

**DEED OF AMENDMENT AND RESTATEMENT
IN RESPECT OF AEGON'S COVERED BOND PROGRAMME
dated 22 May 2024**

between

**KNAB N.V.
AEGON LEVENSVERZEKERING N.V.
AEGON HYPOTHEKEN B.V.**

KNAB SB COVERED BOND COMPANY B.V.

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

STICHTING HOLDING KNAB SB COVERED BOND COMPANY

**INTERTRUST MANAGEMENT B.V.
IQ EQ STRUCTURED FINANCE B.V.
INTERTRUST ADMINISTRATIVE SERVICES B.V.**

BNG BANK N.V.

PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.

CITIBANK N.A., LONDON BRANCH

COÖPERATIEVE RABOBANK U.A.

ABN AMRO BANK N.V.

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THIS DEED is dated 22 May 2024 and made between:

1. **KNAB N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
2. **AEGON LEVENSVERZEKERING N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in The Hague, the Netherlands;
3. **AEGON HYPOTHEKEN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in The Hague, the Netherlands;
4. **KNAB SB COVERED BOND COMPANY B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
5. **STICHTING SECURITY TRUSTEE KNAB SB COVERED BOND COMPANY**, a foundation (*stichting*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
6. **STICHTING HOLDING KNAB SB COVERED BOND COMPANY**, a foundation (*stichting*) organised under the laws of the Netherlands with its registered office in Amsterdam, the Netherlands;
7. **INTERTRUST MANAGEMENT B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
8. **IQ EQ STRUCTURED FINANCE B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
9. **INTERTRUST ADMINISTRATIVE SERVICES B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;

10. **BNG BANK N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in The Hague, the Netherlands;
11. **PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
12. **CITIBANK N.A., LONDON BRANCH**, a New York banking corporation acting out of its London Branch whose address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom;
13. **COÖPERATIEVE RABOBANK U.A.**, a co-operative (*coöperatie*) organised under Dutch law and established in Amsterdam, the Netherlands; and
14. **ABN AMRO BANK N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands,

(the parties under (1) up to and including (14) hereinafter referred to as the "**Parties**").

WHEREAS:

- (A) The Issuer and the CBC have entered into a Soft Bullet Covered Bond Programme pursuant to which the Issuer has issued and may issue Covered Bonds and the CBC has issued a guarantee as to payments of interest and principal on the Covered Bonds issued from time to time by the Issuer (the "**Programme**").
- (B) In connection with the implementation of the legal name change from (i) "Aegon Bank N.V." into "Knab N.V.", (ii) "Aegon SB Covered Bond Company B.V." into "Knab SB Covered Bond Company B.V.", (iii) "Stichting Security Trustee Aegon SB Covered Bond Company" into "Stichting Security Trustee Knab SB Covered Bond Company" and (iv) "Stichting Holding Aegon SB Covered Bond Company" into "Stichting Holding Knab SB Covered Bond Company" and the annual update of the Programme, each of the Parties, each to the extent it is a party thereto and in each relevant capacity, wishes to amend and restate:
 - (i) the Administration Agreement;

- (ii) the Agency Agreement;
- (iii) the Asset Monitor Appointment Agreement;
- (iv) the Asset Monitoring Agreement;
- (v) the Back-up Administration Agreement;
- (vi) the Bank-Savings Participation Agreement;
- (vii) the CBC Account Agreement;
- (viii) the Custody Agreement;
- (ix) the Deposit Agreement;
- (x) the Guarantee Support Agreement;
- (xi) Management Agreement CBC;
- (xii) Management Agreement Security Trustee;
- (xiii) Management Agreement Stichting Holding;
- (xiv) the Master Definitions Agreement;
- (xv) the Insurance Savings Participation Agreement;
- (xvi) the Parallel Debt Agreement;
- (xvii) the Sub-Administration Services Agreement;
- (xviii) the Programme Agreement;
- (xix) the Security Trustee Rights Pledge Agreement;
- (xx) the Security Trustee Receivables Pledge Agreement;
- (xxi) the Servicing Agreement; and
- (xxii) the Trust Deed

(collectively referred to as the "**Original Agreements**").

