) so long as the debit balance on such ledger is less than Principal Amount Outstanding of the Notes (the “**Notes Principal Deficiency Limit**”).

“**Principal Deficiency**” means, on any Monthly Calculation Date, the sum of:

- (a) the Monthly Principal Deficiency calculated on such Monthly Calculation Date; and
- (b) the debit balance, if any, on the Principal Deficiency Ledger on the immediately preceding Monthly Payment Date.

“**Monthly Principal Deficiency**” means, on any Monthly Calculation Date, the aggregate Outstanding Principal Amount of the Mortgage Receivables that have become Defaulted Receivables during the immediately preceding Monthly Calculation Period.

10. Interest Rate Hedging

The Eligibility Criteria require that all Mortgage Loans bear a rate of interest which is fixed for an agreed interest period which can either be equal to or shorter than the term of the Mortgage Loan. If the interest period is shorter than the term of the Mortgage Loan, the rate of interest is subject to a reset at the end of the interest period. The interest rate on the Transaction Accounts is a floating rate. The interest rate payable by the Issuer with respect to the Notes is calculated as a margin over Euribor (whereby the interest rate applicable to the Notes will never be lower than zero). The Issuer will hedge its interest rate exposure by entering into the Swap Agreement with the Swap Counterparty.

Under the Swap Agreement, the Issuer will agree to pay on each Monthly Payment Date (being each Collection Date):

(I) the sum of:

- (a) the aggregate amount of interest actually received by the Issuer and credited to the Issuer’s Collection Account in respect of the Mortgage Receivables, during the immediately preceding Monthly Calculation Period; and
- (b) the interest accrued on the Transaction Accounts during the immediately preceding Monthly Calculation Period; and
- (c) the amounts received by the Issuer in respect of Prepayment Penalties under the Mortgage Loans and credited to the Issuer’s Collection Account during the immediately preceding Monthly Calculation Period; and
- (d) the amounts received by the Issuer during the immediately preceding Monthly Calculation Period in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement or any other amounts received pursuant to the Mortgage Receivables Purchase Agreement during the immediately preceding Monthly Calculation Period, to the extent such amounts do not relate to principal provided that any such amounts were credited to the Issuer’s Collection Account; and
- (e) the amounts received by the Issuer during the immediately preceding Monthly Calculation Period in connection with a sale of Mortgage Receivables pursuant to the Pledge Agreement to the extent such amounts do not relate to principal provided that any such amounts were credited to the Issuer’s Collection Account; *less*
- (f) the operating expenses set out in items (i) up to and including (iv) of the Interest Priority of Payments payable during the relevant Monthly Calculation Period.

multiplied by

(II)

- (a) the Principal Outstanding Amount of the Notes on the immediately preceding Monthly Payment Date; *divided by*
- (b) the sum of (i) the Principal Outstanding Amount of the Notes on immediately preceding Monthly Payment Date and (ii) an amount equal to the outstanding amount of the Subordinated Loan on the immediately preceding Monthly Payment Date minus the balance on the Subordinated Loan Principal Deficiency Ledger on the immediately preceding Monthly Payment Date.

In order to facilitate payments by the Issuer of interest amounts due on the Notes, the Swap Counterparty will agree to make a monthly payment to the Issuer on each Monthly Payment Date calculated by applying a floating rate of interest equal to that due on the Notes (meaning the Floating Rate of Interest as set out in Condition 4.4(d) and a margin of 0.60 per cent. up to (but excluding) the First Optional Redemption Date falling in May 2021 or a margin of 1.20 after the First Optional Redemption Date falling in May 2021) to a notional amount which will be calculated on a monthly basis and will be equal to the Principal Outstanding Amount of the Notes on the immediately preceding Monthly Payment Date minus the balance of the Notes Principal Deficiency Ledgers on the immediately preceding Monthly Payment Date .

10.2 Downgrade of Swap Counterparty

Moody's rating triggers

Pursuant to the Swap Agreement, if, at any time neither the Swap Counterparty nor the guarantor of the Swap Counterparty (if any) (either such party a “**Relevant Entity**”) has the Qualifying Collateral Trigger Rating and at least thirty (30) Local Business Days (as defined in the Swap Agreement) have elapsed since the last time a Relevant Entity had the Qualifying Collateral Trigger Rating, then the Swap Counterparty will post collateral to the Issuer in accordance with the terms of the Swap Agreement. Furthermore, if no Relevant Entity has the Qualifying Transfer Trigger Rating at any time, the Swap Counterparty will, at its own cost, use commercially reasonable efforts to procure a guarantee from a guarantor with at least the Qualifying Transfer Trigger Rating or to transfer the Swap Agreement to an entity with sufficient ratings.

For the purposes of the above:

Qualifying Collateral Trigger Rating means a counterparty risk assessment from Moody's of A3(cr) of above and

Qualifying Transfer Trigger Rating means a counterparty risk assessment from Moody's of Baa2(cr) of above.

Fitch rating triggers

- (a) Pursuant to the Swap Agreement, if, at any time, an Initial Fitch Rating Event occurs, the Swap Counterparty will will at its own cost within thirty (30) calendar days (or fourteen (14) calendar days in the case of option (i) or pending compliance with the action under (ii), (iii) or (iv)) of such occurrence) either:
 - (i) post collateral to the Issuer in the Swap Collateral Account in accordance with the terms of the Swap Agreement; or

- (ii) transfer all of its rights and obligations under the Swap Agreement to a replacement third party with a rating at least as high as the Fitch Required Ratings;
 - (iii) procure that a third party that has the Fitch Required Ratings, unconditionally guarantees the obligations of the Swap Counterparty under the Swap Agreement; or
 - (iv) take such other action as will result in the ratings of the Notes then outstanding being restored to or maintained at the level they were at immediately prior to occurrence of the Initial Fitch Rating Event.
- (b) Pursuant to the Swap Agreement, if, at any time, a Subsequent Fitch Rating Event occurs, the Swap Counterparty will, at its own cost, within thirty (30) days of such occurrence (or, in the case of (i) or pending compliance with the actions under (ii), within fourteen (14) calendar days of such occurrence):
- (i) post collateral to the Issuer in the Swap Collateral Account in accordance with the terms of the Swap Agreement; and
 - (ii) use commercially reasonable efforts to:
 - (A) transfer all of its rights and obligations under the Swap Agreement to a replacement third party with a rating at least as high as the Fitch Required Ratings; or
 - (B) procure that a third party that has the Fitch Required Ratings, unconditionally guarantees the obligations of the Swap Counterparty under the Swap Agreement; or; or
 - (C) take such other action as will result in the ratings of the Notes then outstanding being restored to or maintained at the level they were at immediately prior to occurrence of the Subsequent Fitch Rating Event,

in each case in accordance with and subject to the provisions of the Swap Agreement.

For the avoidance of doubt, if the Swap Counterparty has taken one of the measures (other than the transfer of its rights and obligations to a third party) set out in sub-clauses (a) and (b) above, it may at any time and in the alternative take one of the other actions listed the relevant sub-clause. In the event that the Swap Counterparty has posted collateral pursuant to the Swap Agreement in accordance with sub-clauses (a) or (b) above and later takes one of the alternative actions listed in such sub-clauses above, any collateral so posted by the Swap Counterparty to the Issuer will be returned to the Swap Counterparty pursuant to the terms of the Swap Agreement. This will not however affect the obligations of the Swap Counterparty to post collateral in accordance with the Swap Agreement with respect to the rating issued to the Swap Counterparty at such time by Moody's.

For the purposes of items (a) and (b) above:

“Initial Fitch Rating Event” means that no Relevant Entity has the Fitch Required Ratings;

“Fitch Required Ratings” means that the long-term IDR of an entity is rated at least “A-” by Fitch and the short-term IDR of an entity is rated at least “F1” by Fitch;

“Subsequent Fitch Rating Event” means that no Relevant Entity has the Fitch Subsequent Required Ratings;

“Fitch Subsequent Required Ratings” means that the long-term IDR of an entity is rated at least “BBB-” by Fitch and the short-term IDR of an entity is rated at least “F3” by Fitch;

10.3 Swap Collateral Account

If any collateral in the form of cash is provided by the Swap Counterparty to the Issuer, the Administrator will, upon request from the Issuer, use reasonable efforts to assist the Issuer to open a separate account with a bank (other than the Account Bank or the Swap Counterparty) with the Required Minimum Ratings in which such cash provided by the Swap Counterparty will be credited. If any collateral in the form of securities is provided, the Administrator will, upon request from the Issuer, use reasonable efforts to assist the Issuer to open a custody account with a bank (other than the Account Bank or the Swap Counterparty) with the Required Minimum Ratings in which such securities provided by the Swap Counterparty will be credited. No payments or deliveries may be made in respect of such accounts (any such account, a **“Swap Collateral Account”**) other than to return Excess Swap Collateral to the Swap Counterparty (outside of the Interest Priority of Payments) and to satisfy all or part of any termination amount payable by the Swap Counterparty to the Issuer on termination of the swap transaction, as more particularly described in the Swap Agreement.

“Excess Swap Collateral” means an amount equal to the value of any collateral transferred to the Issuer by the Swap Counterparty under the Swap Agreement that is in excess of the Swap Counterparty’s liability to the Issuer thereunder (i) as at the termination date of the transaction entered into under such Swap Agreement or (ii) as at any other date of valuation in accordance with the terms of the Swap Agreement.

11. Sale of Mortgage Receivables

Under the terms of the Pledge Agreement, the Issuer will have the right to sell and assign all but not some of the Mortgage Receivables on each Optional Redemption Date to a third party, which may also be the Seller, at arm’s length conditions, provided that the Issuer shall apply the proceeds of such sale, to the extent relating to principal, to redeem the Notes in accordance with Condition 4.5 (e).

In addition, pursuant to the Mortgage Receivables Purchase Agreement, the Issuer has the obligation to sell and assign to the Seller and the Seller has the obligation or the right to repurchase certain Mortgage Receivables in certain events and the right to exercise the Clean-Up Call Option or the Regulatory Call Option provided that, in the case of the Regulatory Call Option and the Clean-Up Call Option, the Issuer has sufficient funds to pay all amounts due in respect of the Notes upon the exercise of such option by the Seller.

The purchase price of the Mortgage Receivables in the event of a repurchase or reassignment other than (i) pursuant to a breach of representation and warranty in relation to such Mortgage Receivable or its related Mortgage Loan or (ii) upon a Non-Permitted Variation shall be equal to the Optional Repurchase Price.

The purchase price of each Mortgage Receivable in the event of a repurchase or reassignment (i) pursuant to a breach of representation and warranty in relation to such Mortgage Receivable or its related Mortgage Loan and (ii) upon the occurrence of a Non-Permitted Variation, shall be equal to the Repurchase Price.

OVERVIEW OF BELGIAN MORTGAGE MARKET

1. Economic environment

The Belgian economy recovered well after the slowdown of 2001-2002, and performed strongly in the subsequent years, as economic activity was supported by a benign global environment. However, the picture changed drastically as the financial crisis struck: for 2009, Belgium's real GDP growth was -2.6%, which was still better than the euro area average GDP decline of -4.6%. Belgium succeeded well in its return to growth in 2010. The EMU crisis resulted in a new economic slowdown. Unlike the euro area as a total, Belgium did not face a new recession, however, with GDP growth remaining slightly positive in 2012-2013. The recovery that started in Spring 2013 continued in 2015 with yearly growth at 1.4%, the first time it was less than the euro area average (1.6%) since 2006 mainly due to the impact of budgetary austerity. We expect Belgian real GDP growth to remain around 1.5% for the next couple of years.

Belgium boosted its competitiveness in recent years thanks to persistent wage restraint. This development – along with regional government employment measures – helped to create more jobs. Unemployment declined from a peak of 8.7% early 2015 to 7.9% at the start of 2016. Inflation rose from -0.7% in January 2015 to around 1.5% since November 2015. This reflected price adjustments on the government's initiative, such as the end of the impact of the April 2014 VAT reduction on electricity, the raising of registration fees in higher education, and a fresh VAT increase on electricity towards the end of the year. Uncertainty regarding a possible Grexit briefly drove up the spread between Belgian ten-year government bonds and their German counterparts to more than 50 basis points at the beginning of July, though for the rest of the time, the spread mostly fluctuated around 30 basis points.

(Data sources: *NBB.Stat, Eurostat, European Commission*)

2. Belgian mortgage lending market dominated by banks

Following the consolidation wave of 1991, the Belgian banking landscape changed from being predominantly dominated by public credit institutions to a consolidated environment controlled by a handful of major banking groups. The four biggest players, KBC Bank, Belfius, BNP Paribas Fortis and ING, control nearly 70% of the mortgage lending market, where other credit and financial institutions (smaller banks, insurance companies, savings banks) and mortgage shops cover the remainder. Mid 2012, KBC Bank held a solid market share of 19% of total outstanding mortgage loans. Since the financial crisis of 2008, financial institutions have become more aware of the profitability of the product itself (home loans): margins have grown substantially since 2011.

End 2016 the Mortgage Credit Directive will be implemented in Belgium. Biggest change will be the introduction of a 'JKP' (yearly cost percentage) and the 'ESIS' (European Standardised Information Sheet) for customers. The ESIS must give the customers the opportunity to compare offers of home loans more easily.

(Source: *KBC Bank NV- own estimate*)

3. Housing market features and outlook

It has often been said that "Belgians are born with a brick in their stomach" and, indeed, there is a lot of truth in this, as an estimated 72% of the Belgians own their houses. This is more than in the EMU as a whole (67%), but the EMU figure is depressed by the low rate of owner occupation in the two largest member states, Germany and France (Data source: *Eurostat, housing statistics, population by tenure status data from 2014*)

In the past decade, the Belgian housing market has been characterised by a steady growth underpinned by an increasing number of households (itself driven by strong population growth and a declining average number of persons per household) and declining interest rates, which reached an historical low in 2015. Property prices in Belgium have gone up sharply over the past decade and a half. In 2009 prices were only briefly hit by the financial crisis, contrary to several other euro area countries like Spain, Ireland and the Netherlands. After rising sharply again in 2010-2011, prices appear to have stabilized since mid-2012. In the first three quarters of 2015 price were down 0.5% compared to the same period a year earlier (Data source: *FOD Economie*).

Strong population growth (driven by immigration) and the dilution of households have pushed up demand for housing over the last two decades. Since the turn of the millennium, this demand has shifted more to rented accommodation, which appears to have brought the long-term trend of increasing numbers of people owning their own home to a halt. After the supply of housing was strengthened in the 1990s, the ratio of accommodation to households started to fall again from 2000 on and the market became tighter. Nevertheless, greater investment in new builds since 2004 prevented the mounting demand for accommodation from developing into a housing deficit. The sharp increase in property prices in Belgium, however, was not accompanied by a veritable building boom, as was the case in Spain and Ireland.

Depending on the approach chosen, measures for valuing the Belgian property market point to an overvaluation in Q3 2015 of between -2% and more than +50%. This difference in itself shows that there is considerable uncertainty as to how these measures should be interpreted. The most extreme overvaluation has been generated by traditional price-to-income and price-to-rent ratios, which do have major shortcomings however. More reliable and comprehensive approaches (interest-adjusted affordability and regression analysis) do not suggest a major overvaluation, as past price trends were broadly in line with demographics, income development and borrowing costs (Data sources: *FOD Economie*; *ECB*; *own calculation of valuation measures*).

Although it is difficult to make an international comparison of price levels, the data available suggests that house prices in Belgium are not unusually higher than elsewhere in Europe. Indeed, at the end of 2014, the average price for single-family houses was 5% higher than the average of a set of EU countries. Moreover, Eurostat housing quality data also points out that the physical quality and comfort of Belgian housing are above average in comparison with other European countries. Taken that into account, Belgian house price are surely not too expensive in a European context (Data source: *different national statistical offices*).

The sharp house price increase coincided with a strong increase in mortgage lending. This growth was driven by tax incentives and falling interest rates, which resulted in more and more real estate transactions being funded by loans. Up until 2005, rising property prices were also responsible for pushing up the average amount being borrowed. Since then, the amount of own money used in average funding has increased. The fiscal amnesty (so-called EBA) played a role in this and so has the financial crisis, which stimulated the conversion of financial assets into real estate (especially new buildings), since households still consider property to be a safe investment. The increase in the amount of own funds being used is also being fuelled by the large volume of financial assets held by households in Belgium. As these funds are being put into the property market, prices are being pushed up making it more and more difficult for people to afford real estate that has to be funded out of income and debt.

Gross household indebtedness has risen to about 62% of GDP in 2015, which is still below the euro area average (68% of GDP). Also, household net financial wealth has remained comparatively high in recent years. Furthermore, loan quality is good and there are no signs of it deteriorating in a problematic way. The percentage of loans with delayed payments remained at a low level of only 1.2% in 2015 (Data source: *NBB.Stat*).

Based on KBC's forecasts of factors determining house prices (i.e. demographics, interest rate and household income), it is likely that the soft landing for the Belgian property market will continue in 2016-2017. Due to reductions in the tax deductibility ("bonus lodgement") at the regional levels (i.e. since early 2015 in Flanders and from early 2017 also in Wallonia and Brussels) we believe a small price correction in the short term remains likely, however. A price crash is unlikely in coming years, given that the market is currently correctly valued and that positive demographics and low interest rates will continue to sustain the market. In case prices would unexpectedly fall more strongly, the macroeconomic impact of it would be much more limited in Belgium than was the case in countries like Ireland and Spain, because the boom in Belgium was not accompanied by a surge in house building nor an excessive debt accumulation. Given that the vast majority of homes in Belgium are occupied by the owner, negative wealth effects on consumption would moreover be negligible, while lower property prices in themselves would not affect people's ability to repay their mortgages.

4. Mortgage market features

Belgian borrowers have some distinct characteristics (Source: *Statistics UPC/BVK for period 2000-2015*):

- end 2015, borrowers predominantly prefer to take out a longer fixed rate period. 80.5% is fixed permanently and an additional 8.7% is fixed for the first ten years of the loan;
- limited amount of short-term variable rate loans are originated. Only 3.9% is variable in a time period of one to five years;
- average mortgage loan for the purchase of a home in 2015 was approximately Euro 144,533. The average mortgage loan for the purchase of a house and renovation was approximately Euro 155,400; and
- the vast majority of mortgage loans are taken out for the purchase of an existing property, as opposed to loans for new construction, which made up only 10% of new loans in 2015.

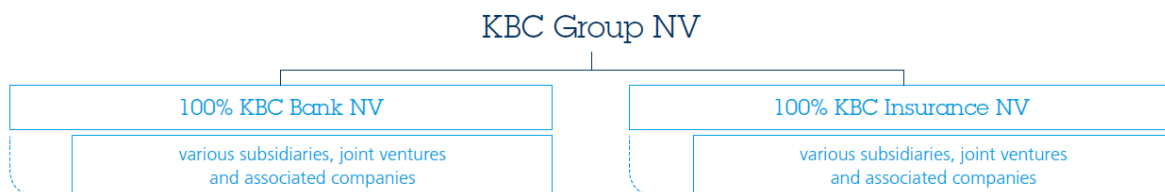
KBC BANK NV

1. Creation

KBC Bank NV (“**KBC Bank**”), a wholly-owned subsidiary of KBC Group NV, was established in Belgium in 1998 as a bank (with number BE-0462.920.226) for an unlimited duration and operates under the laws of Belgium. KBC Bank's registered office is at Havenlaan 2, B-1080 Brussels, Belgium and it can be contacted via its Telecenter (+32) (0) 16 43 29 15. As KBC Bank is a wholly owned subsidiary of KBC Group NV, KBC Bank is indirectly controlled by the shareholders of KBC Group NV (KBC Group NV together with its subsidiaries, “**KBC Group**” or “**KBC**”).

In short, KBC Bank was initially formed through the merger of the banking operations of the Almanij Kredietbank group and CERA Bank group (“**CERA**”). The merger combined the operations of four Belgian banks: Kredietbank, CERA, Bank van Roeselare and CERA Investment Bank. KBC Bank is registered as a credit institution with the National Bank of Belgium (NBB).

A simplified schematic of KBC Group's legal structure is provided below. KBC Bank and KBC Insurance NV each have a number of subsidiaries. A list of the subsidiaries of KBC Bank and KBC Insurance NV is available on the website at www.kbc.com. KBC Bank including all companies in the scope of consolidation will henceforth be called “**KBC Bank Group**” in this chapter.



As at the end of December 2015, the share capital of KBC Bank was EUR 8,948 million and consisted of 915,228,482 ordinary shares, one of which is held by its sister company KBC Insurance NV and the remainder are held by KBC Group NV. KBC Group NV's shares are listed on Euronext Brussels. An overview of the shareholding of KBC Group NV is available on the website at www.kbc.com. The core shareholders of KBC Group NV are KBC Ancora, CERA, MRBB and the other core shareholders.

KBC Bank, as full subsidiary of KBC Group NV, also has, besides its banking activities, a holding function for a wide range of group companies, mainly banking and other financial entities in Central and Eastern Europe and in other selected countries, such as Ireland. In its capacity of holding company, KBC Bank is affected by the cash flows from dividends received from these group companies. KBC Bank also functions as funding provider for a number of these group companies.

The major other subsidiary of KBC Group NV is KBC Insurance NV. KBC Bank co-operates closely with KBC Insurance NV, amongst others, in relation to distribution of insurance products.

In light of the developments relating to the global economic and the financial turmoil in the past years and as a result of the subsequent acceptance of financial support from the Belgian State and Flemish Region in 2008 and 2009, KBC Group was required to submit a restructuring plan for review and approval by the European Commission. The European Commission approved the plan (which also affected KBC Bank) on 18 November 2009. The government support and the restructuring plan are discussed further under the sections "*The EU Plan of KBC Group*" (Section 2 – The EU Plan of KBC Group), "*Capital Transactions and Portfolio Protection Agreement with the Government in 2008 and 2009*" (Section 13 – Banking supervision and regulation) and "*The EUR 7 billion core capital securities subscribed by the Belgian State and the*

Flemish Region of Belgium” (Section 13 – Banking supervision and regulation). The restructuring plan has meanwhile been finished and the financial support from the state has been fully paid back.

2. The EU Plan of the KBC Group

Since 2009, KBC Group has been working on a strategic analysis of its group-wide activities and of the economic and financial environment KBC Group operates in. This effort has resulted in a strategic plan, which has been tested under different macroeconomic scenarios. The plan also served as a basis for the European Commission to assess KBC Group's capacity to redeem the capital securities subscribed by the Belgian State and the Flemish Region of Belgium within a reasonable timeframe. The initial plan was cleared by European regulatory authorities on 18 November 2009. A number of changes were proposed later on and the amended plan was accepted by the EC Commission on 27 July 2011 (the “**EU Plan**”).

In the EU Plan, KBC Group refocuses on its core bank-insurance activities in Belgium and four selected countries in Central and Eastern Europe (Czech and Slovak Republics, Hungary and Bulgaria). A number of subsidiaries and activities, many of which related to investment banking activities, had to be scaled down or sold. International corporate lending outside the home markets had to be scaled down.

More specifically, the restructuring plan agreed with the European Commission included a list of activities that had to be divested. The following list contains the principal divestments (for KBC Bank Group) since 2010: KBC Peel Hunt, various specialised merchant banking activities at KBC Financial Products, KBC Asset Management’s UK and Irish activities, KBC Securities Baltic Investment Company, KBC Business Capital, Centea, KBC Concord Asset Management, KBC Securities’ Serbian and Romanian operations, KBC Goldstate, Żagiel, Kredyt Bank, KBC Autolease Polska, KBC Lease Deutschland, participating interests held by KBC Private Equity, Absolut Bank, the minority stake in NLB, KBC Bank Deutschland.

By early October 2014, the KBC Group had implemented all of the divestments. As regards Antwerp Diamond Bank (“**ADB**”) however, given that its previously announced sale to Yinren Group could not be successfully completed, it was decided, in implementation of the agreement made with the European Commission, to run down the loan portfolio and activities of ADB in a gradual and orderly manner. On 1 July 2015, ADB was merged with KBC Bank via absorption.

Over and above the divestments foreseen in the EU Plan, KBC Group also managed to fully scale down its portfolio of CDOs in the space of five years. This also released KBC from the Portfolio Protection Agreement entered into with the Belgian Federal Government on 14 May 2009 (the “**Portfolio Protection Agreement**”) and completely eliminates the KBC Group's exposure to MBIA. Note that KBC is the counterparty to and issuer of further CDO notes - which CDO notes were not covered by the Portfolio Protection Agreement - that are held by investors and will remain outstanding until year-end 2017. Consequently, negligible movements may yet be recorded in KBC Group's income statement in the coming quarters based on changes in the value of these notes.

3. KBC Group Strategy

KBC Bank’s strategy is fully embedded in the strategy of its parent company, KBC Group NV. A summary is given below of the strategy of the KBC Group, where KBC Bank is essentially responsible for the banking business and KBC Insurance NV for the insurance business.

On 17 June 2014, KBC Group organised an Investor Day, at which occasion (among other things) KBC Group presented an update of its strategy and targets. The presentations and press release of the Investor Day are available on the website at www.kbc.com. Below follows a summary:

- KBC Group wants to build on its strengths and be among Europe’s best-performing, retail-focused financial institutions. It will achieve this aim by further strengthening its bank-insurance business

model for retail, SME and mid-cap clients in its core markets in a highly cost-efficient way. The model has reached different stages of implementation in the different core countries. In Belgium, the bank and the insurance company already act as a single operational unit, achieving both commercial and non-commercial synergies. In its other core countries (the Czech Republic, Slovak Republic, Hungary and Bulgaria), KBC Group is targeting at least integrated distribution, so that commercial synergies can be realised by 2017 at the latest.

- Having both banking and insurance activities integrated within one group creates added value for both clients and KBC Group. Going forward, KBC Group will put further emphasis on the seamless fulfilment of client needs through its bank-insurance offering in the core countries, allowing it to create sustainable, long-term client relationships and to diversify its income streams.
- KBC Group will focus on sustainable and profitable growth within a solid risk, capital and liquidity framework. Profitability will take priority over growth or increasing market shares. Risk management is already fully embedded in KBC Group's strategy and decision-making process and KBC Group wishes to secure the independence of the embedded risk framework through closer monitoring by the Group CRO and by reporting to the Board of Directors of each business entity.
- In recent years, KBC Group has invested heavily in its various distribution channels, i.e. its bank branches and insurance agencies, client contact/service centres, websites and mobile apps. KBC Group wants to create added value for its clients by accurately meeting their needs in terms of financial products. Therefore, everything at KBC is based on the client's needs and not on its banking or insurance products and services. To ensure this happens, KBC analyses a raft of information in its databases. KBC wants to allow clients to decide for themselves whether they want a more personalised approach and the resultant offering. It is also the client who chooses how and when these products and services are provided and through which distribution channel. That is why the different channels are accorded equal status at KBC and need to seamlessly complement and reinforce each other. Because KBC Group is strongly embedded in its local markets, and clients' needs are defined by their local environment, each core country will make the necessary changes and investments in its own way and at its own pace.
- The seamless integration of the distribution channels will create a dynamic and client-driven distribution model. The client is at the centre of what KBC Group does. Everything starts from their needs. This will be supported by a performance and client-driven corporate culture that will be implemented throughout the group, with the focus on building long-term client bank-insurance relationships.
- KBC Group has no plans to expand beyond its current geographical footprint. In its core markets (Belgium, the Czech Republic, Hungary, Slovak Republic, Bulgaria), it will strengthen its bank-insurance presence through organic growth or through acquisitions, if attractive opportunities arise (and based on clear and strict financial criteria), and strive for market leadership (a top 3 bank and top 4 insurer) by 2020. For Ireland, KBC's first priority is to become profitable from 2016 onwards (in fact, this has already been reached by the end of 2015). As of then, all available options will be considered (i.e. whether to organically grow a profitable bank, build a captive bank-insurance group or sell a profitable bank).
- The profit, capital and liquidity targets, which the group aims to achieve at the highest level, can be found here. Note that the target for the common equity ratio has been brought in line with the recent regulatory requirements, i.e. the announcement of the ECB's new minimum capital requirements for 2016 (a common equity ratio of at least 9.75%, phased in according to the Danish compromise method) and added to that is the National Bank of Belgium's new capital buffer for systemically important banks (an additional 0.5% in common equity for 2016 to be built up over three years on a straight-line basis to 1.5% in 2018).

Financial targets		By
CAGR total income ('13*-'17) <i>(excl. MTM valuation of ALM derivatives)</i>	≥ 2.25%	2017
CAGR bank-insurance gross income ('13-'17)	≥ 5%	2017
Cost/income ratio	≤ 53%	2017
Combined ratio	≤ 94%	2017
Common equity ratio <i>(phased-in, Danish compromise)</i>	≥ 10.25%	2016
Total capital ratio <i>(fully loaded, Danish compromise)</i>	≥ 17%	2017
NSFR	≥ 105%	2014
LCR	≥ 105%	2014
Dividend payout ratio <i>(incl. coupon paid on state support and AT1)</i>	≥ 50%	2016

* 2013: adjusted result

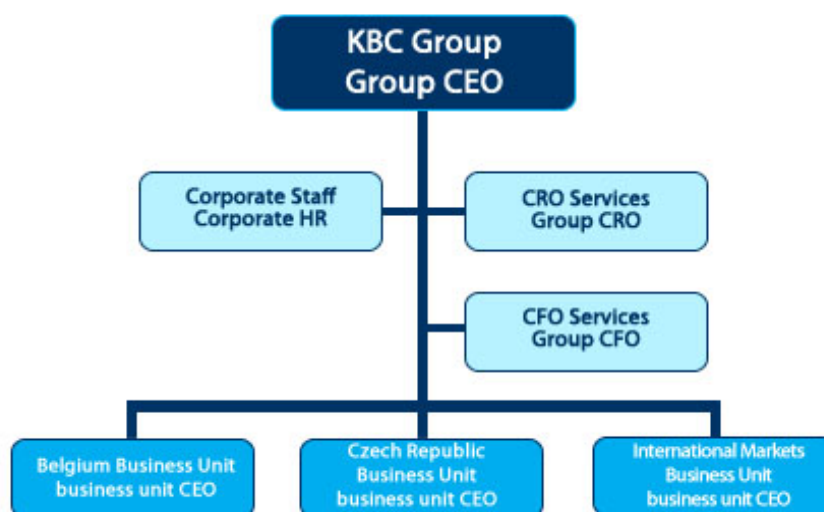
A definition of the above-mentioned ratios can be found in the Investor Day presentation, on the website at www.kbc.com.

The specific strategic focus and initiatives per business unit (Belgium, Czech Republic, International Markets) are highlighted in the press release dd. 17 June 2014, available on the website at www.kbc.com.

4. Management Structure

KBC Group's strategic choices are fully reflected in the group structure, which consists of a number of new business units and support services and which are presented in simplified form as follows:

Structure as from May 1st 2014.



The management structure essentially comprises:

- (i) The three business units. These business units focus on local business and should contribute to sustainable profit and growth by catering for clients’ needs.

The Belgium Business Unit and Czech Republic Business Unit: both mature market leaders, must ensure stable, growing, high-level profitability.

The International Markets Business Unit: contains the other core Central and Eastern European countries (Slovak Republic, Hungary and Bulgaria) and are viewed as growth generators. KBC Bank Ireland also belongs to this business unit.

- (ii) The pillars ‘CRO Services’ and ‘CFO Services’ (act as an internal regulator, and must above all support the business units), and ‘Corporate Staff’ and ‘Corporate HR’.

Each business unit is headed by a Chief Executive Officer (CEO), and these CEOs, together with the CEO, the Chief Risk Officer (CRO) and the Chief Financial Officer (CFO) constitute the executive committee.

5. Short presentation of KBC Bank Group

Shareholders	Number of shares
(31 December 2015)	
KBC Group NV	915,228,481
KBC Insurance NV	1
Total	915,228,482

The shareholdership of KBC Group NV (parent company of KBC Bank) is available on the website at www.kbc.com.

Network

Network (as at 31 December 2015)

Bank branches in Belgium	783
Bank branches in Central and Eastern Europe (Czech Republic, Slovak Republic, Hungary and Bulgaria)	750
Bank branches in the rest of the world (incl. rep. offices)	27*

* including branches of KBC Bank and KBC Bank Ireland.

Income

Statement

The table below sets out highlights of the information extracted from KBC Bank's consolidated income statement for each of the three years ended 31 December 2013, 31 December 2014 and 31 December 2015, respectively:

Highlights of the consolidated income statement, KBC Bank Group (in millions of EUR)	Full year 2013	Full year 2014	Full year 2015
Net interest income	3,402	3,648	3,675
Dividend income	18	14	19
Net result from financial instruments at fair value through profit or loss	884	195	224
Net realised result from available-for-sale assets	202	49	82
Net fee and commission income	1,685	1,822	1,945
Other net income	51	5	200
TOTAL INCOME	6,240	5,734	6,145
Operating expenses	-3,252	-3,311	-3 388
Impairment	-1,821	-472	-650
Share in results of associated companies and joint-ventures	30	22	21
RESULT BEFORE TAX	1,196	1,973	2,128
Income tax expense	-479	-504	291
RESULT AFTER TAX	717	1,469	2,419
Attributable to minority interest	128	157	180
Attributable to equity holders of the parent	590	1,312	2,239

The financial highlights for FY2015:

- Net profit of 2,239 million euros.
- Virtually unchanged level of net interest income, growth in net fee and commission income.
- Positive impact of the valuation of derivatives used for asset/liability management purposes.
- Increase in most other income items.
- Growth in lending and deposits in virtually all core markets.
- Solid cost/income ratio for banking activities of 55%.
- Reduction in impairment charges for loans, increase in impairment on goodwill.
- Robust solvency position: common equity ratio of 14.1% (phased-in) or 13.7% (fully loaded)
- Additional positive impact of 765 million euros (after tax), due primarily to the recognition of a deferred tax asset in respect of the liquidation of a group company.

Balance Sheet

The table below sets out highlights of the information extracted from KBC Bank's consolidated balance sheet statement as at 31 December 2013, 31 December 2014 and 31 December 2015:

Highlights of the consolidated balance sheet, KBC Bank Group (in millions of EUR)	31-12-2013	31-12-2014	31-12-2015
Total assets	206,087	211,116	217,626
Loans and advances to customers	120,784	125,550	129,206
Securities (equity and debt instruments)	46,002	50,175	51,613
Deposits from customers and debt securities	162,412	163,647	170,873
Risk weighted assets (Basel III)	79,822	80,232	79,758
Total equity	12,313	13,336	13,490
of which parent shareholders' equity	11,662	11,676	11,888

6. Ratings of KBC Bank NV

Long-term credit ratings (as at 15 April 2016)

Fitch	A-
Moody's	A1
Standard and Poor's	A

Ratings can change. Various ratings exist. Investors should look at www.kbc.com for the most recent ratings and for the underlying full analysis of each rating agency to understand the meaning of each rating.

Each such credit rating agency¹ is established in the European Union and is registered under Regulation (EC) No. 1060/2009 and listed on the "List of Registered and Certified CRA's" as published by ESMA in accordance with Article 18(3) of such Regulation.

7. Main companies which are subsidiaries of KBC Bank Group or in which it has significant holdings as of 31 December 2015

Company	Registered office	Ownership percentage of KBC Bank	Activity (simplified)
CBC Banque SA	Brussels – BE	100.00	Credit institution
CIBANK EAD	Sofia – BG	100.00	Credit institution
ČSOB a.s. (Czech Republic)	Prague – CZ	100.00	Credit institution
ČSOB a.s. (Slovak Republic)	Bratislava – SK	100.00	Credit institution
KBC Asset Management NV	Brussels – BE	51.86	Asset management
KBC Bank NV	Brussels – BE	100.00	Credit institution
KBC Bank Ireland Plc	Dublin – IE	100.00	Credit institution
KBC Commercial Finance NV	Brussels – BE	100.00	Factoring
KBC Credit Investments NV	Brussels – BE	100.00	Investment firm
IIB Finance Ireland	Dublin – IE	100.00	Lending

¹ A list of credit rating agencies registered under Regulation (EC) No. 1060/2009 and listed on the "List of Registered and Certified CRA's" is published on the ESMA website (<http://esma.europa.eu/page/List-registered-and-certified-CRAs>)

KBC Financial Products (group)	Various locations	100.00	Shares and derivatives trading
KBC IFIMA SA	Luxemburg - LU	100.00	Issuance of bonds
KBC Investments Ltd	London - GB	100.00	Stock exchange brokers
KBC Lease (group)	Various locations	100.00	Leasing
KBC Securities NV	Brussels – BE	100.00	Stock exchange broker/corporate finance
K&H Bank Rt.	Budapest – HU	100.00	Credit institution

A full list of companies belonging to KBC Bank Group at year end 2015 is provided in its 2015 annual report.

8. General description of activities of KBC Bank Group

KBC Bank Group is a multi-channel bank that caters primarily to private persons, small and medium-sized companies (SMEs) and midcaps.

Its geographic focus is on Europe. In its “home” (or “core”) markets Belgium, Czech Republic, Slovak Republic, Hungary and Bulgaria, KBC Bank Group has important and (in some cases) even leading positions. The KBC Bank Group is also present in Ireland and in certain other countries where the primary focus is on supporting the corporate clients of the home markets.

KBC Bank Group's core business is retail and private bank-insurance (including asset management), although it is also active in providing services to corporations and market activities. Across its home markets, KBC Bank Group is active in a large number of products and activities, ranging from the plain vanilla deposit, credit, asset management and insurance businesses (via its sister company, KBC Insurance NV), to specialised activities such as, but not exclusively, payments services, dealing room activities (money and debt market activities), brokerage and corporate finance, foreign trade finance, international cash management, leasing, etc.

As set out in Section 2 above “*The EU Plan of KBC Group*”, the KBC Bank Group has refocused its business on its core bank-insurance activities in Belgium and a number of countries in Central and Eastern Europe (i.e. the home markets of Czech Republic, Slovak Republic, Hungary and Bulgaria). Therefore, a number of subsidiaries and activities, many of which related to investment banking activities, have been scaled down or sold in the past years. International corporate lending outside the home markets has been also downscaled.

9. Principal markets and activities

Activities in Belgium

Market position of the bank network in Belgium, end 2015	
Market share (own KBC Bank estimates)	Credits 23% Deposits 18% Investment funds 40%
Bank branches	783

KBC Bank Group has a network of around 800 bank branches in Belgium: KBC Bank branches in Flanders, CBC Banque branches in Wallonia, and KBC Brussels branches in the Brussels area. The branches focus on providing clients with a broad area of credit (including mortgage loans), deposit, investment fund and other asset management products, insurance products (in co-operation with KBC Bank's sister company, KBC Insurance NV) and other specialised financial banking products and services. KBC Bank Group's bricks-

and-mortar networks in Belgium are supplemented by electronic channels, such as ATMs, telephones and the Internet (including a mobile banking app). KBC/CBC/KBC Brussels serve, based on their own estimates, approximately 3.2 million clients.

KBC Group considers itself to be an integrated bank-insurer. Certain shared and support services are organised at group level, serving the entire group, and not just the bank or insurance businesses separately. It is KBC Group's aim to continue to actively encourage the cross-selling of bank and insurance products. The success of KBC Group's integrated bank-insurance model is in part due to the co-operation that exists between the bank branches and the insurance agents (of KBC Insurance NV/CBC Assurance), whereby the branches sell standard insurance products to retail customers and refer their customers to the insurance agents for non-standard products. Claims-handling is the responsibility of the insurance agents, the call centre and the head office departments at KBC Insurance NV.

End of 2015, the KBC Bank Group had (see table), based on its own estimates, a 21% share of traditional banking activities in Belgium (18% share of the Belgian deposit market and a 23% share of the lending market). Over the past few years, KBC Bank has built up a strong position in investment funds too, and leads according to its own estimates the Belgian market with an estimated share of close to 40%.

KBC Bank Group believes in the power of a physical presence through a branch and agency network that is close to its clients. At the same time, however, it expects the importance of online and mobile bank-insurance to grow further and it is constantly developing new applications in these areas. This includes the various mobile banking apps for smartphones and tablets, which are being continuously improved and expanded. KBC-Online is also providing clients with information and facilities to perform their own banking and/or insurance transactions.

In KBC Bank Group's financial reporting, the Belgian activities are combined into a single Belgium Business Unit. The results of the Belgium Business Unit essentially comprise the activities of KBC Bank, and its Belgian subsidiaries, the most important of which are CBC Banque, KBC Asset Management, KBC Lease Group (Belgium) and KBC Securities.

Focus on the future:

- New technologies are considered an important means to focus even more on client-centric solutions. In this regard, various initiatives to enhance client centricity have been launched or are planned. For example, a new simplified offering of current account packages (including a charge-free current account) is being provided to clients as of today to better respond to their current needs, a new responsive and convenient bank-insurance platform (Touch) was launched, and the Start it @kbc initiative for people starting up a business has proven to be a success and is growing steadily.
- The KBC Group used to be active in Brussels under the 'KBC' and 'CBC' brands. However, the decision has been taken to more efficiently exploit the full – but currently untapped – potential of Brussels. As of 2015, a new separate 'KBC Brussels' was launched, reflecting the specific cosmopolitan character of Brussels and the needs of its population. Retail and SME clients receive a single, unified bank-insurance product and service offering and existing KBC/CBC branches are being repositioned.
- In Wallonia, CBC – with its autonomous operational and commercial model and strong embeddedness in the local economy – has recorded solid and constant year-on-year gross revenue growth. It also boasts strong solvency and liquidity positions, and has significant market shares in the professional sector, in the agricultural sector and in the retail client sector. Building on these strong fundamentals, CBC wishes to further mine the growth potential in selected market segments in banking and insurance. As of 2015, CBC is increasing its footprint in Wallonia and enhances its availability and service offering. CBC will open a number of new bank branches and relocate

existing ones.

Activities in Central and Eastern Europe

Market position of the bank network in the home countries of Central and Eastern Europe, end 2015			Czech Republic	Slovak Republic	Hungary	Bulgaria
Market share (own KBC Bank estimates)	Banking products*		19%	11%	10%	3%
	Investment funds		26%	7%	18%	-
Bank	branches	Total	316**	125	209	100

* Average of the share in credits and the share in deposits

** CSOB Bank+ Era.

In the Central and Eastern European region, the KBC Bank Group focuses on four home countries, being the Czech Republic, Hungary, Slovak Republic and Bulgaria. The main KBC Bank Group Central and Eastern European entities in those home markets are CIBANK (in Bulgaria), ČSOB (in the Slovak Republic), ČSOB (in the Czech Republic), and K&H Bank (in Hungary).

In its four home countries, KBC Bank Group caters to roughly 4.5 million customers. This customer base, along with KBC Group's insurance customers in the region (via KBC Insurance NV subsidiaries), make KBC Group one of the larger financial groups in the Central & Eastern European region. The KBC Bank Group companies focus on providing clients with a broad area of credit (including mortgage loans), deposit, investment fund and other asset management products, insurance products (in co-operation with KBC Insurance NV's subsidiaries in each country) and other specialised financial banking products and services. Just as in Belgium, the bricks-and-mortar networks in Central and Eastern Europe are supplemented by electronic channels, such as ATMs, telephone and the Internet.

KBC Group's bank-insurance concept has over the past few years been exported to its Central and Eastern European entities. In order to be able to do so, KBC Group has built up a second home market in Central and Eastern Europe in insurance (via KBC Insurance NV). KBC Group has an insurance business in every Central and Eastern European home country: in the Czech Republic, the Group's insurer is ČSOB Pojist'ovňa, in the Slovak Republic it is ČSOB Poist'ovňa, in Hungary it is K&H Insurance and in Bulgaria it is DZI Insurance. Contrary to the situation of KBC Bank in Belgium, the KBC Group's insurance companies in Central and Eastern Europe operate not only via tied agents (and bank branches) but also via other distribution channels, such as insurance brokers and multi-agents.

The KBC Bank Group's estimated market share (the average of the share of the lending market and the deposit market, see table) amounted to 19% in the Czech Republic, 11% in the Slovak Republic, 10% in Hungary, and 3% in Bulgaria (rounded figures). KBC Bank Group also has a strong position in the investment fund market in Central and Eastern Europe (estimated at 26% in the Czech Republic, 7% in Slovak Republic, and 18% in Hungary).

In KBC Bank Group's financial reporting, the Czech activities are separated in a single Czech Republic Business Unit, whereas the activities in the other Central and Eastern European countries, together with Ireland (see further) are combined into the International Markets business unit. The Czech Republic Business Unit hence comprises all KBC Bank Group's activities in the Czech Republic, consisting primarily of the activities of the ČSOB group (under the ČSOB, Era, Postal Savings Bank, Hypoteční banka, Patria and ČMSS brands) and ČSOB Asset Management. The International Markets Business Unit comprises the activities conducted by entities in the other (non-Czech) Central and Eastern European core countries,

namely ČSOB in the Slovak Republic, K&H Bank in Hungary and CIBank in Bulgaria, plus KBC Bank Ireland's Irish operations.

Focus on the future:

- The Czech Republic Business Unit's ambition is to create value for its clients by moving from a primarily channel-driven to a client-driven solution, based on the creation of an integrated model, which brings together clients, third parties and bank-insurance. New types of non-financial, service-oriented products will be integrated to create superior client satisfaction and provide added value for clients. On the one hand, ČSOB will increasingly focus on reducing complexity (in products, IT, organisation, bank/distribution network, head office and branding) to generate cost-efficiency benefits. On the other, the business unit will further enhance and accelerate bank-insurance in a number of ways, including introducing an advanced and flexible pricing model, developing combined bank-insurance products, and strengthening the insurance sales force. ČSOB wishes to maintain growth in the areas where it traditionally has been very strong, such as corporate loans and mortgages. On top of that, ČSOB will mine the currently untapped potential in the attractive SME loans market by focusing on sustainable client relationships. In the consumer finance market, too, ČSOB is aiming to increase its current market share, while observing an acceptable cost of risk.
- In the International Markets Business Unit, K&H (Hungary) and ČSOB Slovakia intend to transform their branch-centric model to a hybrid distribution model. K&H plans to further support the Hungarian economy and grow its market shares in all key segments, with continuous improvements in efficiency and profitability. In Slovakia, business income is expected to increase above market expectations, especially in retail asset classes (home loans, consumer finance, SMEs and leasing). CIBANK (Bulgaria) is following the same path as K&H and ČSOB, but with slower dynamics due to a less mature market. The bank-insurance partnership between DZI and CIBANK has grown strongly over the past few years and they plan to extend this partnership by further developing products and distribution channels.

Early July 2015, an acquisition in Slovakia marked KBC's ambition to grow both externally and organically in its core markets. KBC (via ČSOB Leasing) and Volksbank Leasing International reached agreement for the acquisition of Volksbank Leasing Slovakia and its insurance brokerage subsidiary. Volksbank Leasing Slovakia is a universal leasing company ranked 7th on the Slovak leasing market with a market share of approximately 6% and a balance sheet total of approximately 170 million euros. KBC is the clear leader on the Slovak leasing market through ČSOB Leasing. The deal has no material impact on the KBC Group's earnings and capital.

Activities in the rest of the world

A number of companies belonging to KBC Bank Group are also active in, or have outlets in, countries outside the home markets, among which KBC Bank, which has a network of foreign branches and KBC Bank Ireland. See also the list of main companies (under Section 7: Main companies which are subsidiaries of KBC Bank Group or in which it has significant holdings as of 31 December 2015) or the full year-end list on the website at www.kbc.com.

The loan portfolio of KBC Bank Ireland stood at about EUR 13.9 billion at the end of December 2015, circa 84% of which relates to mortgage loans. At the end of December 2015, some 47% (EUR 6.6 billion) of the total Irish loan portfolio was impaired (of which EUR 3.3 billion more than 90 days past due). For the impaired loans, some EUR 2.8 billion (specific and portfolio-based) impairments have been booked. In addition to the ongoing management of the problem real estate portfolio, the group started work in 2013 on transforming and developing KBC in Ireland into an important retail bank (see below). The Group estimates its share of the Irish market in 2015 at 11% for retail mortgage loans and 6% for retail deposits. It caters for around 0.2 million clients there. In 2015, the contribution of KBC Bank Ireland to KBC Bank's net result

was EUR 13 million compared to EUR -179 million in 2014. A full profit and loss scheme for Ireland is available in KBC Bank's segment reporting².

Focus on the future:

- KBC Bank Ireland's main strategic goal is to make the transition from a digitally led mono-liner (mortgage and deposits) bank to a full retail bank, with a complete retail product offering and a limited bricks-and-mortar presence. By not having the heritage of a large branch network, KBC Bank Ireland can make a fresh start in developing a complete retail product offering through digital channels. The multi-platform distribution reach will be digitally led via online and mobile solutions and a contact centre supported by an agile physical presence (hubs, mobile banks and mobile advisers) in key urban areas. The bank has the ambition to grow strongly in retail mortgages while expanding its overall retail product offering. KBC Bank Ireland will continue to reduce its existing corporate and SME loan portfolio in line with its deleveraging strategy. It has a clear focus on cost control given the significant investment in staff, IT and marketing to implement its retail strategy.

The foreign branches of KBC Bank are located mainly in Western Europe, Southeast Asia and the U.S. and focus on serving customers that already do business with KBC Bank's Belgian or Central and Eastern European network. In the past years, many of the other (niche) activities of these branches have been built down, stopped or sold, and the pure international credit portfolio has been scaled down.

In KBC Bank Group's financial reporting, KBC Bank Ireland is included in the International Markets Business Unit, the foreign branches of KBC Bank are part of the Belgium Business Unit.

The three business units (Belgium, Czech Republic and International Markets) are supplemented by the Group Centre. The Group Centre includes the operational costs of the holding activities of the group, certain capital and liquidity management-related costs, costs related to the holding of participations and the results of the remaining companies or activities earmarked for divestment or in run-down. It also includes results related to the legacy businesses (CDOs, divestment results; both immaterial since 2015) and the valuation of own credit risk.

Note: in July 2015, KBC Asset Management agreed to sell its 49% stake in Union KBC AM to Union Bank of India. This has no material impact on KBC Banks's earnings and capital.

10. Competition

All of KBC Bank Group's operations face competition in the sectors they serve.

Depending on the activity, competitor companies include other commercial banks, saving banks, loan institutions, consumer finance companies, investment banks, brokerage firms, insurance companies, specialised finance companies, asset managers, private bankers, investment companies, etc.

In both Belgium and Central and Eastern Europe, KBC Bank Group has an extensive network of branches and KBC Bank Group believes most of its companies have strong name brand recognition in their respective markets.

In Belgium, KBC Bank Group is perceived as belonging to the top three (3) financial institutions. For certain products or activities, KBC Bank Group estimates it has a leading position (e.g. in the area of investment funds). The main competitors in Belgium are BNP Paribas Fortis, Belfius and ING, although for certain products, services or markets, other financial institutions may also be important competitors.

² Segment reporting based on the management structure in the Financial Statements of the annual and semi-annual reports , available on www.kbc.com

In its Central and Eastern European home markets, KBC Bank Group is one of the important financial groups, occupying significant positions in banking. In this respect, KBC Bank Group competes, in each of these countries, against local financial institutions, as well as subsidiaries of other large foreign financial groups (such as Erste Bank, Unicredit and others).

In the rest of the world, KBC Bank Group's presence mainly consists of a limited number of branches and subsidiaries. In this case, KBC Bank Group faces competition both from local companies and international financial groups.

11. Staff

In 2015, KBC Bank Group had, on average and on a consolidated basis, about 27,000 employees (full time or equivalent), the majority of who were located in Belgium (largely in KBC Bank) and Central and Eastern Europe. In addition to consultations at works council meetings and at meetings with union representatives and with other consultative bodies, KBC Bank Group also works closely in other areas with employee associations. There are various collective labour agreements in force.

12. Risk Management

Mainly active in banking, insurance and asset management, KBC Group is exposed to a number of typical risks such as – but certainly not exclusively – credit risk, market risks, movements in interest rates and exchange rates, currency risk, liquidity risk, insurance underwriting risk, operational risk, exposure to emerging markets, changes in regulations and customer litigation as well as the economy in general.

Risk management in KBC Group is effected group-wide. As a consequence, the risk management for KBC Bank is embedded in KBC Group risk management and cannot be seen separately from it. A description of risk management is available in the 2015 risk report, available on the website at www.kbc.com.

Risk governance

Below follows a description of credit risk, market risk (trading & non-trading activities), liquidity risk and operational risk. A selection of figures on credit risk, asset and liability management (ALM) and market risk in trading activities are provided further on.

