BELGIAN LION NV/SA,
acting through its COMPARTMENT BELGIAN LION SME IV

(*Institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge*)
(a Belgian limited liability company (*naamloze vennootschap / société anonyme*))

Legal Entity Identifyer of the Issuer: 875500HU2QFXPX75AS97

Securitisation transaction unique identifyer: JLS56RAMYQZECFUF2G44N202201

Class of Notes	Initial Principal Amount	Issue Price	Interest Rate per annum	Expected Ratings (Fitch/ Moody's)	First Optional Redemption Date	Final Maturity Date
Class A1 Notes	600,000,000	100%	Three-Month EURIBOR + 0.65 per cent. Margin	AAA(sf) / Aaa(sf)	February 2026	July 2061
Class A2 Notes	1,000,000,000	100%	Three-Month EURIBOR + 0.70 per cent. Margin.	AAA(sf) / Aaa(sf)	February 2026	July 2061
Class A3 Notes	5,397,500,000	100%	3.75 per cent.	AAA(sf) / Aaa(sf)	February 2026	July 2061

Belgian Lion NV/SA, *Institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge* (the ***Issuing Company***), acting through its Compartment Belgian Lion SME IV (the ***Issuer***), will issue the abovementioned Class A1 Notes, Class A2 Notes, Class A3 Notes as well as Class B Notes and Class C Notes (the ***Notes***) on or about 4 November 2022 (the ***Closing Date***), subject to certain conditions precedent as described in the Subscription Agreement (as defined below). Application has been made to admit the Class A1 Notes, the Class A2 Notes and the Class A3 Notes (the ***Class A Notes***) to trading on Euronext Brussels, the regulated market operated by Euronext Brussels SA/NV (***Euronext Brussels***).

The Notes may only be subscribed for, purchased or held by Eligible Holders (as defined in this Prospectus), which requires *inter alia* that:

(1) they are a Qualifying Investor (*in aanmerking komende beleggers/investisseur éligible*) within the meaning of Article 5, §3/1 of the UCITS Act (as defined below) (see Annex 2 to this Prospectus for a list of Qualifying Investors);

(2) they are not retail clients (as defined in the Markets in Financial Instruments Directive 2014/65/EU (as amended) (***MiFID II***)); and

(3) they are not consumers (*consumenten/consommateurs*) within the meaning of the Belgian Economic Law Code (*Wetboek Economisch Recht/Code de droit économique*) of 28 February 2013 (as amended) (the ***Economic Law Code***).

Prospective investors are referred to Section 17 (*Subscription and Sale*) for further information regarding selling and holding restrictions.

The Notes have been allocated to and will solely be the obligations of the Issuer, i.e. Compartment Belgian Lion SME IV of the Issuing Company. The Notes will not be obligations or responsibilities of, and will not be guaranteed by, any other entity or person (including any other party to the Transaction Documents) or any other compartment of the Issuing Company. Furthermore, no person or entity in whatever capacity (i) has assumed or will accept any liability whatsoever to the holders of the Notes 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).

It is a condition to the issue that the Class A Notes, on issue, be assigned a rating of AAA(sf) by Fitch Rating Ireland Limited (***Fitch***) and a rating of AAA(sf) by Moody's France S.A.S. (***Moody's***, and together with Fitch, the ***Rating Agencies***). 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 (EC) No 1060/2009 (the ***CRA Regulation***), published on the European Securities and Markets Authority's website. **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.**

The Notes will be issued in the form of dematerialised notes under the Belgian Code of Companies and Associations (*Wetboek van Vennootschappen en Verenigingen* / *Code des Sociétés et des Associations*) (the ***Company Code***) in denominations of EUR 250,000. The Notes will be represented exclusively by book entries in the records of the X/N securities settlement system operated by the National Bank of Belgium (the ***Securities Settlement System***) or any successor thereto.

This document constitutes a prospectus (the ***Prospectus***) for the purposes of Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the ***Prospectus Regulation***). This Prospectus is published exclusively for the admission to trading of the Class A Notes on Euronext Brussels. This Prospectus is not published in connection with, and may not be used for and does not constitute an offer of the Notes to the public, an offer to sell, or the solicitation of an offer to buy, any of the Notes. The Notes may not be offered other than in the circumstances set out in Article 4, paragraph 4 of the Prospectus Regulation.

This Prospectus has been approved by the Belgian Financial Services and Markets Authority (the ***FSMA***) in its capacity as competent authority under the Prospectus Regulation. The FSMA only approves this prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129 and should not be considered as an endorsement of the issuer that is the subject of this prospectus. The approval by the FSMA does not imply any approval of the appropriateness of the merits of the Notes, nor of 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. Investors shall carry out a due-diligence assessment in accordance with Article 5 of Regulation 2017/2402 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (the ***Securitisation Regulation***) which enables them to assess the risks involved. **For a discussion of certain risks that should be considered in connection with an investment in any of the Notes, see Section 1 *(Risk Factors).***

Prospective investors should carefully read and review the entire Prospectus and should form their own views before making an investment decision with respect to the Notes. Before making an investment decision with respect to any Notes, prospective investors

should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Notes and consider such an investment decision in the light of the prospective investor's own circumstances and financial condition. Each investor contemplating the purchase of any Notes should conduct an independent investigation of the financial condition, and appraisal of the ability of the Issuer to pay its debts, the risks and rewards associated with the Notes and of the tax, accounting, prudential and legal consequences of investing in the Notes.

Pursuant to Article 27(1) of the Securitisation Regulation, the Seller will notify the European Securities Markets Authority ("ESMA") that the Transaction meets the requirements of Articles 19 to 22 of the Securitisation Regulation (the "STS Notification") on the Closing Date. The purpose of the STS Notification is to set out how in the opinion of the Seller each requirement of Articles 19 to 22 of the Securitisation Regulation has been complied with. The STS Notification will be made available in accordance with the requirements of Commission Delegated Regulation (EU) 2020/1226. ESMA is obliged to maintain on its website a list of all securitisations which the originators and sponsors have notified as meeting the STS Requirements in accordance with Article 27(5) of the Securitisation Regulation. For this purpose, ESMA has set up a register under:

https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre.[1]

The EU STS status of the Notes is not static and investors should verify the current status on the ESMA STS Register website, which will be updated where the Notes are no longer considered to be EU STS following a decision of competent authorities or a notification by or on behalf of the Seller.

Arranger
ING Bank N.V.

The date of this Prospectus is 25 October 2022.

1 For the avoidance of doubt, the contents of the ESMA website do not form part of this Prospectus.

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SECTION 1

RISK FACTORS

The Issuer believes that the factors described below represent the material risks inherent in investing in the Class A Notes, based on an assessment by the Issuer of their possible financial impact and likelihood of occurrence, but the inability of the Issuer to pay interest or principal on the Class A Notes, or other amounts on or in connection with the Notes, may occur for other reasons not known to the Issuer or not deemed to be material enough.

Although the most material risk factors have been presented first within each category as referred to in Article 16 (1) of the Prospectus Regulation, the order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or of the scope of any potential negative impact to the Issuer's business, financial condition, results of operations and prospects. The Issuer may face a number of these risks described below simultaneously and some risks described below may be interdependent. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

1.1 Risks inherent to the Notes

The value of the Collateral is highly correlated to macro-economic developments

The economic context has become much gloomier in recent months: the changed monetary policy by the ECB, the supply chain problems which are not getting any better due to the strong slowdown in China, the war in Ukraine and rising inflation (resulting *inter alia* from high energy prices), have lowered consumer confidence and economic outlooks. In that context, the creditworthiness of SME borrowers may be impacted.

As a result, the security for the Notes created under the Pledge Agreement which is based on the portfolio of SME Receivables may be affected by, among other things, a decline in the value of the Collateral given as security for the Notes. No assurance can be given that values of the Collateral have remained or will remain at the level at which they were on the date of origination of the related SME Loans. A decline in value may result in losses to the Noteholders if any of the relevant security rights over the Collateral are required to be enforced.

Liquidity Risk

There is a risk that interest and/or principal on the underlying SME Receivables is not received (or transferred into the Transaction Account) on a timely basis thus causing temporary liquidity problems to the Issuer which may in turn result in a risk of payments of Accrued Interest on the Notes not being made in time. In respect of payment of interest on the Class A Notes and the Class B Notes, this risk is addressed and mitigated by the funds drawn under the Reserve Account.

The maximum amount available to be drawn in aggregate under the Reserve Account is an amount equal to 3.8% of the Principal Amount Outstanding of the Notes on the Closing Date. This amount may not be sufficient at any given time to meet the Issuer's payment obligations in full.

Interest Rate Risk

The portfolio of SME Loan includes SME Loans with different interest rate types: (i) part of the portfolio has a fixed interest rate, (ii) part of the portfolio has a fixed interest rate subject to reset and (iii) part of the portfolio has a floating interest rate. As a consequence, the Issuer will receive, amongst other things, interest payments pursuant to the SME Receivables calculated by reference to fixed interest rates (subject to reset from time to time, as the case may be) or floating interest rates.

The Class A1 Notes and Class A2 Notes will bear a floating rate of interest based on three-month EURIBOR plus a margin (floored at zero). The Class A3 Notes, the Class B Notes and the Class C Notes will all bear a fixed interest rate. Consequently, the Issuer may be exposed to an interest rate risk if, for example, *on the one hand*, the proportion of the portfolio with a floating or resettable fixed interest rate, the relevant interest rate on such part of the portfolio and/or on any replenished loans and, *on the other hand*, the interest rate on the Notes would not evolve in the same way or at the same pace.

The aforementioned interest rate mismatsch risk is evidenced by stratification table 14 (*Distribution by Interest Rate Review Date*) in Section 15 (*Description of the Portfolio*) reflecting the floating rate balance of part of the Portfolio in the Transaction which may evolve as a result of early repayments and replenishments compared with the sizes of the Class A1 Notes and Class A2 Notes at Closing and their evolution in function of redemptions of the Notes over the life of the Transaction.

While (i) the floating rate applicable on the Class A1 Notes and the Class A2 Notes creates a natural hedge between the evolution of the floating or resettable interest rate part of the portfolio, (ii) there is a limit in Portfolio Criterion (z) on the aggregate Current Balances of all SME Loans in the Current Portfolio with a floating or fixed resettable interest rate and (iii) amounts can be drawn from the Reserve Account to address a shortfall in the Interest Available Amount to pay the Accrued Interest on the Class A Notes), such natural hedge is not perfectly matched and together with the limit and possibility to draw from the Reserve Account does not offer the same cover of interest rate risk as certain interest rate hedging instruments. In case of an increasing mismatch between the interest rate on portfolio of SME Loans and the interest rate on the Notes, this will affect the Issuer's ability to make payments due to the Noteholders. The Noteholders will only have recourse to the assets of the Issuer and their cash flows which constitute the sole financial resources of the Issuer, see the risk factor *Liabilities under the Notes,* above.

Limited capitalisation of the Issuer

The Issuer is a compartment of the Issuing Company, which was incorporated under Belgian law as a limited liability company (*naamloze vennootschap* / *société anonyme*) with a share capital of EUR 62,000, of which EUR 1,000 is allocated to the Issuer. In addition, the main shareholder of the Issuing Company is a Belgian *stichting / fondation* which has been funded for the purpose of its shareholding in the Issuing Company. There is no assurance that the shareholder will be in a position to recapitalise the Issuing Company, if the Issuing Company's share capital falls below the minimum legal share capital

Compartments - Limited recourse nature of the Notes

The Issuing Company consists of separate subdivisions, each a Compartment, and each such Compartment, legally constitutes a separate group of assets to which corresponding liabilities are allocated (see Section 7.6 (*Compartments*) below).

The Notes are issued by the Issuer, i.e. the Issuing Company acting through its Compartment Belgian Lion SME IV.

Article 271/11, § 4 of the UCITS Act has the effect 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 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; and

(c) the Belgian law rules on judicial reorganisation (*gerechtelijke reorganisatie* / *réorganisation judiciaire*) and bankruptcy (*faillissement* / *faillite*) are to be applied separately for each compartment and a judicial reorganisation or bankruptcy of a compartment does not as a matter of law entail the judicial reorganisation or the bankruptcy to the other compartments or of the VBS.

All obligations of the Issuer to the Noteholders and the other Secured Parties have been allocated exclusively to Compartment Belgian Lion SME IV of the Issuing Company and the Noteholders and the other Secured Parties only have recourse to the assets of Compartment Belgian Lion SME IV.

Article 271/11, § 2 of the UCITS Act provides that the articles of association of the VBS determine the allocation of costs to the VBS and each compartment. However, when no clear allocation of liabilities (including costs and expenses) to compartments of the Issuing Company has been made in a particular contract entered into by the VBS, it is unclear under Belgian law whether in such case the relevant creditor would have recourse to all compartments of the Issuing Company. 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. However, 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. In this respect, the by-laws of the Issuing Company 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.

The obligations of the Issuer under the Notes are limited recourse obligations and the ability of the Issuer to meet its obligations to pay principal of, and interest on, the Notes will be dependent on the receipt by it of funds under the SME Receivables, the proceeds of the sale of any SME Receivables, in certain circumstances, drawings under the Reserve Account and the receipt by it of interest in respect of the balances standing to the credit of the Issuer Accounts. See further under Section 6 - *Credit Structure*, below.

Security for the payment of principal and interest on the Notes will be given by the Issuer to the Secured Parties, including the Security Agent acting in its own name, as representative of the Noteholders of the Notes and the other Secured Parties pursuant to the Pledge Agreement (see further Section 7). If the Security granted pursuant to the Pledge Agreement is enforced and the proceeds of such enforcement are insufficient, after payment of all other claims ranking in priority to amounts due under the Notes, to repay in full all principal and to pay in full all interest and other amounts due in respect of the Notes, then, as the Issuer has no other assets, it may be unable to satisfy claims in respect of any such unpaid amounts. Enforcement of the Security (based on assets belonging to Compartment Belgian Lion SME IV of the Issuing Company) by the Security Agent pursuant to the terms of the Pledge Agreement and the Notes is the only remedy available to Noteholders for the purpose of recovering amounts owed in respect of the Notes and may be insufficient.

Maturity Risk

The ability of the Issuer to redeem all the Notes in full/or to pay all amounts due to the Noteholders on an Optional Redemption Date, or on the Final Redemption Date will depend on whether the value of the SME Receivables sold or otherwise realised is sufficient to redeem the Notes, on its ability to find a purchaser for the SME Receivables (including the potential repurchase by the Seller of the SME Receivables), on the amount and timing of payment of principal (including full and partial prepayments) in respect of the SME Receivables and the net proceeds upon enforcement of the Loan Security relating to an SME Receivable.

There is a risk of loss on principal and interest on the Notes due to losses on principal and interest on the SME Receivables. The risk regarding the payments on the SME Loans is influenced by, among other things, market interest rates, general economic conditions, the financial standing of Borrowers and other similar factors.

There is no guarantee that the Issuer will exercise its right to redeem the Notes on the First Optional Redemption Date or on any later Optional Redemption Date. The exercise of such option will, *inter alia*, depend on whether or not the Issuer has sufficient funds available to redeem the Notes, for example, through a sale or other realisation of SME Loans still outstanding at that time and on its ability to find a purchaser for the SME Loans.

Additionally, no guarantee can be given that the characteristics of any SME Loan related to SME Receivables assigned to the Issuer after the Closing Date will have the same characteristics as the SME Loans as of the first purchase, in particular, such new SME Loans may have different payment characteristics from the SME Loans assigned to the Issuer as of the first purchase. 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. This risk related to the characteristics of the new SME Loans is however mitigated by the fact that such SME Loans will comply with the Eligibility Criteria as set forth in sub-section *11.4.2* (Eligibility Criteria*)*

Prepayment Risk

The average maturity of the Notes may be affected by a higher or lower than anticipated rate of prepayments on the SME Loans. The rate of prepayment of SME Loans is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates (e.g. in the context of an environment with rising interest rate trends, prepayments on part of the portfolio with a fixed interest rate is expected to be lower), changes in tax laws (including, but not limited to, amendments to interest tax deductibility), local and regional economic conditions and changes in

Borrower's behaviour. No guarantee can be given as to the level of prepayments of principal on any SME Loan prior to its scheduled due date in accordance with the provisions for prepayments provided for in the relevant SME Loan Documents (each a ***Prepayment***) that the SME Loans may experience, and variation in the rate of prepayments of principal on the SME Loans may affect each Class of Notes differently.

This risk of prepayments is partially mitigated by any contractual penalty which may be applicable in the event of a Prepayment (each a ***Prepayment Penalty***) payable by the Borrower. In accordance with Article 9 of the Law of 21 December 2013 regarding the financing of small and medium sized enterprises (the ***SME Financing Law***), a Borrower who entered into a credit agreement after 10 January 2014 may at any time prepay the entire outstanding amount of its SME Loan, provided that:

(a) the Borrower gives the lender 10 business days prior notice per registered letter; and

(b) the Borrower pays a prepayment fee (if agreed with the lender) in accordance with limitations set out in article 9, §2 of the SME Financing Law.

For loans not falling under the SME Financing Law (including those entered into prior to the application of the SME Financing Law), the application of the limitation on prepayment fees in respect of loan agreements as provided for in article 1907bis of the Belgian Civil Code (limiting the prepayment fee to a maximum of 6 months interest calculated on the basis of the prepaid amount and the interest rate applicable in the agreement) has for long been a subject of debate in legal writing and case law. To date, the argumentation that only loan agreements are covered by the limitation on prepayment fees as set out in article 1907bis of the Belgian Civil Code, but that credit facilities would not be captured, is under pressure.

Finally, in the context of an environment of rising interest rates, prepayments on the Portfolio may lead to an improvement of the average interest rate on the Portfolio insofar as the Seller is able to replenish the Portfolio with New SME Receivables to which a higher interest rate applies.

Value of the Notes and Limited 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 with the price at which the Notes will be traded after the 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.

There is not at present, any active and/or liquid market for any Class of Notes. There can be no assurance that a secondary market for the Notes will develop or, if a secondary market does develop that it will provide Noteholders with liquidity of investment or that it will continue for the life of the Notes. The Manager has not entered into an obligation to establish and/or maintain a secondary market in the Notes.

A decrease in liquidity of the Notes may cause an increase in the volatility associated with the price of the Notes. Investors may not be able to sell their Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

Events of Default and Enforcement

Noteholders should be aware that they will not have individual rights to trigger an enforcement of the Notes or to take enforcement action against the Issuer or the Collateral. Upon the occurrence of certain specified events of default (including payment default, insolvency events and loss of status as institutional VBS having an adverse effect on the Transaction), the Security Agent may, and shall if so requested in writing by the Noteholders holding not less than twenty-five (25) per cent. in aggregate Principal Amount Outstanding of the highest ranking Class of Notes outstanding or by an Extraordinary Resolution of the holders of the highest ranking Class of Notes outstanding, serve an Enforcement Notice. In the event that the Issuer were to breach other contractual obligations not amounting to an Event of Default, the Noteholders will however not have a right to accelerate the Notes under the Conditions or the Transaction Documents.

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

Pursuant to the terms of the Pledge Agreement, the Security Agent may agree without the consent of the Noteholders and the other Secured Parties, to (i) any modification of any of the provisions of the Pledge Agreement, the Notes or any other Transaction Documents which is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Pledge Agreement, the Notes or any other Transaction Documents which is in the opinion of the Security Agent not materially prejudicial to the interests of the Noteholders and the other Secured Parties, *provided that* the Security Agent has notified the Rating Agencies. Any such modification, authorisation or waiver shall be binding on the Noteholders and the other Secured Parties.

The Security Agent shall have regard to the general interests of the Noteholders as a whole, or where applicable of the Noteholders of a Class of Notes, but shall not have regard to any interests arising from circumstances particular to individual Noteholders or the consequences of any such exercise for individual Noteholders. Accordingly, a conflict of interest may arise to the extent that the interests of a particular Noteholder are not aligned with those of the Noteholders generally.

Eurosystem collateral

The European Central Bank does not provide any pre-issuance advice regarding the eligibility of assets as Eurosystem collateral. The Eurosystem does only provide counterparties with advice regarding the eligibility of assets as Eurosystem collateral if such assets are submitted to it as collateral. No representations or warranties are therefore given by the Issuer, the Manager or any affiliated person as to whether the Notes will be accepted as eligible collateral within the Eurosystem and none of the Issuer and the Manager nor any affiliated person will have any liability or obligation in relation thereto if the Notes are at any time deemed ineligible for such purposes.

Rating of the Class A Notes

The ratings address timely payment of interest and ultimate repayment of principal at the Final Redemption Date in accordance with the Conditions of the Class A Notes.

The ratings expected to be assigned to the Class A Notes by the Rating Agencies are based on the value and cash flow generating ability of the SME Receivables and other relevant structural features of the Transaction, including, *inter alia*, the short-term and long-term unsecured and unsubordinated debt rating of the other parties involved in the Transaction, and reflect only the views of the Rating Agencies.

There is 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 the Rating Agencies as a result of changes in or unavailability of information or if, in the Rating Agencies judgement, circumstances so warrant. Any rating agency other than the Rating Agencies could seek to rate the Class A Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Class A Notes by the Rating Agencies, such unsolicited ratings could have an adverse effect on the value of the Class A 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 SME Receivables and/or the SME Loans and/or the Belgian market for SME loans, in general could have an adverse effect on the rating of the Class A Notes.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time. A rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Notes. There is no assurance that a revision or withdrawal of rating will at all times be made in a timely manner.

1.2 Risk factors regarding the SME Receivables

Set-Off

The sale of the SME Receivables to the Issuer and the pledge of the SME Receivables to the Security Agent will not be notified to the Borrowers nor to third party providers of Related 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 Related Security) and the Seller, potentially reducing amounts receivable by the Issuer (as assignee) and the beneficiaries of the Pledge in respect of the SME Receivables. To mitigate this risk under the SRPA and the Servicing Agreement the Seller will agree to indemnify the Issuer if a Borrower or provider of Related Security, claims a right to set-off against the SME Receivables. The rights to payment of such indemnity will be pledged in favor of the Secured Parties.

In addition, the provisions of the Belgian Law of 3 August 2012 on diverse measures to facilitate the mobilisation of claims in the financial sector (the ***Mobilisation Act***) have further reduced the risk that amounts receivable under the SME Receivables and the Related Security are reduced on the basis of set-off rights. The Issuer (and the Secured Parties as beneficiaries of the Pledge) will no longer be subject to set-off risk: (a) following notification of the assignment of the SME Receivables (and/or the Related 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.

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 counterparty has duly discharged its obligations due and payable to the debtor. 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, a Borrower (or a provider of Related Security) which has a claim against the Seller may try to invoke the defence of non-performance in respect of an SME Receivable suspending payments thereon.

However, pursuant to the Mobilisation Act, a debtor of an assigned SME Receivable cannot invoke the defence of non-performance (a) following notification of the assignment of the SME 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 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 defence of non-performance are only satisfied following or as a result of such insolvency proceedings or concurrence of creditors.

Allocation of unsecured debts

Part of the Portfolio consists of (and may constitute) SME Loans that have been originated under a *revolving* credit facility (*kredietopening/ouverture de crédit*) (a ***Credit Facility***). The Standard SME Loan Documentation provides that debts other than SME Loans may be allocated by the Seller to the Credit Facility that has been granted to the Borrower to the extent such Credit Facility is not fully drawn down. Such right to "allocate" (*imputatie/imputation*) other debts is intended to allow the Seller to enforce different types of loan security that has been created to secure the Credit Facility (in particular, but not only, registered Mortgages) also for such other debts owing by the Borrower to the Seller.

Where a Credit Facility under which SME Receivables are transferred to the Issuer is secured by a registered Mortgage that only secures the Credit Facility and not the debt (prior to allocation) which the Seller would allocate to the secured Credit Facility after the transfer date of the SME Receivables (the ***Transfer Date***), the question may arise as to the priority between the Issuer and the Seller upon enforcement of such Mortgage. If for the purpose of the enforcement the allocated debt is deemed to have come into existence prior to the relevant Transfer Date, it would by operation of law rank equally as the SME Receivables transferred to the Issuer. If the date that is taken into account is the date on which the SME Loan (related to the SME Receivables) is allocated to the Credit Facility by the Seller, then such debt would rank in priority behind the SME Receivables owned by the Issuer. In the Transaction Documents the Seller and the Issuer shall however agree that, in respect of any SME Receivables, all loans or other debts which are secured by the same Loan Security and all loans and other obligations originated under or included (*geimputeerd/imputé*) in the same Credit Facility are subordinated to the SME Receivables in relation to all sums received out of the enforcement of the Shared Security Interest. Such subordination may however not be prejudicial to the rights that would have been acquired by third parties prior to the date of such subordination or the Transfer Date.

Roll Over Term Loan

Part of the Portfolio purchased on the Closing Date will (or, on an SME Purchase Date, may) consist of SME Loans that on the Closing Date (or, on the relevant SME Purchase Date) qualify

as Roll Over Term Loans (see *Section 11.4.2(b)*). In respect of such Roll Over Term Loans the SME Receivables purchased by the Issuer will comprise all advances outstanding under such Roll Over Term Loan on the relevant Cut-off Date, including, without limitation, all rights and title in respect of the extension of any such advances that would result from a roll-over in accordance with the provisions of the relevant Loan Documents.

Under Belgian law, the distinction between "existing" (*bestaande*/*existantes*) receivables and "future" (*toekomstige*/*futures*) receivables is relevant in respect of Roll Over Term Loans. If receivables are to be regarded as future receivables, an assignment and/or pledge thereof will not be effective to the extent the receivable comes into existence after or on the date on which the assignor or, as the case may be, the pledgor has been declared bankrupt, has entered into liquidation or a judicial reorganisation. If, however, receivables are to be considered as existing receivables, the assignment and pledge thereof are not affected by the bankruptcy or suspension of payments (emergency regulations) of the assignor/pledgor. As in many jurisdictions, under Belgian law there are no generally accepted criteria which can in all circumstances be used to distinguish between existing and future receivables; since any receivable is a mere intangible, its existence will ultimately depend on how the contractual relationship between the debtor and creditor is to be construed. Under Belgian contract law, the main rule of construction is that a court needs to establish the true intent of the parties. In respect of the Roll Over Term Loan, the question is whether the rights related to amounts advanced following an extension thereof on a roll-over date, are to be regarded as existing or future receivables. The Issuer has been advised that on the basis of the factual information provided by the Seller as to the mechanics of the Roll Over Term Loans, the better analysis seems to be that the Borrower and the Seller in substance view a Roll Over Term Loan as a term loan with a floating interest (reset upon each roll-over) that is to be amortized over a specific longer term. This is supported by (i) the Standard SME Loan Documentation, which provides that the repayment obligations of the Borrower under a Roll Over Term Loan typically follow a contractually agreed amortization schedule and (ii) that – according to the information provided by the Seller - the rollover in respect of amounts outstanding under a Roll Over Term Loan is in first instance a technical and operational feature managed within the systems of the Seller (as a rule each roll-over happens automatically) without a specific obligation for the Borrower to have funds available to actually repay the advance on each roll-over date (i.e. in economic reality the debt continues to exist). In the absence of clear case law, the better view should be that the true intent of the parties to a Roll Over Term Loan typically is to have a term loan with floating interest rate and interest periods matching the roll-over periods and thus a characterization as an existing receivable rather than as a future receivable.

Set-off risk in respect of a Roll Over Term Loan could arise to the extent that the Seller would no longer be able to roll-over the amount advanced under such Loan: i.e. instead of rolling over the advance the Borrower would be required to actually repay the full amount of the advance on the roll-over date. If such accelerated full repayment would need to occur, the Borrower could try to claim that the damage caused thereby, could be set-off against its payments due under the Roll Over Term Loan. Such risk is however mitigated by the notice to be provided upon the occurrence of a Notification Event in which the Issuer, as legal owner of such SME Loan, would expressly allow the Borrower not to (p)repay, but instead continue the SME Loan on the basis of the initially agreed amortization schedule.

Foreclosure of the Loan Security

Without prejudice to the information set out in Section 14 *(Servicing of the SME Receivables)* below, in case of the procedures set out in Schedule 1 to the Servicing Agreement (***Foreclosure Procedures***), the sale proceeds of the sale of the Loan Security may not entirely cover the

outstanding amount under such SME Loan. 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 the Servicer following the sale of the SME Receivables to the Issuer, the Seller will not control the Foreclosure Procedures but rather will become subjected to any prior foreclosure procedures initiated by a third party creditor prior to the institution of Foreclosure Procedures by the Servicer.

Shared Security Interests

The Loan Security securing an SME Loan may include, *inter alia*, Mortgages, business pledges (*pand handelszaak / gage sur fonds de commerce*) which were *either* granted under the Belgian Act of 25 October 1919 on the pledge over a business (*Wet van 25 oktober 1919 betreffende het in pand geven van een handelszaak, het endossement van de factuur, de aanvaarding en de keuring van de rechtstreeks voor het verbruik gedane leveringen/ Loi du 25 Octobre 1919 sur la mise en gage du fonds de commerce l'escompte et le gage de la facture ainsi que l'agréation et l'expertise des fournitures faites directement à la consummation*) and timely registered in the national register (the ***National Pledge Register***)in accordance with the Law on Movable Security *or* granted under article 7, paragraph 2 of the Law on Movable Security (***Business Pledges***), farmers' liens which were either granted under the Belgian Act of 15 April 1884 on farmers' loans (*landbouwlening*/*prêts agricoles*) and timely registered in the National Pledge Register in accordance with the Law on Movable Security Interests or granted under Article 7, alinea 3 of Title XVII of Book III of the Belgian Civil Code (***Farmers' Liens***) , and joint and several guarantees.

Such Loan Security does not necessarily only secure the SME Loan, but often also secures (i) in case the SME Loan constitutes a term advance under a Credit Facility, all advances made and other obligations included (*geimputeerd/imputé*) from time to time under such Credit Facility (see also *Section Allocation of unsecured debts* above), or (ii) in many cases, all other amounts which the Borrower owes or in the future may owe to the Seller (***All Sums Security Interests***).

As a consequence of the sale of an SME Receivable to the Issuer, the Issuer and the Seller may thus share the benefit of the Loan Security (***Shared Security Interests***) since it may secure both the SME Receivable owing to the Issuer and other loans or obligations owing to the Seller.

To mitigate any competing claims in respect of any SME Loan secured by Shared Security Interests, the SRPA provides that all loans or other debts which are secured by the same Loan Security and all loans and other obligations originated under or included (*geimputeerd/imputé*) in the same Credit Facility are subordinated to the SME Receivables in relation to all sums received out of the enforcement of the Shared Security Interest.

Mortgage Mandates

Certain SME Loans secured over real property are not secured by an actual registered Mortgage, but only by a Mortgage Mandate. A Mortgage Mandate does not constitute an actual security which creates a priority right of payment out of the proceeds of a sale of the mortgaged real property (*onroerend goed / bien immobilier*), 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 provider of Related Security to certain attorneys enabling them to create a Mortgage as security for the SME 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. The Mortgage will only become enforceable against third parties upon registration of the Mortgage at the Mortgage Registrar. The ranking of the Mortgage is based on the date of registration. The Mortgage that is recorded first at the Mortgage

Registrar will rank first. Mortgages recorded on the same day will rank pari passu. When a Mortgage Mandate is transformed into a Mortgage, stamp duties (*registratierechten/droits d'enregistrement*) 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.

Investors should be aware that the Borrower or the third party provider of Loan Security that has granted a Mortgage Mandate, may grant (i) a mortgage to a third party that will rank ahead of the Mortgage to be created pursuant to the conversion of the Mortgage Mandate or (ii) a mortgage mandate to a third party that may be converted ahead of the Mortgage Mandate granted to the Seller, although this would generally constitute a breach of the contractual obligations of the Borrower or the third party provider of Loan Security.

In addition, it may not be possible to create an enforceable Mortgage by means of converting a Mortgage Mandate in certain circumstances, such as for example and without limitation, where 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 as against such third party, where the Borrower or the third party collateral provider is the subject of insolvency proceedings (or converts the mandate to secure pre-existing debts during the so-called "suspect period" prior to insolvency, which is a period which can be set up to six months prior to insolvency, or even longer in certain case, where it is deemed by the court to already be in a situation of cessation of payments) or collective debt settlement proceedings or where the Borrower or the third party collateral provider dies before the conversion.

As for the proportion of SME Loan covered by a Mortgage Mandate in the Initial Portfolio, please see Section 15 (*Description of the Portfolio*) table 26B.

Business Pledge Mandates

Certain SME Receivables are secured by a Business Pledge Mandate. Like the Mortgage Mandate, a Business Pledge Mandate does not constitute an actual security which creates a priority right of payment out of the proceeds of a sale of the pledged business (*handelszaak / fonds de commerce*), but would first need to be converted into a Business Pledge. The ***Business Pledge Mandate*** is an irrevocable power of attorney granted by a Borrower or a third party provider of Loan Security to certain attorneys enabling them to create a Business Pledge as security for the SME 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. Similar as is the case for a Mortgage Mandate , a Business Pledge will only become enforceable against third parties upon registration of the Business Pledge in the National Pledge Register in accordance with the Law on Movable Security. Until such time, the Business Pledge to be granted in accordance with the Business Pledge Mandate is subject to similar limitations as discussed in *Section Mortgage Mandate* above.

Intercreditor Agreements

The SME Loans may include loans in respect of which the Seller has entered into intercreditor agreements with other lenders. Such intercreditor agreements may include provisions pursuant to which (a) the enforcement proceeds of Related Security relating to the SME Loan may need to be shared with other lenders and/or the Seller will take part of the benefit of security interests provided by the Borrower to such other lenders and/or the Seller's right of payment under such SME Loan may be subordinated to those of other lender and/or (b) the Seller has agreed to consult with other lenders in respect of decisions and actions in relation to the SME Loan and the Related Security relating to the SME Loan and/or making such decisions or actions dependent on the prior

notification or the consent of (a majority of the) other lenders. The Seller will represent that any intercreditor agreements will not restrict the assignment of any of the SME Loans and the Collateral relating thereto.

Preferred Creditors under Belgian Law

Belgian law provides that several preferred rights (*privilèges/voorrechten*) may rank ahead of a mortgage or other security interest. These liens include by way of example 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 is declared bankrupt while or after being subject to a reorganisation with creditors (*réorganisation judiciaire/gerechtelijke reorganisatie*), 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 to the extent they contributed to safeguarding such 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 creditor.

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 Condition 2 *(Status, Security and Priority)*.

Unsecured SME Loans

The SME Loans may include loans which are not secured by any Loan Security. In such case, in the case of an insolvency or other form of concurrence of creditors of the Borrower of such SME Loan, the Issuer will merely have an unsecured non-preferred claim against the Borrower.

As for the proportion of unsecured SME Loan covered by a Mortgage Mandate in the Initial Portfolio, please see Section 15 (*Description of the Portfolio*) table 26A.

1.3 Risk factors relating to the structure

Commingling Risk

The Issuer's ability to make payments in respect of the Notes and to pay its operating and administrative expenses depends on funds being received from the Borrowers into the Collection Accounts and such funds subsequently being swept on a monthly basis by the Servicer to the Issuer's Transaction Account. In case of 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 moneys then standing to the credit of the Collection Accounts at such time. This risk is mitigated by (i) a monthly sweep of the cash representing the collection of moneys received in the related Monthly Collection Period in respect of the SME Loans by the Servicer on behalf of the Issuer from the Collection Accounts to the Transaction Account (meaning that collections will be held in the Collection Account for a maximum period of 1 calendar months and twenty-six (26) calendar days before being swept to the Transaction Account of the Issuer), (ii) an undertaking of the Seller to (at its own discretion) *either* (a) shorten the maximum period during which amounts will be held in the Collection Accounts before being swept into the Transaction Account to two (2) Business Days or (b) constitute a reserve in a Risk Mitigation Deposit Account (See *Section 6.2.1– Seller Cash Collection* and *Section 11.10–Risk Mitigation Deposit Amount* below) after the occurrence of a downgrade of the credit ratings of the Seller below the Commingling Required

Ratings and (iii) a rating trigger on the long term credit rating of the Seller according to which a downgrade below BBB- by Fitch or below Baa3 by Moody's (or such rating being withdrawn) constitutes a Notification Event.

No notification of the Sale and Pledge

Article 1690 of the Belgian Civil Code (*Belgisch Burgerlijk Wetboek* / *Code Civil Belge*) will apply to the transfer of the SME Receivables. Between the Seller and the Issuer, as well as against third parties (other than the Borrowers) the SME Receivables are transferred on the Closing Date (or, in respect of any New SME Loan, on the relevant SME Purchase Date) without the need for Borrowers' involvement. The sale of the SME Receivables to the Issuer and the pledge of the SME Receivables to the Noteholders and the other Secured Parties will not be notified to the Borrowers or third party providers of additional collateral until the occurrence of a Notification Event.

Until such notice to the Borrowers and third party providers of collateral:

(a) the liabilities of the Borrowers under the relevant SME Loans (and the liabilities of, 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 relevant SME Loans to the Issuer, will however, be the agent of the Issuer (for so long as it remains Servicer under the Servicing Agreement) for the purposes of the collection of moneys relating to the SME Loans and will be accountable to the Issuer accordingly. The failure to give notice of the transfer also means that the Seller can agree with the Borrowers or the providers of collateral to vary the terms and conditions of the relevant SME Loans or the Related Security and that the Seller in such capacity may waive any rights under the SME Loans and the Related Security. The Seller will, however, undertake for the benefit of the Issuer that it will not vary, or waive any rights under any of the SME Loan Documents or the Related Security other than in accordance with the Transaction Documents;

(b) if the Seller were to transfer or pledge its SME Receivables in respect of the same SME Loans or the Related Security 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 the Borrowers or, as the case may be, the third party providers of collateral and acts in good faith would have the first claim to the relevant SME Loans 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;

(c) payments made by Borrowers or third party collateral providers to creditors of the Seller, will validly discharge their respective obligations under the SME Loans or the additional collateral provided the Borrowers or, as the case may be, the third party collateral providers and such creditors act in good faith. However, the Seller will undertake:

    (i) to notify the Issuer of any attachment (*bewarend beslag* / *saisie conservatoire* or *uitvoerend beslag* / *saisie exécutoire*) by its creditors to any SME Loan or Related Security which may lead to such payments;

    (ii) not to give any instructions to the Borrowers or third party collateral providers to make any such payments; and

(iii) to indemnify the Issuer and the Security Agent against any reduction in the obligations to the Issuer of the Borrowers or third party collateral providers due to payments to creditors of the Seller; and

(d) Borrowers or third party collateral providers may raise against the Issuer (or the Security Agent) all rights and defences which existed against the Seller prior to notification of the transfer or pledge. Under the SRPA, the Seller will warrant in relation to each SME Loan and the Related Security that no such rights and defences have arisen in favour of the Borrower or the third party collateral providers up to the Closing Date. If a Borrower or third party 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 his favour against the Issuer, the Seller will indemnify the Issuer and the Security Agent against the amount by which the amounts due under the relevant SME Loan or the Related Security are reduced (whether or not the Seller was aware of the circumstances giving rise to the Borrower's or the third party collateral provider's claim at the time it gave the warranty described above).

The SRPA provides that upon the occurrence of certain Notification Events, including the giving of a notice by the Security Agent under Condition 9 (*Events of Default*) declaring that the Notes are immediately due and repayable (an ***Enforcement Notice***), the Issuer or the Security Agent will require the Seller to give notice to the Borrowers or any other debtor of any assigned right or collateral (as described in *Section 11.5.5*, below). If the Seller fails to comply with any such request of the Security Agent forthwith upon (a) receipt of such Enforcement Notice or (b) the occurrence of a termination event under the Servicing Agreement, the Issuer and the Security Agent shall (at the expense of the Seller) be entitled to give such notice(s).

Enforcement of security for the Notes

The Pledge Agreement is governed by Belgian law. Under Belgian law, upon enforcement of the security for the Notes and the other obligations of the Secured Parties, the Security Agent, acting in its own name, as representative of the Noteholders and the other Secured Parties and/or as agent of the Secured Parties (other than the Noteholders) (as applicable), will be permitted to collect any moneys payable in respect of the SME Receivables, any moneys payable under the contracts pledged to it and any moneys standing to the credit of the Issuer 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 realize the SME Receivables as soon as possible in accordance with the provisions of the Financial Collateral Law (and to realize those other pledged assets not governed by the Financial Collateral Law, in accordance with the provisions of the Title XVII of Book III of the Belgian Civil Code, as amended by the law of 11 July 2013 amending the Belgian Civil Code in respect of security on movable assets and abolishing various relevant provisions, as amended from time to time (the ***Law on Movable Security***))). The Secured Parties will have a first ranking claim over the proceeds of any such sale. Other than claims under the SRPA in relation to a material breach of a warranty and a right to be indemnified for all damages, loss and costs caused by such breach and a right of action for damages in relation to a breach of the Servicing Agreement, the Issuer and the Security Agent will have no other recourse to the Seller.

In addition to the other methods for enforcement permitted by law, Article 271/12, §2 of the UCITS Act also permits all Noteholders (acting together) to request the president of the enterprise court (*ondernemingsrechtbank/tribunal de l'entreprise*) 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 terms on which the Security will be held will provide that upon enforcement, certain payments (including *inter alia* all amounts payable to the Security Agent, the Servicer, the GIC Provider, the Administrator, the Corporate Services Provider and the Accounting Services Provider by way of fees, costs and expenses) will be made in priority to payments of interest and principal on the Notes. All such payments which rank in priority to the Notes and all payments of interest and principal on the Notes will rank ahead of all amounts then owing to the Seller under the SRPA.

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 SME Receivables are still outstanding, may depend upon whether the SME 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 loans to small and medium sized enterprises and mid corporates in Belgium. Accordingly, there is a risk that neither the Issuer nor the Security Agent will be able to sell or refinance the SME Receivables on appropriate terms should either of them be required to do so.

The enforcement rights of creditors are stayed during bankruptcy proceedings. The Secured Parties will be entitled to enforce their security, but only after the 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 stay 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. This stay of enforcement does not apply, however, to the enforcement of a pledge over a bank account and over bank receivables (*bankvorderingen/créances bancaires*) and would not be applicable to the Issuer Accounts and the SME Receivables in accordance with the provisions of the Financial Collateral Law.

1.4 Risk factors regarding transaction parties

Reliance on ING Belgium NV /SA

The ability of the Issuer to duly perform its obligations under the Notes will depend to a large extent on the due performance by other transaction parties of their obligations and duties under the Transaction Documents. Thus the Issuer will in particular be dependent on ING Belgium NV/SA as GIC Provider, Servicer, Corporate Services Provider, Accounting Services Provider, Calculation Agent and Domiciliary Agent. This risk is mitigated by rating triggers on ING Belgium NV/SA under the relevant Transaction Documents.

Force majeure

Belgian law recognised the doctrine of *overmacht/force majeure,* permitting a party to 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 them to be freed from their obligations under the Transaction Documents to which it is a party. This could prejudice the ability of the Issuer to meet its obligations.

1.5 Regulatory risk factors

Change in law and/or regulatory, accounting and/or administrative procedures

The structure of the transaction described in this Prospectus and, inter alia, the issue of the Notes and the ratings which are assigned to them are based on law, tax rules, tax or accounting rules, regulations, guidelines, rates and procedures, and administrative practice in effect at the date of this Prospectus. No assurance can be given that there will be no change to such law, tax or accounting rules, regulations, guidelines, 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.

This risk is partly mitigated by the existence of the Optional Redemption for Tax Reasons, the Optional Redemption in case of Change of Law or the redemption in case of Regulatory Change (See Conditions 5.5 to 5.7 including 5.6).

Non-compliance with Securitisation Regulation and the STS requirements may have an adverse impact on the regulatory treatment of Notes and/or decrease liquidity of the Notes

Although this Transaction has been structured by ING as Seller and the Issuer to comply with, and in their view complies with, the requirements for STS-Securitisations under the Securitisation Regulation on the Closing Date, and compliance is expected to be verified by Prime Collateralised Securities (PCS) EUR SAS (**"PCS"**) on the Closing Date, no assurance can be given that it has or will continue to have this status throughout its lifetime. Non-compliance with such status may result in higher capital requirements for investors. Furthermore, non-compliance could result in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Seller which may be payable or reimbursable by the Issuer or the Seller. As each of the Priority of Payments do not foresee a reimbursement of the Issuer for the payment of any of such administrative sanctions and/or remedial measures, the repayment of the Notes may be adversely affected.

Reliance on verification by PCS

The Seller, as originator, and the Issuer, as SSPE (as defined in the Securitisation Regulation), have used the services of PCS, a third party authorised pursuant to article 28 of the Securitisation Regulation, to verify whether this Transaction complies with articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by PCS on the Closing Date. Although this Transaction has been structured to comply with the requirements for STS-Securitisations under the Securitisation Regulation, none of the Issuer, the Seller, the Arranger or the Manager or any other Transaction Parties gives any explicit or implied representation or warranty as to (i) effective inclusion in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation, (ii) that this Transaction does or continues to comply with the Securitisation Regulation, (iii) that this Transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the Securitisation Regulation after or on the date of this Prospectus.

If this Transaction is not recognised or designated as 'STS', this will impact on the potential ability of the Notes to achieve better or more flexible regulatory treatment in the European Union.

Data Protection

To the extent the transfer of SME Loans entails the transfer or processing of personal data in relation to the Borrowers, the transfer of SME Loans by the Seller to the Issuer in connection with the Transaction includes a processing of personal data under the European General Data Protection Regulation (***GDPR***), and other privacy and data protection laws or regulations applicable in Belgium (herein the ***Applicable Privacy Laws***).

GDPR 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 or take steps at the request of the data subject prior to entering into a contract, 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). It seems reasonable to take the view that the processing and transfer of data relating to the SME Loans by the Seller to the Issuer is permitted under the latter two grounds, so that the prior consent of the Borrowers must not be obtained.

Without further regulatory guidance or consultation with competent data protection authorities, there is however no complete certainty whether this is sufficient to fully comply with the Applicable Privacy Laws.

In accordance with the provisions of the SRPA, the Seller, the Issuer and the Security Agent have agreed that, prior to a Notification event, data in relation to the SME Receivables will be transferred to the Issuer or the Security Agent only if and so far as needed to identify the SME Loans in respect of which the SME Receivables are transferred and taking into account the data minimisation principle and using pseudonymisation techniques where possible. In accordance with the provisions of the Pledge Agreement, the Issuer, the Security Agent and the other Secured Parties have also agreed that, prior to the occurrence of notification event, data in relation to the SME Receivables will be transferred to the Issuer, the Security Agent and/or the other Secured Parties only if and so far as needed to identify the SME Loans in respect of which the SME Receivables are pledged and taking into account the data minimisation principle and using pseudonymisation techniques where possible.