- (C) This Deed is made to implement the changes as referred to under (B) above to the Original Agreements, as amended and restated pursuant to this Deed (the "**Amended Agreements**").
- (D) Pursuant to Clause 9.1(e) of the Trust Deed, each of the Issuer and the CBC may only enter into this Deed with the prior written consent of the Security Trustee, which consent is given by the Security Trustee by signing this Deed.
- (E) Pursuant to Clause 23.2 of the Trust Deed, the Security Trustee may from time to time and at any time without any consent or sanction of the Covered Bondholders or Couponholders of any Series and without the consent of the other Secured Creditors (which are not a party to such Transaction Document) concur with the Issuer and the CBC and agree to (a) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document and/or designate further creditors as Secured Creditors, provided that (i) in the opinion of the Security Trustee such modification or designation is not materially prejudicial to

the interests of any of the Covered Bondholders or Couponholders of any Series or any of the other Secured Creditors (in which respect the Security Trustee may rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor), (ii) it has not been informed in writing by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given its written consent as aforesaid) and (iii) it has notified the Rating Agency of such modification; or (b) any modification of the Covered Bonds of any one or more Series, the related Coupons or any Transaction Document which is of a formal, minor or technical nature or is made to correct a manifest error or an error established as such to the satisfaction of the Security Trustee or to comply with its EMIR obligations or to comply with mandatory provisions of law or in connection with a Benchmark Event in accordance with the procedures set forth in Condition 5(B)(ii)(c) or in connection with an €STR Index Cessation Event in accordance with the procedures set forth in Condition 5(B)(ii)(d); or (c) a Legislative Amendment; or (d) any modification to the Transaction Documents which are in the opinion of the Issuer and the Security Trustee necessary in order to transfer title (and if applicable obligations) in respect of Eligible Assets to the CBC and/or to create security in respect thereof in favour of the Security Trustee, provided that (i) in the opinion of the Security Trustee such modification is not materially prejudicial to the interests of any of the Covered Bondholders or Couponholders of any Series or any of the other Secured Creditors (in which respect the Security Trustee may rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor), (ii) it has not been informed in writing by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given its written consent as aforesaid) and (iii) the Security Trustee has received Rating Agency Confirmation in respect of such modification; or (e) any modification to the Eligibility Criteria which is in the opinion of the Security Trustee not materially prejudicial to the interests of the existing Covered Bondholders or Couponholders of any Series.

- (F) Pursuant to Clause 4.2 of the Guarantee Support Agreement, the parties thereto may, subject to Rating Agency Confirmation being obtained, amend the Eligibility Criteria.
- (G) The Security Trustee wishes to confirm that (i) it agrees with and consents to the amendments set out in the Amended Agreements, (ii) it is of the

opinion that the amendments set out in the Amended Agreements are not materially prejudicial to the interests of the Covered Bondholders of any Series or any of the other Secured Creditors, (iii) it has not been informed in writing by any Secured Creditors (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced by the amendments set out in Amended Agreements (other than a Secured Creditor who has given his/her written consent as aforesaid) and (iv) it has received Rating Agency Confirmation in respect of the amendments set out in the Amended Agreements.

- (H) Pursuant to Clause 23.4 of the Trust Deed, any modification, designation, waiver, authorisation or determination pursuant to Clause 23.1 or 23.2 of the Trust Deed shall be binding on all Covered Bondholders of all Series for the time being outstanding, the related Couponholders and the other Secured Creditors and, unless the Security Trustee otherwise agrees, any such modification, waiver, authorisation or determination will be notified by the Issuer to the Covered Bondholders or Couponholders of all Series for the time being outstanding, the other Secured Creditors and the Rating Agency in accordance with the Conditions as soon as practicable thereafter.
- (I) The Issuer shall cause the relevant modification to be notified to the Covered Bondholders of all Series and the other Secured Creditors by means of publishing the Base Prospectus and the Security Trustee will grant its consent to notification in such manner in accordance with Clause 23.4 of the Trust Deed.
- (J) To the extent required pursuant to any Original Agreement or any other Transaction Document, each Party who is required to give its consent or approval to the amendments and restatements made pursuant to this Deed, wishes to confirm it agrees to the amendments and restatements pursuant to this Deed and wishes to give its consent and approval to each of the other Parties to enter into and to execute this Deed.
- (K) Each of the Parties wishes to lay down the terms of amendment and restatement in this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used and not otherwise

defined or construed herein shall have the same meanings defined or construed in the master definitions agreement dated originally 4 May 2021, as lastly amended and restated on 6 November 2023 entered into by, *inter alia*, the Issuer and the CBC, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Deed, unless otherwise provided herein.