- Credit risk is the potential negative deviation from the expected value of a financial instrument arising from the non-payment or non-performance by a contracting party (for instance, a borrower), due to that party's insolvency, inability or lack of willingness to pay or perform, or to events or measures taken by the political or monetary authorities of a particular country (country risk). Credit risk thus encompasses default risk and country risk, but also includes migration risk which is the risk for adverse changes in credit ratings.
- Market risk in trading activities is defined as the potential negative deviation from the expected value of a financial instrument (or portfolio of such instruments) due to changes in the level or in the volatility of market prices, e.g. interest rates, exchange rates, equity or commodity prices. The interest rate, foreign exchange and equity risks of the non-trading positions in the banking book are all included in ALM exposure.
- Market risk in non-trading activities (also known as Asset and Liability Management) is the process of managing the Group's structural exposure to market risks. These risks include interest rate risk, equity risk, real estate risk, foreign exchange risk and inflation risk.

- Liquidity risk is the risk that an organisation will be unable to meet its payment obligations as they come due, without incurring unacceptable losses. The principal objective of liquidity management is to be able to fund the group and to enable the core business activities of KBC Bank Group to continue to generate revenue, even under adverse circumstances.
- Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems, human error or from sudden external events, whether man-made or natural. Operational risks exclude business, strategic and reputational risks.

KBC Group's risk governance framework defines the responsibilities and tasks required to manage value creation and the associated risks. In recent years, KBC Group's risk management framework underwent significant changes with regard to governance and structure. The goal of these changes was to further improve KBC Group's ability to deal decisively with major economic events in the future by creating an adjusted and comprehensive integrated model that aligns all dimensions of risk, capital and value management.

Credit risk

The main source of credit risk is the loan & investment portfolio of KBC Bank Group. A snapshot of this portfolio is shown in the table below.

Loan & investment portfolio:

As far as the banking activities are concerned, the main source of credit risk is the loan and investment portfolio. The loan & investment portfolio is mainly the result of what can be considered as pure, traditional lending activities. It includes all retail lending such as mortgage loans and consumer loans, all corporate lending such as (committed and uncommitted) working capital credit lines, investment credit, guarantee credit and credit derivatives (protection sold) and all non-government debt securities in the investment books of the KBC Group's bank entities. The table below excludes other credit risks, such as trading exposure (issuer risk), counterparty risk associated with inter-professional transactions, international trade finance (documentary credit, etc.) and government bonds.

Loan & investment portfolio of KBC Bank Group*

	31 December 2012	31 December 2013	31 December 2014	31 December 2015
Total loan portfolio (in billions of euro)				
Amount granted.....	167	161	166	174
Amount outstanding.....	141	135	139	143
Loan & investment portfolio breakdown by business unit (as a % of the portfolio of credit granted)				
Belgium.....	63%	64%	64%	65%
Czech Republic.....	15%	13%	14%	14%
International Markets.....	19%	19%	18%	18%
Group Centre (IFRS 5 scope).....	3%	4%	4%	3%
Total.....	100%	100%	100%	100%
Loan & investment portfolio breakdown by counterparty sector (as a % of the portfolio of credit granted)				
Non-financial services.....	11%	11%	11%	11%
Retail and wholesale trade.....	7%	8%	8%	8%
Real estate (risk).....	8%	8%	7%	7%

	31 December 2012	31 December 2013	31 December 2014	31 December 2015
Construction	4%	4%	4%	4%
Impaired loans (in millions of euro or %)				
Amount outstanding	10,757	13,871	13,692	12,305
Specific loan impairments	4,614	5,521	5,709	5,517
Portfolio-based loan impairments	244	284	215	229
Credit cost ratio, per business unit.....				
Belgium	0.28%	0.37%	0.23%	0.19%
Czech Republic.....	0.31%	0.26%	0.18%	0.18%
International Markets.....	2.26%	4.48%	1.06%	0.32%
Group Centre	1.06%	2.40%	1.17%	0.54%
Total	0.69%	1.21%	0.41%	0.30%
Total (including entities classified as 'disposal groups' under IFRS 5)	0.70%	1.21%	0.42%	0.23%
Impaired loans that are more than 90 days past due (PD 11 + 12; in millions of euro or %)				
Impaired loans that are more than 90 days past due	-	8,086	7,676	6,936
Specific loan impairments	-	4,046	4,384	4,183
Non-performing ratio, per business unit.....				
Belgium	-	2.5%	2.2%	2.2%
Czech Republic.....	-	3.1%	2.9%	2.5%
International Markets.....	-	19.2%	19.0%	16%
Group Centre	-	8.5%	6.3%	6.1%
Total	-	6.0%	5.5%	4.8%
Cover ratio (Specific loan loss impairment)/(impaired loans).....				
Total	-	40%	42%	45%
Total, excluding mortgage loans.....	-	47%	51%	53%

* Excluding KBC Bank Deutschland (classified as a 'disposal group' under IFRS 5 in 2013, sold in 2014). In 2013, KBC Bank Deutschland (see the relevant remark at the start of this section) accounted for 3.3 billion euros' worth of credit granted, 2.3 billion euros of which was outstanding.

KBC Bank Group uses the output generated by models to split the normal loan portfolio into internal rating classes ranging from 1 (lowest risk) to 9 (highest risk) for the PD. An internal rating ranging from PD 10 to PD 12 is assigned to a defaulted obligor. PD class 12 is assigned when either one of the obligor's credit facilities is terminated by the bank, or when a court order is passed instructing repossession of the collateral. PD class 11 groups obligors that are more than 90 days past due (in arrears or overdrawn), but that do not meet PD 12 criteria. PD class 10 is assigned to obligors for which there is reason to believe that they are unlikely to pay (on time), but that do not meet the criteria for classification as PD 11 or PD 12. Loans in PD classes 10, 11 and 12 are referred to as 'impaired loans' and are equivalent to 'non-performing loans' under the (new) definition used by the European Banking Authority (EBA).

KBC Bank Group reviews loans to large corporations (including Financial Institutions) at least once a year, with the internal rating being updated as a minimum. If ratings are not updated in time, a capital add-on is imposed. Loans to small and medium-sized enterprises and to private individuals are reviewed periodically, with account being taken of any new information that is available (such as arrears, financial data, a significant change in the risk class). This monthly exercise can trigger a more in-depth review or may result in action being taken towards the client.

For credit linked to defaulted borrowers in PD classes 10, 11 and 12, impairment losses are recorded based on an estimate of the net present value of the recoverable amount. This is done on a case-by-case basis, and on a statistical basis for smaller credit facilities. In addition, for non-defaulted credit in PD classes 1 to 9, we

record impairment losses on a 'portfolio basis' (IBNR impairments), using a formula based on the IRB Advanced models used internally, or an alternative method if a suitable IRB Advanced model is not yet available.

Other credit risks

As mentioned above, the loan portfolio clearly constitutes the main source of credit risk for the KBC Bank Group. However, a number of activities that are excluded from the credit portfolio figures also contain an element of credit risk, such as short-term commercial transactions (this activity involves export or import finance (documentary credit, pre-export and post-import finance, etc.) and only entails exposure to financial institutions. Risks associated with this activity are managed by setting limits per financial institution and per country or group of countries), the counterparty risk of inter-professional transactions (refers to placements and the pre-settlement risk of derivatives), trading book securities – issuer risk (refers to the potential loss on default by the issuer of the trading securities) and the government securities in the investment portfolio of banking entities. Information on these risks can be found in the 2014 annual report of KBC Bank.

Structured credit exposure KBC Group (CDOs and other ABS)

The total net portfolio amount (i.e. excluding de-risked positions) of structured credit products (consisting predominantly of European residential mortgage-backed securities (RMBS) decreased 0.1 billion euros versus December 2014, standing at 1.6 billion euros as at 31 December 2015. Redemptions were slightly higher than new investments to the tune of 0.1 billion euros. In 2013, KBC decided to lift the strict moratorium on investments in ABS and to allow treasury investments in liquid, high-quality, non-synthetic European ABS, which are also accepted as eligible collateral by the ECB. This allows for further diversification in the investment portfolios. The moratorium on investments in synthetic securitizations or re-securitizations continues to exist.

Standing at more than 25 billion euros in 2008, KBC has fully scaled down its CDO portfolio with the last action taking place in September 2014 by collapsing the last two remaining CDOs originated by KBC FP. These collapses ended the guarantee agreement with the Belgian State for KBC and completely eliminates the group's exposure to MBIA. For the record, KBC wishes to point out that it is the counterparty to and issuer of a further 0.2 billion euros' worth of CDO notes issued by KBC FP and held by third-party investors that will remain outstanding until November 2017.

Asset and Liability Management (market risks in non-trading activities)

The main technique we use to measure interest rate risks is the 10 BPV. The 10 BPV (basis point value) measures the extent to which the value of the portfolio would change if interest rates were to go up by ten basis points across the entire curve (negative figures indicate a decrease in the value of the portfolio). We also use other techniques such as gap analysis, the duration approach, scenario analysis and stress testing (both from a regulatory capital perspective and from a net income perspective). More details are available in the 2015 annual report of KBC Bank.

BPV (10 basis points) of the ALM-book of KBC Bank Group (in millions of euro)

End of quarter, 1Q 2012	-55
End of quarter, 2Q 2012	-50
End of quarter, 3Q 2012	-51
End of quarter, 4Q 2012	-44
End of quarter, 1Q 2013	-33
End of quarter, 2Q 2013	-28
End of quarter, 3Q 2013	-21
End of quarter, 4Q 2013	-22
End of quarter, 1Q 2014	-55
End of quarter, 2Q 2014	-61

End of quarter, 3Q 2014	-71
End of quarter, 4Q 2014	-57
End of quarter, 1Q 2015	-59
End of quarter, 2Q 2015	-40
End of quarter, 3Q 2015	-34
End of quarter, 4Q 2015	-25

Market risk management

The KBC Bank Group is exposed to market risk via the trading books of our dealing rooms in Belgium, the Czech Republic, Slovakia and Hungary, as well as via a minor presence in the UK and Asia. The traditional dealing rooms, with the dealing room in Belgium accounting for the lion's share of the limits and risks, focus on trading in interest rate instruments, while activity on the FX markets has traditionally been limited. All dealing rooms focus on providing customer service in money and capital market products and on funding the bank activities.

The market risk and regulatory capital in the four legacy business lines of KBC Investments Limited (formerly KBC Financial Products), namely the CDO, fund derivatives, reverse mortgages and insurance derivatives businesses have been reduced in recent years and are now almost equal to zero. This is especially the case for the fund derivatives, reverse mortgages and insurance derivatives businesses (please note that the reverse mortgages and insurance derivatives businesses were transferred to KBC Bank NV in December 2015 due to the closing of some subsidiaries) where the market risk regulatory capital charges represent only 1% of the total. These legacy business lines continue to be monitored and wound down by dedicated teams.

Regarding the CDO business – and as mentioned in other parts of this report – KBC has now fully scaled down its CDO portfolio. However, the position pertaining to the remaining 0.2 billion euros (per 31 December 2015) of CDO notes held by investors is located in the trading books of KBC Investments Limited. Consequently, the market risk regulatory capital for this position is recorded under the re-securitisation column (15 million euros per 31 December 2015) in the 'Trading regulatory capital requirements' table.

The table below shows the Historical Value-at-Risk (HVaR; 99% confidence interval, ten-day holding period, historical simulation) for the linear and non-linear exposure of all the dealing rooms of KBC Group (KBC Securities was included from April 2013 onwards). To allow a year-on-year comparison, the HVaR for KBC Investments Limited (relating to KBC's discontinued CDO business) is also shown.

As of October 2013, the HVaR for KBC Investment Limited's credit derivatives had fallen to zero due to a series of trades with external counterparties that generated an exact match of the offsetting positions in the scope of KBC Investment Limited's VaR model (perfect Back-to-Back positions). As a result, and due to the above-mentioned inclusion of KBC Securities in the HVaR for KBC Bank, all trading activity for the KBC Group measured by HVaR has been included in the "KBC Bank" figure from that point on, and thus this figure represents the HVaR for KBC Group.

More details are available in the 2015 annual report of KBC Bank.

Market risk HVaR ¹ (Ten-day holding period, in millions of euro)

	KBC Bank	KBC Investments Limited
Average, 1Q 2012.....	30	12
Average, 2Q 2012.....	34	2
Average, 3Q 2012.....	30	2
Average, 4Q 2012.....	30	1

<i>End of period</i>	37	2
<i>Maximum in year</i>	39	18
<i>Minimum in year</i>	23	1
Average, 1Q 2013.....	37	1
Average, 2Q 2013.....	37	1
Average, 3Q 2013.....	34	1
Average, 4Q 2013.....	29	-
<i>End of period</i>	28	-
<i>Maximum in year</i>	50	5
<i>Minimum in year</i>	26	0
Average, 1Q 2014.....	24	-
Average, 2Q 2014.....	19	-
Average, 3Q 2014.....	15	-
Average, 4Q 2014.....	15	-
<i>End of period</i>	15	-
<i>Maximum in year</i>	29	-
<i>Minimum in year</i>	11	-
Average, 1Q 2015.....	14	-
Average, 2Q 2015.....	15	-
Average, 3Q 2015.....	15	-
Average, 4Q 2015.....	16	-
<i>End of period</i>	18	-
<i>Maximum in year</i>	21	-
<i>Minimum in year</i>	12	-

Regulatory capital charges for market risk

National regulators have authorised KBC Bank, KBC Investments, and ČSOB (Czech Republic) to use their respective VaR models to calculate regulatory capital requirements for part of their trading activities. ČSOB (Czech Republic) has also received approval from the local regulator to use its VaR model for capital requirement purposes. These models are also used for the calculation of Stressed VaR (SVaR), which is one of the CRD III Regulatory Capital charges that entered into effect at year-end 2011. The calculation of the SVaR measure is based on the normal VaR calculations and follows the same methodological assumptions, but is constructed as if the relevant market factors were experiencing a period of stress. This period of stress is based on recent history and it is calibrated regularly.

The resulting capital requirements for trading risk are shown in the table below. The regulatory capital requirements for the trading risk of local KBC entities that did not receive approval from their respective regulator to use an internal model for capital calculations, as well as the business lines not included in the HVaR calculations, are measured according to the Standardised approach. This approach sets out general and specific risk weightings per type of market risk (interest risk, equity risk, foreign exchange risk and commodity risk). Note that, as mentioned earlier in this section, the re-securitisation regulatory capital for 2015 (15 million euros) emanates from the counterposition for the 0.2 billion euros of CDO notes held by investors (the counterposition is located in the trading books of KBC Investments Limited).

Trading Regulatory Capital Requirements by risk type for the KBC Group (in millions of euro)

		Interest rate risk	Equity risk	FX risk	Commodity risk	Re- securitisation	Total
31-12-2014							
Market risks assessed by internal model	HVaR	38	2	11	-	-	126
	SVaR	56	3	17	-	-	
Market risks assessed by the		27	4	14	3	19	68

Standardised Approach

Total		120	9	43	3	19	194
31-12-2015							
Market risks assessed by internal model	HVaR	68	3	9	-	-	192
	SVaR	84	2	26	-	-	
Market risks assessed by the Standardised Approach		18	5	16	2	15	56
Total		171	10	50	2	15	248

13. Banking Supervision and Regulation

Introduction

KBC Bank, a credit institution governed by the laws of Belgium, is subject to detailed and comprehensive regulation in Belgium, and is supervised by the ECB, the European Central Bank, acting as the supervisory authority for prudential supervision of significant financial institutions

The supervisory powers conferred to the ECB include, amongst others, the granting and withdrawal of authorisations to and from credit institutions, the assessment of acquisitions and disposals of qualifying holdings in credit institutions, ensuring compliance with the rules on equity, liquidity, statutory ratios and the carrying out of supervisory reviews (including stress tests) for credit institutions.

Pursuant to Regulation (EU) n°468/2014 of 16 April 2014 establishing a framework for cooperation within the Single Supervisory Mechanism between the ECB and national competent authorities, a joint supervisory team has been established for the prudential supervision of KBC Bank (and KBC Group NV). This team is composed of staff members from the ECB and from the national supervisory authority (the National Bank of Belgium (NBB) and working under the coordination of an ECB staff member.

The FSMA, an autonomous public agency, is in charge of the supervision with regard to conduct of business rules for financial institutions and financial market supervision.

EU directives have had and will continue to have a significant impact on the regulation of the banking business in the EU, as such directives are implemented through legislation adopted within each Member State, including Belgium. The general objective of these EU directives is to promote the realisation of a unified internal market and to improve standards of prudential supervision and market efficiency through harmonisation of core regulatory standards and mutual recognition among EU Member States of regulatory supervision and, in particular, licensing.

Supervision and regulation in Belgium

The banking regime in Belgium is governed by the Act on the Law on the Legal Status and Supervision of Credit Institutions of 25 April 2014 (the “**Credit Institutions Supervision Act**”). The Credit Institutions Supervision Act replaces the Law on the Legal Status and Supervision of Credit Institutions of 22 March 1993 and implements various EU directives, including (without limitation) Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (“**CRD**”) and, where applicable, Regulation (EU) n° 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms (“**CRR**”, together with CRD, “**CRD IV**”), and Directive 2014/59 of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (“**BRRD**”). CRD IV applies in Belgium since 1 January 2014, subject to certain requirements being phased in over a number of years, as set out therein. The provisions of the Credit Institutions Supervision Act which implement the BRRD have fully entered into force on 1 January 2016.

The Credit Institutions Supervision Act sets forth the conditions under which credit institutions may operate in Belgium and defines the regulatory and supervisory powers of the NBB/ECB. The main objective of the Credit Institutions Supervision Act is to protect public savings and the stability of the Belgian banking system in general.

Supervision of credit institutions

- (1) All Belgian credit institutions must obtain a license from the ECB before they may commence operations. In order to obtain a license and maintain it, each credit institution must fulfil numerous conditions, including certain minimum paid-up capital requirements. In addition, any shareholder holding 10% or more (directly or indirectly, alone, together with affiliated persons or in concert with third parties) of the capital or the voting rights of the institution must be of "*fit and proper*" character to ensure proper and prudent management of the credit institution. The ECB therefore requires the disclosure of the identity and participation of any shareholder with a 10% or greater capital or voting interest. If the ECB considers that the participation of a shareholder in a credit institution jeopardizes its sound and prudent management, it may suspend the voting rights attached to this participation and, if necessary, request that the shareholder transfers to a third party its participation in the credit institution. Prior notification to and non-opposition by the ECB is required each time a person intends to acquire shares in a credit institution, resulting either in the direct or indirect ownership of a qualified holding of the capital or voting rights (i.e. 10% or more), or in an increase of such qualified holding thereby attaining or surpassing 20%, 30% or 50%, or when the credit institution would become his subsidiary. Furthermore, a shareholder who wishes to directly or indirectly sell his participation or a part thereof, which would result in his shareholding dropping below any of the above-mentioned thresholds, must notify the ECB thereof. The Belgian credit institution itself is obliged to notify the ECB of any such transfer when it becomes aware thereof. Moreover, every shareholder acquiring, decreasing or increasing its holding (directly or indirectly, alone, together with affiliated persons or in concert with third parties) to 5% or more of voting rights or capital without reaching the qualifying holding threshold of 10%, must notify the ECB thereof within ten (10) working days.
- (2) The Credit Institutions Supervision Act requires credit institutions to provide detailed periodic financial information to the ECB and, under certain circumstances, the FSMA. The ECB also supervises the enforcement of laws and regulations with respect to the accounting principles applicable to credit institutions. The ECB sets the minimum capital adequacy ratios applicable to credit institutions. The ECB may also set other ratios, for example, with respect to the liquidity and gearing of credit institutions. It also sets the standards regarding solvency, liquidity, risk concentration and other limitations applicable to credit institutions and the publication of this information. The NBB may in addition impose capital requirements for capital buffers (including countercyclical buffer rates and any other measures aimed at addressing systemic or macro-prudential risks). In order to exercise its prudential supervision, the ECB may require that all information with respect to the organisation, the functioning, the position and the transactions of a credit institution be provided to it. Further, the ECB supervises, among other things, the management structure, the administrative organization, the accounting and the internal control mechanisms of a credit institution. In addition, the ECB may conduct on-site inspections, with or without the assistance of NBB staff. The comprehensive supervision of credit institutions is also exercised through Statutory Auditors who co-operate with the supervisor in its prudential supervision. A credit institution selects its Statutory Auditor from the list of auditors or audit firms accredited by the NBB. Within the context of the European System of Central Banks, the NBB issues certain recommendations regarding monetary controls.
- (3) The Credit Institutions Supervision Act has introduced a prohibition in principle on proprietary trading. However, some proprietary trading activities are excluded from this prohibition. Permitted proprietary trading activities (including certified market-making, hedging, treasury management, and long-term investments) are capped, and these types of activities must comply with strict requirements on reporting, internal governance and risk management.
- (4) The Credit Institutions Supervision Act establishes a range of instruments to tackle potential crises of credit institutions at three stages:
 - (a) Preparation and prevention

Credit institutions have to draw up recovery plans, setting out the measures they would take to restore their financial position in the event of a significant deterioration. These recovery plans

must be updated at least annually or after a change to the legal or organisational structure of the institution, its business or its financial position. In its review of the recovery plan, the ECB pays particular attention to the adequacy of the capital and financing structure of the institution in relation to the degree of complexity of its organisation and its risk profile.

The Single Resolution Board will have to prepare a resolution plan for each significant Belgian credit institution, laying out the actions it might take if it were to meet the conditions for resolution (as set out in (c) below). The Resolution College of the NBB has the same powers with regard to the non-significant Belgian credit institutions. If the Single Resolution Board/Resolution College identify obstacles to resolvability during the course of this planning process, it can require a credit institution to take appropriate measures, including changes to corporate and legal structures.

(b) Early intervention

The ECB/NBB disposes of a set of powers to intervene if a credit institution faces financial distress (e.g. when a credit institution is not operating in accordance with the provisions of the Credit Institutions Supervision Act or CRD IV), but before its financial situation deteriorates irreparably. These powers include the ability to dismiss the management and appoint a special commissioner, to convene a meeting of shareholders to adopt urgent reforms, to suspend or prohibit all or part of the credit institution's activities (including a partial or complete suspension of the execution of current contracts), to order the disposal of all or part of the credit institution's shareholdings, and finally, to revoke the license of the credit institution.

(c) Resolution

In relation to credit institutions falling within the scope of the Single Supervisory Mechanism, such as KBC Bank (and KBC Group NV), the Single Resolution Board is the resolution decision-making authority since 1 January 2016. Pursuant to Regulation (EU) No 806/2014 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, the Single Resolution Board (“**SRB**”) replaced national resolution authorities (such as the Resolution College of the NBB) for resolution decisions with regard to significant credit institutions.

The SRB/Resolution College can decide to take resolution measures when the three following circumstances are cumulatively present: (i) The competent authority or the SRB/Resolution College has made the determination (in each case, after consulting each other), that a credit institution is failing or is likely to fail; (ii) there is no reasonable prospect that other private sector measures or supervisory intervention can be taken to prevent the failure of the institution; (iii) resolving the credit institution would be better from a public interest perspective than winding up the institution.

The resolution tools are: (i) the sale of (a part of) the assets/liabilities or the shares of the credit institution without the consent of shareholders, (ii) the transfer of business to a temporary structure (“*bridge bank*”) and (iii) the separation of clean and toxic assets and the transfer of toxic assets to an asset management vehicle and (iv) bail-in. Each decision will be subject to prior judicial control.

The fourth resolution tool, i.e. the bail-in tool, entered into force on 1 January 2016. It was implemented into Belgian law via the Royal Decree of 18 December 2015 amending the Credit Institutions Supervision Act. Bail-in is a mechanism to write down the liabilities (subordinated debt, senior debt and eligible deposits) or to convert debt into equity, as a means of restoring the institution's capital position. The bail-in tool applies to existing debt instruments as well.

The SRB/Resolution College is also empowered (and in certain circumstances required) to write

down or convert capital instruments (such as Common Equity Tier 1-, Additional Tier 1- and Tier 2-instruments), before or together with the use of any resolution tools, if it determines that a credit institution will no longer be viable if no measures are taken, that the resolution conditions are fulfilled and/or that a credit institution has asked for public support.

The applicability of the resolution tools and measures to credit institutions that are part of a cross-border group is regulated by the Royal Decree of 26 December 2015 amending the Credit Institutions Supervision Act, which entered into force on 1 January 2016.

Bank governance

The Credit Institutions Supervision Act also puts a lot of emphasis on the solid and efficient organisation of credit institutions and introduces to that effect a dual governance structure at management level, specialised advisory committees within the Board of Directors (audit committee, risk committee, remuneration committee and nomination committee), independent control functions, and strict remuneration policies (including limits on the amount of variable remuneration, the form and timing for vesting and payment of variable remuneration, as well as claw-back mechanics).

The Credit Institutions Supervision Act makes a fundamental distinction between the management of banking activities, which is within the competence of the Executive Committee, and the supervision of management and the definition of the credit institution's general and risk policy, which is entrusted to the Board of Directors. According to the Banking Law KBC Bank has an Executive Committee of which each member is also a member of the Board of Directors.

Pursuant to the Credit Institutions Supervision Act, the members of the Executive Committee and the Board of Directors need to permanently have the required professional reliability and appropriate experience. The same goes for the responsible persons of the independent control functions. The fit and proper standards have been further elaborated by the NBB in a circular of 17 June 2013.

The NBB Governance Manual for the Banking Sector ("**Governance Manual**") contains recommendations to assure the autonomy of the banking function, the organisation of the independent control functions and the proper governance of the credit institution.

As required by the Banking Law and the Governance Manual, KBC has drafted a Group Internal Governance Memorandum ("**Governance Memorandum**"), which sets out the corporate governance policy applying to KBC Group NV and its subsidiaries and of which the governance memorandum of KBC Bank forms part. The corporate governance policy of a credit institution must meet the principles set out in the law and the Governance Manual.

KBC Bank also has a Corporate Governance Charter which has been published on the website at www.kbc.com.

Solvency supervision

Capital requirements and capital adequacy ratios are provided for in the CRR, transposing the Basel III regulation into European law. CRR requires that credit institutions must comply with several minimum solvency ratios. These ratios are defined as Common Equity Tier 1, Tier 1 or Total capital divided by risk weighted assets. The absolute minimum is a Common Equity Tier 1 ratio of 4.5%. Risk weighted assets are the sum of all assets and off-balance sheet items weighted according to the degree of credit risk that is inherent in it. The solvency ratios also takes into account market risk with respect to the bank's trading book (including interest rate and foreign currency exposure) and operational risk in the calculation of the weighted risk. On top of the capital requirements defined by the solvency ratios, the regulation imposes a capital conservation buffer and in certain cases a systemic risk buffer and/or a countercyclical buffer.

Solvency is also limited by the leverage ratio, which compares Tier 1 capital to non-risk weighted assets.

The payment of dividends by Belgian credit institutions is not limited by Belgian banking regulations, except indirectly through capital adequacy and solvency requirements when capital ratios fall below certain thresholds. The pay-out is further limited by the general provisions of Belgian company law.

Large exposure supervision

European regulations ensure the solvency of credit institutions by imposing limits on the concentration of risk in order to limit the impact of failure on the part of a large debtor. For this purpose, credit institutions must limit the amount of risk exposure to any single counterparty to 25% of the total capital. European regulations also require that the credit institutions establish procedures to contain concentrations on economic activity sectors and geographic areas.

Money laundering

Belgium has implemented Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing by adjusting an Act of 11 January 1993 (as amended from time to time). This legislation contains a preventive system imposing a number of obligations in relation to money laundering and the financing of terrorism. These obligations are related, among other things, to the identification of the client, special attention for unusual transactions, internal reporting, processing and compliance mechanisms with the appointment of a compliance officer and employee training requirements. When, after investigation, a credit or financial institution suspects money laundering to be the purpose of a transaction, it must promptly notify an independent administrative authority, the Financial Intelligence Unit. This Unit is designated to receive reports on suspicious transactions, to investigate them and, if necessary, to report to the criminal prosecutors to initiate proceedings. The NBB has issued guidelines for credit and financial institutions and supervises their compliance with the legislation. Belgian criminal law specifically addresses criminal offences of money-laundering (Article 505, paragraph 1, 2, 3 and 4 of the Criminal Code) and sanctions them with a jail term of a minimum of 15 days and a maximum of 5 years and/or a penalty of a minimum of EUR 26 and a maximum of EUR 100,000 (to be increased with the additional penalty, or – in other words – to be multiplied by 6) or, for legal entities, a fine of a minimum of EUR 500 and a maximum of EUR 200,000 (to be increased with the additional penalty or, in other words, to multiplied by 6)

Consolidated supervision – supplementary supervision

KBC Bank is subject to consolidated supervision by the ECB on the basis of the consolidated financial situation of KBC Group NV, which covers among other things solvency as described above, pursuant to Articles 165 and following of the Banking Law. As a subsidiary of a mixed financial holding company (KBC Group NV) and part of a financial conglomerate, KBC Bank is also subject to the supplementary supervision of the ECB, according to Directive 2011/89/EU of 16 November 2011 amending Directives 98/78/EC, 2002/87/EC, 2006/48/EC and 2009/138/EC as regards the supplementary supervision of financial entities in a financial conglomerate (implemented in Articles 185 and following of the Credit Institutions Supervision Act). The supplementary supervision relates to, among other things, solvency, risk concentration and intra-group transactions and to enhanced reporting obligations.

The consolidated supervision and the supplementary supervision will be aligned as much as possible, as described in Article 170 of the Credit Institutions Supervision Act.

KBC Asset Management

As from June 2005, the status of KBC Asset Management has been changed from “*investment firm*” to a “*management company of undertakings for collective investment in transferable securities (UCITS)*” (“**UCITS-management company**”). Its activities are, *inter alia*, the management of UCITS and the management of portfolios of investments in accordance with mandates given by investors on a discretionary, client-by-client basis. KBC Asset Management is subject to detailed, comprehensive regulation in Belgium, supervised by the FSMA.

The UCITS-management company regime in Belgium is governed by the Law on certain forms of collective management of investment portfolios of 3 August 2012, as amended from time to time (“**Act of 3 August 2012**”). The Act of 3 August 2012 implements European Directive 2001/107/EC of 21 January 2002 relating to UCITS, as amended from time to time. The Act of 3 August 2012 regulates management companies and sets forth the conditions under which UCITS-management companies may operate in Belgium; furthermore, it defines the regulatory and supervisory powers of the FSMA.

The regulatory framework concerning supervision on UCITS-management companies is mostly similar to the regulation applicable to investment firms. The Act of 3 August 2012 contains, *inter alia*, the following principles:

- certain minimum paid-up capital requirements and rules relating to changes affecting capital structure;
- obligation for management companies to carry out their activities in the interests of their clients or of the UCITS they manage (e.g. creation of Chinese walls);
- obligation to provide, on a periodical basis, a detailed financial statement to the FSMA;
- supervision by the FSMA; and
- subjection to the control of Statutory Auditors.

14. Material Contracts

KBC Bank has not entered into any material contracts outside the ordinary course of its business which could result in any member of KBC Bank Group being under an obligation or entitlement that is material to KBC Bank's ability to meet its obligations to its creditors.

15. Recent Events

16. The important recent events are to be found in the KBC Bank's annual report for 2015 (available on www.kbc.com), note 42 (post balance sheet events) of the Consolidated Financial statements.

The main sources for this section are the EBA, the ECB and the European Commission.

Banking sector

After ongoing recapitalization in the aftermath of the Lehman and Eurocrisis, Eurozone banks continued with strengthening their balance sheet, building on the ECB's comprehensive assessment exercise in 2014. At the same time, they adjust business models to the evolving regulatory and challenging operating environment. While overall progress is significant, challenges remain. Specifically in the Eurozone periphery, a legacy of problem assets continues to weigh on banks' capacity to simultaneously build up capital buffers and provide credit to the real economy. On the other hand, banks' asset quality in core countries like Belgium withstood the recent crises years remarkably well. A similar heterogeneous picture is valid in Central Europe, with declining, yet still high nonperforming loans and subdued lending activity in Hungary, but good asset quality and firm credit growth in the Czech Republic and Slovakia.

Looking forward, the macrofinancial environment in the Eurozone looks better than during past years, notwithstanding remaining challenges. Enhanced economic governance and the banking union, though still incomplete, significantly strengthened the Eurozone architecture and offer a more stable banking sector environment than in past years, as witnessed during the summer 2015 episode of the Greek crisis: although weighing on investor sentiment, the direct contagion to other periphery euro area sovereigns was limited and short-lived. In the meantime, evidence is growing that the low interest rate environment, including negative

central bank rates, will be there for longer than assumed before, continuing to offer a challenging environment for banks' revenue growth. Also new technologies trigger new challenges to banks' business models, while regulatory requirements remain tough. Banks with a large customer and diversified income base are likely best suited to cope with these challenges.

General economic environment and risks

From a macro-economic point of view, during Q4 the clear difference in growth performance between emerging and developed markets remained in place. In particular, the sustainability of Chinese economic growth was questioned by financial markets. However, the strong labour market reports in the US in the fourth quarter dampened financial markets' fear of a strong negative spill-over from emerging to developed markets. As a result, the Fed raised its policy rate on its December meeting by 25 basis points. After all, Q4 growth in the US turned out to be weaker than expected, mainly driven by weaker consumption, investment and net exports. The euro area continued its recovery as well and the unemployment rate fell to 10.6% at the end of 2015. The low inflation in the euro area, however, led the ECB to further ease its monetary policy stance. Headline inflation remains below the ECB's inflation target of just below 2%. The main reasons remained the sharply falling oil price and the still high unemployment level in the euro area, which prevents a meaningful wage growth. Q4 ended with a renewed increase of uncertainty on financial markets after the depreciation of the Chinese renminbi versus the US dollar. Although this depreciation was the result of a change of policy reference, away from only the US dollar towards a basket of currencies of China's main trading partners, it was enough to raise doubts again about the sustainability of the Chinese economic growth model.

So far in 2016, uncertainty on financial markets, stock market corrections and falling benchmark bond yields has continued. In January the oil price temporarily fell to below 30 US dollar per barrel Brent, driving inflation to levels lower than anticipated, but in the months thereafter it rebounded to above 40 US dollar in April. The ECB eased its policy stance further in March by reducing its deposit rate to -40 basis points. On the other hand, the Fed is likely to continue cautiously its rate normalisation path in 2016. This policy divergence between the Fed and the ECB will probably weaken the euro versus the US dollar somewhat in 2016.

Low inflation, accommodating monetary policy and fears of a global growth slowdown mean that bond yields will remain low during 2016. They will only rise very gradually once the unemployment rate in the euro area has fallen by enough to generate sustainable wage increases and the effect of the sharp fall of oil prices starts to drop out of the annual inflation rate. We expect the oil price to rise further in the course of 2016. Despite the expected continued turbulence in the emerging markets, we expect 2016 to be a year of sustained economic growth both in the euro area and in the US, with a broadly similar growth rate as in 2015. This growth will be mainly driven by domestic demand against the background of the expected weak contribution of international trade

17. Management of KBC Bank

The Board of Directors of KBC Bank has the powers to perform everything that is necessary or useful to achieve the corporate purpose of KBC Bank, with exception of those powers of which, pursuant to the law and the Articles of Association, solely another body is empowered to perform.

The corporate purpose of KBC Bank is set out in Article 2 of its Articles of Association. It includes the execution of all banking operations in the widest sense, as well as the exercise of all other activities which banks are or shall be permitted to pursue and all acts that contribute directly or indirectly thereto.

To the extent these laws and regulations apply to KBC Bank, KBC Bank complies with the laws and regulations of Belgium regarding corporate governance.

Pursuant to Article 24 of the Credit Institutions Supervision Act and Article 524bis of the Belgian Companies Code, the Board of Directors of KBC Bank has conferred powers on the Executive Committee to perform the acts referred to in Article 522 of the Belgian Companies Code and Article 18 of the Articles of Association of KBC Bank. However, this transfer of powers relates neither to the definition of general policy, nor to the powers which are reserved to the Board of Directors by law. The Board of Directors is responsible for the supervision of the Executive Committee. KBC Bank is not aware of any potential conflicts of interest between the duties to KBC Bank of the Members of the Board of Directors of KBC Bank detailed below and their private interests or other duties.

Members of the Board of Directors of KBC Bank are as follows:

Name and business address	Position	Expiry date of current term of office	External offices
LEYSEN Thomas Dennenlaan 9a Antwerpen 2020	Chairman	2019	Chairman of the Board of Directors of Umicore NV Chairman of the Board of Directors of Corelio NV Non-executive Director of Booischot NV Chairman of the Board of Directors of KBC Verzekeringen NV Chairman of the Board of Directors of KBC Group NV Executive Director of Tradicor NV Non-executive Director of Mediacore NV
GIJSENS Lucien KBC Bank NV Havenlaan 2 1080 Brussel	Executive Director	2019	Member of the Executive Committee of KBC Groep NV Executive Director of KBC Verzekeringen NV Chairman of the Board of Directors of K&H Biztosito Zrt Non-executive Director of Ceskoslovenska Obchodna Banka a.s. (SR) Member of the Board of CSOB Poist'ovna a.s. Non-executive director of K&H Bank Zrt Non-executive Director of CIBANK EAD Non-executive Director of KBC Bank Ireland plc. Non-executive director of DZI-General Insurance JSC Non-executive director of DZI Life Insurance JSC Non-executive director of KBC Asset Management NV Member of the Management Board of KBC Bank NV Dublin Branch Non-executive director of KBC Securities NV Non-executive director of KBC Start it Fund NV
HOLLOWS John KBC Bank NV Havenlaan 2 1080 Brussel	Executive Director	2017	Executive Director of KBC Verzekeringen NV Member of the Executive Committee of KBC Groep NV CEO (non-director) of Ceskoslovenska Obchodni Banka a.s. (CR)
POPELIER Luc KBC Bank NV Havenlaan 2	Executive Director	2017	Executive Director of KBC Verzekeringen NV Executive Director of KBC Groep NV Non-executive Director of KBC Credit Investments NV

1080 Brussel			
THIJS Johan KBC Bank NV Havenlaan 2 1080 Brussel	Executive Director/CEO	2017	Executive Director/CEO of KBC Verzekeringen NV Non-executive Director of Febelfin Executive Director/CEO of KBC Groep NV
VAN RIJSSEGHEM Christine KBC Bank NV Havenlaan 2 1080 Brussel	Executive Director	2018	Executive Director KBC Groep NV Executive Director KBC Verzekeringen NV Non-executive director of K&H Bank Zrt Non-executive director of CIBANK EAD Non-executive Director of KBC Bank Ireland Plc. Non-executive Director of Ceskoslovenska Obchodni Banka a.s. (CR) Non-executive Director of Ceskoslovenska Obchodna Banka a.s. (SR) Member of the Management Board of KBC Bank NV Dublin Branch
ARISS Nabil	Independent Director	2018	
DEPICKERE Franky Cera Philipssite 5/10 3001 Leuven	Non-executive Director	2019	Executive Director of FWR Consult cvba Executive Director of Cera cvba Executive Director of Cera Beheersmaatschappij NV Executive Director of BRS Microfinance Coop cvba Non-executive Director of CBC BANQUE SA Non-executive Director of KBC Groep NV Non-executive Director of KBC Verzekeringen NV Executive Director of Almancora Beheersmaatschappij NV Non-executive Director of International Raiffeisen Union e.V. Non-executive Director of Euro Pool System International BV Non-executive Director of Ceskoslovenska Obchodni Banka a.s. (CR) Member of the Management Board of KBC Ancora commanditaire vennootschap op aandelen
DISCRY Luc Cera Philipssite 5 B 10 3001 Leuven	Non-executive Director	2018	Non-executive Director of KBC Verzekeringen NV Non-executive Director of KBC Groep NV Non-executive Director of Precura Verzekeringen NV Executive Director of Cera Beheersmaatschappij NV Executive Director of Cera cvba
VANTHEMSCHE Pieter MRBB Diestsevest 40 3000 Leuven	Non-executive Director	2019	Non-executive Director of Agricord VZW Non-executive Director of KBC Groep NV Non-executive Director of KBC Verzekeringen NV Non-executive Director of Wit-Gele Kruis Vlaanderen Executive Director of Lukoban bvba

WITTEMANS Marc MRBB cvba Diestsevest 40 3000 Leuven	Non-executive Director	2018	Non-executive Director of KBC Groep NV Non-executive Director of Arda Immo NV Non-executive Director of Acerta cvba Non-executive Director of Acerta Consult cvba Non-executive Director of SBB Accountants en Belastingconsulenten cvba Executive Director of M.R.B.B. cvba - Maatschappij voor Roerend Bezit van de Boerenbond Non-executive Director of Aktiefinvest cvba Non-executive Director of KBC Verzekeringen NV Non-executive Director Acerta Public NV Non-executive Director of Shéhérazade Développement cvba Non-exécutive Director of SBB Bedrijfsdiensten cvba
FALQUE Daniel Bovenbosstraat 78 3053 Haasrode Belgium	Executive Director	2016	Non-executive Director of CBC Banque SA Executive Director of KBC Verzekeringen NV Member of the Executive Committee of KBC Groep NV Non-executive Director of Union Wallonne des Entreprises asbl
MORLION Lode Weststraat 18 8647 Lo-Reninge Belgium	Non-executive Director	2016	Non-executive Director of Financieringsvereniging voor de gemeenten van Gaselwest Non-executive Director of Cera Beheersmaatschappij NV Non-executive Director of Woonmaatschappij Ijzer en Zee bv cvba Non-executive Director of KBC Verzekeringen NV Non-executive Director of KBC Groep NV Non-executive Director of M&D Invest NV
VAN KERCKHOVE Ghislaine Wegvoeringstraat 62 9230 Wetteren	Non-executive Director	2016	Non-executive Director of Almancora Beheersmaatschappij NV Non-executive Director of Cera Beheersmaatschappij NV Non-executive Director of KBC Groep NV Non-executive Director of KBC Verzekeringen NV Non-executive Director of Carnegie Investment Bank AB
MAGNUSSON Bo	Independent Director	(*)	Non-executive Director of SBAB AB Non-executive Director of Sveriges Sakerstallda obligationer Non-executive Director of Norrporten AB Non-executive Director of Fastighetsaktiebolaget Norrporten AB Non-executive Director of Bmag AB

(*) Mr Bo Magnusson has been co-oupted as Independent Director by the Board of Directors on 17 February 2016. His co-uptation was approved by the ECB on 16 March 2016. His definitive appointment

will be He will be definitively appointed proposedby to the annual general meeting of 27 April 2016 for a period of 4 years, i.e. until the close of the annual general meeting of 2020.

18. Members of Audit Committee

The Audit Committee has been set up by the Board of Directors and has -with some limited legal exceptions- an advisory role. The Audit Committee, among other things, supervises the integrity and effectiveness of the internal control measures and the risk management in place, paying special attention to correct financial reporting.

The powers and composition of the Audit Committee, as well as its way of functioning, are extensively dealt with in the Corporate Governance Charter of KBC Bank.

The members of the Audit Committee of KBC Bank are also members of its Board of Directors and are:

Nabil Ariss

Bo Magnusson

Marc Wittemans

19. Members of the Compliance and Risk Committee

The Compliance and Risk Committee has been set up by the Board of Directors and has an advisory role. The Risk and Compliance Committee, among other things, provides advice to the Board of Directors about the current and future risk tolerance and risk strategy.

The powers and composition of the Risk and Compliance Committee, as well as its way of functioning, are extensively dealt with in the Corporate Governance Charter of KBC Bank .

The members of the Risk and Compliance Committee of KBC Bank are also members of its Board of Directors and are:

Franky Depickere

Nabil Ariss

Bo Magnusson

20. Statutory Auditors

The auditors of KBC Bank are Ernst & Young Bedrijfsrevisoren BCVBA (*erkend revisor/réviseur agréé*), represented by P. Vanderbeek and/or C. Weymeersch, with offices at De Kleetlaan 2, B-1831 Diegem Brussels. The auditors of the Issuer are members of the *Instituut van de Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises*. The financial statements of the Issuer have been audited in accordance with the ISAs for the year ending 31 December 2014 and as of and for the year ending 31 December 2015 and resulted, in each case, in an unqualified opinion. The auditors of the Issuer have no material interest in the Issuer.

The reports of the auditors of the Issuer are incorporated by reference in the form and context in which they are incorporated by reference, with the consent of the auditors.

21. Litigation

This section concerns material litigation to which KBC Bank or any of its companies (or certain individuals in their capacity as current or former employees or officers of KBC Bank or any of its companies) are party. It describes all claims, quantified or not, that could lead to the impairment of the company's reputation or to a sanction by an external regulator or governmental authority, or that could present a risk of criminal prosecution for the company, the members of the board or the management.

Although the outcome of these matters is uncertain and some of the claims concern relatively substantial amounts in damages, the management does not believe that the liabilities arising from these claims will adversely affect KBC Bank's consolidated financial position or results, given the provisions that, where necessary, have been set aside for these disputes.

Judicial inquiries and criminal proceedings

- (i) From late 1995 until early 1997, Kredietbank NV, the predecessor of KBC Bank and KB Consult NV (**KB Consult**) were involved in the sale of "cash companies" to various purchasers. A "cash company" is characterised by the fact that a substantial majority of the assets consist of accounts receivable, fixed financial assets, cash and other highly liquid assets. KB Consult acted as an intermediary between the seller and the purchaser of the cash companies. The involvement of KBC Bank differed from sale to sale, but generally related to the handling of payments and the granting of loans. The transfer of a cash company is in principle a legal transaction. However, in March 1997, KB and KBC Bank Consult discovered that certain purchasers of these cash companies failed to reinvest such companies' cash in qualifying assets and to file tax returns for the cash companies they purchased in order to thereby defer the taxes owed by such companies. KB and KBC Bank and KBC Consult immediately took the necessary measures to preclude any further involvement with these parties. The activities of KB Consult were subsequently wound up.

KBC Bank and KB Consult were summoned separately or jointly to court in 28 legal actions. This resulted in 20 lawsuits of which 17 are still pending before the courts. In one lawsuit the court ruled that KB Consult was summoned as third party without cause and therefore the claim was dismissed. In two lawsuits, of which one is degree of appeal, the claims of the Belgian State were dismissed and the judgments are definite. Subsequently the provision for these cases was offset in the accounts. KB Consult was placed under suspicion by an investigating magistrate in December 2004. A provision of EUR 28.4 million (status as at 31 March 2016) has been constituted to cover the potential impact of any liability with respect to these actions.

In addition to KB Consult and KBC Bank, KBC Group was also summoned before the Chambers section of the Court of First Instance in Bruges on 25 February 2009. The charges against the aforesaid KBC entities only relate to the use of false documents. The trial was postponed several times. On 9 November 2011 a judgment ordered KBC Bank and KB Consult to be prosecuted together with 21 other parties indicted of various crimes with regard to tax fraud. The claim against KBC Group was dismissed. An appeal was lodged against this dismissal by the Prosecutor and two civil parties. On October 27, 2015 the court decided the prosecution was barred by limitation and ordered the dismissal of prosecution of KBC Group together with other parties. KBC Bank and KB Consult, which did not appeal the court order of November 9, 2011 were summoned before the Court of First Instance in Bruges on December 16, 2015. The case was postponed several times and has been scheduled for a hearing on 25 May 2016.

- (ii) In 2003, an important case of fraud perpetrated by an employee, Atilla Kulcsár, involving about EUR 140.6 million, came to light at K&H Equities in Hungary. Orders and portfolio statements of clients were forged. Many clients suffered substantial losses in their portfolio as a result of unauthorised speculation and the misappropriation of funds. On 28 August 2008 a Budapest court

sentenced Atilla Kulcsár to eight years imprisonment and a fine of 230 million forints. The court acquitted Tibor E. Rejto, former CEO of K&H Bank, who had also been charged with embezzlement as an accomplice. Other persons involved were sentenced to severe punishments. The Public Prosecutor and all the persons who had been found guilty filed an appeal before the Court of Appeal. On May 27, 2010, the Court of Appeal annulled the first instance court verdict and ordered a complete retrial. The new trial before the first instance court started on 1 December 2010 and several hearings took place. A verdict was rendered on 29 December 2015: Atilla Kulcsár was sentenced to 6,5 years of prison, and Mr. Rejto was fully acquitted of all charges. The prosecutor appealed against this judgement.

All claims have been settled, either amicably or following an arbitral decision.

Other litigation

- (i) In March 2000, the Belgian State, Finance Department, summoned Rebeo (currently Almax Real Estate Services) and Trustimmo, two former subsidiaries of former Almax, currently KBC Real Estate, a Belgian subsidiary of KBC Bank, before the civil court in Brussels, together with four former directors of Broeckdal Vastgoedmaatschappij (a real estate company), for not paying approximately EUR 16.7 million in taxes due by Broeckdal Vastgoedmaatschappij. In November 1995, this company had been converted into a cash company and sold to Mubavi België (currently BeZetVe), a subsidiary of Mubavi Nederland (a Dutch real estate investment group). According to the Belgian State, Finance Department, Mubavi België did not make real investments and failed to file proper tax returns. A criminal investigation is pending. However Broeckdal Vastgoedmaatschappij contested the tax claims and in December 2002 commenced a lawsuit before the civil court in Antwerp against the Belgian State, Finance Department.

The civil lawsuit pending in Brussels has been suspended pending a final judgment in the tax lawsuit in Antwerp. An adjusted provision of EUR 31 million (at 31 March 2016) has been reserved to cover the potential impact of liability with respect to these actions.

In July 2003, Broeckdal Vastgoedmaatschappij, Mubavi België and Mubavi Nederland summoned KBC Bank, KB Consult, Rebeo and Trustimmo before the commercial court in Brussels in order to indemnify them against all damages the former would suffer if the tax claims were approved by the court in Antwerp. In March 2005, Mubavi Nederland was declared bankrupt by the court of 's-Hertogenbosch in the Netherlands.

In November 2005, KBC Bank, KB Consult, Rebeo and Trustimmo and the four former directors of Broeckdal Vastgoedmaatschappij summoned the auditor of Broeckdal Vastgoedmaatschappij, Deloitte & Touche, before the civil court in Brussels in order to indemnify them for any amount they should be ordered to pay as a result of the aforementioned claims. In November 2008 Mubavi België (currently BeZetVe) was also declared bankrupt by the commercial court in Antwerp.

On November 2, 2010 Broeckdal Vastgoedmaatschappij was declared dissolved by the commercial court in Antwerp and the liquidation of the company was closed by judgment of 13 September 2011 by the same court.

- (ii) KBC Bank and subsidiaries such as K&H Bank and CSOB SK received numerous complaints about CDO notes issued by KBC Financial Products that were sold to private banking and corporate clients and which have now been downgraded. Such clients have been asking for their notes to be bought back at their original value.

KBC Bank decided to examine all CDO related files with respect to private banking and retail clients on a case-by-case basis and to settle the disputes as much as possible out of court.

In Belgium settlements were reached with clients in KBC Bank Private Banking and Retail Banking.

As a result of complaints, some Corporate Banking files were also examined. Subsequently negotiations started in the files where a decision to propose a settlement was taken and in a limited number of files settlements were reached. Only a few lawsuits are on-going. In ten cases the courts rendered judgments in favour of KBC. In one case, the court decided that the bank and the client were jointly responsible. KBC Bank appealed against this decision in June 2013. In one case the court of appeal in Brussels ruled on 11 July 2014 in favor of KBC Group and condemned the plaintiff for frivolous action. In another case the court of appeal in Antwerp rendered on 5 February 2015 a judgment entirely in favor of KBC Bank. More recently the court of appeal in Brussels rendered on 24 November 2015 a judgement entirely in favour of KBC Bank. Four cases are currently pending in degree of appeal.

In Hungary a marketing brochure was used which could be misinterpreted as a guarantee on a secondary market and contained a possibly misleading comparison with state bonds. In more than 94% of the files, a settlement has been reached. A limited number of clients started a lawsuit. Most of the lawsuits were terminated by a settlement out of court; a few number of remaining court cases were lost and settled; all court proceedings are now finished.

On 10 December 2009, the Hungarian Competition Authority (HCA) passed a resolution whereby K&H was ordered to pay a fine of HUF 40,000,000 (approximately per EUR 150,000) based on the violation of the Hungarian Act on the prohibition of unfair and restrictive market practices in relation to K&H's trade in CDO bonds. The appeal filed by K&H against the HCA resolution was rejected by the Budapest Metropolitan Court. K&H Bank submitted a revision claim before the Supreme Court which approved in May 2012 the second level decision.

In CSOB SK a similar approach as in Belgium was followed and in all cases of CDO investments with Private Banking and Retail clients, settlements were reached. No lawsuit in respect of CDO investments is pending.