The Seller shall deliver to a custodian (the ***Custodian***) from time to time an updated list of assigned SME Receivables including personal data needed to be able to contact the relevant Borrowers and which shall be held by the Custodian in strict confidentiality and subject to the provisions of a Deposit Agreement and the Applicable Privacy Laws. In accordance with the provisions of the Deposit Agreement, the Custodian shall only be entitled to deliver the lists of SME Receivables to the Issuer or the Security Agent following the occurrence of a Notification Event at the instruction of the Issuer or the Security Agent, as the case may be. In accordance with the provisions of respectively the SRPA and the Pledge Agreement, the Issuer, the Security Agent and the other Secured Parties have agreed that at any time they will refrain from obtaining access to or otherwise process (i) personal data of Borrowers or (ii) the lists of SME Receivables other than at the time of notification of the Borrowers upon the occurrence of a Notification Event.

Based on the above arrangement, it can be argued that the Servicer will in first instance remain the data controller in the framework of the Transaction and the Custodian the data processor in respect of the personal data of the Borrowers. Following the occurrence of a Notification Event, the Issuer and/or the Security Agent will need to comply with the obligations under the Applicable Privacy Laws.

The practical application of the provisions of Applicable Privacy Laws to transactions such as the Transaction is not always fully clear. The breach of the obligations under the Applicable Privacy Laws may however give rise to criminal and civil liability claims for compensation to the Borrowers, severe administrative fines and penalties as well as other sanctions which, if imposed, could have a severe impact on capacity and operations of the Issuer, as the case may be, to repay the Notes.

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 ***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 in the Credit Institutions Supervision Law. Under the Belgian bank recovery and resolution regime, the supervisory and resolution authorities (which include 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 Law 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. The Credit Institutions Supervision Law grants a “bail in” power to the NRA.

It should be noted that (i) certain elements of the Credit Institutions Supervision Law 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 Law 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 Law 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 Law are still in draft form, or subject to political discussion, at the European level. Whilst the Credit Institutions Supervision Law contains powers to allow the government to conform the Credit Institutions Supervision Law 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 Law.

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

The Issuer itself is not an institution subject to the provisions of the BRRD or the transposed rules in the Credit Institution Supervision Law. The Notes issued by the Issuer are not subject to bail-in.

Changes or uncertainty in respect of EURIBOR may affect (i) the value and/or (ii) payment of interest under the Class A Notes

Various interest rate benchmarks (including EURIBOR and other interest rates or other types or rates and indices which are deemed to be "benchmarks") are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Class A1 and the Class A2 Notes which reference EURIBOR.

Prospective investors should in particular be aware that:

(a) any of these reforms or any other changes to a relevant interest rate benchmark (including EURIBOR) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;

(b) if EURIBOR is discontinued or is otherwise unavailable and an amendment as described in paragraph (c) below has not been made at the relevant time, then the rate of interest on the Notes will be determined for a period by the fall-back provisions provided for under Condition *4* (*Interest*), although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading banks (in the Euro-zone interbank market in the case of EURIBOR), may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time); and

(c) while an amendment may be made under Condition *4* (*Interest*) to change the base rate from EURIBOR to an alternative or successor base rate under certain circumstances broadly related to EURIBOR discontinuation and subject to certain conditions being satisfied, there can be no assurance that any such amendment will be made or, if made, that it (i) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Class A Notes or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant.

In addition, there is no guarantee that any Adjustment Spread will be determined or applied, or that the application of any such factor will either reduce or eliminate economic prejudice to Noteholders as a consequence of the replacement rate. Furthermore, the process of determination of a replacement for EURIBOR may result in the effective application of a fixed interest rate to what was previously a Note to which a floating rate of interest was applicable. The use of the Alternative

Rate or Successor Rate may therefore result in the Notes that referenced EURIBOR to perform differently if interest payments are based on the Alternative Rate or Successor (including potentially paying a lower interest rate) than they would do if EURIBOR were to continue to apply in its current form. Furthermore, the Conditions of the Notes may be amended by the Issuer, as necessary to facilitate the introduction of an Alternative Rate without any requirement for consent or approval of all of the Noteholders.

Moreover, any of the above matters (including an amendment to change the base rate as described in paragraph (c) above) or any other significant change to the setting or existence of EURIBOR could affect the ability of the Issuer to meet its obligations under the Notes and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Class A Notes. Changes in the manner of administration of EURIBOR could result in adjustment to the Conditions or other consequences in relation to the Notes. No assurance may be provided that relevant changes will not occur with respect to EURIBOR or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist. Furthermore, there is a risk that the application of the Alternative Rate will not be effective or is not in compliance with the Benchmarks Regulation. In such case the Issuer is likely to propose alternatives for the alternative base rate seeking consent of the Noteholders. As a result, the Issuer may not be in a position to timely pay the interest due under the Notes and therefore, the Noteholders may not receive such amounts in a timely manner.

Investors should consider these matters when making their investment decision with respect to the Notes. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Notes in making any investment decision with respect to the Notes.

1.6 Risk factors regarding tax

Tax treatment of interest payments by the Borrowers under the SME Loans under article 198, §1, 10°/1 to 10°/3 of the BITC 1992

The legislator added new provisions in respect of anti-hybrid tax (Article 198, §1, 10°/1 to 10°/4 of the BITC 1992) which entered into force on 1 January 2019, as further explained in a public individual advanced ruling decision concerning a different financial market transaction (Nr. 2018.0521 dd. 24.07.2018). The Notes should not qualify as a structured arrangement within the meaning of this anti-hybrid tax legislation since the terms of the Notes do not integrate any value derived from an hybrid effect neither have been issued in view of generating an hybrid effect. In the unlikely event that the SME Loans were considered as being stapled with the Notes for the purposes of the anti-hybrid tax legislation, interest payments by the Borrowers under the SME Loans should not constitute disallowed expenses on this basis.

No Gross-Up for Taxes

If withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatever nature are imposed or levied by or on behalf of the Kingdom of Belgium (or any sub-division therein or thereof), any authority therein or thereof having power to tax, the Issuer will make the required withholding or deduction of such taxes, duties, assessments 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.
SME Receivables

SECTION 2

IMPORTANT INFORMATION

2.1 Selling and holding restrictions

2.1.1 Eligible Holders Only

The Notes offered by the Issuer may only be subscribed, purchased or held by investors that satisfy each of the following criteria (***Eligible Holders***):

(a) they are per se 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 2 to this Prospectus);

(b) they have not registered to be treated as non-professional investors in accordance with Annex A, (I), second indent, of the Royal Decree of 19 December 2017 concerning further rules for implementation of the directive on markets in financial instruments;

(c) they are not retail clients (as defined in the MiFID II);

(d) they are not consumers (*consumenten/consommateurs*) within the meaning of the Economic Law Code; and

(e) they are holders of an exempt securities account (***X-Account***) with the Securities Settlement System operated by the National Bank of Belgium 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 an Eligible Holder shall be void and not binding on the Issuer and the Security Agent. If a Noteholder ceases to be an Eligible Holder, it is obliged to report this to the Issuer and it must promptly transfer the Notes it holds to a person that qualifies as an Eligible Holder. 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, will be suspended.

2.1.2 No Excluded Holder

The Notes may not be acquired by an Excluded Holder.

An ***Excluded Holder*** means an investor that satisfies any of the following criteria:

(a) 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, §1, 11° of the Belgian Income Tax Code 1992 (***BITC 1992***));

(b) a Belgian or foreign transferee (i) that qualifies as an "affiliated company" (within the meaning of Article 1:20 of the Company Code) of the Issuer, save where such transferee also qualifies as a "financial institution" referred to in Article 56, §2, 2° of the BITC 1992, or (ii) that qualifies as an "undertaking associated" (*entreprise associée/geassocieerde ondernemingen*) with the Issuer and/or a Borrower (within the meaning of Article 2, §1, 16° of the BITC 1992, when applicable) or (iii) which is part, with the Issuer and/or a Borrower, of the same undertaking (*même entreprise/dezelfde onderneming*) (within the meaning of Article 2, §1, 16° of the BITC 1992, when applicable);

(c) a foreign transferee being a resident of or having an establishment in a tax haven jurisdiction as referred to in Article 307, §1/2, first to third indent of the BITC1992; or

(d) a Belgian or foreign transferee acting, for the purposes of the Notes, through a bank account held with a credit institution located or having a permanent establishment in a tax haven jurisdiction as referred to in Article 307, §1/2, first to third indent of the Belgian Income Tax Code of 1992.

2.1.3 General

This Prospectus does not constitute 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. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part thereof) comes are required to inform themselves about, and to observe, any such restrictions. 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 Section 17 (*Subscription and Sale of the Notes*).

No one is authorised to give any information or to make any representation concerning the issue of the Notes other than those contained in this Prospectus in accordance with applicable laws and regulations. Neither this Prospectus nor any other information supplied constitutes an offer or invitation by or on behalf of the Issuer or the Manager to any person to subscribe for or to purchase any Notes.

2.2 Responsibility Statements

The Issuer is responsible for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus, is in accordance with the facts and makes no omission likely to affect its import. Any information from third-parties identified in this Prospectus as such, has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by a third party, does not omit any facts which would render the reproduced information inaccurate or misleading.

The Seller accepts responsibility solely for the information contained in Section 11, Section 12, Section 14 and 20.1 of this Prospectus. To the best of the knowledge of the Seller , the information contained in Section 11, Section 12, Section 14 and 20.1 of this Prospectus is in accordance with the facts and makes no omission likely to affect its import. Any information in these sections and any other information from third-parties identified as such in these sections has been accurately reproduced and as far as the Seller is aware and is able to ascertain from information published by that third-party, does not omit any facts which would render the reproduced information inaccurate or misleading.

The Servicer is responsible solely for the information contained in Section 13 and 20.2 of this Prospectus. To the best of the knowledge of the Servicer the information contained in these sections is in accordance with the facts and makes no omission likely to affect its import . Any information in these sections and any other information from third-parties identified as such in these sections has been accurately reproduced and as far as the Servicer is aware and is able to ascertain from information published by that third-party, does not omit any facts which would render the reproduced information inaccurate or misleading.

The Security Agent is responsible solely for the information contained in Section 8 and section 20.3 of this Prospectus. To the best of the knowledge of the Security Agent the information contained in this section is in accordance with the facts and makes no omssion likely to affect its import. Any information in this section and any other information from third-parties identified as such in this section has been accurately reproduced and as far as the Security Agent is aware and is able to ascertain from information published by that third-party, does not omit any facts which would render the reproduced information inaccurate or misleading.

2.3 Representations about the Notes

No person, other than the Issuer and the Seller, is, or has been authorised to give any information or to make any representation concerning the issue and sale of the Notes which is not contained in or not consistent with this Prospectus or any other information supplied in connection with the offering of the Notes and, if given or made, any such information or representation must not be relied upon as having been authorised by, or on behalf of, the Issuer or the Seller, the Security Agent, the Manager, the Arranger, the Administrator, the Servicer, the GIC Provider, the Domiciliary Agent, the Calculation Agent, the Listing Agent, the Accounting Services Provider, the Corporate Services Provider, or any of their respective affiliates. Neither the delivery of this Prospectus nor any offer, sale, allotment or solicitation made in connection with the offering of the Notes shall, in any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer or the Seller or the information contained herein since the date hereof or that the information contained herein is correct at any time subsequent to the date hereof.

2.4 Financial Condition of the Issuer

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 in this Prospectus is correct at any time after the date of this Prospectus. The Issuer and the Seller have no obligation to update this Prospectus, except when required by any regulations, laws or rules in force, from time to time.

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 for the purposes of making its own appraisal of the creditworthiness of the Issuer and when deciding whether or not to purchase any Notes or to hold any Notes during the life of the Notes.

2.5 Supplement

The Issuer is required to prepare a supplement to the Prospectus without undue delay, in accordance with article 23(1) of the Prospectus Regulation, if a significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus occurs, provided it is capable of affecting the assessment of the Notes and which arises or is noted

between the time when the Prospectus is approved and the time when trading of the Notes on a regulated market begins.

2.6 Cancellation of the Offer

The Manager shall be entitled to cancel its obligations to subscribe to 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 Manager shall be released and discharged from their obligations and liabilities in connection with the issue and the sale of the Notes.

2.7 Contents of the Prospectus

The contents 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 advisers prior to making a decision to invest in the Notes.

2.8 Currency

Unless otherwise stated, references to ***€***, ***EUR*** or ***euro*** are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union.

2.9 Compartments

Belgian Lion NV/SA, *institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge*, consists of several subdivisions (each subdivision a ***Compartment***) (see *Sections 1.2 - Compartments and 7.6* below). In this Prospectus the term "Issuer" shall generally refer only to Belgian Lion NV/SA, *institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge*, acting through and for the account of its Compartment Belgian Lion SME IV, unless where the context requires, such term may refer to the entire company as such, but in each case without prejudice to the limitation of recourse set out in *Section 6.5.5* below.

2.10 Weighted Average Life of the Notes

The Weighted 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 estimate and assumption in *Section 4 (Overview of the Transaction and Structure Diagram)* will prove in any way to be correct. The estimated Weighted Average Life must therefore be viewed with considerable caution and Noteholders should make their own assessment thereof.

2.11 Capitalised Terms

Capitalised terms that are not defined in the body of the Prospectus shall have the meaning given to them in the Conditions of the Notes attached as Annex 1 to this Prospectus.

SECTION 3

REGULATORY AND INDUSTRY COMPLIANCE

Volcker Rule

The enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the ***Dodd-Frank Act***), which was signed into law on 21 July 2010, imposed a new regulatory framework over the U.S. financial services industry and the U.S. consumer credit markets in general. On 10 December 2013, U.S. regulators adopted final regulations to implement Section 619 of the Dodd-Frank Act, which added a new Section 13 to the Bank Holding Company Act of 1956, commonly referred to as the "Volcker Rule" (the ***Volcker Rule***).

The Volcker Rule generally prohibits "banking entities" (broadly defined to include U.S. banks, bank holding companies and foreign banking organisations, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in, or sponsoring, a "covered fund" and (iii) entering into certain relationships with such funds, subject to certain exceptions and exclusions.

The Issuer is of the view that it is not now, and immediately after giving effect to the offering and sale of the Notes and the application of proceeds thereof on the Closing Date, will not be a "covered fund" for the purposes of regulations adopted under the Volcker Rule. In reaching this conclusion, the parties have relied on the determination that the Issuer would satisfy all of the elements of the loan securitization exclusion provided for by section __.10(c)(8) of the Volcker Rule, although other statutory or regulatory exclusions and/or exemptions may be available. Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof should consult its own legal advisors regarding such matters and the other potential effects of the Volcker Rule and should conduct its own analysis to determine whether the Issuer is a "covered fund" for its purposes.

If the Issuer is considered a "covered fund", the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from or face restrictions in, investing in the Notes. The Volcker Rule and any similar measures introduced in another relevant jurisdiction may, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in the Notes should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each prospective investor must determine for itself whether it is a banking entity subject to regulation under the Volcker Rule. None of the Arranger, the Manager, the Issuer, the Administrator, the Seller, the Servicer, the Security Agent or any other Transaction Party makes any representation to any prospective investor regarding the application of the Volcker Rule to the Issuer or to such prospective investor‘s investment in the Notes, as of the date hereof or at any time in the future.

Any prospective investor in the Notes, including a U.S. or non-U.S. bank or an affiliate or subsidiary thereof, should consult its own legal advisors regarding such matters and the other potential effects of the Volcker Rule in respect of any investment in the Notes and should conduct its own analysis to determine whether the Issuer is a "covered fund" for its purposes.

Securitisation Regulation

On 12 December 2017, the European Parliament adopted the Securitisation Regulation, which lays down common rules on securitisation and which applies from 1 January 2019. The Securitisation Regulation creates a single set of common rules for European "institutional investors" (as defined in the Securitisation Regulation) as regards (i) risk retention, (ii) due diligence, (iii) transparency and (iv) underwriting criteria for loans to be comprised in securitisation pools. Such common rules replace the corresponding provisions that previously applied to credit institutions and investment firms, insurance and reinsurance undertakings and alternative investment fund managers under other EU directives and regulations and introduce similar rules for UCITS management companies and internally managed UCITS as regulated by the UCITS Directive and for institutions for occupational retirement provisions falling within the scope of Directive (EU) 2016/2341 and any investment manager or an authorised entity appointed by an institution for occupational retirement provisions pursuant to Article 32 of Directive (EU) 2016/2341. Secondly, the Securitisation Regulation creates a European framework for simple, transparent and standardised securitisations.

The Securitisation Regulation applies to the Notes. Furthermore, this Transaction aims to fulfil the requirements of articles 19 up to and including 22 of the Securitisation Regulation in order for this Transaction to qualify as an STS-Securitisation. The risk retention, transparency, due diligence and underwriting criteria requirements under the Securitisation Regulation apply in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules made at the national level), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Prospective and actual investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements.

Although this Transaction has been structured by ING as originator and the Issuer to comply with the requirements for STS-Securitisations under the Securitisation Regulation on the Closing Date, none of the Issuer, the Seller, the Arranger, the Manager, the Security Agent or any other Transaction Party gives any explicit or implied representation or warranty (i) as to the effective inclusion of this transaction in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation, (ii) that this Transaction does or continues to comply with the Securitisation Regulation or (iii) that this Transaction will be or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the Securitisation Regulation. Investors should also note that, to the extent this Transaction is designated an STS-securitisation, the designation of a Transaction as an STS-securitisation is not an assessment by any party as to the creditworthiness of that Transaction but is instead a reflection that the specific requirements of the Securitisation Regulation have been met as regards compliance with the STS Requirements. In accordance with Article 27.4 of the Securitisation Regulation, an originator will immediately notify ESMA and its competent authority when a securitisation no longer meets the STS Requirements. *Retention statement and information undertaking*

The Seller (in its capacity as originator), has undertaken to retain, on an ongoing basis, a material net economic interest of not less than five (5) per cent. in the Transaction in accordance with article 6(1) of the Securitisation Regulation.

As at the Closing Date, such material net economic interest will be held by the Seller by the retention of 5% of the nominal value of each of the Classes of Notes sold or transferred to investors

(the ***Retained Notes***) in accordance with article 6(3)(a) of the Securitisation. The Seller shall undertake in the Subscription Agreement that it will not enter into any credit risk mitigation, short position or any other hedge or credit risk hedge with respect to the Retained Notes, in each case except to the extent permitted by the risk retention requirements under the Securitisation Regulation and the implementing regulations. In addition, the Seller shall undertake to notify immediately to the Issuer and the Security Agent of any breach or change to the manner in which it retains such material net economic interest.

In addition to the information set out herein and forming part of this Prospectus, the Seller is acting as the Reporting Entity (the ***Reporting Entity***), as designated entity under article 7(2) of the Securitisation Regulation, has undertaken to make available information to investors, potential investors (upon request) and competent authorities, in accordance with and as required pursuant to article 7 of the Securitisation Regulation so that investors, potential investors (upon request) and competent authorities, are able to verify compliance with article 6 of the Securitisation Regulation, as applicable. Each prospective investor should ensure that it complies with the Securitisation Regulation to the extent applicable to it.

Disclosure Requirements

For the purpose of article 7(2) of the Securitisation Regulation, the Seller has been designated as the entity responsible for compliance with the applicable requirements of article 7(1) of the Securitisation Regulation .

The Seller has undertaken in the Receivables Purchase Agreement that it will fulfil the requirements of (i) article 7 of the Securitisation Regulation, (ii) the technical standards set out in the Commission Implementing Regulation (EU) 2020/1225 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission (the ***Article 7 ITS****),* (iii) the technical standards set out in the Commission Delegated Regulation (EU) 2020/1224 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission (the ***Article 7 RTS***, together with the Article 7 ITS, the ***Article 7 Technical Standards***).

The Seller shall be responsible for the compliance with article 7 of the Securitisation Regulation, in accordance with article 22(5) of the EU Securitisation Regulation.

The information will be made available by the Seller to the investors and competent authorities referred to in article 29 of the Securitisation Regulation and, upon request, to potential investors in electronic form and can be obtained on the EDW website (https://editor.eurodw.eu).

For the avoidance of doubt, the contents of the EDW website do not form part of this Prospectus.

Due Diligence Requirements under the EU Securitisation Regulation

Prospective investors should be aware of the due diligence requirements under article 5 of the Securitisation Regulation that apply to institutional investors with an EU nexus (including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, institutions for occupational retirement provision and UCITS funds). Amongst other things, such requirements restrict an institutional investor (other than the originator, sponsor or original lender within the meaning of article 2(3) of the Securitisation Regulation) from investing in securitisation positions unless, prior to holding the securitisation position:

(a) that institutional investor has verified that:

(i) for certain originators, certain credit-granting standards were met in relation to the origination of the underlying exposures;

(ii) the risk retention requirements set out in article 6 of the EU Securitisation Regulation are being complied with; and

(iii) information required by article 7 of the EU Securitisation Regulation has been made available; and

(b) that institutional investor has carried out a due diligence assessment which enables it to assess the risks involved, which shall include at least (among other things) the risk characteristics of its securitisation position and the underlying exposures of the securitisation, and all the structural features of the transaction that can materially impact the performance of its securitisation position.

In addition, under article 5(4) of the Securitisation Regulation, an institutional investor (other than the originator, sponsor or original lender) holding a securitisation position shall at least establish appropriate written procedures that are proportionate to the risk profile of the securitisation position and, where relevant, to the institutional investor's trading and non-trading book, in order to monitor, on an ongoing basis, compliance with its due diligence requirements and the performance of the securitisation position and of the underlying exposures. Depending on the approach in the relevant EU Member State, failure to comply with one or more of the due diligence requirements may result in penalties including fines, other administrative sanctions and possibly criminal sanctions. In the case of those institutional investors subject to regulatory capital requirements, penal capital charges may also be imposed on the securitisation position (i.e., notes) acquired by the relevant institutional investor.

Investors are required to assess compliance with articles 5, 6 and 7 of the Securitisation Regulation

Each prospective investor is required to independently assess and determine the sufficiency of the information described in this Prospectus for the purposes of complying with articles 5, 6 and 7 of the Securitisation Regulation and its own situation and obligations in this respect.

The Issuer, the Seller, the Servicer, the Security Agent, the Administrator, the Paying agent, the Domiciliation Agent, the Arranger and the Manager make no representation or warranty that such information is sufficient in all circumstances.

Non-compliance with Chapter 2 of the Securitisation Regulation 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. Prospective investors and investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non-compliance with articles 5, 6 and 7 of the Securitisation Regulation should seek guidance from their regulator.

STS-securitisation statements

Pursuant to article 18 of the Securitisation Regulation a number of requirements must be met if the originator and the SSPE's wish to use the designation 'STS' or 'simple, transparent and standardised' for securitisation transactions initiated by them.

The Seller and the Issuer intend for and have set-up the Transaction to comply with the requirements for STS-Securitisations under the Securitisation Regulation on the Closing Date. The Seller has submitted an STS Notification to ESMA in accordance with article 27 of the Securitisation Regulation, pursuant to which compliance with the requirements of articles 19 to 22 of the Securitisation Regulation has been notified with the intention that the securitisation transaction described in this Prospectus is to be included in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation on the website of ESMA, where the STS Notification can also be dowloaded (https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation). However, none of the Seller or the Issuer give any explicit or implied representation or warranty as to (i) effective inclusion in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation, (ii) that the securitisation transaction described in this Prospectus does or continues to comply with the Securitisation Regulation and (iii) that this securitisation transaction will be or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the Securitisation Regulation after the date of this Prospectus. The STS securitisation status of the Notes is not static and investors should verify the status on the ESMA register website, which will be updated when the Notes are no longer considered to be STS compliant following a decision of competent authorities or a notification by the Seller.

In accordance with Article 27.4 of the Securitisation Regulation, an originator will immediately notify ESMA and its competent authority when a securitisation no longer meets the STS Requirements. Furthermore, if the Seller or the Issuer would have knowledge of any issue regarding the continued compliance of the Transaction with the STS requirements, such knowledge could amount to insider information. Such knowledge would then be made public in accordance with the applicable regulations on insider information.

Without prejudice to the above, the Seller and the Issuer confirm the following to the extent relating to it, which confirmations are made on the basis of the information available with respect to the Securitisation Regulation and related regulations and interpretations (including, without limitation, the EBA STS Guidelines Non-ABCP Securitisations and the RTS Homogeneity), and are subject to any changes made therein after the date of this Prospectus:

(a) For the purpose of compliance with article 20(1) of the Securitisation Regulation, the Seller and the Issuer confirm that pursuant to the SME Receivables Purchase Agreement the Issuer will purchase and accept from the Seller the assignment of the SME Receivables as a result of which legal title to the SME Receivables is transferred to the Issuer and such purchase and assignment will be enforceable against the Seller and third parties of the Seller, subject to any applicable bankruptcy laws or similar laws affecting the rights of creditors and as a result thereof the requirement stemming from article 20(5) of the Securitisation Regulation is not applicable (see also Section 11 (*SME Receivables Purchase Agreement*)).

(b) For the purpose of compliance with article 20(2) of the Securitisation Regulation, the Seller and the Issuer confirm that the Belgian insolvency law, as included in Book XX of the Belgian Code of Economic Law, does not include severe claw-back provisions as referred to in article 20(2) of the Securitisation Regulation. Furthermore, the Seller will represent on the relevant purchase date to the Issuer in the SME Receivables Purchase Agreement that (a) its registered office, head office and central administration (*hoofdbestuur/administraton centrale*) is located in Belgium and (b) it is not in a situation of cessation of payments, subject to any administrative or judicial proceedings that could reasonably be expected to

have a material adverse impact on its business or financial conditions, or otherwise insolvent (see also Section 11 (*SME Receivables Purchase Agreement*)).

(c) For the purpose of compliance with the relevant requirements, among other provisions, stemming from articles 20(6), 20(7), 20(8), 20(10), 20(11) and 20(12) of the Securitisation Regulation, the Seller and the Issuer confirm that only SME Receivables resulting from SME Loans which satisfy the Eligibility Criteria, Portfolio Criteria and the representations and warranties made by the Seller in the SME Receivables Purchase Agreement and as set out in Section 11 (*SME Receivables Purchase Agreement*) will be purchased by the Issuer.

(d) For the purpose of compliance with the requirements stemming from article 20(6) of the Securitisation Regulation, to the effect that the SME Receivables need to be unencumbered, reference is made to the representation and warranty set forth in Section 11.4.2(c)(Representations, Warranties and Eligibility Criteria).

(e) For the purpose of compliance with the requirements stemming from article 20(7) of the Securitisation Regulation, the Issuer and the Seller are of the view that the Transaction Documents do not allow for active portfolio management of the SME Receivables on a discretionary basis (see representation of the Seller in Section 11.4.1(i))

(f) For the purpose of compliance with the requirements stemming from article 20(8) of the Securitisation Regulation, the SME Receivables are homogeneous in terms of asset type, taking into account the cash flows, credit risk and prepayment characteristics of the Receivables within the meaning of article 20(8) of the Securitisation Regulation and the SME Loans satisfy the homogeneity conditions of Article 1(a), (b), (c) and (d) of the RTS Homogeneity (see also Section 15 (*Description of The Portfolio*)). In addition, for the purpose of compliance with the relevant requirements stemming from article 20(8) of the Securitisation Regulation, reference is made to the representations and warranties set forth in section 11.4.2(y) (Eligibility Criteria). Furthermore, for the purpose of compliance with the relevant requirement stemming from article 20(8) of the Securitisation Regulation, a transferable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council will not meet the Eligibility Criteria and as a result thereof the underlying exposures to be sold and assigned to the Issuer shall not include such transferable securities (see also section 11.4.2(y) (Eligibility Criteria)).

(g) For the purpose of compliance with article 20(9) of the Securitisation Regulation, a securitisation position as defined in the Securitisation Regulation will not meet the Eligibility Criteria and as a result thereof the underlying exposures to be sold and assigned to the Issuer shall not include such securitisation positions (see also section 11.4.2(y) (Eligibility Criteria)).

(h) For the purpose of compliance with the requirements stemming from article 20(10) of the Securitisation Regulation, the SME Loans have been originated in accordance with the ordinary course of the Seller's origination business pursuant to underwriting standards that are no less stringent than those that the Seller applied at the time of origination to similar SME Receivables that are not securitised by means of the securitisation transaction described in this Prospectus (see also section 11.4.2(q) (Eligibility Criteria)). In addition, for the purpose of compliance with the relevant requirements stemming from article 20(10) of the Securitisation Regulation, (i) the SME Receivables have been selected by the Seller from a larger pool of SME Loans that meet the Eligibility Criteria applying a random

selection method (see also Section 15 (*Description of The Portfolio*)), (ii) a summary of the underwriting standards is disclosed in this Prospectus and the Seller has undertaken in the SME Receivables Purchase Agreement to fully disclose to the Issuer any material change to such underwriting standards pursuant to which the SME Loans are originated without undue delay and the Issuer has undertaken in the Pledge Agreement to fully disclose such information to potential investors without undue delay upon having received such information from the Seller (see also Section 14 (Servicing of the SME Receivables)), (iii) the Seller will represent on the relevant purchase date in the SME Receivables Purchase Agreement that in respect of each Loan, the assessment of the Borrower's creditworthiness was done in accordance with the Seller's underwriting criteria (see also section 11.4.2(q) (Eligibility Criteria)) and (iv) the Seller confirms that the assessment of each Borrower's creditworthiness was carried out taking into account the following principles (a) the assessment is performed on the basis of sufficient and current information obtained from the applicant and relevant databases, (b) a new authorisation will take place in the event of any request for a significant increase of an SME Loan, in which amongst other things a re-assessment of the Borrower's creditworthiness and financial information will be performed (c) a thorough assessment of the Borrower's creditworthiness was made before granting the SME Loan, taking appropriate account of factors relevant to verifying the prospect of the Borrower meeting its obligations under the relevant SME Loan, (d) the procedures and information on which the assessment is based are documented and maintained, (e) any application for a SME Loan will only be approved where the result of the creditworthiness assessment indicates that the obligations resulting from the SME Loan are likely to be met in the manner required under that SME Loan and (f) the Seller is not able to cancel or alter the relevant SME Loan once concluded to the detriment of the Borrower on the grounds that the assessment of creditworthiness was incorrectly conducted; and (v) the Seller is of the opinion that the Seller has the required expertise in originating Loans which are of a similar nature as the SME Loans within the meaning of article 20(10) of the Securitisation Regulation, as the Seller is a licenced credit institution under the CRR and a minimum of 5 years' experience in originating SME Loans (see section 11.4.1(g) (Representations, Warranties and Eligibility Criteria)

(i) For the purpose of compliance with the relevant requirements stemming from article 20(11) of the Securitisation Regulation, reference is made to the representations and warranties set forth in section 11.4.2 (*Representations, Warranties and Eligibility Criteria*). The SME Receivables forming part of the pool purported to be sold and assigned on the Closing Date do not include any exposures to borrowers who have undergone a debt-restructuring process with regard to non-performing exposures within three years prior to the Closing Date. Furthermore, even though a small part of the SME Receivables forming part of the pool purported to be sold on the Closing Date have a risk rating of 15 or 16 and are therefore monitored by the "restructuring" department, these are not SME Recevables that are classified as doubtful or to the similar effect under the relevant accounting principles. Hence, in accordance with EBA Guidelines on the STS criteria for non-ABCP securitisation, these SME Receivables are not considered to have a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.

(j) For the purpose of compliance with the requirements stemming from article 20(12) of the Securitisation Regulation, to the effect that the debtors at the time of transfer of the

exposure have at least made one payment, reference is made to the Eligibility Criteria set forth in section 11.4.2 (u)(viii)(Eligibility Criteria).

(k) For the purpose of compliance with the requirements stemming from article 20(13) of the Securitisation Regulation, the repayments to be made to the Noteholders have not been structured to depend predominantly on the sale of any collateral securing the SME Loans.

(l) For the purpose of compliance with the requirements stemming from article 21(1) of the Securitisation Regulation, the SME Receivables Purchase Agreement includes a representation, warranty and undertaking of the Seller (as originator under the Securitisation Regulation) as to its compliance with the requirements set forth in article 6 of the Securitisation Regulation (see Section 11.3)(see also the paragraph entitled Retention statement and information undertaking under this section).

(m) For the purpose of compliance with the requirements stemming from article 21(2) of the Securitisation Regulation, first of all a natural hedge is created in the Transaction by (i) the interest rate on the Class A1 Notes and the Class A2 Notes taking the form of a floating rate of interest (whereas also part of the Portfolio of SME Loan has a floating or resettable rate of interest) and (ii) Portfolio Criterion (z) foreseeing in a limit on the aggregate Current Balances of all SME Loans in the Current Portfolio with a floating or fixed resettable interest rate. Furthermore, amounts can be drawn from the Reserve Account to address a shortfall in the Interest Available Amount to pay the Accrued Interest on the Class A Notes. No derivative contracts are entered into by the Issuer and the underlying exposures to be sold and assigned to the Issuer shall not include derivatives (see section 11.4.2(y) (Eligibility Criteria)). Furthermore, there is no currency risk as the Notes and the SME Receivables are both denominated in euro (see section 11.4.2 (Eligibility Criteria) and Condition 4 (*Overview of the Transaction and Structure Diagram*).

(n) For the purpose of compliance with the requirements stemming from article 21(3) of the Securitisation Regulation, it is confirmed that any referenced interest payments under the Loans are based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and do not reference complex formulae or derivatives.

(o) For the purpose of compliance with the requirements stemming from article 21(4) of the Securitisation Regulation, the Seller and the Issuer confirm that upon the issuance of an Enforcement Notice, (i) no amount of cash shall be trapped in the Issuer Accounts and (ii) no automatic liquidation for market value of the SME Receivables is required under the Transaction Documents (see also Conditions 5 (Redemption and Cancellation), Condition 9 (Events of Default) and 11 (Enforcement of Notes – Limited Recourse and Non-Petition) and Section 2 (Status, Security and Priority)). In addition, for the purpose of compliance with article 21(4) and article 21(9) of the Securitisation Regulation, the delivery of an Enforcement Notice by the Security Agent will trigger a change in the priorities of payments upon Enforcement which will be reported to the Noteholders without undue delay (see also Condition 9 (Events of Default) and Conditions 2 (Status, Security and Priority)).

(p) In accordance with article 21(5) of the Securitisation Regulation, transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Prior to the delivery of an Enforcement Notice by the Security Agent, the Principal Available Amount will be applied by the Issuer sequentially in accordance with the Pre-Enforcement Priority of Payments. As a result thereof, the requirements stemming

from article 21(5) of the Securitisation Regulation are not applicable (see also section 6.7.5 (Pre-enforcement Principal Priority of Payments).

(q) In accordance with article 21(6) of the Securitisation Regulation, the transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least a deterioration in the credit quality of the underlying exposures to or below a predetermined threshold, the occurrence of an insolvency-related event with regard to the originator or the servicer, the value of the underlying exposures held by the SSPE falls below a predetermined threshold (early amortisation event) and a failure to generate sufficient new underlying exposures that meet the predetermined credit quality (trigger for termination of the revolving period). For the purpose of compliance with the requirements stemming from article 21(6) of the Securitisation Regulation, the Replenishment Period ends automatically upon the occurrence of a Stop Replenishment Event which covers the aforementioned triggers. (see also section 11.7 (The purchase of New SME Receivables)).

(r) For the purpose of compliance with the requirements stemming from article 21(7) of the Securitisation Regulation, the contractual obligations, duties and responsibilities of the Servicer are set forth in the Servicing Agreement (including the processes and responsibilities to ensure that a substitute servicer shall be appointed upon the occurrence of a termination event under the Servicing Agreement), a summary of which is included in Section 14 (Servicing of the SME receivables), the contractual obligations, duties and responsibilities of the Administrator are set forth in the Administration Agreement, a summary of which is included in Section 20.2 (Servicer), the contractual obligations, duties and responsibilities of the Security Agent are set forth in the Pledge Agreement, a summary of which is included in Section 20.3 (Security Agent).

(s) The Servicer has the required expertise in servicing corporate loans which are of a similar nature as the SME Loans within the meaning of Article 21(8) of the Securitisation Regulation, as it has a credit institution licence under the CRR and a minimum of 5 years' experience in servicing loans similar to the SME Loans. The Servicer is of the opinion that it has well documented and adequate policies, procedures and risk management controls relating to the servicing of SME Receivables since the Servicer is subject to capital and prudential regulations pursuant to the CRR (see also Section 14 (Servicing of the SME Receivables).

(t) For the purpose of compliance with the requirements stemming from article 21(9) of the Securitisation Regulation, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, losses, charge offs, recoveries and other asset performance remedies are set out in the Servicing Agreement.

(u) For the purpose of compliance with the requirements stemming from article 21(10) of the Securitisation Regulation, the Pledge Agreement and Section 19 (Meetings of Noteholders, Modifications and Waivers) contain provisions for convening meetings of Noteholders, the maximum timeframe for setting up a meeting or conference call, voting rights of the Noteholders, the procedures in the event of a conflict between Classes and the responsibilities of the Security Trustee in this respect.

(v) The Seller has provided to potential investors (i) the information regarding the SME Receivables pursuant to article 22(1) of the Securitisation Regulation over the past 5 years as set out in the Section *15.5 Data on static and dynamic historical default and loss*

performance of Receivables, a draft of which was made available to such potential investors prior to the pricing of the Notes and (ii) the liability cash flow model as referred to in article 22(3) of the Securitisation Regulation. Such information will, after the date of this Prospectus, on an ongoing basis, be made available to Noteholders on the securitisation repository (EDW) and, upon request, to potential investors in accordance with article 22(3) of the Securitisation Regulation.

(w) For the purpose of compliance with the requirements stemming from article 22(2) of the Securitisation Regulation, a sample of Receivables has been externally verified by an appropriate and independent party prior to the date of this Prospectus (see also section Section 15 (*Description of the portfolio*)). The Seller confirms no significant adverse findings have been found. Furthermore, a sample of the Eligibility Criteria against the entire loan-by-loan data tape has been verified by an appropriate and independent party and the Seller confirms that no adverse findings have been found.

(x) For the purpose of compliance with the requirements stemming from article 22(4) of the Securitisation Regulation, it is noted that this requirement does not apply to this transaction, since the underlying assets are SME loans.

The designation of the securitisation transaction described in this Prospectus as an STS-securitisation is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under MiFID II and it is not a credit rating whether generally or as defined under the CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended).

By designating the securitisation transaction described in this Prospectus as an STS-securitisation, no views are expressed about the creditworthiness of the Notes or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for the Notes.

STS Verification, LCR Assessment and CRR STS Assessment

The Seller, as originator, and the Issuer, as SSPE (as defined in the Securitisation Regulation), have used the services of PCS, a third party authorised pursuant to article 28 of the Securitisation Regulation, to verify whether this Transaction complies with articles 19 to 22 of the Securitisation Regulation (the ***STS Verification***) and the compliance with such requirements is expected to be confirmed by PCS on the Closing Date. The verification by PCS does not affect the liability of the Seller, as originator and the Issuer, as SSPE (as defined in the Securitisation Regulation), in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of such verification by PCS will not affect the obligations imposed on institutional investors as set out in article 5 of the Securitisation Regulation. Notwithstanding PCS's verification of compliance of a securitisation with articles 19 to 22 of the Securitisation Regulation, such verification by PCS does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. A verification does not remove the obligation placed on investors to assess whether a securitisation labelled as 'STS' or 'simple, transparent and standardised' has actually satisfied the criteria. Investors must not solely or mechanistically rely on any STS Notification or PCS's verification to this extent. The Seller, as originator, will include in the STS Notification pursuant to article 27(1) of the Securitisation Regulation, a statement that compliance of this Transaction with articles 19 to 22 of the Securitisation Regulation has been verified by PCS. The designation of this Transaction as an STS-Securitisation is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under MiFID II and it is not a credit rating whether generally or as defined under the CRA3 or Section 3(a) of the United States Securities

Exchange Act of 1934 (as amended).

By designating this Transaction as an STS-securitisation, no views are expressed about the creditworthiness of the Notes or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for the Notes.

In addition, an application has been made to PCS to assess compliance of the Notes with the certain liquidity coverage requirement (**LCR**) criteria set forth in (i) the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for Credit Institutions (the ***LCR Delegated Regulation***), as amended by Commission Delegated Regulation (EU)2018/1620 of 13 July 2018 (the ***LCR Assessme*nt**) and (ii) the CRR regarding STS securitisations (the ***CRR STS Assessment***). There can be no assurance that the Notes will receive the LCR Assessment and/or a CRR STS Assessment either before issuance or at any time thereafter and that the CRR Amendment Regulation is complied with.

The STS Verification, the LCR Assessment and the CRR STS Assessment (the ***PCS Services***) are provided by PCS. No PCS Service is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under MiFID II and none are a credit rating whether generally or as defined under the EU CRA Regulation or section 3(a) of the United States Securities Exchange Act of 1934 (as amended by the Credit Agency Reform Act of 2006). The Third Party Verification Agent is not an "expert" as defined in the U.S. Securities Act.

The Third Party Verification Agent is not a law firm and nothing in any PCS Service constitutes legal advice in any jurisdiction. The Third Party Verification Agent is authorised by the French *Autorité des Marchés Financiers*, pursuant to article 28 of the EU Securitisation Regulation, to act as a third party verifying STS compliance. This authorisation covers STS Verifications in the European Union. Other than as specifically set out above, none of the activities involved in providing the PCS Services are endorsed or regulated by any regulatory and/or supervisory authority nor is PCS EU SAS regulated by any other regulator including the European Securities and Markets Authority.

By providing any PCS Service in respect of any securities the Third Party Verification Agent does not express any views about the creditworthiness of these securities or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for these securities or financings. Prospective investors should conduct their own research regarding the nature of the LCR Assessment, the CRR STS Assessment and STS Verification and must read the information set out in http://pcsmarket.org. In the provision of any PCS Service, the Third Party Verification Agent has based its decision on information provided directly and indirectly by the Seller. The Third Party Verification Agent does not undertake its own direct verification of the underlying facts stated in the prospectus, deal sheet, documentation or certificates for the relevant instruments and the completion of any PCS Service is not a confirmation or implication that the information provided by or on behalf of the Seller as part of the relevant PCS Service is accurate or complete.

PCS has carried out no other investigations or surveys in respect of the Issuer or the Notes concerned other then as such set out in PCS's final verification report and disclaims any responsibility for monitoring the Issuer's continuing compliance with these standards or any other aspect of the Issuer's activities or operations. Furthermore, PCS has not provided any form of advisory, audit or equivalent service to the Issuer. Investors should therefore not evaluate any investment in any Notes on the basis of this certification.

No Representation as to compliance with liquidity coverage ratio or Solvency II requirements

Under article 460 of the CRR, credit institutions and investment firms must comply with a general liquidity coverage requirement to ensure that a sufficient proportion of their assets can be made available in the short-term. Under article 460 of the CRR, the European Commission was required to specify the detailed rules for EU-based credit institutions. The European Commission has published on 10 October 2014 LCR Delegated Regulation which became effective on 1 October 2015. The LCR Delegated Regulation amends article 429 of the CRR. Its purpose is to ensure that EU credit institutions and investment firms use the same methods to calculate, report and disclose their leverage ratios which express capital as a percentage of total assets (and off balance sheet items). In particular, the LCR Delegated Regulation provides a definition of certain assets (including certain securitisation positions) that qualify as high quality assets for the purpose of computing the liquidity coverage ratio. Pursuant to the Commission Delegated Regulation 2018/1620 of 13 July 2018, which applies from 30 April 2020, most of the criteria mentioned in the LCR Delegated Regulation will be replaced by a reference to the criteria mentioned in the Securitisation Regulation, except for the criteria specific to liquidity which shall remain the ones set out in the LCR Delegated Regulation.

Likewise, Solvency II Delegated Act has introduced criteria to classify investment (including certain securitisation positions) depending on certain criteria for prudential purposes.

Prospective EU investors should conduct their own due diligence and analysis to determine:

- whether or not the Notes may qualify as high quality liquid assets for the purposes of the liquidity coverage ratio introduced by the CRR and, if so, whether they may qualify as Level 2A or Level 2B assets as described in the LCR Delegated Regulation; and

- whether or not the Notes may qualify as an investment in a Type 1 or Type 2 securitisation as described in article 254(2) of Solvency II.

None of the Issuer, the Arranger, the Manager or the Seller makes any representation to any prospective investor or purchaser of the Notes as to these matters on the Closing Date or at any time in the future.

Regulatory requirements applying to the use of credit ratings

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). As of 14 November 2019, Fitch and Moody's are registered under the EU CRA Regulation according to the list published by the European Securities and Markets Authority (ESMA) on its website (http://www.esma.europa.eu/page/List-registered-and-certified-CRAs). This list is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Anti-money laundering, anti-terrorism, anti-corruption, bribery and similar laws may require certain actions or disclosures

Many jurisdictions have adopted wide-ranging anti-money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws, and regulations (collectively, the ***AML Requirements***). Any of the Issuer, the Arranger, the Manager, the Security Agent, the Paying Agent, the Domiciliation Agent or the Administrator could be requested or required to obtain certain assurances from prospective investors intending to purchase Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Arranger, the Manager, the Security Agent, the Paying Agent, the Domiciliation Agent and the Administrator will comply with AML Requirements to which they are or may become subject and to interpret such AML Requirements broadly in favour of disclosure. Failure to honour any request by the Issuer, the Arranger, the Manager, the Paying Agent, the Domiciliation Agent , the Security Agent or the Administrator to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Arranger, the Manager, the Security Agent, the Paying Agent, the Domiciliation Agent or the Administrator to comply with any AML Requirements, related legal process or appropriate requests (whether formal or informal) may result in, among other things, a forced sale to another investor of such investor's Notes.

In addition, it is expected that each of the Issuer, the Arranger, the Manager, the Security Agent or the Administrator intends to comply with applicable anti-money laundering and antiterrorism, economic and trade sanctions, and anti-corruption or anti-bribery laws, and regulations of the United States and other countries, and will disclose any information required or requested by authorities in connection therewith. Investors may also be obliged to provide information they may have previously identified or regarded as confidential to satisfy the AML Requirements.

Legal investment considerations and implementation of regulatory changes that may restrict certain investments, may result in increased regulatory capital requirements 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 Manager, the Arranger, the Seller, the Security Agent or any other Transaction Party makes any representation to any prospective investor in 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.

Common Reporting Standard

The Organisation for Economic Co-operation and Development has developed a new global standard for the annual automatic exchange of financial information between tax authorities (the ***CRS***).

The Belgian government has implemented Directive 2014/107/EU, respectively the Common Reporting Standard, per the Law of 16 December 2015 regarding the exchange of information on

financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes.

The regulation may impose obligations on the Issuer, the Issuing Company and its shareholder and/or the Noteholders, if the Issuer is actually regarded as a reporting Financial Institution under the CRS, so that the latter could be required to conduct due diligence and obtain (among other things) confirmation of the tax residency (through the issuance of self-certifications forms by the Issuing Company's shareholder and/or the Noteholders), tax identification number and CRS classification of the Issuing Company's shareholder and/or the Noteholders in order to fulfil its own legal obligations from 1 January 2016.

Prospective investors should contact their own tax advisers regarding the application of CRS to their particular circumstances.