1.2 The expression "**Deed**" shall herein mean this Deed of Amendment and Restatement, including the Schedules.

1.3 This Deed expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Deed is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.

2. **AMENDED AGREEMENTS**

2.1 Administration Agreement

Each of the Parties to the Administration Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Administration Agreement as set out in **Schedule 1** and the amended and restated Administration Agreement will read as set out in **Schedule 1**.

2.2 Agency Agreement

Each of the Parties to the Agency Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Agency Agreement as set out in **Schedule 2** and the amended and restated Agency Agreement will read as set out in **Schedule 2**.

2.3 Asset Monitor Appointment Agreement

Each of the Parties to the Asset Monitor Appointment Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Asset Monitor Appointment Agreement as set out in **Schedule 3** and the amended and restated Asset Monitor Appointment Agreement will read as set out in **Schedule 3**.

2.4 Asset Monitoring Agreement

Each of the Parties to the Asset Monitoring Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Asset Monitoring Agreement as set out in **Schedule 4** and the amended and restated Asset Monitoring Agreement will read as set out in **Schedule 4**.

2.5 Back-up Administration Agreement

Each of the Parties to the Back-up Administration Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Back-up Administration Agreement as set out in **Schedule 5** and the amended and restated Back-up Administration Agreement will read as set out in **Schedule 5**.

2.6 Bank-Savings Participation Agreement

Each of the Parties to the Bank-Savings Participation Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Bank-Savings Participation Agreement as set out in **Schedule 6** and the amended and restated Bank-Savings Participation Agreement will read as set out in **Schedule 6**.

2.7 CBC Account Agreement

Each of the Parties to the CBC Account Agreement in each capacity it is a party thereto hereby agrees to amend and restate the CBC Account Agreement as set out in **Schedule 7** and the amended and restated CBC Account Agreement will read as set out in **Schedule 7**.

2.8 Custody Agreement

Each of the Parties to the Custody Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Custody Agreement as set out in **Schedule 8** and the amended and restated Custody Agreement will read as set out in **Schedule 8**.

2.9 Deposit Agreement

Each of the Parties to the Deposit Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Deposit Agreement as set out in **Schedule 9** and the amended and restated Deposit Agreement will read as set out in **Schedule 9**.

2.10 Guarantee Support Agreement

Each of the Parties to the Guarantee Support Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Guarantee Support Agreement as set out in **Schedule 10** and the amended and restated Guarantee Support Agreement will read as set out in **Schedule 10**.

2.11 Management Agreement CBC

Each of the Parties to the Management Agreement CBC in each capacity it is a party thereto hereby agrees to amend and restate the Management Agreement CBC as set out in **Schedule 11** and the amended and restated Management Agreement CBC will read as set out in **Schedule 11**.

2.12 Management Agreement Security Trustee

Each of the Parties to the Management Agreement Security Trustee in each capacity it is a party thereto hereby agrees to amend and restate the Management Agreement Security Trustee as set out in **Schedule 12** and the amended and restated Management Agreement Security Trustee will read as set out in **Schedule 12**.

2.13 Management Agreement Stichting Holding

Each of the Parties to the Management Agreement Stichting Holding in each capacity it is a party thereto hereby agrees to amend and restate the Management Agreement Stichting Holding as set out in **Schedule 13** and the amended and restated Management Agreement Stichting Holding will read as set out in **Schedule 13**.

2.14 Master Definitions Agreement

Each of the Parties to the Master Definitions Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Master Definitions Agreement as set out in **Schedule 14** and the amended and restated Master Definitions Agreement will read as set out in **Schedule 14**.

2.15 Insurance Savings Participation Agreement

Each of the Parties to the Insurance Savings Participation Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Insurance Savings Participation Agreement as set out in **Schedule 15** and the amended and restated Insurance Savings Participation Agreement will read as set out in **Schedule 15**.