- (iii) Lazare Kaplan International Inc. is a U.S. based diamond company (LKI). Lazare Kaplan Belgium NV is LKI's Belgian affiliate (LKB). LKI and LKB together are hereinafter referred to as LK. Since 2008, LKB has been involved in a serious dispute with its former business partners, DD Manufacturing NV and KT Collection BVBA (Daleyot), Antwerp based diamond companies belonging to Mr. Erez Daleyot. This dispute relates to a joint venture LK and Daleyot set up in Dubai (called Gulfdiam).

LKB and Daleyot became entangled in a complex litigation in Belgium, each claiming that the other party is their debtor. Daleyot initiated proceedings before the Commercial Court of Antwerp claiming the non-payment of commercial invoices for an amount of (initially) approximately USD 9 million. LKB launched a counter claim claiming the non-payment of commercial invoices for (initially) an amount of approximately USD 38 million.

The dispute has escalated to the degree that LK is directly involving Antwerpse Diamantbank NV ("ADB") and KBC Bank by launching legal claims against ADB in Belgium (Antwerp) and against both ADB and KBC in the USA (New York) alleging that LK was swindled out of some USD 140 million by DD Manufacturing and other Daleyot entities in cooperation with ADB. This development was triggered by the fact that, at the end of 2009, ADB terminated LK's credit facilities and started proceedings before the Commercial Court in Antwerp.

Essentially, all legal proceedings initiated by LK against ADB and/or KBC Bank in Belgium and the USA only relate to the dispute between ADB and LKI with regard to the termination of the credit facility and the recovery of all the monies LKI owes under the terminated credit facility.

The merger between KBC Bank and ADB by absorption of the latter that took place on 1 July 2015 entails that KBC, whether in its own name or in its capacity as legal successor to ADB, remains the only counterparty in all proceedings against Lazare Kaplan. However, for the sake of clarity further reference is made to ADB on the one hand and KBC on the other hand since all proceedings were initiated before the merger.

Overview legal proceedings

Commercial Court of Antwerp

Proceedings initiated by ADB against LKI in order to recover the monies owed to it under the terminated credit facility (approximately USD 45 million in capital).

LKB voluntarily intervened and claimed an amount of USD 350 million from ADB. LKI launched a counterclaim of USD 500 million (including the USD 350 million of LKB) against ADB.

LK appealed against the latest decision of the Commercial Court by which a briefing round was scheduled. A hearing before the Court of Appeals is set for September 26, 2016 and the proceeding before the commercial court is postponed sine die.

Commercial Court of Antwerp

LK filed four separate winding-up petitions against certain Daleyot entities. LK also involved both ADB and ABN Amro in this proceeding in order to declare the court decision to be taken opposable vis-à-vis ADB en ABN. On 23 June 2015, the Court decided that the proceedings against DDM Holding, K.T.Collection & Kertalor Holding became meaningless given the commencement of the voluntary liquidation proceedings of the Daleyot related entities. By decision of 15 September 2015 the Commercial Court of Antwerp declared K.T. Collection bankrupt.

On 26 May 2015, the proceedings against DD Manufacturing were postponed sine die. On 5 November 2015, DD Manufacturing is declared bankrupt. DD Manufacturing appealed against this decision. On 18 February 2016, the Court of Appeal dismissed the appeal.

Commercial Court of Antwerp

LK launched proceedings against ADB and certain Daleyot entities. This claim is aiming at having certain transactions of the Daleyot entities declared null and void or at least not opposable against LK.

LK also filed a damage claim against ADB for a provisional amount of USD 60 million based on the alleged third party complicity of ADB. This case is still pending.

Commercial Court of Antwerp

Lazare Kaplan filed a proceeding against ADB and KBC claiming an amount of approx. 77 million USD, based on the alleged misbehavior of the banks regarding the granting and maintaining of the credit facilities to the Daleyot entities. In its last court brief Lazare Kaplan claims an additional amount of approx. 5 million USD. A court hearing will take place on October 11, 2016.

President of the Commercial Court of Antwerp

LKB launched proceedings against ADB, DD Manufacturing, KT Collection and Erez Daleyot before the President of the Commercial Court of Antwerp. LKB applies to the court for a.o. a sequestration of paintings, pledged by Erez Daleyot in favor of ADB concerning the DD Manufacturing and KT collection credit files. LKB also requests the court to impose penalty payments of an amount of 50.000 EUR. By decision dated 7 July 2015, the Commercial Court

referred the case to the Court of First Instance of Antwerp since the Commercial Court lacks jurisdiction over Lazare Kaplan's claim.

Court of First Instance of Antwerp (Judge of Seizures)

By decision of January 21, 2014 ADB obtained permission from the Antwerp Judge of Seizures to have LKI's claim against Trau Bros, as purchaser of the LK Botswana entity, put under garnishment. LKI has filed a petition with the Judge of Seizures against the garnishment. By decision of 8 June 2015 LKI's petition was dismissed.

Court of First Instance of Antwerp (Judge of Seizures)

Proceeding initiated by LKB which is aimed to declare ADB a debtor of LKB with respect to the alleged claim LKB has against D.D. Manufacturing for a provisional amount of 21 million EUR. This claim is based on the alleged untimely and improper declaration made by ADB with regard to the third party seizure against D.D. Manufacturing at the request of LKB. By decision of 23 June 2015 LKB's claim was dismissed.

Court of First Instance of Antwerp

Proceedings launched by LK against KBC, ADB and Erez Daleyot, his wife and certain Daleyot entities. This claim is aiming at having the security interests granted in favor of either KBC or ADB declared null and void or at least not opposable against LK. By decision dated 7 July 2015, the Commercial Court referred the case to the Court of First Instance of Antwerp since the Commercial Court lacks jurisdiction over Lazare Kaplan's claim.

Court of Cassation

LKI summoned ADB directly before the Criminal Court in Antwerp mainly under accusation of fraud, abuse of trust and money laundering
Both Criminal Court and Court of Appeals already decided that they have no jurisdiction over LKI's claim. LKI filed an appeal with the Court of Cassation but it was dismissed by decision of 28 April 2015.

Court of Cassation

Criminal complaint of LKI against ADB with the investigation magistrate of Antwerp on the basis of alleged bribery of ADB officers / directors by Daleyot.
The Chamber of Accusation declared the criminal complaint as inadmissible. LKI filed an appeal with the Court of Cassation. By decision of 28 April 2015 the Court dismissed LKI's appeal.

District Court Southern District of New York

Claim of USD 500 million initiated by LKI against both ADB and KBC, based on the so-called RICO-act; this claim is in fact a non-cumulative duplicate of the one brought before the Commercial Court in Belgium. After the District Court granted ADB's and KBC's motions to dismiss, the Court of appeals referred the case back to the District Court because the first decision of the District Court was not legally well-founded. Later on, the District Court ruled that reciprocal discovery is appropriate. LKI also requested the Court to impose on ADB an obligation to produce certain non-privileged documents. A court hearing took place on 5 May 2015. During this hearing LKI repeated its deposition request addressed to several ADB officers and lawyers. By decision of 31 July 2015, the Court allowed some depositions in advance of a hearing on the forum selection clauses. All depositions took place. By letter dated 22 February 2016, LKI requested the District Court a pre-motion conference to discuss a motion for sanctions against KBC. LKI claimed that the sworn declarations made by some of KBC's employees to the District Court were false and misleading. Moreover, LKI alleged that KBC concealed documents from the Court.

LKI sought a Court order sanctioning KBC by 1) holding that the Court has jurisdiction over the RICO-claim; 2) directing parties to proceed immediately with the merits discovery and 3) awarding Lazare it reasonable costs, attorneys' fees and expenses. KBC strongly disputed these new allegations. On 4 March 2016 followed the Court's order **denying** Lazare Kaplan's requests

for a pre-motion conference and to file a motion for sanctions against KBC. The Court directed the parties to file a joint status report by April 1, 2016.

- (iv) On 6 October 2011, Irving H. Picard, trustee for the substantively consolidated SIPA (Securities Investor Protection Corporation Act) liquidation of Bernard L. Madoff Investments Securities LLC and Bernard L. Madoff, sued KBC Investments Ltd before the bankruptcy court in New York to recover approximately 110 million US dollars' worth of transfers made to KBC entities. The basis for this claim was the subsequent transfers that KBC had received from Harley International, a Madoff feeder fund established under the laws of the Cayman Islands. This claim is one of a whole set made by the trustee against several banks, hedge funds, feeder funds and investors. In addition to the issues addressed by the district court, briefings were held on the applicability of the Bankruptcy Code's 'safe harbor' and 'good defenses' rules to subsequent transferees (as is the case for KBC). KBC, together with numerous other defendants, filed motions for dismissal. District court Judge Jed Rakoff has made several intermediate rulings in this matter, the most important of which are the rulings on extraterritoriality and good faith defences. On 27 April 2014, Judge Rakoff issued an opinion and order regarding the 'good faith' standard and pleading burden to be applied in the Picard/SIPA proceeding based on sections 548(b) and 559(b) of the Bankruptcy Code. As such the burden of proof that KBC should have been aware of the fraud perpetrated by Madoff in this matter is for Picard/SIPA. On 7 July 2014, Judge Rakoff ruled that Picard/SIPA's reliance on section 550(a) does not allow for the recovery of subsequent transfers received abroad by a foreign transferee from a foreign transferor (as is the case for KBC Investments Ltd). Therefore, the trustee's recovery claims have been dismissed to the extent that they seek to recover purely foreign transfers. In June 2015, the trustee filed a petition against KBC to overturn the ruling that the claim fails on extraterritoriality grounds. In this petition, the trustee also amended the original claim including the sum sought. The amount has now been increased to 196 million US dollars.
- (v) In the spring of 2008, KBC issued two bonds, KBC IFIMA 5-5-5 and KBC Group 5-5-5 (totaling 0.66 billion euros – also see Note 8 in the 2011 and 2012 annual reports). These structured bonds had a term of five years, a gross coupon of 5%, and were linked until their maturity to the public debt of five countries (Belgium, France, Spain, Italy and Greece). They allowed for early redemption of the residual value as soon as a credit event occurred with respect to one of these countries. When the 5-5-5 bonds were launched, the sovereign risks were generally regarded as very low. However, the unexpected, far-reaching changes in market conditions early in 2010 (the Greek crisis) changed the original risk profile of these bonds. At the start of 2011, KBC proactively decided to offer additional security to holders of 5-5-5 bonds and informed them of this in writing: if a credit event occurred, investors would still get back the amount they had invested, less the coupons already received and less taxes and charges. On 9 March 2012, a credit event actually occurred in Greece, and KBC honoured the promise it made. On 8 October 2012, a number of parties who had subscribed to the 5-5-5 bonds issued by KBC Group NV and by KBC IFIMA raised proceedings before Brussels Court of First Instance, as they were not satisfied with the proposed settlement. In the case involving the KBC Group NV issue, the court handed down a judgment on 20 January 2016, which found in favour of one of the plaintiffs. KBC Bank and KBC Group NV have examined the judgment in detail and are of the view that there is sufficient ground for appealing the case, and have therefore decided to file a petition to that effect.

DESCRIPTION OF THE MORTGAGE LOANS

The Mortgage Receivables to be sold and assigned to the Issuer on the Closing Date are any and all rights (whether actual or contingent) of the Seller against any Borrower under or in connection with any Mortgage Loan selected by agreement between the Seller and the Issuer. See further *Mortgage Receivables Purchase Agreement* below.

The Mortgage Receivables have been selected according to the criteria list set forth in the Mortgage Receivables Purchase Agreement and will be selected in accordance with such agreement, on or before the Closing Date (see *Mortgage Receivables Purchase Agreement* below).

For a description of the representations and warranties given by the Seller, see further *Mortgage Receivables Purchase Agreement*.

1. Mortgage Loans

1.1 Governing law

The Mortgage Loans are governed by Book VII, Title 4, Chapter 2 of the Code of Economic Law.

1.2 Interest Rates

The interest rate on each Mortgage Loan has been fixed for an interest period as of the date of the origination of the relevant Mortgage Loan.

The interest period can be equal to the term of the Mortgage Loan, in which case the interest rate is called a fixed interest rate.

If the interest period is not equal to the term of the Mortgage Loan, the interest rate will change at the end of the relevant interest period. The interest period can vary from one to twenty years. In this case, the interest rate is called a variable interest rate. The change to the interest rate is based on the change in an underlying reference index. Changes to the interest rate are subject to a maximum increase and decrease agreed upon origination of the relevant Mortgage Loan. The maximum increase of the interest rate may not exceed the maximum decrease.

Upon origination of the relevant Mortgage Loan, the Seller may grant certain discounts on the initial (fixed or variable) interest rate. Such discounts may be granted depending on, among other things, customer loyalty. The discounts are often granted if the Borrower satisfies and continues to satisfy the conditions for the discount. If the Borrower would no longer satisfy the conditions for the discount, the Seller may revoke such discount.

1.3 Types of Loans

The Mortgage Loans may have the form of a term loan or a revolving loan, under which the Borrower may, subject to certain conditions being satisfied and the agreement of the Seller, re-borrow repaid amounts.

The Mortgage Loans can be categorised according to their repayment schedules:

- (a) Linear Mortgage Loans; and
- (b) Annuity Mortgage Loans.

The types of Mortgage Loans set forth under (a) and (b) above are fully amortising, which means that the repayment schedules are designed so that the amount of the outstanding balance of the Mortgage Loans is zero after the last scheduled periodical payment has been made.

A Mortgage Loan with *linear* repayment is a Mortgage Loan under which the Borrower repays a fixed amount of principal per period, so that the debt gradually decreases. Due to the decreasing outstanding balance, the interest payment decreases proportionally. As a result, the gross mortgage costs (interest plus repayment of principal) decreases over time.

With an Annuity Mortgage Loan, the periodical gross payments under the Mortgage Loans remain the same, whereby the interest payments decrease and the repayments of principal increase.

1.4 Loan Security

The Mortgage Loans are secured by:

- (a) a first ranking Mortgage, or
- (b) a lower ranking Mortgage provided that the benefit of all higher ranking Mortgages on the same Real Estate has been transferred to the Issuer pursuant to the Mortgage Receivables Purchase Agreement;
- (c) and, as the case may be a mandate to create Mortgages.
 - (i) Mortgage

A Mortgage creates a priority right to payment out of the Mortgaged Assets, subject to mandatory statutory priorities (including beneficiaries of prior ranking mortgages).

The Mortgage Receivables relate to Mortgage Loans that are secured by a Mortgage which is used to also secure all other amounts which the Borrower owes or in the future may owe to the Seller, a so-called all sums mortgage (*alle sommen hypotheek / hypothèque pour toute somme*) (“**All Sums Mortgage**”). Part of the Mortgage Receivables relate to facilities which have the form of a revolving facility (*kredietopening / ouverture de crédit*). The Mortgage that is granted as security for this type of loans is used to secure all advances (*voorschotten / avances*) made available under such revolving facility.

Pursuant to Article 81quater of the Mortgage Act, advances granted under a revolving facility secured by a mortgage can be transferred to a VBS/SIC, such as the Issuer. Furthermore, pursuant to Articles 81quater and 81quinquies of the Mortgage Act, an advance or loan secured by an All Sums Mortgage which is transferred to a VBS/SIC, such as the Issuer, shall rank in priority to any debt which arises after the date of the transfer and which is also secured by the same All Sums Mortgage. However, whereas the transferred loan ranks in priority to further loans, it will have equal ranking with loans or debts which existed at the time of the transfer and which were secured by the same All Sums Mortgage, unless contractually agreed otherwise.

The Mortgage may be granted by either the Borrower or a third party collateral provider.

For steps taken to prevent any equal ranking with existing loans or advances that are not transferred to the Issuer, see *Mortgage Receivables Purchase Agreement*.

(ii) Mortgage Mandate

A Mortgage Mandate is often used in addition to a Mortgage to limit registration duties payable by the Borrower.

A Mortgage Mandate does not create an actual security interest and does not therefore create an actual priority right of payment out of the proceeds of a sale of the Mortgaged Assets. The Mortgage Mandate is an irrevocable mandate granted by a Borrower or a third party collateral provider to certain attorneys to create a mortgage as security for the Mortgage Loan and all other amounts which the Borrower owes or in the future may owe to the Seller. Only after creation of the Mortgage, the beneficiary of the Mortgage will have a priority right to payment out of the proceeds of a sale of the Mortgaged Assets. See further *Risk Factors – Mortgage Loans – Mortgage Mandates*.

(d) The Mortgage Loans may, as the case may be, be further secured by:

- (i) Debt Insurance Policies and Hazard Insurance Policies;
- (ii) an assignment of salary by the Borrower; and/or
- (iii) any pledge, set-off or unicity of account rights of the Seller pursuant to its applicable general banking terms and conditions.

SUMMARY OF THE PROVISIONAL PORTFOLIO

1. Summary of Provisional Portfolio as of 31 March 2016

The summary set out below relates to a Provisional Portfolio as of 31 March 2016. The final portfolio of Mortgage Loans will be substantially the same, but subject to minor shifts in the percentages.

1.1 Summary Statistics

Table 1

Current Balance of Mortgage Loans	4,020,934,400.91
Number of Mortgage Loans	46,539
Average Current Loan Balance	86,399.24
Number of Borrowers	34,647
Average Current Loan Balance per Borrower	116,054
Weighted Average Current Interest Rate	2.48
Weighted Average Seasoning (months)	32
Weighted Average Remaining Maturity (months)	198
Weighted Average Original Loan to Value	80.44
Weighted Average Current Loan to Value	65.80
Weighted Average Loan to Mortgage Inscription	1.28

1.2 Date of Origination

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the date of origination of their current balance is set out in Table 2.

Table '02' - Origination date

Origination date	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
1995	67,277.33	-	9	0.02	36.87	3.15	0.19	0.42	0.25	1.00	248.13
1996	101,863.94	-	16	0.04	32.18	3.90	0.17	0.41	0.22	1.00	236.53
1997	333,799.63	0.01	32	0.07	40.23	2.94	0.33	0.62	0.48	1.00	222.85
1998	572,839.22	0.01	38	0.08	40.78	3.68	0.37	0.72	0.58	1.22	211.23
1999	2,532,377.95	0.06	98	0.21	68.47	2.84	0.44	0.78	0.63	1.09	199.87
2000	1,078,019.87	0.03	38	0.08	77.78	1.98	0.44	0.79	0.57	1.01	190.34
2001	2,248,606.72	0.06	90	0.19	96.58	2.91	0.47	0.80	0.81	1.22	174.16
2002	6,120,151.18	0.15	178	0.38	98.98	2.29	0.44	0.80	0.84	1.17	163.49
2003	38,637,533.33	0.71	633	1.36	113.52	1.54	0.50	0.82	0.98	1.17	151.61
2004	36,838,948.88	0.92	698	1.50	125.22	1.43	0.50	0.81	1.02	1.22	139.53
2005	91,364,961.58	2.27	1,637	3.52	140.32	1.70	0.53	0.86	1.01	1.21	128.44
2006	51,369,936.09	1.29	771	1.66	162.86	3.03	0.59	0.88	1.13	1.29	117.22
2007	33,212,412.09	0.83	579	1.24	171.13	4.47	0.59	0.84	1.04	1.24	104.49
2008	39,414,865.41	0.98	646	1.39	178.47	3.86	0.59	0.81	1.15	1.31	92.52
2009	261,085,926.80	6.54	2,514	5.39	268.74	1.79	0.68	0.88	1.17	1.28	78.87
2010	314,393,278.98	7.82	3,222	6.92	273.92	2.01	0.69	0.87	1.18	1.29	69.88
2011	63,256,638.46	2.07	998	2.14	199.70	2.67	0.68	0.84	1.23	1.34	58.15
2012	67,528,871.14	1.68	770	1.65	193.41	2.57	0.63	0.81	1.28	1.36	43.34
2013	202,982,063.09	5.05	2,377	5.11	162.86	2.95	0.60	0.74	1.31	1.41	32.15
2014	1,378,597,617.63	34.29	16,083	34.56	196.42	2.66	0.60	0.79	1.28	1.37	17.33
2015	1,426,579,415.74	35.53	15,052	32.34	209.48	2.41	0.69	0.79	1.36	1.44	9.22
Total	4,020,934,400.91	100.00	46,539	100.00	198.09	2.48	0.60	0.80	1.28	1.38	32.25

1.3 Final Maturity Date

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across Final Maturity Date is set out in Table 3.

Table '03' - Final maturity date

1.4 Initial Maturity

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across their Initial Maturity is set out in Table 4.

Table '04' - Initial maturity in months

Final maturity date	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
2013 - 2017	5.505.396,74	0,14	705	1,51	15,27	3,32	0,19	0,62	0,51	1,14	101,60
2018 - 2022	185.113.207,54	4,60	6.598	14,18	57,05	2,52	0,33	0,66	0,83	1,20	55,61
2023 - 2027	710.258.043,22	17,66	11.814	25,39	111,12	2,27	0,46	0,69	1,11	1,28	37,32
2028 - 2032	947.000.337,71	23,55	10.463	22,48	169,78	2,40	0,62	0,78	1,27	1,37	34,82
> 2032	2.173.057.415,70	54,04	16.959	36,44	251,21	2,58	0,77	0,87	1,37	1,42	27,25
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

Initial maturity in months	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
0 - 71	49.842.909,79	1,24	2.328	5,00	42,87	2,02	0,31	0,64	0,79	1,19	15,11
72-107	82.158.924,79	2,04	2.308	4,96	75,33	2,36	0,39	0,67	0,92	1,22	16,02
108-143	447.987.214,49	11,14	8.647	18,58	102,83	2,30	0,44	0,64	1,11	1,29	19,99
144-179	284.200.784,94	7,07	4.139	8,89	137,40	2,49	0,53	0,72	1,22	1,36	25,90
180-215	598.656.021,41	14,89	7.269	15,62	161,36	2,48	0,60	0,76	1,26	1,36	25,86
216-251	1.188.129.616,54	29,55	11.216	24,10	206,77	2,50	0,68	0,81	1,36	1,43	30,34
252-287	192.831.712,65	4,80	1.714	3,68	233,65	2,57	0,75	0,89	1,32	1,39	39,20
288-323	919.048.187,99	22,86	6.840	14,70	266,06	2,63	0,80	0,89	1,35	1,40	33,60
324-360	238.214.144,96	5,92	1.908	4,10	273,97	2,24	0,80	0,95	1,21	1,30	82,40
> 360	19.864.883,35	0,49	170	0,37	286,98	2,52	0,81	0,93	1,21	1,31	78,96
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.5 Seasoning

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across their seasoning is set out in Table 5.

Table '05' - Seasoning in months

Seasoning in months	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
0 - 12	1.174.956.538,18	29,22	11.820	25,40	214,26	2,39	0,70	0,79	1,39	1,46	8,30

13 - 24	1.602.780.293,63	39,86	19.002	40,83	194,15	2,62	0,65	0,79	1,28	1,37	16,58
25 - 36	208.215.003,86	5,18	2.357	5,06	186,29	3,03	0,61	0,74	1,31	1,40	30,58
37 - 48	86.667.432,05	2,16	1.040	2,23	185,37	2,56	0,61	0,79	1,26	1,37	41,36
49 - 60	68.841.782,17	1,71	839	1,80	199,08	2,87	0,66	0,84	1,24	1,35	56,55
61 - 72	291.665.000,19	7,25	3.036	6,52	214,44	2,13	0,68	0,87	1,18	1,30	67,51
73 - 84	281.321.022,64	7,00	2.813	6,04	202,24	1,69	0,67	0,87	1,16	1,29	77,87
85 - 96	45.751.156,22	1,14	713	1,53	182,69	3,57	0,59	0,82	1,18	1,35	90,04
97 -108	33.705.858,75	0,84	593	1,27	170,55	4,53	0,58	0,82	1,02	1,23	102,56
109 -	227.030.313,22	5,65	4.326	9,30	137,56	2,18	0,53	0,85	1,01	1,22	133,06
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.6 Interest Rate

The distribution of the Mortgage Loans (both by current balance and number of Mortgage Loans) across their Interest Rate is set out in Table 6.

Table '06' - Interest rate

Interest rate	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Interest rate < 2,5	2.043.618.211,69	50,82	23.348	50,17	187,56	1,84	0,64	0,79	1,33	1,43	37,21
2.5 < Interest Rate <= 3.0	1.071.298.806,33	26,64	11.472	24,65	210,05	2,76	0,68	0,81	1,27	1,36	15,74
3.0 < Interest Rate <= 3.5	503.853.759,39	12,53	5.518	11,86	218,75	3,23	0,70	0,84	1,21	1,30	20,12
3.5 < Interest Rate <= 4.0	214.868.288,70	5,34	2.815	6,05	200,54	3,74	0,65	0,82	1,15	1,27	47,90
4.0 < Interest Rate <= 4.5	106.979.071,94	2,66	1.794	3,85	187,24	4,24	0,62	0,85	1,04	1,22	80,02
4.5 < Interest Rate <= 5.0	58.789.866,10	1,46	1.083	2,33	184,91	4,74	0,62	0,84	0,98	1,19	92,38
5.0 < Interest Rate <= 5.5	18.030.332,54	0,45	369	0,79	180,85	5,20	0,62	0,87	0,90	1,14	99,37
5.5 < Interest Rate <= 6.0	2.822.657,98	0,07	98	0,21	145,76	5,65	0,48	0,76	0,77	1,11	115,84
6.0 < Interest Rate <= 6.5	622.430,03	0,02	36	0,08	80,59	6,30	0,39	0,82	0,44	1,01	162,17
6.5 < Interest Rate <= 7.0	44.601,91	-	5	0,01	56,90	6,63	0,19	0,49	0,39	1,00	173,28

Interest Rate > 7.0	6.374,30	-	1	-	22,00	7,35	0,07	0,57	0,10	1,00	218,00
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.7 Interest Rate Type

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across types of Interest rate reset is set out in Table 7.

Table '07' - Interest rate review code

Interest rate review code	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
No review	2.528.387.839,14	62,88	29.389	63,15	203,12	2,86	0,66	0,80	1,29	1,39	21,27
1 y / 1 y	492.386.654,75	12,25	5.421	11,65	197,21	1,41	0,65	0,86	1,19	1,31	84,37
3 y / 3 y	601.507.189,89	14,96	6.688	14,37	189,68	2,00	0,65	0,79	1,32	1,41	30,19
5 y / 5 y	343.073.016,74	8,53	4.306	9,25	177,57	1,99	0,63	0,80	1,24	1,36	33,25
10 y / 5 y	46.740.693,95	1,16	669	1,44	176,16	2,97	0,63	0,86	1,06	1,23	92,68
15 y / 5 y	1.125.422,65	0,03	16	0,03	191,79	4,85	0,62	0,90	1,10	1,27	100,23
20 y / 5 y	7.713.583,79	0,19	50	0,11	275,56	3,12	0,79	0,87	1,49	1,54	27,57
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.8 Interest Rate Reset Date

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across their reset date is set out in Table 8.

Table '08' - Reset date

Reset date	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
2016	570.740.202,90	14,19	6.304	13,55	199,20	1,77	0,66	0,85	1,21	1,32	75,34
2017	363.007.356,41	9,03	4.596	9,88	183,70	1,92	0,64	0,80	1,26	1,36	40,33
2018	195.761.304,12	4,87	2.961	6,36	172,97	1,79	0,62	0,77	1,33	1,45	34,48
2019	196.939.792,51	4,90	3.283	7,05	163,10	1,99	0,58	0,79	1,14	1,30	40,98
2020	205.606.522,45	5,11	3.337	7,17	157,17	2,05	0,59	0,77	1,22	1,37	26,82
2021	33.141.108,24	0,82	851	1,83	94,50	2,76	0,41	0,69	0,97	1,25	60,74

2022	26.140.770,05	0,65	722	1,55	76,06	3,16	0,38	0,69	0,87	1,19	44,09
2023	41.487.817,12	1,03	909	1,95	95,30	3,04	0,41	0,64	1,06	1,29	34,82
2024	100.044.752,62	2,49	1.861	4,00	109,43	2,64	0,44	0,67	1,02	1,22	21,96
2025	135.067.051,31	3,36	2.321	4,99	115,51	2,52	0,47	0,68	1,09	1,26	22,68
2026	82.823.796,06	2,06	1.215	2,61	123,65	2,91	0,48	0,72	1,08	1,24	33,32
2027	61.025.716,50	1,52	850	1,83	135,43	2,99	0,52	0,72	1,12	1,27	30,19
2028	70.678.682,05	1,76	942	2,02	148,21	3,10	0,54	0,71	1,22	1,35	28,23
2029	148.106.333,52	3,68	1.778	3,82	161,59	2,84	0,60	0,76	1,24	1,34	19,76
2030	171.086.613,20	4,25	1.859	3,99	171,45	2,57	0,61	0,74	1,25	1,34	15,59
2031	62.125.234,98	1,55	687	1,48	183,82	3,23	0,66	0,84	1,20	1,30	36,06
2032	95.084.858,26	2,36	885	1,90	196,33	3,04	0,66	0,81	1,35	1,42	24,76
2033	115.601.178,01	2,87	1.024	2,20	207,57	2,97	0,68	0,80	1,40	1,46	20,51
2034	283.551.075,99	7,05	2.382	5,12	222,44	2,89	0,71	0,82	1,39	1,44	17,57
2035	327.620.086,20	8,15	2.586	5,56	231,85	2,52	0,74	0,81	1,45	1,49	11,37
2036	31.137.130,08	0,77	277	0,60	243,03	3,74	0,79	0,93	1,25	1,32	52,59
2037	55.469.531,43	1,38	482	1,04	256,22	3,49	0,78	0,89	1,30	1,36	35,38
2038	94.474.075,86	2,35	714	1,53	268,14	3,40	0,78	0,87	1,38	1,42	24,39
2039	246.912.498,30	6,14	1.719	3,69	281,60	3,09	0,81	0,89	1,41	1,44	17,75
2040	292.705.217,61	7,28	1.872	4,02	291,95	2,63	0,85	0,90	1,45	1,48	9,84
2041	9.311.252,78	0,23	86	0,18	301,88	4,15	0,85	0,94	1,19	1,27	48,97
2042	3.689.161,17	0,09	23	0,05	314,55	3,93	0,87	0,96	1,13	1,20	48,83
2043	928.304,60	0,02	7	0,02	328,29	3,98	0,86	0,88	1,12	1,20	35,18
2044	377.554,01	0,01	3	0,01	336,08	3,97	0,80	0,74	2,08	2,09	16,66
2045	289.422,57	0,01	3	0,01	349,81	3,23	0,86	0,95	1,71	1,73	11,17
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.9 Repayment Type

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across their repayment type is set out in Table 9.

Table '09' - Principal payment type

Principal payment type	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLT	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Linear	137.475.412,68	3,42	2.338	5,02	135,12	2,06	0,47	0,65	1,26	1,41	39,98
Annuity	3.883.458.988,23	96,58	44.201	94,98	200,26	2,50	0,66	0,81	1,28	1,37	31,95

Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22
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1.10 Principal Payment Frequency

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the principal payment frequency is set out in Table 10.

Table '10' - Principal payment frequency

Principal payment frequency	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Monthly	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.11 Loan Purpose

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the purpose of the loan is set out in Table 11.

Table '11' - Loan purpose

Loan purpose	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Purchase	1.962.980.167,99	48,82	18.286	39,29	213,86	2,36	0,71	0,83	1,32	1,40	39,50
Remortgage	1.608.103.499,57	39,99	23.331	50,13	178,44	2,70	0,62	0,80	1,19	1,32	18,04
Construction	449.850.733,35	11,19	4.922	10,58	198,97	2,24	0,59	0,72	1,39	1,46	51,15
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.12 Employment Type

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the employment status is set out in Table 12.

Table '12' - Employment type

Employment	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average	Weighted average	Weighted average	Weighted average	Weighted average LTM	Weighted average	Weighted average seasoning
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type		e			remaining maturity	interest rate	CLTV	OLTV		Adjusted LTM	g
Employed	3.602.671.608,52	89,60	42.075	90,41	199,43	2,49	0,66	0,81	1,26	1,36	32,24
Unemployed	49.685.854,84	1,24	673	1,45	196,81	2,61	0,64	0,83	1,02	1,18	37,69
Self employed	368.576.937,55	9,17	3.791	8,15	184,46	2,36	0,65	0,79	1,51	1,59	31,29
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.13 Occupancy Type

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across occupancy type is set out in Table 13.

Table '13' - Occupancy Type

Occupancy Type	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Owner occupied	3.328.113.498,63	82,77	35.181	75,59	204,93	2,50	0,67	0,81	1,25	1,35	31,72
Buy to let	218.356.817,65	5,43	2.510	5,39	148,53	2,38	0,59	0,73	1,37	1,48	30,79
Mixed commercial / private	83.338.889,64	2,07	1.099	2,36	137,00	2,27	0,54	0,66	1,35	1,46	31,96
Other	391.125.194,99	9,73	7.749	16,65	179,95	2,46	0,66	0,83	1,41	1,49	37,32
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.14 Property Type

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the property type is set out in Table 14.

Table '14' - Property Type

Property Type	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Residential house + apartment	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22
Total	4.020.934,4	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

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1.15 Provinces

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the Belgian provinces set out in Table 15.

Table '15' - Provincie

Provincie	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
Brussels Hoofdstedelijk gewest	51.794.823,32	1,29	469	1,01	178,10	2,45	0,66	0,80	1,61	1,69	37,01
Waals Brabant	16.095.735,80	0,40	171	0,37	190,64	2,59	0,64	0,81	1,35	1,43	43,77
Vlaams Brabant	674.034.144,26	16,76	7.305	15,70	194,54	2,46	0,64	0,80	1,36	1,45	33,77
Antwerpen	1.211.700.730,20	30,13	13.124	28,20	201,78	2,50	0,67	0,83	1,24	1,34	32,63
Limburg	542.033.548,17	13,48	7.212	15,50	202,47	2,57	0,67	0,80	1,19	1,30	30,07
Luik	63.567.364,28	1,58	702	1,51	189,77	2,60	0,68	0,79	1,21	1,32	31,95
Namen	3.263.111,86	0,08	50	0,11	164,17	2,44	0,64	0,89	1,04	1,18	37,63
Henegouwen	22.617.554,79	0,56	254	0,55	192,69	2,72	0,72	0,86	1,17	1,30	35,14
Luxemburg	4.991.918,18	0,12	78	0,17	145,92	2,26	0,60	0,76	1,24	1,37	28,15
West-Vlaanderen	657.696.240,27	16,36	8.232	17,69	195,16	2,45	0,66	0,79	1,28	1,37	30,55
Oost-Vlaanderen	773.139.229,78	19,23	8.942	19,21	197,31	2,43	0,65	0,79	1,32	1,41	32,52
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

1.16 Loan-to-value

The distribution of Mortgage Loans (both by current balance and number of Mortgage Loans) across the LTV set out in Table 16.

Table '16' - Current loan to value

Current loan to value	Outstanding balance	% Outstanding balance	Number of loans	% Number of loans	Weighted average remaining maturity	Weighted average interest rate	Weighted average CLTV	Weighted average OLTV	Weighted average LTM	Weighted average Adjusted LTM	Weighted average seasoning
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Current Loan To Value <= 10%	26.766.147,08	0,67	1.604	3,45	68,49	2,87	0,07	0,33	0,51	1,04	58,51
10% < CLTV <= 20%	117.667.266,81	2,93	3.500	7,52	100,95	2,46	0,16	0,40	0,72	1,07	41,35
20% < CLTV <= 30%	223.649.728,53	5,56	4.463	9,59	123,21	2,40	0,25	0,49	0,90	1,13	37,65
30% < CLTV <= 40%	305.628.027,13	7,60	4.881	10,49	144,84	2,39	0,35	0,57	1,07	1,23	36,73
40% < CLTV <= 50%	392.469.525,50	9,76	5.209	11,19	163,68	2,43	0,45	0,65	1,19	1,31	34,50
50% < CLTV <= 60%	461.973.194,15	11,49	5.386	11,57	182,15	2,41	0,55	0,73	1,27	1,36	33,22
60% < CLTV <= 70%	517.328.051,72	12,87	5.179	11,13	199,96	2,43	0,65	0,81	1,37	1,44	33,50
70% < CLTV <= 80%	592.206.588,79	14,73	5.373	11,55	212,35	2,46	0,75	0,88	1,42	1,48	32,85
80% < CLTV <= 90%	669.249.804,27	16,64	5.461	11,73	231,16	2,54	0,85	0,96	1,39	1,45	31,38
90% < CLTV <= 100%	713.996.066,93	17,76	5.483	11,78	249,90	2,61	0,95	1,02	1,36	1,41	23,53
Total	4.020.934.400,91	100,00	46.539	100,00	198,03	2,48	0,66	0,80	1,28	1,38	32,22

MORTGAGE LOAN UNDERWRITING AND MORTGAGE SERVICES

1. Underwriting and Approval Process

(a) Application process

All loan applications are processed through a local branch and the majority of these applications is approved at this level (85 % approval rate).

A loan application must be registered in an electronic registration system “KPD” (*Kredieten Particuliere Doeleinden*, transl. Retail purpose loans). The applicant must provide, with documentary evidence where necessary, information on the project, personal data (income, family situation, etc) as well as information on assets and liabilities. Since May 2015 this information is digitally stored. A financing scheme and the terms of the mortgage are agreed between the borrower and the bank. The borrower certifies the accuracy of the information by signing the application form. Credit applications are completed on the level of the local branch.

(b) Debt-to-income ratio (“DTI”)

The total debt-to-income ratio is calculated by dividing the total monthly debt obligations by the monthly net income. The monthly net income is defined as the income remaining after the deductions for social security and income taxes. The total debt obligations are defined as all financial obligations of a borrower at the time the credit application is submitted to the KBC Bank. The KBC Bank NV guideline is that the minimum household budget (= income after deduction of all loan payments) is since April 2014 at least 670 euro in case of 1 borrower or 990 euro in case of 2 or more borrowers. In case of children 290 euro has to be added to these amounts.

(c) Loan-to-value ratio (“LTV”)

According to internal guidelines of KBC Bank NV, the maximum LTV should not exceed 100 %. In cases where the LTV is higher than 100 % the basic interest rate can be increased by 1 %.

LTV = Loan to value: the value is the selling value of the real estate on which a mortgage or power of attorney to mortgage is taken for the considered loan. Customers can apply over time for different loans; each application can consist of different agreements which leads to different calculations.

LTV is not used as such in the application processes of KBC Bank. However, other policies lead to similar limitations. Among them specific policies on minimum down payments (depending on , for example, the purpose of the loan, risk level and amount) and on the "lending rate", a LTV variant, are applied (see definition below). The mortgage loan can be approved in the branches to a maximum lending rate of 90% of the value (excluding registration and notary costs) of the property over which the mortgage is granted. For reliable clients a mortgage loan can be approved to maximum lending rate of 100% of the value of the property. However, this situation is rather exceptional and as soon as the percentage exceeds 100% the borrower must pay a higher interest rate.

The **lending rate** is defined as a ratio between:

- (a) the loan amount, diminished by the non-mortgage collateral value (securities pledged basket); and
- (b) the "free" selling value of the real estate, on which a mortgage or power of attorney to mortgage exists linked to the loan and which is usable in case of delinquency.

"Free" means the value is diminished with the outstanding non-covered amounts of other loans linked to the same real estate.

The lending rate does not take into account the amount of the mortgage or power of attorney to mortgage or other loans which are not linked to the real estate. The lending rate is used in the application process together with other elements such as the total collateral amounts, the totality of all loans to that customer and the application score.

The lending rate is calculated by the complex formula:

$$\frac{\text{loan amount} - \sum_{\text{non mortgage collateral}} \text{collateral value}}{\sum_x (\text{selling value} - \text{mortgage amounts in preceding rank}) - \sum_y^{>0} (\text{outstanding amount} - \sum_z \text{other collateral value})} \cdot 100$$

where:

- x is real estate linked to the new loan application by the mortgage(s) or power(s) of attorney to mortgage;
- y is other KBC Bank loans having also a mortgage or power of attorney on the real estate considered in x; and
- z is all collaterals (as well as mortgages and powers of attorney as pledged baskets) linked to the loans considered in y.

(d) Property valuation

KBC Bank NV requires no official appraisal.

Exceptionally, an external appraisal can be requested.

(e) Credit History

Before taking a decision, the KPD-registration system automatically checks the borrower in the internal Risk and Damage database (*Risico- en Schade Bestand* or *RSB*) and the external Retail Loan database (*Centrale voor Kredieten aan Particulieren* or *CKP*). This database contains negative and positive external information. The information from the CKP database is compared with the information the borrower has provided to KBC Bank NV.

When negative information is available in CKP, the loan will automatically be declined. If a loan is declined on the basis of this negative information, the applicant can file a new application with the Head Office directly, and can, exceptionally, still be granted a loan, if there is a proof that the financial problems are solved.

(f) Income Check

The borrower's income is verified from an original pay stub or bank statement. The income must be registered in the KPD-system. A proof of the income (pay stub or bank statement) has to be kept in the (electronic) credit application file (at the head office). The head office checks whether it has received these documents in the file.

(g) Approval Process

The collected information that is registered in the KPD-system is used for a first risk assessment. On the basis of the risk assessment and the analysis of the guarantees, the KPD-application automatically delivers a “decision advice”. Delegation authority restrictions are based on this advice. The decision advice provides the loan manager with an indication as to whether a loan can be, given or not, and if not, what must be changed in the loan application (for example, a guarantee, involvement of another employee of KBC Bank with more decision delegation). In some cases (15 % in 2014) the decision must be taken at the head offices of KBC Bank.

2. Property Valuation

KBC Bank NV requires an in-house appraisal for every property to be financed. The respective branch manager uses a desk-top approach for the valuation.

For the purchase of an existing home or building plot, the sale price of that property (as registered in the notary deed) is used as a proxy for the market value of the home at time of purchase.

For new properties, the plans and the cost estimate by the architect will be reviewed by KBC Bank NV. The property is valued as follows:

100 % of the value of the building plot (valuation as described above)

+90 % of the budget (inclusive of VAT/excl. architectural costs)

For renovating an existing property, the plans and the cost estimate by the architect will be reviewed by KBC Bank NV. The property is valued as follows:

100 % of the value of the existing property (valuation as described above)

+75 % of the budget (incl. of VAT/excl. architectural costs)

Since end October 2013 a physical proof for the value (sales agreement, cost estimation of the architect, ...) is an obligatory document in the (electronic) loan file.

3. Disbursement of Funds

For the purchase of a home, full disbursement (by bank cheque or by transfer) will be made following the execution of the notarial deed.

If the loan is used for the building or renovation of a home, funds can only be drawn by presenting bills showing the purpose of the loan granted. The funds are transferred to the borrower's account and the borrower has to pay the supplier or furnisher. The funds must be drawn within twelve (12) months after date of the notarial deed. The period of disbursement can be prolonged once by maximum twelve (12) months. The borrower only pays interest on the portion of the loan which has been drawn. From the beginning of the 6th month after the notarial deed has been executed, the borrower must pay a commitment fee on the amount of the loan which has not been drawn yet.

4. Collection of Payments

Payments of interest and principal are made by direct debit from a KBC Bank NV bank- or saving account on a monthly basis.

5. Sales Channels

Mortgage loans are originated entirely through the branch network. No agents or brokers are used.

6. Characteristics

6.1 Credit facility agreement (“*kredietopening/ouverture de crédit*”)

KBC Bank NV enters into a “credit facility agreement” with the borrower, under which the borrower has the right to draw down one or more advances up to the agreed maximum amount of the facility. Each “advance” is a loan with its own characteristics. The mortgage secures all the advances made pursuant the credit facility.

There are two kinds of “credit facility agreements” in KBC Bank NV’s portfolio:

- (a) from 1 September 1998 to 5 December 2004: a credit facility agreement under which the borrower has the right to draw down from time to time one or more advances up to the agreed maximum amount of the facility. Each “advance” is a loan with its own characteristics. The mortgage secures all the advances made pursuant the credit facility. The borrower can ask for one or more advances, up to the agreed maximum amount of the facility (the bank has to agree on every advance). The term of the credit facility agreement was unlimited.
- (b) As from 6 December 2004: a credit facility agreement under which the borrower has the right to draw down one or more advances within a limited period after granting the credit facility agreement. Afterwards no more advances can be drawn down. The term of the credit facility agreement is limited to the term of the advance with the longest duration.

6.2 Characteristics of the Advances

<i>Characteristics</i>	<i>Possibilities</i>
<i>Repayment schemes</i>	<ul style="list-style-type: none">• equal instalments (“annuity” method)• equal principal repayments (“linear” method)• monthly interest-only instalments (not frequent) (not included in securitisation transaction)• progressive payments (only in portfolio – no new loans since February 2015)
<i>Formulas of “variability”</i>	<ul style="list-style-type: none">• annually (1-1-1)• every 3 years (3-3-3)• every 5 years (5-5-5)• every 5 years after an initial period of 10 years (10-5-5) (only in portfolio- no new loans since February 2015)• every 5 years after an initial period of 20 years (20-5-5) (only in portfolio- no new loans since February 2015)• fixed rates (from 10 to 30 years)
<i>Caps and Floors</i>	<ul style="list-style-type: none">• cap and floor for variable rate loans :.<ul style="list-style-type: none">+5 % / -5% p.a. (only in portfolio)+2% / - unlimited downward+0% / - unlimited downward (only in portfolio)+3% / -3%
<i>Formula of revision</i>	For advances under the mortgage law from 1998,

$$MR_1 = MR_0 + (I_1 - I_0)$$

where:

I_0 = monthly based reference index for the penultimate calendar month prior to the offer date as published in the Belgian Official Gazette;

I_1 = monthly based reference index for the penultimate calendar month prior to the interest-rate review as published in the Belgian Official Gazette ;

MR_1 = new monthly interest rate;

MR_0 = monthly interest rate originally agreed for the first period

For advances under the mortgage law from 1992

$$MR_1 = \frac{MR_0 \times I_0}{I_0}$$

where:

I_0 = yearly based reference index for the second calendar month prior to the offer date as published in the Belgian Official Gazette;

I_1 = yearly based reference index for the second calendar month prior to the interest-rate review as published in the Belgian Official Gazette;

MR_1 = new monthly interest rate;

MR_0 = monthly interest rate originally agreed for the first period.

Amount (size of the advance)

- minimum EUR 2.500
- maximum depending on purpose, guarantees and DTI

Maturity max. 30 years

KBC Bank NV also provides bridge loans to finance the period between a purchase of a new home and the sale of the previous home. The bridge loans have a maturity of maximum one year. Principal and interests are paid at the same time when the funds of the new mortgage loan are available. A prepayment penalty (a reinvestment fee) is not paid by the borrower in case of early repayment on a bridge loan. Bridge loans will not be included in the securitisation transaction.

6.3 Security and Insurance

A right to attach the customer's salary in case of default is granted to KBC Bank NV at the time of loan origination by all customers. This clause is part of the contract, which the customer signs at the inception of the loan. In the event the customer is married, Belgian law requires that both spouses sign the loan documentation, including the above mentioned clause. In this way, KBC Bank NV can, if necessary, attach both of the spouses' salaries.

A true mortgage is a security that is often used in Belgium, because of the benefit of a tax deduction or tax credit with respect to interest and principal which only exists if a home loan is accompanied by a mortgage. The majority of the home loans of KBC Bank NV are secured by a true mortgage.

A reduced portion of the KBC Bank NV home loans are granted without a true mortgage. In that case, a “power of attorney” or “mandate” (in the form of a notarial deed) to create a true mortgage is granted by the customer to KBC Bank NV. This process can be used for very creditworthy customers to reduce the mortgage registration costs. A combination of a true mortgage (for a limited amount) and a power of attorney is becoming the norm in the current market (interesting for fiscal reasons).

Since 1995, a “negative pledge agreement” is included in the home loan documentation of KBC Bank NV. This clause generally stipulates that the customer (i) promises not to grant another mortgage on the same property to another bank, and (ii) promises not to sell the property.

KBC Bank NV does not require credit insurance in connection with its mortgages. However, most borrowers understand the advantage of maintaining a life insurance policy. The debt insurance policy is not annexed to the notary deed. Neither the life insurance nor the hazard insurance policy is annexed to the notary deed.

6.4 Discounts

Most financial institutions apply a basic rate for their mortgage loans. Loyal customers can be granted a more favourable arrangement.

A distinction is made between “conditional” discounts and “commercial” discounts.

A “conditional” discount is a discount, which depends on one or more conditions (i.e. taking out a life or hazard insurance policy). As long as the conditions are fulfilled, the conditional discount is granted. From the moment that one of the conditions is no longer satisfied, the discount no longer applies.

A “commercial” discount is a discount that is granted to the customer for commercial reasons, i.e. to convince him to take the loan with KBC Bank NV. Once a “commercial” discount is granted, it can under no circumstances be withdrawn from the customer.

Until 5 December 2006, KBC Bank NV had only applied commercial discounts. From 5 December 2006, a combination of conditional and commercial discounts is possible.

6.5 Prepayments

A borrower may repay his mortgage loan in part (only once a year) or in full at any time.

In case of a partial repayment, the borrower can choose either to shorten the maturity of the mortgage loan (and thus keep the same monthly payments as scheduled) or to reduce the amount of the monthly payments (and thus keep the maturity as scheduled).

The borrower must pay a prepayment penalty equivalent to three (3) months of interest on the amount of principal prepaid.

7. Servicing

- (a) Credit risk monitoring and follow-up: various phases

Credit risk management of delinquent borrowers (i.e. borrowers who are in arrears on their mortgage loan or on any other credit product) can be divided into a number of phases:

- (i) the Monitoring Phase;
- (ii) the Special Mention Phase;
- (iii) the Possible Loss Phase;
- (iv) the Irrecoverable Phase; and
- (v) the Write-off Phase.

(b) Separation of responsibilities between local branches and head office

In the Monitoring Phase, the local branch is responsible for the credit risk supervision and is the point of contact for the borrower.

As soon as the credit risk is in the Special Mention Phase, the head office is responsible for supervision. As from that moment, the responsibility of the local branch is limited to providing relevant information to the head office.

(c) Start of credit risk monitoring – automatic processes

Credit risk monitoring and follow-up is triggered by risk warning signals. For mortgage loans, these signals arise primarily from the detection of arrears in payment.

Supervision is backed up by automatic processes. The main automatic processes are:

- (i) The monthly review of the credit portfolio: at the end of the month, the entire credit portfolio is scanned. If a borrower is more than five (5) days in arrears with at least one credit product, an electronic file is created and sent to the Monitoring Phase.
- (ii) The daily review of the credit portfolio: Each day, the entire credit portfolio is scanned. If a borrower is a certain number of days in arrears on at least one credit product, the file is allocated to the head office and transferred to the Special Follow-up Phase. For mortgage loans, this occurs automatically after the borrower is forty-five (45) days in arrears.
- (iii) The dunning procedure: borrowers are sent reminders about their delinquent credit situation. The letters are individualised per credit product. For mortgage loans, fifteen (15) days after non-payment of the instalment, a friendly reminder is sent. If the borrower fails to pay the arrears, a notice of default will be sent to the borrower by registered mail after he has been in arrears for thirty-five (35) days. This notice of default will be repeated every month until the arrears are paid or the credit product becomes due and payable.

(d) The Monitoring Phase

At the beginning of each month, the local office has to screen those customers for whom a new electronic file has been created. The local office can check the status of the followed-up customers in a special IT application.

Each month, a list of borrowers that are monitored will be sent to the relevant local branch. Based on this list, the branch can take a number of measures:

- (i) contact the borrower personally (by phone);
- (ii) set-off the arrears against credit balances on the borrower's accounts, subject to the certain legal limits;
- (iii) make arrangements with the customer to clear the arrears or change repayment schedule of the mortgage loan;
- (iv) create an additional mortgage by exercising the mortgage mandate, if any;
- (v) encourage the borrower to sell his property voluntarily;
- (vi) encourage the borrower to transfer his credit to another financial institution; and
- (vii) transfer the responsibility of the follow-up to the head office.

The local office records the actions taken in the electronic file of the customer.

If it is not possible to normalise the delinquent credit situation, the borrower's file will be transferred to the next follow-up phase.

(e) The Special Mention Phase

The borrower's file will be automatically transferred to the Special Mention Phase when he becomes delinquent on at least one credit product for a certain number of days. For mortgage loans, the transfer to the Special Mention Phase occurs after the borrower is forty-five (45) days in arrears.

The files of the borrowers can also be transferred to the Special Mention Phase sooner:

- (i) at the request of the local branch;
- (ii) if the local branch makes arrangements with the borrower to clear the arrears on his mortgage loan; and
- (iii) if serious credit events occurred (e.g. fraud).