US Withholding tax under FATCA

On 18 March 2010, the Hiring Incentives to Restore Employment Act (the ***HIRE Act***) was enacted in the United States. The HIRE Act includes provisions known as the Foreign Account Tax Compliance Act (***FATCA***). Final regulations under FATCA were issued by the United States Internal Revenue Service (the ***IRS***) on 17 January 2013 (as revised and supplemented any subsequent regulations issued by the IRS) (the ***FATCA Regulations***). FATCA generally imposes a 30 per cent. U.S. withholding tax on "withholdable payments" (which include U.S.–source dividends, interest, rents and other "fixed or determinable annual or periodical income" paid after 30 June 2014 paid to (a) "foreign financial institutions" (***FFIs***) unless they enter into an agreement with the IRS to collect and disclose to the IRS information regarding their direct and indirect U.S. owners (an ***FFI Agreement***) and (b) "non-financial foreign entities" (***NFFEs***) (i.e., foreign entities that are not FFIs) unless (x) an NFFE is exempt from withholding as an "excepted NFFE" or an "exempt beneficial owner" (as such terms are defined in the FATCA Regulations) or (y) an NFFE (I) provides to a withholding agent a certification that it does not have "substantial U.S. owners" (i.e., certain U.S. persons that own, directly or indirectly, more than 10 per cent. of the stock (by vote or value) of a non-U.S. corporation, or more than 10 per cent. of the profits interests or capital interests in a partnership) or (II) provides the name, address and taxpayer identification number of each substantial U.S. owner to a withholding agent and the withholding agent reports such information to the IRS. FATCA does not replace the existing U.S. withholding tax regime. However, the FATCA Regulations contain coordination provisions to avoid double withholding on U.S.-source income.

The United States Department of Treasury has agreed with a number of foreign governments intergovernmental agreements (***IGAs***) that would generally require FFIs located in a foreign jurisdiction to (i) report U.S. account information to the tax authorities in such jurisdiction, which the tax authorities would in turn provide to the IRS (a ***Model 1 IGA***), or (ii) register with the IRS and report U.S. account information directly to the IRS in a manner consistent with the FATCA Regulations, except as expressly modified by the relevant IGA (a ***Model 2 IGA***). An FFI located in a jurisdiction that has executed an IGA with the United States as described in (i) above generally will not need to enter into a separate FFI Agreement. The United States Department of Treasury currently has executed IGAs with a large number of jurisdictions including Luxembourg.

The FATCA rules described above do not apply to any payments made under an obligation that is outstanding on 1 July 2014 (provided such obligation is not materially modified subsequent to such date) and treated as debt for U.S. federal income tax purposes. An obligation for this purpose includes a debt instrument and any agreement to extend credit for a fixed term (e.g., a line of credit

or a revolving credit facility), provided that the agreement fixes the material terms at the issue date. A material modification is any significant modification of a debt instrument as determined under the U.S. tax regulations.

Under FATCA, non-U.S. entities that do not enter into an FFI Agreement or that otherwise do not cooperate with certain documentation requests may be subject to a 30 per cent. U.S. withholding tax on their receipt of "foreign pass-through payments" from an FFI that does enter into an FFI Agreement (a ***Participating FFI***). Regulations implementing withholding on "foreign pass-through payments", however, have not yet been published and any withholding on such "foreign pass-through payments" would not apply prior to the date that is two years after the date on which final regulations implementing such withholding are published in the U.S. Federal Register

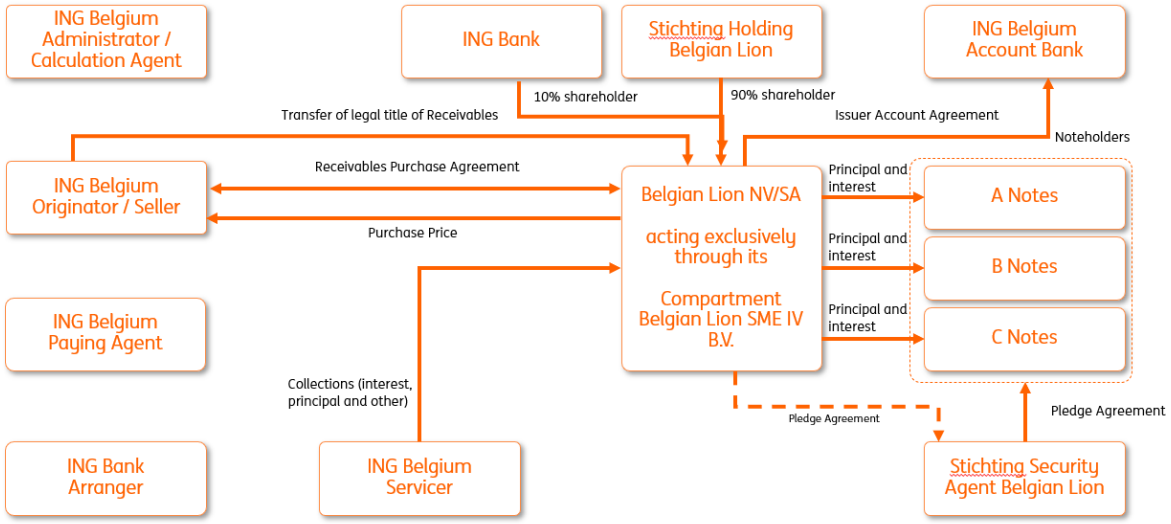
Belgium has concluded an intergovernmental agreement with the United States of America to Improve International Tax Compliance and to Implement FATCA, a so-called IGA. Under this agreement, parties are committed to work together, along with other jurisdictions that have concluded an IGA, to develop a practical and effective alternative approach to achieve the FATCA objectives of foreign pass thru payment and gross proceeds withholding that minimises burden. The Issuer is established and resident in Belgium and therefore benefits from this IGA.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and IGAs as of the date hereof, all of which are subject to change at any time, possibly with retroactive effect. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

SECTION 4

OVERVIEW OF THE TRANSACTION AND STRUCTURE DIAGRAM

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, the Conditions and the Transaction Documents referred to therein in making any decision whether or not to invest in any Notes.



On or about 27 October 2022 the Issuer will enter into a SME Receivables purchase agreement (the **SRPA**) with the Seller and the Security Agent. Pursuant to the SRPA, the Seller will sell and assign to the Issuer legal title to the SME Receivables. The SME Receivables consist of any and all rights of the Seller against certain borrowers under SME Loans originated by the Seller. The initial purchase price for the SME Receivables amounts to 100% of the Outstanding Principal Amount of the SME Receivables on the Cut-Off Date (which will be equal to an amount of approximately, EUR 10,119,062,090.03). The transfer of legal title to the Initial Portfolio of SME Receivables will take place on 4 November 2022 or on such later date as may be agreed between the Issuer, the Seller and the Manager (the ***Closing Date***). Additionally, the Issuer may on a monthly basis purchase additional SME Receivables to the extent offered to it and to the extent that sufficient funds are available, until the Revolving Period End Date of the Notes. See Section 13 (*The Seller*) and Section 11 (*SME Receivables Purchase Agreement*).

ING Belgium NV/SA will be appointed by the Issuer as the servicer of the SME Loans (the ***Servicer***). The Servicer will *inter alia* collect payments of principal, interest and other amounts in respect of the SME Loans and transfer such amounts on a monthly basis to the Issuer's Transaction Account. See Section 14 (*Servicing of the SME Receivables*).

On the Closing Date, the Issuer will issue the Notes. The Issuer will use the proceeds from the issue of the Class A Notes and the Class B Notes, to fund the initial purchase price of the SME

Receivables. The proceeds from the issue of the Class C Notes will be deposited on the Reserve Account . See Section 5 (*Overview of the features of the Notes*).

On each Quarterly 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 Section 6 (*Credit Structure*).

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 SME Receivables and, in respect of the Class A Notes, the drawing of funds from the Reserve Account . See Section 1 (*Risk Factors*).

The Issuer will grant security over *inter alia* the SME Receivables, the Issuer Accounts and its receivables under the other Transaction Documents (the ***Security***). See Section 8 (*Issuer Security*).

Stichting Security Agent Belgian Lion (the ***Security Agent***) will be appointed (i) as representative of the Noteholders, in accordance with Article 271/12, §1 first to seventh indent of the UCITS Act, (ii) as representative of the Secured Parties (which includes the Noteholders) in accordance with Article 5 of the Financial Collateral Law, (iii) as representative (*vertegenwoordiger / représentant*) of the Secured Parties in accordance with Article 3 of Title XVII (*Real security on movable assets*) of Book III of the Belgian Civil Code (*Burgerlijk Wetboek / Code civil*) and (iv) as irrevocable agent (*lasthebber / mandataire*) of the Secured Parties (other than the Noteholders). See Section 9 (*The Security Agent*).

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 are immediately due and payable and may enforce the Security. The Security Agent will apply the amounts recovered upon enforcement of the Security in accordance with the Post-Enforcement Priority of Payments. See Condition 2.6.

The Issuer will enter into various other Transaction Documents in relation to the Transaction. See Section 20 (*Related Party Transactions – Material Contracts*).

SECTION 5

OVERVIEW OF THE FEATURES OF THE NOTES

	Class A Notes			**Class B Notes**	**Class C Notes**
	Class A1 Notes	**Class A2 Notes**	**Class A3 Notes**		
Principal amount	EUR 600,000,000	EUR 1,000,000,000	EUR 5,397,500,000	EUR 3,121,750,000	EUR 400,000,000
Issue Price	100%			100%	100%
Credit Enhancement	subordination of Class B Notes and the Class C Notes			subordination of Class C Notes	Nil
Interest Rate per annum	Three-Month EURIBOR + 0.65 per cent. Margin	Three-Month EURIBOR + 0.70 per cent. Margin	3.75 per cent.	3.80 per cent.	3.90 per cent.
Interest Accrual	Act/360				
Quarterly Payment Dates	Interest will be payable quarterly in arrears on the 26th day of February, May, August and November of each year (or the first following Business Day if such day is not a Business Day), commencing on the Quarterly Payment Date falling on February 2023				
Last Replenishment Date	November 2025				
Principal payments	No scheduled amortisation. On the Quarterly Payment Date falling in February 2026 (the ***Revolving Period End Date***) and on any Quarterly Payment Date thereafter, full sequential amortisation of the Notes (in order of seniority whereby, as far as Class A Notes are concerned, prior to enforcement, redemption of the Class A3 Notes will be subordinated to redemption of the Class A2 Notes and redemption of the Class A2 Notes will be subordinated to redemption of the Class A1 Notes) based on the Principal Available Amount. Prior to the Revolving Period End Date, the Issuer has the option (but not the obligation, save as provided in Condition (b)) to apply Principal Available Amount on each Quarterly Payment Date towards redemption of the Notes in accordance with the Principal Priority of Payments.				
Prepayments	Notes may be subject to voluntary and mandatory prepayment on any Quarterly Payment Date as described herein, with prepayments applied to the Notes in sequential order starting with the most senior Class of Notes then outstanding.				

Optional Redemption Date	The Quarterly Payment Date falling in February 2026 (***First Optional Redemption Date***) and any Quarterly Payment Date thereafter.				
Weighted Average Life	3 years as from the first Quarterly Payment Date, assuming the Optional Redemption Call is exercised on the First Optional Redemption Date.				
Denomination	EUR 250,000			EUR 250,000	EUR 250,000
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 operated by the National Bank of Belgium.				
Listing	Application has been made to Euronext Brussels for the Class A Notes to be admitted to the official list for trading on its regulated market.			Not Listed	Not Listed
Expected Rating	Fitch:AAA(sf) Moody's: Aaa(sf)			Not Rated	Not Rated
ISIN	BE0002884659	BE0002885664	BE0002886670	BE0002887686	BE0002888692
Common Code	254182770	254182796	254182826	254182885	254183148

See Section 21 (*Terms and Conditions of the Notes*) for further details

SECTION 6

CREDIT STRUCTURE

6.1 Interest and interest rates on the SME Loans

6.1.1 Interest and interest rates

The SME Receivables sold and assigned to the Issuer at the Closing Date and the New SME Receivables which may be sold and assigned to the Issuer thereafter up to the Revolving Period End Date (excluding) bear either:

(a) a fixed rate interest for the entire term of the SME Loan;

(b) a fixed rate interest, subject to reset from time to time on dates agreed with the Borrower; or

(c) a floating rate of interest.

Interest rates vary between individual SME Loans. The actual amount of revenue received by the Issuer under the SME Receivables will vary during the life of the Notes as a result of the level of delinquencies, defaults, repurchases, repayments and prepayments in respect of the SME Receivables. Similarly, the actual amounts payable under the Interest Priority of Payments will vary during the life of the transaction as a result of possible variations in certain costs and expenses of the Issuer and fluctuations in EURIBOR in respect of the Class A1 Notes and Class A2 Notes. The eventual effect of such variations could lead to drawings, and the replenishment of such drawings, under the Reserve Account and non-payment of certain items under the Interest Priority of Payments.

6.1.2 Prepayment Penalties and default interest

In accordance with the contractual terms included in the SME Loan Documents certain prepayment penalties (*wederbeleggingsvergoeding/indemnité de remploi*) may be due on certain SME Loans in the event of a voluntary prepayment of principal on the SME Loans prior to their scheduled due date (the ***Prepayment Penalties***). Furthermore, the contractual terms of the SME Loan Documents may provide for default interest (*nalatigheidsinterest/intérêt moratoire*) to be applicable in respect of arrears on the SME Loans.

6.2 Cash Collection

6.2.1 Seller Cash Collection

Until a Notification Event, all payments made by Borrowers will be credited to an account in the name of the Seller held with ING Belgium SA/NV having its registered address at Marnixlaan 24, 1000 Brussels, which is administered by the Servicer, and any account replacing such account in accordance with the Transaction Documents (the ***Collection Accounts***).

The Servicer, on behalf of the Seller, shall procure that on or prior to the twenty-sixth (26th) calendar day of each month (or the first following Business Day if such day is not a Business Day) (the ***Monthly Sweep Date***), all amounts of principal, interest, prepayment penalties and default interest received by the Seller in respect of the SME Receivables during the related Monthly Collection Period are swept to the Transaction Account.

If at any time the ratings of ING Belgium SA/NV fall below the Commingling Required Ratings, the Seller shall (i) within 30 calendar days as of such downgrade, ensure that the maximum period during which amounts will be held in the Collection Accounts before being swept into the Transaction Account will be two (2) Business Days or (ii) as soon as reasonably possible, but no later than 30 calendar days as of the occurrence of such downgrade, open the Risk Mitigation Deposit Account and constitute a Risk Mitigation Deposit Amount (See *Section 11.10 –Risk Mitigation Deposit Amount* below). The choice between (i) and (ii) is left to the discretion of the Seller.

6.2.2 Collection Period

In respect of any relevant Quarterly Payment Date, the period from (and including) the first (1st) calendar day of the month prior to the month in which the relevant Quarterly Payment Date falls to (but excluding) the first (1st) calendar day of the month in which such relevant Quarterly Payment Date falls shall be the ***Collection Period,*** except for the first Collection Period which shall be, in relation to interest receipts, the period from (and including) 4 November 2022 to (but excluding) 1 February 2023 and, in relation to principal receipts, the period from (and including) 30 July 2022 to (but excluding) 1 February 2023.

In respect of any relevant Monthly Sweep Date, the period from (and including) the first (1st) calendar day of the month prior to the month in which the relevant Monthly Sweep Date falls to (but excluding) the first (1st) calendar day of the month in which such relevant Monthly Sweep Date falls shall be the ***Monthly Collection Period,*** except for the first Monthly Collection Period which shall, in relation to principal receipts, be the period from (and including) 30 July 2022 to (but excluding) 1 November 2022 (the first Monthly Collection Period which falls before the Closing Date, shall not cover any interest receipts).

6.3 The Issuer Accounts

The Transaction Account, the Expenses Account, the Reserve Account, the Risk Mitigation Deposit Amount and the Share Capital Account (together the ***Issuer Accounts***) will be held at the GIC Provider. The interest rate applicable to the Transaction Account, the Reserve Account and the Risk Mitigation Account is floored at zero.The Share Capital Account

The ***Share Capital Account*** means the bank account of the Issuing Company in which (i) the share capital of the Issuing Company, including the portion allocated to Compartment Belgian Lion SME IV and (ii) the interests accrued on the Share Capital Account are held.

6.3.1 The Transaction Account

The Issuer will maintain with the GIC Provider the transaction account (the ***Transaction Account***) into which in addition to any interest accrued on the Transaction Account, the Servicer, on behalf of the Issuer, shall credit all amounts received:

(a) in respect of the SME Receivables;

(b) from the drawing from the Reserve Account ;

(c) from any of the other parties to the Transaction Documents; and

(d) as retained interest for non-Eligible Holders.

Prior to an Enforcement Event, payments will be made from the Transaction Account during each Interest Period on the Quarterly Payment Date in accordance with the Interest Priority of Payments and the Principal Priority of Payments as set out in Condition 2.

6.3.2 Reserve Account

The Issuer shall maintain with the GIC Provider a reserve account (the ***Reserve Account***) into which the proceeds of the Class C Notes will be credited on the Closing Date.

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) of the Interest Priority of Payments in the event of a shortfall of the Interest Available Amount (excluding any amount to be drawn from the Reserve Account).

If and to the extent that the Interest Available Amount calculated on a Quarterly Calculation Date exceed the amounts required to meet items (i) up to and including (v) of the Interest Priority of Payments, such excess amount will be deposited in, or, as the case may be, used to replenish the Reserve Account by crediting such amount to the Reserve Account up to the Reserve Account Target Level on the immediately succeeding Quarterly Payment Date in item (vi) of the Interest Priority of Payment.

On the earlier of (i) the Final Maturity Date and (ii) the Quarterly Payment Date on which all amounts of interest and principal due in respect of the Class A Notes and the Class B Notes have been or will be paid in full, the Reserve Account Target Level will, after application of the Interest Priority of Payments, be reduced to zero. Any amount standing to the credit of the Reserve Account on such date will form part of the Interest Available Amount and will be available to meet each of the items of the Interest Priority of Payments.

Reserve Account Target Level means an amount equal to (i) 3.8% of the aggregate of the Principal Amount Outstanding of all the Notes at the Closing Date or (ii) zero upon redemption in full of the Class A Notes and the Class B Notes;

6.3.3 Expenses Account

On the first Quarterly Payment Date, the Issuer will deposit an amount up to EUR 50,000.00 in accordance with item (iv) of the Interest Priority of Payments, in an account maintained with the GIC Provider (the ***Expenses Account***).

Provided no Enforcement Notice has been given, any amounts standing to the credit of the Expenses Account will be used by the Issuer to pay any Expenses that fall due and payable on a date other than a Quarterly Payment Date.

If and to the extent that the Interest Available Amount on any Quarterly Payment Date exceeds the aggregate amount applied in satisfaction of items (i) up to and including (iii) of the Interest Priority of Payments, such amount will be credited to the Expenses Account until the balance standing to the credit thereof equals the Expenses Account Target Level (as defined below).

Expenses Account Target Level means an amount equal to EUR 50,000 or, upon redemption of the Notes in accordance with the Conditions, zero.

6.4 Substitution of GIC Provider

If at any time (i) the short term deposit rating (or, if no short term deposit rating is assigned, the short term IDR) of the GIC Provider is assigned a rating of less than the Fitch Required Minimum Short Term Rating or such rating is withdrawn and the long term deposit rating (or, if no long term deposit rating is assigned, the long term IDR) of the GIC Provider is assigned a rating of less than the Fitch Required Minimum Long Term Rating or such rating is withdrawn or (ii) the credit rating of the GIC Provider's short term, unsecured, unsubordinated and unguaranteed debt obligations by Moody's and the credit rating of the GIC Provider's long term, unsecured, unsubordinated and unguaranteed debt obligations by Moody's is less than the Moody's Required Minimum Rating by Moody's, then the GIC Provider (thereby assisted by the Issuer) shall within sixty (60) 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 GIC Provider.

Fitch Required Minimum Short Term Rating means F1.

Fitch Required Minimum Long Term Rating means A.

Moody's Required Minimum Short Term Rating means Prime 1.

Moody's Required Minimum Long Term Rating means A2.

Required Minimum Ratings means (i) the Fitch Required Minimum Short Term Rating or the Fitch Required Minimum Long Term Rating and (ii) the Moody's Required Minimum Short Term Rating or the Moody's Required Minimum Long Term Rating .

6.5 Subordination

6.5.1 Class A Notes

The Class A Notes will be senior to the Class B Notes and Class C Notes.

Within the Class A Notes, the Class A2 Notes will be subordinated to the Class A1 Notes to the extent that prior to enforcement, no payment of principal by the Issuer on the Class A2 Notes will be made whilst any Class A1 Note remains outstanding. The Class A3 Notes will be subordinated to the Class A1 Notes and the Class A2 Notes to the extent that prior to enforcement, no payment of principal by the Issuer on the Class A3 Notes will be made whilst any Class A2 Note and Class A1 Note remains outstanding

In respect of:

(a) payments of interest prior to enforcement; and

(b) any amount due in respect of the Class A Notes in case of enforcement,

the Class A1 Notes, the Class A2 Notes and Class A3 Notes shall however rank *pari passu* without any preference or priority among themselves.

6.5.2 Subordination of Class B Notes

The Class B Notes will be subordinated to the Class A Notes as follows:

(a) no payment of principal by the Issuer on the Class B Notes will be made whilst any Class A Note remains outstanding; and

(b) interest on the Class B Notes will only be paid in accordance with the Interest Priority of Payments; and

(c) in case of enforcement of the Security by the Security Agent of any amount due in respect of the Class B Notes, any amounts due in respect of the Class A Notes will rank in priority to any amounts due in respect of the Class B Notes, in accordance with the Post-enforcement Priority of Payments.

6.5.3 Subordination of Class C Notes

The Class C Notes will be subordinated to the Class A Notes and Class B Notes to the effect that in case of enforcement of the Security by the Security Agent of any amount due in respect of the Class C Notes, any amounts due in respect of the Class A Notes and Class B Notes will rank in priority to any amounts due in respect of the Class C Notes, in accordance with the Post-enforcement Priority of Payments

6.5.4 General subordination

In the event of insolvency (which term includes bankruptcy (*faillissement* / *faillite*), winding-up (*vereffening* / *liquidation*)) and judicial reorganization (*gerechtelijk reorganisatie* / *réorganisation judiciaire*) of the Issuer, any amount due or overdue in respect of the Class B Notes will:

(a) rank lower in priority in point of payment and security than any amount due or overdue in respect of the Class A Notes; and

(b) shall only become payable after any amounts due in respect of any Class A Notes have been paid in full; and

any amount due or overdue in respect of the Class C Notes will:

(a) rank lower in priority in point of payment and security than any amount due or overdue in respect of the Class B Notes and Class A Notes; and

(b) shall only become payable after any amounts due in respect of any Class B Notes and Class C Notes have been paid in full.

6.5.5 Limited Recourse – Compartments

To the extent that Principal Available Amount and Interest Available Amount are insufficient to repay any principal and accrued interest outstanding on any Class of Notes on the Final Redemption Date, any amount of the Principal Amount Outstanding of, and accrued interest on, such Notes in excess of the amount available for redemption or payment at such time, will cease to be payable by the Issuer.

Obligations of the Issuer to the Noteholders and all other Secured Parties are allocated exclusively to Compartment Belgian Lion SME IV and the recourse for such obligations is limited so that only the assets of Compartment Belgian Lion SME IV subject to the relevant Security will be available to meet the claims of the Noteholders and the other Secured Parties. Any claim remaining unsatisfied after the realisation of the Security and the application of the proceeds thereof in accordance with the Post-enforcement Priority of Payments shall be extinguished and all unpaid

liabilities and obligations of the Issuer acting through its Compartment Belgian Lion SME IV will cease to be payable by the Issuer. Except as otherwise provided by Conditions 11 (*Enforcement of Notes – Limited Recourse and Non-Petition*) and 12 (*The Security Agent*), none of the Noteholders or any other Secured Party shall be entitled to initiate proceedings or, in case of the Secured Parties, take any steps to enforce any relevant Security. See *Section 2.3* and Condition 11 (*Enforcement of Notes – Limited Recourse and Non-Petition*) below.

6.6 Principal Deficiency

6.6.1 Principal Deficiency Ledgers

Principal deficiency ledgers will be established on behalf of the Issuer by the Administrator in respect of the Class A Notes (***Class A Principal Deficiency Ledger***), and the Class B Notes (***Class B Principal Deficiency Ledger*****,** and together with the Class A Principal Deficiency Ledger, the ***Principal Deficiency Ledgers***) in order to record:

(a) any Realised Losses incurred on the SME Receivables; and

(b) any Principal Available Amount applied after the occurrence of a Stop Replenishment Event or after the First Optional Redemption Date, in or towards satisfaction making good any shortfall in the Interest Available Amount in accordance with item (i) of the Principal Priority of Payment.

6.6.2 Allocation

Any Realised Losses will, on the relevant Quarterly Calculation Date, be debited to the Principal Deficiency Ledgers sequentially as follows:

(a) *first*, to the Class B Principal Deficiency Ledger up to an amount equal to the aggregate Principal Amount Outstanding of the Class B Notes, and if there is sufficient Interest Available Amount then any debit balance on Class B Principal Deficiency Ledger shall be reduced by crediting such funds at item (x) of the Interest Priority of Payments; and

(b) *second,* to the Class A Principal Deficiency Ledger up to an amount equal to the aggregate Principal Amount Outstanding of the Class A Notes, and if there is sufficient Interest Available Amount then any debit balance on Class A Principal Deficiency Ledger shall be reduced by crediting such funds at item (vii) of the Interest Priority of Payments.

Any debit balance recorded on the respective Principal Deficiency Ledgers shall be a ***Class A Principal Deficiency*** and a ***Class B Principal Deficiency*** , each a ***Principal Deficiency***, as applicable and as the context requires.

Realised Losses means in relation to a Foreclosed SME Loan and in respect of any Quarterly Calculation Date, the positive amount by which:

(a) the Current Balance of such Foreclosed Loan as of the relevant Cut-Off Date; exceeds

(b) the aggregate of all Principal Repayments or Net Proceeds relating to principal amounts received by the Issuer since the relevant Cut-Off Date.

A SME Loan which is in arrears or in default and in respect of which the Servicer has undertaken and completed applicable Foreclosure Procedures (a ***Foreclosed Loan***, shall, to the extent a

residual debt remains outstanding be sold to *Fiducaire van het Krediet/Fiduciaire du Crédit NV/SA*, an ING collection agency, in order to collect the residual debt.

Principal Repayments means in relation to an SME Loan, any amounts of repayments and prepayments of principal under or in respect of the relevant SME Loan other than any Recoveries (it being understood that, in respect of a Roll Over Term Loan, the roll-over of an advance will not constitute a repayment of principal for the entire amount rolled-over, but only for an amount equal to the positive amount by which the advance before exceeds the advance after the roll-over).

6.6.3 Calculation of Principal Available Amount and Interest Available Amount

The Quarterly Calculation Date shall be, in relation to any Quarterly Payment Date, the third Business Day preceding the relevant Quarterly Payment Date (the ***Quarterly Calculation Date***). On each Quarterly Calculation Date the Administrator will calculate the amount of the Interest Available Amount and the Principal Available Amount which will be available to the Issuer in the Transaction Account on the following Quarterly Payment Date to satisfy its obligations under the Notes.

The Interest Available Amount shall be calculated by reference to the payment from amounts received by the Issuer during the previous Collection Period.

The Principal Available Amount shall be calculated by reference to principal amounts and other amounts received by the Issuer during the previous Collection Period.

6.7 Application of cash flow and Priority of Payments

6.7.1 Payments during any Interest Period

Provided no Enforcement Notice has been given, amounts due and payable by the Issuer in respect of:

(a) obligations incurred under the Issuer's business to third parties (other than to the Secured Parties as provided for in the Transactions Documents) (the ***Third Party Expenses***); and

(b) payments to the Servicer of any amount previously credited to the Issuer Accounts in error;

may be paid by the Issuer on a date that is not a Quarterly Payment Date provided:

(a) as far as the Third Party Expenses are concerned, there are sufficient funds available in, *firstly*, the Expenses Account, or (if no more funds are available in the Expenses Account) in, *secondly*, the Transaction Account; and

(b) as far as the payments under (b) are concerned, there are sufficient funds available in the Transaction Account.

6.7.2 Interest Available Amount

On each Quarterly Calculation Date, the Administrator will calculate the amount of interest funds which will be available to the Issuer in the Transaction Account on the following Quarterly Payment Date by reference to the applicable Collection Period, and such interest funds (the ***Interest Available Amount***) shall be the sum of the following:

(a) any interest on the SME Receivables and any Prepayment Penalties and default interest respect of the Receivables received by the Issuer;

(b) any interest accrued on sums standing to the credit of the Transaction Account, the Reserve Account and the Expenses Account;

(c) amounts to be drawn from the Reserve Account on the immediately succeeding Quarterly Payment Date in order to satisfy payment under items (i) to (v) of the Interest Priority of Payments;

(d) the aggregate amount of the net proceeds of Foreclosure Procedures (other than amounts mentioned at item (f) below) in respect of any SME Receivables (***Net Proceeds***) to the extent such proceeds do not relate to principal;

(e) the aggregate amount of any amounts received:

(i) in respect of a repurchase by the Seller under the SRPA; and

(ii) in respect of any other amounts received by the Issuer under the SRPA in connection with the SME Receivables;

in each case, to the extent such amounts do not relate to principal amounts;

(f) any amounts received in respect of Foreclosed Loans (the ***Recoveries***) to the extent such amount relate to interest;

(g) on the Final Redemption Date or, if earlier, the Quarterly Payment Date on which the Class A Notes and the Class B Notes are redeemed in full and any other obligations have been paid in full, the remaining balance standing to the credit of the Transaction Account and the Reserve Account (if any) which is not included in items (a) up to and including (f) on such Quarterly Payment Date;

(h) any amounts (as indemnity for losses of scheduled interest on the SME Loans as a result of Commingling Risk or as a result of Set-Off Risk) to be received from the Risk Mitigation Deposit Amount in accordance with clause 6.3 of the SRPA, which are to be transferred from the Risk Mitigation Deposit Account to the Transaction Account;

(i) after the occurrence of a Stop Replenishment Event or after the First Optional Redemption Date, any Principal Available Amount available on the immediately following Quarterly Payment Date in or towards making good any shortfall in the Interest Available Amount (not taking into account this item (i), but after drawing amounts from the Reserve Account as referred to in item (c) avove) to pay the any amounts owed under items (i) to (v) (including) of the Interest Priority of Payments),

minus funds deducted from the Transaction Account during the applicable Collection Period in accordance with *Section 6.7.1*.

6.7.3 Interest Deficiency Allocation

Event of Default in respect of failure to pay the interest due under the Class A Notes

Subject to Condition 9 (*Events of Default*), it shall be an Event of Default if on any Quarterly Payment Date, the interest amounts then due and payable under and in respect of the Class A Notes have not been paid in full.

Interest Deficiency Ledger and interest roll-over

An interest deficiency ledger will be established by the Administrator on behalf of the Issuer in respect of the Class B Notes (the ***Class B Interest Deficiency Ledger***) and the Class C Notes (the ***Class C Interest Deficiency Ledger***), in order to record any shortfalls in the payment of interest on respectively the Class B Notes and the Class C Notes.

To the extent that on any Quarterly Payment Date, the Interest Available Amount is not sufficient to pay the Accrued Interest in respect of all Class B Notes or the Class C Notes, as the case may be, the amount of such shortfall (respectively the ***Class B Interest Deficiency*** or the ***Class C Interest Deficiency***) shall be recorded in the Class C Interest Deficiency Ledger and the Class C Interest Deficience Ledger. The balance of the Class B Interest Deficiency Ledger or the Class C Interest Deficiency Ledger existing on any Quarterly Calculation Date (the ***Class B Interest Deficiency Balance*** or the***Class C Interest Deficiency Balance***) shall on the next succeeding Quarterly Payment Date be reduced with the Class B Interest Surplus or the Class C Interest Surplus, respectively, if any.

Class B Interest Surplus means, in respect of any Quarterly Calculation Date, the amount of Interest Available Amount, if any, which is available on the next succeeding Quarterly Payment Date after payment of the Accrued Interest on the Class B Notes, in accordance with the Interest Priority of Payments, to reduce the balance of the Class B Interest Deficiency Ledger.

Class C Interest Surplus means, in respect of any Quarterly Calculation Date, the amount of Interest Available Amount, if any, which is available on the next succeeding Quarterly Payment Date after payment of the Accrued Interest on the Class C Notes, in accordance with the Interest Priority of Payments, to reduce the balance of the Class C Interest Deficiency Ledger

6.7.4 Pre-enforcement Interest Priority of Payments

On each Quarterly Calculation Date, the Administrator shall calculate the Interest Available Amount which is to be applied on the immediately succeeding Quarterly Payment Date.

On each Quarterly Payment Date prior to the issuance of an Enforcement Notice, the Administrator, on behalf of the Issuer, shall apply the Interest Available Amount in making the payments or provisions, in the order of priority described in Condition 2.3.

6.7.5 Pre-enforcement Principal Priority of Payments

On each Quarterly Payment Date prior to the Revolving Period End Date (and provided (i) no Enforcement Notice has been issued and (ii) no Notification Event has occurred), the Issuer may (but is not obliged to), apply the Principal Available Amount (if any) to redeem the Notes (save, in case the Replenishment Available Amount held in the Transaction Account on such date, other than the first Quarterly Payment Date, exceeds EUR 600 million, the Issuer shall have the obligation to apply part of the Replenishment Available Amount in excess of EUR 600 million to redeem the Notes). On each Quarterly Payment Date falling (A)(i) on or after the Revolving Period End Date or (ii) after the occurrence of a Notification Event and (B) prior to the issuance of an Enforcement Notice, the Issuer shall however be obliged to apply the Principal Available Amount (if any) to redeem the Notes. If applied, the Principal Available Amount shall be applied in making the payments or provisions in the order of priority described in Condition 2.5.

On a Quarterly Calculation Date, prior to the issuance of an Enforcement Notice, the Administrator shall calculate the amount of principal funds which will be available to the Issuer in the Transaction Account on the following Quarterly Payment Date to satisfy its obligations under the Notes by reference to the applicable Collection Period (or, in respect of the first Quarterly Calculation Date,

by reference to the first Collection Period which for these purposes only will be deemed to have started, as far as the Business Loans are concerned, on 30 July 2022 (inclusive), as far as the Investment Credits are concerned, on 30 July 2022 (inclusive) and as far as the Roll Over Term Loans are concerned, on 30 July 2022 (inclusive), and such principal funds (the ***Principal Available Amount***) shall be the sum of the following:

(a) the aggregate amount of any repayment and prepayment of principal amounts under the SME Receivables from any person, whether by set-off or otherwise (but excluding Prepayment Penalties, if any), including, in relation to any Roll Over Term Loan, the aggregate principal amount of all advances under such Roll Over Term Loan for which a roll-over date occurred during the relevant Collection Period (regardless of whether such advances were extended by way of a roll-over on such roll-over date);

(b) the aggregate amount of any Net Proceeds in respect of any SME Receivables, to the extent such proceeds relate to principal amounts;

(c) the aggregate of any amounts received:

(i) in respect of a repurchase of SME Receivables by the Seller under the SRPA; and

(ii) in respect of any other amounts received by the Issuer under the SRPA in connection with the SME Receivables;

in each case, to the extent such amounts relate to principal amounts;

(d) any amounts to be credited to the Principal Deficiency Ledgers on the immediately following Quarterly Payment Date pursuant to items (vii) and (x) of the Interest Priority of Payments;

(e) any Recoveries, to the extent they relate to principal amounts;

(f) any amounts (as indemnity for losses of scheduled principal payments in respect of the SME Receivables as a result of Commingling Risk or as a result of Set-Off Risk) to be received from the Risk Mitigation Deposit Amount in accordance with clause 6.3 of the SRPA, which are to be transferred from the Risk Mitigation Deposit Account to the Transaction Account;

(g) any other Principal Available Amount calculated on the immediately preceding Quarterly Calculation Date which has not been applied towards satisfaction of the items set forth in the Principal Priority of Payments on the immediately preceding Quarterly Payment Date;

minus,

(x) in relation to any Roll Over Term Loan, the aggregate principal amount of all advances resulting from extension of such advances by way of a roll-over that occurred during the relevant Collection Period; and

(y) on each Quarterly Calculation Date related to a Quarterly Payment Date prior to the Revolving Period End Date (excluding), an amount equal to the part of the Replenishment Available Amount applied by the Issuer to the purchase of New SME Receivables on the immediately succeeding Quarterly Payment Date or which the Issuer decides to keep on the Transaction Account with a view to purchase New SME Receivables after that Quarterly Payment Date.

6.7.6 Post-enforcement Priority of Payments

Following the issue of an Enforcement Notice, all monies standing to the credit of the Issuer Accounts and received by the Issuer (or the Security Agent or the Administrator) will be applied in the priority order set out in Condition 2.6.

SECTION 7

THE ISSUER

7.1 Name and status

The Issuer is Compartment Belgian Lion SME IV of the Issuing Company.

The ***Issuing Company*** is Belgian Lion NV/SA, an institutional undertaking for investment in receivables (*Institutionele vennootschap voor belegging in schuldvorderingen naar Belgisch recht / société d'investissement en créances institutionnelle de droit belge*) set up under the UCITS Act (a ***VBS***).

The Issuing Company is duly incorporated for an unlimited period of time since 10 December 2008 as a limited liability company.

The Issuing Company's registered office is at Marnixlaan 23, 5th floor, 1000 Brussels, Belgium and is registered with the Crossroad Bank for Enterprises under number 0808.394.535. Its telephone number is +32 2209 22 00.

The Issuing Company has been established as a special purpose vehicle or entity for the purpose of issuing asset backed securities.

The Issuing Company complies with the relevant corporate governance requirements of the Company Code.

The Issuing Company has the legal entity identifier number 635400IQIXOSEE7NSK69. The Issuer has the legal entity identifier number 875500HU2QFXPX75AS97

The Issuing Company has since its incorporation not been involved in any governmental, legal or arbitration proceedings (including proceedings which are pending or threatened of which the Issuing Company is aware) which may have or have had in the recent past significant effects on the Issuer or its financial position or profitability.

The Issuing Company was registered as VBS with the Belgian Federal Public Service for Finance on 23 December 2008. The Issuer was separately registered with the Belgian Federal Public Service for Finance as a compartment of a VBS on 13 July 2022. Such registrations cannot be considered as a judgement as to the quality of the transaction, nor on the situation or prospects of the Issuer or the Issuing Company.

The Issuing Company and the Issuer are, as VBS, subject to the rules applicable to *institutionele vennootschappen voor belegging in schuldvorderingen naar Belgisch recht / sociétés d'investissement en créances institutionnelles de droit belge* as set out in the UCITS Act. In order to facilitate securitisation transactions, a VBS benefits from certain special rules for the assignment of receivables and from a special tax regime (see Section 7.18 (*Belgian tax position of the Issuer*) below). The status of the Issuer as a VBS 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.

The regulatory status of the Issuing Company and the Issuer as a VBS *inter alia* depends on the securities it issues being acquired and held at all times by Qualifying Investors only, acting for their own account.

7.2 Share Capital

The Issuing Company has a total issued share capital of EUR 62,000, which is divided into 62,000 ordinary registered shares, each fully paid-up, without fixed nominal value. It does not have any authorised capital which is not fully paid up.

The Issuing Company's share capital has been allocated as follows:

(a) EUR 1,000 allocated to compartment Belgian Lion RMBS I

(b) EUR 1,000 allocated to compartment Belgian Lion SME I

(c) EUR 1,000 allocated to compartment Belgian Lion SME II

(d) EUR 1,000 allocated to compartment Belgian Lion RMBS II

(e) EUR 1,000 allocated to compartment Belgian Lion SME III

(f) EUR 1,000 allocated to compartment Belgian Lion SME IV

(g) EUR 1,000 allocated to compartment Belgian Lion SME V

(h) EUR 1,000 allocated to compartment Belgian Lion SME VI

(i) EUR 54,000 allocated to compartment Belgian Lion IX

7.3 Shareholders

The shares of the Issuing Company are owned as follows:

(a) Stichting Holding Belgian Lion, a foundation (*stichting / fondation*) incorporated under the laws of Belgium on 26 November 2008 and having its registered office at 1000 Brussels, at Marnixlaan 23, 5th floor, Belgium and holding 55,800 shares; and

(b) ING Bank N.V., a limited liability company, under the laws of the Netherlands, with registered office at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands, and holding 6,200 shares.

The directors of Stichting Holding Belgian Lion are (the ***Stichting Holding Directors***):

(c) Mr. Christophe Tans, with business address at Marnixlaan 23, 5th floor, 1000 Brussels;

(d) Intertrust Financial Services BV, with its registered office at Marnixlaan 23, 5th floor, 1000 Brussels, with enterprise number 0861.696.827, having appointed as its permanent representative Mrs. Irene Florescu, with business address at Marnixlaan 23, 5th floor, 1000 Brussels; and

(e) Mrs. Brecht Guldemont, with business address at Marnixlaan 23, 5th floor, 1000 Brussels.

Each Stichting Holding Director has entered into a management agreement with Stichting Holding Belgian Lion and the Security Agent (the ***Stichting Holding Management Agreements***) pursuant to which each Stichting Holding Director agrees and undertakes to, *inter alia*, (i) do all that an adequate director should do or should refrain from doing, and (ii) refrain from taking certain actions (a) detrimental to the obligations of the Issuer under any of the Transaction Documents or (b) which

it knows would or could reasonably result in a downgrade of the ratings assigned to the Class A Notes outstanding.

In addition, each of the Stichting Holding Directors agrees in the relevant management agreement that it will not enter into any agreement in relation to the Issuing Company or any of its Compartments (including the Issuer) other than the transaction documents in relation to the Belgian Lion RMBS I Transaction (and the unwinding thereof), Belgian Lion RMBS II Transaction (and the unwinding thereof), the Belgian Lion SME I Transaction (and the unwinding thereof), the Belgian Lion SME II Transaction (and the unwinding thereof), the Belgian Lion SME III Transaction (and, prior or on the Closing Date, the unwinding thereof) and the Belgian Lion SME IV Transaction to which it is a party, without the prior written consent of the Security Agent and without first having notified the Rating Agencies thereof.

7.4 Auditor

KPMG Bedrijfsrevisoren BV CVBA, incorporated under Belgian law with registered office at Luchthaven Brussel Nationaal 1K, 1930 Zaventem, Belgium and member of the *Instituut der Bedrijfsrevisoren* has been appointed as statutory auditor of the Issuing Company (represented by Mr. Frans Simonetti), for accounting years 2022 to and including 2024. The appointment will expire after the general meeting of 2025 approving the annual accounts of accounting year 31 December 2024. KPMG (represented by Mr. Olivier Macq) was statutory auditor of the Issuing Company for re accounting years 2020 and 2021. For the accounting years 2020 and 2021, unqualified opinions were issued by the Auditor in respect of the Issuing Company.

7.5 Corporate purpose and permitted activities

The corporate purpose of the Issuing Company as set out in article 3 of its articles of association consists exclusively in the collective investment of financial means that are exclusively collected with Qualifying Investors, in receivables that are assigned to it by third parties.

The securities issued by the Issuing Company can only be acquired by Qualifying Investors.

The Issuing Company 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 Issuing Company may hold additional or temporary term investment, liquidities and securities. The Issuing Company may purchase, issue or sell all sorts of financial instruments, purchase or sale 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 transactions carried out by it and outside the investments permitted by law, the Issuing Company 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 Issuing Company requires a special majority of 80 percent of the voting rights of the shareholders of the Issuing Company.

The corporate purpose of Compartment Belgian Lion SME IV consists exclusively in the collective investment of financial means collected in accordance with the articles of association of the Issuer in a portfolio of selected SME loans.

7.6 Compartments

The articles of association of the Issuing Company authorise the Issuing Company's board of directors to create several Compartments within the meaning of Article 271/11 of the UCITS Act.

The creation of Compartments means that the Issuing Company 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 a Compartment.

To date nine Compartments have been created, Compartment Belgian Lion RMBS I, Compartment Belgian Lion SME I, Compartment Belgian Lion SME II, Compartment Belgian Lion RMBS II, Compartment Belgian Lion SME III, Compartment Belgian Lion SME IV, Compartment Belgian Lion SME V, Compartment Belgian Lion SME VI and Compartment Belgian Lion IX, each for the purpose of collective investment of funds collected in accordance with the articles of association of the Issuing Company in a portfolio of selected receivables. Further Compartments may be created.

To date only the first five Compartments and Compartment Belgian Lion SME IV have effectively started their activities. As long as the other compartments have not yet been activated, their names and purpose remains subject to change.

The Collateral and all liabilities of the Issuing Company relating to the Notes and the Transaction Documents will be exclusively allocated to Compartment Belgian Lion SME IV. Unless expressly provided otherwise, all appointments, rights, title, assignments, obligations, covenants and representations, assets and liabilities, relating to the issue of the Notes and the Transaction Documents are exclusively allocated to Compartment Belgian Lion SME IV and will not extend to other transactions or other Compartments of the Issuing Company or any assets of the Issuing Company other than those allocated to Compartment Belgian Lion SME IV under the Transaction Documents.

The Issuing Company may enter into further transactions but will enter into such other transactions only through other Compartments and on such terms that the debts, liabilities or obligations relating to such transactions will be allocated to such other Compartments and that parties to such transactions will only have recourse to such other Compartments of the Issuing Company and not to the Collateral or to Compartment Belgian Lion SME IV.

7.7 Administrative, management and supervisory bodies

7.7.1 Board of Directors

The board of directors of the Issuing Company ensures the management of the Issuing Company and the Issuer. Pursuant to article 18 of its articles of association, the board consists of a minimum of 2 directors and a maximum of 5 directors. The Issuing Company's current board of directors consists of the following persons (the ***Issuer Directors***):

(a) Mr. Christophe Tans, with business address at Marnixlaan 23, 5th floor, 1000 Brussels;

(b) Mrs. Irene Florescu, with business address at Marnixlaan 23, 5th floor, 1000 Brussels.

The current term of office of the Issuer Directors expires after the annual shareholders meeting to be held in 2023.