2.16 Parallel Debt Agreement

Each of the Parties to the Parallel Debt Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Parallel Debt Agreement as set out in **Schedule 16** and the amended and restated Parallel Debt Agreement will read as set out in **Schedule 16**.

2.17 Programme Agreement

Each of the Parties to the Programme Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Programme Agreement as set out in **Schedule 17** and the amended and restated Programme Agreement will read as set out in **Schedule 17**.

2.18 Sub-Administration Services Agreement

Each of the Parties to the Sub-Administration Services Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Sub-Administration Services Agreement as set out in **Schedule 18** and the amended and restated Sub-Administration Services Agreement will read as set out in **Schedule 18**.

2.19 Security Trustee Rights Pledge Agreement

Each of the Parties to the Security Trustee Rights Pledge Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Security Trustee Rights Pledge Agreement as set out in **Schedule 19** and the amended and restated Security Trustee Rights Pledge Agreement will read as set out in **Schedule 19**.

2.20 Security Trustee Receivables Pledge Agreement

Each of the Parties to the Security Trustee Receivables Pledge Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Security Trustee Receivables Pledge Agreement as set out in **Schedule 20** and the amended and restated Security Trustee Receivables Pledge Agreement will read as set out in **Schedule 20**.

2.21 Servicing Agreement

Each of the Parties to the Servicing Agreement in each capacity it is a party thereto hereby agrees to amend and restate the Servicing Agreement as set out in **Schedule 21** and the amended and restated Servicing Agreement will read as set out in **Schedule 2.13**.

2.22 Trust Deed

Each of the Parties to the Trust Deed in each capacity it is a party thereto hereby agrees to amend and restate the Trust Deed as set out in **Schedule 22** and the amended and restated Trust Deed will read as set out in **Schedule 22**.

2.23 General

Each of the amendments to the Transaction Documents referred to under this Clause 2 shall be read as one with the Transaction Document to which it relates. Save for the amendments set out herein, each provision contained in the Transaction Document to which it relates shall remain in full force and effect. In case of inconsistencies this Deed will prevail.

3. SECURITY TRUSTEE, ISSUER AND CONFIRMATION

3.1 The Security Trustee hereby confirms, in accordance with, *inter alia*, Clause 9.1(e) of the Trust Deed, that it consents to the modifications to the Amended Agreements pursuant to this Deed.

3.2 The Security Trustee hereby confirms in accordance with Clause 23.2 of the Trust Deed that (i) in its opinion the amendments to the Amended Agreements are not materially prejudicial to the interests of the Covered Bondholders of any Series or any of the other Secured Creditors, (ii) it has not been informed in writing by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced by the modifications, (iii) the Rating Agency has been notified of the proposed modifications and (iv) it has received Rating Agency Confirmation in respect of the amendments set out in the Amended Agreements.

3.3 The Issuer hereby confirms that it shall cause the relevant modifications to be notified to the Covered Bondholders of all Series, the other Secured Creditors and the Rating Agency by means of publishing the Base Prospectus in accordance with Clause 23.4 of the Trust Deed and the Security Trustee consents to notification in such manner.

3.4 To the extent required, each Party hereby confirms it agrees to the amendments and restatements pursuant to this Deed and wishes to give its consent and approval to each of the other Parties to enter into and to execute this Deed.

3.5 Each Party:

- a. agrees with the amendments as set out herein and confirms and agrees that the Parties only wish to amend their rights and obligations under the Transaction Documents in accordance with the terms of this Deed and that they do not wish to novate and/release any of their rights and obligations under the Transaction Documents;
 - b. acknowledges that any Security created under any Pledge Agreement and any other security for the obligations of the CBC in favour of the Security Trustee:
 - i. shall not be affected by the amendment of the Transaction Documents referred to in Clause 2 of this Deed;
 - ii. shall remain in full force and effect;
 - iii. shall extend to, and shall secure, continue to secure the Security Trustee Secured Liabilities under the Transaction Documents as amended in accordance with the terms of this Deed.
- 3.6 To the extent necessary to create a valid right of pledge on the Security Trustee Pledged Rights, the CBC hereby pledges all Security Trustee Pledged Rights to the Security Trustee as security for all Security Trustee Secured Liabilities in accordance with and subject to the Security Trustee Rights Pledge Agreement. Each Party confirms that notification of such pledge has been made to it in accordance with the Security Trustee Rights Pledge Agreement by signing this Deed.