In this phase, the head office will endeavour to have the borrower regularise his delinquent status. The measures that the head office may take are similar to those listed for the monitoring phase. Head office can consult the electronic file in order to know which measure the local office has already taken.

As from this phase, the local branch loses all decision authority. All accounts of the borrower (with or without an overdraft facility) will be automatically blocked in order to avoid additional limit overruns.

(f) The Possible Loss Phase

The borrower will be transferred to the Possible Loss Phase if, at the end of the month, he has been delinquent on at least one credit product for at least ninety (90) days.

This phase is an extension of the Special Mention Phase.

In this phase the head office will try to normalise the borrower's status. If it does not succeed, the credit products on which the borrower is in arrears will be accelerated to the extent contractually and legally possible.

Conciliation proceeding

For mortgage loans, as a rule, legal conciliation proceedings are initiated before the loan is accelerated. The conciliation proceedings will be initiated once the borrower has missed three complete repayment instalments. The conciliation phase can last for three (3) months.

In the conciliation proceeding, the borrower is required to appear before the competent court in order to provide KBC Bank NV with the possibility to foreclose the mortgaged assets (Court of first instance).

If the court rules that no conciliation is possible, KBC Bank NV will accelerate the loan without delay. If the court rules in favour of conciliation, the borrower will have a certain period to pay the instalments that are in arrears. If the borrower subsequently fails to comply with the payment arrangements, KBC Bank NV will be entitled to accelerate the loan immediately.

(g) The Irrecoverable Phase

A borrower goes in doubtful phase when KBC Bank NV is required to terminate the credit agreement or when there is no possibility of recovering the debt via the usual procedures.

For mortgage loans, the rule is that the loan is accelerated if the court rules that no conciliation is possible or if the borrower fails to comply with the payment arrangements imposed by the court (see paragraph (f)).

Consequences of the irrecoverable classification are :

- (i) the credit will be transferred from the normal accounting system to default claims accounting;
- (ii) a special debt recovery account will be opened. All future repayments will be transferred to this account; and
- (iii) specific provisions are booked.

The head office has a number of alternatives to recover these mortgage loans. Procedures are conducted as a matter of principle at the lowest expense for both KBC Bank NV and the borrower.

- (iv) payment arrangements may be allowed;
- (v) an application can be submitted to exercise the mortgage mandate, if any, to create a mortgage;
- (vi) the borrower can be encouraged to sell his property voluntarily;
- (vii) the borrower can be encouraged to transfer his loan to another financial institution;
- (viii) notice can be served on the borrower's employer with a view to assign the borrower's salary; and
- (ix) the file can be transferred to an attorney to commence the forced sale of the property.

The repayment of these mortgage loans generally occurs through a voluntary or forced sale of the mortgaged property. If the proceeds of the foreclosed property do not cover the outstanding amount of the mortgage loan, payment arrangements are discussed with the borrower.

A property is foreclosed on average after 2 and 3 years.

(h) The Write-off Phase

A borrower's file will be transferred to the Write-off phase if there is no longer any possibility of recovering the debt via the usual procedures. The claims outstanding will in this case be written off. For mortgage loans, this is the balance remaining after the mortgaged property has been sold.

KBC Bank NV must be able to justify the write-off to the tax authorities:

- (i) KBC Bank NV holds a certificate of uncollectibility (from a bailiff, ...);
- (ii) the payments received are not sufficient to pay accruing interest (= perpetual payment arrangements);
- (iii) the borrower's name has been officially removed from registers of births, deaths and marriages (gone missing);
- (iv) the amount of the claim is not significant enough to justify the expense of active follow-up;
- (v) the claim is forgiven by law (e.g., under a collective debt settlement or if a bankrupt's debts are excused);
- (vi) the borrower has died and left no heirs; and
- (vii) KBC Bank NV has reached a compromise settlement with the borrower.

In this phase it is still possible to make new payment arrangements on demand of the customer.

8. Collective debt settlements

The Act of 5 July 1998 on collective debt settlement for private persons is in effect since 1 January 1999.

This legislation is designed to enable individuals with excessive and structural debt problems to clear this debt.

If a borrower starts such proceedings, this will affect credit risk supervision. All ongoing legal procedures will be suspended immediately.

The competent court will in principle allow an out-of-court settlement. If this is not possible, it will impose a court settlement (with a maximum term of 5 years).

If the borrower has a mortgage loan, the court will generally decide that the credit repayments must continue to be made on the relevant due dates to enable the borrower to continue to occupy the home. In this case, the mortgage loan will not be treated as irrecoverable, but will continue to be considered a normal credit.

MORTGAGE RECEIVABLES PURCHASE AGREEMENT

Under the Mortgage Receivables Purchase Agreement the Issuer, acting through its Compartment Home Loan Invest 2016, will purchase any and all rights of the Seller against certain borrowers (the “**Borrowers**”) under or in connection with certain selected Mortgage Loans (the “**Mortgage Receivables**”). On the Closing Date the Issuer will accept the transfer by way of assignment of legal title to the Mortgage Receivables. The assignment of the Mortgage Receivables from the Seller to the Issuer will not be notified to the Borrowers, except in special events as further described hereunder (“**Notification Events**”). The Issuer will be entitled to all proceeds in respect of the Mortgage Receivables as of the Cut-Off Date.

Pursuant to the Mortgage Receivables Purchase Agreement, KBC Bank NV as Seller has covenanted that it will retain a material net economic interest of not less than 5 per cent. in the Transaction in accordance with Article 405 of the CRR and Articles 51 and 52 of the AIFM Regulation. As at the Closing Date, such interest will be comprised of an interest in the first loss tranche as required by Article 405 of the CRR and Articles 51 and 52 of the AIFM Regulation. Any change to the manner in which such interest is held will be notified to investors through the Investor Reports.

1. Sale – Purchase Price

The purchase price for the Mortgage Receivables shall consist of

- (a) an initial purchase price (the “**Initial Purchase Price**”), being the aggregate Outstanding Principal Amount of all Mortgage Receivables at the Cut-off Date (which will be an amount of approximately of EUR 3,600,000,000, which shall be payable on the Closing Date; and
- (b) a deferred purchase price, which shall, with respect to each financial year, be equal to the net profit of the Issuer over that financial year (after taxes and calculated without taking into account the Deferred Purchase Price), less an amount required for the Issuer to have a final distributable profit as set forth in the Mortgage Receivables Purchase Agreement (the “**Deferred Purchase Price**”).

The “**Outstanding Principal Amount**” means, at any moment in time, the principal balance (*hoofdsom / montant principal*) of a Mortgage Receivable resulting from a Mortgage Loan at such time.

In respect of the Deferred Purchase Price, the following amounts shall be payable:

- (a) on each Monthly Payment Date the Issuer shall pay to the Seller a deferred purchase price instalment (each a “**Deferred Purchase Price Instalment**”) equal to the Deferred Purchase Price Available Amount, less, with respect to each Deferred Purchase Price Instalment to be paid on a Monthly Payment Date, the amounts, if any, paid on that Monthly Payment Date in accordance with paragraph (b) and (c) below;
- (b) on the Monthly Payment Date falling in July of each financial year, the Issuer shall, with respect to the immediately preceding financial year (the “**Preceding Financial Year**”) pay to the Seller an amount equal to the positive difference, if any, between:
 - (i) the Deferred Purchase Price for the Preceding Financial Year; and
 - (ii) the aggregate amount of all Deferred Purchase Price Instalments paid on the Monthly Payment Dates in the Preceding Financial Year and on the Monthly Payment Date falling in January of the current financial year;

up to a maximum amount equal to the Deferred Purchase Price Available Amount for that Monthly Payment Date; and

- (c) if the aggregate of the payments pursuant to paragraphs (a) and (b) above made in respect of a financial year is less than the amount of the Deferred Purchase Price for that financial year, then such difference will be deferred to the next Monthly Payment Date on which the Issuer will have sufficient Notes Interest Available Amount available to pay such difference;
- (d) if the aggregate of the payments under paragraph (a) above made in respect of a financial year exceeds the amount of the Deferred Purchase Price for that financial year, the Seller will on the Monthly Payment Date falling in July of the immediately following financial year, pay such excess to the Issuer together with interest thereon at the rate of the one (1) month EURIBOR applicable to the immediately preceding Interest Period. If such excess is due with respect to the last financial year during which Notes are outstanding, the Seller will pay such amount into the Issuer Collection Account on the last Monthly Payment Date of such financial year.

“Deferred Purchase Price Available Amount” means, on any Monthly Payment Date, an amount equal to:

- (i) prior to delivery of an Enforcement Notice, the positive difference, if any, between the Notes Interest Available Amount as calculated on each Monthly Calculation Date and the sum of all amounts payable by the Issuer as set forth in the Interest Priority of Payments under (i) up to and including (xiv); or, as the case may be,
- (ii) following delivery of an Enforcement Notice, the amount remaining after all the payments as set forth in the Priority of Payments upon Enforcement under (i) up to and including (xi) (see Credit Structure above) on such date have been made.

The sale of the Mortgage Receivables shall include, and the Issuer shall be fully entitled to, all ancillary items (*bijhorigheden / accessories*) of such Mortgage Receivables and in particular, but not limited to:

- (a) all rights and title of the Seller in and under the Mortgage Loans including for the avoidance of doubt, but not limited to:
 - (i) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the Mortgage Receivables or the unpaid part thereof and the interest and Prepayment Penalties to become due thereon;
 - (ii) the benefit of and the right to sue on all covenants with the Seller in each Mortgage Receivable and the right to exercise all powers of the Seller in relation to each Mortgage Receivable;
 - (iii) the right to demand, sue for, recover, receive and give receipts for all prepayment indemnities (*wederbeleggingsvergoeding / indemnité de remplacement*) or fees to the extent they relate to the Mortgage Receivables; and
 - (iv) the right to exercise all express and implied rights and discretions of the Seller in, under or to the Mortgage Receivables and each and every part thereof (including, if any, the right, subject to and in accordance with the terms respectively set out therein, to set and to vary the amount, dates and number of payments of interest and principal applicable to the Mortgage Receivables);

- (b) all rights and title of the Seller to the Related Security insofar as it relates to the Mortgage Receivables;
- (c) the benefit of any Mortgage Mandate granted as security for the Mortgage Receivables to have an additional Mortgage created over the relevant Mortgaged Assets in accordance with the provisions of the Mortgage Receivables Purchase Agreement;
- (d) all rights, title, interest and benefit of the Seller in any Hazard Insurance Policy and Debt Insurance Policy in so far as it relates to the Mortgage Receivables including but without limitation the right to receive the proceeds of any claim thereunder;
- (e) all documents, computer data and records on or by which each of the above is recorded or evidenced, to the extent that they relate to the above, such as, but not limited to, the Contract Records;
- (f) all causes and rights of action against any notary public in connection with the execution of the Mortgage Loans, the researches, opinions, certificates or confirmations in relation to any Mortgage Loan or Mortgaged Assets or otherwise affecting the decision of the Seller to offer to make or to accept any Mortgage Loan;
- (g) all causes and rights of action against any valuer/appraiser in connection with the investigation and appraisal of any property, any researches, opinions certificates or confirmations in relation to any Mortgage Receivable or Mortgaged Assets or otherwise affecting the decision of the Seller to offer to make or to accept any Mortgage Receivable or Related Security relating thereto;
- (h) all causes and rights of action against any Mortgage Registrar, such as, without limitation, all rights of action mentioned in the articles 128, 130 and 132 of the Mortgage Act, with respect to any transcription (*overschrijving / transcription*), inscription (*inschrijving / inscription*) or marginal inscription (*kantmelding / inscription en marge*) of any right relating to the Mortgaged Assets; and
- (i) all causes and rights of action against any broker, lawyer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any of the above, or affecting the decision of the Seller to offer to make or to accept any of the above,

it being understood that any Related Security with an all sums nature will continue to secure any other amounts owed by the relevant Borrower to the Seller subject to the conditions set out in section 2 (*All Sums Mortgages – Mortgage Mandates*) below.

2. All Sums Mortgages – Mortgage Mandates

2.1 All Sums Mortgages

The Mortgage Receivables are secured by All Sums Mortgages in accordance with Article 81*bis* of the Mortgage Act.

The Seller may hold Existing Loans and will be entitled to make Further Loans to a Borrower, which are or will be secured by the same Mortgage as the Mortgage Receivables transferred to the Issuer.

If there are Existing Loans which are secured by the same Mortgage, the Seller and the Issuer would by law rank equally with respect to the proceeds of the enforcement of such Mortgage (see further

Risk Factors – Mortgage Loans – Mortgages), unless otherwise agreed between the Seller and the Issuer.

If there are Further Loans granted which are secured by the same Mortgage, the proceeds of such Mortgage shall be distributed pursuant to the rules set out in Articles 81^{quater}, §2 and 81^{quinquies} of the Mortgage Act and the Mortgage Receivables Purchase Agreement, *i.e.*, the Issuer, acting through its Compartment Home Loan Invest 2016, shall fully rank in priority to the Seller.

The Mortgage Receivables Purchase Agreement provides, among other things, that:

- (a) in respect of any Related Security securing both a Mortgage Receivable and Seller Loans, all sums owed by any Borrower to the Seller under a Seller Loan and all the rights and remedies of the Seller in respect of a Seller Loan will at all times be subject and subordinated to any sums owed by the Borrower to the Issuer in relation to all sums received out of the enforcement of the Related Security;
- (b) as long as any part of the sums owed to the Issuer under a Mortgage Receivable is or might become outstanding and until all these sums are irrevocably paid in full, all sums received out of the enforcement of the Related Security will be distributed to the Issuer in priority of the Seller by payment into the Issuer Collection Account, unless the Issuer and the Security Agent otherwise agree; and
- (c) the Seller undertakes that, as long as any part of the sums owed to the Issuer under a Mortgage Receivable is or might become outstanding and until all these sums are irrevocably paid in full, it will not be entitled to receive for its own account any of the proceeds of enforcement of the Related Security.

In addition, the Mortgage Receivables Purchase Agreement will contain certain arrangements regarding the acceleration of a Mortgage Receivable or a Seller Loan and the enforcement of All Sums Mortgages and Related Security securing both a Mortgage Receivable and Sellers Loans.

2.2 Mortgage Mandates

The Mortgage Receivables may have the benefit of a Mortgage Mandate that permits the creation of a mortgage on the Mortgage Assets either as an All Sums Mortgage or as a mortgage that secures all advances made under a credit opening (*kredietopening / ouverture de crédit*). Accordingly, the Seller and the Issuer may have a shared interest in all or some of the Mortgage Mandates.

With respect to the exercise of Mortgages Mandates in order to create mortgages, the Mortgage Receivables Purchase Agreement provides that:

- (a) if the Mortgage Receivable to which a Mortgage Mandate relates is secured by a Mortgage for an aggregate secured amount of at least 100 per cent of the Outstanding Principal Amount of the Mortgage Receivable plus 10 per cent of such amount in accessories (*toebehoren / accessoires*) plus three years of interest, such Mortgage Mandate may be exercised in order to create a mortgage in favour of the Seller only; and
- (b) if the Mortgage Receivable to which a Mortgage Mandate relates is secured by a Mortgage for an aggregate secured amount that is lower than 100 per cent of the Outstanding Principal Amount of the Mortgage Receivable plus 10 per cent of such amount in accessories (*toebehoren / accessoires*) plus three years of interest, such Mortgage Mandate may only be exercised in order to create a Mortgage in accordance with the following principles:
 - (i) it will be created for the benefit and in the name of the Seller and the Issuer;

- (ii) it will secure all existing and future debts and obligations which the Borrower owes or may owe to the Seller or to the Issuer;
- (iii) so that all other secured debts will be contractually subordinated to the Mortgage Receivable owing to the Issuer.

3. Representations and Warranties

3.1 Representations and Warranties relating to the Seller

Pursuant to the Mortgage Receivables Purchase Agreement, the Seller will represent and warrant for the benefit of the Issuer and the Security Agent on the date of the Mortgage Receivables Purchase Agreement, on the Closing Date and each Collection Date that:

- (a) it is a company with limited liability (*naamloze vennootschap / société anonyme*), duly organised and validly existing under the laws of Belgium with full power and authority to execute and deliver, and to perform all of its obligations under the Mortgage Receivables Purchase Agreement and all necessary corporate authority has been obtained and corporate action has been taken and all necessary consents and approvals obtained, for it to sign and perform the transactions contemplated by the Mortgage Receivables Purchase Agreement;
- (b) it is duly licensed as a credit institution by the NBB under the Credit Institutions Supervision Act and it is duly licensed by the FSMA (or has received from the FSMA a temporary license) as a provider of mortgage credit under the Code of Economic Law;
- (c) it (i) is not in a situation of cessation of payments within the meaning of Belgian insolvency laws, (ii) has not resolved to enter into *vereffening / liquidation*, (iii) has not filed for bankruptcy (*faillissement / faillite*) or judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*), or for stay of payment (*uitstel van betaling / sursis de paiement*), (iv) has not been adjudicated bankrupt or annulled as legal entity, nor (v) has any corporate action been taken or is pending in relation to any of the above;
- (d) it is not subject to any reorganisation measures (*mesures d'assainissement / saneringsmaatregelen*) within the meaning of Article 3 § 1, 56° of the Credit Institutions Supervision Act or winding-up procedures (*procédures de liquidation / liquidatieprocedures*) within the meaning of Article 3 § 1, 59° of the Credit Institutions Supervision Act;
- (e) the Mortgage Receivables Purchase Agreement constitutes legal and valid obligations binding on it and enforceable in accordance with its terms;
- (f) it is not in breach of or in default under any agreement to an extent or in a manner which has or which could have a material adverse effect on it or on its ability to perform its obligations under the Mortgage Receivables Purchase Agreement;
- (g) no Notification Event has occurred or will occur as a result of the entering into or performance of the Mortgage Receivables Purchase Agreement;
- (h) the information that may reasonably be relevant for the transaction envisaged in the Mortgage Receivables Purchase Agreement and that has been supplied by it to the Issuer and the Security Agent in connection with the Mortgage Receivables Purchase Agreement is to the best of its knowledge true, complete and accurate in all material respects and it is not aware of any facts or circumstances that have not been disclosed to the Issuer and the Security Agent which might if disclosed adversely affect the decision of the Issuer and the

Security Agent to enter into the transaction envisaged in the Mortgage Receivables Purchase Agreement; and

- (i) no litigation, arbitration or administrative proceeding has been instituted, or is pending, or, to the best of its belief, threatened which might have a material adverse effect on it or on its ability to perform its obligations under the Mortgage Receivables Purchase Agreement.

3.2 Representations and Warranties relating to the Mortgage Loans and the Mortgage Receivables

Pursuant to the Mortgage Receivables Purchase Agreement, the Seller will on the date of the Mortgage Receivables Purchase Agreement and on the Closing Date make the following representations and warranties in relation to the Mortgage Loans and the Mortgage Receivables for the benefit of the Issuer and the Security Agent.

(a) Valid existence – Mortgage Loan Characteristics

- (i) The Mortgage Receivables and Related Security exist and are valid, legally binding and enforceable obligations of the relevant Borrowers, or as the case may be, the relevant Insurance Company or third party provider of additional collateral.
- (ii) The Mortgage Loans are granted with respect to Real Estate and have been granted with a purpose to purchase, construct or renovate such Real Estate or to refinance an existing mortgage loan and the Real Estate is used for residential or partly residential/commercial purposes or the property type of the Real Estate is labelled as other.
- (iii) the Borrowers of the Mortgage Loans are resident in Belgium on the Cut-Off Date.
- (iv) Each Mortgage Loan was granted by the Seller or, as the case may be, its legal predecessor as the original lender in its ordinary course of business as a loan secured by a Mortgaged Asset and, in the latter case, acquired by the Seller as a true sale and in accordance with the then prevailing credit policies of the original lender.
- (v) The Mortgage Loans are either Annuity Mortgage Loans or Linear Mortgage Loans.
- (vi) Each Mortgage Loan is being repaid by way of direct debit of the Borrower's account with the Seller on the Cut-Off Date.

(b) Governing legislation

- (i) Each Mortgage Loan and relating Related Security is governed by Belgian law and no Mortgage Loan or relating Mortgage and Mortgage Mandate expressly provides for the jurisdiction of any court or arbitral tribunal other than Belgian courts or tribunals.
- (ii) Each Mortgage Loan is subject to Book VII, Title 4, Chapter 2 of the Code of Economic Law.
- (iii) Each Mortgage Loan and relating Mortgage and Mortgage Mandate complies in all material respects with the requirements of Book VII, Title 4, Chapter 2 of the Code of Economic Law and implementing regulations.

- (iv) All Standard Loan Documentation has been duly and timely submitted to the FSMA in accordance with the relevant provisions in Book VII, Title 4, Chapter 2 of the Code of Economic Law.
 - (v) Book VII, Title 4, Chapter 1 of the Code of Economic Law on consumer credit loans does not apply to any of the Mortgage Loans.
- (c) Free from third-party rights
- (i) Each Mortgage Loan has been granted by the Seller for its own account or if applicable, by the original lender.
 - (ii) The Seller has exclusive, good and marketable title to and has the absolute property right over each Mortgage Loan and Mortgage Receivable and the other rights, interests and entitlements sold pursuant to the Mortgage Receivables Purchase Agreement.
 - (iii) The Mortgage Loans, the Mortgage Receivables and Related Security are free and clear of any encumbrances, liens, charges, pledges, pre-emption rights, options or other rights or security interests of any nature whatsoever in favour of, or claims of, third parties, and of any attachments (*derdenbeslag / saisie-arrêt*).
 - (iv) The Seller has not assigned, transferred, pledged, disposed of, dealt with or otherwise created or allowed to arise or subsist any security interest or other adverse right or interest in respect of its right, title, interest and benefit in or to any of the Mortgage Loans, Mortgage Receivables or Related Security and of the rights relating thereto or any of the property, rights, titles, interests or benefits sold or assigned pursuant to the Mortgage Receivables Purchase Agreement or pledged pursuant to the Pledge Agreement, in any way whatsoever other than pursuant to the Mortgage Receivables Purchase Agreement or the Pledge Agreement.
 - (v) The Mortgage Loans can be easily segregated and identified for ownership and collateral security purposes.
- (d) Each Mortgage Receivable is secured by
- (i) a first ranking Mortgage; or
 - (ii) a lower ranking Mortgage provided that the benefit of all higher ranking Mortgages on the same Real Estate has been transferred to the Issuer pursuant to the Mortgage Receivables Purchase Agreement; and, as the case may be,
 - (iii) a mandate to create Mortgages over the Mortgaged Assets.
- (e) Fully disbursed Mortgage Loans
- (i) The proceeds of each Mortgage Loan (including any brokers' fees) have been fully disbursed and the Seller has no further obligation to make further disbursement relating to the Mortgage Loan.
 - (ii) If the proceeds of a Mortgage Loan have been used by the Borrower for the construction of a real property (the **construction**), the construction has been completed.

- (f) No set-off or other defence
- (i) None of the Mortgage Loans and Related Security is subject to any reduction resulting from any valid and enforceable *exceptie / exception* or *verweermiddel / moyen de défense* (including *schuldbetaling / compensation*) available to the relevant Borrower, Insurance Company or third party collateral provider and arising from any act or omission on the part of, or event or circumstance attributable to, the Seller prior to the execution of the Mortgage Receivables Purchase Agreement (except any *exceptie* or *verweermiddel* based on the provisions of Article 1244, paragraph 2 of the Belgian Civil Code or the provisions of Belgian insolvency laws).
 - (ii) No pledge, lien or counterclaim (except commercial discounts as applicable) or other security interest has been created or arisen or now exists between the Seller and any Borrower or Insurance Company which would entitle such Borrower to reduce the amount of any payment otherwise due under its Mortgage Loan.
 - (iii) The Standard Loan Documentation does not contain any express provisions giving the Borrower a contractual set-off right.
- (g) No subordination
- The Seller has not entered into any agreement, which would have the effect of subordinating the right to the payment under any of the Mortgage Loans to any other indebtedness or other obligations of the Borrower.
- (h) No limited recourse
- The Seller has not entered into any agreement, which would have the effect of limiting the rights in respect of the Mortgage Loan to any assets of the Borrower for the payment thereof.
- (i) No abstraction
- No bills of exchange, promissory notes or ‘*grossen*’ to order have been issued or subscribed in connection with any amounts owing under any Mortgage Loan.
- (j) No waiver
- The Seller has not knowingly waived or acquiesced in any breach of any of its rights under or in relation to a Mortgage Loan or any Related Security, provided that the Permitted Variations made in accordance with the Transaction Documents shall not constitute a breach of this warranty.
- (k) Performing loan
- (i) No event has occurred and has not been cured prior to the Closing Date, entitling the Seller to accelerate the repayment of such Mortgage Loan.
 - (ii) On the Cut-Off Date, no Mortgage Loan is in arrears.
 - (iii) No notice of prepayment of all or any part of the Mortgage Loan has been received by the Seller.

(l) Litigation

The Seller has not received written notice of any litigation or claim calling into question in any material way the Seller's title to any Mortgage Loan or Related Security.

(m) Insolvency

The Seller has not received written notice, nor is otherwise aware, that any Borrower is bankrupt, has entered into or has filed for a rescheduling or repayments (*betalingsfaciliteiten / facilités de paiements*), judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*) or a moratorium (*uitstel van betaling / sursis de paiement*), or has applied for a collective reorganisation of its debts (*collectieve schuldenregeling / règlement collectif*) pursuant to the law of 5 July 1998, or is in a situation of cessation of payments or has otherwise become insolvent nor has the Seller any reason to believe that any Borrower is about to enter into, or to file for, any of the above situations or procedures.

(n) Incapacity

The Seller has not received notice of the death or any other incapacity of any Borrower.

(o) No Withholding Tax

Neither the Seller nor the Borrower is required to make any withholding or deduction for or on account of tax in respect of any payment in respect of the Mortgage Loans.

(p) Assignability of the Mortgage Receivables

(i) Each Mortgage Receivable, secured by the Related Security, may be validly assigned to the Issuer and each Mortgage Receivable may be validly pledged by the Issuer in accordance with the Pledge Agreement.

(ii) The Standard Loan documentation specifically provides that the Mortgage Receivables may be assigned.

(iii) Each Mortgage Receivable, secured by Related Security, is legally entitled of being transferred by way of sale, and their transfer by way of sale is not subject to any contractual or legal restriction, other than the notification to the Borrower for the purpose of rendering the assignment enforceable against the Borrower.

(iv) No sale of a Mortgage Receivable in the manner herein contemplated will be recharacterised as any other type of transaction and the sale of all Mortgage Receivables will be effective to pass to the Issuer full and unencumbered title thereto and benefit thereof, and no further act, condition or thing will be required to be done in connection therewith to enable the Issuer to require payment of each Mortgage Receivable or the enforcement of each Mortgage Receivable in any court other than, for the purpose of rendering the sale enforceable against the Borrower, the giving of notice to the Borrower of the sale of such Mortgage Receivable by the Seller to the Issuer.

(v) Upon the sale of any Mortgage Receivables such Mortgage Receivables will no longer be available to the creditors of the Seller on its liquidation.

(q) Valid Mortgage

- (i) Each Mortgage exists and constitutes a valid and subsisting mortgage over the relevant Mortgaged Asset and each Mortgage shall continue to secure the relevant Mortgage Receivable following assignment of such Mortgage Receivable.
- (ii) Each Mortgage which has been registered at the relevant Mortgage Register is a first-ranking mortgage, except if the Seller holds all other prior ranking Mortgage(s) and the benefit of such Mortgage(s) is also transferred to the Issuer pursuant to the Mortgage Receivables Purchase Agreement.
- (iii) No other mortgage or security interest attaches to any Mortgaged Asset other than any (a) mortgages and liens which apply to the Mortgaged Asset by operation of law and (b) any lower ranking mortgages, liens, encumbrances or claims.
- (iv) All steps necessary with a view to perfecting the Seller's title to each Mortgage were duly taken at the appropriate time or are in the process of being taken without undue delay on the part of the Seller and those within its control.
- (v) As at the date of origination of the Mortgage Loan the immovable property over which such Mortgage has been granted existed or was under construction and the Seller has received no notice nor has it any reason to believe that it does not exist.
- (vi) Subject to (v) above, each Mortgage Receivable is secured on and each Mortgage relating thereto relates to a Mortgaged Asset situated in Belgium.

(r) Mortgage Mandate

Each attorney appointed under a Mortgage Mandate and as long as such attorney, if a legal person, exists, or, if a private person, is alive, has the power under the Mortgage Mandate to create a mortgage in favour of the Issuer and the Seller.

(s) Related Security

The Seller has not received notice of any material breach of the terms of any Related Security.

(t) The Mortgaged Assets

- (i) Prior to providing a Mortgage Loan to a Borrower, the Seller instructed the notary public to conduct a search on origin and validity of the Borrower's title to the Mortgaged Asset and such search:
 - (A) did not disclose anything material which would cause the Seller, acting reasonably, not to proceed with the Mortgage Loan on the proposed terms;
 - (B) did disclose that the Borrower or a third party collateral provider had the exclusive, absolute and unencumbered title over the Mortgaged Asset; and
 - (C) did not disclose any tax liabilities or, if applicable, any social security (*sociale zekerheid / sécurité sociale*) liabilities, registrations, annotations or transcriptions or deficiencies in the title of property which may substantially impair the rights of the Seller, including, but not limited to, deferred payment of the purchase price, reservation of title (*eigendomsvoorbehoud / réserve de propriété*), any condition precedent or any resolute condition,

usufruct (*vruchtgebruik / usufruit*) or negative undertakings not to transfer or mortgage.

- (ii) The notary public has not been dispensed from any of its responsibilities and/or liabilities in relation to any Mortgage Loan, Mortgage and Mortgage Mandate.
- (iii) None of the Mortgages and Mortgage Mandates have been created over a part in an undivided property, a collective property (*mede-eigendom / co-propriété*) or a property which has been purchased pursuant to a purchase agreement which results in an effective *tontine* or a similar arrangement, except
 - (A) in case there is another first-ranking Mortgage relating to the same Borrower that meets all representations and warranties set out herein; or
 - (B) in case of a *tontine* or a similar arrangement;
 - I. the parties to the arrangement are Borrowers under the same Mortgage Loan, are held jointly and severally, and have granted the relevant Mortgage with respect to all their present and future rights in respect of the Mortgaged Asset; and
 - II. such Mortgage is still in full force and effect for each such Borrower.
- (iv) The Seller has not received any notice requiring the compulsory acquisition (*expropriation / onteigening*) of such Mortgaged Asset.

- (u) The Seller's compliance with laws

The Seller has, in relation to the origination, the servicing and the assignment of the Mortgage Loans and Mortgage Receivables, complied in all material respects with all relevant banking, consumer protection, privacy, money laundering and other laws.

- (v) Servicing

Except for the Servicer, no other person has been granted or conveyed the right to service any Mortgage Loan and/or to receive any consideration in connection therewith, unless agreed otherwise between the parties hereto.

- (w) Selection process

The Seller has not taken any action in selecting the Mortgage Loans which, to the Seller's knowledge, would result in delinquencies or losses on the Mortgage Loans being materially in excess of the average delinquencies or losses on the Seller's total portfolio of loans of the same type.

- (x) Originating and Standard Loan Documentation

- (i) Prior to making each Mortgage Loan the Seller carried out or caused to be carried out all investigations, searches and other actions and made such enquiries as to the Borrower's status and obtained such consents (if any) as would a reasonably prudent lender and nothing which would cause any such a lender to decline to proceed with the initial loan on the proposed terms was disclosed.

- (ii) Prior to making each Mortgage Loan, the Seller's lending criteria laid down in the Credit Policies or, as the case may be, the lending criteria of the Seller applicable at the time or the lending criteria of the relevant original lender, were satisfied so far as applicable subject to such waivers as might be exercised by a reasonably prudent mortgage lender.
 - (iii) Each Mortgage Loan has been granted and each of the Related Security has been created, subject to the general terms and conditions and materially in the forms of the Standard Loan Documentation (so far as applicable) and any amendment to the terms of the Mortgage Loans has been made substantially in accordance with the Credit Policies or the then prevailing credit policies of the Seller or the original lender.
- (y) Proper Accounts and Records
- (i) Each Mortgage Loan and Related Security is properly documented in the Contract Records relating to such Mortgage Loan. The relevant transactions, payments, receipts, proceedings and notices relating to such Mortgage Loan and such Contract Records are properly recorded in the Contract Records and in the possession of the Seller or held to its order.
 - (ii) The Contract Records contain evidence of the existence, rank and amount of the relevant Mortgages, evidence of the existence and the amount of the Mortgage Mandates and of the valuation of the relevant Mortgaged Assets.

(z) Data protection and privacy laws

The Seller and the databases it maintains, in particular with regard to the Mortgage Loans and the Borrowers, fully comply with the data protection and privacy laws and regulations.

The current Standard Loan Documentation of the Seller refers to the finality of the processing of the personal data resulting from the Transaction.

As regards the Mortgage Loans that are governed by the previous standard loan documentation, the Seller has notified the Borrowers under such Loans of the change to the original finality of the processing of the personal data resulting from the Transaction.

(aa) Credit Policies

The Seller's Credit Policies are those of a reasonably prudent mortgage lender and servicer.

(bb) Missing Data

As for any Mortgage Loans where the Seller confirms that no actual or no complete data are available, the characteristics of those Mortgage Loans are substantially the same as the ones under the Credit Policies.

(cc) Financial Criteria

- (i) The interest rate on each Mortgage Loan was market conform at its origination date.
- (ii) On the Cut-Off Date the Outstanding Principal Amount of each Mortgage Receivable as of its Cut-Off Date, plus the nominal amount of the principal comprised in all the Instalments that fell due under the Mortgage Receivable on or

before, but have not been paid by, its Cut-Off Date, is not more than EUR 1,000,000,000.

- (iii) Each Mortgage Receivable is repayable by way of monthly Instalments.
 - (iv) Each Mortgage Receivable is denominated exclusively in euro (this includes Mortgage Loans historically denominated in Belgian frank).
 - (v) On the Cut-Off Date, no Mortgage Receivable is a Disputed Mortgage Receivable.
 - (vi) Each Mortgage Receivable has a fixed rate period that is not less than one (1) year.
 - (vii) Each Mortgage Receivable has a fixed interest rate period that does not exceed thirty (30) years.
 - (viii) No Mortgage Receivable has an initial maturity in excess of thirty (30) years.
 - (ix) In respect of each Mortgage Loan, at least one Instalment has been received.
- (dd) Mortgage pool characteristics
- (i) On the Cut-Off Date, each Mortgage Receivable has a LTM of less than 500%.
 - (ii) On the Cut-Off Date, each Mortgage Receivable has a Current LTV equal to or less than 100%.

4. Eligibility Criteria

All representations and warranties, as set out under section 3.2 above, shall be considered to constitute the eligibility criteria relating to the Mortgage Loans or, as the case may be, the Mortgage Receivables (the “**Eligibility Criteria**”). The Eligibility Criteria pertain to the Mortgage Receivables and Mortgage Loans on the Cut-Off Date.

5. Repurchases, Call Options and Permitted Variations

5.1 Repurchase

If at any time after the Closing Date any of the representations and warranties relating to a Mortgage Loan or a Mortgage Receivable proves to have been untrue or incorrect, the Seller shall within thirty (30) calendar days of receipt of written notice thereof from the Issuer remedy the matter giving rise thereto and if such matter is not capable of being remedied or is not remedied within the said period of thirty (30) calendar days, the Seller shall on the next succeeding Collection Date, repurchase and accept re-assignment of such Mortgage Receivable and Related Security.

All Mortgage Receivables to be repurchased by the Seller pursuant to the preceding paragraph shall be repurchased for a price equal to the then Outstanding Principal Amount of such Mortgage Receivables plus accrued interest thereon and costs (including any costs incurred by the Issuer for effecting and completing such repurchase and reassignment) up to (but excluding) the date of completion of the repurchase (the “**Repurchase Price**”).

In addition, if, upon conversion of a Mortgage Mandate with respect to a Mortgage Receivable in accordance with the Credit Policies, such Mortgage Mandate was not exercised in accordance with the terms and conditions of the Mortgage Receivables Purchase Agreement, the Issuer will have the

right (exercisable upon its own initiative or at the direction of the Security Agent) to require the Seller to repurchase such Mortgage Receivable.

The purchase price for the Mortgage Receivables so repurchased and reassigned shall be equal to the then Outstanding Principal Amount together with accrued interest due but unpaid, if any, up to the relevant date of such repurchase or reassignment and reasonable costs relating thereto (including any costs incurred by the Issuer in effecting and completing such repurchase and re-assignment), except that with respect to Defaulted Receivables, the purchase price shall be the lesser of (a) the sum of the Outstanding Principal Amount, together with accrued interest due but unpaid, if any, and any other amount due under the Mortgage Receivables up to the relevant date of such sale or repurchase and (b) an amount equal to (A) the value of the Mortgaged Assets as provided in an expert valuation report of less than six (6) months old, or (B) if no such expert valuation report is available, the most recent market value of the Mortgaged Assets as reflected in the relevant Contract Records, indexed in accordance with the price index published on www.statbel.fgov.be, or if not available, any other index representative of the residential real estate market in Belgium (the “**Optional Repurchase Price**”).

5.2 Clean-Up Call Option

On each Monthly Payment Date the Seller or any third party appointed by the Seller may, but is not obliged to, repurchase and accept re-assignment of all (but not only part of) the Mortgage Receivables if (i) on the Monthly Calculation Date immediately preceding such Monthly Payment Date the aggregate Principal Amount Outstanding of all Notes is less than 10 per cent. of the aggregate Principal Amount Outstanding of all Notes as of the Closing Date and (ii) the Issuer has sufficient funds to pay all amounts due in respect of the Notes upon the exercise of such option by the Seller (the “**Clean-Up Call Option**”).

The Issuer has undertaken in the Mortgage Receivables Purchase Agreement to sell and assign the Mortgage Receivables to the Seller or any third party appointed by the Seller in its sole discretion in case of the exercise of the Clean-Up Call Option, to the extent it holds the Mortgage Receivables upon exercise by the Seller of the Clean-Up Call Option.

All Mortgage Receivables to be so repurchased by the Seller shall be repurchased for a price equal to the Optional Repurchase Price.

5.3 Regulatory Call Option

On each Monthly Payment Date the Seller has the Regulatory Call Option to repurchase the Mortgage Receivables upon the occurrence of a Regulatory Change provided that the Issuer has sufficient funds to pay all amounts due in respect of the Notes upon the exercise of such option by the Seller. A “**Regulatory Change**” will be a change published after the Closing Date (i) in the Basel Capital Accords promulgated by the Basel Committee on Banking Supervision (the “**Basel Accords**”) or in the international, European or Belgian regulations, rules and instructions (which includes the solvency regulation of the NBB or the ECB as applicable) (the “**Bank Regulations**”) applicable to the Seller (including any change in the Bank Regulations enacted for purposes of implementing a change to the Basel Accord) or a change in the manner in which the Basel Accords or such Bank Regulations are interpreted or applied by the Basel Committee on Banking Supervision or by any relevant competent international, European or national body (including the NBB or any relevant international, European or other competent regulatory or supervisory authority) which, in the opinion of the Seller, has the effect of adversely affecting the rate of return on capital of the Seller or increasing its cost or reducing its benefit with respect to the transaction contemplated by the Notes or (ii) in the eligible collateral framework of the European Central Bank as a result of which the Notes no longer qualify as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem.

The Issuer has undertaken in the Mortgage Receivables Purchase Agreement to sell and assign the Mortgage Receivables to the Seller or any third party appointed by the Seller in its sole discretion in case of the exercise of the Regulatory Call Option, to the extent it holds the Mortgage Receivables at the time of exercise by the Seller of the Regulatory Call Option.

All Mortgage Receivables to be so repurchased by the Seller shall be repurchased for a price equal to the Optional Repurchase Price.

5.4 Permitted Variations

Upon request of a Borrower to change the terms and conditions of or in relation to a Mortgage Receivable or any rights in relation thereto, the Servicer shall be entitled to change such terms and conditions or rights if all the following conditions are satisfied (a “**Permitted Variation**”)

- (a) no Enforcement Notice has been given by the Security Agent that remains in effect at the date of the relevant variation;
- (b) the repayment type of the Mortgage Receivable shall not be changed;
- (c) the variation would not cause the Mortgage Loan or Mortgage Receivable to no longer comply with all the Eligibility Criteria;
- (d) if the variation relates to the variation of the fixed interest rates applicable to a Mortgage Receivable other than in accordance with the applicable Mortgage Conditions, the interest rate after such variation is market conform and not lower than the fixed interest rate at the moment of such variation;
- (e) the variation will not provide for a full or partial release of the Mortgage related to the Mortgage Loan as a result of which the LTM immediately following such variation will be higher than 100%;
- (f) the Outstanding Principal Amount of the Mortgage Receivable shall not be reduced otherwise than as a result of an effective payment of principal;
- (g) if the variation results from a discharge (*ontlasting / décharge*) in connection with a divorce (*echtscheiding / divorce*) or from a discharge of a personal guarantor (*persoonlijke borg / garantie personelle*):
 - (i) such variation shall be considered by the Servicer acting as a reasonably prudent mortgage lender (*bonus pater familias*);
 - (ii) all underwriting criteria as set out in the Credit Policies remain satisfied following the acceptance of such variation;
- (h) the final redemption date of such varied Mortgage Receivable would as a consequence of the variation not be extended beyond the Monthly Payment Date falling four (4) years prior to the Final Redemption Date of the Notes.

A proposed variation that does not meet the conditions set out above, is a “**Non-Permitted Variation**”.

For the avoidance of doubt:

- (a) the waiver by the Servicer of any Prepayment Penalty in connection with the voluntary prepayment of any Mortgage Receivable, is a Non-Permitted Variation; and
- (b) the power of the Servicer to agree to a Permitted Variation is subject to a request to that effect being made by the relevant Borrower.

The Servicer shall keep a note of any variation, amendment or waiver with respect to a Mortgage Receivable.

The Issuer or the Security Agent shall be entitled to terminate the powers of the Servicer to make Permitted Variations with three (3) months prior notice, provided another procedure or powers are put into place to deal with variations without any additional cost or expense for the Servicer. Such new procedure and powers will have no adverse impact on the then current ratings assigned to the Notes.

5.5 Non-Permitted Variations

If the proposed variation is a Non-Permitted Variation and provided that the Non-Permitted Variation has been requested by the Borrower of the relevant Mortgage Receivable:

- (a) the Seller, or the Servicer on its behalf, must promptly inform the Issuer and the Security Agent, and
- (b) if and to the extent that the Seller requests that such Non-Permitted Variation is accepted, it being understood that the Seller may not request the approval of a Non-Permitted Variation in respect of any Defaulted Receivable, and except if the Issuer and the Security Agent confirm that the Seller does not need to repurchase the relevant Mortgage Receivable, within five (5) Business Days after such request has been made, but in any event prior to the actual processing of the Non-Permitted Variation, the Seller shall repurchase and accept re-assignment of the relevant Mortgage Receivable at a price equal to the Repurchase Price.

6. Notification Events

If:

- (a) a default is made by the Seller in the payment on the due date of any amount due and payable by the Seller under the Mortgage Receivables Purchase Agreement or under any Transaction Document to which it is or will be a party and such failure is not remedied within ten (10) calendar days after notice thereof has been given by the Issuer or the Security Agent to the Seller; or
- (b) the Seller fails duly to perform or comply with any of its obligations under the Mortgage Receivables Purchase Agreement or under any Transaction Document to which it is or will be a party and, if such failure is capable of being remedied, such failure is not remedied within ten (10) Business Days after notice thereof has been given by the Issuer or the Security Agent to the Seller; or
- (c) any representation or warranty made by the Seller in the Mortgage Receivables Purchase Agreement, other than those relating to the Mortgage Loans and the Mortgage Receivables (which the Seller consequently repurchases), or under any of the Transaction Documents to which the Seller is or will be a party, proves to have been, and continues to be after the expiration of any applicable grace period, untrue or incorrect in any material respect; a representation or warranty will be considered to be untrue or incorrect in a material respect if it affects the validity of the obligations of the Seller under the Transaction Documents; or

- (d) an order being made or an effective resolution being passed for the winding up (*ontbinding / dissolution*) of the Seller except a winding up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by the Security Agent in writing or by an Extraordinary Resolution of the Noteholders; or
- (e) the Seller, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (d) above, ceases or, through an official action of the board of directors of the Seller, threatens to cease to carry on business or the Seller is unable to pay its debts as and when they fall due or the value of its assets falling to less than the amount of its liabilities or otherwise becomes insolvent; or
- (f) (i) any steps have been taken or legal proceedings have been instituted or threatened against the Seller for the bankruptcy (*faillissement / faillite*), stay of payment (*uitstel van betaling/sursis de paiement*) or for any analogous insolvency proceedings under any applicable law, or (ii) an administrator, receiver or like officer (including an ad hoc administrator (*voorlopig bewindvoerder / administrateur provisoire*) and an enterprise mediator (*ondernemingsbemiddelaar / médiateur d'entreprise*)) has been appointed in respect of the Seller or any of its assets; or
- (g) at any time it becomes unlawful for the Seller to perform all or a material part of its obligations under any of the Transaction Documents to which it is or will be a party; or
- (h) any action is taken by any authority, court or tribunal, which results or may result in the revocation of the license of the Seller (i) to act as a credit institution within the meaning of the Law of 25 April 2014 on the status and supervision of credit institutions (the “**Credit Institutions Supervision Act**”) or (ii) as a mortgage undertaking within the meaning of the Mortgage Credit Act or as mortgage credit provider under Book VII, Title 4, Chapter 4 of the Code of Economic Law; or
- (i) the Seller becomes subject to any reorganisation measure (*mesures d'assainissement / saneringsmaatregelen*) within the meaning of Article 3 § 1, 56° of the Credit Institutions Supervision Act, or winding-up procedures (*procédures de liquidation / liquidatieprocedures*) within the meaning of Article 3 § 1, 59° of the Credit Institutions Supervision Act; or
- (j) at any time,
 - (i) the long-term, unsecured and unsubordinated debt obligations of the Seller cease to be rated at least as high as Baa3 by Moody's or BBB- by Fitch or such rating is withdrawn; or
 - (ii) the short-term, unsecured, unsubordinated and unguaranteed debt obligations of the Seller cease to be rated as high as F3 by Fitch or such rating is withdrawn; or
- (k) the service of an Enforcement Notice by the Security Agent occurs;

then the Seller, shall forthwith (i) notify in writing the relevant Borrowers of the Mortgage Loans and any other relevant parties indicated by the Issuer and/or the Security Agent, including the Insurance Companies or other third party providers of additional collateral, of the assignment of the Mortgage Receivables and the Related Security to the Issuer and (ii) instruct the relevant Borrowers of the Mortgage Loans and any other relevant parties indicated by the Issuer and/or the Security Agent, including the Insurance Companies or other third party providers of additional collateral to pay any amounts due directly to the Issuer Collection Account or, at its option, the Issuer shall be

entitled to make such notifications and to give such instructions itself or on behalf of the Seller, unless in respect of:

- (A) an event referred to under (b), (c), (g) and (k) (but in relation to the event referred to under (k), only to the extent such events are based on items (b), (c), and (g) of the Notification Events) above, where, if and to the extent this event would not have a material adverse effect on the interest of the Noteholders, the notification and instruction referred to above shall not be made subject to an appropriate remedy to the satisfaction of the Issuer and the Security Agent being found and implemented within a period of thirty (30) calendar days and provided that the current ratings assigned to the Notes will not be adversely affected as a consequence thereof; and
- (B) an event as referred to under (j) above, if the Issuer has given an irrevocable notice to the Security Agent and the Rating Agencies of its intention to redeem the Notes early in accordance with the provisions on Optional Redemption in case of a Ratings Downgrade Event and provided that following such notice (i) the Issuer shall give notice to the Noteholders and the Security Agent in accordance with the Conditions and (ii) the Issuer redeems the Notes in whole in accordance with the Conditions on the first Monthly Payment Date following the notice by the Issuer of its intention to redeem the Notes early in accordance with the provisions on Optional Redemption in case of a Ratings Downgrade Event;
- (C) an event referred to under (f) above, in which case the Issuer shall, assisted by either the Seller or the Administrator (determined by the choice of the Issuer), (i) notify in writing the relevant Borrowers of the Mortgage Loans and any other relevant parties indicated by the Issuer and/or the Security Agent, including the Insurance Companies or other third party providers of additional collateral, of the assignment of the Mortgage Receivables and the Related Security to the Issuer and (ii) instruct the relevant Borrowers of the Mortgage Loans and any other relevant parties indicated by the Issuer and/or the Security Agent, including the Insurance Companies or other third party providers of additional collateral to pay any amounts due directly to the Issuer Collection Account.

If the notification to the Borrowers and any other relevant parties indicated by the Issuer and/or the Security Agent, as set forth above, must be given at a time when the Transaction Accounts must be transferred to an alternative account bank pursuant to the terms of the Account Bank Agreement, the notification shall be effected in two steps by the Seller or the Issuer (or the Administrator on its behalf) (as applicable) where the notification sub (i) above of the assignment of the Mortgage Receivables is given forthwith as set forth above and where the notification sub (ii) above relating to the payment instructions is given as soon as the Transaction Accounts will have been transferred to the relevant alternative account bank and appropriate back-up servicing arrangements have been put in place.

The Mortgage Receivables Purchase Agreement contains arrangements for the relevant information regarding the Borrowers to be held under escrow and to be accessible by the Issuer and the Security Agent upon the service of an Enforcement Notice by the Security Agent, for purposes of the required notifications.

7. Right of first refusal

The Mortgage Receivables Purchase Agreement provides for a right of first refusal for the Seller, if the Issuer decides in its sole discretion to sell the Mortgage Receivables in the context of an Optional Redemption in case of a Ratings Downgrade Event. The conditions of this right of first refusal are as further set out in the Mortgage Receivables Purchase Agreement.

8. Risk Mitigation Deposit

In case:

- (a) the short term IDR of the Seller falls below a rating of F1 by Fitch or such rating is withdrawn; or
- (b) the long term IDR of the Seller falls below a rating of A- by Fitch or such rating is withdrawn; or
- (c) the Counterparty Risk Assessment of the Seller falls below Baa3(cr) by Moody's,

(each such event being a “**Risk Mitigation Deposit Trigger Event**”), then the Seller shall as soon as reasonably possible following the occurrence of such Risk Mitigation Deposit Trigger Event, credit to a bank account (the “**Deposit Account**”) to be held in the name of the Issuer with a third party account bank having the Required Minimum Ratings, the Risk Mitigation Deposit Amount.

The “**Risk Mitigation Deposit Amount**” shall be an amount as determined by the Administrator as follows:

- (i) Upon the first occurrence of a Risk Mitigation Deposit Trigger Event, the Risk Mitigation Deposit Amount shall be equal to the higher of (x) zero and (y) the aggregate amount of the first scheduled interest and principal payment becoming due and payable on each Mortgage Loan on or immediately following the occurrence of the Risk Mitigation Deposit Trigger Event.
- (ii) On the first calendar day of each month following the month in which the Risk Mitigation Deposit Trigger Event occurred (the “**Adjustment Date**”) and provided no Notification Event has occurred, the Risk Mitigation Deposit Amount shall be adjusted and be equal to the higher of (x) zero and (y) the aggregate amount of the first scheduled interest and principal payment becoming due and payable on each Loan on or immediately following such Adjustment Date.

To the extent the balance on the Deposit Account exceeds the Risk Mitigation Deposit Amount calculated on the Adjustment Date, the Administrator will immediately (and in any event no later than five (5) Business Days following the Adjustment Date) release the amount in excess to the Seller. To the extent the balance on the Deposit Account is less than the Risk Mitigation Deposit Amount calculated on the Adjustment Date, the Administrator will notify the Seller thereof and the Seller will immediately (and in any event no later than five (5) Business Days following the notification of the adjusted Risk Mitigation Deposit Amount by the Administrator) credit such shortfall to the Deposit Account.

- (iii) As from the time a Notification Event has occurred, the Risk Mitigation Deposit Amount will become fixed and may no longer be adjusted in accordance with paragraph (ii) above and will, as a result, become fixed. Furthermore, as from the time a Notification Event has occurred, the Risk Mitigation Deposit Amount may no longer be released (other than to the Issuer for the purposes set out under (a) or (b) below) unless the Notes have been fully and finally repaid.