Companies of which Christophe Tans has been a member of the administrative, management or supervisory bodies or partner at any time in the previous five years are:

- As director/manager in his own name: B-Arena NV, Bass Master Issuer NV, Belgian Lio NV, Cultura 2006 Fondation Privee, Gelase SA, Granla SRL, Loan Invest NV, Penates Funding NV, Royal Street NV, Stichting Bachelier - Private Stichting, Stichting Holding Bass - Private Stichting, Stichting Holding Belgian Lion - Private Stichting, Trefondinvest BVBA, Four-Leaf Investment NV, Central Park NV, Hotel Development Antwerpen NV, Hotel Development Corporation N.V., International Hotel Development Flanders NV, La Liniere Hotel S.A., Mercatopark Antwerp N.V., Cosmote Global Solutions NV, FLI Group BVBA, Pegaland SRL, Pegatrim SRL, Pegamo I SRL, Pegamo III SRL, Pegamo V SRL, Pegason SRL, Pegacosmos SRL, Pegare SRL, Pegapark SRL, FPE (BE) Holding SRL, D SQUARE REAL ESTATE SA FIIS, Bayreuth SA, Caprese II SA, Elsinore SA, Davos SA, Figueras SA, Fondation Holding Auto ABS Belgium Loans Fondation Privee, The One Office SA, La City SA, Deka Regent SA, WTSS Parc Mouscron SA, State Grid International Development Belgium Limited SRL, Stichting Bumper BE Private Stichting, Bumper BE NV, Stichting ICLHB Finance Private Stichting, ICLHB Finance NV, Belalan Bischofsheim Leasehold SA, Silver Tower SA, Marnix GM, Creafin Credits NV, Brussels CV SRL, Brussels CV2 SRL, Hotel Operations Hasselt BVBA, Carestotel BVBA.

- As permanent representative of Intertrust Financial Services Bvba: Avocent Belgium LTD SPRL, Boetie Belgium Holding SPRL, Lonko Belgium Holding SPRL, Stichting Holding ESMEE – Private Stichting, Stichting Vesta – Private Stichting, Auto ABS Belgium Loans 2019 SA.

- As permanent representative of Kadans Science Partner BE Services BV: Kadans Science Partner I BE SCOMM

- As permanent representative of Kadans Science Partner BE Services I BV: Watson & Crick Hill SCOMM

- As permanent representative of Sticht. Vesta – Private Stichting**:** Dexia Secured Funding Belgium NV, Mercurius Funding NV

- As permanent representative of Intertrust Belgium Nv/Sa: Community Waste Holding Private Stichting, Consolidated Minerals (Belgium) Limited S.P.R.L., Consortium Real Estate SA, Cpis SA, Cpit SA, Cpiv SA, Cpiw SA, Esmee Master Issuer NV, Gccl (Belgium) Services S.P.R.L., Heritage Fund S.P.R.L., Hih Global Rue Royale SA, JPA Properties BVBA, Kf Japan B.V.B.A., Loch Lomond Foundation Private Stichting, Montindu NV, Prologis Mexico Holding I (A) B.V.B.A., Prologis Mexico Holding Ii (A) B.V.B.A., Prologis Mexico Holding Iii (A) B.V.B.A., Prologis Mexico Holding Iv (A) B.V.B.A., Prologis Mexico Holding V (A) B.V.B.A., Robhein Beheer B.V.B.A., Rospa Belgium B.V.B.A., Stichting JPA Properties – Private Stichting, Strategic Metals B.V.B.A., Wadi Investment S.P.R.L., Bunbeg SPRL, Hudson Global Resources Belgium NV, Azolver Belgium, Equitix GWC HoldCo NV, Trone Holding SA, Immo Watro SA, Energy Storage Solutions S.L. – Branch, Kadans Science Partners BE Services BV, Kadans Science Partners BE Services I BV, Clear Lake BV/SRL, Cube Cold Europe Belgium BIDCO NV.

Companies of which Irene Florescu has been a member of the administrative, management or supervisory bodies or partner at any time in the previous five years are:

- As director/manager in her own name: B-Arena NV, Bass Master Issuer NV, Belgian Lion Nv, Granla S.R.L., Loan Invest NV, Penates Funding NV, Royal Street NV, Stichting Bachelier - Private Stichting, Stichting Holding Esmee - Private Stichting, Stichting Vesta - Private Stichting, Cosmote Global Solutions NV, FLI Group BVBA, Pegaland S.R.L., Pegatrim S.R.L., Pegamo I SRL, Pegamo III SRL, Pegamo V SRL, Pegason SRL, Pegacosmos SRL, Pegare SRL, Pegapark SRL, FPE (BE) Holding SRL, D SQUARE REAL ESTATE SA FIIS, Bayreuth SA, Caprese II SA, Elsinore SA, Davos SA, Figueras SA, The One Office SA, LA City SA, DEKA Regent SA, WTSS Parc Mouscron SA, Stichting Bumper BE Private Stichting, Bumper BE NV, Stichting ICLHB Finance Private Stichting, ICLHB Finance NV, Belalan Bischofsheim Leasehold SA, Silver Tower SA, Creafin Credits NV.

- As permanent representative of Intertrust Belgium Nv/Sa: Aisela10 S.P.R.L., Avocent Belgium LTD S.P.R.L., Buschberg Associates SA, Cultura 2006 Fondation Privee, European Financial Services Round Table A.S.B.L., Fribler Belgium Holding S.P.R.L., Gelase SA, Gulag Belgium Holding S.P.R.L., Passport Belgium SA.

- As permanent representative of Intertrust Financial Services BV: Community Waste Holding Private Stichting, CPIS SA, CPIT SA, CPIV SA, CPIW SA, Dexia Secured Funding Belgium NV, Mercurius Funding NV, Stichting Holding Bass – Private Stichting, Stichting Holding Belgian Lion – Private Stichting, Stichting JPA Properties – Private Stichting, Loch Lomond Foundation Private Stichting.

- As permanent representative of Sticht. Hold. Esmee – Private Stichting: Esmee Master Issuer NV

None of the Issuer Directors have been subject to 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 member of the administrative, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years.

7.7.2 Other administrative, management and supervisory bodies

The Issuing Company has no other administrative, management or supervisory bodies than the board of directors. The board of directors will delegate some of its management powers to the Administrator for the purpose of assisting it in the management of the affairs of the Issuing Company but it will retain overall responsibility for the management of the Issuing Company, in accordance with the UCITS Act.

7.7.3 Conflicts of interest

The Issuer Directors and the Security Agent Director are related parties. In order to mitigate any potential conflict of interest that may arise from those different capacities, each of the Issuer Directors and the Security Agent Director has entered into respectively an Issuer Management Agreement and a Security Agent Management Agreement.

None of the other Issuer Directors has any conflict of interest between its duties as director of the Issuing Company and its other duties or private interests.

7.7.4 Issuer Management Agreements

Each of the Issuer Directors has entered into a management agreement with the Issuing Company and the Security Agent, as most recently amended and restated on or about the date of this Prospectus. In these management agreements (the ***Issuer Management Agreements***) each of the Issuer Directors agrees and undertakes to, *inter alia*, (i) act as director of the Issuing Company and to perform certain services in connection therewith, (ii) do all that an adequate director should do or should refrain from doing, and (iii) refrain from taking any action detrimental to the obligations under any of the Transaction Documents.

In addition each of the Issuer Directors agrees in the relevant Issuer Management Agreements that it will not enter into any agreement relating to the Issuer other than the Transaction Documents to which it is a party, without the prior written consent of the Security Agent, and first having notified the Rating Agencies thereof.

7.8 General Meeting of Shareholders

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 appoint an *ad hoc* attorney-in-fact or to take a decision on such matter itself and delegate the execution thereof to the board of directors.

The annual shareholders' meeting will be held each year on the last business day of June at the registered office of the Issuing Company. The shareholders' meetings are held at the Issuing Company's registered office. A general meeting may be convened at any time and must be convened whenever this is requested by shareholders representing 20 per cent of the share capital.

Furthermore, a general meeting of shareholders of a specific Compartment may be held regarding subjects matters which only concern such Compartment. A general meeting of shareholders of a specific Compartment may be convened at any time and must be convened whenever this is requested by shareholders representing 20 per cent of the share capital attributed to the Issuing Company or the specific Compartment. Such meeting only represents the shareholders of the specific Compartment.

Shareholders' meetings are convened upon convening notice of the board of directors (or the auditor or liquidator). 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 of the articles of association require a majority of 75 per cent of the votes (and a majority of 80 per cent for the amendment of the corporate purpose).

7.9 Changes to the rights of shareholders

The board of directors is authorised to create various categories of shares, where a category coincides with a separate part or Compartment of the assets of the Issuing Company. The board of directors can make use of this authorisation to 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 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 the 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 the other compartments.

7.10 Share transfer restrictions

Given the specific purpose of the Issuing Company and article 3, 3° and 271/1 of the UCITS Act, the shares in the Issuing Company can only be held by Qualifying Investors that are acting for their own account, as set out in article 13 of the articles of association of the Issuing Company. Each transfer in violation of these share transfer restrictions is null and is not enforceable against the Issuing Company and may not be registered in the share register.

A shareholder intending to transfer its shares in the Issuing Company must notify the board of directors thereof. This notification must include *inter alia* a confirmation of the transferor and proposed transferee that the transferee is a Qualifying Investor acting for its own account. The other shareholders of the same category of shares have a pre-emption right in respect of the shares proposed to be transferred. The transfer of shares in respect of which the pre-emption right is not exercised, is subject to approval of the other shareholders of the same category. Shareholders refusing such transfer must propose one or more alternative transferees for the shares.

7.11 Corporate Governance

The Issuing Company complies with all binding regulations of corporate governance applicable to it in Belgium.

In accordance with Article 7:99 of the Company Code, companies whose securities are admitted to trading on a regulated market must establish an audit committee. An exemption is available 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 Issuing Company's sole business consists of the issuance of asset-backed securities and does not consider it appropriate to establish an audit committee. The Issuing Company refers in this respect to the recitals of the European Directive 2014/56/EU of the European Parliament and of the Council of 16 April 2014 amending Directive 2006/43 on statutory audits of annual accounts

and consolidated 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 Issuing Company operates in a strictly defined regulatory environment and is subject to specific governance mechanisms (e.g. corporate purpose limits its activities to the issue of negotiable financial instruments for the purpose of acquiring receivables). Furthermore, the Issuing Company 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 entered into an Administration Agreement, a Corporate Services Agreement and an Accounting Services Agreement pursuant to which third parties will provide certain reporting, calculation and monitoring services.

The Issuing Company 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.

7.12 Accounting Year

The Issuer's accounting year ends on 31 December of each year (the first accounting year ending on 31 December 2022).

7.13 Information to investors

7.13.1 Disclosure Requirements under the Securitisation Regulation

For the purpose of article 7(2) of the Securitisation Regulation, the Seller and the Issuer agree that the Seller, as "originator" as defined in the Securitisation Regulation, will bethe entity in charge of compliance with the requirements of article 7 of the Securitisation Regulation (the ***Reporting Entity***). Further information see also Section 3.

The Reporting Entity, will make available to Noteholders, to the competent authorities referred to in article 29 of the Securitisation Regulation and to potential investors, the following information required to be made available under Article 7 of the Securitisation Regulation. Such information will be made available on the EDW website (https://editor.eurodw.eu), which is a securitisation repository which satisfies the conditions set out in Article 7(2) of the Securitisation Regulation:

(a) on a quarterly basis and within one (1) month after each Quarterly Payment Date, certain loan-by-loan information in relation to the SME Loans comprised in the Portfolio as of the relevant Cut-off Date, as required by and in accordance with (i) Article 7(1)(a) of the Securitisation Regulation and the Article 7 Technical Standards, which shall be provided in the form of the standardised template set out in annex IV of the Commission Delegated Regulation (EU) 2020/1224, as applicable (the ***Loan Level Data***);

(b) on a quarterly basis and within one (1) month after each Quarterly Payment Date, a quarterly investor report in respect of the relevant Interest Period, as required by and in accordance with (i) article 7(1)(e) of the Securitisation Regulation and the Article 7 Technical Standards, as applicable (the ***Quarterly Investor Report***), which shall be provided in the form of the standardised

template set out in annex XII of the Commission Delegated Regulation (EU) 2020/1224, as applicable;

(c) without delay, any inside information relating to the Transaction that the Seller as originator or the Issuer as SSPE are obliged to make public in accordance with article 17 of Regulation (EU) No 596/2014 on insider dealing and market manipulation and pursuant to (i) article 7(1)(f) of the Securitisation Regulation which shall be provided in the form of the standardised template set out in annex XIV of the Commission Delegated Regulation (EU) 2020/1224, as applicable;

(d) this Prospectus and the Transaction Documents (other than the Subscription Agreement) as required by article 7(1)(b) of the Securitisation Regulation at the latest 15 calendar days after the Closing Date pursuant to article 22(5) of the EU Securitisation Regulation as well as any amendment to the Transaction Documents (other than the Subscription Agreement);

(e) the STS Notification referred to in article 27 of the Securitisation Regulation as required by article 7(1)(d) of the Securitisation Regulation; and

(f) without undue delay, any material changes to the Seller's Credit Policies, as required by article 20(10) of the EU Securitisation Regulation.

Furthermore, each of the Seller and the Issuer has made available and/or will make available, as applicable, the following information before pricing of the Notes:

(a) via Bloomberg and/or any other relevant modelling platforms, a liability cash flow model of the Transaction which precisely represents the contractual relationship between the SME Receivables and the payments flowing between the Seller, the Noteholders, other third parties and the Issuer, which shall remain to be made available to Noteholders on an ongoing basis and to potential investors upon request, as required by article 22(3) of the Securitisation Regulation (which liability cash flow model shall be kept updated and modified, in case of significant changes in the cash flow structure of the transaction described in this Prospectus);

(b) upon request, loan-level data with respect to the Portfolio of SME Loans described in Section 15 (*Description of the portfolio*), as required pursuant to article 22(5) of the Securitisation Regulation in conjunction with article 7(1)(a) of the Securitisation Regulation;

(c) the information required by paragraphs (b) to (d) of article 7(1) of the Securitisation Regulation (being the STS Notification, the Prospectus and the Transaction Documents (other than the Subscription Agreement) at least in draft or initial form as required by article 22(5) of the Securitisation Regulation; and

(d) data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar SME Loans receivables to those being securitised, and the sources of those data and the basis for claiming similarity, which data cover a period of not shorter than five years, as required by article 22(1) of the Securitisation Regulation (see also Section "*Statistical Information relating to the Portfolio of* " below).

The Seller shall be responsible for the compliance with article 7 of the Securitisation Regulation, in accordance with article 22(5) of the EU Securitisation Regulation.

To the extent any developing regulations or technical standards prepared under the Securitisation Regulation come into effect after the date hereof and require such reports to be published in a different manner or on a different website, the Seller shall comply with the requirements of such developing regulations or technical standards when publishing such reports

7.13.2 Loan-level data reporting requirements for asset-backed securities with respect to the Eurosystem's collateral framework

As set out above, the Seller shall make available the loan-by-loan level data with respect to the SME Receivables to investors on a quarterly basis on the EDW website within one (1) month of each Quarterly Payment Date as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation and the Article 7 Technical Standards). It should be noted that, with effect from 1 October 2021 (but subject to certain transitional provisions), amended Eurosystem rules apply to loan-by-loan reporting whereby loan-level reporting via an ESMA-authorised securitisation repository in compliance with Article 7 of the EU Securitisation Regulation applies.

7.13.3 The Monthly Investor Report

The Administrator will also prepare for the Issuer a ***Monthly Investor Report*** on or about each Monthly Sweep Date. The Monthly Investor Report shall be substantially in a form as set out in schedule 1 to the Administration Agreement, as the same may be amended and/or supplemented from time to time by agreement between amongst others the Issuer, the Administrator and the Security Agent, and will provide detailed information on the composition and the performance of the portfolio of the SME Receivables.

The Monthly Investor Report will be made available for inspection by the Administrator upon request free of charge to any person at the office of the Domiciliary Agent and on the website: www.ing.be/investor-relations[1]. It may also be made available on the EDW website, on Bloomberg and on any other medium which the Issuer may deem appropriate.

7.13.4 Availability of other documents

Copies of the following documents shall be made available will be made available, free of charge, at the specified offices of the Domiciliary Agent:

(i) the Articles of the Issuing Company;

(ii) the minutes of the meeting of the Board, approving the issue of the Notes and the issue of the Prospectus and the Transaction as whole;

(iii) the historical financial information (if any) of the Issuer; and

(iv) the audited annual financial statements of the Issuer.

Items (iii) and (iv) above shall remain available for at least 10 years from the date of approval of this Prospectus. The Administrator and the Auditor will assist the Issuer in the preparation of the annual reports in order to inform the Noteholders

The Prospectus will also be published on the website of the Euronext Brussels. The Prospectus will also remain available on the website of the Administrator (https://about.ing.be/en/investor-information/securitisations.htm)[2] for at least 10 years from the date of its approval.

7.14 Investment objective, policy and restrictions

The investment objective and policy of the Issuer consists of, and is restricted to, the collective investment of the financing obtained in accordance with the Issuing Company's articles of association, in loans, credits or parts thereof, of any nature whatsoever, that has been granted by ING Belgium NV (or any of its predecessors) and that are transferred from time to time to the Issuer in accordance with a transfer agreement. In accordance with the corporate purpose of the Issuing Company, the Issuer may additionally or temporarily have other investments, liquidities or financial instruments and buy, issue or sell any type of financial instrument, buy, issue or sell call- or put-options on financial instruments, interest instruments or currency, enter into swaps, interest swaps or foreign exchange or interest forwards and trade options on similar agreements, to the extent that the transaction serves the hedging of a risk related to one or more of the elements on its balance sheet (article 63 of the Issuing Company's articles of association).

The Issuing Company and the Issuer have no borrowing or leverage limits. However, financing must in principle be obtained by issuing financial instruments to Qualifying Investors or another type of financing as permitted by the Issuing Company's corporate purpose. The Issuer may also obtain loans to the extent they contribute to the financing of the collective investment or otherwise contribute to attracting financing of investors, for example by way of credit enhancement or liquidity facilities (article 64 of the Issuing Company's articles of association).

7.15 Dividend policy

Pursuant to Article 41 of the articles of association of the Issuing Company, the annual general meeting of shareholders determines each year, on the basis of a proposal of the board of directors, each Compartment's share in the Issuing Company's profits or losses.

The distributable profit of each Compartment can either be distributed or reserved. Reservation of profits is only permitted for purposes of future distribution or for the coverage of risks of payment defaults on the receivables that are part of the relevant Compartment.

If the Issuing Company determines that a shareholder is not or no longer a Qualifying Investor acting for its own account, the payment of (interim) dividends to that shareholder is suspended until the shares are transferred to a Qualifying Investor acting for its own account.

7.16 Financial information

Only Compartments Belgian Lion RMBS I, Belgian Lion SME I, Belgian Lion RMBS II, Belgian Lion SME II, Belgian Lion SME III have commenced their operations since the date of incorporation of the Issuing Company. The other Compartments, including the Issuer, have not commenced their operations since the date of incorporation of the Issuing Company. The Issuing Company has not drawn up audited or unaudited financial statements in respect of the Issuer (i.e., its Compartment Belgian Lion SME IV).

Financial statements have only been drawn up in respect of the Issuing Company and the Compartments that have started their operations. The Issuing Company's auditor issued a non-

[2] The information contained on the Administrator's website does not form part of this Prospectus.

qualified report on the financial statements for each accounting year from the date of incorporation until 2017.

Pursuant to Article 18.1 of the Prospectus Regulation, the FSMA has by decision of 25 October 2022 granted an exemption to the Issuer, with respect to the obligation to provide historical financial information (under 8.2 of Annex 7, of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004) in relation to the Issuing Company and the Issuer. This exemption also applies to any related information requirements where such information relates to Issuing Company and the Issuer.

No recent events have occurred since the activation of the operation of the Issuer and which are to a material extent relevant to an evaluation of the Issuer's solvency.

There has been no significant change in the financial position or performance of the Issuing Company since 30 June 2022.

7.17 Accounting valuation rules

The financial statements of the Issuing Company are, and the financial statements of the Issuer will be, prepared in accordance with the following principles.

The valuation rules are prepared in a going concern principle by the Board of Directors and in accordance with the Royal Decree of 30 January 2001, and are subject to modifications related to the specific activities of the entity.

The characteristics of the entity are, in accordance with articles 28 et seq. of the Royal Decree of 30 January 2001, translated in a set of accounts. This set of accounts is the basis to establish the financial statements (in euro).

On a regular basis and at least once a year an inventory is prepared of all costs, arising from the exercise of the previous accounting year, from which the amount on closing date can reliably be measured, but the time of the settlement is uncertain. Provisions are made on a consequent basis.

The annual accounts are established according to the scheme in annex to the Royal Decree of 30 January 2001 and contain all the information which is necessary according to the Royal Decree of 29 November 1993 on the investment funds in debt securities (see article 47).

The establishment costs are booked in the profit and loss account, in the year they were expended.

In the disclosures, all information is reflected, so that the reader of the annual accounts will have a fair and true picture of the financial situation of the Issuer and the financial performance of the Issuer.

The cost of first establishment are activated and subsequently taken into the profit and loss account in the year they were expended.

The SME Receivables sold by the Seller to the Issuer are booked at their purchase price. This is the nominal value of the receivables outstanding at such date. For amounts to be received impairments are recorded at the moment that for the whole or a part of the SME Receivables(s), there is an uncertainty that the SME Receivables(s) will be recovered at the maturity date. Amounts

to be received over more than one year, which matures in the balance sheet within one year are booked in the item “Amounts receivable within one year”.

Cash and short term deposits are recorded at nominal value.

Fixed income securities are booked at their purchase price. The amount by which the nominal yield exceeds the effective yield, at such purchase date, is deferred over the remaining life of the securities.

Under the item “Accrued income” are booked: the accrued interest on the purchased SME Receivables

The Notes issued are recorded at nominal value.

Under the item “Accruals” all the charges concerning the financial year are booked, which are not yet paid.

The notional amounts of the derivatives are posted in the off balance sheet accounts. The income and the charges related to hedging derivatives are recorded in the income statement in a similar way as the income and the charges of the hedged item.

The cost of first establishment are taken into the profit and loss account in the year they were expended, under the item “amortised intangible fixed assets”.

All costs, arising from the exercise of the previous accounting year, from which the amount on closing date can reliable be measured, but the time of the settlement is uncertain will be taking into account.

Provisions on defaults are made on a consequent basis. The provisions are written off at the moment they were not necessary anymore.

The servicing fees are deferred taking into account the outstanding amount of the SME Loans.

The interest received and the deferred interest on the SME Receivables is recognised as financial revenue. The interest paid and the deferred interest on the outstanding Notes is recognised as a financial expense.

The income and the charges related to hedging derivatives are recorded in the income statement in a similar way as the income and the charges of the hedged item.

7.18 Belgian tax position of the Issuer

7.18.1 Withholding tax on moneys collected by the Issuer

Receipts of moveable income (in particular interest, and with the exception of Belgian source dividends) by the Issuer are exempt from Belgian withholding tax. Therefore no such tax is due in Belgium on interest payments received under any SME Loan by the Issuer from a Borrower.

Similarly a withholding tax exemption will be available for interest paid to the Issuer on investments or cash balances.

The relevant withholding tax exemptions are laid down in Article 116 of the Royal Decree implementing the BITC 1992. The scope of application of this Article is determined by way of a reference to the relevant regulatory framework for, amongst others, *institutionele*

vennootschappen voor belegging in schuldvorderingen naar Belgisch recht/ sociétés d'investissement en créances institutionnelle de droit belge such as the Issuing Company. Even where the Issuer would not, or no longer be eligible for the exemption laid down in Article 116 of the Royal Decree implementing the BITC 92, interest on loans received by the Issuer would still be exempt from Belgian withholding tax on the basis of Article 107, §2, 9° of the Royal Decree implementing the BITC 92.

7.18.2 Corporate income tax

The Issuer is subject to corporate income tax at the current ordinary rate of 25 per cent. However its tax base is limited to certain specific items: it can notably only be taxed on any disallowed business expenses (other than excess borrowing costs within the meaning of Article 198/1 of the BITC 1992 and reductions in value and capital losses on shares)) and any abnormal or gratuitous benefits received. The Issuer does not anticipate incurring any such expenses or receiving any such benefits.

The Notes should not qualify as a structured arrangement within the meaning of the anti-hybrid tax legislation (Article 198, §1, 10°/1 to 10°/4 of the BITC 1992) and as further explained in a public individual advanced decision concerning a different financial market transaction (Nr. 2018.0521 dd. 24.07.2018) since the terms of the Notes do not integrate any value derived from an hybrid effect neither have been issued in view of generating an hybrid effect. Hence, interest paid on the Notes should not constitute disallowed expenses on this basis.

The legal basis of this special tax regime is Article 185*bis* of the BITC 1992. The scope of application of Article 185*bis* of the BITC 1992 insofar it relates to 'investment companies' is defined by way of a reference to the applicable regulatory framework applying to the relevant types of investment entities.

7.18.3 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 VAT payable by the Issuer is therefore not recoverable under the VAT legislation. The current ordinary VAT rate is 21 per cent.

Services supplied to the Issuer by the other parties to the Transaction Documents, the Rating Agencies and the Auditor are, in general, subject to Belgian VAT provided that the services are located for VAT purposes in Belgium. However, fees paid in respect of the financial and administrative management of the Issuer and its assets (including fees paid for the receipt of payments on behalf of the Issuer and the forced collection of receivables) are exempt from Belgian VAT in accordance with Article 44, §3, 11° of the Belgian VAT Code.

The previous doubt whether the exemption in Article 44, §3, 11° of the Belgian VAT Code was still applicable to *vennootschappen voor belegging in schuldvorderingen / sociétés d'investissement en créances* following the entry into force of the Belgian AIFM Law has been taken away by the Law of 27 June 2021 containing miscellaneous provisions on value added tax, which introduced an explicit reference to *instellingen voor belegging in schuldvorderingen / organismes de placement en créances* in Article 44, §3, 11° of the Belgian VAT Code.

7.18.4 No net asset tax

Based on the text of Article 201/20 of the Code of various duties and taxes (*Wetboek diverse rechten en taksen / Code des droits et taxes divers)*, no net asset tax (i.e. annual tax on collective

investment institutions) should be due by *vennootschappen voor belegging in schuldvorderingen / sociétés d'investissement en créances.*

SECTION 8

ISSUER SECURITY

As security for the performance by the Issuer of its obligations under the Notes and the Transaction Documents, the Issuer will grant rights of pledge on its assets in favour of the Security Agent and the other Secured Parties.

Pursuant to the Pledge Agreement, the obligations of the Issuer under Notes and the Transaction Documents will be secured by a first ranking pledge created by the Issuer in favour of the Secured Parties (as defined below), including the Security Agent acting in its own name, as representative on behalf of the Noteholder (the ***Security***) over:

(a) all right and title of the Issuer to, and under, or in connection with all the SME Receivables, all Loan Security and all Additional Security;

(b) the Issuer's rights under or in connection with the Transaction Documents and all other documents to which the Issuer is a party;

(c) the Issuer's right and title in and to the Issuer Accounts and any amounts standing to the credit thereof from time to time; and

(d) any other assets of the Issuer (including, without limitation, the completed loan documents and ancillary documents in respect of an SME Loan which set out the terms and conditions of the SME Loan, the Loan Security and the Additional Security (the ***Loan Documents***) and the file(s), books, magnetic tapes, disks, cassette or other such method of recording or storing information from time to time relating to each SME Loan and the Loan Security related thereto containing, *inter alia*, (A) all material records and correspondence relating to the SME Loans, the Loan Security and Additional Security and/or the Borrower and (B) any payment, status or arrears reports maintained by the Servicer (the ***Contract Records***)).

The Security shall secure the following amounts due (*verschuldigd* / *dû*) by the Issuer:

(a) as fees or other remuneration to the Issuer Directors (to the extent these are recoverable against the Issuer), under the Issuer Management Agreements;

(b) as fees and expenses to the Servicer under the Servicing Agreement;

(c) as fees and expenses to the Administrator, the Corporate Services Provider and the Accounting Services Provider under the Administration Agreement and the Corporate Services Agreement;

(d) as fees and expenses to the Domiciliary Agent and the Calculation Agent under the Domiciliary Agency Agreement;

(e) to the Seller under the SRPA;

(f) to the GIC Provider under the GIC Provider Agreement;

(g) to the Noteholders; and

(h) to the Security Agent under the Pledge Agreement;

(the parties referred to in item (a) through (i), together the ***Secured Parties***).

The Security Agent has been designated as representative of the Noteholders, in accordance 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 Security Agent has also been appointed as representative of the Secured Parties in accordance with Article 5 of the Financial Collateral Law, as representative (*vertegenwoordiger / représentant*) of the Secured Parties in accordance with Article 3 of Title XVII (*Real security on movable assets*) of Book III of the Belgian Civil Code (*Burgerlijk Wetboek / Code civil*) and as irrevocable agent (*lasthebber / mandataire*) of the other Secured Parties in respect of the performance of certain duties and responsibilities in relation to the pledged collateral.

The assets over which the Security is created are referred to herein collectively as the ***Collateral***. The Collateral will also provide security for the Issuer's obligation to pay amounts due to the Secured Parties under the Notes and the Transaction Documents, in accordance with the applicable Priority of Payments set out in Condition 2.

The Noteholders will be entitled to the benefit of the Pledge Agreement, 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 and to exercise rights arising under the Pledge Agreement for only the benefit of the Noteholders and the other Secured Parties. The Noteholders shall have limited recourse against only the Collateral and the assets of the Issuer.

The Pledge Agreement provides that the pledge over the SME Receivables and Loan Security will not be notified to the Borrowers, the third party providers of Related Security or other relevant parties, except in case certain notification events occur, which include the Notification Events and the giving of an Enforcement Notice and certain other events, (the ***Pledge Notification Events***). Prior to notification of the pledge to the Borrowers, the pledge on the SME Loans will be an undisclosed pledge.

The pledge created pursuant to the Pledge Agreement over the rights referred to in paragraphs (b) and (c) above will be acknowledged by the relevant obligors and will therefore be a disclosed pledge.

The Pledge Agreement is governed by Belgian law. Under Belgian law, upon enforcement of the security for the Notes, the Security Agent 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 SME Receivables, any moneys payable under the Transaction Documents pledged to it and any moneys standing to the credit of the Issuer 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 realize the SME Receivables as soon as possible in accordance with the provisions of the Financial Collateral Law (and to realize those other pledged assets not governed by the Financial Collateral Law, in accordance with the provisions of the Belgian civil code).

In addition to other methods of enforcement permitted by law, article 271/12, §2 of the UCITS Act also permits the Noteholders (acting together) to request the president of the commercial court to attribute to them the Collateral 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 such rights.

The security rights described above shall serve as security for the benefit of the Secured Parties, including each of the Class A Noteholders, the Class B Noteholders and the Class C Noteholders, but, *inter alia*, amounts owing to the Class B Noteholders will rank in priority of payment after amounts owing to the Class A Noteholders and amounts owing to the Class C Noteholders will rank in priority of payment after amounts owing to the Class A Noteholders and the Class B Noteholders (see *Section* 6 *Credit Structure* above).

Loan Security means in respect of any SME Receivables, any and all rights, title, interests and benefits relating to any payments under any Mortgage, Business Pledge, Farmer's Lien, any guarantee provided for such SME Receivables and any other type of security interest granted in respect of the SME Receivables.

Additional Security means with regard to any SME Receivables, 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 SME Receivables or the related Loan Security or in connection with the Seller's decision to grant the relevant SME 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 Loan.

Related Security means any Loan Security and any Additional Security.

SECTION 9

THE SECURITY AGENT

Stichting Security Agent Belgian Lion is a foundation (*stichting*) incorporated under the laws of the Netherlands on 31 December 2008. It has its registered office at Basisweg 10, 1043 AP Amsterdam, the Netherlands.

The objects of the Security Agent are (a) to act as agent and/or Security Agent in the context of securitization transactions; (b) to acquire, keep and administer security rights in its own name, as agent and representative of securities holders, and if necessary to enforce such security rights, for the benefit of creditors of legal entities amongst which the Issuer (including the holders of notes to be issued by the Issuer) and to perform acts and legal acts, including guarantees from, the aforementioned entities, which are conducive to the holding of the abovementioned security rights (c) to borrow money and (d) to perform any and all acts which are related, incidental or which may be conducive to the above.

The sole director of the Security Agent is Amsterdamsch Trustee's Kantoor B.V., having its statutory seat and registered office in Amsterdam at Basisweg 10, 1043 AP Amsterdam, the Netherlands. The managing directors of Amsterdamsch Trustee's Kantoor B.V. are, Arno Jacobus Vink and Margrietha Wilhelmina Hogeterp.

For more information on the role and liabilities of the Security Agent, see Condition 12 (*The Security Agent*).

SECTION 10

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.

Prospective holders of the Notes are urged to consult their own professional advisers with respect to the tax consequences of an investment in the Notes, taking into account their own particular circumstances and the possible impact of any regional, local or national laws.

10.1 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, assessments 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 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, any 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. If any such withholding or deduction is required by law, the Issuer may, at its option, redeem the Notes.

10.2 Belgian Tax in respect of the Notes

10.2.1 Belgian withholding tax

The interest component of the payments on the Notes will, as a rule, be subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 30 per cent. Tax treaties may provide for a lower rate subject to certain conditions.

Payments of interest by or on behalf of the Issuer on the Notes may be made without deduction of withholding tax for Notes held by Eligible Investors in an X-Account with the Securities Settlement System or with a Securities Settlement System Participant in the Securities Settlement System.

Eligible Investors are those persons 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 du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier* (Royal Decree of 26 May 1994 on the deduction and indemnification of withholding tax) which include, inter alios:

(a) Belgian resident corporations subject to Belgian corporate income tax within the meaning of Article 2, §1, 5°, b) of the Belgian Income Tax Code 1992 (***BITC 1992***);

(b) without prejudice to Article 262, 1° and 5° of the BITC 1992, institutions, associations and companies provided for in Article 2, paragraph 3 of the Belgian law of 9 July 1975 on the control of insurance companies (other than those referred to in (a) and (c));

(c) state regulated institutions for social security, or institutions assimilated therewith, provided for in Article 105, 2º of the Royal Decree of 27 August 1993 implementing BITC 1992;

(d) non-resident savers provided for in Article 105, 5º of the same Decree;

(e) investment funds provided for in Article 115 of the same Decree;

(f) companies, associations and other tax payers provided for in Article 227, 2º of the BITC 1992, that hold the Notes for the exercise of their professional activities in Belgium and which are subject to non-resident income tax in Belgium pursuant to Article 233 of the BITC 1992;

(g) the Belgian State with respect to its investments which are exempt from withholding tax in accordance with Article 265 of the BITC 1992;

(h) investment funds organized under foreign law which are an undivided estate managed by a management company on behalf of the participants, when their units are not publicly issued in Belgium and are not traded in Belgium; and

(i) Belgian resident companies, not provided for under (a), whose sole or principal activity consists in the granting of credits and loans.

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

Transfers of Notes between an X-Account and an N-Account in the Securities Settlement System give rise to certain adjustment payments on account of withholding tax. A transfer from an N-Account (to an X-Account or N-Account) gives rise to the payment by the transferring non-Eligible Investor to the NBB of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date. A transfer from an X-Account (or N-Account) to an N-Account gives rise to the refund by the NBB to the transferee non-Eligible Investor of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date. Transfers of Notes between two X-Accounts do not give rise to any adjustment on account of withholding tax.

Upon opening an X-Account with the Securities Settlement System or a Securities Settlement System Participant, an Eligible Investor is required to provide a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing certification requirements for Eligible Investors save that they need to inform the Securities Settlement System Participants of any change of the information contained in the statement of its eligible status. However, Securities Settlement System Participants are required to annually report to the Securities Settlement System as to the eligible status of each investor for whom they hold Notes in an X-Account during the preceding calendar year.

These reporting and identification requirements do not apply to notes held in central securities depositaries as defined in Article 2, §1, (1) of the Regulation N° 909/2014 of the European

Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directive 98/26/EC and 2014/65/EU and Regulation (EU) No. 236/2012, acting as participants to the Securities Settlement System and to their sub-participants outside of Belgium, provided that (i) these institutions or sub-participants only hold X-Accounts, (ii) they are able to identify the account holder, and (iii) that the contracts which were entered into by the participants and their sub-participants include the commitment that all their clients, holder of account, are Eligible Investors.

Hence, these reporting and certification requirements do not apply to Notes held by Eligible Investors through Euroclear Bank, Clearstream Banking Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France SA, Euronext Securities Porto, LuxCSD in their capacity as Securities Settlement System Participants, or their sub-participants outside of Belgium, provided that Euroclear Bank, Clearstream Banking Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France SA, Euronext Securities Porto, LuxCSD or their sub-participants only hold X-Accounts and are able to identify the accountholder. Moreover, the contracts concluded by Euroclear Bank, Clearstream Banking Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France SA, Euronext Securities Porto, LuxCSD should contain the commitment that all of their clients-accountholders qualify as Eligible Investors.

In the event of any changes made in the laws or regulations governing the exemption for 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 or its Securities Settlement System Participants, the Domiciliary Agent or any other person is required to make any withholding or deduction in respect of the payments on the Notes. If any such withholding or deduction is required by law, the Issuer may, at its option, redeem the Notes.

10.2.2 Belgian income tax – Belgian resident corporations

Interest on the Notes received by a Noteholder subject to Belgian corporate income tax (vennootschapsbelasting / impôt des sociétés) (i.e., a company having its registered seat, principal establishment or seat of management or administration in Belgium) is subject to corporation tax at the current rate of 25 per cent. Subject to certain conditions, a reduced corporate income tax rate of 20% applies for qualifying “small” companies (as defined by Article 1:24, §1 to §6 of the Belgian Code of Companies and Associations) on the first tranche of EUR 100,000 of taxable profits. (instead of i.e., the standard rate of 25 per cent. increased by the crisis contribution of 2 per cent. of the corporation tax due). Any capital gains realised on the Notes will be subject to the same corporation tax rate. Any capital loss on the Notes should as a rule be tax deductible.Belgian income tax – Belgian resident legal entities

Belgian resident entities subject to the legal entities tax (*rechtspersonenbelasting* / *impôt des personnes morales*) (*i.e.*, an entity other than a company subject to corporate income tax having its principal establishment or seat of management or administration in Belgium) receiving interest on the Notes will, subject to the exemptions mentioned above, be subject to the interest withholding tax at the rate of currently 30 per cent. In case of an exemption under the rules of the Securities Settlement System or otherwise, the resident legal entities will have to pay themselves the withholding tax to the Belgian tax authorities. The withholding tax will be the final tax. Any capital gains (over and above the *pro rata* interest included in a capital gain on the Notes) realised on the Notes will be exempt from the legal entities tax. Capital losses incurred will not be tax deductible.

10.2.3 Non-residents of Belgium

Noteholders who are not residents of Belgium for Belgian tax purposes and are not holding the Notes as part of a taxable business activity in Belgium will not incur or become liable for any Belgian tax on income or capital gains or other like taxes by reason only of the acquisition, ownership or disposal of the Notes provided that they hold their Notes in an X-Account.

10.3 Miscellaneous Taxes

The sale of the Notes on the secondary market executed in Belgium through a financial intermediary will trigger a tax on stock exchange transactions of 0.12% (due on each sale and acquisition separately) with a maximum of EUR 1,300 per party and per transaction. An exemption is available for non-residents and certain Belgian institutional investors acting for their own account provided that certain formalities are respected. Following the law of 25 December 2016 (*programmawet van 25 december 2016 / loi-programme du 25 décembre 2016*), the scope of application of the tax on stock exchange transactions has been extended as from 1 January 2017 in the sense that as from that date, transactions that are entered into or carried out by an intermediary that is not established in Belgium are considered to be entered into or carried out in Belgium if the order to execute the transaction is directly or indirectly given by either a natural person that has its habitual residence in Belgium or by a legal entity on behalf of its registered office or establishment in Belgium. In such a scenario, foreign intermediaries have the possibility to appoint a Belgian tax representative that is responsible for collecting the stock exchange tax due and for paying it to the Belgian treasury on behalf of clients that fall within one of the aforementioned categories (provided that these clients do not qualify as exempt persons for stock exchange tax purposes). If no such permanent representative is appointed, the relevant parties themselves are responsible for the filing of a stock exchange tax return and for the timely payment of the amount of stock exchange tax due.

10.4 **Annual tax on securities accounts**

Following the law of 17 February 2021, a new annual tax on securities accounts was introduced (***Annual Tax on Securities Accounts***). The Annual Tax on Securities Accounts is levied on securities accounts of which the average value during the reference period (i.e. for calendar year 2021 beginning on 26 February 2021 and ending on 30 September 2021 and thereafter the period of twelve consecutive months beginning on 1 October and ending, in principle, on 30 September of the next year), exceeds EUR 1,000,000. The Annual Tax on Securities Accounts is applicable to securities accounts that are held by resident individuals, companies and legal entities, irrespective as to whether these accounts are held with a financial intermediary in Belgium or abroad. The Annual Tax on Securities Accounts also applies to securities accounts held by non-resident individuals, companies and legal entities with a financial intermediary in Belgium. However, the Annual Tax on Securities Accounts is not levied on securities accounts held by specific types of regulated entities in the context of their own professional activity and for their own account.

The Annual Tax on Securities Accounts may also apply to securities accounts on which Notes are held if the average value during the reference period exceeds EUR 1,000,000.

The applicable tax rate is equal to the lowest amount of either 0.15% of the average value of the financial instruments held on the securities account or 10% of the difference between the average value of the financial instruments held on the account and EUR 1,000,000. The tax base is the sum of the values of the taxable financial instruments at the different reference points in time (i.e.

31 December, 31 March, 30 June and 30 September) divided by the number of those reference points in time.

The Annual Tax on Securities Accounts needs to be withheld, declared and paid by the Belgian intermediary. Intermediaries not incorporated or established in Belgium have the possibility, when managing a securities account subject to the tax, to appoint a responsible representative in Belgium approved by or on behalf of the Minister of Finance. The representative is jointly and severally liable vis-à-vis the Belgian State to declare and pay the tax and to fulfil all other obligations for intermediaries related to the Annual Tax on Securities Accounts, such as compliance with certain reporting obligations. In cases where no intermediary has withheld, declared and paid the Annual Tax on Securities Accounts, the holder of the securities account needs to declare and pay the tax himself, unless he can prove that the tax has already been withheld, declared and paid by either a Belgian intermediary or responsible representative of a foreign intermediary.

A retroactive anti-abuse provision applying as from 30 October 2020 was also introduced, targeting (i) the splitting of a securities account into multiple accounts held with the same financial intermediary and (ii) the conversion of taxable financial instruments into registered financial instruments. Furthermore, a general anti-abuse provision was introduced.

Prospective investors are strongly advised to seek their own professional advice in relation to the Annual Tax on Securities Accounts.

10.5 Common Reporting Standard

Following recent international developments, the exchange of information will be governed by the broader Common Reporting Standard (***CRS***).

On 31 January 2022, 115 jurisdictions had signed the multilateral competent authority agreement (***MCAA***), which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications. About 100 jurisdictions have committed to exchange information as from 2018.

Under CRS, financial institutions resident in a CRS country would be required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

On 9 December 2014, EU Member States adopted Directive 2014/107/EU on administrative cooperation in direct taxation (***DAC2***), which provides for mandatory automatic exchange of financial information between EU Member States as foreseen in CRS. DAC2 amends the previous Directive on administrative cooperation in direct taxation, Directive 2011/16/EU.

The Belgian government has implemented said Directive 2014/107/EU, respectively the CRS, per the law of 16 December 2015 regarding the exchange of information on financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes.

The Notes are subject to DAC2 and to the law of 16 December 2015. Under this Directive and law, Belgian financial institutions holding the 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. Investors who are in any doubt as to their position should consult their professional advisers.

10.6 FATCA (U.S. Foreign Account Tax Compliance Act)

Under sections 1471-1474 of the United States Internal Revenue Code of 1986 enacted by the United States as part of the HIRE Act in March 2010 (commonly referred to as Foreign Account Tax Compliance Act (***FATCA***)), payments may be subject to withholding if the payment is either US source, or a foreign pass thru payment. Belgium has concluded an intergovernmental agreement with the United States of America to Improve International Tax Compliance and to Implement FATCA, a so-called IGA. Under this agreement, parties are committed to work together, along with other jurisdictions that have concluded an IGA, to develop a practical and effective alternative approach to achieve the FATCA objectives of foreign pass thru payment and gross proceeds withholding that minimises burden. The Issuer is established and resident in Belgium and therefore benefits from this IGA.

If an amount in respect of FATCA withholding tax were to be deducted or withheld from any payments on the Notes, neither the Issuer nor any paying agent would be required to pay any additional amounts as a result of the deduction or withholding of such tax. As a result, investors who are non-US financial institutions (***FFI***) that have not entered into an FFI agreement (or otherwise established an exemption from withholding under FATCA), investors that hold Notes through such FFIs or investors that are not FFIs but have failed to provide required information or waivers to an FFI may be subject to withholding tax for which no additional amount will be paid by the Issuer. Noteholders should consult their own tax advisers on how these rules may apply to payments they receive under the Securities.

SECTION 11

SME RECEIVABLES PURCHASE AGREEMENT

11.1 Sale – Purchase Price

On the Closing Date, the SME Receivables relating to the Initial Portfolio of SME Loans will be sold to the Issuer pursuant to the terms of the SRPA and title thereto shall be deemed to have passed from the Seller to the Issuer as from the Closing Date.

Further, the Issuer may on each Monthly Sweep Date following the Closing Date until the Last Replenishment Date (this day included) purchase New SME Receivables to the extent offered to it. See *Section 11.1(b)* below;

The purchase price of the SME Receivables (including the related Loan Security) shall consist of the Initial Purchase Price of the Receivables plus the Deferred Purchase Price.

The initial purchase price for the SME Receivables in respect of an SME Loan (the ***Initial Purchase Price***) shall be equal to the Current Balance of such SME Loan on the relevant Cut-Off Date.

The Initial Purchase Price of the SME Receivables relating to the Initial Portfolio of SME Loans shall be payable by the Issuer to the Seller on Closing Date (or, in case of New SME Receivables, on the relevant SME Purchase Date).

An entitlement to a deferred purchase price (the ***Deferred Purchase Price***) shall be payable by the Issuer to the Seller in respect of the SME Receivables pursuant to the SRPA on each Quarterly Payment Date as set out below.

The ***Cut-Off Date*** in respect of an SME Loan, means:

(a) in relation to the SME Loans included in the Initial Portfolio:

  (i) for the Business Loans, 29 July 2022;

  (ii) for the Investment Credits, 29 July 2022;

  (iii) for the Roll Over Term Loans, 29 July 2022; and

(b) in relation to SME Loans not included in the Initial Portfolio, the last Business Day of the month prior to the calendar month in which the SME Purchase Date on which the relevant New SME Receivables are assigned to the Issuer falls.

The current balance in respect of any SME Loan (including fully performing SME Loans and SME Loans in arrears) at any particular date shall be:

(a) (i) the outstanding principal amount in respect of such SME Loan as of the relevant Cut-Off Date *less* (ii) any amount applied to reduce any outstanding principal amount since the relevant Cut-Off Date; and

(b) in respect of any SME Loan that qualifies as a Roll Over Term Loan, the aggregate outstanding principal amount of all advances granted under such Roll Over Term Loan (each as most recently granted or extended in accordance with the roll-over mechanics provided for in the Loan Documents),

(the ***Current Balance***) (for the avoidance of doubt, in case of a Foreclosed Loan in respect of which the Servicer has decided to suspend and abandon any further enforcement action, Recoveries are not taken into account in order to determine the Current Balance).