4. MISCELLANEOUS

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

5. GOVERNING LAW AND JURISDICTION

- 5.1 This Deed and any non-contractual obligations arising out or in relation to this Deed, including Clause 5.2 hereof, shall be governed by and construed

in accordance with the laws of the Netherlands.

- 5.2 Any disputes arising out of or in connection with this Deed, including without limitation disputes relating to any non-contractual obligations arising out of or in relation to this Deed, shall be submitted to the competent court in Amsterdam, the Netherlands.

(signature page follows)

SIGNATORIES:

KNAB N.V.

by :
title :

by :
title :

AEGON LEVENSVZERZEKERING N.V.

by :
title :

by :
title :

AEGON HYPOTHEKEN B.V.

by :
title :

by :
title :

KNAB SB COVERED BOND COMPANY B.V.

by :
title :

by :
title :

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Deed of Amendment and Restatement

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STICHTING HOLDING KNAB SB COVERED BOND COMPANY

by :

title :

by :

title :

INTERTRUST MANAGEMENT B.V.

by :

title :

by :

title :

INTERTRUST ADMINISTRATIVE SERVICES B.V.

by :

title :

by :

title:

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

by :

title :

by :

title :

IQ EQ STRUCTURED FINANCE B.V.

by :

title :

by :

title :

BNG BANK N.V.

by :

title :

by :

title :

PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.

by :

title :

by :

title :

CITIBANK N.A., LONDON BRANCH

by :

title :

by :

title :

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Deed of Amendment and Restatement

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COÖPERATIEVE RABOBANK U.A.

by :

title :

by :

title :

ABN AMRO BANK N.V.

by :

title :

by :

title :

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Deed of Amendment and Restatement

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SCHEDULE 1

AMENDED AND RESTATED ADMINISTRATION AGREEMENT

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SCHEDULE 2

AMENDED AND RESTATED AGENCY AGREEMENT

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SCHEDULE 3

**AMENDED AND RESTATED ASSET MONITOR APPOINTMENT
AGREEMENT**

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SCHEDULE 4

AMENDED AND RESTATED ASSET MONITORING AGREEMENT

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SCHEDULE 5

**AMENDED AND RESTATED BACK-UP ADMINISTRATION
AGREEMENT**

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SCHEDULE 6

**AMENDED AND RESTATED BANK-SAVINGS PARTICIPATION
AGREEMENT**

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SCHEDULE 7

AMENDED AND RESTATED CBC ACCOUNT AGREEMENT

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SCHEDULE 8

AMENDED AND RESTATED CUSTODY AGREEMENT

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SCHEDULE 9

AMENDED AND RESTATED DEPOSIT AGREEMENT

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SCHEDULE 10

AMENDED AND RESTATED GUARANTEE SUPPORT AGREEMENT

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SCHEDULE 11

AMENDED AND RESTATED MANAGEMENT AGREEMENT CBC

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SCHEDULE 12

**AMENDED AND RESTATED MANAGEMENT AGREEMENT
SECURITY TRUSTEE**

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SCHEDULE 13

**AMENDED AND RESTATED MANAGEMENT AGREEMENT
STICHTING HOLDING**

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SCHEDULE 14

AMENDED AND RESTATED MASTER DEFINITIONS AGREEMENT

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SCHEDULE 15

**AMENDED AND RESTATED INSURANCE SAVINGS PARTICIPATION
AGREEMENT**

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SCHEDULE 16

AMENDED AND RESTATED PARALLEL DEBT AGREEMENT

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SCHEDULE 17

AMENDED AND RESTATED PROGRAMME AGREEMENT

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SCHEDULE 18

**AMENDED AND RESTATED SUB-ADMINISTRATION SERVICES
AGREEMENT**

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SCHEDULE 19

**AMENDED AND RESTATED SECURITY TRUSTEE RIGHTS PLEDGE
AGREEMENT**

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SCHEDULE 20

**AMENDED AND RESTATED SECURITY TRUSTEE RECEIVABLES
PLEDGE AGREEMENT**

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SCHEDULE 21

AMENDED AND RESTATED SERVICING AGREEMENT

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SCHEDULE 22

AMENDED AND RESTATED TRUST DEED