The Risk Mitigation Deposit Amount as determined by the Administrator for each first calendar day of the month following the occurrence of a Risk Mitigation Deposit Trigger Event (and as long as the Risk Mitigation Deposit Trigger Event continues) will be reported by the Administrator in the Investor Report. The funds credited to the Deposit Account will not be included as Notes Redemption Available Amount and/or Notes Interest Available Amount and will not form part of the

Priority of Payments, unless if used to mitigate Commingling Risk in which case the Issuer will be required to add such funds to the Notes Interest Available Amount and/or Notes Redemption Available Amount, as the case may be. The Risk Mitigation Deposit Amount will not serve as general credit enhancement to the Issuer and can only be used by the Issuer to mitigate Commingling Risk. The Issuer will transfer the interest received on the Deposit Account to the Seller.

The funds credited to the Deposit Account may only be applied by the Issuer for the purpose of indemnifying the Issuer against any losses resulting from the fact that following an insolvency of the Seller the recourse the Issuer would have against the Seller for amounts paid into the accounts held with the Seller at such time would be an unsecured claim against the insolvent estate of the Seller for moneys due at such time (“**Commingling Risk**”)(See also Section 1.17 – Commingling Risk).

In such event, the Issuer (or the Administrator on behalf of the Issuer) will transfer the relevant amounts from the Deposit Account to the Transaction Account.

Unless applied in order to indemnify Commingling Risk, the funds credited to the Deposit Account shall remain credited to the Deposit Account until (the earlier of):

- (a) the Seller no longer being subject to any Risk Mitigation Deposit Trigger Event; or
- (b) a full and final repayment of the Notes on the Final Maturity Date (or such other date upon which the Notes are to be redeemed in full).

If any of the above conditions under (a) or (b) is fulfilled, the Administrator will immediately release the funds credited to the Deposit Account to the Seller (including, for the avoidance of doubt, any amounts as might be credited to this Deposit Account at a later date).

ISSUER SERVICES AGREEMENT

Services

In the Issuer Services Agreement, the Servicer will agree to provide mortgage payment transactions and other services to the Issuer on a day-to-day basis in relation to the Mortgage Loans and the Mortgage Receivables, including, without limitation, the collection and recording of payments of principal, interest and other amounts in respect of the Mortgage Loans and the Mortgage Receivables.

The Servicer will be obliged to administer the Mortgage Loans and the Mortgage Receivables at the same level of skill, care and diligence as it administers mortgage loans in its own portfolio.

In the Issuer Services Agreement, the Administrator will agree to provide certain administration, calculation and cash management services to the Issuer, including (a) the direction of amounts received by the Seller to the Issuer Collection Account, (b) the operation of the Transaction Accounts, (c) drawings (if any) to be made by the Issuer from the Reserve Account, (d) all payments to be made by the Issuer under the Swap Agreement and under the other Transaction Documents, (e) all payments to be made by the Issuer under the Notes in accordance with the Agency Agreement and the Conditions and (f) all calculations to be made pursuant to the Conditions under the Notes and (g) the production of all information necessary for the Issuer in order to perform its obligations under the ECB regulation No 1075/2013 of 18 October 2013 concerning statistics on the assets and liabilities of financial vehicle corporations engaged in securitisation transactions (recast). The Administrator will also provide the Swap Counterparty with all information (to the extent available) necessary in order for the Swap Counterparty to perform its role as Calculation Agent under the Swap Agreement.

In the Issuer Services Agreement, the Corporate Services Provider will agree to provide certain administrative, reporting and corporate services to the Issuer, including, without limitation, the keeping of all books and registers of the Issuer and preparation of the Monthly Calculation Reports and the monthly Investor Report.

Termination

The appointment of the Servicer, the Administrator and/or the Corporate Services Provider under the Issuer Services Agreement will be terminated by the Issuer (with the consent of the Security Agent) or by the Security Agent in certain circumstances, including but not limited to (a) a default by the Servicer, the Administrator and/or the Corporate Services Provider in the payment on the due date of any payment due and payable by it under the Issuer Services Agreement, (b) a default by the Servicer, the Administrator and/or the Corporate Services Provider in the performance or observance of any of its other covenants and obligations under the Issuer Services Agreement, (c) the Servicer, the Administrator and/or the Corporate Services Provider has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it under any reorganisation procedure (*saneringsmaatregelen / mesures d'assainissement*) or winding-up procedures (*liquidatieprocedures / procedures de liquidation*) within the meaning of Article 3, §1 of the Credit Institutions Supervision Act for any insolvency proceedings under any applicable law or for bankruptcy or for the appointment of a receiver or a similar officer of its or any or all of its assets, (d) the Administrator has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it under any insolvency proceedings under any applicable law or for bankruptcy or for the appointment of a receiver or a similar officer of its or any or all of its assets, (e) the license of the Servicer as mortgage undertaking is revoked by the FSMA in accordance with Article 43, §3 of the Mortgage Credit Act or Article 67/1 of Book XV of the Belgian Code of Economic Law or the license of the Servicer as credit institution has been revoked in accordance with Article 233 of the Credit Institutions Supervision Act.

Upon termination of the appointment of the Servicer, the Administrator and/or the Corporate Services Provider under the Issuer Services Agreement, the Issuer (as the case may be, with the assistance of the Security Agent, the Administrator, the Back-up Servicer Facilitator and/or the Corporate Services Provider, and whenever a Protection Notice or Enforcement Notice has been served, the Security Agent in consultation with the Issuer) shall use its best efforts to appoint a substitute servicer (within 60 calendar days), administrator and/or corporate services provider and such substitute servicer, administrator, and/or corporate services provider shall enter into an agreement with the Issuer and the Security Agent substantially on the terms of the Issuer Services Agreement, provided that such substitute servicer, administrator and/or corporate services provider shall have the benefit of a fee at a level to be then determined. Any such substitute servicer, administrator and/or corporate services provider is obliged to, among other things, (i) have experience of administering mortgage loans and mortgages of residential property in Belgium and (ii) hold all required licences under applicable law therefore. The Issuer shall, promptly following the execution of such agreement, pledge its interest in such agreement in favour of the Secured Parties, including the Security Agent on behalf of the Noteholders and the other Secured Parties, on the terms of the Pledge Agreement, *mutatis mutandis*, to the satisfaction of the Security Agent.

The Issuer Services Agreement may, *inter alia*, be terminated by the Servicer, the Administrator or the Corporate Services Provider upon the expiry of not less than twelve (12) months' notice of termination given by respectively the Servicer, the Administrator and/or the Corporate Services Provider to each of the Administrator, the Servicer and the Corporate Services Provider respectively and the Issuer and the Security Agent provided that – *inter alia* – (a) the Security Agent consents in writing to such termination, which consent shall not be unreasonably withheld and (b) a substitute servicer, administrator or corporate services provider shall be appointed on the same terms as the terms of the Issuer Services Agreement, such appointment to be effective not later than the date of termination of the Issuer Services Agreement and the Servicer, the Administrator and/or the Corporate Servicer shall not be released from its obligations under the Issuer Services Agreement until such substitute servicer, administrator and/or corporate services provider has entered into such new agreement.

THE ISSUER

The Issuer has been established as a special purpose vehicle for the purpose of issuing securities, including the Notes.

1. NAME AND STATUS

The Issuer is a company with limited liability (*naamloze vennootschap / société anonyme*) incorporated under the name Loan Invest NV/SA, *institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge* in accordance with the UCITS Act.

The registered office of the Issuer is located at Koningsstraat 97, 1000 Brussels and its telephone number is +32 2 209 22 00. The Issuer is registered with the Crossroads Bank for Enterprises under number RPR 0889.054.884.

The Issuer is subject to the rules applicable to *institutionele vennootschappen voor belegging in schuldvorderingen naar Belgisch recht / sociétés d'investissement en créances institutionnelle de droit belge*, as set out in the UCITS Act.

The Issuer has been registered with the Federal Public Service Finance (*Federale Overheidsdienst Financiën / Service Public Fédéral Finances*) on 8 May 2007 as an *institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge* and its Compartment Home Loan Invest 2016 has been registered with the Federal Public Service Finance (*Federale Overheidsdienst Financiën / Service Public Fédéral Finances*) on 31 March 2016 as a compartment of a an *institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge*. This registration cannot be considered as a judgement as to the opportunity or the quality of the Transaction, nor on the situation of the Issuer or Compartment Home Loan Invest 2016.

The Issuer has been licensed by the FSMA on 12 June 2007 as a mortgage loan institution in accordance with Article 43 of the Mortgage Credit Act and has since 1 November 2015 automatically been granted a temporary license as a provider of mortgage credit under the Belgian Code of Economic Law.

The Issuer is a public company within the meaning of Article 438 of the Company Code.

2. INCORPORATION

The Issuer was incorporated on 24 April 2007 for an unlimited period of time.

A copy of the deed of incorporation and the Articles of Association of the Issuer will be available for public inspection at the registered office of the Issuer and the specified office of the Domiciliary Agent. The Issuer has the corporate power and capacity to issue the Notes, to acquire the Mortgage Receivables and to enter into and perform its obligations under the Transaction Documents.

3. SHARE CAPITAL AND SHAREHOLDING

The Issuer has an issued share capital of EUR 69,500 represented by 100 registered shares without nominal value, which are fully paid up. Initially, all shares were allocated to Category I, representing Compartment Home Loan Invest 2007. By an amendment of the Articles of Association of the Issuer on 12 August 2008, 10 shares of Category I of the Issuer have been reallocated to a new category of shares, Category II, representing Compartment Home Loan Invest 2008. By an amendment of the

Articles of Association of the Issuer on 5 March 2009, 10 shares of Category I of the Issuer have been reallocated to a new category of shares, Category III, representing Compartment Home Loan Invest 2009. By an amendment of the Articles of Association of the Issuer on 24 May 2011, 10 shares of Category I of the Issuer have been reallocated to a new category of shares, Category IV, representing Compartment Home Loan Invest 2011. By an amendment of the Articles of Association of the Issuer on 22 March 2016, 10 shares of Category I of the Issuer have been reallocated to a new category of shares, Category V, representing Compartment Home Loan Invest 2016. At the same time Compartment Home Loan Invest 2008, Compartment Home Loan Invest 2009 and Compartment Home Loan Invest 2011 were dissolved and liquidated and the corresponding shares were reallocated to Compartment Home Loan Invest 2007. The remaining part of 60 shares is allocated to Category I, representing Compartment Home Loan Invest 2007.

All shares (Category I and Category V) of the Issuer are held by Loan Invest Securitisation B.V. Loan Invest Securitisation B.V. is a private company with limited liability (*besloten vennootschap*) incorporated under the laws of the Netherlands on 5 April 2007 (the “**Shareholder**”). The objects of the Shareholder are to invest in securities, including debt securities or rights of participation, in collective investment undertakings under Dutch or foreign law or in securitisation structures, as well as to finance collective investment undertakings or securitisation structures provided that the Shareholder only obtains financing (i) in Belgium with Qualifying Investors under the UCITS Act, or (ii) in any other country (other than Belgium). The sole managing director of the Shareholder is as of 5 April 2007, Intertrust Management B.V. (the “**Shareholder Director**”). All shares of the Shareholder are held by Stichting Loan Invest. The Shareholder is the founder of the Issuer within the meaning of Article 450 of the Company Code.

Stichting Loan Invest is a foundation (*stichting*) incorporated under the laws of the Netherlands on 29 March 2007. The objects of Stichting Loan Invest are, *inter alia*, to incorporate, acquire and to hold shares in the share capital of the Shareholder and to exercise all rights attached to such shares. The sole managing director of Stichting Loan Invest is Intertrust Management B.V.

The sole shareholder of Intertrust Management B.V. is Intertrust Group B.V.

The objectives of Intertrust Management B.V. are (a) advising of and mediation by financial and related transactions, (b) finance company, and (c) management of legal entities.

The Shareholder Director has entered into a management agreement with each of Stichting Shareholder and the Shareholder and the Security Agent. In these management agreements (the “**Shareholder Management Agreements**”) the Shareholder Director agrees and undertakes to, *inter alia*, (i) do all that an adequate managing director or director should do or should refrain from doing, and (ii) refrain from taking any action detrimental to the obligations under any of the Transaction Documents or the then current ratings assigned to the Notes. The shares in the Issuer can only be validly transferred to a qualifying investor (*in aanmerking komende belegger / investisseur éligible*) within the meaning of Article 5, §3/1 of the UCITS Act. In addition, the Articles of Association provide for a specific share transfer procedure, requiring the consent of the Issuer’s board of directors. If the registered shares issued by the Issuer are acquired by a holder that does not qualify as a qualifying investor within the meaning of Article 5, §3/1 of the UCITS Act, the Issuer will refuse to register such transfer in its share register.

4. CORPORATE PURPOSE AND PERMITTED ACTIVITY

The corporate purpose of the Issuer consists exclusively in the collective investment of financial means, which are exclusively collected with qualifying investors for the purposes of Article 271/6, §2 of the UCITS Act, in receivables that are assigned to it by third parties.

The securities issued by the Issuer can only be acquired by those qualifying investors.

The Issuer may carry out all activities and take all measures that can contribute to the realisation of its corporate purpose, such as e.g., but not exclusively, to issue financial instruments whether or not negotiable, contract loans or credit agreements in order to finance its portfolio of receivables or to manage payment default risks on the receivables and pledge the receivables it holds in its portfolio and its other assets. The Issuer may hold additional or temporary term investments, liquidities and securities. The Issuer may purchase, issue or sell all sorts of financial instruments, purchase or sell options relating to financial instruments, interest instruments or currencies, as well as enter into swaps, interest swaps or term contracts relating to currencies or interest and negotiate options on such contracts, provided that the transaction serves to cover a risk linked to one or more assets on its balance sheet.

Outside the scope of the securitisation transactions carried out by it and outside the investments permitted by law, the Issuer may not hold any assets, enter into any agreements or engage in any other activities. It may not engage personnel.

Any amendment of the corporate purpose of the Issuer requires a special majority of eighty (80) percent of the voting rights.

The Compartment Home Loan Invest 2016 of the Issuer has been set up with as purpose the collective investment of financial means collected in accordance with the Articles of Association in a portfolio of selected mortgage receivables.

5. COMPARTMENTS

The Articles of Association authorise the Issuer's board of directors to create several compartments within the meaning of Article 271/11, § 4 of the UCITS Act. The notarial deed confirming such decision of the board of directors amends the Articles of Association. The UCITS Act does not further specify the procedure that must be followed in this respect.

Pursuant to the Articles of Association, the Issuer's board of directors may create new compartments either by (i) issuing new shares, or (ii) reallocating the existing shares.

Upon incorporation of the Issuer, all shares of the Issuer were allocated to Category I, representing Compartment Home Loan Invest 2007. By a notarial deed of amendment to the Articles of Association, 10 existing shares of Category I (relating to Compartment Home Loan Invest 2007) were reallocated to a new Category II (relating to Compartment Home Loan Invest 2008).

Furthermore, a new chapter, relating to Compartment Home Loan Invest 2008, was included in the Articles of Association.

In addition, by notarial deed of amendment of 5 March 2009 to the Articles of Association, 10 existing shares of Category I (relating to Compartment Home Loan Invest 2007) were reallocated to a new Category III (relating to Compartment Home Loan Invest 2009), and a new chapter, relating to Compartment Home Loan Invest 2009 was included in the Articles of Association.

By notarial deed of amendment of 24 May 2011 to the Articles of Association, 10 existing shares of Category I (relating to Compartment Home Loan Invest 2007) were reallocated to a new Category IV (relating to Compartment Home Loan Invest 2011), and a new chapter, relating to Compartment Home Loan Invest 2011 was included in the Articles of Association.

By notarial deed of amendment of 22 March 2016 to the Articles of Association, 10 existing shares of Category I (relating to Compartment Home Loan Invest 2007) were reallocated to a new Category V (relating to Compartment Home Loan Invest 2016), and a new chapter, relating to Compartment Home Loan Invest 2016 was included in the Articles of Association. At the same time Compartment

Home Loan Invest 2008, Compartment Home Loan Invest 2009 and Compartment Home Loan Invest 2011 were dissolved and liquidated and the corresponding shares were reallocated to Compartment Home Loan Invest 2007.

The Pledged Assets and all liabilities of the Issuer relating to the Notes and the Transaction Documents will be exclusively allocated to Compartment Home Loan Invest 2016. The parties involved in future securitisation transactions of the Issuer, or involved in the securitisation transactions of the Issuer acting through its Compartment Home Loan Invest 2007, will not have any recourse to the Pledged Assets. Unless expressly provided otherwise, all appointments, rights, title, assignments, obligations, covenants and representations, assets and liabilities, relating to the issue of the Notes will be exclusively allocated to Compartment Home Loan Invest 2016 and will not extend to other transactions or other compartments of the Issuer or any assets of the Issuer other than those allocated to Compartment Home Loan Invest 2016 under the Transaction Documents.

The creation of Compartments means that the Issuer is internally split into subdivisions and that each such subdivision, a Compartment, legally constitutes a separate group of assets to which corresponding liabilities are allocated.

The liabilities allocated to a Compartment are exclusively backed by the assets of such Compartment.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

6.1 Board of directors

The board of directors of the Issuer ensures the management of the Issuer. Pursuant to Article 14 of its Articles of Association, the board of directors of the Issuer consists of two directors. The Issuer current board of directors consists of the following persons:

- (a) Intertrust Financial Services BVBA, a personal limited liability company (*besloten vennootschap met beperkte aansprakelijkheid / société privée à responsabilité limitée*) with registered office at Koningsstraat 97, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number RPR 0861.696.827, Commercial Court of Brussels, represented by its legal representative Christophe Tans; and
- (b) Intertrust Corporate Services NV, a limited liability company (*naamloze vennootschap / société anonyme*) with registered office at Koningsstraat 97, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number RPR 463.120.065, Commercial Court of Brussels, represented by its legal representative Irène Florescu;

(the “**Issuer Directors**”)

The current term of office of the Issuer Directors expires in April 2020.

Companies of which Intertrust Financial Services BVBA has been a member of the administrative, management or supervisory bodies or partner at any time in the previous five years are: BASS Master Issuer NV/SA, Stichting Holding BASS, Belgian Lion NV, Stichting Holding Belgian Lion, Noor Funding NV, Stichting Holding Noor Funding, Quantesse Private Stichting, Record Lion NV, Stichting Holding Record Lion, Stichting Vesta, Mercurius Funding NV, AGFA FinCo NV/SA, Stichting GAAF Private Stichting, Penates Funding NV/SA, B-Arena NV, Loan Invest NV/SA and Royal Street NV.

Companies of which Intertrust Corporate Services NV has been a member of the administrative, management or supervisory bodies or partner at any time in the previous five years are Pai Tap

Limited SA, JPA Properties BVBA, Stichting JPA Properties and Med Devices Holding SA (liquidated).

None of the Issuer Directors have been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies), nor have they been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years.

The Issuers Directors did not received any remuneration during the last full financial year.

The business offices of the directors are located at:

Intertrust Financial Services BVBA
Koningsstraat 97
1000 Brussels
Belgium

Intertrust Corporate Services NV
Koningsstraat 97
1000 Brussels
Belgium

6.2 Other administrative, management or supervisory bodies

The Issuer has no other administrative, management or supervisory bodies other than the board of directors. The board of directors will delegate some of its management powers to the Administrator and the Corporate Services Provider for the purpose of assisting it in the management of the affairs of the Issuer but it will retain overall responsibility for the management of the Issuer, in accordance with the UCITS Act. For more information about the Administrator, see below *Related Party Transactions – the Administrator*. For more information about the Corporate Services Provider, see below *Related Party Transactions – the Corporate Services Provider*.

6.3 Conflict of interest

None of the Issuer Directors has any conflict of interest between its duties as director and its other duties or private interests.

None of the Issuer, the Shareholder or Stichting Shareholder have a conflict of interest with any of its directors with respect to the entering into the Transaction Documents.

6.4 Issuer Management Agreement

Each of the Issuer Directors has entered into a management agreement with the Issuer and the Security Agent. In these management agreements (the “**Issuer Management Agreements**”) each of the Issuer Directors agrees and undertakes to, *inter alia*, (i) act as managing director of the Issuer and to perform certain services in connection therewith, and (ii) refrain from taking any action detrimental to the obligations under any of the Transaction Documents or the then current ratings assigned to the Notes. In addition each of the Issuer Directors agrees in the relevant Issuer Management Agreements that it will not enter into any agreement in relation to the Issuer acting through its Compartment Home Loan Invest 2016 other than the Transaction Documents to which it is a party, without the prior written consent of the Security Agent, provided that there will be no adverse effect on the then current ratings assigned to the Notes. The Issuer Management Agreements do not provide for additional benefits upon termination.

7. SHAREHOLDERS' MEETING

The shareholders' meeting has the power to take decisions on matters for which it is competent pursuant to the Company Code. In addition, the Articles of Association provide that if as a result of a conflict of interest of one or more directors with respect to a decision to be taken by the board of directors of the Issuer, such decision cannot be validly taken due to the applicable legal provisions with respect to conflicts of interests in public companies, the matter will be submitted to the shareholders' meeting and the shareholders' meeting will have the power to take a decision on such matter.

The annual shareholders' meeting will be held each year on the second Tuesday of the month of June at 11.00 AM (Central European Time) at the registered office of the Issuer. The shareholders' meetings are held at the Issuer's registered office. A general meeting may be convened at any time and must be convened whenever this is requested by shareholders representing one-fifth of the share capital or, as the case may be, representing one fifth of the capital attributed to a particular Compartment.

Shareholders' meetings are convened upon convening notice of the board of directors. Such notices contain the agenda as well as the proposals of resolutions and are made in accordance with the Company Code. Copies of the documents to be provided by law are provided with the convening notice.

A shareholder may be represented at a meeting of shareholders by a proxyholder. In order to be valid, the proxy must state the agenda of the meeting and the proposed resolutions, a request for instruction for the exercise of the voting right for each item on the agenda and the information on how the proxyholder must exercise his voting right in the absence of restriction of the shareholders.

The shareholders' meeting may validly resolve irrespective of the number of shares present or represented, unless otherwise provided by law. Any resolution is validly adopted at the majority of the votes. Amendments to the Articles of Association require a majority of seventy-five (75) per cent. of the votes (and a majority of eighty (80) per cent. for the amendment of the corporate purpose).

Pursuant to Article 646 §2 of the Company Code, the Shareholder will, as long as it remains the sole shareholder of the Issuer, exercise the powers vested with the shareholders' meeting.

8. CHANGES TO THE RIGHTS OF HOLDERS OF SHARES

The board of directors is authorised to create various categories of shares, where each category coincides with a separate part or Compartment of the assets of the Issuer. The board of directors can make use of this authorisation and decide to create a Compartment by reallocating existing shares in different categories, in compliance with the equality between shareholders, or by issuing new shares. The rights of the holders of shares and of creditors with respect to a Compartment or that arise by virtue of the creation, the operation, or the liquidation of a Compartment are limited to the assets of such compartment.

Upon creation of a Compartment via (re)allocation of existing shares or via the issue of new shares, the board of directors shall ensure that the shares of that compartment, except with the prior written consent of all shareholders of the category concerned, are assigned to the shareholders in the same proportion as in the other compartments.

9. SHARE TRANSFER RESTRICTIONS

Given the specific purpose of the Issuer and Article 3, 7° of the UCITS Act, the shares in the Issuer can only be held by qualifying investors within the meaning of Article 5, §3/1 of the UCITS Act. Each transfer in violation of the share transfer restrictions contained in Article 10 of the articles of association of the Issuer is null and is not enforceable against the Issuer. In addition:

- (a) if shares are transferred to a transferee who does not qualify as a qualifying investor within the meaning of Article 5, §3/1 of the UCITS Act, the Issuer will not register such transfer in its share register; and
- (b) as long as shares are held by a shareholder who does not qualify as a qualifying investor within the meaning of Article 5, §3/1 of the UCITS Act, the payment of any dividend in relation to the shares held by such shareholder will be suspended.

Share transfers are further subject to authorisation by the board of directors. If a proposed transfer of shares is not authorised by the board of directors, the board of directors will have to propose one or more alternative transferees for the shares.

The shares may not be pledged or be the subject matter of another right *in rem* other than the property interest, unless approved by the board of directors.

10. CORPORATE GOVERNANCE

The Issuer complies with the relevant corporate governance requirements of the Company Code.

In accordance with Article 526bis of the Company Code, companies whose securities are admitted to trading on a regulated market must establish an audit committee. Article 526bis, § 7 of the Company Code contains an exemption from this obligation for any company the sole business of which is to act as issuer of asset-backed securities as defined in Article 2(5) of Commission Regulation (EC) No 809/2004. In that case, the relevant company must explain to the public the reasons for which it considers it not appropriate to have an audit committee or an administrative or supervisory body entrusted to carry out the functions of an audit committee.

The Issuer's sole business consists of the issuance of asset-backed securities as defined in Article 2(5) of the Commission Regulation (EC) No 809/2004 and the Issuer does not consider it appropriate to establish an audit committee. The Issuer refers in this respect to the recitals of the European Directive in relation to statutory audits of annual accounts, where it is stated that where a collective investment undertaking functions merely for the purpose of pooling assets, the establishment of an audit committee is not always appropriate. This is because the financial reporting and related risks are not comparable to those of other public-interest entities.

In addition, the Issuer operates in a strictly defined regulatory environment and is subject to specific governance mechanisms. In this regard, the Issuer refers to its corporate purpose, limiting its activities to the issue of negotiable financial instruments for the purpose of acquiring receivables. Furthermore, the Issuer points out that, with respect to the main tasks to be carried out by an audit committee, such as the monitoring of the financial reporting process and of the statutory audit of the annual and consolidated accounts, it will enter into an Issuer Services Agreement pursuant to which the Corporate Services Provider and the Administrator will provide certain reporting, calculation and monitoring services.

The Issuer will include a declaration as to the reasons why it does not consider it appropriate to establish an audit committee (as set out above) in the annual report with respect to its annual accounts.

11. ACCOUNTING YEAR

The Issuer's accounting year ends on 31 December of each year. The first accounting year of the Issuer started on 24 April 2007 and ended on 31 December 2008.

Compartment Home Loan Invest 2007 of the Issuer started operations in July 2007, Compartment Home Loan Invest 2008 of the Issuer started operations in November 2008, Compartment Home Loan Invest 2009 started operations in March 2009 and Compartment Home Loan Invest 2011 started operations in October 2011. Compartment Home Loan Invest 2008, Compartment Home Loan Invest 2009 and Compartment Home Loan Invest 2011 were dissolved and liquidated on 22 March 2016. Compartment Home Loan Invest 2016 was created on 22 March 2016 and the Issuer, acting through its Compartment Home Loan Invest 2016, has not commenced operations other than the Transaction

The financial statements as of 31 December 2014 of the Issuer, acting through its Compartment Home Loan Invest 2007, Compartment Home Loan Invest 2008, Compartment Home Loan Invest 2009 and Compartment Home Loan Invest 2011 have been approved by the shareholders' meeting held on have been approved by the shareholders' meeting of 5 June 2015.

12. THE AUDITOR

Ernst & Young, with its registered office at De Kleetlaan 2, 1831 Brussels, registered with the Crossroads Bank for Enterprises under number 0446.334.711, Commercial Court of Brussels, represented by Jean-François Hubin, is appointed as auditor of the Issuer until the general meeting of 2017. A decision on the reappointment or change of mandate of the Auditors is expected to be taken on or about the date of approval of this Prospectus. The decision on the reappointment or change of the mandate of the Auditors will be published in the annexes to the Belgian State Gazette and on the website of the Issuer at www.kbc.be/abs/homeloaninvest2016.

13. TAX POSITION OF THE ISSUER

(a) Registration tax

Contributions to the capital of the Issuer are not subject to registration tax and are subject only to a nominal fixed fee of EUR 50.

(b) Withholding tax on moneys collected by the Issuer

All interest payments made by any Borrower to the Issuer are exempt from Belgian withholding tax.

(c) Corporate income tax

The Issuer is subject to corporation tax at the current ordinary rate of 33.99 per cent. (inclusive of the 3 per cent. crisis surcharge). However its tax base is notional: it is only taxed on disallowed expenses and abnormal or gratuitous benefits received by it. The Issuer does not anticipate incurring substantially disallowed expenses or receiving any such abnormal or gratuitous benefits.

(d) Value added tax ("VAT")

The Issuer qualifies in principle as a VAT taxpayer but is fully exempt from VAT in respect of its operations. Any input VAT incurred by the Issuer (at the current rate of 21 per cent.) is, therefore, not recoverable under the VAT legislation.

Services supplied to the Issuer by the parties to the Transaction Documents, including the Auditor, or other parties under the Transaction Documents will, in general, be subject to VAT. However, fees paid in respect of the management of the Issuer (including its administration and the organisation and management of its financing instruments) and its assets (including the receipt of payments on behalf of the Issuer and the forced collection of receivables), as well as transactions with respect to receivables (with the exception of the forced collection thereof), securities and liquid assets are exempt from Belgian VAT.

14. CAPITALISATION

The following table shows the capitalisation of the Issuer as of the Closing Date as adjusted to give effect to the issue of the Notes:

Share Capital

Issued Share Capital	euro 69,500
<i>Compartment Home Loan Invest 2007</i>	euro 62,550
<i>Compartment Home Loan Invest 2016</i>	euro 6,950

Borrowings

Compartment Home Loan Invest 2016

Notes	euro 3,270,000,000
Subordinated Loan	euro 366,000,000
Expenses Subordinated Loan	euro 1,000,000

15. INFORMATION TO INVESTORS – AVAILABILITY OF INFORMATION

15.1 Investor Reports

The Corporate Services Provider will prepare monthly reports to be approved by the Administrator and addressed to the Security Agent, the Rating Agencies and the Domiciliary Agent on or about each Monthly Payment Date. Such reports will contain an overview of the retention of the material net economic interest by the Seller, as confirmed to the Issuer for each Monthly Investor Report.

The Investor Reports will be made available for inspection at www.kbc.be/abs/homeloaninvest2016 and will be made available upon request free of charge to any person at the office of the Domiciliary Agent.

In addition, the Corporate Services Provider, the Administrator and the Auditor will assist the Issuer in the preparation of the annual reports to be published in order to inform the Noteholders.

15.2 Notices

For Notices to the Noteholders, see Condition 4.13.

15.3 Other information

In addition the Issuer is required to make available certain other information, in particular information in respect of important facts that are not known to the public and that, due to their

impact on the assets, financial situation or general state of the Issuer, could influence the price of the relevant Notes (privileged information as defined in the law of 2 August 2002 on the supervision of the financial sector and financial services) and any other mandatory information such as described in the royal decree of 14 November 2007, as amended from time to time, on the obligations of issuers of financial instruments which are admitted to trading on a Belgian regulated market (including information as to modifications to the conditions, rights or guarantees attached to the Notes).

Furthermore, the Issuer will be required to provide certain information to the NBB for statistical purposes.

16. FINANCIAL INFORMATION CONCERNING THE ISSUER

16.1 Financial position

Compartment Home Loan Invest 2007 of the Issuer started operations in July 2007, Compartment Home Loan Invest 2008 of the Issuer started operations in November 2008, Compartment Home Loan Invest 2009 started operations in March 2009 and Compartment Home Loan Invest 2011 started operations in October 2011.

Compartment Home Loan Invest 2016 was created on 22 March 2016 and the Issuer, acting through its Compartment Home Loan Invest 2016, has not commenced operations other than the Transaction.

The financial statements as of 31 December 2014 of the Issuer, acting through its Compartment Home Loan Invest 2007, Compartment Home Loan Invest 2008, Compartment Home Loan Invest 2009 and Compartment Home Loan Invest 2011 have been approved by the shareholders' meeting held on have been approved by the shareholders' meeting of 5 June 2015.

Pursuant to Article 27, § 2, (c) of the Prospectus Law, the FSMA has by decision of 26 April 2016 granted an exemption with respect to the obligation to provide historical financial information (under items 3 and 20.1 of Annex I, items 8.2 and 8.2 bis of Annex VII and item 8.3 of Annex XV of Regulation (EC) 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements) in relation to Compartment Home Loan Invest 2016 of the Issuer. This exemption also applies to any related information requirements where such information relates to Compartment Home Loan Invest 2007.

16.2 Dividend policy

Pursuant to Article 30 of the Articles of Association of the Issuer, the profit of the Issuer will be attributed to each Compartment on the basis of the profit realised by each respective Compartment. The profit attributed to Compartment Home Loan Invest 2016 may (after constitution of the legal reserve) either be distributed as dividend to the Shareholder of Compartment Home Loan Invest 2016 or reserved for later distribution or for the cover of risk of default of payment of the Mortgage Receivables.

16.3 Investment policy

The Issuer has as such no borrowing or leverage limits. Pursuant to its Articles of Association, the Issuer may however only invest in receivables that are assigned to it by third parties as well as in temporary investments. The Issuer may not hold other assets than those necessary for the realisation of its corporate purpose.

Compartment Home Loan Invest 2016 of the Issuer has been set up with as purpose the collective investment of financial means collected in accordance with the Articles of Association in a portfolio of selected mortgage receivables.

16.4 Valuation rules

The Issuer will apply the following valuation rules:

(a) Assets

Claims

The class of ‘*Claims*’ contains the Mortgage Loans in portfolio that were sold by KBC Bank NV to Compartment Home Loan Invest 2016 of Loan Invest NV/SA for an Initial Purchase Price and a Deferred Purchase Price. The Mortgage Loans will be recognised in the balance sheet at historic cost, minus the recognised write-downs on the Mortgage Loans. The historic cost consists of the Initial Purchase Price which Compartment Home Loan Invest 2016 of Loan Invest NV/SA paid for the Mortgage Loans. The Deferred Purchase Price is determined by the results of Compartment Home Loan Invest 2016 of Loan Invest NV/SA after all other obligations have been met and will be recognised as an expense at the moment of determination of the result.

Regarding the credit risks, a prudent valuation policy is being pursued.

For doubtful loans and loans with an uncertain outcome, recognition of write-downs will take place on a portfolio basis. The calculation of write-downs for loans with an uncertain outcome is based on three components: the principal amount with an uncertain outcome, the reclassification percentage (i.e. reflecting the reclassification of a loan being uncertain to being doubtful) and the loss percentage (i.e. the average loss per loan).

For loans that are doubtful and irrecoverable, the write-downs are calculated based on the irrecoverable principal amounts and the loss percentage.

Liquid assets

By liquid assets the nominal credit amounts on the current accounts held with financial institutions are meant. These credit amounts mainly consist of:

- cash flows on loans already received and not applied for the payment of the compensation to investors;
- the reserve fund.

Accrual accounts

Under the class of asset accrual accounts are included:

- the deferral of charges that were made in the past accounting period and that should be attributed to the following accounting period;
- the accrual of revenues that will only be collected in the course of the following accounting period but that relate to the past accounting period.

(b) Liabilities

Debts

The liabilities arising from the Notes are recognised in the balance sheet in the amount made available, less any repayments effected.

The reimbursement of the Notes takes place by means of incoming cash flows resulting from the redemption or early termination of the Mortgage Receivables. The expected reimbursements of the Notes in the next accounting period are recognised under the heading, '*Liabilities within one year*'.

Subordinated liabilities are valued analogously to other liabilities, irrespective of whether they are represented by securities. Included under subordinated liabilities is a subordinated loan provided by KBC Bank NV to Compartment Home Loan Invest 2016 of Loan Invest NV/SA.

Under the class of '*Other liabilities*' all liabilities in relation to payment of the Deferred Purchase Price, as well as the liabilities relating to payment of a compensation to the management, the payment of dividends, current accounts with related companies and other accounts provided by the minimum chart of accounts (M.A.R.) are included.

The Mortgage Loans purchased by the Issuer carry a floating rate or a fixed rate of interest payable on a monthly basis, whereas the Notes carry a floating interest rate payable on a monthly basis. In order to match these cash flows, Compartment Home Loan Invest 2016 of Loan Invest NV/SA has concluded an interest rate swap with KBC Bank NV.

Accrual accounts

Under the class of liability accrual accounts are included:

- the accrual of charges that will only be paid in the course of the following accounting period but that relate to the past accounting period;
- the deferral of revenues that were collected in the past accounting period but that relate to the following accounting period.

17. NEGATIVE STATEMENTS

Compartment Home Loan Invest 2007 of the Issuer started operations in July 2007, Compartment Home Loan Invest 2008 of the Issuer started operations in November 2008, Compartment Home Loan Invest 2009 started operations in March 2009 and Compartment Home Loan Invest 2011 started operations in October 2011. Compartment Home Loan Invest 2008, Compartment Home Loan Invest 2009 and Compartment Home Loan Invest 2011 have in the meantime been dissolved and liquidated.

Compartment Home Loan Invest 2016 was created on 22 March 2016 and the Issuer, acting through its Compartment Home Loan Invest 2016, has not commenced operations other than the Transaction

The Issuer has not been involved in any governmental, legal or arbitration proceedings (including proceedings which are pending or threatened of which the Issuer is aware), during a period since its incorporation, which may have or have had in the recent past significant effects on the Issuer or its financial position or profitability.

Pursuant to Article 27, § 2, (c) of the Prospectus Law, the FSMA has by decision of 26 April 2016 granted an exemption with respect to the obligation to provide historical financial information (under

items 3 and 20.1 of Annex I, items 8.2 and 8.2 bis of Annex VII and item 8.3 of Annex XV of Regulation (EC) 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements) in relation to Compartment Home Loan Invest 2016 of the Issuer. This exemption also applies to any related information requirements where such information relates to Compartment Home Loan Invest 2007.

RELATED PARTY TRANSACTIONS – MATERIAL CONTRACTS

1. THE SELLER

1.1 Name and Status

The Mortgage Receivables have been originated by the Seller or its legal predecessors.

For a description of the Seller, see further *KBC Bank NV*.

1.2 Mortgage Receivables Purchase Agreement

Under the Mortgage Receivables Purchase Agreement, the Issuer will purchase any and all relevant rights of the Seller against certain borrowers (the “**Borrowers**”) under or in connection with certain selected Mortgage Loans (the “**Mortgage Receivables**”). On the Closing Date, the Issuer will accept the transfer by way of assignment of legal title to the Mortgage Receivables. The Issuer will be entitled to the proceeds of the Mortgage Receivables from the Cut-Off Date.

For a description of the Mortgage Receivables Purchase Agreement, see further in the section entitled *Mortgage Receivables Purchase Agreement*.

2. THE ADMINISTRATOR

2.1 Name and status

Pursuant to the Issuer Services Agreement, the Issuer has appointed Intertrust Administrative Services B.V., a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), with its registered office at Prins Bernhardplein 200, 1097 Amsterdam, the Netherlands, registered with the commercial register (*kamer van koophandel en fabrieken voor Amsterdam*) under number 33.21.02.70 as the Administrator. Its phone number is +31 (0)20 577 1177 and fax number +31 (0)20 577 1188. E-mail: securitisation@intertrustgroup.com Corporate websites: www.intertrustcapitalmarkets.com

2.2 Issuer Services Agreement

Under the Issuer Services Agreement, the Administrator will agree to provide certain administration, calculation and cash management services for the Issuer.

For a description of the Issuer Services Agreement, see further in the section entitled *Issuer Services Agreement*.

2.3 Remuneration

With respect to the duties and responsibilities as Administrator from the Closing Date and during the Transaction, the Issuer shall pay EUR 2,750 as one-off set-up fee and on a quarterly basis in advance an amount of EUR 4,125 (*i.e.*, EUR 16,500 on an annual basis) (exclusive of VAT and 6% office disbursements). This fee is subject to certain assumptions and may in certain cases be adjusted in consultation with the Issuer and the Security Agent. In addition, the Issuer will reimburse to the Administrator all reasonable out-of-pocket costs, expenses and charges properly incurred by the Administrator in connection with the services and the preparation, execution, delivery, administration, modification or amendment in respect of its rights, obligations and responsibilities under the agreement.

2.4 Replacement

In certain events, the Issuer (with the prior consent of the Security Agent) or the Security Agent will terminate the appointment of the Administrator with effect from a date (no earlier than the date of the notice) specified in the notice provided that the effective date of such termination shall be no earlier than the effective date of the appointment of a substitute administrator.

The appointment of a substitute administrator is subject to the following conditions:

- (a) the prior notification to the Rating Agencies of the appointment of a substitute administrator;
- (b) such substitute administrator must be approved by the Security Agent;
- (c) such substitute administrator must have experience in delivering the relevant services and must hold all required licences under applicable law therefore;
- (d) there will be no adverse impact on the then current ratings assigned to the Notes;
- (e) the termination shall not become effective and the Administrator shall not be released from its obligations under the Issuer Services Agreement until such substitute administrator has entered into such new agreement; and
- (f) the Issuer shall promptly following the execution of the agreement with the substitute administrator pledge its interest in such agreement in favour of the Secured Parties, including the Security Agent on behalf of the Noteholders and the other Secured Parties, on the terms of the Pledge Agreement, *mutatis mutandis*, to the satisfaction of the Security Agent.

3. THE CORPORATE SERVICES PROVIDER

3.1 Name and status

Pursuant to the Issuer Services Agreement, the Issuer has appointed KBC Bank NV as Corporate Services Provider.

For a description of the Seller, see further *KBC Bank NV*.

3.2 Issuer Services Agreement

Under the Issuer Services Agreement, the Corporate Services Provider will agree to provide certain administration, corporate and reporting services for the Issuer.

For a description of the Issuer Services Agreement, see further in the section entitled *Issuer Services Agreement*.

3.3 Remuneration

With respect to the duties and responsibilities as Corporate Services Provider from the Closing Date and during the Transaction, the Issuer shall pay on a quarterly basis in arrears an amount of EUR 4,500 (*i.e.*, EUR 18,000 on an annual basis) (exclusive of VAT). In addition, the Issuer will reimburse to the Corporate Services Provider all reasonable out-of-pocket costs, expenses and charges properly incurred by the Corporate Services Provider in connection with the services and the preparation, execution, delivery, administration, modification or amendment in respect of its rights, obligations and responsibilities under the agreement.

3.4 Replacement

In certain events, the Issuer (with the prior consent of the Security Agent) or the Security Agent will terminate the appointment of the Corporate Services Provider with effect from a date (no earlier than the date of the notice) specified in the notice provided that the effective date of such termination shall be no earlier than the effective date of the appointment of a substitute corporate services provider.

4. THE SECURITY AGENT

4.1 Name and status

Deloitte Bedrijfsrevisoren / Réviseurs d'entreprises (the “**Security Agent**”) a *coöperatieve vennootschap met beperkte aansprakelijkheid* / *société coopérative à responsabilité limitée* incorporated under the laws of Belgium on 30 May 1986 with registered office at Berkenlaan 8b, 1831 Diegem and registered with the Crossroads Bank for Enterprises under number RPR 0429.053.863, Commercial Court of Brussels is appointed as representative of the Noteholders and as agent of the Secured Parties on terms and subject to the conditions set out in the Pledge Agreement. The Security Agent is appointed as representative (*vertegenwoordiger* / *représentant*) of the Noteholders in accordance with the UCITS Act.

4.2 Pledge Agreement

For a description of the Pledge Agreement, see further in the section entitled *Security Agent*.

4.3 Remuneration

With respect to duties and responsibilities carried out up to and including the Closing Date, a one off fee based on an average hourly rate of EUR 250 per man hour of effective service, exclusive of VAT, capped at EUR 18,000 (exclusive of VAT) will be payable by the Issuer to the Security Agent.

With respect to the duties and responsibilities as Security Agent from the Closing Date and during the Transaction, the remuneration of the Security Agent shall be calculated at the applicable current billing rate per hour of its services with a floor of EUR 5,000 per annum, exclusive of VAT.

4.4 Replacement

In certain events, the Issuer shall by written notice to the Security Agent, the other Secured Parties and the Rating Agencies terminate the powers delegated to the Security Agent under the Pledge Agreement and the Transaction Documents with effect from a date (no earlier than the date of the notice) specified in the notice and appoint a substitute security agent selected by the Issuer which shall act as security agent until a new security agent is appointed by the general meeting of Noteholders, which shall promptly be convened by the Issuer.

In addition, the Noteholders shall be entitled to terminate the appointment of the Security Agent by an Extraordinary Resolution notified to the Issuer and the Security Agent, provided that (i) in the same resolution a substitute security agent is appointed, and (ii) such substitute security agent meets all legal requirements to act as security agent and representative and accepts to be bound by the terms of the Transaction Documents in the same way as its predecessor.

Such termination shall also terminate the appointment and power of attorney by the other Secured Parties. The other Secured Parties hereby irrevocably agree that the substitute security agent shall from the date of its appointment act as attorney (*mandataris/mandataire*) of the other Secured Parties on the terms and conditions set out in these Conditions and the Transaction Documents.

The Security Agent shall not be discharged from its responsibilities under the Pledge Agreement until a suitable substitute security agent, which has been accepted by the Issuer and the Noteholders (such approval not being unreasonably withheld) is appointed.

5. THE SERVICER

5.1 Name and Status

The Seller has been appointed as Servicer.

For a description of the Seller, see further *KBC Bank NV*.

5.2 The Issuer Services Agreement

Pursuant to the Issuer Services Agreement the Seller has been appointed as Servicer and, in this capacity as Servicer, will agree to provide mortgage payment transactions and the other services as agreed in the Issuer Services Agreement in relation to the Mortgage Receivables.

For a description of the Issuer Services Agreement, see further in the section entitled *Issuer Services Agreement*.

5.3 Remuneration

In consideration of the Servicer's agreement to carry out certain services as agreed in the Issuer Services Agreement, the Issuer shall pay monthly in arrear on each Monthly Payment Date to the Servicer a servicing fee of 0.05 per cent. calculated over the aggregate Outstanding Principal Amount of all Mortgage Receivables as at the immediately preceding Monthly Calculation Date.

5.4 Replacement

In certain events, the Security Agent or the Issuer (with the prior consent of the Security Agent) will terminate the appointment of the Servicer with effect from a date (no earlier than the date of the notice) specified in the notice provided that the effective date of such termination shall be no earlier than the effective date of the appointment of a substitute servicer (which has experience in delivering the relevant services and holds all required licences under applicable law therefore).

The Issuer has appointed Intertrust Administrative Services B.V. as Back-up Servicer Facilitator. The Back-up Servicer Facilitator shall assist the Issuer in appointing (within 60 calendar days) a third party substitute servicer in the event the Servicer needs to be replaced upon termination of its appointment by the Issuer following the occurrence of one of the servicing termination events listed in the Issuer Services Agreement.

The Issuer shall:

- (a) promptly notify the Rating Agencies of the appointment of a substitute service provider; and
- (b) promptly following the execution of the agreement with the substitute service provider pledge its interest in such agreement in favour of the Security Agent, on the terms of the Pledge Agreement, *mutatis mutandis*, to the satisfaction of the Security Agent.

5.5 Conflict of Interest

The Servicer may have a conflict of interest resulting from its responsibilities as Servicer for the Issuer pursuant to the Issuer Services Agreement, on the one hand, and its concern to preserve its

commercial relations with the Borrowers, on the other hand. This conflict of interest risk is mitigated by the terms of the Issuer Services Agreement. The Issuer Services Agreement provides, among other things, that the Servicer must at all times act in such a manner as would be reasonable to expect from a reasonably prudent professional of high standing in providing services similar to the services provided by the Servicer. In addition, the Issuer Services Agreement contains certain specific undertakings to protect the interests of the Issuer.

6. THE ACCOUNT BANK

6.1 Name and status

KBC Bank NV acts as the Account Bank under the Account Bank Agreement entered into between the Issuer, the Account Bank and the Security Agent.

KBC Bank NV currently has a long-term debt credit rating of A1 from Moody's and A- from Fitch.

Pursuant to the Account Bank Agreement, the balances standing to the credit of each of the Transaction Accounts shall carry the Account Interest Rate (the "**Account Interest Rate**"). The Account Interest Rate shall be the rate of interest determined by reference to Eonia minus 0.125 per cent. (with a floor at zero) and notified by the Account Bank on the basis of actual days elapsed and a 360 day year.

For a description of the Seller, see further *KBC Bank NV*.

6.2 Account Bank Agreement

For a description of the Account Bank Agreement, see further in the section entitled *Credit Structure – Transaction Accounts*.

6.3 Replacement of the Account Bank

In certain events, the Issuer may (but, if prior to the date on which the Notes are redeemed or written off in full, only with the prior written consent of the Security Agent), by not less than thirty (30) Business Days' written notice terminate the Account Bank Agreement with immediate effect from the expiry of such notice.

- (a) If at any time the short-term IDR of the Account Bank is assigned a rating of less than the Fitch Required Minimum Short Term Rating or such ratings is withdrawn; or
- (b) if at any time the long-term IDR of the Account Bank is assigned a rating of less than the Fitch Required Minimum Long Term Rating or such rating is withdrawn; or
- (c) if at any time the long-term unsecured unsubordinated and unguaranteed debt obligations of the Account Bank are assigned a rating of less than the Moody's Required Minimum Rating or such rating is withdrawn,

the Issuer and the Account Bank shall within thirty (30) calendar days (A) transfer the balance of the relevant Transaction Accounts to an alternative bank with the Required Minimum Ratings, or (B) find a third party with the Required Minimum Ratings to guarantee the obligations of the Account Bank.

If the Transaction Accounts were transferred to an alternative Account Bank as set out under (A) above, the Issuer may opt to re-transfer the Transaction Accounts to the original Account Bank

provided that the obligations of the original Account Bank are guaranteed by a third party with the Required Minimum Ratings at the time of such re-transfer.

If a third party has granted a guarantee for the obligations of the original Account Bank as set out under (B) above, the Issuer may opt to terminate such guarantee provided that the Transaction Accounts are transferred to an alternative Account Bank with the Required Minimum Ratings by the time of such termination.

If at the time when a transfer of the relevant Transaction Accounts would otherwise have to be made under the Account Bank Agreement, there is no other bank which has the Required Minimum Ratings and which is willing, acting reasonably, to act as account bank under the Transaction Documents and if the Security Agent so agrees, the Transaction Accounts will not need to be transferred until such time as there is a bank which has the Required Minimum Ratings and which is willing, acting reasonably, to act as account bank under the Transaction Documents, whereupon such transfer will be made to the bank meeting such criteria within one (1) month of identification of such bank.

7. THE DOMICILIARY AGENT – THE LISTING AGENT – THE REFERENCE AGENT

7.1 Name and Status

KBC Bank NV has been appointed as Domiciliary Agent, Listing Agent and Reference Agent (together referred to as “**Agents**”) pursuant to the Agency Agreement dated on or about the Closing Date.

KBC Bank NV currently has a long-term debt credit rating of A1 from Moody’s and A- from Fitch.

7.2 Activities

A description of the overall activities of the Domiciliary Agent is given in the section entitled *KBC Bank NV*.

7.3 Agency Agreement

Under the Agency Agreement, the Domiciliary Agent will undertake to ensure the payment of the sums due on the Notes and perform all other obligations and duties imposed on it by the Conditions and the Agency Agreement.

In addition, the Domiciliary Agent will perform the tasks described in the Clearing Agreement dated on or about the Closing Date, which comprise *inter alia* providing the Securities Settlement System Operator with information relating to the issue of the Notes, the Prospectus and other documents required by law.

The Listing Agent will cause an application to be made to Euronext Brussels NV/SA for the admission to trading of the Notes. The Reference Agent shall determine the Floating Rate of Interest of the Notes applicable to each Floating Rate Interest Period, the Interest Amount and the relevant Monthly Payment Date, all subject to and in accordance with the Conditions and the Agency Agreement.

7.4 Remuneration

The Issuer shall pay or procure the payment of such commissions in respect of the services of the Domiciliary Agent, the Listing Agent and the Reference Agent under this Agreement under the

Agency Agreement as shall be agreed between the Issuer and the Domiciliary Agent. The Issuer shall not be concerned with the apportionment of payment among the Agents.

7.5 Replacement of the Domiciliary Agent, Listing Agent or Reference Agent

The Issuer and each Agent may at any time, subject to prior written notice, terminate the appointment of a relevant Agent under the Agency Agreement. In addition, in certain events, the Issuer may terminate the appointment of an Agent forthwith, subject to the prior approval of the Security Agent.

The termination of the appointment of an Agent (whether by the Issuer or by the resignation of the Agent) shall not be effective unless upon the expiry of the relevant notice there is:

- (a) a Domiciliary Agent that will at all times be a participant in the Securities Settlement System;
- (b) a Domiciliary Agent that has its specified offices in a European city which, so long as the Notes are listed on Euronext Brussels, shall be Brussels;
- (c) a Domiciliary Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26th-27th November, 2000 or any law implementing or complying with, or introduced in order to conform to, such Directives;
- (d) a Listing Agent; and
- (e) a Reference Agent.

8. THE RATING AGENCIES

Moody's Investors Service Limited and Fitch Ratings have been requested to rate the Notes.