Current Portfolio Amount at any particular date shall be the aggregate of the Current Balances of all SME Loans outstanding on such date (including, for the avoidance of doubt, the SME Loans in relation to which New SME Receivables are to be purchased on such date).

The amount of Deferred Purchase Price payable on any Quarterly Payment Date shall be equal to the Interest Available Amount available after satisfaction of all liabilities ranking higher in the Interest Priority of Payments (see *Condition 2*) and will be calculated in accordance with the terms of the SRPA. No interest shall be payable by the Issuer in respect of the Deferred Purchase Price.

The sale of the SME Receivables in respect of an SME Loan shall include, and the Issuer shall be fully entitled to, all ancillary items (*bijhorigheden/accessoires*) in respect of such SME Loan and in particular, but not limited to:

(a) all right and title of the Seller in and under the SME Loan 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 SME Loan or the unpaid part thereof and the interest to become due thereon;

  (ii) the benefit of and the right to sue on all covenants with the Seller in respect of the SME Loan and the right to exercise all powers of the Seller in relation to the SME Loan;

  (iii) the right to demand, sue for, recover, receive and give receipts for all prepayment indemnities (*wederbeleggingsvergoeding/indemnité de remploi*) or fees to the extent they relate to the SME Loan; and

  (iv) the right to exercise all express and implied rights and discretions of the Seller in, under or to the SME Loan 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 SME Loans);

(b) all right and title of the Seller to the Loan Security;

(c) all rights and title of the Seller to Additional Security;

(d) 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;

(e) all causes and rights of action against any notary public in connection with the execution of the SME Loan, the researches, opinions, certificates or confirmations in relation to the SME Loan or Loan Security or otherwise affecting the decision of the Seller to offer to make or to accept the SME Loan;

(f) all causes and rights of action against any valuer/appraiser in connection with the investigation and appraisal of any mortgaged asset or otherwise encumbered asset, any researches, opinions, certificates or confirmations in relation to the SME Loan or Loan

Security or otherwise affecting the decision of the Seller to offer to make or to accept the SME Loan or Loan Security relating thereto;

(g) 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; and

(h) in respect of any SME Loan that qualifies as a Roll Over Term Loan, all rights and title in respect of all advances granted under such Roll Over Term Loan (as such advances may be extended (rolled-over) from time to time in accordance with the roll-over mechanics provided for in the Loan Documents).

11.2 True Sale

(a) For the avoidance of doubt, the transfer of SME Receivables pursuant to the SME Purchase Agreement shall:

(i) constitute a true sale of such SME Receivables, and not a security arrangement for any obligations of the Seller (as assignment by way of security or otherwise);

(ii) be made on a non-recourse basis against the Seller, except in the limited circumstances set out in clause 12 (*Repurchase*) of the Purchase Agreement.

(b) Notwithstanding any other provision of the SME Receivables Purchase Agreement, the Issuer shall, as from the relevant Purchase Date, have full title to and interest in the SME Receivables and, shall be free to further dispose of the SME Receivables and shall be fully entitled to receive and retain for its own account any collections in respect of the SME Receivables (but, in each case, without prejudice to the undertakings of the Issuer vis-à-vis any Transaction Party other than the Seller in any other Transaction Document).

11.3 Material Net Economic Interest

The Seller undertakes, as the originator of the securitisation within the meaning of article 2(3) of the Securitisation Regulation and, for the purposes of Risk Retention Rules , that following the issuance of the Notes on the Closing Date, as of the Closing Date it will subscribe for, and thereafter it shall retain, on an ongoing basis, a material net economic interest of not less than 5 per cent. of the nominal value of each of the Classes of Notes sold or transferred to investors under the Transaction (the ***Retained Notes***) in accordance with (i) article 6(3)(a) of the EU Securitisation Regulation for as long as the Notes have not been redeemed in full.

11.4 Representations, Warranties and Eligibility Criteria

11.4.1 Seller's Representations and Warranties

The Seller will represent and warrant on the Closing Date and on each relevant SME Purchase Date that, *inter alia*:

(a) the Seller is a corporation duly organised and validly existing under the laws of Belgium with full power and authority to execute, deliver, and perform all of its obligations under the SRPA and the relevant Deed of Sale and Assignment and such execution and delivery does not violate any applicable laws;

(b) the Seller has obtained all necessary corporate authority and taken all necessary action (including, but not limited to all necessary consents, licenses and approvals), for the Seller to sign the SRPA and the relevant Deed of Sale and Assignment and to perform the transactions contemplated herein;

(c) the Seller is duly licensed as a credit institution by the National Bank of Belgium under the Credit Institutions Supervision Act;

(d) the Seller:

(i) is not in a situation of cessation of payments within the meaning of Belgian insolvency laws;

(ii) has not resolved to enter into liquidation (*vereffening / liquidation*);

(iii) has not filed for bankruptcy or for a moratorium (*uitstel van betaling / sursis de paiement*);

(iv) is not subject to emergency regulations (*saneringsmaatregel / mesure d'assainissement*) or any extraordinary redress measures as set out in article 236 of the Credit Institutions Supervision Act;

(v) is not subject to any winding-up procedures (*liquidatieprocedures/procédures de liquidation*);

(vi) has not been adjudicated bankrupt or annulled as legal entity;

(vii) the Seller has not taken any corporate action nor is any corporate action pending in relation to any of the matters specified in this paragraph (d);

(viii) is not subject to any administrative or judicial proceedings that could reasonably be expected to have a material adverse impact on its business or financial conditions, or otherwise insolvent;

(e) the SRPA and the relevant Deed of Sale and Assignment constitute the Seller's valid and binding obligations enforceable in accordance with its terms;

(f) no Notification Event relating to the Seller has occurred or will occur as a result of the entering into or performance of the SRPA and the relevant Deed of Sale and Assignment;

(g) Professional experience: in compliance with article 20(10) of the Securitisation Regulation, the Seller's business has included the origination of enterprise loan receivables of a similar nature to the purchased SME Receivables for at least (5) years prior;

(h) the assessment of the Borrower's creditworthiness is done in accordance with the Seller's underwriting criteria and meets the requirements set out in paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or of Article 8 of Directive 2008/48/EC or, where applicable, equivalent requirements in third countries;

(i) No active portfolio management of the Purchased Receivables: pursuant to the Transaction Documents, the Seller and the Issuer will not engage in any active portfolio management of the purchased SME Receivables on a discretionary basis within the

meaning of article 20(7) of the Securitisation Regulation and accordingly the Issuer shall in any case be free to accept or refuse any repurchase request from the Seller; and

(j) The information relating to

(i) the Initial Portfolio listed in Schedule 6 to the SRPA;

(ii) the procedures, policies and practices from time to time applied by the Seller with regard to the origination, credit collection and administration and underwriting criteria of its SME Loans; and

(iii) any additional note on credit repayment capacity, certified by the Seller to be a true, accurate and up-to-date statement of the Seller's credit policies ((2) and (3) together being the ***Credit Policies***),

provided by the Seller to the Issuer, the Security Agent, the Rating Agencies and the Investors or otherwise are complete, true and accurate in all material respects as of the relevant Cut-Off Dates.

11.4.2 Eligibility Criteria

The Seller will represent and warrant on the Closing Date with respect to each SME Loan included in the Initial Portfolio and the related SME Receivables, the related Loan Security and the Additional Security, as the case may be, and on the relevant SME Purchase Date with respect to each SME Loan relating to New SME Receivables, the related Loan Security and the Additional Security, as the case may be, that as at the relevant Cut-off Date (together the ***Eligibility Criteria***), *inter alia*:

(a) Valid existence

(i) Each SME Loan, SME Receivable, Loan Security and Additional Security exists and is valid and binding obligations of the relevant Borrower(s), or as the case may be, the relevant third party provider of the Related Security, and is enforceable in accordance with the terms of the relevant Loan Documents, provided, however, that the Seller has made no investigations as to the existence of the insurance policies after the date of origination of each SME Loan. In respect of an SME Loan secured by a Business Pledge, such Business Pledge is registered into the new National Pledge Register;

(ii) each SME Loan has been granted with respect to investments related to the enterprise of the borrower of the SME Loan (the ***Borrower***);

(iii) each SME Loan was granted by the Originator, as a loan with respect to investments related to the enterprise of the Borrower in accordance with the then prevailing credit policies of the Originator;

(iv) the SME Loans are either Business Loans, Investment Credits or Roll Over Term Loans;

Investment Credit means a tailor-made term loan with a standardised amortisation plan granted by the Originator to a small or medium sized enterprise or a mid-corporate enterprise as an advance under a Credit Facility or as an isolated term loan, subject to a fixed or variable interest rate, which is usually collateralized;

Business Loan means a standardized term loan granted by the Originator to a small or medium sized enterprise as an advance under a Credit Facility, subject to one single withdrawal and a fixed interest rate for the full term of the SME Loan;

Roll Over Term Loan means a tailor-made term loan with a tailor made amortisation plan granted by the Originator to a small or medium sized enterprise and corporate enterprises and which can be used by the Borrower in the form of one or more short term advances that can be drawn and extended by way of a roll-over during a fixed drawing period (*opname periode/période de prélèvement*); upon the expiration of the drawing period, the advances outstanding at such time can be further extended by way of roll-overs for the remainder of the term of the contract or in accordance with an agreed amortisation plan, but no new advance can be drawn after the expiration of the drawing period.

(v) Each SME Loan is categorised by the Seller as "mid-size corporates (retail)", "small and medium enterprises" or "small business finance" or, in each case, any similar categorisation by ING the Seller time to time;

(b) Governing Legislation

(i) Each SME Loan and related Loan Security is governed by Belgian law and no SME Loan or relating Loan Security expressly provides for the jurisdiction of any court or arbitral tribunal other than Belgian courts or tribunals;

(ii) Each SME Loan complies in general with the common rules of law (*regels van gemeen recht / règles de droit commun*);

(iii) the SME Loans are not subject to consumer protection legislation and in particular (i) Chapter 1 of Book VII, Title 4 of the Economic Law Code and (ii) the Chapter 2 of Book VII, Title 4 of the Economic Law Code;

(iv) no SME Loan is granted to an employee of the Seller or a group entity of the Seller;

(v) each SME Loan is granted to a Borrower which is resident of Belgium;

(vi) no SME Loan is granted under the scope of a wider framework agreement with the Borrower or a third party (other than a Credit Facility);

(vii) no ristorno loans are in the portfolio.

(c) Free from third party rights

(i) each SME Loan has been granted by the Seller (or, if applicable, its predecessor) for its own account;

(ii) the Seller has exclusive, good, and marketable title to each SME Loan and the other rights, interests and entitlements sold pursuant to the SRPA;

(iii) immediately before and upon the entry into effect of the sale pursuant to the SRPA, the Seller has the absolute property right over each SME Loan and the other rights, interests and entitlements sold pursuant to the SRPA, in each case, free from all 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 including,

but without limitation, any attachment (*derdenbeslag/saisie-arrêt*) or any business pledge (*pand op de handelszaak/gage sur fonds de commerce)*;

(iv) immediately before and upon the entry into effect of the sale pursuant to the SRPA and the pledging pursuant to the Pledge Agreement, the Seller has not assigned, transferred, pledged, disposed of, dealt with, otherwise created, allowed to arise, or subsist, any security interest (or other adverse right, or interest, in respect of the Seller's right, title, interest and benefit) in or to, any SME Loan, Loan Security, Additional Security, the rights relating thereto or with respect to any property and asset, right, title, interest or benefit sold or assigned pursuant to the SRPA or pledged pursuant to the Pledge Agreement, in any way whatsoever other than pursuant to the SRPA or the Pledge Agreement;

(v) the Seller has not given any instructions to any Borrower or any third party provider of Loan Security or Additional Security to make any payments in relation to any SME Loan to any of the Seller's creditors;

(vi) the Seller has not done anything that would render any Loan Security or Additional Security ineffective, or omitted to do anything necessary to render or keep them effective.

(vii) each SME Loan can be easily segregated and identified by the Seller for ownership and collateral security purposes;

(viii) no SME Loan or Shared Security Interest has previously been included in another securitisation transaction (except for the Belgian Lion SME I Securitisation, the Belgian Lion SME II or the Belgian Lion SME III Securitisation).

(d) No set-off or other defence

(i) None of the SME Loans and Related Security is subject to any reduction resulting from any valid and enforceable *exceptie / exception* or *verweermiddel / moyen de défense* (including *schuldvergelijking / compensation*) available to the relevant Borrower or third party provider of Loan Security and arising from any act, event, circumstance or omission on the part of or attributable to the Seller which occurred prior to the execution of the SRPA (except any *exceptie / exception* or *verweermiddel / moyen de défense* based on the provisions of Article 1244, alinea 2 of the Belgian Civil Code or the provisions of Belgian insolvency laws);

(ii) no pledge, lien or counterclaim (except for commercial discounts, as applicable) or other security interest has been created, or arisen, or now exists, between the Seller and any Borrower which would entitle such Borrower to reduce the amount of any payment otherwise due under its SME Loan;

(iii) the Standard SME Loan Documentation does not contain provisions which expressly give a Borrower the right to set-off.

(e) No limited recourse

The Seller has not entered into any agreement, which would have the effect of limiting the Seller's rights to any assets of the Borrower in respect of any SME Loan payment.

(f) No abstraction

The Seller has not issued or subscribed any bills of exchange or promissory notes in connection with any amounts owing under any SME Loan and none of the SME Loans is incorporated in a negotiable instrument (*grosse aan order* / *grosse à ordre*).

(g) No waiver

The Seller has not knowingly waived or acquiesced in any breach of any of the Seller's rights under or in relation to an SME Loan, any Loan Security or any Additional Security.

(h) Performing SME Loan

(i) no event has occurred that has not been cured prior to the Cut-Off Date that would entitle the Seller to accelerate the repayment of any SME Loan;

(ii) on the relevant Cut-Off Date, no payment of principal and/or interest on the SME Loan is in arrears for more than one (1) day after the due date for such payment;

(iii) none of the SME Receivables purported to be assigned to the Issuer under the SME Loan were, as at the relevant Cut-off Date and on the date of assignment to the Issuer, subject to payment holidays, forbearance or debt restructuring;

(iv) none of the SME Receivables are exposures to Borrowers who have undergone a debt-restructuring process with regard to non-performing exposures within three years prior to the relevant Cut-Off Date;

(v) the SME Loan is not a Defaulted Loan;

(vi) the SME Loan is not classified as doubtful or classified to the similar effect under the relevant accounting principles;

(i) Litigation

The Seller has not received written notice of any litigation or claim that challenges or potentially challenges the Seller's title to any SME Loan, SME Receivable, Loan Security or Additional Security or which would have a material adverse effect on its ability to perform its obligations under the SRPA.

(j) Insolvency

On the relevant Cut-Off Date, the Seller has not received notice or is not otherwise aware, that any Borrower:

(i) is bankrupt;

(ii) is in a situation of cessation of payments;

(iii) has entered into, or has filed for, or become subject to, a rescheduling of repayments (*betalingsfaciliteiten / facilités de paiement*), temporary measures (*voorlopige maatregelen/ mesures provisoires*), a company mediator (*ondernemingsbemiddelaar/médiateur d'intreprises*), a judicial reorganisation (*gerechtelijk reorganisatie/ réorganisation judiciaire*), a moratorium (*uitstel van betaling / sursis de paiement*) or a collective reorganisation of its debts (*collectieve*

schuldenregeling / règlement collectif) pursuant to the Articles 1675/2 to and including 1675/19 of the Belgian judicial code (*gerechtelijk wetboek/code judiciaire*);

(iv) has otherwise become insolvent; or

(v) has any reason to believe that such Borrower is about to enter into, or to file for, any of the procedures specified in this paragraph (j).

(k) No Withholding Tax

(i) The Seller is not required to make any withholding or deduction for, or on account of, tax in respect of any payment in respect of the SME Loans;

(ii) no withholding or deduction for, or on account of, tax in respect of any payment under an SME Loan is required to be made by any Borrower.

(l) Assignability of the SME Receivables

(i) Each SME Receivable in respect of each SME Loan, secured by the Loan Security and Additional Security, may be validly assigned to the Issuer and pledged by the Issuer in accordance with the Pledge Agreement;

(ii) each SME Receivable in respect of each SME Loan, secured by the related Loan Security and Additional Security, is legally entitled to be transferred by way of sale, and the transfer by way of sale is not subject to any contractual or legal restriction;

(iii) the sale of each SME Receivable in respect of each SME Loan in the manner contemplated in the SRPA will not be recharacterised as any other type of transaction other than a sale;

(iv) the sale of each SME Receivable in respect of each SME Loan will be effective to pass to the Issuer full and unencumbered title and benefit, and no further act, condition or thing will be required to be done in connection with the SME Receivable to enable the Issuer to require payment of each SME Receivable, or the enforcement of each SME Receivable, in any court other than the giving of notice to the Borrower of the sale of such SME Receivable by it to the Issuer;

(v) upon the sale of any SME Receivable in respect of each SME Loan, such SME Receivable will no longer be available to the creditors of the Seller on its liquidation;

(vi) to the extent, in respect of an SME Loan, the Seller has entered into any agreement which would have the effect of subordinating the Seller's right of payment under such SME Loan to any other indebtedness or other obligations of the Borrower, such agreement will not include any contractual provision limiting the rights of the Seller to assign the SME Receivables.

(m) Related Security

The Seller has not received notice of any material breach of the terms of any Related Security.

(n) The Seller's compliance with laws

The Seller has complied in all material respects with all relevant banking, consumer protection, privacy, money laundering and other laws in relation to the origination, the servicing and the assignment of any SME Loan and the related SME Receivables.

(o) Servicing

(i) No other person has been granted or conveyed the right to service any SME Loan and/or to receive any consideration in connection with it, unless agreed otherwise between the parties to the SRPA;

(ii) all payments on each SME Loan are settled by way of direct debit.

(p) Selection Process

The Seller has not taken any action in selecting any SME Loan which, to the Seller's knowledge, would result in delinquencies or losses on such SME Loan being materially in excess of the average delinquencies or losses on the Seller's total portfolio of loans of the same type.

(q) Origination and Standard Loan Documentation

(i) in compliance with article 20(10) of the EU Securitisation Regulation, each SME Loan has been originated by the Seller (including, for the avoidance of doubt, any legal predecessor) directly in the ordinary course of the Seller's business in accordance with the Seller's Credit Policies (or the lending criteria of the relevant originator) prevailing at that time and which are not less stringent than those applied by the Seller at the time of origination to similar SME loans that are not securitised.

(ii) prior to making each SME 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 such a lender to decline to proceed with the initial loan on the proposed terms was disclosed;

(iii) each SME Loan has been granted and each of the Loan Security has been created, subject to the general terms and conditions and materially in the forms of the Standard SME Loan Documentation (so far as applicable) and any amendment to the terms of the SME Loans has been made substantially in accordance with the Credit Policies or the then prevailing credit policies of the Seller or the original lender;

(iv) each SME Loan has been originated after 2007;

(r) Proper Accounts and Records

Each SME Loan and the related Loan Security is properly documented in the Contract Records relating to such SME Loan. The relevant transactions, payments, receipts, proceedings and notices relating to such SME Loan and such Contract Records are properly recorded in the Contract Records and in the possession of the Seller or held to its order.

(s) Data Protection and privacy laws

The Seller and the databases it maintains, in particular with regard to the SME Loans and the Borrowers, fully comply with the data protection and privacy laws and regulations.

(t) Missing data

As for any SME Loan where the Seller confirms that no actual or complete data are available, the characteristics of those SME Loans are substantially the same as the ones under the Credit Policies.

(u) Financial Criteria

(i) each SME Loan provides for a fixed final maturity and an amortisation schedule for the repayment of principal according to any of the following repayment profiles:

(A) repayment of fixed, equal amounts of principal at regular intervals until maturity (***Linear Repayments***);

(B) repayment of all principal outstanding on a fixed final maturity (***Bullet Repayment***);

(C) repayment of fixed, equal amounts of principal at regular intervals combined with the repayment of all remaining outstanding principal at maturity (***Balloon Repayment***);

(D) the repayment of fixed amounts of principal at regular intervals, which amounts are determined in such manner that the sum of principal and interest payments are equal, until maturity (***Annuity Repayment***); or

(E) repayment of fixed, irregular amounts of principal combined with the repayment of all remaining outstanding principal at maturity (***Other Repayments***).

(ii) each SME Loan is denominated exclusively in Euro;

(iii) the SME Loan does not have a Borrower which has an ING Risk Rating of 17-22 measured at the applicable rating model at initiation of the transaction; the one-year default probability attributed to each Borrower did not exceed 11.6740 per cent. which corresponds with an ING Risk Rating of 16;

(iv) the ING Internal Risk Rating attributed by the Seller to the Borrower of the SME Loan does not exceed 16;

(v) the SME Loan is subject to a SME rating model or any future replacing model rating the similar underlying assets within ING;

(vi) the industry code of the SME Loan is not “Sovereign Entities” or “Private Obligors”;

(vii) the SME Loan may not be subject to zero or negative interest rates;

(viii) each SME Loan has already given rise to at least one (1) payment by the Borrower under the SME Loan before the relevant SME Purchase Date, in accordance with article 20(12) of the Securitisation Regulation;

(ix) the maturity of the SME Loan cannot be extended beyond 2053;

(v) Specific SME Loan information

The items of information provided to the Rating Agencies in respect of the SME Loans and the Related Security, as specifically identified in the SRPA, are true and accurate in all material respects.

(w) Disbursement of SME Loans

(i) The proceeds of each SME Loan, other than a Roll Over Term Loan, have been fully released.

(ii) The drawing period for new advances (*opnameperiode/période de prélèvement*) under each Roll-Over Term Loan has expired (for the avoidance of doubt, outstanding advances can still be extended through a roll-over mechanic).

(x) None of the Borrowers is a credit institution or investment firm as defined in Article 4 of CRR.

(y) Compliance with articles 20(8), 20(9) and 21(2) of the EU Securitisation Regulation

For the purpose of compliance with articles 20(8), 20(9) and 21(2) of the Securitisation Regulation, the SME Receivables are homogeneous in terms of asset type (taking into account the cash flows and the contractual, credit risk and prepayment characteristics of the SME Receivables) and have defined periodic payment streams, the SME Loan is not a transferable security as defined in article 4(1), point (44) of MiFID II, nor a securitisation position within the meaning of article 20 paragraphs 8 and 9 of the EU Securitisation Regulation nor a derivative. For the purpose of compliance with the requirements stemming from article 21(2) of the EU Securitisation Regulation, no derivative contracts are entered into by the Issuer and the underlying exposures to be sold and assigned to the Issuer shall not include derivatives. The interest rate risk is appropriately mitigated and measures taken to that effect are disclosed. Furthermore, there is no currency risk as the Notes and the SME Receivables are both denominated in euro.

11.5 Repurchases and Permitted Variations of SME Loans

11.5.1 Breach of Representations and Warranties

If at any time after the Closing Date or, in relation to New SME Loans, the relevant SME Purchase Date:

(a) any of the representations, warranties and Eligibility Criteria relating to the SME Loans (or the related SME Receivables), as set out in the SRPA proves to be untrue, incorrect or incomplete; and

(b) the Seller has not remedied this within five (5) Business Days after being notified thereof in writing by the Issuer or it has become clear that the matter cannot be remedied within the said period of five (5) Business Days;

then, the Seller shall:

(a) indemnify the Issuer for all damages, costs, expenses and losses; and

(b) repurchase the relevant SME Receivables and Loan Security at a price equal to the aggregate of the then Current Balance of the relevant SME Loan(s) plus accrued interest thereon and reasonable *pro rata* costs up to (but excluding) the date of completion of the repurchase.

The indemnification or completion of any repurchase and re-assignment as referred to herein shall be completed on or before the Quarterly Payment Date immediately following expiry of the five (5) Business Day period referred to herein.

11.5.2 Variations

(a) The Servicer will be obliged to administer the SME Loans at the same level of skill, care and diligence as loans granted to small and medium sized enterprises in its own or, as the case may be, the Seller's portfolio and will not agree to any variations to the SME Loans it would not agree to in respect of its own or, as the case may be, the Seller's portfolio.

(b) Notwithstanding the general principle set out under clause (a) above, the Servicer may not consent to any variation of an SME Loan which would result in (i) a prolongation of the tenor of the SME Loan or (ii) a variation of the interest rate of the SME Loan, or (iii) a temporary suspension of repayment of principal on the SME Loan, unless in accordance with clause (c) below. In such case, the Borrower's sole option will be to effect a Prepayment of the relevant SME Loan and to seek to obtain a new loan on different terms. For the avoidance of doubt, it has been agreed that no Term Loan may be transformed into a Roll Over Term Loan.

(c) If at any time after the Closing Date or the relevant SME Purchase Date, the Borrower proposes to the Servicer an amicable settlement relating to an SME Loan that is in arrears resulting in (i) a prolongation of the tenor of the relevant SME Loan or (ii) a temporary suspension of repayment of principal on the SME Loan, the Servicer may consent on behalf of the Issuer to such proposed settlement if and to the extent the Servicer takes full account of the chances for recoveries relating to such SME Loan and, in case of a prolongation of the tenor of the relevant SME Loan, the maturity date of the relevant SME Loan is not set later than four years prior to the Final Maturity Date of the Notes. For the avoidance of doubt, it has been agreed that an amicable settlement proposed by the Servicer will never be a permitted variation.

11.5.3 Option to repurchase in case of Regulatory Change

The Seller has the option to repurchase the Portfolio from the Issuer upon the occurrence of a Regulatory Change in which case, the Issuer shall be obliged to sell and assign the SME Receivables related to the SME Loans to the Seller, or any third party appointed by the Seller in their sole discretion. See detailed provisions in Condition 5.7 (Redemption in case of Regulatory Change) .

11.5.4 Option to repurchase in case of data issues

Furthermore, the Seller may, but is not obliged, request the repurchase and assignment of the SME Receivables under an SME Loan if (i) the Seller cannot, for whatever reason, complete all data fields in the reporting format in relation to such SME Receivables or (ii) if due to such SME Receivables, the Seller cannot comply with the highest reporting standards as imposed by the ECB and/or ESMA from time to time. The purchase price payable by the Seller will be equal to the

aggregate of the then Current Balance of the relevant SME Loan plus accrued interest thereon and reasonable *pro rata* costs up to (but excluding) the date of completion of the repurchase.

11.5.5 Notification Events

The sale of the SME Receivables under the SRPA and pledge of the SME Receivables under the Pledge Agreement will be notified to any relevant Borrowers and any other relevant parties (and instructions to make future payments directly into an account of the Issuer will be given) by the Issuer (acting on the instructions of the Security Agent) pursuant to the terms and conditions set out in the SRPA and the Pledge Agreement.

Each of the following events is a ***Notification Event*** under the SRPA:

(a) a default is made by the Seller in the payment on the due date of any amount due and payable by it under the SRPA or under any Transaction Document to which it is a party and such failure is not remedied within fifteen (15) Business Days after notice thereof has been given by the Issuer or the Security Agent to such Seller;

(b) the Seller fails duly to perform or comply with any of its obligations under the SRPA or under any other Transaction Document to which it is a party and such failure, if capable of being remedied, is not remedied within fifteen (15) Business Days after the Seller having knowledge of such failure or notice thereof has been given by the Issuer or the Security Agent to the Seller;

(c) any representation, warranty or statement made or deemed to be made by the Seller in the SRPA, other than the representations and warranties made in respect of the SME Loans (in respect which the Seller consequently repurchases the SME Receivables), or under any of the other Transaction Documents to which it is or will be a party or if any notice or other document, certificate or statement delivered by it pursuant hereto proves to have been, and continues to be after the expiration of any applicable grace period provided for in any Transaction Document, 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;

(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 or which have previously been approved by the Security Agent in writing or by an Extraordinary Resolution or Noteholders;

(e) the Seller, otherwise than for the purpose of such an amalgamation or reconstruction as referred to in paragraph (d) above, ceases or, through an official action of the board or 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;

(f) any steps have been taken or legal proceedings have been instituted or threatened by the Seller for bankruptcy (*faillissement* / *faillite*), stay of payment (*uitstel van betaling* / *sursis de paiement*) or for any analogous insolvency proceedings under any applicable law, or an administrator, receiver or like officer (including a *voorlopig bewindvoerder* / *administrateur provisoire* (ad hoc administrator)) has been appointed in respect of the Seller or any of its assets,

(g) the Seller has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its entering into (or becomes subject to) reorganisation measures (*saneringsmaatregel/mesure d'assainissement*) as referred to in article 3, 56° of the Credit Institutions Supervision Act, as amended from time to time, or winding-up procedures (*liquidatieprocedures/procédures de liquidation*) within the meaning of Article 3, 59° of the Credit Institutions Supervision Law or for any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets;

(h) at any time it becomes unlawful for the Seller to perform all or a material part of its obligations hereunder or under any Transaction Document to which it is a party;

(i) any action is taken by any authority, court or tribunal, which results or may result in the revocation of the license of the Seller to act as a credit institution within the meaning of the Credit Institutions Supervision Act;

(j) the credit rating of the Seller's long term IDR ceases to be at least as high as BBB- by Fitch or Baa3 by Moody's or such rating is withdrawn;

(k) a Pledge Notification Event occurs;

(l) a servicing termination event (as defined in the Servicing Agreement) has occurred;

(m) the Issuer is so required by an order of any court or supervisory authority;

(n) an attachment or similar claim in respect of any SME Loan is received, in which case notice shall be given only to the Borrower of the SME Loan concerned;

(o) whether as a reason of a change in law (or case law) or for any other reason and to the extent notified thereof by the Servicer, the Security Agent reasonably considers it necessary to protect the interests of the Secured Parties in the SME Loans, the Loan Security or the Additional Security to do so, and serves notice on the Seller to such effect (setting out its reasons therefore);

(p) not giving notice to the Borrowers will cause the then current rating of the Class A Notes to be adversely affected; or

(q) the Seller fails to deliver a solvency certificate on any Quarterly Payment Date and such failure is not remedied within 5 Business Days after becoming aware thereof or notice thereof has been given by the Issuer or the Security Agent to the Seller.

Each of the following is a Pledge Notification Event under the Pledge Agreement:

(a) the occurrence of a Notification Event other than as referred to under 11.5.4 (n); or

(b) the service of an Enforcement Notice by the Security Agent.

11.6 Shared Security Interests

Where SME Loans have been originated using a Credit Facility and/or are secured by an All Sums Security Interest, the Seller shall, following the sale and purchase of the relevant SME Loans continue to have rights under the relevant Credit Facilities and/or to the All Sums Security Interest (see above *Risk Factors– Shared Security Interests*).

Under the SRPA, the Issuer and the Seller have agreed that all loans or other debts which are secured by a Shared Security Interest securing an SME Loan, are subordinated to the SME Loan in relation to all sums received out of the enforcement of the Shared Security Interest.

11.7 The purchase of New SME Receivables

The SRPA provides that on any Monthly Sweep Date following the Closing Date up to (and including) the Last Replenishment Date, the Issuer shall use the Replenishment Available Amount, subject to (i) no Stop Replenishment Event having occurred and (ii) the satisfaction of the Replenishment Conditions, to purchase New Receivables Loans (a ***Replenishment***) from the Seller, if and to the extent offered by the Seller (each such day on which New SME Receivables are purchased, being an ***SME Purchase Date***). For the avoidance of doubt, the Seller is not obliged to make such an offer.

The (part of) Initial Purchase Price payable by the Issuer as consideration for any New SME Receivables on the relevant SME Purchase Date shall be equal to the aggregate outstanding principal amounts of the related SME Loan(s) on the relevant Cut-Off Date.

The Issuer and the Seller have furthermore specifically agreed that the Issuer shall at all times have the right to net any amount it would have to pay in respect of any such New SME Receivables against any amount it would be entitled to as Collections from the Seller.

For the purposes hereof, the following terms shall have the following meanings:

Replenishment Available Amount means: in respect of any Monthly Sweep Date, the sum of the amounts referred under items (i) to (vii) (inclusive) of the definition of Principal Available Amount in Condition 2.5(a) (inclusive) as calculated on the most recent Quarterly Calculation Date, *minus*, (A) the amount under item (ix) of the definition of Principal Available Amount in Condition 2.5(a), as calculated on the most recent Quarterly Calculation Date and (B) for the avoidance of doubt (i) part of such sum (if any) already applied by the Issuer to the purchase of SME Receivables in respect of New SME Loans since such most recent Quarterly Calculation Date and (ii) part of such sum (if any) applied by the Issuer on the most recent Quarterly Payment Date in accordance with the Conditions (including Condition 2.5(b)).

Replenishment Conditions means that on the relevant SME Purchase Date:

(a) the Seller will repeat the representations and warranties relating to the SME Loans and itself as set out in the SRPA with respect to the New SME Receivables and related SME Loans (with certain exceptions to reflect that the New SME Receivables are sold and the related SME Loans may have been originated or granted after the Closing Date);

(b) the Seller will represent and warrant to the Issuer and the Security Agent that the New SME Loans added to the Portfolio will be of a loan type described in *Section 11.4.2* and meet the Eligibility Criteria as applied to the relevant SME Purchase Date;

(c) the Seller will represent and warrant to the Issuer and the Security Agent that the New SME Loans do not fall in the categories under NACE level 2 A*38 category with a purpose of real estate refinancing and real estate construction;

(d) no Notification Event has occurred and is continuing;

(e) the Seller has not previously failed to repurchase any SME Receivables to the extent required pursuant to the Transaction Documents;

(f) all reports required to be delivered pursuant to the Servicing Agreement have been delivered;

(g) the Replenishment Available Amount is sufficient to pay the Initial Purchase Price of the relevant New SME Loans on such date;

(h) if the Portfolio is in compliance with the Portfolio Criteria prior to the Replenishment, the Portfolio remains in compliance with the Portfolio Criteria after giving effect to such Replenishment (together with any other Replenishment made on the same SME Purchase Date);

(i) if the Portfolio is not in compliance with one or more of the Portfolio Criteria immediately prior to the Replenishment, such Replenishment (together with any other Replenishment made on the same day) will reduce the level of noncompliance of this criteria (whereby the Issuer shall use its best efforts to bring back the noncompliance of this criteria to the initial level);

(j) the maximum Outstanding Principal Amount of a New SME Loan is not higher than EUR 40,000,000.

Stop Replenishment Event means that on the relevant Monthly Sweep Date (i) the long-term IDR (or credit view equivalent to a rating) of the Seller has been downgraded below BBB by Fitch or Baa3 by Moody's (or such rating is withdrawn), or (ii) the aggregate Realised Losses (since the Closing Date) in respect of the SME Loans exceed 0.50 per cent. of the Current Portfolio Amount on the Closing Date, or (iii) the non-compliance of a given portfolio criterion for a period of more than twelve months, or (iv) the aggregate Current Balances of the Defaulted Loans (since the Closing Date) exceed 3 per cent. of the Current Portfolio Amount , or (v) the third successive Quarterly Payment Date on which the Replenishment Available Amount held in the Transaction Account exceeds EUR 600 million, or (vi) the balance standing to the credit of the Reserve Account falls below an amount equal to 0.75% of the Principal Amount Outstanding of the Notes on the Closing Date.

Defaulted Loan means SME Loans (i) which are in arrears for a period of at least 90 calendar days from the due date or which is deemed unlikely to be paid, as meant in article 178 of Regulation (EU) 575/2013.

If at any time after a particular SME Purchase Date in respect of a New SME Loan, any of the Replenishment Conditions in respect of the New SME Loans on that SME Purchase Date, proves not have been satisfied on such SME Purchase Date, then the Seller shall immediately upon becoming aware thereof (i) notify the Issuer and the Security Agent, (ii) indemnify the Issuer for all damages, costs and expenses and (iii) repurchase and accept re-assignment of the rights in respect of one or more SME Loans (together with all other SME Loans covered by the same Loan Security, if any), upon the instruction of the Issuer and the Security Agent, which were sold to the Issuer on such SME Purchase Date and resulted in a breach of the Replenishment Conditions, at a price equal to the aggregate of the then Current Balance of the relevant SME Loan(s) plus accrued interest thereon and reasonable *pro rata* costs up to (but excluding) the date of completion of the repurchase.

11.8 Portfolio Criteria

The Portfolio must, on the initial Cut-off Dates and on each SME Purchase Date, meet the following criteria (the ***Portfolio Criteria***):

(a) the weighted average remaining tenor of the entire Portfolio is no longer than 9 years;

(b) the Weighted Average Life Of The Portfolio is equal to or lower than 4.75 years;

(c) the aggregate Current Balances of all unsecured SME Loans shall not exceed 15 per cent. of the Current Portfolio Amount;

(d) the aggregate Current Balances of all SME Loans secured by a Mortgage (either for the full amount or in part) must be greater than 50 per cent. of the Current Portfolio Amount;

(e) the aggregate Current Balances of all SME Loans with a Bullet Repayment shall not exceed 5 per cent. of the Current Portfolio Amount;

(f) the aggregate Current Balances of all SME Loans with a tailored-made repayment (including SME Loans with a Bullet Repayment) shall not exceed 7.5 per cent. of the Current Portfolio Amount;

(g) the aggregate Current Balances of all SME Loans with an annual repayment shall not exceed 5 per cent. of the Current Portfolio Amount;

(h) the Top 1 Group shall not represent more than 0.75 per cent. of the Current Portfolio Amount;

(i) the Top 10 Group shall not represent more than 5 per cent. of the Current Portfolio Amount;

(j) the Top 25 Group shall not represent more than 10 per cent. of the Current Portfolio Amount;

(k) the aggregate Current Balances of the SME Loans of all Borrowers with an ING Internal Risk Rating of 16 does not exceed 3 per cent. of the Current Portfolio Amount,

(l) the aggregate Current Balances of the SME Loans of all Borrowers with an ING Internal Risk Rating of 15 and 16 does not exceed 6 per cent. of the Current Portfolio Amount;

(m) the aggregate Current Balances of the SME Loans of all Borrowers with an ING Internal Risk Rating of 14, 15 and 16 does not exceed 12 per cent. of the Current Portfolio Amount;

(n) the aggregate Current Balances of the SME Loans of all Borrowers with an ING Internal Risk Rating of 13, 14, 15 and 16 does not exceed 24 per cent. of Current Portfolio Amount;

(o) the aggregate Current Balances of all SME Loans which originate from particular province shall not exceed 20 per cent. of the Current Portfolio Amount ;

(p) the aggregate Current Balances of all SME Loans to Borrowers in the Retail Customer Segment (as described below in *Table 4A Distribution by Customer Segments*) shall not exceed 60 per cent. of the Current Portfolio Amount;

(q) the Weighted Average Seasoning of the aggregate Current Balances of all SME Loans must be greater than 2 years;

(r) the Weighted Average One-Year Default Probability based on the current Master Scale of the aggregate Current Balances of all performing SME Loans shall not exceed 1.7 per cent.;

(s) the aggregate Current Balances of all Isolated Loans must be greater than 95 per cent. of the Current Portfolio Amount;

(t) the aggregate Current Balances of all SME Loans granted to Borrowers that qualify as 'SME' within the meaning of Article 501 of the CRR is at least 70 per cent of the Current Portfolio Amount ;

(u) the aggregate Current Balances of the SME Loans of all Borrowers from the NACE level 2 A*38 category (currently labelled "Real Estate activities") is equal to or lower than 25 per cent. of the Current Portfolio Amount;

(v) the aggregate Current Balances of the SME Loans of all Borrowers from the NACE level 2 A*38 category (currently labelled "Construction") is equal to or lower than 12.5 per cent. of the Current Portfolio Amount;

(w) the aggregate Current Balances of the SME Loans of all Borrowers from the NACE level 2 A*38 category (currently labelled "Wholesale and Retail trade; repair of motor vehicles and motorcycles") is equal to or lower than 17.5 per cent. of the Current Portfolio Amount;

(x) the aggregate Current Balances of the SME Loans of all Borrowers from a particular industry category other than the industry category Legal, accounting, management, architecture, engineering, technical testing and analysis activities and the industry categories with the (currently labeled) NACE level 2 A*38 categories specifically referred to in Portfolio Criteria (u), (v) and (w) above, is equal to or lower than 10 per cent. of the Current Portfolio Amount;

(y) the weighted average interest rate of all SME loans in the Current Portfolio Amount is at least 1.50 per cent;

(z) the aggregate Current Balances of all SME Loans in the Current Portfolio with a floating or fixed resettable interest rate shall not exceed 17.5 per cent. of the Current Portfolio Amount;and

(aa) the aggregate Current Balances of all SME Loans which have been subject to a variation permitted in accordance with clauses 3.9, 3.10 and 3.11 of the Servicing Agreement (excluding any suspensions of payment in accordance with government imposed payment moratoria) shall not exceed 20 % of the Current Portfolio Amount.

Isolated Loan means an SME Loan under the form of a stand-alone facility (*operation isolée*) and which is not revolving.

Master Scale means any of the three ING credit risk rating (ING's Internal Risk Rating) scales, including rating grades for performing loans from 1 to 19 and for non-performing loans from 20 to 22 whereby each rating grade is assigned a Probability of Default (PD) value which refers to the probability that a company in the particular rating grade will default within the next 12 months.

Weighted Average Life Of The Portfolio means the ratio calculated by:

(a) summing the products obtained by multiplying:

(i) the Current Balance of each SME Loan; by

(ii) the number of months between the Cut-Off Date in respect of such SME Loan and the maturity date of such SME Loan;

(b) dividing such sum by the aggregate sum of the Current Balance of each SME Loan;

(c) dividing such amount by 12 to obtain the weighted average life in years.

Weighted Average One-Year Default Probability means the ratio calculated by:

(a) summing the products obtained by multiplying the Current Balance of each SME Loan by the one-year default probability as computed on the basis of the current Master Scale;

(b) dividing such sum by the sum of the aggregate Current Balances of all SME Loans; and

(c) rounding the result up to the nearest two decimal places.

11.9 The Purchase of Roll Over Term Loans

In accordance with the Eligibility Criteria, the sale of SME Receivables by the Seller to the Issuer in relation to an SME Loan that qualifies as a Roll Over Term Loan will only be allowed if the drawing period for new advances under such Roll Over Term Loan has expired (only the extension of existing advances through roll-over in accordance with the Loan Documents still being allowed).

The SRPA provides that, in case of the purchase of SME Receivables relating to a Roll Over Term Loan on the Closing Date or an SME Purchase Date, the Issuer will on such date purchase all rights and title in respect of all advances that were outstanding under such Roll Over Term Loan at the time of the expiration of the drawing period (*opnameperiode/période de prélèvement*), as well as any rights and title in respect of any extension of such advances that would result from a roll-over thereof in accordance with the provisions of the relevant Loan Documents. In accordance with the provisions of the SRPA, the purchase of the rights and title in respect of the extension of the advances following such a roll-over, will not be deemed a Replenishment and not subject to the satisfaction of the Replenishment Conditions or No Stop Replenishment Event having occurred.

On or before each Monthly Sweep Date, the Servicer will with reference to the related Monthly Collection Period report on the advances under the Roll Over Term Loans sold to the Issuer, including information (in particular, amount and term) on (i) the advances as they lapsed during such Monthly Collection Period and (ii) the advances as they were extended following roll-over. The Issuer and the Seller furthermore specifically agree that the Issuer shall at all times have the right to net any amount it would have to pay in respect of any such extended advances against any amount it would be entitled to in respect of such lapsed advances.

Finally, in the event the Seller would during the term of the Roll Over Term Loan become unable to extend the advances in accordance with the roll-over mechanics of the Loan Documents as a result of insolvency, the Issuer shall have the right, in a view to avoid any exceptions being invoked by the relevant Borrower(s), to send a notification to such Borrower(s) offering it a right either to repay its advances under the Roll Over Term Loan or to extend repayment of the outstanding advance(s) until the final maturity date of the loan or such other date for repayment as foreseen in a mutually agreed amortisation schedule.

11.10 Risk Mitigation Deposit Amount

If at any time (i) the short term deposit rating (or, if no short term deposit rating is assigned, the short term IDR) of ING as account bank for the Collection Accounts or as Servicer is assigned a rating of less then F2 by Fitch and the long term deposit rating (or, if no long deposit rating is assigned, the long term IDR) of ING as account bank for the Collection Accounts or as Servicer is assigned a rating of less than BBB by Fitch, or (ii) the credit rating of the short term, unsecured, unsubordinated and unguaranteed debt obligations of ING as account bank for the Collection Accounts or as Servicer is assigned a rating of less then Prime 1 by Moody's and the credit rating of the long term, unsecured, unsubordinated and unguaranteed debt obligations of ING as account bank for the Collection Accounts or as Servicer is assigned a rating of less then A2 by Moody's (such ratings, the ***Commingling Required Ratings***, the Seller shall as soon as reasonably possible, but no later than 30 calendar days as of the occurrence of such downgrade (or sixty (60) days in case only a downgrade of the Fitch required rating occurs), credit to a bank account to be held in the name of the Issuer with an account bank having the Commingling Required Ratings (the ***Risk Mitigation Deposit Account***) and deposit in the Risk Mitigation Deposit Account an amount in euro (the ***Risk Mitigation Deposit Amount***) equal to the Calculated Amount and ensure that on each Monthly Sweep Date thereafter (until the aforementioned ratings are again at least equal to the Commingling Required Ratings) the balance of the Risk Mitigation Deposit Account is, to the extent necessary, increased up to the Calculated Amount in relation to such Monthly Sweep Date. Any interest accrued on the proceeds of such Risk Mitigation Deposit Account shall not be part of the Interest Available Amount, but shall accrue and be paid out on the benefit of the Seller.

The ***Calculated Amount*** shall, as soon as (and as long as) a Risk Mitigation Deposit Amount needs to be constituted, be calculated by the Administrator on each Monthly Sweep Date (and, in case the date on which the Risk Mitigation Deposit Amount needs to be constituted for the first time, does not fall on a Monthly Sweep Date, then the calculation shall be made by the Administrator by reference to the immediately preceding Monthly Sweep Date) as two times the sum of (i) the amount of the contractually scheduled interest and principal payments received on each SME Receivable during the most recent Monthly Collection Period related to such Monthly Sweep Date plus (ii) the amount received as prepayment during the most recent Monthly Collection Period related to such Monthly Sweep Date.

The funds credited to the Risk Mitigation Deposit Account may be applied by the Issuer:

(i) the purpose of indemnifying the Issuer against any losses of the Issuer 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 Collection Accounts at such time would be an unsecured claim against the insolvent estate of the Seller for moneys due at such time (***Commingling Risk***);

(ii) for the purpose of indemnifying the Issuer against any losses of the Issuer resulting from a Borrower or provider of Loan Security claiming a right to set-off with the Seller or defences related to the Seller for which the Issuer is not indemnified by the Seller in accordance with the Transaction Documents (***Set-off Risk***).

The Risk Mitigation Deposit Amount will not be included as Principal Available Amount and/or Interest Available Amount and will not form part of the Priority of Payments, unless if used to mitigate Commingling Risk or the Set-off Risk in which case the Issuer will be required to add such funds to the Interest Available Amount and/or Principal Available Amount, as the case may be.