9. THE SWAP COUNTERPARTY

9.1 Name and status

The Seller (as the Swap Counterparty) will enter into a Swap Agreement in order to provide a hedge against the risk of possible variance between the rates of interest on the Mortgage Receivables and the Transaction Accounts and the floating rates applicable to the Notes.

For a description of the Seller, see further *KBC Bank NV*.

9.2 Swap Agreement

- (a) Description

For a description of the Swap Agreement, see further in the section entitled *Credit Structure – 10. Interest Rate Hedging*.

- (b) Termination of the Swap Agreement

The swap transaction under the Swap Agreement will terminate on the earlier of (a) the Final Maturity Date and (b) the date on which the Notes have been redeemed in full in accordance with the Conditions.

The swap transaction under the Swap Agreement may also be terminated in other circumstances, including but not limited to the following, each as more specifically defined in the Swap Agreement:

- (i) if there is a failure to pay amounts due under the Swap Agreement and any applicable grace period has expired;
- (ii) if certain insolvency events occur with respect to a party;
- (iii) if a breach of a provision of the Swap Agreement by the Swap Counterparty is not remedied within the applicable grace period;
- (iv) if a change in law results in the obligations of one of the parties becoming illegal;
- (v) if the Swap Counterparty is downgraded and fails to comply with the requirements of the downgrade provisions contained in the Swap Agreement and described above (see section entitled *Credit Structure – 10.2 Downgrade of Swap Counterparty*); and
- (vi) if an Enforcement Notice is served upon the Issuer by the Security Agent.

Upon an early termination of the swap transaction under the Swap Agreement, the Issuer or Swap Counterparty may be liable to make a termination payment to the other. The termination payment will be calculated and made in euro. The amount of any termination payment will be based on one or more firm quotations sought from leading dealers as to the costs of entering into a swap with the same terms and conditions that would have the effect of preserving the economic equivalent of the respective full payment obligations of the parties (or based upon a good faith determination of total losses and costs (or gains) if no prior quotation is accepted and no firm quotations remain capable of being accepted at the relevant price or if basing the valuation on quotations would not produce a commercially reasonable result) and will include any unpaid amounts that become due and payable prior to the date of termination. Any such termination payment could be substantial and may affect the funds available to pay amounts due to the Noteholders.

(c) **Transfer of the Swap Agreement**

The Swap Counterparty may by notice to the Security Agent and subject to certain conditions specified in the Swap Agreement, transfer its obligations under the Swap Agreement to another entity.

10. THE SUBORDINATED LOAN PROVIDER

10.1 Name and Status

The Seller will act as Subordinated Loan Provider.

For a description of the Seller, see further *KBC Bank NV*.

10.2 The Subordinated Loan Agreement

Pursuant to the Subordinated Loan Agreement, the Seller, as Subordinated Loan Provider, will agree to make a subordinated loan to the Issuer, the proceeds of which will be used to (i) pay part of the Initial Purchase Price, and (ii) credit the Reserve Account up to the Reserve Account Required Amount. The remaining part of this subordinated loan will be credited to the Issuer Collection Account.

The Subordinated Loan will bear interest from (and including) the Closing Date up to (but excluding) the first Optional Redemption Date at a rate which is equal to the higher of (i) zero and (ii) the sum of one (1) month Euribor plus a margin of 100 bps per annum.

If the Notes Interest Available Amount is not sufficient to pay all the interest due under the Subordinated Loan on a Monthly Payment Date, the unpaid part of the interest due under the Subordinated Loan will be deferred to the next succeeding Monthly Payment Date.

10.3 The Expenses Subordinated Loan Agreement

Pursuant to the Expenses Subordinated Loan Agreement, the Seller, as Subordinated Loan Provider, will agree to make a subordinated loan to the Issuer, the proceeds of which will be used to pay certain initial costs and expenses in connection with the issue of the Notes.

The Expenses Subordinated Loan will bear interest from (and including) the Closing Date until the Expenses Subordinated Loan (and all approved interest thereon) will be paid in full at a rate which is equal to the higher of (i) zero and (ii) the sum of one (1) month EURIBOR plus a margin of 100 bps per annum.

11. THE BACK-UP SERVICER FACILITATOR

Pursuant to the Issuer Services Agreement, the Issuer has appointed Intertrust Administrative Services B.V., a Dutch private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), with its registered office at Prins Bernhardplein 200, 1097 Amsterdam, the Netherlands, registered with the commercial register (kamer van koophandel en fabrieken voor Amsterdam) under number 33.21.02.70 as the Back-Up Servicer Facilitator. Its phone number is +31 (0)20 577 1177 and fax number +31 (0)20 577 1188. E mail: securitisation@intertrustgroup.com
Corporate websites: www.intertrustcapitalmarkets.com.

The Back-up Servicer Facilitator shall assist the Issuer in appointing (within 60 calendar days) a third party substitute servicer in the event the Servicer needs to be replaced upon termination of its appointment by the Issuer following the occurrence of one of the servicing termination events listed in the Issuer Services Agreement.

12. THE SECURITIES SETTLEMENT SYSTEM OPERATOR

Pursuant to the Clearing Agreement, the Securities Settlement System Operator will provide clearing services for the Issuer.

13. SECURITY

A description of the security is given in the section entitled *Description of Security*.

MAIN TRANSACTION EXPENSES

1. Administrator

With respect to the duties and responsibilities as Administrator from the Closing Date and during the Transaction, the Issuer shall pay EUR 2,750 as a one-off set-up fee and on a quarterly basis in advance an amount of EUR 4,500 (*i.e.*, EUR 16,500 on an annual basis) (exclusive of Dutch VAT and 6% office disbursements). This fee is subject to certain assumptions and may in certain cases be adjusted in consultation with the Issuer and the Security Agent. In addition, the Issuer will reimburse to the Administrator all reasonable out-of pocket costs, expenses and charges properly incurred by the Administrator in connection with the services and the preparation, execution, delivery, administration, modification or amendment in respect of its rights, obligations and responsibilities under the agreement.

2. Corporate Services Provider

With respect to the duties and responsibilities as Corporate Services Provider from the Closing Date and during the Transaction, the Issuer shall pay on a quarterly basis in arrears an amount of EUR 4,500 (*i.e.*, EUR 18,000 on an annual basis) (exclusive of VAT). In addition, the Issuer will reimburse to the Corporate Services Provider all reasonable out-of pocket costs, expenses and charges properly incurred by the Corporate Services Provider in connection with the services and the preparation, execution, delivery, administration, modification or amendment in respect of its rights, obligations and responsibilities under the agreement.

3. Security Agent

With respect to duties and responsibilities carried out up to and including the Closing Date, a one off fee based on an average hourly rate of EUR 250 per man hour of effective service, exclusive of VAT, capped at EUR 18,000 (exclusive of VAT will be payable by the Issuer to the Security Agent.

With respect to the duties and responsibilities as Security Agent from the Closing Date and during the Transaction, the remuneration of the Security Agent shall be calculated at the applicable current billing rate per hour of its services with a floor of EUR 5,000 per annum, exclusive of VAT.

4. Servicer

In consideration of the Servicer's agreement to carry out certain services as agreed in the Issuer Services Agreement, the Issuer shall pay monthly in arrear on each Monthly Payment Date to the Servicer a servicing fee of 0.05 per cent. calculated over the aggregate Outstanding Principal Amount of all Mortgage Receivables as at the immediately preceding Monthly Calculation Date.

5. Domiciliary Agent, Listing Agent and Reference Agent

On each Monthly Payment Date, the Issuer shall pay to the Domiciliary Agent an amount of EUR 1,250 (*i.e.* EUR 5,000 on an annual basis) for commissions, fees and expenses in respect of the services of the Domiciliary Agent.

6. Other Senior Expenses Payable by the Issuer

The Issuer shall in addition pay the following ongoing expenses:

- (a) to the Auditors;

- (b) to the Issuer Directors, expenses or other amounts in connection with the Issuer Management Agreements;
- (c) to the NBB, fees as provided under the Clearing Agreement, which will be payable as long as any of the Notes are outstanding;
- (d) to the FSMA, an annual fee calculated in accordance with Belgian law and regulations;
- (e) and others, provided that they are justified and duly documented.

USE OF PROCEEDS

The net proceeds of the Notes to be issued on the Closing Date will be EUR 3,270,000,000.

The net proceeds of the issue of the Notes will be applied on the Closing Date to pay part of the Initial Purchase Price for the Mortgage Receivables purchased under the Mortgage Receivables Purchase Agreement.

The net proceeds of the Subordinated Loan will be used to (i) pay the remaining part of the Initial Purchase Price for the Mortgage Receivables in the amount of up to EUR 330,000,000, and (ii) credit the Reserve Account up to EUR 36,000,000. The remaining part of the proceeds of the Subordinated Loan will be credited to the Issuer Collection Account.

The proceeds of the Expenses Subordinated Loan, in the amount of EUR 1,000,000 will be used by the Issuer to pay certain initial costs and expenses in connection with the issue of the Notes.

DESCRIPTION OF SECURITY

In the Parallel Debt Agreement the Issuer will irrevocably and unconditionally undertake to pay to the Security Agent an amount equal to the aggregate amount due (*verschuldigd / dû*) by the Issuer (the “**Parallel Debt**”):

- (a) to the Noteholders under the Notes;
- (b) as expenses or other amounts to the Issuer Directors under the Issuer Management Agreements;
- (c) as fees and expenses to the Servicer, or if applicable the Back-up Servicer Facilitator, under the Issuer Services Agreement;
- (d) as fees and expenses to the Administrator under the Issuer Services Agreement;
- (e) as fees and expenses to the Corporate Services Provider under the Issuer Services Agreement;
- (f) as fees and expenses to the Domiciliary Agent, the Listing Agent and the Reference Agent under the Agency Agreement;
- (g) to the Swap Counterparty under the Swap Agreement (excluding the return of Excess Swap Collateral);
- (h) the Account Bank under the Account Bank Agreement;
- (i) to the Seller under the Mortgage Receivables Purchase Agreement; and
- (j) to the Subordinated Loan Provider under the Subordinated Loan and the Expenses Subordinated Loan,

(together with the Security Agent, the “**Secured Parties**”).

The Parallel Debt constitutes a separate and independent obligation of the Issuer and constitutes the Security Agent’s own separate and independent claim to receive payment of the Parallel Debt from the Issuer. Upon receipt by the Security Agent of any amount in payment of the Parallel Debt, the payment obligations of the Issuer to the Secured Parties shall be reduced by an amount equal to the amount so received.

To the extent that, following the delivery of an Enforcement Notice, the Security Agent irrevocably and unconditionally receives any amount in payment of the Parallel Debt, the Security Agent shall distribute such amount among the Secured Parties in accordance with the Priority of Payments upon Enforcement. The amounts due to the Secured Parties, will be the sum of:

- (i) amounts recovered by it on the Mortgage Receivables and the other Pledged Assets, and
- (ii) the amounts received in connection with the Pledge Agreement and penalty provided in the Mortgage Receivables Purchase Agreement insofar such penalty relates to the Mortgage Receivables and the other Pledged Assets, and
- (iii) the *pro rata* part of amounts received from any of the Secured Parties, as received or recovered by any of them pursuant to the Parallel Debt Agreement,
- (iv) **less** any amounts already paid by the Security Agent to the Secured Parties pursuant to the Pledge Agreement, and

- (v) **less** the *pro rata* part of the costs and expenses of the Security Agent (including, for the avoidance of doubt, any costs of, *inter alia*, any legal advisor, auditor or accountant appointed by the Security Agent).

In addition, the Security Agent has been designated as representative of the Noteholders, in compliance with Article 271/12, §1 first to seventh indent of the UCITS Act which states that the representative (the Security Agent) may bind all Noteholders and represent them vis-à-vis third parties or in court, in accordance with the terms of its mission. The representative may act in courts and represent the Noteholders in any bankruptcy or judicial reorganisation, as applicable, or similar insolvency proceedings without having to reveal the identity of the Noteholders it represents. The Security Agent, acting in its capacity as representative of the Noteholders, acts in the sole benefit of the Noteholders.

The Security Agent has also been appointed as irrevocable agent (*mandataris / mandataire*) of the other Secured Parties. In relation to any duties, obligations and responsibilities of the Security Agent to the other Secured Parties in its capacity as agent of the other Secured Parties in relation to the Pledged Assets and under or in connection with the Transaction Documents, the Security Agent and the other Secured Parties agree and the Issuer concurs, that the Security Agent shall discharge these duties, obligations and responsibilities by performing and observing its duties, obligations and responsibilities as representative of the Noteholders in accordance with the provisions of the Pledge Agreement, the Transaction Documents and the Conditions.

The Issuer shall grant on the Closing Date a first ranking pledge (*pand in eerste rang / gage en premier rang*) to the Secured Parties, including the Security Agent on behalf of the Noteholders and the other Secured Parties (the “**Pledge Agreement**”) over:

- (a) the Mortgage Receivables, secured by the Related Security, acquired by the Issuer pursuant to the Mortgage Receivables Purchase Agreement;
- (b) all moneys and proceeds payable or to become payable under, in respect of, or pursuant to the Transaction Accounts and the right to receive payment of such moneys and proceeds and all payments made, including all sums of money that may at any time be credited to any Transaction Account together with all interest accruing from time to time on such money and the debts represented by any Transaction Account as well as all other rights, title, interest and benefit under or in respect of the Transaction Accounts; and
- (c) all rights, title, interest and benefit of the Issuer under or pursuant to the Transaction Documents to which the Issuer is a party (other than the Pledge Agreement), including without limitation, its rights under the (A) Mortgage Receivables Purchase Agreement, (B) the Issuer Services Agreement, (C) the Issuer Management Agreements, (D) the Account Bank Agreement and (E) the Swap Agreement.

The Pledge Agreement provides that the pledge on the Mortgage Receivables and Related Security will not be notified to the Borrowers, the Insurance Companies or other relevant parties, except if a Notification Event occurs or if an Enforcement Notice is given. Prior to notification of the pledge to the Borrowers, the pledge on the Mortgage Receivables will be an undisclosed pledge.

The pledge created pursuant to the Pledge Agreement over the rights referred to in paragraph (b) and (c) above will be acknowledged by the relevant obligors and will therefore be a disclosed pledge.

The Pledge Agreement is subject to Belgian law. Under Belgian law, upon enforcement of the Security Interests, the Security Agent, in its capacity as pledgee and acting on its own behalf and on behalf of the other Secured Parties, will be permitted to collect any moneys payable in respect of the Mortgage Receivables, any moneys payable under the Transaction Documents pledged to it and any moneys standing to the credit of the Transaction Accounts and to apply such moneys in satisfaction of obligations of the Issuer

which are secured by the Pledge Agreement. The Security Agent will also be permitted to apply to the president of the Commercial Court (*Rechtbank van Koophandel / Tribunal de Commerce*) for authorisation to sell the Pledged Assets (with the exception of the Transaction Accounts, which can be realised in accordance with the terms of the Pledge Agreement only).

In addition to other methods of enforcement permitted by law, Article 271/12, § 2 of the UCITS Act also permits all Noteholders (acting together) to request the president of the Commercial Court to attribute to them the Pledged Assets in payment of an amount estimated by an expert. In accordance with the terms of the Pledge Agreement, only the Security Agent shall be permitted to exercise these rights.

The security rights described above shall serve as security for the benefit of the Secured Parties, including each of the Noteholders but, *inter alia*, amounts owing to the Subordinated Loan Provider will rank in priority of payment after amounts owing to the Noteholders. See *Credit Structure* above.

THE SECURITY AGENT

1. NAME AND STATUS

Deloitte Bedrijfsrevisoren / Réviseurs d'Entreprises (the “**Security Agent**”) is a *coöperatieve vennootschap met beperkte aansprakelijkheid / société coopérative à responsabilité limitée* incorporated under the laws of Belgium on 30 May 1986 with registered office at Berkenlaan 8b, 1831 Diegem and registered with the Crossroads Bank for Enterprises under number RPR 0429.053.863, Commercial Court of Brussels.

2. POWERS, AUTHORITIES AND DUTIES

The Security Agent, acting in its own name and on behalf of the Secured Parties shall have the power:

- (a) to accept the Security Interests on behalf of the Noteholders and the other Secured Parties;
- (b) upon service of an Enforcement Notice, to proceed against the Issuer to enforce the performance of the Transaction Documents and to enforce the Security Interests on behalf of the Secured Parties;
- (c) to collect all proceeds in the course of enforcing the Security Interests;
- (d) to apply or to direct the application of the proceeds of enforcement in accordance with the Conditions, the provisions of the Pledge Agreement;
- (e) to instruct the Domiciliary Agent (or any substitute domiciliary agent appointed in accordance with the provisions of the Agency Agreement) to open a bank account with an Eligible Institution for the purposes of depositing the proceeds of enforcement and to give all directions to the Eligible Institution and/or the Domiciliary Agent (or its substitute) to administer such account, and to receive a power of attorney given by the Domiciliary Agent to administer such account;
- (f) to exercise all other powers and rights and perform all duties given to the Security Agent under the Transaction Documents; and
- (g) generally, to do all things necessary in connection with the performance of such powers and duties.

“**Eligible Institution**” means a credit institution within the meaning of the Belgian law of 25 April 2014 on the supervision of the credit institutions.

In addition, the Parallel Debt Agreement provides that the Security Agent is the beneficiary of the Parallel Debt.

The Security Agent has also been designated as representative of the Noteholders, in compliance with Article 271/12, §1 first to seventh indent of the UCITS Act which states that the representative (the Security Agent) may bind all Noteholders and represent them vis-à-vis third parties or in court, in accordance with the terms of its mission. The representative may act in courts and represent the Noteholders in any bankruptcy or judicial reorganisation, as applicable, or similar insolvency proceedings without having to reveal the identity of the Noteholders it represents. The representative must act in the sole benefit of the Noteholders.

The Security Agent has also been appointed as irrevocable agent (*mandataris / mandataire*) of the Secured Parties (other than the Noteholders). In relation to any duties, obligations and responsibilities of the Security Agent to these other Secured Parties in its capacity as agent of these other Secured Parties in relation to the Pledged Assets and under or in connection with the Transaction Documents, the Security Agent and these other Secured Parties agree and the Issuer concurs, that the Security Agent shall discharge these duties, obligations and responsibilities by performing and observing its duties, obligations and responsibilities as representative of the Noteholders in accordance with the provisions of the Pledge Agreement, the Transaction Documents and the Conditions.

The Security Agent may delegate the performance of any of the foregoing powers to any persons (including any legal entity) whom it may designate. Notwithstanding any sub-contracting or delegation of the performance of its obligations under the Pledge Agreement, the Security Agent shall not thereby be released or discharged from any liability hereunder and shall remain responsible for the performance of the obligations of the Security Agent under the Pledge Agreement and shall be jointly and severally liable for the performance or non-performance or the manner of performance of any sub-contractor, agent or delegate and such sub-contracting or delegation shall not affect the Security Agent's obligations under the Pledge Agreement.

2.1 Protection Notice

The Security Agent may in accordance with Clause 10.5 of the Pledge Agreement serve a protection notice as a result of which no payments shall be made from the Transaction Accounts without the prior consent of the Security Agent, provided that such will not alter the relevant Priority of Payments (the "**Protection Notice**").

2.2 Variations

The Security Agent may on behalf of the Noteholders and without the consent of the Noteholders or the other Secured Parties, at any time and from time to time, concur with the Issuer or any other person in making any modification:

- (a) to the Transaction Documents which in the opinion of the Security Agent is of a formal, minor, or technical nature or is to correct a manifest error or to comply with the mandatory provisions of Belgian law; or
- (b) to the Transaction Documents which in the opinion of the Security Agent is not materially prejudicial to the interests of the Noteholders, provided that the then current ratings of the Notes will not be adversely affected by any such modification, authorisation or waiver (it being understood that the fact that the then current rating of the Notes will not be adversely affected does not address whether such modification is in the best interest of, or prejudicial to, some or all of the Noteholders),

it being understood that any modification of a Transaction Document must be approved by each party thereto.

Any such modification shall be binding on the Noteholders.

In no event may such modification be a Basic Terms Modification. The Security Agent shall not be bound to give notice to the Noteholders of any modifications to the Transaction Documents agreed pursuant to this paragraph. The Issuer shall cause notice of any such modification to be also given to the Rating Agencies, the Administrator, the Servicer, the Corporate Services Provider and the Domiciliary Agent.

If in the Security Agent's opinion it is not sufficiently established that the proposed amendment or variation can be approved by it in accordance with this paragraph, it will determine in its full discretion whether to submit the proposal to a duly convened meeting of Noteholders or to refuse the proposed amendment or variation.

2.3 Waivers

The Security Agent may, without the consent of the Noteholders and the other Secured Parties or the Issuer, without prejudice to its rights in respect of any further or other breach, condition, event or act from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders will not be materially prejudiced thereby, (i) authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Pledge Agreement, the Notes or any of the Transaction Documents, or (ii) determine that any breach, condition, event or act which constitutes (and/or which, with the giving of notice or the lapse of time and/or the Security Agent making any relevant determination and/or issuing any relevant certificate would constitute), but for such determination, an Event of Default shall not, or shall not be subject to specified conditions, be treated as such for the purposes of the Pledge Agreement. Any such authorisation, waiver or determination pursuant to this clause shall be binding on the Noteholders and if, but only if, the Security Agent shall so require, notice thereof shall be given to the Noteholders and any Rating Agency.

2.4 Reliance

In determining whether or not any power, trust, authority, duty or discretion or any change, event or occurrence under or in relation to the Conditions or any of the Transaction Documents will be materially prejudicial to the interests of Noteholders, the Security Agent shall be able to rely on, and act on any advice or opinion of or any certificate obtained from a valuer, accountant, banker, broker, securities company or other company other than the Rating Agencies whether obtained by itself or the Issuer and it shall not be liable for any loss occasioned by such action, save where such loss is due to its Gross Negligence, wilful misconduct or fraud. Concurrently, the Security Agent may, along with any other relevant factors, have regard for whether the then current rating of the Notes would not be adversely affected by such exercise.

2.5 Conflicts of interest

In connection with the exercise of its powers, authorities and discretions, the Security Agent shall have regard to the interests of all Noteholders as a class and shall not have regard to the consequence of such exercise for individual Noteholders.

The Security Agent shall take account of the interests of the Secured Parties to the extent that there is no conflict amongst them. To the extent that:

- (a) an actual conflict exists or is likely to exist between the interests of the Secured Parties in relation to any material action, decision or duty of the Security Agent under or in relation to the Pledge Agreement and the Conditions; and
- (b) any of the Transaction Documents and the Conditions give the Security Agent a material discretion in relation to such action, decision or duty;

the Security Agent shall always have regard to the interests of the Noteholders in priority to the interests of the other Secured Parties.

Further, to the extent that:

- (i) an actual conflict exists or is likely to exist between the interests of the Issuer, the Secured Parties and the interests of KBC Bank NV in its capacity as Seller in relation to any material action, decision or duty of the Security Agent under or in relation to the Pledge Agreement and any other Transaction Document; and
- (ii) the Pledge Agreement and any other Transaction Document gives the Security Agent a material discretion in relation to such action, decision or duty,

then the Security Agent shall have regard to the interests of the Issuer and the Secured Parties (other than KBC Bank NV in its capacity as Seller) in priority to the interests of the Seller.

2.6 No obligation to act

All the parties to the Pledge Agreement agree that the Security Agent shall not be bound to take any action under its powers or duties other than those referred to under paragraph (a), (c) and (e) of *Powers, authorities and duties* and under *Variations*, unless:

- (a) it shall have been directed to do so by an Extraordinary Resolution of the holders of the Notes then outstanding; or
- (b) it shall have been requested to do so by the holders of not less than fifty (50) per cent. in Principal Amount Outstanding of the Notes then outstanding and held by External Investors; or
- (c) it shall have been requested to do so by the holders of not less than ten (10) per cent in Principal Amount Outstanding of the Notes then outstanding; and
- (d) it shall in all cases have been indemnified to its satisfaction against all liability, proceedings, claims and demands to which it may be or become liable and all costs, charges and expenses which may be incurred by it in connection therewith, save where these are due to its own Gross Negligence, wilful misconduct or fraud.

2.7 Restrictions on the Secured Parties to act

At any time after the Notes have become due and repayable the Security Agent may, at its discretion and without further notice, take such steps and proceedings against the Issuer as it may think fit to enforce the Security Interests and to enforce repayment of the Notes together with payment of accrued interest, but it shall not be bound to take any such proceedings unless:

- (a) it shall have been directed to do so by an Extraordinary Resolution of the holders of the Notes then outstanding; or
- (b) it shall have been requested to do so by the holders of not less than fifty (50) per cent. in Principal Amount Outstanding of the Notes then outstanding and held by External Investors; or
- (c) it shall have been requested to do so by the holders of not less than ten (10) per cent. in Principal Amount Outstanding of the Notes then outstanding; and
- (d) it shall in all cases have been indemnified or secured to its satisfaction for against all liability, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages and expenses which it may incur by so doing, save where due to its own

Gross Negligence, wilful misconduct or fraud, it being understood that Gross Negligence shall mean negligence of such serious nature that not any prudent Security Agent would have acted similarly.

Only the Security Agent may enforce the Security Interests and no other Secured Party shall be entitled to enforce such security or proceed against the Issuer to enforce the performance of any of the provisions of the Pledge Agreement, unless the Security Agent, having become bound to take such steps as provided in the Pledge Agreement, fails to do so within a reasonable period (thirty (30) calendar days being deemed for this purpose to be a reasonable period) and such failure shall be continuing.

2.8 Accountability, Indemnification and Exoneration of the Security Agent

If so requested in advance by the board of directors of the Issuer, the Security Agent shall report to the general meeting of Noteholders on the performance of its duties under the Pledge Agreement and the Transaction Documents provided such request is notified by registered mail no later than ten (10) Business Days prior to the relevant general meeting of Noteholders. The board of directors of the Issuer shall require such report if so requested by those Noteholders who have requested that such general meeting be convened.

The Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Security Agent and providing for its indemnification in certain circumstances, including provisions relieving the Security Agent from taking enforcement proceedings or enforcing the Security Interests unless indemnified to its satisfaction.

The Security Agent shall not be liable to the Issuer or any of the Secured Parties (other than the Security Agent) in respect of any loss or damage which arises out of the exercise, or the attempted exercise of, or the failure to exercise any of its powers or any loss resulting there from, except that the Security Agent shall be liable for such loss or damage that is caused by its Gross Negligence, wilful misconduct or fraud.

The Security Agent shall not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Pledged Assets, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of the Servicer or any agent or related company of the Servicer or by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Security Agent.

The Security Agent shall have no liability for any breach of or default under its obligations under the Transaction Documents if and to the extent that such breach is caused by any failure on the part of the Issuer or any of the Secured Parties (other than the Security Agent) to duly perform any of their material obligations under any of the Transaction Documents. In the event that the Security Agent is rendered unable to duly perform its obligations under the Transaction Documents by any circumstances beyond its control (*overmacht / force majeure*), the Security Agent shall not be liable for any failure to carry out its obligations under the Transaction Documents which are thus affected by the event in question and, for so long as such circumstances continue, its obligations under the Transaction Documents which are thus affected will be suspended without liability for the Security Agent.

The Security Agent shall not be responsible for monitoring the compliance by any of the other party (including the Issuer and the Servicer) with their obligations under the Transaction Documents. The Security Agent may, until it has actual knowledge or express notice to the contrary, assume the Issuer and the Servicer are observing and performing all their obligations under any of the Transaction Documents and in any notices or acknowledgements delivered in connection with any such Transaction Documents.

The Security Agent shall not be responsible for ensuring that any Security Interest is created by, or continues to be managed by, the Issuer, the Security Agent, or any other person in such a manner as to create or maintain sufficient control to obtain the type of Security Interest described in the Pledge Agreement in relation to the assets of the Issuer which are purported to be secured thereby, provided that it complies with the provisions of the Transaction Documents.

Except if such meeting is convened by the Security Agent, but only to the extent that any defect has arisen directly from the Security Agent's Gross Negligence, wilful misconduct or fraud, the Security Agent shall not be liable for acting upon any resolution purporting to have been passed at any meeting of Noteholders in respect whereof minutes have been made and signed even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or passing of the resolution or that for any reason the resolution was not valid or binding upon the Noteholders.

If the Security Agent has acted upon such resolution, each Noteholder shall forthwith on demand indemnify the Security Agent for its *pro rata* share in any liability, loss or expense incurred or expected to be incurred by the Security Agent in any way relating to or arising out of its acting as Security Agent in respect of that resolution, except to the extent that the liability or loss arises directly from the Security Agent's Gross Negligence, wilful misconduct or fraud. The liability shall be divided between the Noteholders *pro rata* according to the respective Principal Amount Outstanding of the Notes held by each of them respectively.

2.9 Instructions and indemnity

Whenever the interests of the Noteholders are or can be affected in the opinion of the Security Agent, the Security Agent may - if indemnified to its satisfaction - take legal action on behalf of the Noteholders and represent the Noteholders in any bankruptcy (*faillissement / faillite*), liquidation (*vereffening / liquidation*) or judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*), as applicable and any other legal proceedings initiated against the Issuer or any other party to a Transaction Document.

The Security Agent can under no circumstances, including the situation wherein Noteholders' instruction or approval cannot be obtained for whatever reason, be required to act without it being remunerated and indemnified or secured to its satisfaction.

The Security Agent shall be indemnified by the Issuer and held harmless, in respect of any and all liabilities and expenses incurred by it or by anyone appointed by it or to whom any of its functions may be delegated by it in carrying out its functions.

2.10 Replacement of the Security Agent

In certain events, the Issuer shall by written notice to the Security Agent, the other Secured Parties and the Rating Agencies, terminate the powers delegated to the Security Agent under the Pledge Agreement and the Transaction Documents with effect from a date (to be no earlier than the date of the notice) specified in the notice and appoint a substitute security agent selected by the Issuer which shall act as security agent until a new security agent is appointed by the general meeting of Noteholders, which shall promptly be convened by the Issuer.

In addition, the Noteholders shall be entitled to terminate the appointment of the Security Agent by an Extraordinary Resolution notified to the Issuer and the Security Agent, provided that (i) in the same resolution a substitute security agent is appointed, and (ii) such substitute security agent meets all legal requirements to act as security agent and representative and accepts to be bound by the terms of the Transaction Documents in the same way as its predecessor.

Such termination shall also terminate the appointment and power of attorney by the other Secured Parties. The other Secured Parties hereby irrevocably agree that the substitute security agent shall from the date of its appointment act as attorney (*mandataris / mandataire*) of the other Secured Parties on the terms and conditions set out in these Conditions and the Transaction Documents.

The Security Agent shall not be discharged from its responsibilities under the Pledge Agreement until a suitable substitute security agent, which has been accepted by the Issuer and the Noteholders (such approval not being unreasonably withheld) is appointed.

TAXATION IN BELGIUM

This section provides a general description of the main Belgian tax issues and consequences of acquiring, holding, redeeming and/or disposing of the Notes. This summary provides general information only and is restricted to the matters of Belgian taxation stated herein. It is intended neither as tax advice nor as a comprehensive description of all Belgian tax issues and consequences associated with or resulting from any of the above-mentioned transactions. Prospective acquirers are urged to consult their own tax advisors concerning the detailed and overall tax consequences of acquiring, holding, redeeming and/or disposing of the Notes.

The summary provided below is based on the information provided in this Prospectus and on Belgium's tax laws, regulations, resolutions and other public rules with legal effect, and the interpretation thereof under published case law, all as in effect on the date of this Prospectus and with the exception of subsequent amendments with retroactive effect.

General Rule

Any taxes which may be due relating to payments of interest and/or principal in respect of the Notes will be borne by the beneficiary of those payments.

If the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person is required to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatever nature in respect of any payment in respect of the Notes, the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or that other person shall make such payment after such withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer, the Securities Settlement System Operator, the Domiciliary Agent nor any other person will be obliged to gross up the payment in respect of the Notes or make any additional payments to holders of Notes in respect of such withholding or deduction.

Belgian Withholding Tax

Under current Belgian withholding tax legislation, all interest payments in respect of the Notes (which include any amount paid in excess of the initial issue price upon the redemption of the Notes by the Issuer) will be subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 27%. Tax treaties may provide for a lower rate subject to certain conditions.

However, under Belgian domestic law, payments by or on behalf of the Issuer of interest on the Notes may be made without deduction of withholding tax for Notes held by Tax Eligible Investors (as defined below) in an exempt account (an "X-Account") with the Securities Settlement System, as defined and organised by the Act of 6 August 1993, as amended, and its implementing decrees or with a Participant in the Securities Settlement System.

Tax Eligible Investors include *inter alia*:

- (a) Belgian resident companies subject to corporate income tax;
- (b) Belgian qualifying pension funds in the form of an ASBL/VZW;
- (c) semi-public governmental social security institutions or institutions similar thereto;
- (d) corporate investors who are non-residents of Belgium, whether they have a permanent establishment in Belgium or not; and

- (e) individual investors who are non-residents of Belgium and who have not allocated the Notes to a professional activity in Belgium.

Tax Eligible Investors do not include, *inter alia*, Belgian resident investors who are individuals or Belgian non-profit organisations, other than those referred to under (b) and (c) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Royal Decree of 26 May 1994, as amended, to which investors should refer to for a precise description of the relevant eligibility rules.

Upon opening an X-Account with the Securities Settlement System or a Participant therein, a Tax Eligible Investor is required to provide a statement of its tax eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for Tax Eligible Investors save that they need to inform the Securities Settlement System Participants of any change of the information contained in the statement of their tax eligible status. However, Securities Settlement System Participants are required to provide to the Securities Settlement System Operator annually with listings of investors who have held an X-Account during the preceding calendar year.

These identification requirements do not apply to Notes held by Tax Eligible Investors through Euroclear or Clearstream Luxembourg or their sub-participants outside of Belgium, provided that these institutions or sub-participants only hold X-Accounts and are able to identify the accountholder.

In the event of any changes made in the laws or regulations governing the exemption for Tax Eligible Investors, neither the Issuer nor any other person will be obliged to make any additional payment in the event that the Issuer, the Securities Settlement System Operator or its Securities Settlement System Participants are required to make any withholding or deduction in respect of the payments due on the Notes.

Income Tax

- (a) Belgian Resident Corporations

Noteholders who are Belgian resident corporations, subject to Belgian corporate income tax, are liable to corporate income tax on the income of the Notes and capital gains realised upon the disposal of the Notes. Capital losses realised upon the disposal of the Notes will normally be tax deductible.

- (b) Belgian Resident Legal Entities

This paragraph applies only to Belgian resident legal entities subject to the income tax on legal entities which are Tax Eligible Investors and therefore eligible to hold their Notes in an X-Account (e.g. Belgian qualifying pension funds organised in the form of a ASBL/VZW).

For Noteholders who are Belgian resident legal entities, the withholding tax on interest will constitute the final tax in respect of such income. As no withholding tax will be levied on the payment of interest due to the fact that the Belgian legal entities hold the Notes through an X-Account with the Securities Settlement System, they will have to declare the interest and pay the applicable withholding tax to the Belgian Treasury.

Belgian legal entities are not liable to income tax on capital gains realised upon the disposal of the Notes (except for that part of the sale price attributable to the *pro rata* interest component).

- (c) Non-Residents of Belgium

Noteholders who are non-residents of Belgium for Belgian tax purposes and are not holding the Notes through a Belgian establishment and do not invest the Notes in the course of their Belgian professional activity will not incur or become liable for any Belgian tax on income or capital gains (save as the case may be, in the form of withholding tax) by reason only of the acquisition, ownership or disposal of the Notes.

Transfer tax

No transfer tax (*taks op de beursverrichtingen/taxe sur les opérations de bourse*) will be due on the issuance of the Notes.

Any transfer for consideration of the Notes on the secondary market executed in Belgium through a financial intermediary will trigger a transfer tax of 0.09 per cent. The tax will be due on each sale and acquisition separately, with a maximum of EUR 650 per party and per transaction. An exemption is available for non-residents acting for their own account (subject to delivery of an affidavit confirming their non-resident status), and for certain professional intermediaries, insurance companies, pension funds and undertakings for collective investment, acting for their own account.

Exchange of information: Common Reporting Standard

The Notes are subject to the Directive on Administrative Cooperation (DAC2) (2014/107/EU) of 09/12/2014. Under this Directive (and the Belgian law implementing this Directive (“Wet tot regeling van de mededeling van inlichtingen betreffende financiële rekeningen, door de Belgische financiële instellingen en de FOD Financiën in het kader van automatische uitwisseling van inlichtingen op internationaal niveau en voor belastingdoeleinden” of 16 December 2015.), Belgian financial institutions holding these notes for tax residents in another CRS contracting state, shall report financial information regarding the Notes (income, gross proceeds,..) to the Belgian competent authority, who shall communicate the information to the competent authority of the state of the tax residence of the beneficial owner.

Exchange of information: FATCA (U.S. Foreign Account Tax Compliance Act)

According to the FATCA legislation, an Intergovernmental Agreement (IGA) is signed on 23 April 2014 and the Belgian law implementing the FATCA legislation (“Wet tot regeling van de mededeling van inlichtingen betreffende financiële rekeningen, door de Belgische financiële instellingen en de FOD Financiën in het kader van automatische uitwisseling van inlichtingen op internationaal niveau en voor belastingdoeleinden” of 16 December 2015.), Belgian financial institutions holding these notes for “US accountholders “ and for “Non US owned passive Non Financial Foreign entities” shall report financial information regarding the Treasury Notes (income, gross proceeds,..) to the Belgian competent authority, who shall communicate the information to the US tax authorities

DEMATERIALIZED NOTES

The Notes will be issued in the form of dematerialised notes under the Company Code and cannot be physically delivered. They will be represented exclusively by book entries in the records of the Securities Settlement System.

Access to the Securities Settlement System is available through its Securities Settlement System Participants whose membership extends to certain banks, stock brokers (*beursvennootschappen / sociétés de bourse*), and Euroclear and Clearstream, Luxembourg.

Each of the persons appearing from time to time in the records of the Securities Settlement System as the Noteholder will be entitled to receive any payment made in respect of that Note in accordance with the respective rules and procedures of the Securities Settlement System. Such persons shall have no claim directly against the Issuer in respect of payment due on the Notes.

The Issuer and the Domiciliary Agent will not have any responsibility for the proper performance by the Securities Settlement System or its Securities Settlement System Participants of their obligations under their respective rules and operating procedures.

ADMISSION TO TRADING AND DEALING ARRANGEMENTS

Total amount and denomination

The Issuer's Board of Directors has resolved to issue 3,270,000,000 Notes.

The Notes are Notes with each a nominal amount of EUR 250,000.

Admission to trading

Application has been made for an admission to trading of the Notes on Euronext Brussels.

Clearing

The Notes will be accepted for clearance through the Securities Settlement System under the ISIN number BE0002250190 and common code 140195537.

Access to the Securities Settlement System is available through those of its Securities Settlement System Participants whose membership extends to securities such as the Notes.

Securities Settlement System Participants include certain banks, stock brokers (*beursvennootschappen / sociétés de bourse*), and Euroclear Bank NV/SA ("**Euroclear**") and Clearstream Banking, *société anonyme*, Luxembourg ("**Clearstream, Luxembourg**"). Accordingly, the Notes will be eligible to clear through, and therefore accepted by, Euroclear and Clearstream, Luxembourg and investors can hold their Notes on securities accounts in Euroclear and Clearstream, Luxembourg.

Transfers of interests in the Notes will be effected between Securities Settlement System Participants in accordance with the rules and operating procedures of the Securities Settlement System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the Securities Settlement System Participants through which they hold their Notes.

The Domiciliary Agent will perform the obligations of domiciliary agent included in the Clearing Agreement, including, without limitation, providing the Securities Settlement System Operator the information required by law, publishing notices required in connection with any redemption of the Notes and notifying, on behalf of the Issuer, the Securities Settlement System Operator and the Swap Counterparty of the Interest Amounts and amounts of principal relating to each Note.

The Issuer and the Domiciliary Agent will not have any responsibility for the proper performance by the Securities Settlement System or its Securities Settlement System Participants of their obligations under their respective rules and operating procedures.

GENERAL

1. EXPENSES OF THE ADMISSION TO TRADING

1.1 Euronext

Costs are:

- per tranche of EUR 25,000,000: EUR 250 with a maximum of EUR 2500;
- plus EUR 500 per listing year.

The maximum amounts to EUR 15,000

The costs are to be paid as of the moment of listing.

1.2 NBB

- Handling charges and data creation: EUR 3,120 upfront;
- Financial service, custody and various: an annual fee of EUR 1,200 plus 0.005 per thousand.

2. POST ISSUANCE INFORMATION

On each Monthly Payment Date, the Corporate Services Provider will prepare the Investor Report and will submit it for approval to the Administrator. The Investor Report will consist of a duly completed report comprising information regarding, among other things, the performance of the Mortgage Receivables in respect of the preceding Monthly Calculation Period and an overview of the retention of the material net economic interest by the Seller in the form set out in Schedule 5 of the Issuer Services Agreement.

The Investor Reports will be made available by the Administrator for inspection at www.kbc.be/abs/homeloaninvest2016 and will be made available free of charge to the Noteholders at the office of the Domiciliary Agent.

In addition, the Issuer is required to make available certain other information, in particular information in respect of important facts that are not known to the public and that, due to their impact on the assets, financial situation or general state of the Issuer, could influence the price of the relevant Notes (privileged information as defined in the law of 2 August 2002 on the supervision of the financial sector and financial services) and any other mandatory information such as described in the royal decree of 14 November 2007, as amended from time to time, on the obligations of issuers of financial instruments which are admitted to trading on a Belgian regulated market (including information as to modifications to the conditions, rights or guarantees attached to the Notes).

Furthermore, the Issuer will be required to provide certain information to the NBB for statistical purposes.

3. DOCUMENTS ON DISPLAY

For the life of the Prospectus, copies of (i) the Articles of Association of the Issuer and (ii) all reports, letters, and other documents, valuations and statements prepared by any expert at the Issuer's request, any part of which is included or referred to in this Prospectus, may be inspected at the office of the Domiciliary Agent (KBC Bank NV).

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions (the “Conditions”) of the Notes. The Conditions are subject to amendment and the final form thereof will appear in the Pledge Agreement.

1. GENERAL

The issue of the EUR 3,270,000,000 floating rate Mortgage-Backed Notes due 2050 (the “Notes”) was authorised by a resolution of the board of directors of Loan Invest NV/SA, *institutionele vennootschap voor belegging in schuldvorderingen / société d’investissement en créances institutionnelle* (the “Issuer”) passed on or about 28 April 2016. The Notes are issued in accordance with an agency agreement to be entered into on or before the Closing Date (the “Agency Agreement”) (which expression includes such agency agreement as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto as from time to time modified) between the Issuer, KBC Bank NV (the “Domiciliary Agent”, the “Listing Agent” and the “Reference Agent”) and Deloitte Bedrijfsrevisoren / Réviseurs d’Entreprises C.V.B.A. (the “Security Agent”) as security agent for, among others, the holders for the time being of the Notes (the “Noteholder”).

The Issuer is organised into separate Compartments and new Compartments may be constituted. The Notes, the Pledged Assets (as defined below) and the Transaction Documents (as defined below) are exclusively allocated to Compartment Home Loan Invest 2016 of the Issuer and the rights thereunder against the Issuer will not be recoverable from any other Compartment or any assets of the Issuer other than those allocated to its Compartment Home Loan Invest 2016.

On the Closing Date, a portfolio of mortgage receivables resulting from Belgian residential mortgage loans (the “Mortgage Receivables”) will be sold by KBC Bank NV (the “Seller”) to the Issuer acting through its Compartment Home Loan Invest 2016.

The Notes are secured by the security created pursuant to, and on the terms set out in, an agreement concerning the appointment of the Security Agent and establishing security over the assets relating to Compartment Home Loan Invest 2016 (the “Pledge Agreement”), and an agreement for the creation of parallel debt (the “Parallel Debt Agreement”) to be entered into on or before the Closing Date between, among others, the Issuer and the Security Agent. Pursuant to the Agency Agreement, provision is made for, among other things, the payment of principal and interest in respect of the Notes and the determination of the rate of interest payable on the Notes and the admission to trading of the Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of:

- (a) the Agency Agreement;
- (b) the Parallel Debt Agreement;
- (c) the Pledge Agreement;
- (d) the issuer services agreement (the “Issuer Services Agreement”) to be entered into on or before the Closing Date between, among others, the Issuer, the Administrator and the Seller, acting as Servicer and as Corporate Services Provider;

- (e) the account bank agreement (the “**Account Bank Agreement**”) to be entered into on or before the Closing Date between, among others, the Issuer and the Seller acting as Account Bank;
- (f) the mortgage receivables purchase agreement (the “**Mortgage Receivables Purchase Agreement**”) between the Seller and the Issuer to be entered into on or before the Closing Date;
- (g) the subordinated loan agreement (the “**Subordinated Loan Agreement**”) between the Seller as the Subordinated Loan Provider and the Issuer to be entered into on or before the Closing Date;
- (h) the expenses subordinated loan agreement (the “**Expenses Subordinated Loan Agreement**”) between the Seller and the Subordinated Loan Provider and the Issuer to be entered into on or before the Closing Date;
- (i) the clearing agreement (the “**Clearing Agreement**”) to be entered into on or before the Closing Date between the Issuer and the Securities Settlement System Operator;
- (j) the master definitions agreement (the “**Master Definitions Agreement**”) to be entered into on or before the Closing Date between, among others, the Issuer, the Seller and the Security Agent;
- (k) the interest rate swap agreement (the “**Swap Agreement**”) to be entered into on or before the Closing Date between the Issuer and the Seller, acting as the Swap Counterparty;
- (l) the issuer management agreements (the “**Issuer Management Agreements**”) to be entered into on or before the Closing Date between the Issuer and the Issuer Directors; and
- (m) the shareholder management agreements (the “**Shareholder Management Agreements**”) to be entered into on or before the Closing Date between the Stichting Shareholder, the Shareholder and the Shareholder Director.

The Issuer and KBC Bank NV (the “**Arranger**” and the “**Manager**”) will enter into a subscription agreement on or before the Closing Date (the “**Subscription Agreement**”).

The Mortgage Receivables Purchase Agreement, the Issuer Services Agreement, the Agency Agreement, the Pledge Agreement, the Parallel Debt Agreement, the Subscription Agreement, the Swap Agreement, the Account Bank Agreement, the Clearing Agreement, the Expenses Subordinated Loan Agreement, the Subordinated Loan Agreement, the Master Definitions Agreement, the Issuer Management Agreements, the Shareholder Management Agreements and all agreements, forms and documents executed pursuant to or in relation to such documents collectively, will be referred to as the “**Transaction Documents**”. The issue of the Notes and the other transactions contemplated in the Transaction Documents shall be referred to as the “**Transaction**”.

Copies of the Agency Agreement, the Pledge Agreement, the Parallel Debt Agreement, the Clearing Agreement and the other Transaction Documents are available for inspection at the specified offices of the Domiciliary Agent. By subscribing for or otherwise acquiring the Notes, the Noteholders will be deemed to have knowledge of, accept and be bound by all the provisions of the Mortgage Receivables Purchase Agreement, the Issuer Services Agreement, the Agency Agreement, the Pledge Agreement, the Parallel Debt Agreement, the Subscription Agreement, the Swap Agreement, the Account Bank Agreement, the Clearing Agreement, the Expenses Subordinated Loan Agreement, the Subordinated Loan Agreement, the Master Definitions Agreement, the Management Agreements and all other Transaction Documents.

2. DEMATERIALIZED NOTES

The Notes, each in the denomination of EUR 250,000, are issued in the form of dematerialised notes under the Company Code and cannot be physically delivered. They will be represented exclusively by book entries in the records of the X/N securities and cash clearing system operated by the National Bank of Belgium or any of its successors (the “**Securities Settlement System**”).

The Notes are accepted for clearance through the Securities Settlement System, in accordance with the applicable clearing regulations of the National Bank of Belgium and with the Act of 6 August 1993 on transactions in certain securities (*Wet betreffende de transacties met bepaalde effecten / Loi relative aux opérations sur certaines valeurs mobilières*) and the corresponding royal decrees of 26 May 1994 and 14 June 1994.

Each of the persons appearing from time to time in the records of the Securities Settlement System as the holder of a Note will be entitled to receive any payment made in respect of that Note in accordance with the respective rules and procedures of the Securities Settlement System. Such persons shall have no claim directly against the Issuer in respect of payment due on the Notes.

Transfers of interests in the Notes will be effected between Securities Settlement System Participants in accordance with the rules and operating procedures of the Securities Settlement System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the Securities Settlement System Participants through which they hold their Notes.

Each person who is for the time being shown in the records of the Securities Settlement System Operator as the holder of a particular principal amount of Notes will be entitled to be treated by the Issuer, the Domiciliary Agent and the Security Agent as the holder of such principal amount of Notes, but without prejudice to the application of the provisions of the Company Code on dematerialisation including without limitation Article 471 thereof.

The Issuer and the Domiciliary Agent will not have any responsibility for the proper performance by the Securities Settlement System or the Securities Settlement System Participants of their obligations under their respective rules and operating procedures.

The Notes may only be acquired and held by Qualifying Investors (see below *Holding and Transfer Restrictions*). Each payment of interest on Notes of which the Issuer becomes aware that they are held by a holder that does not qualify as a Qualifying Investors will be suspended.

If at any time the Notes are transferred to another clearing system, not operated or not exclusively operated by the National Bank of Belgium, these provisions shall apply *mutatis mutandis* to such successor clearing system and a successor clearing system operator or any additional clearing system and additional clearing system operator (any such clearing system, an “**Alternative Clearing System**”).

3. HOLDING AND TRANSFER RESTRICTIONS

The Notes may only be acquired, by direct subscription, by transfer or otherwise and may only be held by holders (“**Eligible Holders**”) who satisfy the following criteria:

- (i) they qualify as qualifying investors (*in aanmerking komende beleggers / investisseurs éligibles*) within the meaning of Article 5, §3/1 of the UCITS Act (“**Qualifying Investors under the UCITS Act**”), acting for their own account;
- (ii) they do not constitute investors that, in accordance with annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of the directive on

markets in financial instruments (“**Mifid**”), have registered to be treated as non-professional investors; and

- (iii) they are holders of an exempt securities account (“**X-account**”) with the Clearing System operated by the National Bank of Belgium or with a participant in such system.

A list of for the time being Qualifying Investors under the UCITS Act is attached as Annex I.

Any acquisition of a Note by or transfer of a Note to a person who is not a Qualifying Investor under the UCITS ACT shall be void and not binding on the Issuer and the Security Agent. If a Noteholder ceases to be a Qualifying Investor under the UCITS Act, it is obliged to report this to the Issuer and it will promptly transfer the Notes it holds to a person that qualifies as a Qualifying Investor under the UCITS Act at arm’s length market conditions.

Each payment of interest on Notes of which the Issuer becomes aware that they are held by a holder that does not qualify as a Qualifying Investor under the UCITS Act will be suspended.

By subscribing or otherwise acquiring the Notes, the Noteholders certify that they are a Qualifying Investor under the UCITS Act, and that they will only sell, transfer or otherwise assign the Notes to prospective Noteholders that qualify as Qualifying Investors under the UCITS Act.

4. TERMS AND CONDITIONS OF THE NOTES

Except as expressly provided otherwise, all Conditions apply exclusively to the Notes as allocated to Compartment Home Loan Invest 2016 of the Issuer and all appointments, rights, title, assignments, obligations, covenants, representations, assets and liabilities generally in relation to this transaction are exclusively allocated to, or binding on, Compartment Home Loan Invest 2016 and will not be recoverable against any other compartments of the Issuer or any assets of the Issuer other than those allocated to Compartment Home Loan Invest 2016.

By subscribing to or otherwise acquiring the Notes, the Noteholders (i) shall be deemed to have knowledge of, accept and be bound by the Conditions; (ii) acknowledge and accept that the Notes are allocated to Compartment Home Loan Invest 2016; (iii) acknowledge that they are Eligible Holders and that they can only transfer their Notes to Eligible Holders; (iv) waive any right to payment and recourse to the extent that such payment or part thereof would cause the Issuer’s net assets (as determined in accordance with Article 617 and 619 of the Company Code, taking into account all its Compartments) to become lower than the minimum share capital required by Belgian law; (v) shall not sue for recovery of or take any other steps for the purpose of recovering any amounts or liabilities whatsoever owing to them, in whatever capacity, by the Issuer or in respect of any of its liabilities whatsoever under any of the Transaction Documents, in each case unless and until the Security Agent having become bound to enforce the Security Interests, fails to do so within a reasonable time (thirty (30) calendar days being deemed for this purpose to be a reasonable period) and such failure is continuing; and (vi), or any other person acting on their behalf, shall not until the date falling one year after the latest maturing Note is paid in full, initiate or join any person in initiating, any Bankruptcy Event or the appointment of any Bankruptcy Official in relation to the Issuer or any of its Compartments.

Words and expressions defined in the Master Definitions Agreement and not defined herein shall have the same meaning in the Conditions, unless otherwise defined herein.

4.1 Form, Denomination and Title

- (a) The Notes are issued in the form of dematerialised notes under the Company Code in the denomination of EUR 250,000.

- (b) The Notes may only be acquired or subscribed to and may only be held by Eligible Holders. “**Eligible Holders**” are holders who satisfy the following criteria:
- (i) they qualify as qualifying investors (*in aanmerking komende beleggers / investisseurs éligibles*) within the meaning of Article 5, §3/1 of the UCITS Act (“**Qualifying Investors under the UCITS Act**”), acting for their own account;
 - (ii) they do not constitute investors that, in accordance with annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of the directive on markets in financial instruments (“**Mifid**”), have registered to be treated as non-professional investors; and
 - (iii) they are holders of an exempt securities account (“**X-account**”) with the Clearing System operated by the National Bank of Belgium or with a participant in such system.

Any acquisition of a Note by or transfer of a Note to a person who is not a Qualifying Investor under the UCITS Act shall be void and not binding on the Issuer and the Security Agent. If a Noteholder ceases to be a Qualifying Investor under the UCITS Act, it is obliged to report this to the Issuer and it will promptly transfer the Notes it holds to a person that qualifies as a Qualifying Investor under the UCITS Act on at arm’s length market conditions.

Each payment of interest on Notes of which the Issuer becomes aware that they are held by a holder that does not qualify as a Qualifying Investor under the UCITS Act will be suspended.

- (c) By subscribing or otherwise acquiring the Notes, the Noteholders certify that they are a Qualifying Investor under the UCITS Act, and that they will only sell, transfer or otherwise assign the Notes to prospective Noteholders that qualify as Qualifying Investors under the UCITS Act.

4.2 Status, Relationship between the Notes and Security

- (a) Status and Priority
- (i) The Notes are direct, secured and unconditional obligations of Compartment Home Loan Invest 2016 of the Issuer and rank *pari passu* and rateably without any preference or priority among the Notes. The rights of the Notes, in respect of priority of payment are set out in Condition 4.2(c).
 - (ii) The Pledge Agreement contains provisions which provide that in connection with the exercise of its powers, authorities and discretions, the Security Agent shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequence of such exercise for individual Noteholders. For so long as there are any Notes outstanding, the Security Agent is to have regard solely to the interests of the Noteholders if, in the Security Agent’s opinion, there is a conflict between the interests of (a) the Noteholders and (b) any other Secured Parties.

- (b) Security

Pursuant to the Pledge Agreement, a pledge will be created in favour of the Secured Parties, including the Security Agent on behalf of the Noteholders and the other Secured Parties, as security for, among other things, the Notes over:

- (i) the Mortgage Receivables and the Related Security, acquired by the Issuer pursuant to the Mortgage Receivables Purchase Agreement;

- (ii) all moneys and proceeds payable or to become payable under, in respect of, or pursuant to the Transaction Accounts and the right to receive payment of such moneys and proceeds and all payments made, including all sums of money that may at any time be credited to any Transaction Account together with all interest accruing from time to time on such money and the debts represented by any Transaction Account, as well as all other rights, title, interest and benefit under or in respect of the Transaction Accounts; and
- (iii) all rights, title, interest and benefit of the Issuer under or pursuant to its rights under the Transaction Documents to which the Issuer is a party (other than the Pledge Agreement), including without limitation, its rights under the (A) Mortgage Receivables Purchase Agreement, (B) the Issuer Services Agreement, (C) the Issuer Management Agreements, (D) the Account Bank Agreement and (E) the Swap Agreement.

The security created by the Issuer pursuant to the Pledge Agreement (in favour of all the Secured Parties), is referred to herein as the “**Security Interests**”. The assets in which the Security Interests are created are referred to herein collectively as the “**Pledged Assets**”.

The Pledged Assets serve as security for payments to the Noteholders but the Pledged Assets also provide security for other amounts payable by the Issuer under the Transaction Documents but to the extent only that such amounts, costs and expenses have been properly and specifically allocated to Compartment Home Loan Invest 2016, including amounts thus payable to (i) the Security Agent under the Parallel Debt Agreement or the Pledge Agreement, (ii) the Servicer under the Issuer Services Agreement, (iii) the Administrator under the Issuer Services Agreement, (iv) the Corporate Services Provider under the Issuer Services Agreement, (v) the Seller under the Mortgage Receivables Purchase Agreement, (vi) the Account Bank under the Account Bank Agreement, (vii) the Domiciliary Agent, the Listing Agent and the Reference Agent under the Agency Agreement, (viii) the Swap Counterparty under the Swap Agreement and (ix) the Issuer Directors under the Issuer Management Agreements, all in accordance with the order of priorities set out below.

The Noteholders will be entitled to the benefit of the Pledge Agreement and the Noteholders will be entitled to the benefit of the Parallel Debt Agreement, the Agency Agreement and all other Transaction Documents, and by subscribing for or otherwise acquiring the Notes, the Noteholders shall be deemed to have knowledge of, accept and be bound by, the terms and conditions set out therein, including the appointment of the Security Agent to hold the Security Interests and to exercise the rights under the Pledge Agreement for the benefit of the Noteholders and the other Secured Parties. The Noteholders shall have recourse only against the Pledged Assets and to no other assets of the Issuer.

(c) Priorities of payment

The Pledge Agreement contains provisions regulating the priority of application of amounts forming part of the Security Interests among the persons entitled thereto.

Prior to the service of an Enforcement Notice by the Security Agent, the Notes Interest Available Amount (as defined below) will be applied in accordance with the Interest Priority of Payments (as defined below). The Notes Redemption Available Amount will be applied in accordance with the Principal Priority of Payments.

Following an Enforcement Notice, payments will be made only in accordance with the Priority of Payments upon Enforcement.

Priority of Payments in respect of interest

Prior to the delivery of an Enforcement Notice by the Security Agent, the sum of the following amounts referred to under items (a) up to and including (k), calculated as at each Monthly Calculation Date (being the fourth Business Day prior to each Monthly Payment Date) and which have been received or deposited during the Monthly Calculation Period immediately preceding such Monthly Calculation Date or, with respect to the amounts referred to under item (f), on the immediately succeeding Monthly Payment Date (the sum of items (a) up to and including (k) being hereafter referred to as the “**Notes Interest Available Amount**”):

- (a) as interest, including penalty interest, on the Mortgage Receivables;
- (b) as interest accrued on the Transaction Accounts;
- (c) as Prepayment Penalties under the Mortgage Loans;
- (d) as Net Proceeds on any Mortgage Receivables;
- (e) as amounts to be drawn from the Reserve Account on the immediately succeeding Monthly Payment Date (excluding, for the avoidance of doubt, any amount remaining in the Reserve Account after all amounts of interest and principal due in respect of the Notes have been paid in full and all payments or provisions of the Interest Priority of Payments ranking higher in priority have been made);
- (f) as amounts to be received from the Swap Counterparty under the Swap Agreement on the immediately succeeding Monthly Payment Date, if any, excluding, for the avoidance of doubt, any collateral transferred pursuant to the Swap Agreement;
- (g) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement or any other amounts received pursuant to the Mortgage Receivables Purchase Agreement, to the extent such amounts do not relate to principal;
- (h) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Pledge Agreement to the extent such amounts do not relate to principal;
- (i) as amounts received as post-foreclosure proceeds on the Mortgage Receivables;
- (j) any (remaining) amounts standing to the credit of the Issuer Collection Account to the extent they do not relate to principal; and
- (k) any amounts (provided that these are used solely as indemnity for losses of scheduled interest on the Mortgage Receivables as a result of Commingling Risk) to be used as Notes Interest Available Amount from the funds credited to the Deposit Account in accordance with the provisions of Mortgage Receivables Purchase Agreement and as described under under paragraph *Risk Mitigation Deposit* in the section *Mortgage Receivables Purchase Agreement* above, which are transferred from the Deposit Account to the Issuer Collection Account,

will pursuant to the terms of the Pledge Agreement be applied by the Issuer on the immediately succeeding Monthly Payment Date as follows (in each case only if and to the extent that payments of a higher order of priority have been made in full), (the “**Interest Priority of Payments**”):

- (i) *first*, in or towards satisfaction, pro rata, according to the respective amounts thereof, of any amounts, if any, due and payable to the Issuer Directors in connection with the Issuer Management Agreements;
- (ii) *second*, in or towards satisfaction of fees and expenses due and payable to the Administrator under the Issuer Services Agreement;
- (iii) *third*, in or towards satisfaction of any fees due and payable to the Security Agent under the Pledge Agreement and of any costs, charges, liabilities and expenses incurred by the Security Agent under or in connection with any of the Transaction Documents, including, but not limited to, fees and expenses of any legal advisor, auditor and/or accountant appointed by the Security Agent;
- (iv) *fourth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, (i) of any amounts due and payable to third parties under obligations incurred in connection with the Issuer's business (other than under the Transaction Documents), including, without limitation, in or towards satisfaction of sums due or provisions for any payment of the Issuer's liability, if any, to tax and sums due to any Rating Agency and fees and expenses of any legal advisor, auditor and/or accountant appointed by the Issuer, (ii) fees and expenses due to the Domiciliary Agent, the Listing Agent and the Reference Agent under the Agency Agreement, (iii) fees and expenses due to the Servicer under the Issuer Services Agreement and (iv) fees and expenses due and payable to the Corporate Services Provider under the Issuer Services Agreement;
- (v) *fifth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) all amounts of interest due or interest accrued but unpaid in respect of the Notes and (ii) amounts, if any, due but unpaid under the Swap Agreement, (except for any termination payment due or payable as a result of the occurrence of an Event of Default (as defined therein) where the Swap Counterparty is the Defaulting Party or an Additional Termination Event (as defined therein) relating to the credit rating of the Swap Counterparty (as such terms are defined in the Swap Agreement) (a "**Swap Counterparty Default Payment**") payable under (xi) below but excluding, for the avoidance of doubt, the repayment to the Swap Counterparty of Excess Swap Collateral;
- (vi) *sixth*, in or towards making good any shortfall reflected in the Notes Principal Deficiency Ledger until the debit balance, if any, on the Notes Principal Deficiency Ledger is reduced to zero;
- (vii) *seventh*, in or towards satisfaction of any sums required to replenish the Reserve Account up to the amount of the Reserve Account Required Amount;
- (viii) *eighth*, in or towards making good any shortfall reflected in the Subordinated Loan Principal Deficiency Ledger until the debit balance, if any, on the Subordinated Loan Principal Deficiency Ledger is reduced to zero;
- (ix) *ninth*, in or towards satisfaction of any sums required to replenish the Deposit Account up to to the amount of the Risk Mitigation Deposit Required Amount, to the extent the Seller has not credited such sums to the Deposit Account before the relevant Monthly Calculation Date;
- (x) *tenth*, in or towards satisfaction of interest due or interest accrued but unpaid on the Subordinated Loan in accordance with the terms of the Subordinated Loan Agreement;

- (xi) *eleventh*, in or towards satisfaction of the Swap Counterparty Default Payment payable to the Swap Counterparty under the terms of the Swap Agreement;
- (xii) *twelfth*, in or towards satisfaction of interest due or interest accrued but unpaid in respect of the Expenses Subordinated Loan in accordance with the terms of the Expenses Subordinated Loan Agreement;
- (xiii) *thirteenth*, in or towards satisfaction of principal due and payable but unpaid in respect of the Expenses Subordinated Loan in accordance with the terms of the Expenses Subordinated Loan Agreement;
- (xiv) *fourteenth*, in or towards transfer to the Share Capital Account on the Monthly Payment Date falling in July of amounts payable to the Issuer under the Mortgage Receivables Purchase Agreement; and
- (xv) *fifteenth*, in or towards satisfaction of any payments due in connection with the Deferred Purchase Price to the Seller.

Priority of Payments in respect of principal

Prior to the delivery of an Enforcement Notice by the Security Agent, the sum of the following amounts referred to under items (a) up to and including (h), calculated as at any Monthly Calculation Date, as being received or deposited during the immediately preceding Monthly Calculation Period (the sum of items (a) up to and including (h) hereinafter referred to as the “**Notes Redemption Available Amount**”):

- (a) by means of repayment and prepayment in full of principal under the Mortgage Receivables from any person, but, for the avoidance of doubt, excluding Prepayment Penalties;
- (b) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement and any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal;
- (c) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Pledge Agreement to the extent such amounts relate to principal;
- (d) as amounts to be credited to the Principal Deficiency Ledger under items (vi) and (viii) of the Interest Priority of Payments on the immediately succeeding Monthly Payment Date;
- (e) as partial prepayment in respect of Mortgage Receivables;
- (f) any amounts (provided that these are used solely as indemnity for losses of scheduled principal on the Mortgage Receivables as a result of Commingling Risk) to be used as Notes Redemption Available Amount from the funds credited to the Deposit Account in accordance with the provisions of the Mortgage Receivables Purchase Agreement and as described under *Risk Mitigation Deposit* in the section *Mortgage Receivables Purchase Agreement* below, which are transferred from the Deposit Account to the Issuer Collection Account;
- (g) any part of the Notes Redemption Available Amount calculated on the immediately preceding Monthly Calculation Date which has not been applied towards redemption of the Notes on the preceding Monthly Payment Date;

- (h) any amount remaining in the Reserve Account after all amounts of interest and principal due in respect of the Notes have been paid in full and all payments or provisions of the Interest Priority of Payments ranking higher in priority have been made,

will, pursuant to the Pledge Agreement be applied by the Issuer on the Monthly Payment Date immediately succeeding such Monthly Calculation Date as follows (and in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the “**Principal Priority of Payments**”):

- (i) *first*, in or towards satisfaction of principal amounts due under the Notes until fully redeemed;
- (ii) *second*, in or towards satisfaction of principal amounts due under the Subordinated Loan until fully repaid.

Priority of Payments upon Enforcement

Following delivery of an Enforcement Notice any amounts payable by the Security Agent under the Pledge Agreement will be applied in the following order of priority (and in each case only if and to the extent payments of a higher priority have been made in full) (the “**Priority of Payments upon Enforcement**”):

- (i) *first*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of any amounts, if any, due and payable to the Issuer Directors in connection with the Issuer Management Agreements;
- (ii) *second*, in or towards satisfaction of fees and expenses due and payable to the Administrator under the Issuer Services Agreement;
- (iii) *third*, in or towards satisfaction of any fees due and payable to the Security Agent under the Pledge Agreement and of any cost, charge, liability and expenses incurred by the Security Agent under or in connection with any of the Transaction Documents, which will include, *inter alia*, the fees and expenses of any legal advisor, auditor and/or accountant appointed by the Security Agent;
- (iv) *fourth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) the fees and expenses of the Domiciliary Agent, the Listing Agent and the Reference Agent incurred under the provisions of the Agency Agreement, (ii) the fees and expenses of the Servicer under the Issuer Services Agreement and (iii) the fees and expenses due and payable to the Corporate Services Provider under the Issuer Services Agreement;
- (v) *fifth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of amounts, if any, due but unpaid to the Swap Counterparty under the Swap Agreement including any amount to be paid by the Issuer upon early termination of the Swap Agreement as determined in accordance with its terms but excluding any Swap Counterparty Default Payment payable under subparagraph (x) below, excluding, for the avoidance of doubt, the repayment to the Swap Counterparty of Excess Swap Collateral;
- (vi) *sixth*, in or towards satisfaction of all amounts of interest due or interest accrued but unpaid in respect of the Notes;
- (vii) *seventh*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Notes;

- (viii) *eighth*, in or towards satisfaction of all amounts of interest due or interest accrued but unpaid in respect of the Subordinated Loan;
- (ix) *ninth*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Subordinated Loan;
- (x) *tenth*, in or towards satisfaction of the Swap Counterparty Default Payment payable to the Swap Counterparty under the terms of the Swap Agreement;
- (xi) *eleventh*, in or towards satisfaction of all amounts of interest due, interest accrued and principal due but unpaid in respect of the Expenses Subordinated Loan; and
- (xii) *twelfth*, in or towards satisfaction of any payments due in connection with the Deferred Purchase Price to the Seller.

4.3 Covenants of the Issuer

Save with the prior written consent of the Security Agent or as provided in or envisaged by any of the Transaction Documents, the Issuer undertakes with the Secured Parties that so long as any Note remains outstanding, it shall not:

- (a) carry on any business other than the business of purchasing receivables by using different compartments and to finance such acquisitions by issuing securities through such compartments and the related activities described therein and in respect of that business;
- (b) in relation to Compartment Home Loan Invest 2016 and the Transaction, engage in any activity or do anything whatsoever except:
 - (i) own and exercise its rights in respect of the Pledged Assets and its interests therein and perform its obligations in respect of the Pledged Assets;
 - (ii) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations under the Transaction Documents in accordance with applicable law;
 - (iii) to the extent permitted by the terms of any of the Transaction Documents, pay dividends or make other distributions in the manner permitted by applicable law;
 - (iv) use, invest or dispose of any of its property or assets in the manner provided in or contemplated by the Transaction Documents; and
 - (v) perform any act incidental to or necessary in connection with (i), (ii), (iii) or (iv) above;
- (c) in relation to Compartment Home Loan Invest 2016 and the Transaction, save as permitted by the Transaction Documents, incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness;
- (d) in relation to Compartment Home Loan Invest 2016 and the Transaction, create or permit to exist any mortgage, charge, pledge, lien or other security interest whatsoever over any of its assets, or sell or otherwise dispose of any part of its assets or undertaking, present or future (including any Pledged Assets), other than as expressly contemplated by the Transaction Documents;

- (e) consolidate or merge with any other person or convey or transfer its property or assets substantially or as an entirety to any person, other than as contemplated by the Transaction Documents;
- (f) permit the validity or effectiveness of the Pledge Agreement or any other Transaction Document or the priority of the Security Interests to be amended, terminated postponed or discharged, or permit any person whose obligations form part of the Pledged Assets to be released from such obligations;
- (g) amend, supplement or otherwise modify its by-laws (*statuten / statuts*) or any provisions of these covenants save to the extent that such modifications are required by law or relate only to other transactions that do not adversely affect the assets and liabilities of Compartment Home Loan Invest 2016;
- (h) have any employees, own premises or own shares in any subsidiary or any company;
- (i) in relation to Compartment Home Loan Invest 2016 and the Transaction, have an interest in any bank account, other than (i) the Transaction Account and the Securities Pledged Account, (ii) the Share Capital Account, (iii) the Deposit Account (if required to be opened in accordance with the provisions of the Mortgage Receivables Purchase Agreement), and (iii) any swap collateral account that the Issuer may need to open in accordance with the Swap Agreement and the Credit Support Annex, unless such account or interest is pledged or charged to the Secured Parties on terms acceptable to the Security Agent;
- (j) in relation to Compartment Home Loan Invest 2016 and the Transaction, issue any further notes or any other type of security;
- (k) reallocate any assets from Compartment Home Loan Invest 2016 to any other Compartment that it may set up in the future;
- (l) enter into transactions of which it is aware that they are not at arm's length;
- (m) dispose of any assets of Compartment Home Loan Invest 2016 except in accordance with the terms of the Transaction Documents.

The Issuer shall procure that all material transactions and material liabilities incurred by the Issuer are clearly allocated to one or more Compartments of the Issuer and it shall not allocate transactions or liabilities to Compartment Home Loan Invest 2016 other than as envisaged in the Transaction Documents.

As long as any of the Notes remains outstanding the Issuer will procure that there will at all times be a provider of administration services and corporate services and a servicer for the Mortgage Receivables and an Account Bank. The appointment of the Security Agent, the Administrator, the Corporate Services Provider, the Reference Agent, the Domiciliary Agent, the Listing Agent, the Servicer, the Account Bank and the Swap Counterparty may be terminated only as provided in the Transaction Documents.

In giving any consent to any of the foregoing, the Security Agent may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents or may impose such other conditions or requirements as the Security Agent may deem expedient (in its absolute discretion) in the interests of the Noteholders.

In determining whether or not to give any proposed consent, the Security Agent shall be able to rely on, and act on any advice or opinion of or any certificate obtained from a valuer, accountant, banker,

broker, securities company or other company other than the Rating Agencies whether obtained by itself or the Issuer and it shall not be liable for any loss occasioned by such action, save where such loss is due to its Gross Negligence, wilful misconduct or fraud. Concurrently, the Security Agent may, along with any other relevant factors, have regard for whether the then current ratings of the Notes would not be adversely affected by such proposed consent. “**Gross Negligence**” shall mean for the purposes hereof negligence of such serious nature that not any prudent security agent/common representative would have acted similarly.

The Issuer further covenants with the Secured Parties as follows:

- (a) at all times to carry on and conduct its affairs in a proper and efficient manner;
- (b) to give to, and procure that is given to, the Security Agent such information and evidence (and in such form) as the Security Agent shall reasonably require for the purpose of the discharge of the duties, powers, authorities and discretions vested in it under or pursuant to Condition 4.11 and the Pledge Agreement;
- (c) to cause to be prepared and certified by its auditors, in respect of each financial year, accounts in such forms as will comply with the requirements of Belgian laws and regulations;
- (d) at all times to keep proper books of accounts and allow the Security Agent and any person appointed by the Security Agent free access to such books of account at all reasonable times during normal business hours;
- (e) forthwith after becoming aware thereof and without waiting for the Security Agent to take any action, to give notice in writing to the Security Agent of the occurrence of any Event of Default or any condition, event or act which with the giving of notice and/or the lapse of time and/or the issue of a certificate would constitute an Event of Default;
- (f) at all times to execute all such further documents and do all such acts and things as may be necessary or appropriate at any time or times to give effect to the Transaction Documents;
- (g) at all times to comply with and perform all its obligations under or pursuant to the Transaction Documents and to use its best endeavours to procure, so far as it is lawfully able to do so, that the other parties thereto, comply with and perform all their respective obligations thereunder and pursuant thereto and not to terminate any of the Transaction Documents or any right or obligation arising pursuant thereto or make any amendment or modification thereto or agree to waive or authorise any material breach thereof;
- (h) at all times to comply with any reasonable direction given by the Security Agent in relation to the Security Interests in accordance with the Pledge Agreement;
- (i) upon occurrence of a termination event under the Account Bank Agreement, to use its best endeavours to appoint a substitute account bank within thirty (30) calendar days;
- (j) upon resignation of an Agent or upon the occurrence of a termination event under the Agency Agreement, to appoint a relevant substitute agent;
- (k) to promptly exercise and enforce its rights and discretions in relation to the Swap Agreement and in particular those rights to require a transfer, collateralisation, an indemnity or a guarantee in the event of a downgrading of the Swap Counterparty;

- (l) at all times to keep separate bank accounts and financial statements allocated to its separate Compartments (as the case may be);
- (m) at all times to keep separate stationery for each of its Compartments (as the case may be);
- (n) at no time to pledge, charge or encumber the assets allocated to Compartment Home Loan Invest 2016 otherwise than pursuant to the Pledge Agreement;
- (o) at all times to have adequate corporate capital to run its business in accordance with the corporate purpose as set out in its Articles of Association;
- (p) at all times not to commingle its own assets allocated to any of its Compartments with the assets of another Compartment or the assets of third parties and, in particular, to expressly allocate any liabilities of any of its Compartments to the relevant Compartment;
- (q) to observe at all times all applicable corporate formalities set out in its by-laws, the UCITS Act, the Company Code and any other applicable legislation, including, but not limited to, all formalities to be complied with in its capacity as public and listed company;
- (r) to comply in all respects with the specific statutory and regulatory provisions applicable to an *institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge* and to refrain from all acts which could prejudice the continuation of such status at any time;
- (s) to mention in each communication in relation to the Notes or the admission to trading of the Notes, issued by or on behalf of the Issuer, that the Notes may only be subscribed to or otherwise acquired or held by an Eligible Holder;
- (t) to conduct at all times its business in its own name; for the avoidance of doubt, this requirement does not prejudice those provisions under the Transaction Documents which provide that certain transaction parties (including the Administrator, the Corporate Services Provider, the Servicer and the Account Bank) shall for certain purposes act on behalf of the Issuer;
- (u) if it becomes aware of 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) a Notification Event, it will without delay inform the Security Agent of such event; and
- (v) if it finds or has been informed that a substantial change has occurred in the development of the Mortgage Receivables or the cash flows generated by the Mortgage Receivables or that any particular event has occurred which may materially change the ratings of the Notes, the expected financial results of the Transaction or the expected cash flows, it will without delay inform the Security Agent of such change or event, except if such change or event is or has already been reflected in a Monthly Calculation Report.

The Issuer shall provide to the Security Agent, the Rating Agencies and the Domiciliary Agent or procure that the Security Agent, the Rating Agency and the Domiciliary Agent are provided with the Investor Reports on or about each Monthly Payment Date.

The Investor Reports will be made available for inspection at www.kbc.be/abs/homeloaninvest2016 and will be made available upon request free of charge to any person at the office of the Domiciliary Agent.

4.4 Interest

(a) Period of Accrual

Each Note bears interest on its Principal Amount Outstanding (as defined in Condition 4.5(c)) from and including the Closing Date. Each Note (or in the case of the redemption of part only of a Note that part only of such Note) shall cease to bear interest from its due date for redemption unless payment of the relevant amount of principal or any part thereof is improperly withheld or refused. In such event, interest will continue to accrue thereon (before and after any judgment) at the rate applicable to such Note up to but excluding the date on which all sums due in respect of such Note are paid to the Securities Settlement System Operator for the benefit of relevant Noteholder, or (if earlier) the seventh calendar day after notice is duly given by the Domiciliary Agent to the relevant Noteholder (in accordance with Condition 4.13) that it has received all sums due in respect of such Note, provided payment is in fact made.

Whenever it is necessary to compute an amount of interest in respect of any Note for any period (including any Floating Rate Interest Period (as defined below)), such interest shall be calculated on the basis of the actual days elapsed and a 360 days year.

(b) Interest Periods and Payment Dates

Interest on the Notes is payable monthly in arrear in euro on the 15th day of each month (or, if such day is not a Business Day, the next succeeding Business Day) in each year (each such day being a “**Monthly Payment Date**”), the first Monthly Payment Date being in 15 June 2016. The period from (and including) a Monthly Payment Date (or the Closing Date in respect of the first Floating Rate Interest Period) to (but excluding) the immediately succeeding (or first) Monthly Payment Date is called a “**Floating Rate Interest Period**” in these Conditions. The first Floating Rate Interest Period will commence on (and include) the Closing Date and will end on (but exclude) the first Monthly Payment Date.

A “**Business Day**” means a day on which banks are open for business in Brussels, provided that such day is also a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (“**TARGET2**”) or any successor thereto is operating credit or transfer instructions in respect of payments in euro.

(c) Interest on the Notes up to the first Optional Redemption Date

Up to (but excluding) the first Optional Redemption Date, interest on the Notes for each Floating Rate Interest Period will accrue at a rate equal to the sum of the Euro Interbank Offered Rate (“**Euribor**”) for one (1) month deposits plus a margin of 0.60 per cent. per annum. The interest applicable to the Notes will never be lower than zero.

(d) Interest on the Notes following the first Optional Redemption Date

If on the first Optional Redemption Date the Notes have not been redeemed in full, a floating rate of interest will be applicable to the Notes equal to the sum of Euribor for one (1) month deposits, payable by reference to Floating Rate Interest Periods on each succeeding Monthly Payment Date, plus a margin of 1.20 per cent. per annum. The interest applicable to the Notes will never be lower than zero

(e) Euribor

For the purpose of Conditions 4.4(c) and 4.4 (d) Euribor will be determined as follows:

- (i) The Reference Agent will obtain for each Floating Rate Interest Period the rate equal to the amount of Euribor for one (1) month deposits in euros (or, in respect of the first Floating Rate Interest Period, the rate which represents the linear interpolation of Euribor for one (1) month deposits in euro, rounded, if necessary, to the 5th decimal place with 0.00005 being rounded upwards). The Reference Agent shall use the Euribor rate as determined and published jointly by the European Banking Federation and ACI - The Financial Market Association and which appears for information purposes on the Reuters Screen EURIBOROI (or, if not available, any other display page on any screen service maintained by any registered information vendor (including, without limitation, the Reuter Monitor Money Rate Service, the Dow Jones Telerate Service and the Bloomberg Service) for the display of the Euribor rate selected by the Reference Agent) as at or about 11.00 a.m. (Central European time) on the day that is two (2) Business Days preceding the first day of each Floating Rate Interest Period (each an “**Interest Determination Date**”).
- (ii) If, on the relevant Interest Determination Date, such Euribor rate is not determined and published jointly by the European Banking Association and ACI - The Financial Market Association, or if it is not otherwise reasonably practicable to calculate the rate under (i) above, the Reference Agent will:
 - (A) request the principal euro-zone office of each of four major banks in the euro-zone interbank market (the “**Reference Banks**”) to provide a quotation for the rate at which three (3) months euro deposits are offered by it in the euro-zone interbank market at approximately 11.00 a.m. (Central European time) on the relevant Interest Determination Date to prime banks in the euro-zone interbank market in an amount that is representative for a single transaction at that time; and determine the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of such quotation as is provided; and
 - (B) if fewer than two such quotations are provided as requested, the Reference Agent will determine the arithmetic mean (rounded, if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks, of which there shall be at least two in number, in the euro-zone, selected by the Reference Agent, at approximately 11.00 a.m. (Central European time) on the relevant Interest Determination Date for one (1) month deposits to leading euro-zone banks in an amount that is representative for a single transaction in that market at that time,

and Euribor for such Floating Rate Interest Period shall be the rate per annum equal to the euro interbank offered rate for euro deposits as determined in accordance with this Condition 4.4, provided that if the Reference Agent is unable to determine Euribor in accordance with the above provisions in relation to any Floating Rate Interest Period, Euribor applicable to the Notes during such Floating Rate Interest Period will be Euribor last determined in relation thereto.

(f) Determination of Rates of Interest and Calculation of Interest Amounts

The Reference Agent will, as soon as practicable after 11.00 a.m. (Central European Time) on each Interest Determination Date, determine the floating rate of interest for the Notes (the “**Floating Rate of Interest**”) and calculate the amount of interest payable on the Notes for the following Floating Rate Interest Period (the “**Interest Amount**”) by applying the relevant Floating Rate of Interest to the Principal Amount Outstanding of the Notes. The determination of the Floating Rate of Interest and each Interest Amount by the Reference Agent shall (in the absence of manifest error) be final and binding on all parties.

(g) Notification of Rates of Interest and Interest Amounts

At the latest by 02.00 pm (CET) on the Interest Determination Date, the Reference Agent will cause the Floating Rate of Interest and the Interest Amount to be notified to the Securities Settlement System Operator, the Issuer, the Administrator, the Security Agent and the Domiciliary Agent and will cause notice thereof to be given to the Noteholders. The Interest Amount, the Floating Rate of Interest and the Monthly Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Rate Interest Period.

(h) Determination or Calculation

If the Reference Agent at any time for any reason does not determine the relevant Floating Rate of Interest or fails to calculate the Interest Amount in accordance with Condition 4.4(f), the Issuer (or whenever a Protection Notice or Enforcement Notice has been served, the Security Agent in consultation with the Issuer) shall determine or shall cause the Floating Rate of Interest to be determined at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described in Condition 4.4(e), it shall deem fair and reasonable under the circumstances, or, as the case may be, the Issuer (or whenever a Protection Notice or Enforcement Notice has been served, the Security Agent in consultation with the Issuer) shall calculate or shall cause the Interest Amount to be calculated in accordance with Condition 4.4(f), and each such determination or calculation shall (in the absence of manifest error) be final and binding on all parties.

(i) Reference Banks and Reference Agent

The Issuer will procure that, as long as any of the Notes remains outstanding, there will at all times be four Reference Banks and a Reference Agent. The Issuer has, subject to prior written consent of the Security Agent, the right to terminate the appointment of the Reference Agent or of any Reference Bank by giving at least ninety (90) calendar days' notice in writing to that effect. Notice of any such termination will be given to the holders of the Notes in accordance with Condition 4.13. If any person shall be unable or unwilling to continue to act as a Reference Bank or the Reference Agent (as the case may be) or if the appointment of any Reference Bank or the Reference Agent shall be terminated, the Issuer will, with the prior written consent of the Security Agent, appoint a successor Reference Bank or Reference Agent (as the case may be) to act in its place, provided that neither the resignation nor removal of the Reference Agent shall take effect until a successor approved in writing by the Security Agent has been appointed.

4.5 Redemption and Cancellation

(a) Final redemption

Unless previously redeemed as provided below, the Issuer will redeem the Notes at their Principal Amount Outstanding (as defined below) on the Monthly Payment Date falling in May 2050 (the "**Final Maturity Date**").

The Issuer may not redeem Notes in whole or in part prior to the Final Maturity Date except as provided in Conditions 4.5(b), 4.5(e), 4.5(f), 4.5(g), 4.5 (h) and 4.5(i) but without prejudice to Condition 4.9.

(b) Mandatory Redemption

Provided that no Enforcement Notice has been served in accordance with Condition 4.9, on each Monthly Payment Date the Issuer shall be obliged to apply the Notes Redemption Available Amount (as defined below) to redeem (or partially redeem) the Notes at their Principal Amount Outstanding on a *pro rata* basis until fully redeemed.

The principal amount so redeemable in respect of each relevant Note (each a “**Principal Redemption Amount**”) on the relevant Monthly Payment Date shall be the amount (if any) (rounded down to the nearest euro) of the Notes Redemption Available Amount on the Monthly Calculation Date relating to that Monthly Payment Date divided by the number of Notes subject to such redemption, provided always that the Principal Redemption Amount may never exceed the Principal Amount Outstanding of the relevant Note. Following application of the Principal Redemption Amount, the Principal Amount Outstanding of such Note shall be reduced accordingly.

Under the terms of the Pledge Agreement, the Issuer will have the right to sell and assign all but not some of the Mortgage Receivables on each Optional Redemption Date to a third party, which may also be the Seller. In addition, on each Monthly Payment Date, the Seller or any third party appointed by the Seller has the option (but not the obligation) to repurchase and accept re-assignment of the Mortgage Receivables if (i) on the Monthly Calculation Date immediately preceding such Monthly Payment Date the aggregate Principal Amount Outstanding of the Notes is less than ten (10) per cent. of the aggregate Principal Amount Outstanding of the Notes as of the Closing Date and (ii) the Issuer shall have provided to the Security Agent a certificate signed by two directors of the Issuer to the effect that it will have the funds, not subject to the interest of any other person, required to discharge all its liabilities in respect of the Notes and any amounts required to be paid in priority to or *pari passu* with the Notes in accordance with these Conditions (the “**Clean-Up Call Option**”). The Issuer has undertaken in the Mortgage Receivables Purchase Agreement to sell and assign the Mortgage Receivables to the Seller or any third party appointed by the Seller in its sole discretion in case of the exercise of the Clean-Up Call Option, to the extent it still holds the Mortgage Receivables upon exercise by the Seller of the Clean-Up Call Option.

The proceeds of such sales shall be applied by the Issuer towards redemption of the Notes until fully redeemed.

All Mortgage Receivables which would be so repurchased by the Seller or the third party shall be repurchased for a price equal to the then Outstanding Principal Amount together with accrued interest due but unpaid (if any) up to the relevant date of such repurchase and reassignment and reasonable costs relating thereto (including any costs incurred by the Issuer in effecting and completing such repurchase and re-assignment), except that with respect to Defaulted Receivables, the purchase price shall be the lesser of (a) the sum of the Outstanding Principal Amount, together with accrued interest due but unpaid, if any, and any other amount due under the Mortgage Receivables up to the relevant date of such sale or repurchase and (b) an amount equal to (A) the value of the Mortgaged Assets as provided in an expert valuation report of less than six (6) months old, or (B) if no such expert valuation report is available, the most recent market value of the Mortgaged Assets as reflected in the relevant Contract Records, indexed in accordance with the price index published on www.statbel.fgov.be, or if not available, any other index representative of the residential real estate market in Belgium. (the “**Optional Repurchase Price**”).

(c) Definitions

For the purpose of these Conditions the following terms shall have the following meanings:

- (i) The “**Principal Amount Outstanding**” on any Monthly Payment Date of any Note shall be the principal amount of that Note upon issue less the aggregate amount of all Principal Redemption Amounts in respect of that Note that have become due and payable prior to such Monthly Payment Date.
- (ii) The term “**Notes Redemption Available Amount**” shall mean on any Monthly Calculation Date the sum of the following amounts referred to under items (A) up to and including (G), received or held by the Issuer during the immediately preceding Monthly Calculation Period:

- (A) by means of repayment and prepayment in full of principal under the Mortgage Receivables from any person, but, for the avoidance of doubt, excluding Prepayment Penalties, if any;
 - (B) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement and any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal;
 - (C) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Pledge Agreement to the extent such amounts relate to principal;
 - (D) as amounts to be credited to the Principal Deficiency Ledger under items (vi) and (viii) of the Interest Priority of Payments on the immediately succeeding Monthly Payment Date;
 - (E) as partial prepayment in respect of Mortgage Receivables;
 - (F) any part of the Notes Redemption Available Amount calculated on the immediately preceding Monthly Calculation Date which has not been applied towards redemption of the Notes on the preceding Monthly Payment Date; and
 - (G) any amount remaining in the Reserve Account after all amounts of interest and principal due in respect of the Notes have been paid in full and all payments or provisions of the Interest Priority of Payments ranking higher in priority have been made.
- (iii) The term “**Net Proceeds**” shall mean (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 any Insurance Policy, and (d) the proceeds of foreclosure on any other assets of the relevant debtor, after deduction of foreclosure costs.
 - (iv) The term “**Monthly Calculation Date**” means, in relation to a Monthly Payment Date, the fourth Business Day prior to such Monthly Payment Date.
 - (v) The term “**Monthly Calculation Period**” means a period of one (1) month commencing on, and including the first day of each month of each year.
- (d) Determination of Principal Redemption Amount and Principal Amount Outstanding
 - (i) On each Monthly Calculation Date, the Issuer shall determine (or cause the Administrator to determine) (x) the Principal Redemption Amount and (y) the Principal Amount Outstanding of the relevant Note on the first day of the next following Floating Rate Interest Period. Each determination by or on behalf of the Issuer of any Principal Redemption Amount or the Principal Amount Outstanding of a Note shall in each case (in the absence of manifest error) be final and binding on all persons.
 - (ii) The Issuer will cause each determination of a Principal Redemption Amount and Principal Amount Outstanding of the Notes to be notified forthwith to the Security Agent, the Domiciliary Agent, the Reference Agent, the Seller and the Swap Counterparty and will immediately cause notice of each determination of a Principal Redemption Amount and Principal Amount Outstanding to be given in accordance with Condition 4.13 by no later than 11.00 hrs (CET) on the 4th Business Day before the relevant Monthly Payment Date. If

no Principal Redemption Amount is due to be made on the Notes on any applicable Monthly Payment Date a notice to this effect will be given to the Noteholders in accordance with Condition 4.13.

- (iii) If the Issuer does not at any time for any reason determine (or cause the Administrator to determine) the Principal Redemption Amount or the Principal Amount Outstanding of a Note, such Principal Redemption Amount or such Principal Amount Outstanding shall be determined by the Administrator, failing which the Security Agent in accordance with the preceding paragraphs (but based upon the information in its possession as to the Notes Redemption Available Amount) and each such determination or calculation shall be deemed to have been made by the Issuer.

(e) Optional Redemption

Unless previously redeemed in full, on the Monthly Payment Date falling in May 2021 and on each Monthly Payment Date thereafter (each an “**Optional Redemption Date**”) the Issuer may, at its option, redeem all (but not some only) of the Notes at their Principal Amount Outstanding together with interest accrued but unpaid on such date. The Issuer shall notify the exercise of such option by giving not more than sixty (60) nor less than thirty (30) calendar days written notice to the Security Agent and the Noteholders in accordance with Condition 4.13, prior to the relevant Optional Redemption Date.

(f) Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer (which shall be under no obligation to do so) in whole, but not in part, on any Monthly Payment Date, at their Principal Amount Outstanding, together with interest accrued but unpaid up to and including the date of redemption, if any of the following circumstances arise:

- (i) if on the next Monthly Payment Date the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person would be required to deduct or withhold for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed by the Kingdom of Belgium (or any sub-division or authority thereof or therein) from any payment of principal or interest in respect of Notes held by or on behalf of any Noteholder who would, but for any amendment to, or change in, the tax laws or regulations of the Kingdom of Belgium (or of any sub-division or authority thereof or therein having power to tax) or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations after the Closing Date, have been a Tax Eligible Investor; or
- (ii) if on the next Monthly Payment Date, the Issuer, the Swap Counterparty or any other person would be required to deduct or withhold for or on account of any present or future taxes, duties assessments or governmental charges of whatever nature imposed by the Kingdom of Belgium (or any sub-division or authority thereof or therein), or any other sovereign authority having the power to tax, from any payment under the Swap Agreement; or
- (iii) if the total amount payable in respect of interest on any of the Mortgage Receivables ceases to be receivable by the Issuer due to withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature in respect of such payments; or
- (iv) if, after the Closing Date, the IIR Tax Regulations are changed or applied in a way materially adverse to the Issuer or would no longer apply to the Issuer;

by giving not more than sixty (60) nor less than thirty (30) calendar days written notice to the Noteholders and the Security Agent prior to the relevant Monthly Payment Date in accordance with Condition 4.13, provided that:

- (i) prior to giving any such notice, no Enforcement Notice has been served by the Security Agent in respect of any of the Notes;
- (ii) prior to giving such notice, the Administrator shall have provided to the Security Agent a certificate signed by two directors of the Issuer confirming that the Issuer will have on the Relevant Monthly Payment Date sufficient funds available to discharge all amounts of principal and interest due in respect of the Notes and any amounts required to be paid in priority to or *pari passu* with the Notes in accordance with the Interest or Principal Priority of Payment. The Notes may not be redeemed under such circumstances unless all Notes (or such of them as are then outstanding) are also redeemed in full at the same time; and
- (iii) the Security Agent is satisfied in its reasonable opinion, following such certification, that the Issuer is able to discharge such liabilities.

A “**Tax Eligible Investor**” includes all persons and organisations referred to in Article 4 of the *Koninklijk Besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing / Arrêté royal relatif à la perception et à la bonification du précompte mobilier* (Royal decree of 26 May 1994 on the deduction of withholding tax).

“**IIR Tax Regulations**” means the Belgian tax regulations introducing income tax, withholding tax, registration duty and VAT concessions for Belgian companies for investment in receivables (including the Issuer).

(g) Optional Redemption in case of Change of Law

In addition, on each Monthly Payment Date, the Issuer may at its option (but shall not be under any obligation to do so) redeem the Notes, in whole, but not in part, if there is a change in, or any amendment to the laws, regulations, decrees or guidelines of the Kingdom of Belgium (including in respect of EU legislation, regulations or guidelines implemented or applicable in the Kingdom of Belgium) or of any authority therein or thereof having legislative or regulatory powers or in the interpretation by a relevant authority or a court of, or in the administration of, such laws, regulations, decrees or guidelines after the Closing Date (a “**Change of Law**”) which would or could affect the Issuer or the Noteholders, as certified by the Security Agent, by giving not more than sixty (60) calendar days’ notice nor less than thirty (30) calendar days’ notice in accordance with Condition 4.13 prior to the relevant Monthly Payment Date, provided that:

- (i) prior to giving any such notice, no Enforcement Notice has been served by the Security Agent in respect of any of the Notes;
- (ii) prior to giving such notice, the Administrator shall have provided to the Security Agent a certificate signed by two directors of the Issuer confirming that the Issuer will have on the relevant Monthly Payment Date sufficient funds available to discharge all amounts of principal and interest due in respect of the Notes and any amounts required to be paid in priority to or *pari passu* with the Notes; and
- (i) the Security Agent is satisfied in its reasonable opinion, following such certification, that the Issuer is able to discharge such liabilities.

(h) Redemption for regulatory reasons

The Issuer shall redeem the Notes, in whole, but not in part, on any Monthly Payment Date, at their Principal Amount Outstanding together with interest accrued but unpaid up to and including the date of redemption, if the Seller exercises its Regulatory Call Option to repurchase the Mortgage Receivables upon the occurrence, on or after after the Closing Date, of a change (i) in the Basel Capital Accord promulgated by the Basel Committee on Banking Supervision (the “**Basel Accord**”), in the Basel II Capital Accord promulgated by the Basel Committee on Banking Supervision as set forth in the EU Capital Adequacy Directive 2006/49/EC, as amended and supplemented from time to time (the “**Basel II Accord**”) and as further amended recently (the “**Basel III Accord**”) or in the international, European or Belgian regulations, rules and instructions (the “**Bank Regulations**”) applicable to the Seller (including any change in the Bank Regulations enacted for purposes of implementing a change to the Basle Accord or the Basel II Accord or the Basel III Accord) or such a change in the manner in which the Basel Accord, the Basel II Accord or the Bank Regulations are interpreted or applied by the Basel Committee on Banking Supervision or by any relevant competent international, European or national body (including any relevant international, European or Belgian Central Bank or other competent regulatory or supervisory authority), in each case, which, in the opinion of the Seller, has the effect of adversely affecting the rate of return on capital of the Seller or increasing the cost or reducing the benefit to the Seller with respect to the transaction contemplated by the Notes or (ii) in the eligible collateral framework of the European Central Bank as result of which the Notes no longer qualify as eligible collateral for Eurosystem monetary policy purposes and intra-day credit operations by the Eurosystem (a “**Regulatory Change**”).

The Issuer shall notify the exercise of such option by giving not more than sixty (60) nor less than thirty (30) calendar days notice to the Noteholders and the Security Agent in accordance with Condition 4.13 prior to the relevant Monthly Payment Date. Prior to giving any such notice, the Issuer shall have provided to the Security Agent a certificate signed by two directors of the Issuer to the effect that it will have the funds, not subject to the interest of any other person, required to discharge all its liabilities in respect of the Notes and any amounts required to be paid in priority to or *pari passu* with the Notes in accordance with these Conditions.

(i) Optional Redemption in case of a Ratings Downgrade Event

On each Monthly Payment Date, the Issuer may at its option (but shall not be under any obligation to do so) redeem the Notes, in whole, but not in part, upon the occurrence of a downgrade of the Seller by a Rating Agency on or after the Closing Date as a result of which (i) the long-term, unsecured and unsubordinated debt obligations of the Seller cease to be rated as high as Baa3 by Moody’s or BBB- by Fitch or such rating is withdrawn; or (ii) the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Seller cease to be rated as high as F3 by Fitch or such rating is withdrawn (a “**Ratings Downgrade Event**”) by giving not more than sixty (60) calendar days’ notice in accordance with Condition 4.13 prior to the relevant Monthly Payment Date, provided that:

- (i) prior to giving any such notice, no Enforcement Notice has been served by the Security Agent in respect of any of the Notes;
- (ii) prior to giving such notice, the Administrator shall have provided to the Security Agent a certificate signed by two directors of the Issuer confirming that the Issuer will have on the relevant Monthly Payment Date sufficient funds available to discharge all amounts of principal and interest due in respect of the Notes and any amounts required to be paid in priority to or *pari passu* with the Notes; and
- (iii) the Security Agent is satisfied in its reasonable opinion, following such certification, that the Issuer is able to discharge such liabilities.

(j) Notice of Redemption

Any such notice as is referred to in Conditions 4.5(e), 4.5(f), 4.5. (g), 4.5(h) and 4.5(i) above shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes at their Principal Amount Outstanding together with interest accrued but unpaid up to and including the date of redemption.

(k) Purchase

The Issuer may not purchase Notes.

(l) Cancellation

All Notes redeemed in full pursuant to the foregoing provisions will be cancelled upon redemption and may not be resold or reissued.

4.6 Payment

- (a) On each date on which payment in respect of the Notes becomes due, the Issuer will transfer, or cause to be transferred, to the Domiciliary Agent in same day funds value the same date but not later than 12 am (Brussels time) for further distribution to the Noteholders (through the Securities Settlement System), an amount sufficient for the payment of principal, interest and other amounts (if any) in respect of the Notes as the same shall become due.

Upon receipt of such payment, the Securities Settlement System Operator shall cause the amounts due to the relevant Noteholders to be credited to the accounts of the Securities Settlement System Participants through which the Noteholders hold their Notes, who shall cause the same amounts to be credited to the Noteholder's accounts with such Securities Settlement System Participants.

- (b) Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto.
- (c) The initial Domiciliary Agent is KBC Bank NV and its initial specified office is at Havenlaan 2, 1080 Brussels. The Issuer reserves the right at any time to vary or terminate the appointment of the Domiciliary Agent and to appoint additional or other paying agents provided that no paying agent located in the United States of America will be appointed and for as long as the Notes are admitted to trading on Euronext Brussels, the Issuer will at all times maintain a paying agent in Belgium. Notice of any termination or appointment of a Domiciliary Agent and of any changes in the specified offices of the Domiciliary Agent will be given to the Noteholders in accordance with Condition 4.13.
- (d) If the due date for payment of any amount of principal or interest in respect of any Note is not a Business Day, such payment shall be due on the immediately succeeding Business Day without any further payments of additional amounts.

4.7 Prescription (*verjaring / prescription*)

Claims for the payment of principal or interest under the Notes shall become time barred ten or five years, respectively, after their relevant due date.

4.8 Taxation

- (a) All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature, unless the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person is required by applicable law to make any payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature (including

FATCA). In that event, the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or such other person (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer, the Securities Settlement System Operator, the Domiciliary Agent nor any other person will be obliged to gross up the payments in respect of the Notes or to make any additional payments to any Noteholders in respect of any such withholding or deduction.

- (b) The Security Agent, the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person being required to make a Tax Deduction shall not constitute an Event of Default.

4.9 Events of Default

- (a) The Security Agent
 - (i) may at its discretion; and
 - (ii) if (A) it shall have been directed to do so by an Extraordinary Resolution of the holders of the Notes then outstanding or (B) if it shall have been requested to do so by the holders of not less than fifty (50) per cent. in Principal Amount Outstanding of the Notes then outstanding and held by External Investors or (C) if it shall have been requested to do so by the holders of not less than ten (10) per cent in Principal Amount Outstanding of the Notes then outstanding (subject to being indemnified to its satisfaction for all its liabilities and expenses) shall be bound,

declare the Notes to be due and payable following the occurrence and continuation of an Event of Default by giving notice (an “**Enforcement Notice**”) to the Issuer, the Rating Agencies, the Servicer and the Administrator that the Notes are, and each Note shall become immediately due and payable at their or its Principal Amount Outstanding, together with accrued interest as provided in these Conditions and the Pledge Agreement **provided**, in the case of the occurrence of any of the events mentioned in paragraphs (ii) to (vi) below, that the Security Agent shall have certified in writing to the Issuer that such an event is, in its opinion, materially prejudicial to the Noteholders Notes then outstanding.

Each of the following events is an “**Event of Default**”:

- (i) the Issuer fails to pay any amount of principal in respect of the Notes on or within thirty-one (31) calendar days of the due date for payment of such principal or, fails to pay any amount of interest in respect of the Notes on or within thirty-one (31) calendar days of the due date for payment of such interest, provided that, for the avoidance of doubt, any suspension of payments of interest in accordance with Condition 4.1(b) shall not constitute an Event of Default; or
- (ii) the Issuer defaults in the performance or observance of any of its other obligations or is in breach of any of its representations or warranties under or in respect of the Notes or the other Transaction Documents and such default or breach (a) is, in the opinion of the Security Agent, incapable of remedy or (b) being a default or breach which is, in the opinion of the Security Agent, capable of remedy, remains unremedied for thirty (30) calendar days or such longer period as the Security Agent may agree after the Security Agent has given written notice of such default or breach to the Issuer (save that if the Issuer fails to comply with the order of the Priority of Payments prior to the service of an Enforcement Notice (as set out in Condition 4.2 (c)), such period being reduced to fifteen (15) calendar days to rectify any technical errors); or

- (iii) an order being made or an effective resolution being passed for the winding up (*ontbinding / dissolution*) of the Issuer except a winding up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by the Security Agent in writing or by an Extraordinary Resolution of the Noteholders; or
- (iv) the Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in sub paragraph (iii) above, ceasing or, through an official action of the Board of Directors of the Issuer, threatening to cease to carry on business or the Issuer being unable to pay its debts allocated to Compartment Home Loan Invest 2016 as and when they fall due or the value of its assets allocated to Compartment Home Loan Invest 2016 falling to less than the amount of its liabilities allocated to Compartment Home Loan Invest 2016 or otherwise becomes insolvent; or
- (v) proceedings are initiated against or by the Issuer under any applicable liquidation, insolvency or other similar law including the Law on Bankruptcies of 8 August 1997 (*Faillissementswet / Loi sur les faillites*) and the Law on the continuity of enterprises of 31 January 2009 (*Wet betreffende de continuïteit van de ondernemingen / Loi relative à la continuité des entreprises*), as applicable, or an administrative receiver or other receiver, administrator or other similar official (including an ad hoc administrator (*voorlopig bewindvoerder / administrateur provisoire*) and an enterprise mediator (*ondernemingsbemiddelaar / médiateur d'entreprise*)) has been appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer or a notice of demand (*bevel tot betalen/commandement de payer*) is notified to the Issuer under Articles 1499 or 1564 of the Judicial Code (*Gerechtelijk Wetboek / Code judiciaire*) or distraint (*uitvoerend beslag / saisie exécutoire*) is carried out in respect of the whole or any substantial part of the undertaking or assets allocated to Compartment Home Loan Invest 2016 of the Issuer and in any of the foregoing cases it shall not be discharged within thirty (30) Business Days; or
- (vi) any action is taken by any authority, court or tribunal, which results in the loss of the Issuer of its status as an *institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge* or which in the reasonable opinion of the Security Agent, after consultation with the Issuer and the Administrator, is very likely to result in the loss of such status and would adversely affect the Transaction.