The Risk Mitigation Deposit Amount will not serve as general credit enhancement and will not serve to provide general liquidity to the Issuer and can only be used by the Issuer to mitigate Commingling Risk or Set-off Risk.

If the amount of the Risk Mitigation Deposit Amount provided to the Issuer exceeds the Calculated Amount on any Monthly Sweep Date (the ***Excess Risk Mitigation Deposit Amount***), the Issuer shall repay an amount equal to the Excess Risk Mitigation Deposit Amount (if applicable).

Unless applied in order to indemnify Commingling Risk or Set-off Risk, the Risk Mitigation Deposit Amount shall remain credited to the Risk Mitigation Deposit Account until:

(a) the Seller's collection account bank's and the Servicer's ratings are again at least equal to the Commingling Required Ratings; or

(b) a full and final repayment of the Class A Notes on the Final Redemption Date (or such other date upon which the Class A 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 Risk Mitigation Deposit Amount to the Seller.

SECTION 12

OVERVIEW OF THE BELGIAN MARKET FOR SME LOANS[3]

In 2020, there are in Flanders 646,596 companies, 269,278 in Wallonia and 113,194 companies in Brussels. Of all these companies, there are 7,130 large corporations (with more than 50 employees). In 2020, the number of new companies established was 104,475. The majority of the new established companies are based in Flanders (64.2%).

In Belgium, the largest number of SMEs is active in professional, scientific and technical activities (19.6%), wholesale and retail trade (17.7%) and construction (13.7%). According to the European definition of a Small and Medium Enterprise, namely companies with less than 250 employees, 99.8% of all companies in Belgium can be classified as such.

ING's market penetration and lead bank status for SMEs can be summarized as follow:

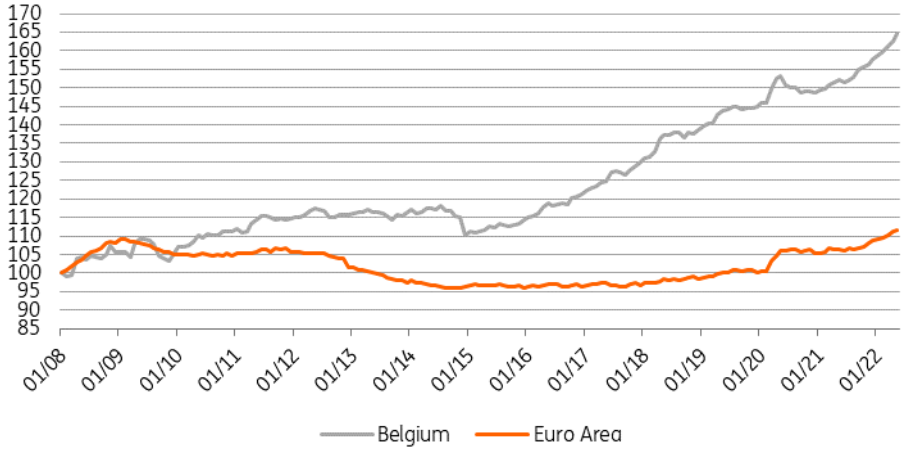
- 45% see ING as their main bank; and

- 89% is client of ING.

SMEs have a large share in the national economy. The Belgian economy is mainly based on SMEs, which represent approximately 60% of the value added by the private sector, and near 70% of private employment.

Total credit to non-financial companies has well developed in Belgium compared to other Eurozone countries (see Graph. 1). It is now near 65% higher than its level early 2008 (only 10% above that level in the case of the Eurozone).

Graph. 1: Index of total credit to non-financial companies (based on A-Shema of the banking sector)



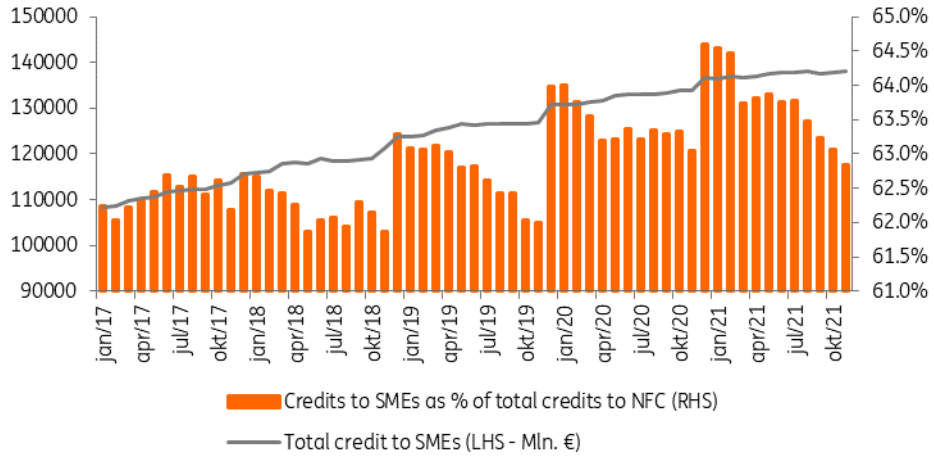
Source: National bank of Belgium (NBB)

In November 2021, total authorized credits to SMEs represented 138.0 Bln. €, increasing by 3.1% YoY (Graph 2). This represents almost 110 Bln. € used credit (as the utilisation rate of credits is

[3] Source: SPF/FOD Economie (https://statbel.fgov.be/fr/open-data/entreprises-assujetties-la-tva-par-classe-demploi-4) (this information is not included by reference in this Prospectus).

near 80% for SMEs). Credit to SMEs represent 63% of the total of credit granted to non-financial companies. This ratio fluctuates between 62% and 65% across time.

Graph. 2: Total credit to SMEs in Belgium



Source: Observatory for credit to non-financial corporates

SECTION 13

THE SELLER

13.1 Profile

ING Belgium NV/SA (the ***bank***) is part of ING Groep NV, also called ING Group. ING Group is the holding company of a broad spectrum of companies (together called ***ING group***) and a global financial institution of Dutch origin offering banking services through its operating company ING Bank. ING Bank's more than 51,000 employees offer retail and wholesale banking services to customers in over 40 countries.

ING Belgium NV/SA is a financial institution focusing its core activities on Retail & Private Banking and Wholesale Banking. The bank caters over 2.9 million clients in Belgium with a wide range of financial products via the distribution channel of their choice.

The bank is a public company with limited liability (*naamloze vennootschap/société anonyme*) existing for an unlimited duration under Belgian law. Its registered office is at Avenue Marnixlaan 24, B-1000 Brussels, Belgium. The Seller is recognised as a credit institution under the provisions of the Credit Institutions Supervision Act. Since the beginning of 1998, the bank is a wholly owned subsidiary of ING Group.

13.2 Incorporation and history

The Seller was formed under the name Bank Brussels Lambert S.A. through a merger of Banque de Bruxelles and Banque Lambert, which was effected on June 30, 1975 as a further development of the holding companies of the two banks which took place in 1972. An Extraordinary General Meeting held on April 17, 2003 adopted a resolution to change the name into ING Belgium SA/NV as from April 22, 2003.

Banque de Bruxelles was founded in 1871 and during the next 60 years acquired interests in other banks in the main cities in Belgium. By 1931, these banks had been absorbed into a single entity, whose operations included not only traditional banking activities, but the management of an industrial portfolio with interests in Belgium and Africa. Following the Belgian banking reforms of 1934-35, the Bank's activities were transferred to a new company, bearing the same name, which was formed on January 30, 1935. This achieved the separation of the holding company's banking activities from its industrial interests, as required by the reforms.

Banque Lambert had its origin in the banking business founded by the Lambert family, active bankers in Belgium since Belgian independence in 1830. Banque Lambert expanded its banking activities rapidly after 1945 by successive mergers with various privately owned banks.

13.3 Supervisory and Executive Bodies

The composition of the Board of Directors of ING Belgium NV/SA is as follows:

- Pinar Abay, Chairperson Board of Directors
- Peter Adams, Chairperson Executive Committee
- Sali Salieski, Executive Director
- Bahadır Şamlı, Executive Director

- Gordana Hulina, Executive Director
- Peter Göbel, Executive Director
- Cédric Lebegge, Executive Director
- Hans De Munck, Executive Director
- Ellen Aelvoet, Executive Director
- Hilde Laga, Non-executive Director
- Anne-Sophie Castelnau, Non-executive Director
- Ronald Oort, Non-executive Director
- Justyna Kesler, Non-executive Director
- Sabine Everaet, Non-executive Independent Director
- Ingrid De Poorter, Non-executive Independent Director
- Nancy Dhollander, Non-executive Independent Director
- Koen Van Gerven, Non-executive Independent Director

The composition of the Audit Committee is as follows:

- Koen Van Gerven, Chairperson
- Ingrid De Poorter
- Nancy Dhollander

The composition of the Remuneration Committee is as follows:

- Nancy Dhollander, Chairperson
- Pinar Abay
- Ingrid De Poorter

The composition of the Nomination Committee is as follows:

- Nancy Dhollander, Chairperson
- Pinar Abay
- Sabine Everaet

The composition of the Risk Committee is as follows:

- Ingrid De Poorter, Chairperson

- Koen Van Gerven
- Ronald Oort

13.4 Underwriting of the SME Loans

ING Belgium is part of ING Bank, which is part of ING Groep N.V. and extends lines of credit to companies with acceptable risk profiles, trustworthy management generally operating in industries of which the bank has a favorable impression.

In the Belgian SME sector, ING Belgium extends SME Loans to clients categorized as:

Retail Banking: self-employed, freelancers and small companies booking annual turnover of less than EUR 4 million or total assets less than EUR 2 million, originated through Retail Banking.

Midcorps & Institutionals: medium-sized companies with sales of between EUR 4 and 250 million and institutional clients like public services, hospitals, religious associations, teaching establishments, union organizations and pension funds, originated through Commercial Banking.

Corporate Clients: listed companies and companies with a consolidated turnover in excess of EUR 250 million, originated through Commercial Banking.

Apart from its branch network, ING Belgium uses the internet and telephone as direct channels, especially for the Retail Banking segment. The Midcorp & Institutional segment requires a specific approach with 15 business centers, business desks and branch network distributed over the whole country. The Corporate Clients segment is serviced through ING Belgium Head Office.

13.5 Credit applications and reviews

ING Belgium extends lines of credit to financially sound performing companies with trustworthy management.

Target customers:
- companies with acceptable risk profiles
- companies not situated in the low end of their respective industries

Goal is to be the company's core bank with majority share in the company's banking business but given the bank market in Belgium ING Belgium is often a challenger in the Retail customer market. Financing policy is detailed in policy papers (e.g. real estate, leverage finance) and are published on ING's intranet accessible for both relationship and risk management.

Simple credit requests (standard products initiated in Branch Bank with standard collaterals in Branch Bank)
Simple professional loans both for the Retail lending and Midcorp segments are sold via the two Business credit Centers (***BcC***) (one in Flanders and one in Wallonia), servicing the customers directly via call. Loan requests are initiated through:
- direct calls from professionals (clients and prospects);
- «assisted calls» from ING branch- & independents' network, business bankers, relationship managers; and
- e-mail/fax/letter from professionals.

The granting of standard credit is based on:

- a Pre-defined Limit-model, which is a statistical model that automatically and pro-actively calculates on a monthly basis credit limits for professional clients and prospects based on risk rating, cash flow, balance sheet total, class of risk, sector of business.
- an automatic decision system that used policy rules taking into account among other things the profile of the credit applicant, the repayment capacity, the outstanding debts and (potential) negative elements.

If necessary, a manual credit decision has to be taken by a BcC member (with specific approval authorities), via the decision pool (by a credit decider) (outstanding ≤ 1 million €) or following the SAP process (outstanding > 1 million €) (see below).

All contractual documents are directly emailed by the BcC to the client. The client will return by email the signed contract to our outsourcing services in Manila who will control the signature and follow-up the release of funds.

SME - more complex deals
SME Loan specialists (Business Bankers SME, Credit Experts) can assist and visit clients for more complex deals (real estate, shipping, etc.). Those cases are manually decided and are manually executed in our Customer Loyalty Teams (***CLT***'s, see below).

Midcorps
For the Midcorps clients, the Lending activity which is out of scope of the Business Credit Centers is organized along four regional zones, supported by 14 business centers and 5 business desks. A loan request is initiated by the client via the relationship manager (***RSM***). The RSM's are supported by Sales and Services Officers (***SSO***).

If the Midcorp request is a simple professional loan, the customer will be routed to the BcC flow (see above).

Customized credit requests (tailor-made credit requests with non-standard collaterals)
For customized credit requests Relationship Managers write the credit application. The Credit proposals have to be decided according to the Signatory Approval Process (***SAP***) except for smaller amounts. In those cases, the relationship manager has a limited power of decision. Through the SAP with different levels of decision making powers, credit decisions are taken. The mandates are in categories A to D, themselves generally divided into sub-categories. A mandate is the global mandate, B mandates are on regional level and C and D mandates are applicable to zonal. All decisions are taken by a maximum of two levels, (i) a level of advice and (ii) a decision level.

A SAP is always one front officer and one risk manager will advise one higher ranking front officer and one higher ranking risk manager, who both will have to decide on the credit application. Smaller exposures are dealt with at the zonal level whereas larger exposures are processed at the head office in Brussels.

The execution of the credit request (writing of contract, set up of credit and of collateral in the systems, control of contract signatures, follow-up of release of funds) is realized in the Customer Loyalty teams in Gent or Namur (and Hasselt for a limited number of Real Estate customers only). Further servicing will be also directly executed by the CLT.

Each Midcorp client with an exposure > 750 000 EUR is reviewed manually at least annually. Signatory Approval Mandate is assigned individually to front office managers and risk managers according to their professional qualifications, experience and risk awareness.

Corporate Clients

For the Corporate Clients segment the Lending activity is centralized at ING Belgium's Head Office, where Account Managers and Relationship Managers are involved in the origination process. The lending activity is supported by dedicated Transaction Managers and Advisors organized by sector. Corporate Lending activity is separated by Chinese Walls from other activities of the bank.

Through SAP with different levels of decision making powers, credit decisions are taken. The mandates are in categories A to D, themselves generally divided into sub-categories. A mandate is the global mandate, B mandates are on regional level and C and D mandates are applicable to zonal. All decisions are taken by a maximum of two levels, (i) a level of advice and (ii) a decision level. A SAP is always one front officer and one risk manager will advise one higher ranking front officer and one higher ranking risk manager, who both will have to decide on the credit application. Smaller exposures are dealt with at the departmental level whereas larger exposures are processed at the head office in Brussels by front office and risk management mandate holders and Corporate Credit Risk Management in Amsterdam.

Each Corporate Client is reviewed once a year, regardless of the exposure. The credit application package has a predefined content including amongst others: financials information on the obligor, previous decision (on the client), collateral information, business description and a descriptive risk assessment. A typical credit application package recapitulates the following items:

- type of borrower (e.g. key activities, position in industry, key business drivers and quality of management);
- the purpose of the credit application;
- ING Belgium's business rationale and the future relationship with the client;
- financials (e.g. past, current and forecasted cash flow, leverage and debt service;
- coverage and their key drivers and stability);
- compliance with our industry's (lending) policy and our assessment of business risks;
- structure of the transaction including alternative repayment sources;
- pricing versus perceived risks;
- current account behavior;

Collateral serves as an alternative repayment for future risks only (i.e. no collateral based lending).

13.6 Collateral

Any collateral in a transaction is an important item in the credit decision, but credit is not extended based on collateral alone. The importance of collateral is greater for smaller entities than it is for larger ones. While not all loans are collateralised, any received collateral typically consists of one or more of the following types:

- Mortgages (i.e., liens on specified residential or commercial real estate, airplanes and ships);

- Mandates;

- Pledges over movable assets (such as stock, inventory, machinery, cars or trucks) and rights (such as deposits, securities, receivables, or claims from, for example, life insurance policies) through assignments or transfers for collateral purposes;

- Guarantees (from private individuals, legal entities, and/or governments).

13.7 Internal Credit Risk Rating System

ING Group uses a set of internal risk ratings throughout all its different international units, including ING Belgium. The assigned internal risk rating represents ING Belgium's assessment of the expected default probability of a given borrower not taking collateral into account. It is the result of

an evaluation of several financial inputs and internal behavioural data, using statistically based scorecard analyses.

Although totally independent, the ING internal risk rating (***ING Internal Risk Rating***) is a primary element of the loan approval process since it is used as an element for decision making. In addition, it is a cornerstone of the loan monitoring process. The ING Internal Risk Rating not only affects the outcome of the credit decision, but it also determines the level of decision-making authority required to take the decision. It also has an impact on the characteristics of the monitoring procedures applied to the ongoing exposure. Currently the ING Internal Risk Rating scale consists of 22 risk ratings that fall into 3 larger classes of risk: (i) “Investment Grade”: 01 to 10; (ii) “Speculative Grade”: 11 to 17; and (iii) “Substandard/Problem SME Loan Grade”: 18 to 22.

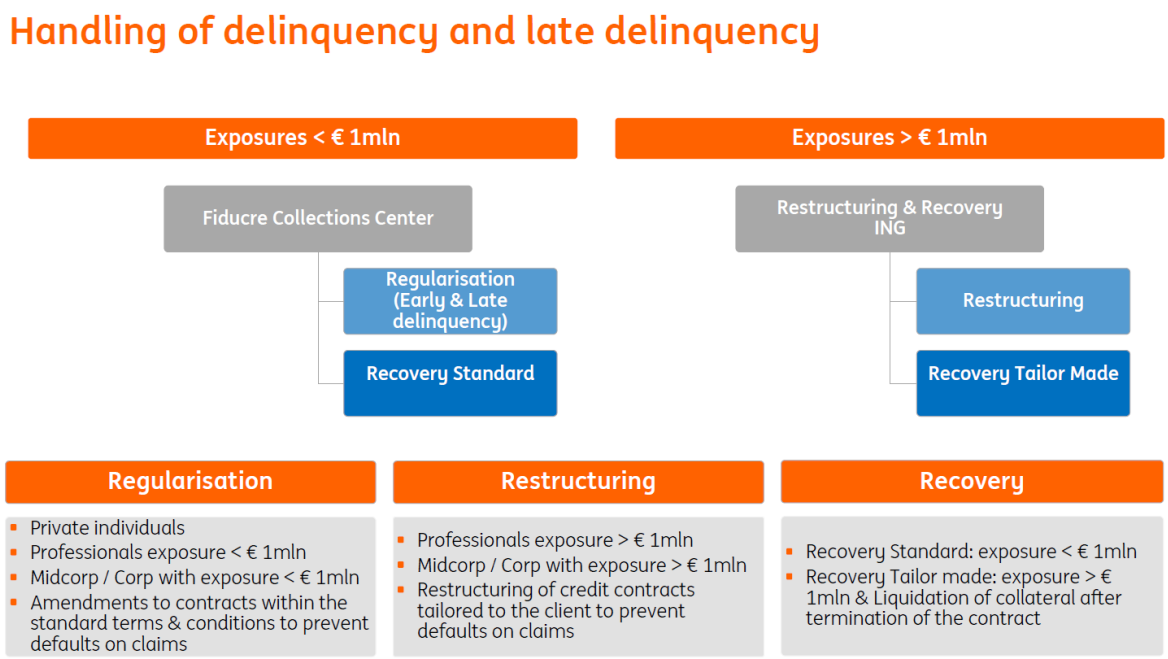
13.8 Collection of payments and arrears management

Collection of Payments

The Borrower is obliged to maintain an account with ING Belgium. All interest payments, premiums, costs and repayments are collected by direct debit from this current account.

Arrears

An account is in arrear whenever the Borrower's payment obligations (including interest due, etc.) are not met on time. For arrears on exposures below EUR 1,000,000 the arrears are managed by Fiducré. For arrears on exposures above EUR 1,000,000 the arrears are managed by the restructuring unit within ING Belgium (RRU or restructuring unit).



In the monitoring processes of arrears and "early warning signals" (**EWS**), an "unlikely to pay" (UTP) assessment is done to assess the indicators of triggers applicable, and whether the client is default or not. When the UTP assessment results in a default of the customer, the file will be transferred to the applicable restructuring / recovery department.

13.9 Credit restructuring process

If a potentially serious credit quality deterioration is detected in one of the above described processes, or if risk management observes developments related to either the borrower itself or the sector it operates in which developments could affect the borrower in the future whilst its current credit profile does not yet reflect these, the risk manager or the relationship manager may decide to place the credit exposure on a watch-list or may decide the file should be managed by the restructuring department. If an exposure is placed on the watch-list it is also followed by the restructuring department. As soon as a file is transferred to the Restructuring department, that department takes over the main responsibility of the relationship with the client.

The restructuring department is divided in two main activities. “Restructuring” manages a file with the aim to improve the client’s credit standing and ING Belgium’s position so that normal relationship management and risk management can take over again. A file in “Restructuring” currently has an ING Internal Risk Rating of 15 up to 20. If the restructuring department decides that a file should be terminated (and the bank repaid) the file is transferred to the recovery department. In the “Recovery” department any collateral is liquidated by third parties. A file in the “Recovery” department currently carries an ING Internal Risk Rating of 21 or 22. If there is still any exposure left following the workout in "Recovery", they will proceed the writes-off and (if possible) attempt to collect the remaining balance.

The restructuring groups are established at both region level and at head office level. The responsible unit for a file is determined case by case by the size of the relevant exposure, the complexity of the case and the present workload.

13.10 Risk control unit

Throughout the risk management chain, an independent risk control unit is employed. It evaluates, for the business banking domain, the effectiveness of the overall credit risk approach including the handling of individual cases. It evaluates the general credit process and the correct implementation thereof by the responsible units on a regional basis. It acts as an advisor for senior management and as a proactive coach for risk managers rather than as a pure auditor. It has the possibility to ask for a revision of the pure risk or to initiate a corrective action to improve data quality.

SECTION 14

SERVICING OF THE SME RECEIVABLES

14.1 The Servicer

ING Belgium NV/SA with its registered office at Avenue Marnix 24, B-1000 Brussels, Belgium.

In the Servicing Agreement the Servicer will agree to provide administration and management services to the Issuer on a day-to-day basis in relation to the SME Loans, including, without limitation, the collection of payments of principal, interest and other amounts in respect of the SME Loans and the transfer of such amounts on a monthly basis to the Transaction Account (see also *Cash Collection Arrangements* in Credit Structure) and the implementation of arrear procedures including, if applicable, the enforcement of the Related Security (see further *Collection of payments and arrears management* and *Credit Restructuring Process* above). The Servicer will be obliged to administer the SME Loans at the same level of skill, care and diligence as loans granted to small and medium sized enterprises in its own or, as the case may be, the Seller's portfolio.

Taking into account potential conflicts of interest and for as long as the Seller is the same entity as the Servicer, the Servicing Agreement sets out in detail the respective rights and obligations of the Servicer and the reporting requirements of the Issuer and the Servicer.

The Servicer has the required expertise in servicing corporate loans which are of a similar nature as the SME Loans within the meaning of article 21(8) of the EU Securitisation Regulation, as it has a credit institution licence under the CRR and a minimum of 5 years' experience in servicing loans similar to the Loans. The Servicer is of the opinion that it has well documented and adequate policies, procedures and risk management controls relating to the servicing of SME Receivables since the Servicer is subject to capital and prudential regulations pursuant to the CRR.

14.2 Termination

The Servicing Agreement may be terminated by the Issuer with the written consent of the Security Agent upon the occurrence of certain servicing termination events, including but not limited to a failure by the Servicer to comply with its obligations (unless remedied within the applicable grace period), dissolution or liquidation of the Servicer or the Servicer being declared bankrupt.

After termination of the appointment of the Servicer under the Servicing Agreement, the Issuer shall use its efforts to appoint a substitute servicer and such substitute servicer shall enter into an agreement with the Issuer and the Security Agent substantially on the terms of the Servicing Agreement, provided that such substitute servicer shall have the benefit of a fee to be then determined. Any such substitute servicer is obliged to have sufficient experience of administering loans such as the SME Loans granted to borrowers in Belgium. The Issuer shall, promptly following the execution of such agreement, pledge its interest in such agreement in favour of the Security Agent on materially the same terms as the Pledge Agreement to the satisfaction of the Security Agent.

SECTION 15

DESCRIPTION OF THE PORTFOLIO

15.1 General

The following section sets out the aggregated information relating to the Initial Portfolio of SME Receivables complying with the Eligibility Criteria and Portfolio Criteria, selected by the Seller with Cut-off date at 29 July 2022 and to be purchased by the Issuer on the Closing Date.

After the Closing Date, the characteristics and the composition of the Initial Portfolio of the SME Receivables may change from time to time due to inter alia the additional purchases of SME Receivables by the Issuer, the repurchase by the Seller from the Issuer of certain SME Receivables, any scheduled repayments and prepayments, any suspension or payment holiday, any delinquencies, any defaults and/or renegotiations entered into by the Servicer in accordance with its servicing procedures. These differences could result in faster or slower repayments or greater losses on the Notes than what would have been the case based on the portfolio.

The SME Loans represented in the stratification tables have been selected in accordance with the Eligibility Criteria and the Portfolio Criteria. However, there can be no assurance that any Receivables purchased by the Issuer after the Closing Date will have the exact same characteristics as represented in the Tables below.

The Monthly Investor Report (with a description of the purchased SME Receivables) will be published by the Administrator on its website (https://about.ing.be/en/investor-information/securitisations.htm)[4] and on EDW website (https://editor.eurodw.eu).

Initial Portfolio); means on the date of this Prospectus, the portfolio selected by the Seller and approved by the Issuer and the Security Agent, consisting of certain SME Loans, of which the SME Receivables are sold to and purchased by the Issuer on the Closing Date pursuant to the SRPA.

Portfolio); means (i) on the date of this Prospectus, the Initial Portfolio or (ii) on any date during the life of the Notes, all SME Receivables owned by the Issuer on such date

The Loans have characteristics that demonstrate the capacity to produce funds to service any payments due and payable under the Class A Notes and the Class B Notes and the payments to the Class A and Class B Noteholders are not predominantly dependent on the sale of the mortgaged assets and other Loan Security securing the SME Loans (the Class C Notes are not asset backed and will be repaid after the Class A and the Class B Notes have been repaid in full, from the Reserve Account).

15.2 Homogeneity

The Initial Portfolio will satisfy on the Closing Date the homogeneity conditions of article 1 of the Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 supplementing Regulation (EU) 2017/2402 of the European Parliament and of the Council with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation (the ***Homogeneity Commission Delegated Regulation***).

[4] The information contained on the Administrator's website does not form part of this Prospectus.

For the purpose of compliance with the requirements stemming from article 20(8) of the Securitisation Regulation, the Seller considers that the SME Receivables are homogeneous in terms of asset type, taking into account the cash flows and the contractual, credit risk and prepayment characteristics of the SME Receivables and have defined periodic payment streams within the meaning of article 20(8) of the Securitisation Regulation and the regulatory technical standards as contained in article 1 of the RTS Homogeneity. The SME Loans from which the SME Receivables result (i) have been underwritten according to similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the SME Loans and without prejudice to article 9(1) of the Securitisation Regulation, (ii) are serviced according to similar servicing procedures with respect to monitoring, collection and administration of SME Receivables from the SME Loans and (iii) fall within the same asset category of credit facilities provided to any type of enterprise or corporation. Furthermore, they also meet at least one of the relevant homogeneity factors in accordance with article 2(3)(a) and (b) of the RTS Homogeneity as all Borrowers are resident Belgium.

15.3 External verification of a sample of SME Loans

Article 22(2) of Securitisation Regulation requires that: "*A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate"*. On 12 December 2018 the European Banking Authority issued guidance on the STS criteria for non- ABCP securitisation stating that, for the purposes of article 22(2) of Regulation (EU) 2017/2402, confirmation that this verification has occurred and that no significant adverse findings have been found should be disclosed.

Accordingly, Deloitte Bedrijfsrevisoren/Réviseurs d'Enterprises BV/SRL, an independent, third party has performed on or about 29 September 2022 an agreed upon procedures review on a statistical sample randomly selected out of the Seller eligible SME Loans pool (in existence on 31 May 2022) in the framework of this securitisation transaction. More than 92% of the SME Loans in the Initial Portfolio were part of the audit pool.

The size of the sample has been determined on the basis of a confidence level of 95% and a maximum accepted error rate of 1%.

The pool agreed upon procedures review includes (i) the review of 21 loan characteristics of the sample of selected SME Loans as of 31 May 2022, which include but are not limited to borrower location, borrower segmentation, industry/NACE code, current loan balance, loan margin, loan interest rate base, principal payment frequency, interest payment frequency, loan amortisation type, borrower internal rating, origination date, maturity date, loan collateral value, collateral type, ranking mortgage and collateral location and (ii) the compliance of the portfolio with certain eligibility criteria as of 29 July 2022 disclosed in Section "*Statistical Information relating to the Portfolio of* " below. This independent third party has also performed agreed upon procedures in order to re-calculate the stratification tables disclosed in Section "*Statistical Information relating to the Portfolio of SME Loans*" below in respect of the exposures of the portfolio, and to verify the accuracy thereof. The third party undertaking the review has reported the factual findings to the parties to the engagement letter. The third party undertaking the review only accepts a duty of care to the parties to the engagement letter governing the performance of the agreed upon procedures and to the fullest extent permitted by law shall have no responsibility to anyone else in respect of the work it has performed or the reports it has produced save where terms are expressly agreed.

The Seller has confirmed in the SME Receivables Purchase Agreement that no significant adverse findings have been found by such third party during its review.

15.4 Statistical Information relating to the Portfolio of SME Loans

The statistical information set out in the following tables shows the characteristics of the Initial Portfolio of SME Loans selected by the Seller on close of business on 29 July 2022 (columns of percentages may not add up to 100% due to rounding). The SME Loans of the Initial Portfolio complied on such date with the Eligibility Criteria and the Portfolio Criteria.

Table 1: Distribution by ING Internal Risk Rating

ING Internal Risk Rating	Number of Reference Entities	Reference Obligation Notional Amount (EUR)	% by Notional Amount
7	3,881	675,956,487.64	6.68%
8	7,915	2,505,914,011.40	24.76%
9	3,353	283,560,423.91	2.80%
10	8,598	1,774,966,724.02	17.54%
11	6,387	2,013,699,399.04	19.90%
12	6,319	1,343,040,012.35	13.27%
13	5,139	889,187,938.51	8.79%
14	2,413	482,960,524.99	4.77%
15	801	117,294,010.36	1.16%
16	105	32,482,557.81	0.32%
TOTAL	**44,911**	**10,119,062,090.03**	**100.00%**

Table 2: Distribution by Notional Bucket

Notional	Number of Reference Entity Groups	Reference Obligation Notional Amount (EUR)	% by Notional Amount
=0			
<=500,000	35,295	3,223,869,406.68	31.86%
<=1,000,000	2,372	1,643,084,653.26	16.24%
<=1,500,000	785	952,547,179.34	9.41%
<=2,000,000	384	666,885,328.62	6.59%
<=2,500,000	193	430,176,670.02	4.25%
<=3,000,000	121	329,851,423.95	3.26%
<=3,500,000	84	270,794,973.86	2.68%
<=5,000,000	175	730,323,890.06	7.22%
<=6,000,000	54	294,296,147.68	2.91%
<=7,000,000	39	254,176,665.17	2.51%
<=8,000,000	21	154,940,877.32	1.53%
<=9,000,000	19	159,123,133.02	1.57%
<=10,000,000	8	75,376,890.53	0.74%
<=25,000,000	46	659,120,799.39	6.51%
<=50,000,000	7	219,470,323.13	2.17%
<=75,000,000	1	55,023,728.00	0.54%
higher			
TOTAL	**39,604**	**10,119,062,090.03**	**100.00%**

Table 3: Distribution by ING Internal Risk Rating

ING Rating Model	ING Internal Risk Rating	Number of Reference Entities	Reference Obligation Notional Amount (EUR)	% by Notional Amount
KB	7	3,881	675,956,487.64	6.68%
KB	8	7,915	2,505,914,011.40	24.76%
KB	9	3,353	283,560,423.91	2.80%
KB	10	8,598	1,774,966,724.02	17.54%
KB	11	6,387	2,013,699,399.04	19.90%
KB	12	6,319	1,343,040,012.35	13.27%
KB	13	5,139	889,187,938.51	8.79%
KB	14	2,413	482,960,524.99	4.77%
KB	15	801	117,294,010.36	1.16%
KB	16	105	32,482,557.81	0.32%
TOTAL		**44,911**	**10,119,062,090.03**	**100.00%**

Table 4A: Distribution by Customer Segment (ING)

Breakdown by Segment	Number of Reference Entities	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Mid-Corp	8,729	22,586	5,375,364,903.84	53.12%
Retail	36,167	67,884	4,709,245,534.35	46.54%
Corporate	15	32	34,451,651.84	0.34%
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**

Table 4B: Distribution by Customer Segment (ECB)

Breakdown by Segment	Number of Reference Entities	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Small	8,729	22,586	5,375,364,903.84	53.12%
Micro	36,167	67,884	4,709,245,534.35	46.54%
Medium-sized	15	32	34,451,651.84	0.34%
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**

Table 4C: Distribution by Exposure Class

Breakdown by Segment	Number of Reference Entities	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Corporate SME	11,268	29,863	5,157,947,396.23	50.97%
Retail SME	32,078	57,385	3,336,221,333.43	32.97%
Corporate Other	1,565	3,254	1,624,893,360.37	16.06%
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**

Table 5: Distribution by Country

Country Name	Number of Reference Entities	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Belgium	44,911	90,502	10,119,062,090.03	100.00%
TOTAL	44,911	**90,502**	**10,119,062,090.03**	**100.00%**

Table 6: Distribution by Product Type

Product Type	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Business Loan	78,577	4,254,477,582.74	42.04%
Investment Loan	11,886	5,760,356,437.88	56.93%
Roll-Over TermLoan	39	104,228,069.41	1.03%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 7: Distribution by NACE industry category (A38 level 2)

NACE A38 Code	Industry Category	Number of Reference Entities	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
LZ	Real estate activities	3,807	7,029	2,073,350,798.96	20.49%
MA	Legal, accounting, management, architecture, engineering, technical testing and analysis activities	8,410	14,594	1,760,407,256.19	17.40%
GZ	Wholesale and retail trade; repai motor vehicles and motorcycles	7,842	16,676	1,570,735,417.96	15.52%
FZ	Construction	6,713	14,612	995,873,301.23	9.84%
KZ	Financial and insurance activities	2,025	3,952	948,008,692.85	9.37%
NZ	Administrative and support servic activities	2,142	4,826	418,846,987.04	4.14%
QA	Human health activities	3,063	5,470	377,324,177.27	3.73%
HZ	Transportation and storage	1,491	3,824	345,529,625.20	3.41%
JC	IT and other information services	1,682	2,894	205,659,147.60	2.03%
CA	Manufacture of food products, beverages and tobacco products	516	1,358	201,071,381.93	1.99%
AZ	Agriculture, forestry and fishing	691	2,103	196,206,094.03	1.94%
IZ	Accommodation and food service activities	1,716	3,055	186,137,963.43	1.84%
CH	Manufacture of basic metals and fabricated metal products, except machinery and equipment	550	1,385	100,242,021.56	0.99%
MC	Other professional, scientific and technical activities	845	1,524	98,872,641.85	0.98%
CC	Manufacture of wood and paper products; printing and reproduction of recorded media	384	832	88,353,461.83	0.87%
SZ	Other service activities	714	1,348	88,140,768.22	0.87%
CG	Manufacture of rubber and plastic products, and other non-metallic mineral products	221	564	70,217,370.73	0.69%
CM	Other manufacturing; repair and installation of machinery and equipment	373	877	58,446,271.40	0.58%
RZ	Arts, entertainment and recreatio	355	603	46,327,693.92	0.46%
CK	Manufacture of machinery and equipment n.e.c.	177	491	44,177,633.17	0.44%
EZ	Water supply; sewerage, waste management and remediation	123	308	43,567,280.36	0.43%
QB	Residential care and social work activities	121	209	29,350,454.28	0.29%
DZ	Electricity, gas, steam and air- conditioning supply	39	55	27,246,977.34	0.27%
JA	Publishing, audiovisual and broadcasting activities	242	412	26,240,738.89	0.26%
CB	Manufacture of textiles, wearing apparel, leather and related products	123	270	24,906,243.56	0.25%
CE	Manufacture of chemicals and chemical products	57	156	18,076,662.74	0.18%
MB	Scientific research and developm	59	134	13,496,087.44	0.13%
PZ	Education	155	336	13,298,439.54	0.13%
CJ	Manufacture of electrical equipm	71	165	12,439,401.69	0.12%
CL	Manufacture of transport equipm	49	125	11,105,837.67	0.11%
CI	Manufacture of computer, electro and optical products	56	124	9,277,874.88	0.09%
BZ	Mining and quarrying	25	57	6,513,509.51	0.06%
CF	Manufacture of basic pharmaceutical products and pharmaceutical preparations	19	41	5,543,189.59	0.05%
JB	JB Telecommunications	50	87	3,849,071.30	0.04%
OZ	Public administration and defenc compulsory social security	3	4	199,218.32	0.00%
CD	Manufacture of coke and refined petroleum products	1	1	17,792.59	0.00%

TZ	Activities of households as employers; undifferentiated goods-and services- producing activities of households for own use	1	1	4,603.96	0.00%
TOTAL		**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**

Table 8: Distribution by Currency

Currency	Number of Reference Entities	Reference Obligation Notional Amount (EUR)	% by Notional Amount
EUR	90,502	10,119,062,090.03	100.00%
TOTAL	**90,502**	**10,119,062,090.03**	100.00%

Table 9: Distribution by Customer Area

Metropolitan Name	Number of Reference Entities	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
West-Vlaanderen	6,056	12,791	1,761,691,124.81	17.41%
Antwerpen	6,811	13,201	1,750,467,950.77	17.30%
Oost-Vlaanderen	6,618	13,720	1,703,630,907.41	16.84%
Bruxelles	5,100	8,914	1,123,663,446.03	11.10%
Vlaams Brabant	4,113	8,019	858,018,283.94	8.48%
Limburg	3,529	7,333	845,287,106.62	8.35%
Liège	3,951	8,542	726,569,443.29	7.18%
Hainaut	3,832	8,035	576,856,763.04	5.70%
Brabant wallon	2,404	4,464	334,586,893.71	3.31%
Namur	1,792	3,823	297,895,853.99	2.94%
Luxembourg	705	1,660	140,394,316.42	1.39%
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**

Table 10: Distribution by Maturity

Year	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
2022	13,240	148,107,106.45	1.46%
2023	21,677	503,027,397.98	4.97%
2024	12,036	452,111,429.72	4.47%
2025	10,234	700,984,253.32	6.93%
2026	8,088	756,203,397.83	7.47%
2027	4,927	736,935,820.28	7.28%
2028	2,807	656,513,925.06	6.49%
2029	2,498	579,130,500.13	5.72%
2030	2,069	562,088,937.32	5.55%
2031	2,315	662,464,957.16	6.55%
2032	1,990	666,838,948.00	6.59%
2033	1,645	628,107,821.57	6.21%
2034	1,622	657,330,540.26	6.50%
2035	1,613	619,723,401.90	6.12%
2036	1,524	653,816,959.40	6.46%
2037	908	536,448,374.60	5.30%
2038	304	120,487,060.77	1.19%
2039	312	126,414,537.64	1.25%
2040	309	162,004,758.96	1.60%
2041	256	116,490,346.06	1.15%
2042	127	73,206,211.55	0.72%
2043	1	625,404.07	0.01%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 11: Distribution by Interest Rate Type

Interest Rate Type	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Euribor	1,411	935,916,261.61	9.25%
Fix	89,091	9,183,145,828.42	90.75%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 12: Distribution by Interest Rate Term

Interest Rate Term	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
1 Month	1,486	510,514,178.81	5.05%
2-3 Months	2,698	480,278,552.63	4.75%
4-6 Months	12,470	308,121,151.11	3.04%
7-9 Months	10,267	247,688,640.75	2.45%
10-12 Months	4,905	171,372,578.76	1.69%
>1-3 Years	23,745	1,016,986,294.22	10.05%
>3-5 Years	15,353	1,394,360,281.10	13.78%
>5-7 Years	5,090	1,102,570,190.32	10.90%
>7-10 Years	5,892	1,546,035,957.66	15.28%
>10 Years	8,596	3,341,134,264.67	33.02%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 13: Distribution by Interest Rate

Interest Rate	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
0.01% - 1.00	16,337	2,063,397,510.74	20.39%
1.01% - 2.00	52,325	6,641,351,737.54	65.63%
2.01% - 3.00	13,524	887,638,147.06	8.77%
3.01% - 4.00	4,700	312,648,993.54	3.09%
4.01% - 5.00	2,228	154,827,201.68	1.53%
5.01% - 6.00	1,149	56,265,516.95	0.56%
6.01% - 7.00	170	2,643,782.76	0.03%
7.01% - 8.00	5	23,458.29	0.00%
8.01% - 9.00	32	70,399.39	0.00%
9.01% - 10.00	28	61,254.62	0.00%
10.01% - 11.00	3	131,204.48	0.00%
12.01% - 13.00	1	2,882.98	0.00%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 14: Distribution by Interest Rate Review Date

IInterest Rate Type	Interest Rate Y	Avg IR	Avg Life	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Floating		1.1866	14.8	1,411	935,916,261.61	9.25%
Fixed		1.7608	6.4	87,354	8,505,709,881.48	84.06%
Fixed With Reset	2022	1.1936	14.7	312	189,460,135.55	1.87%
Fixed With Reset	2023	1.5130	15.3	541	159,355,397.17	1.57%
Fixed With Reset	2024	1.5559	16.1	271	93,865,555.26	0.93%
Fixed With Reset	2025	1.4675	16.0	228	67,341,192.21	0.67%
Fixed With Reset	2026	1.1625	17.0	188	67,779,288.65	0.67%
Fixed With Reset	2027	1.8783	17.2	130	54,283,414.02	0.54%
Fixed With Reset	2028	1.5200	16.7	45	16,322,738.19	0.16%
Fixed With Reset	2029	1.6547	16.5	12	18,521,610.08	0.18%
Fixed With Reset	2030	1.7317	17.6	3	1,970,216.58	0.02%
Fixed With Reset	2031	1.3133	16.9	4	4,545,329.96	0.04%
Fixed With Reset	2032	1.6497	15.3	3	3,991,069.27	0.04%
TOTAL				**90,502**	**10,119,062,090.03**	**100.00%**

Table 15: Distribution by Interest Payment Frequency

Frequency	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Term Loan			
Monthly	88,308	8,651,205,949.20	85.49%
Quarterly	1,030	964,407,259.63	9.53%
Semi-Annualy	237	174,421,171.00	1.72%
Annualy	860	211,351,847.23	2.09%
Tailor Made	28	13,447,793.56	0.13%
Roll-Over			
Monthly	8	11,312,744.41	0.11%
Quarterly	23	44,696,750.00	0.44%
Semi-Annualy	5	20,885,240.00	0.21%
Annualy	3	27,333,335.00	0.27%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 16: Distribution by Principal Payment Type

Principal Payment Type	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Annuity	82,788	7,014,394,782.34	69.32%
Bullet	272	300,534,949.06	2.97%
Linear	7,376	2,686,600,245.66	26.55%
Tailor Made	66	117,532,112.97	1.16%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 17: Distribution by Principal Payment Frequency

Frequency	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
Term Loan			
Monthly	88,066	8,463,120,879.75	83.64%
Quarterly	972	844,558,998.90	8.35%
Semi-Annualy	228	151,118,623.30	1.49%
Annualy	898	242,196,526.05	2.39%
Tailor Made	27	13,304,043.56	0.13%
Bullet	272	300,534,949.06	2.97%
Roll-Over			
Monthly	8	11,312,744.41	0.11%
Quarterly	23	44,696,750.00	0.44%
Semi-Annualy	5	20,885,240.00	0.21%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 18: Distribution by Origination Date

Year	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
2007	577	41,792,056.96	0.41%
2008	651	61,416,193.47	0.61%
2009	574	55,521,362.73	0.55%
2010	763	91,528,496.92	0.90%
2011	946	137,937,381.29	1.36%
2012	1,162	133,564,222.62	1.32%
2013	1,524	188,604,079.79	1.86%
2014	1,684	294,446,783.93	2.91%
2015	2,457	503,059,625.76	4.97%
2016	3,319	763,831,748.86	7.55%
2017	5,239	1,007,996,457.17	9.96%
2018	9,797	1,372,920,366.00	13.57%
2019	12,612	1,447,894,566.23	14.31%
2020	11,838	1,239,355,474.16	12.25%
2021	16,005	1,691,478,809.86	16.72%
2022	21,354	1,087,714,464.28	10.75%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 19: Distribution by Remaining Tenor

Remaining Tenor	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
< 01	29,744	500,980,156.67	4.95%
01 - 02	12,212	385,464,329.06	3.81%
02 - 03	11,490	618,527,630.62	6.11%
03 - 04	8,946	727,253,759.38	7.19%
04 - 05	6,587	804,044,379.43	7.95%
05 - 06	2,846	637,289,812.19	6.30%
06 - 07	2,703	656,828,093.62	6.49%
07 - 08	2,156	496,663,120.44	4.91%
08 - 09	2,138	623,492,133.65	6.16%
09 - 10	2,366	761,821,337.69	7.53%
10 - 11	1,603	560,758,617.58	5.54%
11 - 12	1,601	645,960,383.46	6.38%
12 - 13	1,661	641,731,188.81	6.34%
13 - 14	1,553	622,569,002.45	6.15%
14 - 15	1,412	743,326,346.94	7.35%
15 - 16	336	154,969,617.28	1.53%
16 - 17	317	125,998,018.43	1.25%
17 - 18	299	152,464,105.29	1.51%
18 - 19	297	133,770,058.41	1.32%
19 - 20	225	119,734,844.56	1.18%
20 - 21	10	5,415,154.07	0.05%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 20: Distribution by Seasoning

Seasoning	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
< 0.5	20,239	1,419,289,566.49	14.03%
0.5 - 01	10,049	902,474,988.85	8.92%
01 - 02	13,258	1,608,511,745.39	15.90%
02 - 03	12,407	1,459,929,799.21	14.43%
03 - 04	11,493	1,397,028,911.74	13.81%
04 - 05	8,100	1,020,676,592.13	10.09%
05 - 06	3,741	766,315,249.68	7.57%
06 - 07	2,636	481,249,335.78	4.76%
07 - 08	1,954	329,000,339.39	3.25%
08 - 09	1,468	190,885,021.76	1.89%
09 - 10	1,473	143,376,944.94	1.42%
10 - more	3,684	400,323,594.67	3.96%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 21: Fully Drawn flag distribution

Fully Drawn?	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount	Amount to be Drawn
Y	90,502	10,119,062,090.03	100.00%	0.00
TOTAL	**90,502**	**10,119,062,090.031**	**100.00%**	**0.00**

Table 22: Distribution by Original Tenor

Original Tenor	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount
0	5,826	54,209,357.71	0.54%
1	12,743	300,036,074.95	2.97%
2	1,219	30,565,403.16	0.30%
3	6,264	135,708,956.09	1.34%
4	9,297	225,225,383.80	2.23%
5	21,515	897,906,076.64	8.87%
6	1,937	246,339,536.10	2.43%
7	4,587	903,573,349.36	8.93%
8	861	108,431,388.15	1.07%
9	323	89,109,203.97	0.88%
10	8,018	1,621,957,903.03	16.03%
11	507	101,652,243.35	1.00%
12	602	202,141,902.49	2.00%
13	202	53,668,625.29	0.53%
14	245	150,267,847.65	1.48%
15	11,727	3,628,342,742.88	35.86%
16	554	124,092,226.16	1.23%
17	164	70,534,584.93	0.70%
18	223	108,912,773.69	1.08%
19	89	42,526,479.45	0.42%
20	3,448	986,143,601.79	9.75%
21	133	29,685,777.54	0.29%
22	2	863,430.12	0.01%
25	15	7,069,321.31	0.07%
30	1	97,900.42	0.00%
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**

Table 23A:Top Borrower Group distribution

Ranking	Number of Reference Obligations	Reference Obligation Notional Amount (EUR)	% by Notional Amount	*Running Sum of Percentage*
1	3	55,023,728.00	0.54%	*0.54%*
2	5	37,070,000.00	0.37%	*0.91%*
3	2	35,506,904.49	0.35%	*1.26%*
4	61	33,048,703.38	0.33%	*1.59%*
5	29	30,848,003.96	0.30%	*1.89%*
6	2	30,208,812.74	0.30%	*2.19%*
7	5	26,735,716.48	0.26%	*2.46%*
8	4	26,052,182.08	0.26%	*2.71%*
9	5	23,815,300.00	0.24%	*2.95%*
10	1	23,617,500.00	0.23%	*3.18%*
11	2	23,200,004.00	0.23%	*3.41%*
12	8	21,581,253.41	0.21%	*3.62%*
13	9	19,869,259.33	0.20%	*3.82%*
14	21	19,281,223.55	0.19%	*4.01%*
15	5	18,583,309.30	0.18%	*4.19%*
16	4	18,575,501.09	0.18%	*4.38%*
17	6	17,937,499.84	0.18%	*4.56%*
18	10	17,534,231.10	0.17%	*4.73%*
19	2	16,207,200.00	0.16%	*4.89%*
20	40	16,191,692.00	0.16%	*5.05%*
21	4	15,919,859.32	0.16%	*5.21%*
22	20	15,430,346.00	0.15%	*5.36%*
23	15	15,385,891.19	0.15%	*5.51%*
24	6	15,338,992.15	0.15%	*5.66%*
25	7	15,303,213.00	0.15%	*5.81%*
TOTAL	**277**	**588,266,326.41**	**5.81%**	***5.81%***

Table 23B: Borrower - Group above 50 bps distribution (Table24)

						Loans Description		
Ranking Group ID						*Nr. Of Ref. Obligations*	*Ref Obligation Notional Amount (EUR)*	*% Ref. Obl. Not Amount*
1	**9921xxxx**					**3**	**55,023,728.00**	**0.54%**
		Borrower Id	*Segment*	*Region*	*ING Internal Risk Rating*	*Nr. Of Ref. Obligations*	*Ref Obligation Notional Amount (EUR)*	*%*
		22921xxxx	Mid-Corp	Bruxelles	KB11.1	1	37,577,778.00	68.29%
		26167xxxx	Mid-Corp	Bruxelles	KB08.1	1	11,500,000.00	20.90%
		9493xxxx	Mid-Corp	Limburg	KB10.1	1	5,945,950.00	10.81%
						3	**55,023,728.00**	

Table 24: Distribution by Facility Type

Facility Type	Committed	Number of reference Obligations	Reference Obligations Notional Amount (EUR)	% by Notional Amount	Undrawn Committed	Drawable Amount
Isolated	Yes	90,272	9,994,555,765.08	98.77%	0.00	0
RevolvingCreditFacility	No	141	7,606,691.83	0.08%	0.00	0
RevolvingCreditFacility	Yes	89	116,899,633.12	1.16%	6,142,147.47	0
TOTAL		**90,502**	**10,119,062,090.03**	**100.00%**	**6,142,147.47**	**0.00**

Table 25: Distribution Principal Grace Period

Product	Reference Obligations Notional Amount (EUR)	Reference Obligations Notional Amount Grace Period (EUR)	% by Notional Amount
Business Loan	4,254,477,582.74	0.00	0.00%
Investment Loan	5,760,356,437.88	168,068,749.10	2.92%
Roll-Over	104,228,069.41	0.00	0.00%
TOTAL	**10,119,062,090.03**	**168,068,749.10**	**1.66%**

Table 26A: Cover Distribution

Any Cover	Number of reference Entities	Number of reference Obligations	Reference Obligations Notional Amount (EUR)	% by Notional Amount	Collateral Amount
N	13,782	21,134	1,087,034,171.60	10.74%	0.00
Y	31,129	69,368	9,032,027,918.43	89.26%	19,115,882,608.90
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**	**19,115,882,608.90**

Table 26B: Cover Distribution: Mortgage

Type of Cover	Number of Reference Entities	Number of Reference Obligations	Reference Obligations Notional Amount (EUR)	% by Notional Amount	Amount Mortgage	Amount Mandate to Mortgage	Total Mortgage Covers
Mandate Only	3,260	7,058	1,107,073,967.63	10.94%	0.00	1,971,615,011.67	1,971,615,011.67
Mortgage and Mandate	10,721	27,025	5,604,777,893.25	55.39%	814,169,644.13	8,245,658,569.00	9,059,828,213.13
Mortgage Only	1,553	3,165	213,995,314.85	2.11%	364,191,364.64	0.00	364,191,364.64
No Mortgage / Mandate	29,377	53,254	3,193,214,914.30	31.56%	0.00	0.00	0.00
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**	**1,178,361,008.77**	**10,217,273,580.67**	**11,395,634,589.44**

Table 26C: Cover Distribution: LTI [5]

LTI Bucket	Number of Reference Entities	Number of Reference Obligations	Reference Obligations Notional Amount (EUR)	% by Notional Amount	Amount Mortgage	% LTI < 80% All loans with Mortgage
< 80%	2,110	3,837	177,191,377.92	1.75%	549,754,061.75	3.05%
80% - 100%	436	882	72,398,141.12	0.72%	80,819,646.80	0.00%
100% - 125%	311	765	54,935,321.92	0.54%	49,227,449.35	0.00%
> 125%	9,417	24,706	5,514,248,367.14	54.49%	498,559,850.87	0.00%
No Mortgage	32,637	60,312	4,300,288,881.93	42.50%	0.00	0.00%
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**	**1,178,361,008.77**	

[5] Loan to inscription value.