(b) General

Each of the Noteholders agrees with the Issuer and the Security Agent that all obligations of the Issuer to the Noteholders and all other Secured Parties are limited in recourse such that only the Pledged Assets allocated to Compartment Home Loan Invest 2016 will be available to meet the claims of the Noteholders and the other Secured Parties. In the event that the Security Interests in respect of the Notes have been fully enforced and the proceeds of such enforcement, after payment of all other claims ranking under the Pledge Agreement in priority to the relevant Notes are insufficient to pay in full all principal and interest and other amounts whatsoever due in respect of the Notes, the Noteholders shall have no further claim against the Issuer or the Security Agent in respect of any such unpaid amounts.

4.10 Enforcement

(a) Enforcement of the Security Interests

- (i) At any time after the Notes have become due and repayable, the Security Agent may, at its discretion and without further notice, take such steps and proceedings against the Issuer as it

may think fit to enforce the Security Interests and to enforce repayment of the Notes together with payment of accrued interest, but it shall not be bound to take any such proceedings unless (a) (i) it shall have been directed to do so by an Extraordinary Resolution of the holders of the Notes then outstanding; or (ii) it shall have been requested to do so by the holders of not less than fifty (50) per cent. in Principal Amount Outstanding of the Notes then outstanding and held by External Investors; or (iii) it shall have been requested to do so by the holders of not less than ten (10) per cent in Principal Amount Outstanding of the Notes then outstanding; and (b) it shall have been indemnified or secured to its satisfaction for all expenses and liabilities to which it may become or which it may incur.

- (ii) Only the Security Agent may enforce the Security Interests and no other Secured Party shall be entitled to enforce such security or proceed against the Issuer to enforce the performance of any of the provisions of the Pledge Agreement, unless the Security Agent, having become bound to take such steps as provided in the Pledge Agreement, fails to do so within a reasonable period (thirty (30) days being deemed for this purpose to be a reasonable period) and such failure shall be continuing. The Security Agent shall have regard to the Noteholders as a class.
 - (iii) The Security Agent cannot, while any of the Notes are outstanding, be required to enforce the Security Interests at the request of any Secured Party other than the Noteholders.
 - (iv) If an Enforcement Notice has been delivered by the Security Agent, the Issuer will not be entitled to dispose of the Mortgage Receivables.
- (b) Enforcement of other obligations of the Issuer – non-petition
- (i) As representative of the Noteholders and of the other Secured Parties, only the Security Agent may pursue the remedies available under general law or under the Transaction Documents against the Issuer and the Pledged Assets and, other than as permitted in this Condition 4.10, no Secured Party (other than the Security Agent) shall be entitled to proceed directly against the Issuer and the Pledged Assets.
 - (ii) Without prejudice to Condition 4.10(a), each Secured Party has agreed in the Pledge Agreement that:
 - (A) none of the Secured Parties, other than the Security Agent, (nor any person on their behalf) are entitled, otherwise than as permitted by the Transaction Documents, to direct the Security Agent to take any proceedings against the Issuer or take any proceedings against the Issuer unless the Security Agent, having become bound to serve an Enforcement Notice or having been requested in writing or directed by a resolution of the Noteholders in accordance with Conditions 4.10(a) to take any other action to enforce its rights under the Notes and under the other Transaction Documents (such obligations a “**Security Agent Action**”), fails to do so within thirty (30) calendar days of becoming so bound and that failure is continuing (in which case each of the Secured Parties shall (subject to (C) and (D) below) be entitled to take any such steps and proceedings as it shall deem necessary in respect of, the Issuer);
 - (B) no Secured Party (nor any person on its behalf), other than the Security Agent, shall have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to any of such Secured Parties, unless the Security Agent, having become bound to take a Security Agent Action, fails to do so within thirty (30) calendar days of becoming so bound and that failure is continuing (in which case each of the Secured Parties shall

(subject to (C) and (D) below) be entitled to take any such steps and proceedings as it shall deem necessary in respect of the Issuer);

- (C) until the date falling one year after the latest maturing Note is paid in full, none of the Secured Parties, including the Security Agent, (or any person acting on their behalf) shall initiate or join any person in initiating any Bankruptcy Event or the appointment of any Bankruptcy Official in relation to the Issuer or any of its Compartments;
- (D) no Secured Party, including the Security Agent, nor any person on their behalf, shall be entitled to take or join in the taking of any steps or proceedings which would result in the applicable priority of payments under the Pledge Agreement not being observed; and
- (E) no Secured Party (nor any person on its behalf), other than the Security Agent, shall seek to prevent the Security Agent from exercising its powers and discretions under or pursuant to the Pledge Agreement (or any other Transaction Document), unless in the circumstances where they would be entitled to take direct action against the Issuer in accordance with the paragraphs (A) or (B) above.

“Bankruptcy Event” in respect of a person means: (a) such person is unable or admits its inability to pay its debts as they fall due, or suspends making payments on any of its debts or is otherwise insolvent; or (b) the value of the assets of such person is less than the amount of its liabilities, taking into account its contingent and prospective liabilities; or (c) a moratorium is declared in respect of any indebtedness of such person; or (d) the commencement of negotiations with one or more creditors of such person with a view to rescheduling any indebtedness of such person; or (e) any corporate action, legal proceedings or other procedure or step is taken in relation to: (i) the appointment of a Bankruptcy Official in relation to such person or in relation to the whole or any part of the undertaking or assets of such person; or (ii) any official or representative (excluding, in relation to the Issuer, by the Security Agent) taking possession of the whole or any part of the undertaking or assets of such person; or (iii) the making of an arrangement, or compromise, (whether by way of voluntary arrangement, scheme of arrangement or otherwise) with any creditor of such person, a reorganisation of such person, a conveyance to or assignment for the creditors of such person generally or the making of an application to a court of competent jurisdiction for protection from the creditors of such person generally, including without limitation a bankruptcy (*faillissement / faillite*) and a judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*); or (iv) any distress, execution, attachment or other process being levied or enforced or imposed upon or against the whole or any part of the undertaking or assets of such person (excluding, in relation to the Issuer, by the Security Agent); or (f) any procedure or step is taken, or any event occurs, analogous to those set out in (a) to (e) above, in any jurisdiction.

“Bankruptcy Official” means, in relation to a person, a liquidator, (except, in the case of the Issuer, a liquidator appointed for the purpose of a merger, reorganisation or amalgamation the terms of which have previously been approved either in writing by the Security Agent or by an Extraordinary Resolution of the Noteholders of the Notes then outstanding), provisional liquidator, administrator, administrative receiver, receiver, manager, compulsory or interim manager, nominee, supervisor, trustee, trustee in bankruptcy, conservator, guardian or other similar officer in respect of such company or in respect of any arrangement, compromise or composition with any creditors or any equivalent or analogous officer under the law of any jurisdiction.

4.11 The Security Agent

(a) Appointment

The Security Agent has been appointed by the Issuer as representative of the Noteholders in accordance with Article 271/12 of the UCITS Act and as irrevocable attorney (*mandataris / mandataire*) of the other Secured Parties, in each case upon the terms and conditions set out in the Pledge Agreement and herein.

(b) Powers, authorities and duties

The Security Agent, acting in its own name and on behalf of the Secured Parties shall have the power:

- (i) to accept the Security Interests on behalf of the Noteholders and the other Secured Parties;
- (ii) upon service of an Enforcement Notice, to proceed against the Issuer to enforce the performance of the Transaction Documents and to enforce the Security Interests on behalf of the Secured Parties;
- (iii) to collect all proceeds in the course of enforcing the Security Interests;
- (iv) to apply or to direct the application of the proceeds of enforcement in accordance with the Conditions and the provisions of the Pledge Agreement;
- (v) to instruct the Domiciliary Agent (or any substitute domiciliary agent appointed in accordance with the provisions of the Agency Agreement) to open a bank account with an Eligible Institution for the purposes of depositing the proceeds of enforcement and to give all directions to the Eligible Institution and/or the Domiciliary Agent (or its substitute) to administer such account, and to receive a power of attorney given by the Domiciliary Agent to administer such account;
- (vi) to exercise all other powers and rights and perform all duties given to the Security Agent under the Transaction Documents; and
- (vii) generally, to do all things necessary in connection with the performance of such powers and duties.

“**Eligible Institution**” means a credit institution within the meaning of the Belgian law of 25 April 2014 on credit institutions.

The Security Agent may delegate the performance of any of the foregoing powers to any persons (including any legal entity) whom it may designate. Notwithstanding any sub-contracting or delegation of the performance of its obligations under the Pledge Agreement, the Security Agent shall not thereby be released or discharged from any liability hereunder and shall remain responsible for the performance of the obligations of the Security Agent under the Pledge Agreement and shall be jointly and severally liable for the performance or non-performance or the manner of performance of any sub-contractor, agent or delegate and such sub-contracting or delegation shall not affect the Security Agent’s obligations under the Pledge Agreement.

The Security Agent has also been appointed as irrevocable agent (*mandataris / mandataire*) of the Secured Parties (other than the Noteholders). In relation to any duties, obligations and responsibilities of the Security Agent to these other Secured Parties in its capacity as agent of these other Secured Parties in relation to the Pledged Assets and under or in connection with the

Transaction Documents, the Security Agent and these other Secured Parties agree and the Issuer concurs, that the Security Agent shall discharge these duties, obligations and responsibilities by performing and observing its duties, obligations and responsibilities as representative of the Noteholders in accordance with the provisions of the Pledge Agreement, the Transaction Documents and the Conditions.

The Security Agent may in accordance with Clause 10.5 of the Pledge Agreement serve a Protection Notice as a result of which no payments shall be made from the Transaction Accounts without the prior consent of the Security Agent, provided that such will not alter the relevant Priority of Payments.

(c) Variations

The Security Agent may on behalf of the Noteholders and without the consent of the Noteholders or the other Secured Parties at any time and from time to time, concur with the Issuer or any other person in making any modification:

- (i) to the Transaction Documents which in the opinion of the Security Agent is of a formal, minor, or technical nature or is to correct a manifest error or to comply with the mandatory provisions of Belgian law; or
- (ii) to the Transaction Documents which in the opinion of the Security Agent is not materially prejudicial to the interests of the Noteholders, provided that such modification will have no adverse impact on the then current rating assigned to the Notes (it being understood that the fact that the then current rating of the Notes will not be adversely affected does not address whether such modification is in the best interest of, or prejudicial to, some or all of the Noteholders),

it being understood that any modification of a Transaction Document must be approved by each party thereto.

Any such modification shall be binding on the Noteholders.

In no event may such modification be a Basic Terms Modification (as defined in Condition 4.12). The Security Agent shall not be bound to give notice to Noteholders of any modifications to the Transaction Documents agreed pursuant to this paragraph. The Issuer shall cause notice of any such modification to be given to the Rating Agencies, the Administrator, the Servicer and the Domiciliary Agent.

If, in the Security Agent's opinion it is not sufficiently established that the proposed amendment or variation can be approved by it in accordance with this paragraph, it will determine in its full discretion whether to submit the proposal to a duly convened meeting of Noteholders or to refuse the proposed amendment or variation.

(d) Waivers

The Security Agent may, without the consent of the Noteholders and the other Secured Parties or the Issuer, without prejudice to its right in respect of any further or other breach, condition, event or act from time to time and at any time, but only if and in so far as in its opinion the interests of Noteholders will not be materially prejudiced thereby, (i) authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Pledge Agreement, the Notes or any of the Transaction Documents, or (ii) determine that any breach, condition, event or act which constitutes (and/or which, with the giving of notice or the lapse of time and/or the Security Agent

making any relevant determination and/or issuing any relevant certificate would constitute) but for such determination, an Event of Default shall not, or shall not subject to specified conditions, be treated as such for the purposes of the Pledge Agreement. Any such authorisation, waiver or determination pursuant to this clause shall be binding on the Noteholders and if, but only if, the Security Agent shall so require, notice thereof shall be given to the Noteholders and the Rating Agencies.

(e) Reliance

In determining whether or not any power, trust, authority, duty or discretion or any change, event or occurrence under or in relation to the Conditions or any of the Transaction Documents will be materially prejudicial to the interests of Noteholders, the Security Agent shall be able to rely on, and act on any advice or opinion of or any certificate obtained from a valuer, accountant, banker, broker, securities company or other company other than the Rating Agencies whether obtained by itself or the Issuer and it shall not be liable for any loss occasioned by such action, save where such loss is due to its Gross Negligence, wilful misconduct or fraud. Concurrently, the Security Agent may, along with any other relevant factors, have regard for whether the Rating Agencies have confirmed that the then current rating of the Notes, would not be adversely affected by such change, event or occurrence. The fact that the current ratings of the Notes would not be adversely affected shall not be construed to mean that any such exercise, change, event or occurrence is not materially prejudicial to the interests of the Noteholders.

(f) Conflicts of interest

In connection with the exercise of its powers, authorities and discretions, the Security Agent shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequence of such exercise for individual Noteholders.

The Security Agent shall take account of the interests of the Secured Parties to the extent that there is no conflict amongst them. To the extent that:

- (i) an actual conflict exists or is likely to exist between the interests of the Secured Parties in relation to any material action, decision or duty of the Security Agent under or in relation to the Pledge Agreement and the Conditions; and
- (ii) any of the Transaction Documents and the Conditions give the Security Agent a material discretion in relation to such action, decision or duty;

the Security Agent shall always have regard to the interests of the Noteholders in priority to the interests of the other Secured Parties.

For so long as there are any Notes outstanding, the Security Agent is to have regard solely to the interests of the Noteholders if, in the Security Agent's opinion, there is a conflict between the interests of (a) the Noteholders and (b) any other Secured Parties.

Further, to the extent that:

- (A) an actual conflict exists or is likely to exist between the interests of the Issuer, the Secured Parties and the interests of KBC Bank NV in its capacity as Seller in relation to any material action, decision or duty of the Security Agent under or in relation to the Pledge Agreement and any other Transaction Document; and
- (B) the Pledge Agreement and any other Transaction Document gives the Security Agent a material discretion in relation to such action, decision or duty;

then the Security Agent shall have regard to the interests of the Issuer and the Secured Parties (other than KBC Bank NV in its capacity as Seller) in priority to the interests of the Seller.

(g) Replacement of the Security Agent

The Noteholders shall be entitled to terminate the appointment of the Security Agent by an Extraordinary Resolution notified to the Issuer and the Security Agent, provided that:

- (i) in the same resolution a substitute security agent is appointed; and
- (ii) such substitute security agent meets all legal requirements to act as security agent and common representative and accepts to be bound by the terms of the Transaction Documents in the same way as its predecessor.

If any of the following events (each a “**Common Representative Termination Event**”) occurs, namely:

- (i) an order is made or an effective resolution is passed for the dissolution (*ontbinding / dissolution*) of the Security Agent except a dissolution (*ontbinding / dissolution*) for the purpose of a merger where the Security Agent remains solvent; or
- (ii) the Security Agent ceases or threatens to cease to carry on its business or a substantial part of its business or stops payment or threatens to stop payment of its debts or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent; or
- (iii) the Security Agent defaults in the performance or observance of any of its material covenants and obligations under the Pledge Agreement or any other Transaction Document and (except where such default is incapable of remedy, when no such continuation and/or notice shall be required) such default continues unremedied for a period of thirty (30) Business Days after the earlier of the Security Agent becoming aware of such default and receipt by the Security Agent of written notice from the Issuer requiring the same to be remedied; or
- (iv) the Security Agent becomes subject to any bankruptcy (*faillissement / faillite*), judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*), as applicable, or other insolvency procedure under applicable laws; or
- (v) the Security Agent is unable to perform its material obligations under the Pledge Agreement for a period of twenty (20) Business Days by circumstances beyond its reasonable control or *force majeure*; or
- (vi) the Security Agent no longer meets the conditions set out in the UCITS Act and any implementing royal decrees containing the requirements for the appointment of an agent for Noteholders in accordance with Article 271/12 of the UCITS Act;

then the Issuer shall by notice in writing terminate the powers delegated to the Security Agent under the Pledge Agreement and the Transaction Documents with effect from a date (not earlier than the date of the notice) specified in the notice and appoint a substitute security agent selected by the Issuer which shall act as security agent until a new security agent is appointed by the general meeting of Noteholders which shall promptly be convened by the Issuer. Upon such selection being made and notified by the Issuer to the Secured Parties in a way deemed appropriate by the Issuer all rights and powers granted to the company then acting as Security Agent shall terminate and shall

automatically be vested in the substitute security agent so selected. All references to the Security Agent in the Transaction Documents shall where and when appropriate be read as references to the substitute security agent as selected and upon vesting of rights and powers pursuant this clause.

Such termination shall also terminate the appointment and power of attorney by the other Secured Parties. The other Secured Parties hereby irrevocably agree that the substitute security agent shall from the date of its appointment act as attorney (*mandataris / mandataire*) of the other Secured Parties on the terms and conditions set out in these Conditions and the Transaction Documents.

The Security Agent shall not be discharged from its responsibilities under the Pledge Agreement until a suitable substitute security agent, which has been accepted by the Issuer and the Noteholders (such approval not being unreasonably withheld) is appointed.

(h) Accountability, Indemnification and Exoneration of the Security Agent

If so requested in advance by the board of directors of the Issuer, the Security Agent shall report to the general meeting of Noteholders on the performance of its duties under the Pledge Agreement and the Transaction Documents provided such request is notified by registered mail no later than ten (10) Business Days prior to the relevant general meeting of Noteholders. The board of directors of the Issuer shall require such report if so requested by those Noteholders who have requested that such general meeting be convened.

The Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Security Agent and providing for its indemnification in certain circumstances, including provisions relieving the Security Agent from taking enforcement proceedings or enforcing the Security Interests unless indemnified to its satisfaction.

The Security Agent shall not be liable to the Issuer or any of the Secured Parties (other than the Security Agent) in respect of any loss or damage which arises out of the exercise, or the attempted exercise of, or the failure to exercise any of its powers or any loss resulting there from, except that the Security Agent shall be liable for such loss or damage that is caused by its Gross Negligence, wilful misconduct or fraud.

The Security Agent shall not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Pledged Assets, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of the Servicer or any agent or related company of the Servicer or by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Security Agent.

The Security Agent shall have no liability for any breach of or default under its obligations under the Transaction Documents if and to the extent that such breach is caused by any failure on the part of the Issuer, any of the Secured Parties (other than the Security Agent) to duly perform any of their material obligations under any of the Transaction Documents. In the event that the Security Agent is rendered unable to duly perform its obligations under the Transaction Documents by any circumstances beyond its control (*overmacht / force majeure*), the Security Agent shall not be liable for any failure to carry out its obligations under the Transaction Documents which are thus affected by the event in question and, for so long as such circumstances continue, its obligations under the Transaction Documents which are thus affected will be suspended without liability for the Security Agent.

The Security Agent shall not be responsible for monitoring the compliance by any of the other parties (including the Issuer and the Servicer) with their obligations under the Transaction Documents. The Security Agent may, until it has actual knowledge or express notice to the contrary, assume the Issuer and the Servicer are observing and performing all their obligations under any of

the Transaction Documents and in any notices or acknowledgements delivered in connection with any such Transaction Documents.

The Security Agent shall not be responsible for ensuring that any Security Interest is created by, or continues to be managed by, the Issuer, the Security Agent, or any other person in such a manner as to create or maintain sufficient control to obtain the type of Security Interest described in the Pledge Agreement in relation to the assets of the Issuer which are purported to be secured thereby, provided that it complies with the provisions of the Transaction Documents.

Except if such meeting is convened by the Security Agent, but only to the extent that any defect has arisen directly from the Security Agent's Gross Negligence, wilful misconduct or fraud, the Security Agent shall not be liable for acting upon any resolution purporting to have been passed at any meeting of the Noteholders in respect whereof minutes have been made and signed even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or passing of the resolution or that for any reason the resolution was not valid or binding upon such Noteholders.

If the Security Agent has acted upon such resolution, each Noteholder shall forthwith on demand indemnify the Security Agent for its *pro rata* share in any liability, loss or expense incurred or expected to be incurred by the Security Agent in any way relating to or arising out of its acting as Security Agent in respect of that resolution, except to the extent that the liability or loss arises directly from the Security Agent's Gross Negligence, wilful misconduct or fraud. The liability shall be divided between the Noteholders *pro rata* according to the respective Principal Amount Outstanding of the Notes held by each of them respectively.

(i) Instructions and indemnity

The Security Agent shall not be bound to take any action under its powers or duties other than those referred to in paragraph (i), (iii) and (v) of Condition 4.11(b) and Condition 4.11(c) unless:

- (A) it shall have been directed to do so by an Extraordinary Resolution of the holders of the Notes then outstanding; or it shall have been requested to do so by the holders of not less than fifty (50) per cent. in Principal Amount Outstanding of the Notes then outstanding and held by External Investors; or it shall have been requested to do so by the holders of not less than ten (10) per cent in Principal Amount Outstanding of the Notes then outstanding; and
- (B) it shall in all cases have been indemnified to its satisfaction against all liability, proceedings, claims and demands to which it may be or become liable and all costs, charges and expenses which may be incurred by it in connection therewith, save where these are due to its own Gross Negligence, wilful misconduct or fraud.

Whenever the interests of the Noteholders are or can be affected in the opinion of the Security Agent, the Security Agent may – if indemnified to its satisfaction - take legal action on behalf of the Noteholders and represent the Noteholders in any insolvency proceeding and any other legal proceedings initiated against the Issuer or any other party to a Transaction Document.

The Security Agent can under no circumstances, including the situation wherein Noteholders' instruction or approval cannot be obtained for whatever reason, be required to act without it being remunerated and indemnified or secured to its satisfaction.

The Security Agent shall be indemnified by the Issuer and held harmless, in respect of any and all liabilities and expenses incurred by it or by anyone appointed by it or to whom any of its functions may be delegated by it in carrying out its functions.

(j) Parallel Debt

In the Parallel Debt Agreement the Issuer will irrevocably and unconditionally undertake to pay to the Security Agent an amount equal to the aggregate amount due (*verschuldigd / dû*) by the Issuer (the “**Parallel Debt**”):

- (i) to the Noteholders under the Notes;
- (ii) as expenses or other amounts to the Issuer Directors under the Issuer Management Agreements;
- (iii) as fees and expenses to the Servicer under the Issuer Services Agreement;
- (iv) as fees and expenses to the Administrator under the Issuer Services Agreement;
- (v) as fees and expenses to the Corporate Services Provider under the Issuer Services Agreement;
- (vi) as fees and expenses to the Domiciliary Agent, the Reference Agent and the Listing Agent under the Agency Agreement;
- (vii) to the Swap Counterparty under the Swap Agreement, excluding the return of Excess Swap Collateral;
- (viii) the Account Bank under the Account Bank Agreement;
- (ix) to the Seller under the Mortgage Receivables Purchase Agreement; and
- (x) to the Subordinated Loan Provider under the Subordinated Loan Agreement and the Expenses Subordinated Loan Agreement.

(together the “**Secured Parties**”).

The Parallel Debt constitutes a separate and independent obligation of the Issuer and constitutes the Security Agent’s own separate and independent claim to receive payment of the Parallel Debt from the Issuer. Upon receipt by the Security Agent of any amount in payment of the Parallel Debt, the payment obligations of the Issuer to the Secured Parties shall be reduced by an amount equal to the amount so received.

To the extent that the Security Agent irrevocably and unconditionally receives any amount in payment of the Parallel Debt, the Security Agent shall distribute such amount among the Secured Parties in accordance with the Priority of Payments upon Enforcement. The amounts due to the Secured Parties, will be the sum of:

- (A) amounts recovered by it on the Mortgage Receivables and the other Pledged Assets; and
- (B) the amounts received in connection with the Pledge Agreement and penalty provided in the Mortgage Receivables Purchase Agreement insofar such penalty relates to the Mortgage Receivables and the other Pledged Assets; and
- (C) the *pro rata* part of amounts received from any of the Secured Parties, as received or recovered by any of them pursuant to the Parallel Debt Agreement;

- (D) **less** any amounts already paid by the Security Agent to the Secured Parties pursuant to the Pledge Agreement, and
- (E) **less** the *pro rata* part of the costs and expenses of the Security Agent (including, for the avoidance of doubt, any costs of, *inter alia*, the Rating Agencies and any legal advisor, auditor or accountant appointed by the Security Agent).

4.12 Meetings of Noteholders, Modifications and Waivers

The Articles 568 to 580 of the Company Code (*Wetboek van vennootschappen / Code des sociétés*) shall only apply to the extent that the Conditions, the articles of association of the Issuer or the Transaction Documents do not contain provisions which differ from the provisions contained in such articles.

The Pledge Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting the interests of Noteholders, including proposals by Extraordinary Resolution to modify, or to sanction the modification of the Notes (including these Conditions) or the provisions of any of the Transaction Documents.

Any resolution passed at a meeting of the Noteholders duly convened and held in accordance with the Conditions shall be binding upon all the Noteholders whether present or not present at such meeting and whether or not voting, provided that no Basic Terms Modification shall be effective unless the modification is approved by an Extraordinary Resolution in accordance with the rules set out in the Pledge Agreement for approving a Basic Terms Modification, except that if the Security Agent is of the opinion that such Basic Terms Modification is being proposed by the Issuer as a result of, or in order to avoid an Event of Default, no such Extraordinary Resolution is required. For the avoidance of doubt, any modification (regardless of whether such modification is a Basic Terms Modification or not), shall require the consent of the Issuer.

The Board of Directors of the Issuer or the Auditors for the time being of the Issuer may at any time or upon a request in writing of (i) Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the Notes for the time being outstanding, (ii) Noteholders holding not less than fifty (50) per cent. of the Principal Amount Outstanding of the Notes for the time being outstanding and held by External Investors, or (iii) the Security Agent (subject to its being indemnified to its satisfaction against all costs and expenses thereby occasioned), shall convene a general meeting of the Noteholders.

Any variation, modification, abrogation, cancellation or waiver of certain terms, including the date or priority of redemption of any of the Notes, any modification which would have the effect of postponing any day for payment of interest thereon, reducing or cancelling the amount of principal payable in respect of the Notes or the rate of interest applicable thereto or altering the currency of payment thereof or of the majority required to pass an Extraordinary Resolution or altering the definition of an Event of Default, or altering the Security Agent's duties in respect of the Security Interests is referred to herein as a "**Basic Terms Modification**".

The quorum at any meeting of Noteholders for passing an Extraordinary Resolution (other than where the business of such meeting includes the proposal of a Basic Terms Modification (as defined above)) will be one or more persons holding or representing over fifty (50) per cent. of the Principal Amount Outstanding of the Notes then outstanding or at any adjourned meeting one or more persons being or representing Noteholders (as the case may be) whatever the Principal Amount Outstanding of the Notes then outstanding so held or represented and no business (other than the choosing of a chairman) shall be transacted at any such meeting unless the requisite quorum be present at the commencement of business. The quorum at any meeting of Noteholders for passing an Extraordinary Resolution in respect of a Basic Terms Modification shall be (i) one or more persons holding or

representing not less than seventy-five (75) per cent. of the Principal Amount Outstanding of the Notes then outstanding and (ii) if any of the Notes are being held by External Investors, one or more persons holding or representing not less than seventy-five (75) per cent. of the Principal Amount Outstanding of the Notes then outstanding and held by such External Investors or, at any adjourned meeting, (i) one or more persons representing not less than twenty-five (25) per cent. of the Principal Amount Outstanding of the Notes then outstanding and (ii) if any of the Notes are being held by External Investors, one or more persons representing not less than twenty-five (25) per cent. of the Principal Amount Outstanding of the Notes then outstanding and held by External Investors.

“External Investors” means any person or entity other than (i) the Issuer, (ii) the Seller or (iii) any Affiliated Entity of the Issuer or the Seller.

“Affiliated Entity” means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

“Subsidiary” means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

“Holding Company” of any other person, means a person in respect of which that other person is a Subsidiary.

The majority required for an Extraordinary Resolution shall be (i) seventy-five (75) per cent. of the votes cast on that resolution and (ii) if any of the Notes are being held by External Investors, seventy-five (75) per cent. of the votes cast with respect to Notes held by External Investors, whether on a show of hands or a poll.

The majority for every resolution other than an Extraordinary Resolution shall be a simple majority.

At any general meeting (a) on a show of hands every Noteholder (being an individual) who is present in person and produces a block voting certificate with respect to a Note or is a proxy shall have one vote and (b) on a poll, every person who is so present shall have one vote in respect of each EUR 250,000 in Principal Amount Outstanding of Notes so represented by the block voting certificate so produced or in respect of which that person is a proxy.

The Seller and the Issuer shall, and will cause any Affiliated Entity of the Issuer or the Seller to, indicate their identity on each block voting certificate or proxy. The Security Agent may request Noteholders to identify themselves for the purpose of determining whether they are External Investors.

The Issuer may with the consent of the Security Agent and without the consent of the Noteholders prescribe such other or further regulations regarding the holding of meetings of Noteholders and attendance and voting thereat as are necessary to comply with Belgian law.

4.13 Notice to Noteholders

All notices, other than notices given in accordance with the next paragraphs to the Noteholders shall be deemed to have been duly given if a notice in English, Dutch and French is published in a leading daily newspaper with general circulation in Belgium (which is expected to be *L’Echo* and *De Tijd*). If any such publication is not practicable, publication may be in another leading newspaper printed in the relevant language having general circulation in Europe (which is expected to be the *Financial Times*) or Belgium, as the case may be, previously approved in writing by the Security Agent. Notices of meetings of Noteholders shall in addition be published in the *Belgisch Staatsblad* /

Moniteur belge (the “**Belgian Official Gazette**”). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required in one of the newspapers referred to above. Notices of meetings of Noteholders shall be published once at least fifteen (15) calendar days before the date of the meeting, but the Security Agent shall not be responsible for any failure to comply with such publication requirements if nevertheless any meeting of Noteholders is duly convened and held in accordance with the Company Code, Condition 4.12 hereof and the relevant provisions contained in the Pledge Agreement.

Notices to the Noteholders of the availability of the reports and of meetings of Noteholders will also be given by delivery of the relevant notice to the Securities Settlement System Operator for communication by it to the relevant account holders. No notifications in any such form will be required for convening meetings of Noteholders if all Noteholders have been identified and have been given an appropriate notice by registered mail.

Notices specifying a Monthly Payment Date, a Floating Rate of Interest, an Interest Amount, a Principal Redemption Amount (or absence thereof) or a Principal Amount Outstanding or relating generally to payment dates, payments of interest, interest rates, repayments of principal and other relevant information with respect to the Notes shall be deemed to have been duly given if the information contained in such notice appears on the relevant page of Bloomberg or such other medium for the electronic display of data as may be approved by the Security Agent and notified to the Noteholders (the “**Relevant Screen**”) at least two (2) Business Days before a Monthly Payment Date. Any such notice shall be deemed to have been given on the first date on which such information appeared on the Relevant Screen or if it is impossible or impracticable to give notice in accordance with this paragraph then notice of the matters referred to in this Condition shall be given in accordance with the preceding paragraph. Such notices may also be distributed by the Arranger or the Security Agent to the extent the Noteholders have been identified.

4.14 Governing Law

The Notes and all Transaction Documents other than the documents set out hereafter are governed by, and should be construed in accordance with, Belgian law.

The Swap Agreement is governed by, and should be construed in accordance with, English law.

The courts of Brussels, Belgium are to have jurisdiction to settle any dispute which may arise out of or in connection with the Notes and the Transaction Documents, including the Swap Agreement.

PURCHASE AND SALE

KBC Bank NV (the “**Manager**”) has pursuant to a subscription agreement to be dated on or about 27 April 2016, entered into between the Manager and the Issuer and the Seller (the “**Subscription Agreement**”) agreed with the Issuer, subject to certain conditions, to subscribe and pay for or to procure subscription and payment for the Notes at their respective issue prices. KBC Bank NV may acquire a substantial part of the Notes, which may result in KBC Bank NV holding a participation exceeding seventy-five (75) per cent. of the Principal Amount Outstanding of the Notes. In addition, Affiliated Entities of KBC Bank NV may also subscribe to the Notes. The Issuer has agreed to pay certain fees and to indemnify and reimburse the Arranger and the Manager against certain liabilities and expenses in connection with the issue of the Notes.

General

The distribution of this Prospectus and the offering and sale of the Notes in certain jurisdictions may be restricted by law; persons into whose possession this Prospectus comes are required by the Issuer and the Manager to inform themselves about and to observe any such restrictions, including those set out in the following paragraphs. No action has been taken or will be taken in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of this Prospectus or any other offering material in any country or jurisdiction where action for that purpose is required. This Prospectus or any part thereof does not constitute an offer, or an invitation to sell or a solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.

The Manager has undertaken not to offer or sell directly or indirectly any Notes, or to distribute or publish this Prospectus or any other material relating to the Notes in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

General Holding and Transfer Restrictions

The Notes are only offered, directly or indirectly to holders (“**Eligible Holders**”) who satisfy the following criteria:

- (a) they qualify as a qualifying investor within the meaning of Article 5, §3/1 of the UCITS Act (“**Qualifying Investors under the UCITS Act**”), acting for their own account;
- (b) they do not constitute investors that, in accordance with annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of the directive on markets in financial instruments (“**Mifid**”), have registered to be treated as non-professional investors; and
- (c) they qualify as a holder of an exempt securities account (“**X-account**”) with the Securities Settlement System operated by the National Bank of Belgium or with a participant in such system. The Notes may only be acquired, by direct subscription, by transfer or otherwise and may only be held by Eligible Holders.

A list of for the time being Qualifying Investors under the UCITS Act is attached as Annex I.

The minimum investment required per investor acting for its own account is EUR 250,000.

Any acquisition of a Note by or transfer of a Note to a person who is not a Qualifying Investor under the UCITS Act shall be void and not binding on the Issuer and the Security Agent. If a Noteholder ceases to be a Qualifying Investor under the UCITS Act, it is obliged to report this to the Issuer and it will promptly transfer the Notes it holds to a person that qualifies as a Qualifying Investor under the UCITS Act.

Each payment of interest on Notes of which the Issuer becomes aware that they are held by a holder that does not qualify as a Qualifying Investor under the UCITS Act will be suspended.

The Manager will not, after the initial distribution, offer and sale of the Notes as provided in the Subscription Agreement, have any obligation whatsoever to ensure that the Notes are offered, sold, delivered or held by Qualifying Investors under the UCITS Act.

In addition, the following sale and purchase restrictions will apply:

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), the Manager have represented and agreed that it has not made and will not make an offer of the Notes to the public in that Relevant Member State, except that it may make an offer of the Notes to the public in that Relevant Member State at any time:

- (a) to any legal entity which is a qualified investors as defined in the Prospectus Directive;
- (b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the Directive 2010/73 (amending the Prospectus Directive) 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive; or
- (c) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 (2) of the Prospectus Directive,

provided always that such offering shall be restricted to Qualifying Investors under the UCITS Act only and that not such offer shall require the Issuer or the Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of the Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State. This expression “offer of the Notes to the public” should however not be understood as defined in the Prospectus Directive.

The Issuer does not intend to request that the FSMA provides the competent authority of other EEA Member States a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive. In any EEA Member State, offers of Notes can only be made pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such Member State, to publish a prospectus.

Kingdom of Belgium

The Prospectus and related documents are not intended to constitute a public offer in Belgium and may not be distributed to the Belgian public and no steps may be taken which would constitute or result in a public offering in Belgium. This offering constitutes a private placement and this Prospectus has been submitted to the FSMA only for the purpose of the admission to trading of the Notes on Euronext Brussels

Any offer will be made in Belgium exclusively to investors (“**Eligible Holders**”) who satisfy the following criteria:

- (a) qualify as a qualifying investor within the meaning of Article 5, §3/1 of the UCITS Act (“**Qualifying Investors under the UCITS Act**”), acting for their own account:
- (b) they do not constitute investors that, in accordance with annex A, (I), second indent, of the Royal Decree of 3 June 2007 concerning further rules for implementation of the directive on markets in financial instruments (“**Mifid**”), have registered to be treated as non-professional investors; and
- (c) qualify as a holder of an exempt securities account (“**X-account**”) with the Securities Settlement System operated by the National Bank of Belgium or with a participant in such system. The Notes may only be acquired, by direct subscription, by transfer or otherwise and may only be held by Eligible Holders.

The minimum investment required per investor acting for its own account is EUR 250,000.

This Prospectus is intended for the confidential use of the offeree, and may not be reproduced or used for any other purpose.

United Kingdom

The Manager has represented and agreed that (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**UK FSMA**”)) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21 (1) of the UK FSMA does not apply to the Issuer and (ii) it has complied and will comply with all applicable provisions of the UK FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account of, a U.S. person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

In addition, until 40 days after the later of the commencement of the offering of the Notes and the Closing Date, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act.

Excluded holders

The Notes may not be acquired by a Belgian or foreign transferee who is not subject to income tax or who is, as far as interest income is concerned, subject to a tax regime that is deemed by the Belgian tax authorities to be significantly more advantageous than the common Belgian tax regime applicable to interest income (within the meaning of Articles 54 and 198, 11° of the Belgian Income Tax Code 1992).

Furthermore, no Notes may be acquired by a Belgian or foreign transferee that qualifies as an “affiliated company” (within the meaning of Article 11 of the Belgian Company Code) of the Issuer, save where such transferee also qualifies as a “financial institution” referred to in Article 56, §2, 2° of the Belgian Income Tax Code 1992.

Finally, Notes may not be acquired by a foreign transferee being a resident of or having an establishment in, or acting, for the purposes of the Notes, through a bank account held on a tax haven jurisdiction as referred to in Article 307, §1, fifth indent of the Belgian Income Tax Code of 1992.

DEFINED TERMS

In addition to the terms defined in this Prospectus, the following terms have the following meaning:

“**Additional Security**” means with regard to any Mortgage Loan, all claims, whether contractual or in tort, against any Insurance Company, notary public, Mortgage Registrar, public administration, property expert, broker or any other person in connection with such Mortgage Loans or the related Mortgaged Assets or Loan Security or in connection with the Seller’s decision to grant such Mortgage Loans and in general any other security or guarantee other than the Loan Security created or existing in favour of the Seller as security for a Mortgage Loan;

“**Agreed Form**” means, in relation to any document, the form of the document which has been agreed between the parties thereto;

“**Collateral Law**” means the Law of 15 December 2004 on financial collateral (*Wet van 15 december 2004 betreffende financiële zekerheden en houdende diverse fiscale bepalingen inzake zakelijke-zekerheidsovereenkomsten en leningen met betrekking tot financiële instrumenten / Loi du 15 décembre 2004 relative aux sûretés financières et portant des dispositions fiscales diverses en matière de conventions constitutives de sûreté réelle et de prêts portant sur des instruments financiers*), as amended from time to time;

“**Compartment**” means a compartment within the meaning of article 271/11 of the UCITS Act;

“**Compartment Home Loan Invest 2016**” means the Compartment of the Issuer to which the assets and liabilities relating to the Mortgage Receivables and the Notes are allocated (*Compartment Home Loan Invest 2016*);

“**Contract Records**” means the file or files, books, magnetic tapes, disks, cassettes or such other method of recording or storing information from time to time relating to each Mortgage Loan and Related Security, containing, *inter alia*, (i) the Mortgage Deeds and all material records and correspondence relating to the Mortgage Loans, the Loan Security and Additional Security and/or the Borrower, (ii) the completed Standard Loan Documentation applicable to the Mortgage Loan and (iii) any payment, arrears and status reports maintained by the Servicer;

“**Constant Prepayment Rate**” or “**CPR**” means the prepayment speed of the underlying collateral;

“**Counterparty Risk Assessment**” means the “counterparty risk assessment” of the relevant counterparty, as such term is referred to in the guidelines published by Moody’s in March 2015 (*inter alia*, “Global Structured Finance Operational Risk Guidelines” (March 16, 2015) and “Rating Symbols and Definition” (March 2015))

“**Credit Policies**” means the procedures, policies and practices currently applied by the Seller with regard to the origination, credit collection and administration and underwriting criteria of its Mortgage Loans, provided that if the Seller no longer acts as Servicer, any collection and administration procedures and policies to be agreed between the Issuer and the new servicer;

“**Current LTV**” or “**CLTV**” means the ratio between (i) the sum of (x) the aggregate outstanding principal amount of all Existing Loans secured by the same Mortgage(s) as a Mortgage Receivable and (y) the Outstanding Principal Amount of such Mortgage Receivable, and (ii) the non-indexed value of the Mortgaged Asset(s);

“**Cut-Off Date**” means 30 April 2016;

“**Debt Insurance Policy**” means any insurance policy covering the risk of death of any Borrower of a Mortgage Loan (*schuldsaldoverzekering/assurance solde restant dû*);

“**Deferred Purchase Price Available Amount**” means, on any Monthly Payment Date, an amount equal to:

- (a) prior to delivery of an Enforcement Notice, the positive difference, if any, between the Notes Interest Available Amount as calculated on each Monthly Calculation Date and the sum of all amounts payable by the Issuer as set forth in the Interest Priority of Payments under (i) up to and including (xiv); or, as the case may be,
- (b) following delivery of an Enforcement Notice, the amount remaining after all the payments as set forth in the Priority of Payments upon Enforcement under (i) up to and including (xi) (see Credit Structure above) on such date have been made.

“**Defaulted Receivable**” means a Mortgage Receivable which has been accelerated by the Servicer in accordance with the Credit Policies and in relation to which the Servicer has opened a special debt recovery account in accordance with the Credit Policies.

“**Disputed Mortgage Receivable**” means any Mortgage Receivable in respect of which payment is disputed (in whole or in part, with or without justification) by the Borrower of such Mortgage Loan, or in respect of which a set-off or counterclaim is being claimed by such Borrower; for the avoidance of doubt, a Mortgage Receivable shall not be a Disputed Mortgage Receivable by reason merely of the fact that any payment thereunder is not made, that the Borrower is in default, insolvent or subject to a *collectieve schuldenregeling / règlement collectif de dettes*, that the Borrower is seeking from the courts the benefit of a grace period, or that there is a conciliation procedure (whether successful or not) in respect of this Mortgage Loan under Article VII. 147 of the Code of Economic Law;

“**Existing Loan**” means any loan or advance originated by the Seller that is secured by the same All Sums Mortgage as a Mortgage Loan (whether the All Sums Mortgage was created before or after the loan or advance was originated) and any advance made available by the Seller under a revolving facility (*kredietopening / ouverture de crédit*) that is secured by the same Mortgage as a Mortgage Loan, before the Closing Date and which has not been transferred to the Issuer;

“**Extraordinary Resolution**” means a resolution passed at a meeting of Noteholders convened and held in accordance with the Pledge Agreement by a majority of not less than (i) seventy-five (75) per cent. of the votes cast on that resolution and (ii) seventy-five (75) per cent. of the votes cast with respect to Notes held by External Investors, whether on a show of hands or a poll;

“**Fitch Required Minimum Ratings**” means: (i) a short-term IDR of at least F1 by Fitch (the **Fitch Required Minimum Short Term Rating**); and (ii) a long term IDR of at least A- by Fitch (the **Fitch Required Minimum Long Term Rating**).

“**FSMA**” means the Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten / Autorité des services et marchés financiers*), formerly named the Belgian Banking, Finance and Insurance Commission (*Commissie voor het Bank-, Financier- en Assurantiewezen / Commission bancaire, financière et des assurances*) and renamed pursuant to the Royal Decree of 3 March 2011 regarding the evolution of the financial supervisory architecture for the financial sector (*Arrêté royal mettant en oeuvre l'évolution des structures de contrôle du secteur financier / Koninklijk besluit betreffende de evolutie van de toezichtstructuur voor de financiële sector*).

“**Further Loan**” means any loan or advance originated by the Seller that is secured by the same All Sums Mortgage as a Mortgage Loan and any advance made available by the Seller under a revolving facility (*kredietopening/ouverture de crédit*) that is secured by the same Mortgage as a Mortgage Loan, after the Closing Date or and which has not been transferred to the Issuer;

“**Hazard Insurance Policy**” means an insurance covering fire and/or kindred perils in respect of any Mortgaged Assets;

“**Instalments**” means in respect of any Mortgage Loan, the aggregate amount of principal and interests which is scheduled to be payable on a particular date or after a particular period in accordance with the contractual terms of such Mortgage Loan (as amended from time to time);

“**Insurance Company**” means any insurance company granting a Hazard Insurance or a Debt Insurance (in respect of a Mortgage Loan);

“**Insurance Policy**” means any and all Hazard Insurance Policy or Debt Insurance Policy.

“**Loan Security**” means in respect of a Mortgage Loan, any Mortgage and, as the case may be, Mortgage Mandate, all rights, title, interest and benefit relating to any Insurance Policies, any guarantee provided for such Mortgage Loan, any assignment of salaries (*loonsoverdracht / cession de salaire*) that the Borrower may earn and any other type of any mortgage (*hypotheek / hypothèque*), privilege (*voorrecht / privilège*), pledge, encumbrance, assignment, right of retention, subordination, right of set-off or any security interest whatsoever, however so created or arising whether relating to existing or future assets, each to the extent expressly referred to in the loan documentation governing the Mortgage Loan;

“**LTM**” means the ratio between (i) the sum of (x) the aggregate outstanding principal amount of all Existing Loans secured by the same first-ranking Mortgage that secures a Mortgage Receivable and/or provided that the benefit of all higher ranking Mortgage(s) has been transferred to the Issuer, the lower ranking Mortgage(s) that secure a Mortgage Receivable and (y) the Outstanding Principal of such Mortgage Receivable, and (ii) the total secured amount for which such first-ranking Mortgage and/or lower ranking Mortgage(s) have been registered at the Mortgage Register;

“**Member State**” means a member state of the European Union;

“**Monthly Calculation Date**” means the fourth Business Day prior to such Monthly Payment Date;

“**Monthly Calculation Period**” means a period starting on the first day of each month and ending on the last day of such month;

“**Moody’s Required Minimum Ratings**” means a rating of at least A3 by Moody’s in respect of the long-term unsecured, unsubordinated and unguaranteed debt obligations;

“**Mortgage**” means, in relation to each Mortgage Loan, a mortgage (*hypotheek / hypothèque*) as such term is construed under Belgian law securing the Mortgage Loan, together with the benefit of all rights relating thereto, including, for the avoidance of doubt, a mortgage created for the benefit of the Issuer pursuant to the exercise of a Mortgage Mandate;

“**Mortgage Deed**” means notarially certified copies of the notarial deeds constituting the mortgage loans;

“**Mortgage Mandate**” means, in relation to each Mortgage Loan, an irrevocable power of attorney granted by a Borrower or a third party collateral provider to certain attorneys to create a mortgage as security for the Mortgage Loan and, as the case may be, all other amounts which the Borrower owes or in the future may owe to the Seller;

“**Mortgage Register**” means the office (*hypotheekkantoor / bureau des hypothèques*) where mortgages are or are to be registered in accordance with the Mortgage Law;

“**Mortgage Registrar**” means the person (*hypotheekbewaarder / conservateur des hypothèques*) who registers mortgages at the Mortgage Register in accordance with the Mortgage Law;

“**Original LTV**” or “**OLTV**” means the ratio between (i) the sum of (x) the secured amount for which a Mortgage on a Mortgaged Asset has been registered and (y) the maximum secured amount for which a Mortgage on a Mortgaged Asset can be registered pursuant to a mortgage mandate granted in favour of the Seller, and (ii) the non-indexed value of the Mortgaged Asset.

“**Prepayment Penalty**” means a prepayment penalty due in the event of a voluntary prepayment of principal on any Mortgage Loan prior to its scheduled due date in accordance with the provisions for prepayments provided for in the contractual terms of such Mortgage Loans and in accordance with Book VII, Title 4, Chapter 2 of the Code of Economic Law ;

“**Real Estate**” means a real property or soil destined for real property construction located in Belgium;

“**Related Security**” means the Loan Security and the Additional Security;

“**Required Minimum Ratings**” means the Fitch Required Minimum Ratings and the Moody’s Required Minimum Ratings;

“**Seller Loans**” means the Existing Loans and the Further Loans;

“**Share Capital Account**” means the bank account of the Issuer, acting through its Compartment Home Loan Invest 2016, held with the Account Bank to which certain amounts payable to the Issuer under the Pledge Agreement will be transferred;

“**Standard Loan Documentation**” means the standard documents and forms used for originating Mortgage Loans through the network and according to the procedures of the Seller, attached as Schedule 1 to the Mortgage Receivables Purchase Agreement;

“**Tax Deduction**” means any deduction or withholding on account of any Tax, duties, assessment or charges of whatever nature imposed or levied by or on behalf of the Kingdom of Belgium or any political subdivision or authority thereof or therein;

“**UCITS Act**” means the Act of 3 August 2012 on institutions for collective investment that satisfy the criteria of directive 2009/65/EC and on institutions for investment in receivables (*Wet betreffende de instellingen voor collectieve belegging die voldoen aan de criteria van Richtlijn 2009/65/EG en de instellingen voor belegging in schuldvorderingen / Loi relative aux organismes de placement collectif qui répondent aux conditions de la Directive 2009/65/CE et aux organismes de placement en créances*) as amended from time to time; and

“**Weighted Average Life**” or “**WAL**” means the weighted average number of years that each euro of unpaid principal due on the Mortgage Receivables remains outstanding.

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ANNEX I

Qualifying Investors under the UCITS Act

Pursuant to Article 5, §3 and §3/1 of the UCITS Act, Qualifying Investors are the “professional investors” (“**Professional Investors**”). A royal decree may restrict or extend this definition. The professional investors are the professional clients listed under Annex A of the royal decree of 3 June 2007 and the eligible counterparties in the meaning of Article 3, §1 of the royal decree of 3 June 2007, namely:

- (a) the Belgian and foreign legal entities that have a license or are regulated in order to be active on the financial markets including:
 - (i) the credit institutions;
 - (ii) the investment firms;
 - (iii) the other financial institutions that have a license or are regulated;
 - (iv) the insurance companies;
 - (v) the collective investment undertakings and their management companies;
 - (vi) the pension funds and their management companies;
 - (vii) the traders in commodities futures and derivated instruments (*grondstoffen termijnhandelaren / intermediaries en matières premières et instruments dérivés sur celles-ci*);
 - (viii) the local companies;
 - (ix) the other institutional investors;
- (b) the other companies than those contemplated in item a above, that satisfy at least two of the following three criteria, on individual basis:
 - (i) total balance sheet of EUR 20 million;
 - (ii) net annual turnover of EUR 40 million; and
 - (iii) equity of EUR 2 million.
- (c) national governments, Belgian state, Communities and Regions, national, regional and foreign authorities, public undertakings in charge of the public debt, central banks, international and supranational institutions as the World Bank, the IMF, the European Central Bank, the European Investment Bank, and other similar international institutions.
- (d) other institutional investors whom the main activity is the investment in financial instruments, in particular entities in relation to assets securitisation and other financing operations.

The Royal Decree of 26 September 2006 (as amended by the Royal Decree of 26 September 2013) has further modified the definition of “professional investors” for the purposes of Article 5, §3/1 of the UCITS Act as follows:

- (a) private individuals are not considered as professional investors;
- (b) professional investors that have elected to be treated as non-professional investors, as for the purposes of Article 5, §3/1 of the UCITS Act are considered as professional investors.

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