Table 26A: Cover Distribution:

Pledged Cash	Number of Reference Entities	Number of Reference Obligations	Reference Obligations Notional Amount (EUR)	% by Notional Amount	Cash Amount
N	44,702	89,983	10,020,981,115.11	99.03%	0.00
Y	209	519	98,080,974.92	0.97%	28,896,872.36
TOTAL	**44,911**	**90,502**	**10,119,062,090.03**	**100.00%**	**28,896,872.36**

Table 27: Performance distribution summary

Days in Arrear	Number of Reference Obligations	Reference Obligations Notional Amount (EUR)	% by Notional Amount	Principal in Arrear (EUR)	Interest in Arrear (EUR)
No Arrears	90,502	10,119,062,090.03	100.00%	0.00	0.00
TOTAL	**90,502**	**10,119,062,090.03**	**100.00%**	**0.00**	**0.00**

15.5 Data on static and dynamic historical default and loss performance of Receivables

Investors can access static data and dynamic data on the historical prepayment, arrears, default and loss performance for a period of at least 5 years for the SME Receivables under the Transaction described in this Prospectus on the website of European Data Warehouse at https://editor.eurodw.eu/home. This data has not been audited by any auditor.

SECTION 16

PAYMENTS

In order to provide for the payment of principal, interest and other amounts (if any) in respect of the Notes as the same shall become due, the Domiciliary Agent at the direction of the Administrator shall pay or cause to be paid to the National Bank of Belgium in Euro in same day funds on each date on which any payment in respect of the Notes becomes due, an amount sufficient to pay all amounts becoming due in respect of the Notes.

Upon receipt of such payment, the National Bank of Belgium 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.

If the due date for payment of any amount of principal or interest in respect of the Notes is not a Business Day, payment will be made on the next Business Day, but the Noteholders shall not be entitled to any further interest or other payment in respect of such delay.

SECTION 17

SUBSCRIPTION AND SALE OF THE NOTES

17.1 Subscription and Sale

The Manager will enter into a subscription agreement (the ***Subscription Agreement***) with the Issuer, the Seller and the Security Agent, pursuant to which the Manager will agree to subscribe for the Notes at their issue price on the Closing Date.

The Issuer and the Seller have each severally agreed to reimburse the Manager for certain of its costs and expenses in connection with the issue of the Notes. The Manager is entitled to terminate the offering of, and refuse receipt of acceptances in respect of, the Notes and be released and discharged from its obligations from the Subscription Agreement in certain circumstances at any time prior to or on the Closing Date. Any decision to terminate the offering early will be communicated promptly to the Issuer, the Seller, the Security Agent and those that have duly entered an acceptance. As a consequence of such termination, 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 sale of the Notes. The Issuer and the Seller have each agreed to indemnify the Manager against certain liabilities in connection with the offer and sale of the Notes.

ING Belgium NV/SA intends to purchase a substantial part of the Notes.

Sales (in any jurisdiction) only permitted to Eligible Holders

The Notes offered by the Issuer may only be subscribed, purchased or held by investors that are Eligible Holders.

Eligible Holders are investors that:

(a) are per se 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 2 to this Prospectus);

(b) have not registered to be treated as non-professional investors in accordance with Annex A, (I), second indent, of the Royal Decree of 19 December 2017 concerning further rules for implementation of the directive on markets in financial instruments;

(c) are not retail clients (as defined in the MiFID II);

(d) are not consumers (*consumenten/consommateurs*) within the meaning of the Economic Law Code; and

(e) they are holders of an exempt securities account (X-Account) with the Securities Settlement System operated by the National Bank of Belgium or (directly or indirectly) with a participant in such system.

In the event that the Issuer becomes aware that particular Notes are held by investors other than Qualifying Investors 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 held by Qualifying Investors.

The Manager has represented and agreed that in respect of the initial distribution, it has not and will not sell any Notes to parties who are not Qualifying Investors.

European Economic Area Standard Selling Restriction

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a ***Relevant Member State***), the Manager has 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, and that it will only make an offer of the Notes to the public in that Relevant Member State:

(a) to any legal entity which is a qualified investors as defined in the Prospectus Regulation;

(b) to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), as permitted under the Prospectus Regulation, subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or

(c) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 1 (4) of the Prospectus Regulation,

provided always that such offering shall be restricted to Eligible Holders only and that no such offer shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

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 Regulation in that Member State and the expression ***Prospectus Regulation*** means Regulation 2017/1129 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 Regulation.

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 Regulation.

17.2 United States of America

The Notes have not been and will not be registered under the U.S. 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.

17.3 United Kingdom

The Manager represents and agrees that:

(a) it has only communicated or caused to be communicated and it will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

17.4 Excluded Holders

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 BITC 1992).

Furthermore, no Notes may be acquired by a Belgian or foreign transferee (i) that qualifies as an "affiliated company" (within the meaning of Article 1:20 of the Company Code) of the Issuer, save where such transferee also qualifies as a "financial institution" referred to in Article 56, §2, 2° of the BITC 1992, or (ii) that qualifies as an "undertaking associated" (*entreprise associée/geassocieerde ondernemingen*) with the Issuer and/or a Borrower (within the meaning of Article 2, §1, 16° of the BITC 1992, when applicable) or (iii) which is part, with the Issuer and/or a Borrower, of the same undertaking (*même entreprise/dezelfde onderneming*) (within the meaning of Article 2, §1, 16° of the BITC 1992, when applicable) .

In addition, Notes may not be acquired by a foreign transferee being a resident of or having an establishment in a tax haven jurisdiction as referred to in Article 307, §1/2, first to third indent of the BITC1992.

Finally, Notes may not be acquired by a Belgian or foreign transferee acting, for the purposes of the Notes, through a bank account held with a credit institution located or having a permanent establishment in a tax haven jurisdiction as referred to in Article 307, §1/2, first to third indent of the Belgian Income Tax Code of 1992.

17.5 MiFID II Product Governance and the PRIIPS Regulation

The Notes issued will not be placed with "retail investors" in the European Economic Area. For these purposes, a retail investor means a person who is one (or more) of (i) a retail client as defined in point (11) of article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by regulation (EU) no 1286/2014 (the ***PRIIPS Regulation***) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii)

all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a ***distributor***) should take into consideration the manufacturers' target market assessment. However, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

17.6 General

The distribution of this Prospectus and the offering 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.

This Prospectus does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised. Persons into whose hands this Prospectus comes are required by the Issuer to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver the Notes or have in their possession or distribute such offering material in all cases at their own expense.

No general action has been or will be taken in any country or jurisdiction by the Issuer or the Manager that would permit a public offering of the Notes or possession or distribution of this Prospectus or any other offering material relating to the Notes in any country or jurisdiction where action for that purpose is required.

Accordingly, the Manager has undertaken that it will not, directly or indirectly, offer, sell or deliver Notes or distribute or publish any preliminary or other Prospectus, advertisement, marketing material or 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.

SECTION 18

USE OF PROCEEDS

The Issuer will use the proceeds from the issue of the Class A Notes and the Class B Notes, to pay to the Seller the Initial Purchase Price for the SME Receivable relating to the SME Loans included in the Initial Portfolio pursuant to the SRPA. Any rounding difference (as a result of the Note size and the purchase price of the SME Receivables) will be transferred to the GIC Account and is available to the Issuer as Replenishment Available Amount. See further *Section 11*. The proceeds from the issue of the Class C Notes will be deposited on the Reserve Account. The estimated net proceeds of the Notes is EUR 10,519,196,000.

SECTION 19

MEETINGS OF NOTEHOLDERS

19.1 General

The Conditions and the Pledge Agreement contain provisions for convening meetings of the Noteholders to consider matters affecting the interests of the Noteholders.

Articles 7:161 to 7:176 of the Company Code shall only apply to the extent the Conditions, the by-laws of the Issuer or the Transaction Documents do not contain provisions that differ from the provisions contained in such articles.

The Transaction Documents contain in particular, but without limitation, the following provisions that differ from the provisions of the Company Code:

(a) the board of directors or the Auditor will be required to convene a meeting of the Noteholders at the request of the Security Agent or of Noteholders representing not less than one-tenth of the aggregate Principal Amount Outstanding of the Notes;

(b) notwithstanding the provisions of article 7:165 of the Company Code, the notices in relation to meetings of the Noteholders will be published as set out in Condition 14 (*Notice to Noteholders*); and

(c) notwithstanding the provisions of article 7:162 of the Company Code, the meeting of Noteholders and the Security Agent shall have all the powers given to them in the Transaction Documents, including, but not limited to, those given to them in the Conditions.

Below is a summary of the rules concerning meetings of Noteholders set out in the Pledge Agreement and the Conditions. Save where provided otherwise or required otherwise by the content, these rules will apply to all meetings of Noteholders, whether meetings of holders of Class A Notes (***Class A Noteholders***), holders of Class B Notes (***Class B Noteholders***) or holders of Class C Notes (***Class C Noteholders***) .

19.2 Access to Meetings

Save as expressly provided otherwise herein, no person shall be entitled to attend or vote at any general meeting of the Noteholders unless he produces an appropriate voting certificate or block voting certificate which has been issued by its custodian.

The Security Agent and the Issuer (through their respective officers, employees, advisers, agents or other representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Noteholders. Proxyholders need not be Noteholders.

19.3 Quorums and majorities

The Pledge Agreement and Conditions contain 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 or the provisions of any of the Transaction Documents.

Where the business of a meeting includes a Basic Term Modification (as defined in Condition 13), the quorum at such meeting shall be one or more persons present in person holding Notes and/or voting certificates and/or being proxies and being or representing in the aggregate the holders of

75 per cent. or more of the aggregate Principal Amount Outstanding of the relevant Class of Notes at the time of the meeting. The quorum at any other meeting shall be one or more persons present in person holding Notes and/or voting certificates and/or being proxies and being or representing in the aggregate the holders of 50 per cent. or more of the aggregate Principal Amount Outstanding of the relevant Class of Notes at the time of the meeting.

At any adjourned meeting, other than a meeting convened at the request of the Noteholders, the presence quorum for:

(a) approving a Basic Term Modification at the general meeting shall be one or more persons present in person holding Notes and/or voting certificates and/or being proxies and being or representing in the aggregate the holders of not less than twenty-five (25) per cent. of the aggregate Principal Amount Outstanding of the relevant Class of Notes; and

(b) approving any other resolution shall be one or more persons present in person holding Notes and/or voting certificates and/or being proxies.

At any meeting (a) on a show of hands every Noteholder (being an individual) who is present in person and produces a declaration of a Securities Settlement System Participant of its Notes being blocked until that date of the meeting (***blocking certificate***) or is a proxy shall have one vote in respect of each Note and (b) on a poll every person who is so present shall have one vote in respect of each EUR 10,000 of Principal Amount Outstanding of Notes referred to on the blocking certificate or in respect of which that person is a proxy.

19.4 Binding resolutions

Any resolution passed at a meeting of the Noteholders of a particular Class duly convened and held in accordance with the Conditions shall be binding upon all the Noteholders of such Class whether present or not present at such meeting and whether or not voting, provided that:

(a) no Basic Term Modification (as defined in Condition 13.7 (*Basic Term Modification*)) shall be effective unless the modification is approved by a resolution with a majority consisting of not less than 75 per cent. of the votes cast of the Notes thereat, whether by show of hand or a poll (an ***Extraordinary Resolution***) passed at a general meeting of the Noteholders duly convened and held in accordance with the rules set out in Schedule 4 of the Pledge Agreement for approving a Basic Term Modification;

(b) no Extraordinary Resolution of the Class B Noteholders or the Class C Noteholders shall be effective unless (a) the Security Agent is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders; (b) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders; or (c) none of the Class A Notes remain outstanding;

(c) no Extraordinary Resolution of the Class C Noteholders shall be effective unless (a) the Security Agent is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and the Class B Noteholders; (b) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders and of the Class B Noteholders; or (c) none of the Class A Notes and the Class B Notes remain outstanding

(d) any resolution passed at a meeting of the Class A Noteholders duly convened and held as aforesaid shall also be binding upon all the Class B Noteholders and the Class C Noteholders irrespective of its effect upon such persons, except an Extraordinary Resolution to sanction a Basic Term Modification, which shall not take effect unless it shall

have been sanctioned by an Extraordinary Resolution of the Class B Noteholders and the Class C Noteholders; and

(e) any resolution passed at a meeting of the Class B Noteholders duly convened and held as aforesaid shall also be binding upon all the Class C Noteholders irrespective of its effect upon such persons, except an Extraordinary Resolution to sanction a Basic Term Modification, which shall not take effect unless it shall have been sanctioned by an Extraordinary Resolution of Class C Noteholders

A resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a general meeting in accordance with the provisions contained in the conditions shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions contained in the Conditions.

19.5 Powers of the Meeting

The meeting shall have all the powers expressly given to it in the Conditions, the by-laws of the Issuer, the Pledge Agreement or any other Transaction Document. The following powers may only be exercised by way of an Extraordinary Resolution:

(a) power to sanction any proposal by the Issuer for any alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer, whether such rights shall arise under the Conditions, the Notes or otherwise;

(b) power to sanction the exchange or substitution of the Notes or the conversion of the Notes into shares, stock, convertible Notes, or other obligations or securities of the Issuer or any other body corporate formed or to be formed;

(c) power to assent to any alteration of the provisions contained in these Conditions, the Notes, the Pledge Agreement or any of the Transaction Documents or which shall be proposed by the Issuer and/or the Security Agent;

(d) power to authorise the Security Agent to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

(e) power to discharge or exonerate the Security Agent from any liability in respect of any act or omission for which the Security Agent may have become responsible under or in relation to these Conditions, the Notes, the Pledge Agreement or any of the Transaction Documents;

(f) power to give any authority, direction or sanction, which under the provisions of the Conditions or the Notes is required to be given by Extraordinary Resolution;

(g) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;

(h) power to sanction the release of the Issuer or of the whole or any part of the Collateral from all or any part of the principal moneys and interest owing in respect of the Notes; and

(i) power to authorise the Security Agent or any receiver appointed by it where it or he shall have entered into possession of the Collateral or otherwise enforced the Security in relation

thereto to discontinue enforcement of any security constituted by the Pledge Agreement either unconditionally or upon any Conditions.

19.6 Compliance

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.

19.7 Conflict of interest

In order to avoid any potential conflict of interest, if and as long as any Notes are held by ING or any of its affiliates (***ING Related Noteholders)***, all quorums and voting majorities set out above required to pass a Noteholders' resolution, will have to be met in respect of the group consisting of ING Related Noteholders, on the one hand, and the group of all other Noteholders (excluding the ING Related Noteholders), on the other hand.

SECTION 20

RELATED PARTY TRANSACTIONS – MATERIAL CONTRACTS

20.1 Seller

The SME Loans have been originated by the Seller. For a description of the Seller, see *Section 13 (The Seller)* above.

Under the SRPA, the Issuer will on the Closing Date and on any Business Day thereafter up to the Last Replenishment Date (included), purchase and accept the transfer by way of assignment of legal title to the SME Receivables relating to the SME Loans and Loan Security. For a description of the SRPA, see above in *Section 11.*

20.2 Servicer

The Seller has been appointed as Servicer. For a description of the Seller, see *Section 13 (The Seller)* above.

Pursuant to the Servicing Agreement the Seller has been appointed as Servicer and, in this capacity as Servicer, will agree to provide loan administration and collection services and the other services as agreed in the Servicing Agreement in relation to the SME Loans.

Under the Servicing Agreement the Servicer will be entitled to delegate the performance of its obligations thereunder to a sub-contractor, agent or delegate. The Servicer shall thereby however not be released or discharged from any liability under the Servicing Agreement and shall remain responsible for the performance of the obligations of the Servicer thereunder and the performance or non-performance or the manner of performance of any sub-contractor, agent or delegate of any of the Services shall not affect the Servicer's obligations thereunder. For a description of the Servicing Agreement, see above in *Section 13*.

In consideration of the Servicer's agreement to carry out certain services as agreed in the Servicing Agreement, the Issuer shall pay quarterly in arrears on each Quarterly Payment Date to the Servicer a servicing fee of five (5) bps per annum calculated over the aggregate Current Balance of all SME Loans as determined at the beginning of the relevant Collection Period (or, in respect of the first Quarterly Payment Date, the Cut-Off Date).

In certain circumstances, the Security Agent or the Issuer (with the prior consent of the Security Agent) may terminate the appointment of the Servicer.

The Servicer may have a conflict of interest resulting from its responsibilities as Servicer for the Issuer pursuant to the Servicing 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 Servicing Agreement. The Servicing 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 Servicing Agreement contains certain specific undertakings to protect the interests of the Issuer.

20.3 Security Agent

Stichting Security Agent Belgian Lion is a foundation (*stichting*) incorporated under the laws of the Netherlands on 31 December 2008, with its registered office at Basisweg 10, 1043 AP Amsterdam, the Netherlands has been appointed as representative of the Noteholders and as agent of the Secured Parties on terms and subject to the conditions set out in the Security Agent Agreement.

The Issuer shall pay to the Security Agent for the performance of the Security Agent Services as described in the Pledge Agreement a fixed annual fee of Euro 5,380.50 (exclusive of VAT (if any), to be increased annually with a percentage equal to the Dutch Consumer Price Index ("*Geharmoniseerd indexcijfer der consumptieprijzen"*) and charged by the Security Agent for any security agent services it provides to this compartment of the Issuer) payable in advance starting from the Closing Date (and for the calendar year 2022 a pro rated fee shall be payable in advance). For any out-of-scope services not covered under the Security Agent Services, additional fees may be charged by the Security Agent as agreed from time to time with the Issuer.

The Security Agent may be replaced in accordance with Condition 12.6 (*Replacement of the Security Agent*).

20.4 Administrator and Corporate Services Provider

ING Belgium has been appointed as Administrator. Under the Administration Agreement, the Administrator will agree to provide certain administration, calculation and cash management services for the Issuer and the Accounting Services Provider will agree to provide certain accounting and bookkeeping services for the Issuer.

The Issuer shall pay to the Administrator an annual fee of EUR 30,000.00 per annum, exclusive of VAT (if any) which shall be paid quarterly in arrears on each Quarterly Payment Date starting on the first Quarterly Payment Date falling in 26 February 2023. 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 Administration Agreement.

In certain circumstances, the Security Agent or the Issuer (with the prior consent of the Security Agent) may terminate the appointment of the Administrator.

20.5 Corporate Services Provider and Accounting Services Provider

ING Belgium has been appointed as Corporate Services Provider and as Accounting Services Provider. Under the Corporate Services Agreement, the Corporate Services Provider and the Accounting Services Provider will agree to provide general corporate services to support the Issuer in terms of the corporate and bookkeeping management of the Issuer. For a description of ING Belgium, see *Section 13 (The Seller)* above.

The Issuer shall pay to the Corporate Services Provider an annual fee of EUR 10,000 per annum, exclusive of VAT (if any) which shall be paid annually in advance on the first Quarterly Payment Date of each calendar year (except for the calendar year 2022, for which a pro rated fee shall be payable on the Quarterly Payment Date falling in 2023).

The Issuer shall pay to the Accounting Services Provider an annual fee of EUR 15,000 per annum, exclusive of VAT (if any) which shall be paid quarterly in arrears on each Quarterly Payment Date starting on the first Quarterly Payment Date falling in 26 February 2023.

In addition, the Issuer will reimburse to the Corporate Services Provider and the Accounting Services Provider all reasonable out-of pocket costs, expenses and charges properly incurred by the Corporate Services Provider or the Accounting 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 Corporate Services Agreement.

In certain circumstances, the Security Agent or the Issuer (with the prior consent of the Security Agent) may terminate the appointment of the Corporate Services Provider and/or the Accounting Services Provider.

20.6 GIC Provider

Pursuant to the GIC Agreement ING Belgium has been appointed as the GIC Provider to hold the Issuer Accounts. For a description of ING Belgium, see *Section 13 (The Seller)* above.

The Issuer may at any time (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 written notice terminate the appointment of the GIC Provider with immediate effect upon the occurrence of certain events.

If at any time the ratings of the GIC Provider fall below the Required Minimum Ratings (or such ratings are withdrawn) or ceases to be authorised to conduct business in Belgium, then the GIC Provider will immediately inform the Issuer and the Administrator thereof and the GIC Provider and the Issuer will within thirty (30) (or sixty (60) days in case only a downgrade of the Fitch required ratings occurs) calendar days respectively as from the rating downgrade of the GIC Provider or the withdrawal of the relevant authorisation(s) (i) procure the transfer of each of the Issuer Accounts to another bank or banks approved in writing by the Security Agent in respect of which the Required Minimum Ratings is satisfied and which are credit institutions authorised to conduct business in Belgium; or (ii) find a third party with the Required Minimum Ratings to guarantee the obligations of the GIC Provider.

20.7 Domiciliary Agent, Listing Agent and Calculation Agent

ING Belgium has been appointed as Domiciliary Agent and Listing Agent. For a description of ING Belgium, see *Section 13 (The Seller)* above. Under the Domiciliary 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 Domiciliary Agency Agreement. The Domiciliary Agent will also perform the tasks described in the Clearing Agreement, which comprise inter alia providing the Securities Settlement System Operator with information relating to the issue of Notes, the Prospectus and other documents required by law. The Listing Agent will cause an application to be made to Euronext Brussels for the admission to trading of the Notes.

ING Belgium. has been appointed as Calculation Agent. The Calculation Agent shall determine rates of interest and perform other duties in respect of the Notes as set out in the Conditions and the Domiciliary Agency Agreement.

The Issuer and each of these agents may at any time, subject to prior written notice, terminate the appointment of a relevant agent. 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 a suitable replacement has been appointed.

20.8 Rating Agencies

Fitch and Moody’s have been requested to rate the Notes.

20.9 Securities Settlement System Operator

Pursuant to the Clearing Agreement, the National Bank of Belgium as operator of the Securities Settlement System will admit the notes to the Securities Settlement System.

20.10 General – Disruption of services performed by Transaction Parties

If, due to an operational or technical failure (***Disruption***) (for the avoidance of doubt, such failure not relating to the financial position of such party), the Issuer, the Security Agent, the Servicer, the Administrator, the Domiciliary Agent, the GIC Provider and/or any other transaction party (such a party an ***Affected Party***) cannot properly perform its obligations as agreed under the relevant Transaction Documents if and when due, such Affected Party shall use its best efforts to perform such obligations as soon as possible after the occurrence of such Disruption.

If a Disruption has occurred and no information is available to calculate the exact amount due on the Notes, the Administrator shall in good faith and in a commercially reasonable manner, having regard to all relevant information at the Administrator's disposal (which for the avoidance of doubt may, but need not, include information in relation to previous Collection Periods and Quarterly Payment Dates) (a) make an estimate of the amount due on the Notes on the immediately succeeding Quarterly Payment Date, (b) determine the amount available to it to satisfy such amount (estimated to be) due and payable, and (c) pay such amount estimated due and payable up to the amount available to it at the relevant Quarterly Payment Date. Any amount overpaid at such time (the ***Disruption Overpaid Amount***) shall be withheld from the payments to be made on the following Quarterly Payment Date. Any amount underpaid at such time (the ***Disruption Underpaid Amount***) shall be paid on the next succeeding Quarterly Payment Date.

SECTION 21

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.*

The issue of EUR 600,000,000 Class A1 SME Asset-Backed Floating Rate Notes due July 2061 (the ***Class A1 Notes***), the EUR 1,000,000,000 Class A2 SME Asset-Backed Floating Rate Notes due July 2061 (the ***Class A2 Notes,*** the EUR 5,397,500,000 Class A3 SME Asset-Backed Fixed Rate Notes due July 2061 (the ***Class A3 Notes*** and together with the Class A1 Notes and the Class A2 Notes, the ***Class A Notes***), the EUR 3,121,750,000 Class B SME Asset-Backed Fixed Rate Notes due July 2061 (the ***Class B Notes***, the EUR 400,000,000 Class C SME Asset-Backed Fixed Rate Notes due July 2061 (the ***Class C Notes*** and together with the Class A Notes, the Class B Notes and the Class C Notes, the ***Notes***), has been authorised by a resolution of the board of directors of Belgian Lion NV/SA, an *institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge* (an institutional company for investment in receivables under Belgian law) (the ***Issuing Company***), acting through its Compartment Belgian Lion SME IV (the ***Issuer***) adopted on or about 27 October 2022. The Notes are issued in accordance with a domiciliary agency agreement to be entered into on or before the Closing Date (the ***Domiciliary Agency Agreement***) between the Issuer, ING Belgium NV/SA (the ***Domiciliary Agent*** and the ***Calculation Agent***) and Stichting Security Agent Belgian Lion (the ***Security Agent***) as security agent for, *inter alios*, the holders for the time being of the Notes (the ***Noteholders***).

The Issuing Company is organised into separate Compartments and new Compartments may be constituted. The Notes and the Transaction Documents (as defined below) are exclusively allocated to Compartment Belgian Lion SME IV of the Issuing Company and the rights thereunder will not be recoverable from any other Compartment or any assets of the Issuing Company other than those allocated to its Compartment Belgian Lion SME IV.

The Notes are secured by the security created pursuant to, and on the terms set out in, a Belgian law pledge agreement establishing security over certain assets of the Issuer (the ***Pledge Agreement***) to be entered into on or before the Closing Date between, *inter alios*, the Issuer, the Security Agent, the Seller and the Servicer.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the following documents:

(a) the Domiciliary Agency Agreement;

(b) the Pledge Agreement;

(c) the administration agreement (the ***Administration Agreement***) to be entered into on or before the Closing Date between the Issuer, the Security Agent and ING Belgium N.V./S.A. (***ING***) in its capacity as administrator (the ***Administrator***) and in its capacity as accounting services provider (the ***Accounting Services Provider***);

(d) the corporate services agreement (the ***Corporate Services Agreement***) entered into on 12 January 2009 between the Issuing Company, the Security Agent and ING in its capacity as corporate services provider (the ***Corporate Services Provider***) and to be amended and restated on or before the Closing Date;

(e) the GIC agreement (the ***GIC Agreement***) to be entered into on or before the Closing Date between, *inter alios*, the Issuer, the Security Agent and ING in its capacity as the GIC provider (the ***GIC Provider***);

(f) the servicing agreement (the ***Servicing Agreement***) to be entered into on or before the Closing Date between the Issuer, the Security Agent and ING in its capacity as the servicer (the ***Servicer***);

(g) the SME Receivables Purchase Agreement (the ***SRPA***) to be entered into on or before the Closing Date between ING in its capacity as seller (the ***Seller***), the Security Agent and the Issuer;

(h) the clearing agreement (the ***Clearing Agreement***) to be entered into on or before the Closing Date between the Issuer, the Domiciliary Agent and the Securities Settlement System Operator;

(i) the master definitions agreement (the ***Master Definitions Agreement***) to be entered into on or before the Closing Date between, *inter alios,* the Issuer, the Seller and the Security Agent;

(j) the transparency reporting agreement (the ***Transparency Reporting Agreement***) to be entered into on or before the Closing Date between the Issuer, the Security Agent and the Reporting Entity;

(k) the amended and restated issuer management agreements (the ***Issuer Management Agreements***) entered into on or before the Closing Date between the Issuer, the Security Agent and each of the Issuer Directors;

(l) the amended and restated Stichting Holding Belgian Lion management agreements (the ***Stichting Holding Belgian Lion Management Agreements***) entered into on or before the Closing Date between Stichting Holding Belgian Lion, the Security Agent and each of the Stichting Holding Directors; and

(m) the Security Agent management agreement (the ***Security Agent Management Agreement***) entered into on 12 January 2009 between the Security Agent and the Security Agent Director,

(together with all other agreements, forms and documents executed pursuant to or in relation to such documents collectively, the ***Transaction Documents***).

Copies of the Domiciliary Agency Agreement, the Pledge 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 Transaction Documents.

Any reference in these Conditions to any Transaction Document, is to such document, as may be from time to time amended, varied or novated in accordance with its provisions and includes any deed or other document expressed to be supplemental to it, as from time to time so amended. References to the Transaction Parties shall, where the context permits, include references to its successors, transferees and permitted assigns.

1. Form, denomination, title, Transfer and Holding Restrictions

1.1. Form

(a) The Notes are issued in dematerialised form under the Company Code as amended from time to time. The Notes are accepted for clearance through the securities settlement system operated by the National Bank of Belgium or any successor thereto (the ***Securities Settlement System***), and are accordingly subject to the Belgian law of 6 August 1993 on transactions in certain securities, its implementing Belgian Royal Decrees of 26 May 1994 and 14 June 1994 and the terms and conditions of the Securities Settlement System and its annexes, as issued or modified by the NBB from time to time.

(b) 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 successor Securities Settlement System Operator or any additional clearing system and additional Securities Settlement System Operator (any such clearing system, an ***Alternative Clearing System***).

(c) 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.

1.2. Denomination

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

1.3. Title and transfer

(a) 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.

(b) 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.

(c) Each person who is for the time being shown in the records of the Securities Settlement System 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 7:38 thereof.

1.4. Selling, Holding and Transfer Restrictions - Only Eligible Holders

(a) The Notes may only be acquired, by subscription, transfer or otherwise and may only be held by Eligible Holders. ***Eligible Holders*** are holders who satisfy each of the following criteria:

(iv) they are per se 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 (a ***Qualifying Investor***), acting for their own account;

(v) they have not registered to be treated as non-professional investors in accordance with Annex A, (I), second indent, of the Royal Decree of 19 December 2017 concerning further rules for implementation of the directive on markets in financial instruments;

(vi) they are not retail clients (as defined in the Markets in Financial Instruments Directive 2014/65/EU, as amended);

(vii) they are not consumers (*consumenten/consommateurs*) within the meaning of the Economic Law Code;

(viii) they are holders of an exempt securities account (X-Account) with the Securities Settlement System operated by the National Bank of Belgium or (directly or indirectly) with a participant in such system.

(b) The Notes may not be acquired by an Excluded Holder. An ***Excluded Holder*** means an investor that satisfies any of the following criteria:

(i) 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, §1, 11° of the BITC 1992);

(ii) a a Belgian or foreign transferee (i) that qualifies as an "affiliated company" (within the meaning of Article 1:20 of the Company Code) of the Issuer, save where such transferee also qualifies as a "financial institution" referred to in Article 56, §2, 2° of the BITC 1992, or (ii) that qualifies as an "undertaking associated" (*entreprise associée/geassocieerde ondernemingen*) with the Issuer and/or a Borrower (within the meaning of Article 2, §1, 16° of the BITC 1992, when applicable) or (iii) which is part, with the Issuer and/or a Borrower, of the same undertaking (*même entreprise/dezelfde onderneming*) (within the meaning of Article 2, §1, 16° of the BITC 1992, when applicable);

(iii) a foreign transferee being a resident of or having an establishment in a tax haven jurisdiction as referred to in Article 307, §1/2, first to third indent of the BITC1992; or

(iv) a Belgian or foreign transferee acting, for the purposes of the Notes, through a bank account held with a credit institution located or having a permanent establishment in a tax haven jurisdiction as referred to in Article 307, §1/2, first to third indent of the Belgian Income Tax Code of 1992.

(c) In the event that the Issuer becomes aware that any Notes are held by an investor that is not an Qualifying Investor in breach of the above requirement, the Issuer will suspend interest payments relating to these Notes until such Notes have been transferred to, and are held by a Qualifying Investor.

2. STATUS, SECURITY AND PRIORITY

2.1. Status and Priority

(a) The Class A1 Notes constitute direct, secured and unconditional obligations of the Issuer and rank (subject to the provisions of Condition 10 (*Subordination*)) *pari passu* without preference or priority amongst themselves. The rights of the Class A1 Notes, in respect of priority of payment and security are set out in this Condition 2 (Status, Security and Priority) and in Condition 10 (*Subordination*).

(b) The Class A2 Notes constitute direct, secured and unconditional obligations of the Issuer and rank (subject to the provisions of Condition 10 (*Subordination*)) *pari passu* without preference or priority amongst themselves. The rights of the Class A2 Notes, in respect of priority of payment and security are set out in this Condition 2 (Status, Security and Priority) and in Condition 10 (*Subordination*).

(c) The Class A3 Notes constitute direct, secured and unconditional obligations of the Issuer and rank (subject to the provisions of Condition 10 (*Subordination*)) *pari passu* without preference or priority amongst themselves. The rights of the Class A3 Notes, in respect of priority of payment and security are set out in this Condition 2 (Status, Security and Priority) and in Condition 10 (*Subordination*).

(d) The Class B Notes constitute direct and unconditional obligations and are equally secured by the Security as the Class A Notes. The Class B Notes rank *pari passu*, without preference or priority amongst themselves. The Class B Notes are subordinated to the Class A Notes in the event of the Security being enforced as well as prior to such event, as set out in this Condition 2 (Status, Security and Priority) and in Condition 10 (*Subordination*).

(e) The Class C Notes constitute direct and unconditional obligations and are equally secured by the Security as the Class A Notes and Class B Notes. The Class C Notes rank *pari passu*, without preference or priority amongst themselves. The Class C Notes are subordinated to the Class A Notes and Class B Notes in the event of the Security being enforced as well as prior to such event, as set out in this Condition 2 (Status, Security and Priority) and in Condition 10 (*Subordination*).

(f) The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any of the other parties to the Transaction Documents.

(g) The Notes are allocated exclusively to Compartment Belgian Lion SME IV.

2.2. Security

(a) As Security for the obligations of the Issuer under the Notes and the Transactions Documents, the Issuer will pursuant to the Pledge Agreement, create a first ranking pledge in favour of the Secured Parties, including the Security Agent acting in its own name, as representative of the Noteholders over:

(i) all right and title of the Issuer to and under or in connection with all the SME Receivables, all Loan Security and all the Additional Security;

(ii) all right and title of the Issuer to and under all the Transaction Documents and all other documents to which the Issuer is a party;

(iii) the Issuer's right and title in and to the Issuer Accounts and any amounts standing to the credit thereof from time to time; and

(iv) all other assets of the Issuer (including, without limitation, the Loan Documents, the Contract Records and any other documents).

(b) The security created by the Issuer (in favour of all the Secured Parties) pursuant to the Pledge Agreement is collectively referred to herein as the ***Security***. The assets over which the Security is created are referred to herein as the ***Collateral***. The Collateral will, amongst other things, provide security for the Issuer's obligation to pay amounts due to the Secured Parties under the Transaction Documents, including amounts payable to:

(i) the Noteholders;

(ii) the Security Agent under the Pledge Agreement;

(iii) the Servicer under the Servicing Agreement;

(iv) the Administrator and the Accounting Services Provider under the Administration Agreement and the Corporate Services Provider under the Corporate Services Agreement;

(v) the Seller under the SRPA;

(vi) the GIC Provider under the GIC Agreement;

(vii) the Domiciliary Agent and the Calculation Agent under the Domiciliary Agency Agreement;

(viii) the Listing Agent; and

(ix) the Issuer Directors under the Issuer Management Agreements,

(all such beneficiaries of such security referred to as the ***Secured Parties***), in accordance with the applicable Priority of Payments, but only to the extent that such amounts have been properly and specifically allocated to Compartment Belgian Lion SME IV.

(c) The Noteholders will be entitled to the benefit of the Pledge Agreement 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 and to exercise the rights arising under the Pledge Agreement for the benefit of the Noteholders and the other Secured Parties.

(d) The Pledge Agreement also contains provisions regulating the priority of the application of amounts forming part of the Security among the persons entitled thereto.

2.3. Pre-enforcement Interest Priority of Payments

(a) On each Quarterly Calculation Date, the Administrator shall calculate the amount of interest funds which will be available to the Issuer in the Transaction Account on the following Quarterly Payment Date.

(b) The interest funds available shall be calculated by reference to the interest receipts received in respect of any relevant Quarterly Payment Date, as from the period from (and including) the first (1st) calendar day of the month in which the immediately preceding

Quarterly Payment Date fell to (but excluding) the first (1st) calendar day of the month in which such relevant Quarterly Payment Date falls shall be the Collection Period, except for the first Collection Period which shall be, in relation to interest receipts, the period from (and including) 4 November 2022 to (but excluding) 1 February 2023 and, in relation to principal receipts, the period from (and including) 30 July 2022 to (but excluding) 1 February 2023. Such interest funds (the ***Interest Available Amount***) shall be the sum of the following:

(i) any interest on the SME Receivables and any Prepayment Penalties and default interest under the SME Receivables received by the Issuer;

(ii) any interest accrued on sums standing to the credit of the Transaction Account, the Reserve Account and the Expenses Account;

(iii) Amounts to be drawn from the Reserve Account on the immediately succeeding Quarterly Payment Date in order to satisfy payment under items (i) to and including (v) of the Interest Priority of Payments;

(iv) the aggregate amount of the net proceeds of Foreclosure Procedures in respect of any SME Loan (Net Proceeds) to the extent such proceeds do not relate to principal;

(v) the aggregate amount of any amounts received:

(A) in respect of a repurchase by the Seller under the SRPA; and

(B) in respect of any other amounts received by the Issuer under the SRPA in connection with the SME Receivables;

in each case, to the extent such amounts do not relate to principal amounts; and

(vi) any amounts received in respect of Foreclosed Loans (the ***Recoveries***) to the extent such amount relate to interest;

(vii) on the Final Redemption Date or, if earlier, the Quarterly Payment Date on which the Class A Notes and the Class B Notes are redeemed in full and any other obligations have been paid in full, the remaining balance standing to the credit of the Transaction Account and the Reserve Account (if any) which is not included in items (i) up to and including (vi) above on such Quarterly Payment Date;

(viii) any amounts (as indemnity for losses of scheduled interest on the SME Loans as a result of Commingling Risk or as a result of Set-Off Risk) to be received from the Risk Mitigation Deposit Amount in accordance with clause 6.10 of the SRPA, which are to be transferred from the Risk Mitigation Deposit Account to the Transaction Account;

(ix) after the occurrence of a Stop Replenishment Event or after the First Optional Redemption Date, any Principal Available Amount available on the immediately following Quarterly Payment Date in or towards making good any shortfall in the Interest Available Amount (not taking into account this item (ix), but after drawing amounts from the Reserve Account as referred to in item (iii) avove) to pay the any amounts owed under items (i) to (v) (including) of the Interest Priority of Payments),

minus,

funds deducted from the Transaction Account during the applicable Collection Period in accordance with Condition 2.4.

(c) On each Quarterly Payment Date prior to the issuance of an Enforcement Notice, the Administrator, on behalf of the Issuer, shall apply the Interest Available Amount in making the following payments or provisions, in the following order of priority (in each case, only if, and to the extent that the Transaction Account would not be overdrawn, and to the extent that payments or provisions of a higher order or priority have been made in full, and to the extent that such liabilities are due by and recoverable against the Issuer) (the ***Interest Priority of Payments***):

(i) *first*, in or towards satisfaction of all amounts due and payable to the Security Agent;

(ii) *second*, in or towards satisfaction of, *pari passu* and *pro rata*:

(A) all amounts due and payable to the Administrator (or Back-up Administrator);

(B) all amounts due and payable to the Servicer;

(C) all amounts due and payable to the Corporate Services Provider and the Accounting Services Provider; and

(D) all amounts due and payable to the Issuer Directors, if any;

(iii) *third*, in or towards satisfaction of, *pari passu* and *pro rata* (and, as far as Third Party Expenses are concerned, to the extent not yet paid out of the Expenses Account):

(A) all amounts due and payable to the National Bank of Belgium in relation to the use of Securities Settlement System;

(B) all amounts due and payable to the FSMA;

(C) all amounts due and payable to Euronext Brussels;

(D) all amounts due and payable to the CFI (*Controledienst voor Financiële Informatie/Service de Contrôle de l'Information Financière*);

(E) all amounts due and payable to the Auditor;

(F) all amounts due and payable to the Rating Agencies;

(G) all amounts due and payable to the GIC Provider;

(H) all amounts due and payable to the Domiciliary Agent;

(I) all other amounts due and payable to third parties for any payment of the Issuer's liability, if any, for taxes; and

(J) all amounts that the Administrator certifies are due and payable by the Issuer to third parties (other than any Secured Parties) that are not yet included in items (A) to (I) above in the normal course of its business conducted in accordance with its by-laws and the Transaction Documents;

(iv) *fourth*, in or towards satisfaction of any amount to be deposited on the Expenses Account to replenish the Expenses Account up to the amount of the Expenses Account Target Level;

(v) *fifth,* in or towards satisfaction of, *pari passu* and *pro rata,* (a) all amounts of Accrued Interest due in respect of the Class A1 Notes; (b) all amounts of Accrued Interest due in respect of the Class A2 Notes; and (c) all amounts of Accrued Interest due in respect of the Class A3 Notes;

(vi) *sixth,* in or towards satisfaction of any amount to be deposited on the Reserve Account to replenish the Reserve Account up to the amount of the Reserve Account Target Level;

(vii) *seventh*, in or towards satisfaction of all amounts debited to the Class A Principal Deficiency Ledger, until any debit balance on the Class A Principal Deficiency Ledger is reduced to zero;

(viii) *eighth*, in or towards satisfaction of, *pari passu* and *pro rata*, all amounts of Accrued Interest in respect of the Class B Notes

(ix) *ninth*, in or towards satisfaction of all amounts debited to the Class B Interest Deficiency Ledger, until any debit balance on the Class B Interest Deficiency Ledger is reduced to zero;

(x) *tenth*, in or towards satisfaction of all amounts debited to the Class B Principal Deficiency Ledger, until any debit balance on the Class B Principal Deficiency Ledger is reduced to zero;

(xi) *eleventh*, in or towards satisfaction of, *pari passu* and *pro rata*, all amounts of Accrued Interest in respect of the Class C Notes;

(xii) *twelfth*, in or towards satisfaction of all amounts debited to the Class C Interest Deficiency Ledger, until any debit balance on the Class C Interest Deficiency Ledger is reduced to zero;

(xiii) *thirteenth,* in or towards satisfaction of all amounts of principal outstanding in respect of the Class C Notes until redeemed in full;

(xiv) *fourteenth*, in or towards satisfaction of the Deferred Purchase Price then due and payable to the Seller,

2.4. Payments During Any Interest Period

Provided no Enforcement Notice has been given, amounts due and payable by the Issuer in respect of:

(i) obligations incurred under the Issuer's business to third parties (other than to the Secured Parties as provided for in the Transactions Documents)(the ***Third Party Expenses***); and

(ii) payments to the Servicer of any amount previously credited to the Issuer Accounts in error;

may be paid by the Issuer on a date that is not a Quarterly Payment Date provided:

(i) as far as the Third Party Expenses are concerned, there are sufficient funds available in the Expenses Account; and

(ii) as far as the payments under (ii) are concerned, there are sufficient funds available in the Transaction Account.

2.5. Pre-enforcement Principal Priority of Payments

(a) On each Quarterly Calculation Date, the Administrator will calculate the amount of the principal funds which will be available to the Issuer in the Transaction Account on the following Quarterly Payment Date to satisfy its obligations under the Notes. The principal funds available shall be calculated by reference to the principal receipts received in the relevant Collection Period (or, in respect of the first Quarterly Calculation Date, by reference to the first Collection Period which for these purposes only will be deemed to have started, as far as the Business Loans are concerned, on 30 July 2022 (inclusive), as far as the Investment Credits are concerned, on 30 July 2022 (inclusive) and as far as the Roll Over Term Loans are concerned, on 30 July 2022. Such principal funds (the ***Principal Available Amount***) shall be the sum of the following:

(i) the aggregate amount of any repayment and prepayment of principal amounts under the SME Receivables from any person, whether by set-off or otherwise (but excluding Prepayment Penalties, if any), including, in relation to any Roll Over Term Loan, the aggregate principal amount of all advances under such Roll Over Term Loan for which a roll-over date occurred during the relevant Collection Period expired (regardless of whether such advances were extended by way of a roll-over on such roll-over date);

(ii) the aggregate amount of any Net Proceeds in respect of any SME Receivables, to the extent such proceeds relate to principal amounts;

(iii) the aggregate of any amounts received:

(A) in respect of a repurchase of SME Receivable by the Seller under the SRPA; and

(B) in respect of any other amounts received by the Issuer under the SRPA in connection with the SME Receivables;

in each case, to the extent such amounts relate to principal amounts;

(iv) any amounts to be credited to the Principal Deficiency Ledgers on the immediately following Quarterly Payment Date pursuant to items (vii) and (x) of the Interest Priority of Payments;

(v) any Recoveries, to the extent they relate to principal amounts;

(vi) any amounts (as indemnity for losses of scheduled principal payments on the SME Loans as a result of Commingling Risk or as a result of Set-Off Risk) to be received from the Risk Mitigation Deposit Amount in accordance with clause 6.2 of the SRPA, which are to be transferred from the Risk Mitigation Deposit Account to the Transaction Account; and

(vii) any other Principal Available Amount calculated on the immediately preceding Quarterly Calculation Date which has not been applied towards satisfaction of the

items set forth in the Principal Priority of Payments on the immediately preceding Quarterly Payment Date;

minus,

(viii) in relation to any Roll Over Term Loan, the aggregate principal amount of all advances resulting from extension of such advances by way of a roll-over that occurred during the relevant Collection Period; and

(ix) on each Quarterly Calculation Date related to a Quarterly Payment Date prior to the Last Replenishment Date, an amount equal to the part of the Replenishment Available Amount applied by the Issuer to the purchase of New SME Receivables on the immediately succeeding Quarterly Payment Date or which the Issuer decides to keep on the Transaction Account with a view to purchase New SME Receivables after that Quarterly Payment Date.

(b) On each Quarterly Payment Date prior to the Revolving Period End Date (excluding) (and provided (i) no Enforcement Notice has been issued and (ii) no Notification Event has occurred), the Issuer may (but is not obliged to), apply the Principal Available Amount (if any) to redeem the Notes (save, in case the Replenishment Available Amount held in the Transaction Account on such date, other than the first Quarterly Payment Date, exceeds EUR 600 million, the Issuer shall have the obligation to apply part of the Replenishment Available Amount in excess of EUR 600 million to redeem the Notes). On each Quarterly Payment Date falling (A)(i) on or after the Revolving Period End Date or (ii) after the occurrence of a Notification Event and (B) prior to the issuance of an Enforcement Notice, the Issuer shall however be obliged to apply the Principal Available Amount (if any) to redeem the Notes. If applied, the Principal Available Amount shall be applied in making the following payments or provisions in the following order of priority (in each case, only if, and to the extent that the Transaction Account would not be overdrawn, and to the extent that payments or provisions of a higher order or priority have been made in full, and to the extent that such liabilities are due by and recoverable against the Issuer) (the ***Principal Priority of Payments***):

(i) *first*, but only after the occurrence of a Stop Replenishment Event or after the First Optional Redemption Date, in or towards satisfaction making good any shortfall in the Interest Available Amount (not taking into account item (ix) of the definition of Interest Available Amount)) to pay the any amounts owed under items (i) to (v) (including) of the Interest Priority of Payments);

(ii) *second*, in redeeming, *pari passu* and *pro rata*, all principal amounts outstanding in respect of the Class A1 Notes until all of the Class A1 Notes have been redeemed in full;

(iii) *third*, in redeeming, *pari passu* and *pro rata*, all principal amounts outstanding in respect of the Class A2 Notes until all of the Class A2 Notes have been redeemed in full;

(iv) *fourth*, in redeeming, *pari passu* and *pro rata*, all principal amounts outstanding in respect of the Class A3 Notes until all of the Class A3 Notes have been redeemed in full; and

(v) *fifth*, in redeeming, *pari passu* and *pro rata*, all principal amounts outstanding in respect of the Class B Notes until all of the Class B Notes have been redeemed in full.

2.6. Post-enforcement Priority of Payments

Following the issue of an Enforcement Notice, all monies standing to the credit of the Issuer Accounts received by the Issuer (or the Security Agent or the Administrator) will be applied in the following priority (the ***Post-enforcement Priority of Payments*** and, together with the Interest Priority of Payments and the Principal Priority of Payments, the ***Priority of Payments***) (if, and to the extent that payments or provisions of a higher order have been made and to the extent that such liabilities are due by and recoverable against the Issuer):

(i) *first*, in or towards satisfaction of all amounts due and payable to any receiver or agent appointed by the Security Agent for the enforcement of the security and any costs, charges, liabilities and expenses incurred by such receiver or agent together with interest as provided in the Pledge Agreement;

(ii) *second*, in or towards satisfaction of all amounts due and payable to the Security Agent, together with interest thereon as provided in the Pledge Agreement;

(iii) *third*, in or towards satisfaction of *pari passu* and *pro rata*:

(A) all amounts due and payable to the Administrator (or Back-up Administrator);

(B) all amounts due and payable to the Servicer;

(C) all amounts due and payable to the Corporate Services Provider and the Accounting Services Provider; and

(D) all amounts due and payable to the directors of the Issuer, if any;

(iv) *fourth*, in or towards satisfaction of *pari passu* and *pro rata*:

(A) all amounts due and payable to the National Bank of Belgium in relation to the use of Securities Settlement System;

(B) all amounts due and payable to the FSMA;

(C) all amounts due and payable to Euronext Brussels;

(D) all amounts due and payable to the CFI (*Controledienst voor Financiële Informatie/Service de Contrôle de l'Information Financière*);

(E) all amounts due and payable to the Auditor;

(F) all amounts due and payable to the Rating Agencies;

(G) all amounts due and payable to the GIC Provider;

(H) all amounts due and payable to the Domiciliary Agent; and

(I) all other amounts due and payable to third parties for any payment of the Issuer's liability, if any, for taxes;

(v) *fifth*, in or towards satisfaction of, *pari passu* and *pro rata*, (a) all amounts of interest due or overdue in respect of the Class A1 Notes; (b) all amounts of interest due or overdue in respect of the Class A2 Notes; and (c) all amounts of interest due or overdue in respect of the Class A3 Notes;

(vi) *sixth*, in or towards redemption of, *pari passu* and *pro rata,* (a) all amounts of principal outstanding in respect of the Class A1 Notes until redeemed in full; and (b) all amounts of principal outstanding in respect of the Class A2 Notes until redeemed in full; and (c) all amounts of principal outstanding in respect of the Class A3 Notes until redeemed in full;

(vii) *seventh*, in or towards satisfaction of, *pari passu* and *pro rata,* all amounts of interest due or overdue in respect of the Class B Notes;

(viii) *eighth*, in or towards redemption of, *pari passu* and *pro rata,* all amounts of principal outstanding in respect of the Class B Notes until redeemed in full;

(ix) *ninth*, in or towards satisfaction of, *pari passu* and *pro rata,* all amounts of interest due or overdue in respect of the Class C Notes;

(x) *tenth*, in or towards redemption of, *pari passu* and *pro rata,* all amounts of principal outstanding in respect of the Class C Notes until redeemed in full; and

(xi) *twelfth*, in or towards satisfaction of the Deferred Purchase Price then due and payable to the Seller,

it being understood that amounts standing to the credit of the Risk Mitigation Deposit Account shall only be applied in accordance with the Post-enforcement Priority of Payments to the extent such amounts cover for losses incurred by the Issuer of scheduled interest or principal on the SME Loans as a result of Commingling Risk or Set-Off Risk, the remainder of the amount standing to the credit of the Risk Mitigation Deposit Account shall be released directly to the Seller.

3. COVENANTS

3.1. Save with the prior written consent of the Security Agent or as otherwise provided in, or envisaged by the Transaction Documents, the Issuing Company undertakes to the Secured Parties, that so long as any Note remains outstanding, it shall not:

(i) engage in or carry on any business or activity other than the business of purchasing receivables from a third party by using different compartments and to finance such acquisitions by issuing securities or by attracting other forms of funding through such compartments and the related activities described therein and in respect of that business;

(ii) in relation to Compartment Belgian Lion SME IV and the Transaction, engage in any activity or do anything whatsoever except:

(A) own and exercise its rights in respect of the Collateral and its interests therein and perform its obligations in respect of the Collateral;

(B) preserve and/or exercise and/or enforce any of its rights and perform and observe its obligations under the Transaction Documents;

(C) 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;

(D) use, invest or dispose of any of its property or assets in the manner provided in or contemplated by the Transaction Documents; and

(E) perform any act incidental to or necessary in connection with (A), (B), (C) or (D) above;

(iii) in relation to Compartment Belgian Lion SME IV and the Transaction, save as permitted by the Transaction Documents, create, incur or suffer to exist any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness;

(iv) in relation to Compartment Belgian Lion SME IV and the Transaction, create or agree to create or permit to exist (or consent to cause or permit in the future upon the occurrence of a contingency or otherwise) any mortgage, charge, pledge, lien or other security interest whatsoever over any of its assets other than as expressly contemplated by the Transaction Documents;

(v) sell, transfer, exchange or otherwise dispose of any part of its property or assets or undertaking, present or future (including any Collateral) in relation to Compartment Belgian Lion SME IV other than as expressly contemplated by the Transaction Documents;

(vi) consolidate or merge with or into 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;

(vii) in relation to Compartment Belgian Lion SME IV and the Transaction, permit the validity or effectiveness of the Pledge Agreement or any other Transaction Document or the priority of the Security to be amended, terminated postponed or discharged, or permit any person whose obligations form part of the Collateral to be released from such obligations;

(viii) 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 Belgian Lion SME IV or as agreed upon by the Security Agent;

(ix) have any employees or premises or own shares in or otherwise form or cause to be formed any subsidiary or any company allowing the Issuer to exercise a significant influence on the Administrator;

(x) in relation to Compartment Belgian Lion SME IV and the Transaction, have an interest in any bank account, other than the Issuer Accounts, unless such account or interest is pledged or charged to the Secured Parties on terms acceptable to the Security Agent;

(xi) in relation to Compartment Belgian Lion SME IV and the Transaction, issue any further Notes or any other type of security;

(xii) reallocate any assets from Compartment Belgian Lion SME IV to any other Compartment that it may set up in the future;

(xiii) have an established place of business in any other jurisdiction than Belgium;

(xiv) enter into transactions which are not at arm's length;

(xv) sell, exchange or transfer any property or assets of Compartment Belgian Lion SME IV to any third party except in accordance with the Transaction Documents;

(xvi) amend or procure that the Servicer does not amend, any terms of the SME Loans other than in accordance with the provisions or variations as set out in the Pledge Agreement and/or the Servicing Agreement;

(xvii) waive or alter any rights it may have with respect to the Transaction Documents or take any action, or fail to take any action, if such action or failure to take action may interfere with the validity, effectiveness or enforcement of any rights under the Transaction Documents with respect to the rights, benefits or obligations of the Security Agent; and

(xviii) fail to pay any tax which it is required to pay, or fail to defend any action, if such failure to pay or defend may adversely affect the priority or enforceability of the security created by or pursuant to the Pledge Agreement or which would have the direct or indirect effect of causing any amount to be deducted or withheld from any payment in relation to the Notes or the Transaction Documents to which it is a party on account of tax.

3.2. In giving any consent to any of the foregoing, the Security Agent may, without the consent of the Noteholders, 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 necessary (in its absolute discretion) in the interest of the Noteholders.

3.3. 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 or adviser (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, being negligence of such a serious nature that no other prudent security agent would have acted similarly (***Gross Negligence***), wilful misconduct or fraud.

3.4. The Issuer further covenants for the benefit of the Secured Parties as follows:

(i) at all times to carry on and conduct its affairs in a proper, prudent and efficient manner in accordance with Belgian law;

(ii) 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 12 (*The Security Agent*) and the Pledge Agreement;

(iii) to cause to be prepared and certified by its Auditor, in respect of each financial year, accounts in such forms as will comply with the requirements for the time being of Belgian laws and regulations;

(iv) in respect of Compartment Belgian Lion SME IV, to keep proper books of accounts at all times separate from any other person or entity (or Compartment) 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;

(v) 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;

(vi) 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;

(vii) 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, except as permitted under the Transaction Documents;

(viii) at all times to comply with any reasonable direction given by the Security Agent in relation to the Security in accordance with the Pledge Agreement;

(ix) upon occurrence of a termination event under the GIC Agreement, subject to the terms of the GIC Agreement, to use its best endeavours to appoint a substitute GIC provider within thirty (30) (or sixty (60) days in case only a downgrade of the Fitch required ratings occurs) calendar days;

(x) upon resignation of the Domiciliary Agent or upon the revocation of its appointment of the Domiciliary Agent to use its best endeavours to appoint a substitute domiciliary agent within twenty (20) Business Days, in accordance with the provisions of the Domiciliary Agency Agreement;

(xi) at no time to pledge, change or encumber the assets allocated to Compartment Belgian Lion SME IV otherwise than pursuant to the Pledge Agreement;

(xii) at all times to keep bank accounts and financial statements allocated to Compartment Belgian Lion SME IV separate from the other Compartments of the Issuing Company;

(xiii) at all times to keep separate stationery and to use separate invoices and cheques for Compartment Belgian Lion SME IV;

(xiv) at all times pay the liabilities allocated to Compartment Belgian Lion SME IV with the funds of such Compartment;

(xv) at all times to have adequate corporate capital to run its business in accordance with the corporate purpose as set out in its by-laws;

(xvi) at all times not to commingle its own assets allocated to Compartment Belgian Lion SME IV with the assets of another Compartment of the Issuing Company or the assets of any third parties;

(xvii) 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 any requirement applicable as a consequence of admission of the Notes to Euronext;

(xviii) to comply in all respects with the specific statutory and regulatory provisions applicable to an *institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge* and to refrain from all acts which could prejudice the continuation of such status at any time;

(xix) it will procure that at all times, in respect of the shares of the Issuing Company:

(A) the shares of the Issuing Company will be registered shares;

(B) the by-laws of the Issuing Company contain transfer restrictions stating that its shares can only be transferred to Qualifying Investors acting for their own account;

(C) the by-laws of the Issuing Company provide that the Issuing Company 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 acting for its own account; and

(D) the by-laws of the Issuing Company provide that the Issuing Company will suspend the payment of dividends in relation to its shares of which it becomes aware that these are held by a person who is not a Qualifying Investor acting for its own account;

(xx) it will procure that, in respect of the Notes:

(A) the Notes will have the selling and holding restrictions set out in Condition 1.4 (*Selling, Holding and Transfer Restrictions - Only Eligible Holders*);

(B) the Manager will undertake pursuant to the Subscription Agreement to sell the Notes in the primary sales only to Qualifying Investors acting for their own account;

(C) the Notes are issued in dematerialised form and are cleared through the Securities Settlement System operated by the National Bank of Belgium;

(D) the nominal value of each individual Note is EUR 250,000 on the Closing Date;

(E) in the event that the Issuer becomes aware that Notes are held by investors other than Qualifying Investors 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 acting for their own account;

(F) the Conditions of the Notes, the by-laws of the Issuing Company, 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 acting for their own account;

(G) 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 acting for their own account; and

(H) the Conditions provide that the Notes may only be held by persons that are holders of an X-Account with the Securities Settlement System operated by the National Bank of Belgium or (directly or indirectly) with a participant in such system;

(xxi) 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 Servicer and the GIC Provider) shall for certain purposes act on behalf of the Issuer;

(xxii) 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 or an Event of Default under this Agreement, it will without delay inform the Security Agent of such event; and

(xxiii) if it has been informed that a substantial change has occurred in the development of the SME Receivables, the SME Loans or the cash flows generated by the SME Loans 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.

3.5. 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 a servicer for the SME Loans, the relating SME Loan Security and the Additional Security. The appointment of the Security Agent, the Administrator, the Calculation Agent, the Domiciliary Agent, the Corporate Servicer Provider, the Servicer, the Accounting Services Provider, the Listing Agent, the GIC Provider and the Securities Settlement System Operator may be terminated only as provided in the Transaction Documents.

4. INTEREST

4.1. Period of Accrual

(a) Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Interest on each Class of Notes will accrue at an annual rate equal to the Interest Rate (as defined in Condition 4.3 (Interest *Rate*)) in respect of the Principal Amount Outstanding on the first day of the applicable Interest Period and payable in each case on the Quarterly Payment Date at the end of an Interest Period. Interest shall cease to accrue on any part of the Principal Amount Outstanding of a Note as from (and including) the due date for redemption of such part unless, payment of the relevant amount of principal is improperly withheld or refused. In such event, interest will continue to accrue thereon in accordance with this Condition (as well after as before any judgment) up to (but excluding) the date on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder, or (if earlier) the seventh (7th) calendar day after notice is duly given by the Domiciliary Agent to the relevant Noteholder (in accordance with Condition 14 (*Notice to Noteholders*)) that it has received all sums due in respect of such Note (except to the extent that there is any subsequent default in payment).

(b) Whenever it is necessary to compute an amount of interest in respect of any Note for any period (including any Interest Period (as defined in Condition 4.2 (Quarterly Payment Dates

and Interest Periods))), such interest shall be calculated on the basis of the actual number of days elapsed in the relevant period and a 360 day year.

4.2. Quarterly Payment Dates and Interest Periods

(a) Interest on a Note is payable quarterly in arrears in Euro in respect of its Principal Amount Outstanding on each day which is the twenty-sixth (26th) calendar day of February, May, August and November in every year (or, if such day is not a Business Day, the immediately succeeding Business Day) (each a ***Quarterly Payment Date***), the first Quarterly Payment Date, being 26 February 2023. The period from (and including) a Quarterly Payment Date (or the Closing Date in respect of the first Interest Period) to (but excluding) the immediately succeeding (or first) Quarterly Payment Date is called an Interest Period in these Conditions.

(b) ***Business Day*** means a day:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which banks are open for general business in Belgium and on which commercial banks settle payments in the principal financial centre for such currency; and

(ii) in the case of euro, a day (a) other than a Saturday or Sunday on which the NBB-SSS is operating and (b) on which banks are open for general business in Belgium and (c) (if a payment in euro is to be made on that day), which is a business day for the TARGET2 System (a ***TARGET Business Day***); and

(iii) in the case of a currency other than euro and one or more business centres (the ***Business Centre(s)***), as specified in the applicable Final Terms, a day (other than a Saturday or a Sunday) on which banks are open for general business in Belgium and on which commercial banks settle payments in such currency in each of the Business Centres;

(c) The first Interest Period will commence on (and include) the Closing Date and will end on (but exclude) the first Quarterly Payment Date.

4.3. Interest Rate

The rate of interest payable from time to time in respect of each Class of Notes (each an ***Interest Rate***) and the relevant Interest Amount (as defined in Condition 4.5 (*Calculation of Interest Amounts by the Administrator*) below) will be determined on the basis of the provisions set out below.

(a) Interest on the Notes

Interest applicable to the Class A1 Notes will accrue at an annual rate equal to the sum of Euro Reference Rate determined in accordance with Condition 4.3(b) (*Determination of the Euro Reference Rate*), plus a margin of 0.65 per cent per annum.

Interest applicable to the Class A2 Notes will accrue at an annual rate equal to the sum of Euro Reference Rate determined in accordance with Condition 4.3(b) (*Determination of the Euro Reference Rate*), plus a margin of 0.70 per cent per annum.

Interest applicable to the Class A3 Notes will accrue at an annual rate equal to 3.75% per annum.

Interest applicable to the Class B Notes will accrue at an annual rate equal to 3.80% per annum.

Interest applicable to the Class C Notes will accrue at an annual rate equal to 3.90% per annum.

(b) Determination of the Euro Reference Rate

The Calculation Agent shall calculate the Euro Reference Rate for each Interest Period and the ***Euro Reference Rate*** shall mean EURIBOR as determined in accordance with the following:

(i) EURIBOR shall mean for any Interest Period the rate per annum equal to the European Interbank Offered Rate for three (3) months euro deposits (except in the case of the first Interest Period in which case it shall be the rate equal to the linear interpolation between the European Interbank Offered Rate for the relevant periods euro deposits) as determined by the Calculation Agent in accordance with this Condition 4.3 (*Interest Rate*).

(ii) Two (2) Business Days prior to the Closing Date (in respect of the first Interest Period) and two (2) Business Days prior to each Quarterly Payment Date in respect of the subsequent Interest Periods (each of these days an ***Interest Determination Date***), the Calculation Agent shall determine EURIBOR by using the EURIBOR rate determined and published by the European Money Market Institute and which appears for information purposes on the Reuters Screen EURIBOR01 (or, if not available, any other display page on any screen service maintained by any registered information vendor (including, without limitation, the Bloomberg Service)) for the display of the EURIBOR rate and which shall be selected by the Calculation Agent as at or about 11.00 am (CET time).

(iii) If, on the relevant Interest Determination Date, the EURIBOR rate in paragraph (ii) above, 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 paragraph (ii) above, the Calculation Agent will:

(A) request the principal euro-zone office of each of four (4) major banks in the euro-zone interbank market (each a ***Euro-Reference Bank*** and together the ***Euro-Reference Banks***) to provide a quotation for the rate at which three (3) months euro deposits (except in the case of the first Interest Period in which case it shall be the rate equal to the linear interpolation between the relevant periods euro deposits) offered by it in the euro-zone interbank market at approximately 11.00 am (CET 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;

(B) if at least two (2) quotations are provided, determine the arithmetic mean (rounded, if necessary, to the fifth (5th) decimal place with 0.000005 being rounded upwards) of such quotations as provided; and

(C) if fewer than two (2) such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean (rounded, if necessary to the fifth (5th) decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks, of which there shall be at least two (2) in

number, in the euro-zone, selected by the Calculation Agent, at approximately 11.00 am (CET time) on the relevant Interest Determination Date for three months euro deposits (except in the case of the first Interest Period in which case it shall be the rate equal to the linear interpolation between the relevant periods euro deposits) to leading euro-zone banks in an amount that is representative for a single transaction in that market at that time.

(iv) If the Calculation Agent is unable to determine EURIBOR in accordance with this Condition 4.3 (*Interest Rate*) in relation to any Interest Period, EURIBOR applicable to the Notes during such Interest Period will be EURIBOR last determined in relation thereto.

(c) Minimum Interest Rate on the Notes

The Interest Rate for any Class of Notes shall never be less than zero.

4.4. Determination and notification of Interest Rates

(a) The Calculation Agent shall, as soon as practicable after 11.00 a.m. (CET) on each Interest Determination Date, determine and notify the Domiciliary Agent and the Administrator of the Interest Rate applicable to the Interest Period beginning on and including the first succeeding Quarterly Payment Date in respect of the Notes of each Class of Notes.

(b) If the Calculation Agent does not at any time for any reason determine the Interest Rate for the Notes in accordance with the foregoing paragraphs, the Calculation Agent shall forthwith notify the Administrator, the GIC Provider and the Security Agent thereof and the Administrator shall, after consultation with the Security Agent, determine the Interest Rate at such rate as, in its reasonable opinion (having such regard as it shall think fit to the procedure described above), it shall deem fair and reasonable in all circumstances and any such determination and/or calculation shall be deemed to have been made by the Calculation Agent.

4.5. Calculation of Interest Amounts by the Administrator

The Administrator shall calculate the Euro amount of interest payable on each of relevant Class of Notes for the relevant Interest Period (the Interest Amount) and shall notify the Interest Amount and the Principal Amount Outstanding in respect of each Note to the Domiciliary Agent by no later than 11:00 am (CET) on the Quarterly Calculation Date.

4.6. Calculation of Interest Amounts

(a) The Interest Amount for the Class A1 Notes will be equal to the Accrued Interest for the Class A1 Notes.

(b) The Interest Amount for the Class A2 Notes will be equal to the Accrued Interest for the Class A2 Notes.

(c) The Interest Amount for the Class A3 Notes will be equal to the Accrued Interest for the Class A3 Notes.

(d) The Interest Amount for the Class B Notes will be equal to the Accrued Interest for the Class B Notes plus (A) the Class B Interest Surplus and (B) minus the Class B Interest Deficiency, in accordance with Condition 4.13 (*Class B Interest Roll-Over*).

(e) The Interest Amount for the Class C Notes will be equal to the Accrued Interest for the Class C Notes plus (A) the Class C Interest Surplus and (B) minus the Class C Interest Deficiency, in accordance with Condition 4.14 (*Class B Interest Roll-Over*)

(f) With respect to the payment of Interest Amounts on the Notes, for rounding purposes only, the Interest Amounts due and payable to any Class of Notes will be calculated:

(i) for the purpose of providing the Securities Settlement System with the necessary funds for the payment of the Interest Amounts on a Quarterly Payment Date to the Noteholders, by multiplying the Interest Amount for a Note of a particular Class of Notes by the aggregate number of all Notes of such Class of Notes and rounding the resultant figure to the nearest Euro cent (half a Euro cent being rounded upwards); and

(ii) in the event of the payment of the Interest Amounts on a Quarterly Payment Date by the Securities Settlement System, by multiplying the Interest Amount for a Note of a particular Class of Notes by the aggregate number of all Notes of such Class of Notes and rounding the resultant figure down to the lower Euro cent.

(g) ***Accrued Interest*** means, in respect of any Quarterly Calculation Date and in respect of any Class of the Notes then outstanding, the amount obtained by applying the relevant Interest Rate to the Principal Amount Outstanding of the relevant Class of the Notes (minus, in respect of the Class B Notes, the amount standing respectively to the Class B Principal Deficiency Ledger) on the first (1st) day of the relevant Interest Period, multiplied by the actual number of days elapsed in the then current Interest Period (or such other period) divided by 360.

4.7. Publication of Interest Rate, Interest Amount and other Notices

As soon as practicable after receiving notification thereof and in any event by 11:00 a.m. (CET) on the Quarterly Calculation Date, the Administrator will cause the Interest Rate and the Interest Amount applicable to each Class of Notes for each Interest Period and the Quarterly Payment Date falling at the end of such Interest Period to be notified to the Securities Settlement System Operator, the Issuer, the Administrator, the Servicer, the Security Agent, , the Domiciliary Agent and will cause notice thereof to be given to the relevant Class of Noteholders. The Interest Rate, the Interest Amount and the Quarterly Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the Interest Period or of a manifest error.

4.8. Notifications to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition, whether by the Euro-Reference Banks (or any of them), the Calculation Agent, the Administrator or the Security Agent shall (in the absence of wilful misconduct, bad faith or manifest error) be binding on the Issuer, the Euro-Reference Banks, the Calculation Agent, the Security Agent and all Noteholders and (in such absence as aforesaid) no liability to the Noteholders shall attach to the Issuer, the Euro-Reference Banks, the Calculation Agent, , the Administrator or the Security Agent in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions hereunder.

4.9. Calculation Agent

The Issuer will procure that, as long as any of Notes remain outstanding, there will at all times be a Calculation Agent. The Issuer has, subject to prior written consent of the Security Agent, the right to terminate the appointment of the Calculation Agent 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 14 (*Notice to Noteholders*). If any person shall be unable or unwilling to continue to act as a Euro-Reference Bank, or the Calculation Agent (as the case may be) or if the appointment of the Calculation Agent shall be terminated, the Issuer will, with the prior written consent of the Security Agent, appoint a successor Calculation Agent (as the case may be) to act in its place, provided that neither the resignation nor removal of the Calculation Agent shall take effect until a successor approved in writing by the Security Agent has been appointed.

4.10. Benchmark discontinuation

(a) Independent Advisor

If a Benchmark Event occurs in relation to EURIBOR when any Interest Rate (or any component part thereof) remains to be determined by reference to EURIBOR, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in each case in accordance with Condition 4.10(b) and, in either case, an Adjustment Spread if any (in accordance with Condition 4.10(c) and any Benchmark Amendments (in accordance with Condition 4.10(d)).

An Independent Adviser appointed pursuant to this Condition 4.10 shall act in good faith as an expert and (in the absence of fraud) shall have no liability whatsoever to the Issuer or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.10.

For the purposes of this Condition 4.10, capitalised terms will have the following meaning:

Adjustment Spread means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, which the Issuer, following consultation with the Independent Adviser (if any) and acting in good faith, determines is required to be applied to the Successor Rate or the Alternative Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the relevant circumstances, any economic prejudice or benefit (as applicable) to the Noteholders as a result of the replacement of EURIBOR with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of EURIBOR with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(ii) the Issuer determines, following consultation with the Independent Adviser and acting in good faith, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference EURIBOR, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Issuer determines that no such industry standard is recognised or acknowledged);

(iii) the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate.

Alternative Rate means an alternative benchmark or screen rate which the Issuer determines in accordance with Condition 4.10(b) and which has replaced EURIBOR in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes.

Benchmark Event means:

(i) EURIBOR ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(ii) a public statement by the administrator of EURIBOR stating that it will, by a specified date within the following six months, cease to publish EURIBOR permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of EURIBOR); or

(iii) a public statement by the supervisor of the administrator of EURIBOR stating that EURIBOR has been or will be, by a specified date within the following six months, permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of EURIBOR that means the EURIBOR will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(v) it has become unlawful for any paying agent, Calculation Agent, the Issuer or any other party to the Administration Agreement to calculate any payments due to be made to any Note.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4.10(a).

Relevant Nominating Body means, in respect of a benchmark or screen rate (as applicable):

(vi) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(vii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

Successor Rate means a successor to or replacement of EURIBOR which is formally recommended by any Relevant Nominating Body.

(b) Successor Rate or Alternative Rate

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4.10(c) subsequently be used in place of EURIBOR to determine the Interest Rate (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4.10); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4.10(c)) subsequently be used in place of EURIBOR to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4.10).

(c) Adjustment Spread

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.10 and the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the ***Benchmark Amendments***) and (ii) the terms of such Benchmark Amendments, then the Issuer may, without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in a notice given in accordance with Condition 4.10(e).

At the request of the Issuer, but subject to receipt by the Domiciliary Agent of a notice from the Issuer pursuant to Condition 4.10(e), the Domiciliary Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of an agreement supplemental to or amending the Administration Agreement), provided that the Domiciliary Agent shall not be obliged so to concur if in the opinion of the Domiciliary Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Domiciliary Agent in these Conditions or the Administration Agreement (including, for the avoidance of doubt, any supplemental administration agreement) in any way.

In connection with any such variation in accordance with this Condition 4.10(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.10 will be notified promptly by the Issuer to the Domiciliary Agent, the Calculation Agent and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

The Domiciliary Agent shall be entitled to rely on such notice (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Domiciliary Agent's ability to rely on such notice as aforesaid) be binding on the Issuer, the Domiciliary Agent, the Calculation Agent, the paying agents and the Noteholders.

(f) Survival of EURIBOR

Without prejudice to the obligations of the Issuer under Condition 4.10(a), (b), (c) and (d), EURIBOR and the fallback provisions provided for in Condition 4.3(b)(iii) will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4.10(e).

4.11. Payments subject to Priority of Payments

All payments of interest and principal in respect of the Notes are subject to the applicable Priority of Payments and all other fiscal laws and regulations applicable in the place of payment.

4.12. Class A Interest Shortfall

Subject to Condition 9 (*Events of Default*), it shall be an Event of Default under the Class A1 Notes, the Class A2 Notes and the Class A3 Notes if on any Quarterly Payment Date, the Interest Amounts then due and payable under and in respect of the Class A1 Notes, the Class A2 Notes or the Class A3 Notes have not been paid in full.

4.13. Class B Interest Roll-Over

To the extent that on any Quarterly Payment Date, the amount of Interest Available Amount is not sufficient to pay the Accrued Interest in respect of all Class B Notes, the amount of such shortfall (the ***Class B Interest Deficiency***) shall be recorded in the Class B interest deficiency ledger (the ***Class B Interest Deficiency Ledger***). The balance of the Class B Interest Deficiency Ledger existing on any Quarterly Calculation Date (the ***Class B Interest Deficiency Balance***) shall be aggregated with the Accrued Interest otherwise due on the Class B Notes on the next succeeding Quarterly Payment Date (in accordance with Condition 4.6 (*Calculation of Interest Amounts*)) to the extent sufficient Interest Available Amount is available on such date (the amount of Interest Available Amount, if any, which is available on the next succeeding Quarterly Payment Date after payment of the Accrued Interest on the Class B Notes, in accordance with the Interest Priority of Payments, to reduce the balance of the Class B Interest Deficiency Ledger, the ***Class B Interest Surplus***) and such Class B Interest Surplus will be paid under the Class B Notes and recorded on the Class B Interest Deficiency Ledger to reduce any debit balance on it (if any).

4.14. Class C Interest Roll-Over

To the extent that on any Quarterly Payment Date, the amount of Interest Available Amount is not sufficient to pay the Accrued Interest in respect of all Class C Notes, the amount of such shortfall (the Class C Interest Deficiency) shall be recorded in the Class C interest deficiency ledger (the ***Class C Interest Deficiency Ledger***). The balance of the Class C Interest Deficiency Ledger existing on any Quarterly Calculation Date (the ***Class C Interest Deficiency Balance***) shall be aggregated with the Accrued Interest otherwise due on the Class C Notes on the next succeeding Quarterly Payment Date (in accordance with Condition 4.6(*Calculation of Interest Amounts*)) to the extent sufficient Interest Available Amount is available on such date (the amount of Interest Available Amount, if any, which is available on the next succeeding Quarterly Payment Date after payment of the Accrued Interest on the Class C Notes, in accordance with the Interest Priority of Payments, to reduce the balance of the Class C Interest Deficiency Ledger, the Class C Interest Surplus) and such Class C Interest Surplus will be paid under the Class C Notes and recorded on the Class C Interest Deficiency Ledger to reduce any debit balance on it (if any).

5. REDEMPTION AND CANCELLATION

5.1. Final Redemption

(a) Unless previously redeemed or cancelled as provided in this Condition and subject always to Condition 10 (*Subordination*) the Issuer shall redeem the Notes at their Principal Amount Outstanding together with the accrued interest thereon on the Quarterly Payment Date falling in July 2061 (the ***Final Redemption Date***).

(b) The Issuer may not redeem Notes in whole or in part prior to the Final Redemption Date except as provided in this Condition 5 (Redemption and Cancellation), but without prejudice to Condition 9 (*Events of Default*).

5.2. Mandatory *pro rata* and *pari passu* Redemption in whole or in part of the Class A Notes and the Class B Notes

(a) Subject to and in accordance with the Principal Priority of Payments, the Issuer will be obliged to apply the Principal Available Amount on the Quarterly Payment Date falling in February 2026 (the ***Revolving Period End Date***) and on each Quarterly Payment Date thereafter as set out in this Condition prior to enforcement.

(i) The Class A1 Notes shall be subject to mandatory *pari passu* and *pro rata* redemption in whole or in part on each Quarterly Payment Date, if, on the Quarterly Calculation Date relating thereto there is any Principal Available Amount.

(ii) If there are no Class A1 Notes outstanding the Class A2 Notes shall be subject to mandatory *pari passu* and *pro rata* redemption in part on each Quarterly Payment Date (including the Quarterly Payment Date on which the Class A1 Notes are redeemed in full) if on the Quarterly Calculation Date relating thereto there is any Principal Available Amount (after providing for all payments to be made in respect of the redemption of the Class A1 Notes).

(iii) If there are no Class A2 Notes outstanding the Class A3 Notes shall be subject to mandatory *pari passu* and *pro rata* redemption in part on each Quarterly Payment Date (including the Quarterly Payment Date on which the Class A2 Notes are redeemed in full) if on the Quarterly Calculation Date relating thereto there is any

Principal Available Amount (after providing for all payments to be made in respect of the redemption of the Class A2 Notes).

(iv) If there are no Class A3 Notes outstanding the Class B Notes shall be subject to mandatory *pari passu* and *pro rata* redemption in part on each Quarterly Payment Date (including the Quarterly Payment Date on which the Class A3 Notes are redeemed in full) if on the Quarterly Calculation Date relating thereto there is any Principal Available Amount (after providing for all payments to be made in respect of the redemption of the Class A3 Notes).

(v) The principal amount so redeemable in respect of a Note on any Quarterly Payment Date shall be (i) the amount (if any) of Principal Available Amount that can be applied in redemption of Notes of the relevant Class subject to the appropriate priority of payments on the applicable Quarterly Calculation Date (rounded down to the nearest Euro cent), divided by (ii) the number of Notes of that Class then outstanding.

On any Quarterly Payment Date prior to the Revolving Period End Date, the Issuer will under the circumstances as set out in Condition 2.5(b) be obliged to redeem the Notes in accordance with the priority set out in this Condition 5.2(a).

(b) Following the making of a payment of a principal amount in respect of a Note, the Principal Amount Outstanding of the relevant Note shall be reduced accordingly.

5.3. Calculation of payments of principal

(a) On each Quarterly Calculation Date, the Administrator shall determine (a) the amount (if any) of any principal amounts due in respect of each Note of each Class on the next Quarterly Payment Date and (b) the Principal Amount Outstanding of each Note of each Class on the next Quarterly Payment Date (after taking account of the amount in (a) and (c) the fraction expressed as a decimal to the twelfth point (the ***Note Factor***), of which the numerator is the Principal Amount Outstanding of a Note of each Class of Notes (as referred to in (b) above) and the denominator is the Principal Amount Outstanding of a Note of such Class of Notes on the Closing Date). Each determination by or on behalf of the Issuer of any payment of principal, and the Principal Amount Outstanding of each Note of each Class of Notes shall in each case (in the absence of wilful misconduct, bad faith or manifest error) be final and binding on all persons.

(b) The Administrator on behalf of the Issuer will determine the payment of principal in respect of each Class of Notes, the Note Factor and the Principal Amount Outstanding and shall notify forthwith the Security Agent, the Issuer, the Domiciliary Agent, the Servicer, the Calculation Agent, and (for so long as the Notes are listed on one or more stock exchanges) the relevant stock exchanges, of each determination of the payment of principal, the Note Factor and the Principal Amounts Outstanding in respect of each Class of Notes in accordance with Condition 14 (*Notice to Noteholders*) by no later than 11:00 a.m. (CET time) on that Quarterly Calculation Date.

(c) If the Issuer does not at any time for any reason determine (or cause the Administrator to determine) a payment of principal or the Principal Amount Outstanding in respect of any Class of Notes in accordance with the preceding provisions of this paragraph, such payment of principal and Principal Amount Outstanding may be determined by the Security Agent in accordance with this paragraph and each such determination or calculation shall be deemed to have been made by the Issuer. Any such determination shall be binding on the Issuer, the Servicer, the Administrator, the Domiciliary Agent and the Calculation Agent.

5.4. Optional Redemption Call and Clean-Up Call

(a) Optional Redemption Call

Upon giving not more than sixty (60) calendar days' notice nor less than thirty (30) calendar days' notice in accordance with Condition 14 (*Notice to Noteholders*), the Issuer shall have the right (but not the obligation) to redeem all (but not some only) of the Notes at their Principal Amount Outstanding (*less*, in case of the Class B Notes, the Class B Principal Shortfall) on the Quarterly Payment Date falling in February 2026 (the ***First Optional Redemption Date***), or on any Quarterly Payment Date thereafter (each such date, an ***Optional Redemption Date***).

(b) Clean-Up Call

Upon giving not more than sixty (60) calendar days' notice nor less than thirty (30) calendar days' notice in accordance with Condition 14 (*Notice to Noteholders*), the Issuer shall have the right (but not the obligation) to redeem all (but not some only) of the Notes at their Principal Amount Outstanding (*less*, in case of the Class B Notes, the Class B Principal Shortfall) on each Quarterly Payment Date if on the Quarterly Calculation Date immediately preceding such Quarterly 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.

(c) Exercise of Optional Redemption Call or Clean-Up Call

(i) The Optional Redemption Call or Clean-Up Call may be exercised by the Issuer provided in each case that:

(A) prior to giving any such notice, no Enforcement Notice has been served by the Security Agent in respect of any of the Notes;

(B) 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 under the Pledge Agreement to be paid in priority to or *pari passu* with the Notes in accordance with these Conditions.

(ii) The amount of principal and accrued interest payable by the Issuer to the Noteholders upon such redemption pursuant to an Optional Redemption Call or a Clean-Up Call will be equal to the Optional Redemption Amount.

(iii) ***Optional Redemption Amount*** shall, in all cases of early redemption in full of the Notes, be equal to:

(A) in respect of the Class A Notes, the aggregate Principal Amount Outstanding of the Class A Notes, *plus* all accrued and unpaid interest thereon up to, but excluding, the date of the redemption;

(B) in respect of the Class B Notes, the aggregate Principal Amount Outstanding of the Class B Notes, *plus* all accrued and unpaid interest thereon up to, but excluding, the date of the redemption, *less* the Class B Principal Shortfall; and

(C) in respect of the Class C Notes, the aggregate Principal Amount Outstanding of the Class C Notes, plus all accrued and unpaid interest thereon up to, but excluding, the date of the redemption; and

Class B Principal Shortfall means, in respect of any Quarterly Payment Date, an amount equal to the quotient of (i) the sum of the balance of the Class B Principal Deficiency Ledger (ii) divided by the number of the Class B Notes outstanding on such Quarterly Payment Date.

(iv) The amounts payable by the Issuer upon such redemption will be calculated by the Administrator. For these purposes, interest will accrue on the Notes up to, but excluding, the date of redemption.

5.5. Optional Redemption for Tax Reasons

(a) The Issuer shall have the right (but not the obligation) to redeem all (but not some only) of the Notes at the Optional Redemption Amount, on any Quarterly Payment Date, on the occurrence of one or more of the following circumstances:

(i) if, on the next Quarterly Payment Date, the Issuer, the Securities Settlement System Operator or the Domiciliary Agent is or would become required to deduct or withhold any amounts 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 thereof or therein) from any payment of principal or interest in respect of Notes of any Class 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 any sub-division thereof or therein) or of any authority therein or thereof 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 an Eligible Investor; or

(ii) if, on the next Quarterly Payment Date, the Issuer, the Securities Settlement System Operator or the Domiciliary Agent is or would become required to deduct or withhold any amounts for or on account of FATCA in respect of any payment of principal or interest in respect of Notes of any Class held by or on behalf of any Noteholder; or

(iii) if, the total amount payable in respect of a Collection Period as interest on any of the SME Loans ceases to be receivable by the Issuer during such Collection Period 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 Belgian tax regulations introducing income tax, withholding tax and VAT concessions for Belgian companies for investment in receivables (including the Issuer) (the ***IIR Tax Regulations***) are changed (or their application is changed in a materially adverse way to the Issuer or in the event that the IIR Tax Regulations would no longer be applicable to the Issuer),

by giving not more than sixty (60) calendar days' nor less than thirty (30) calendar days' notice in accordance with Condition 14 (*Notice to Noteholders*), 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 to the effect that it will have the funds in the Issuer Accounts, not subject to the interest of any other person, required to discharge all its liabilities in respect of the Notes as provided in the Conditions;

(iii) the Security Agent is satisfied in its reasonable opinion, following such certification, that the Issuer is able to discharge such liabilities as provided in the Conditions;

(iv) all payments that are due and payable in priority to such Notes have been made; and

(v) no Class of Notes may be redeemed under such circumstances unless the higher ranking Classes of Notes (or such of them as are then outstanding) are also redeemed in full at the same time.

(b) The amounts payable by the Issuer upon such redemption will be calculated by the Administrator and, for these purposes interest will accrue on the Notes up to but excluding the date of redemption. The amounts payable to the Noteholders shall be equal to the Optional Redemption Amount (as defined in Condition 5.4(c)(iii)).

5.6. Optional Redemption in case of Change of Law

(a) In addition, on each Quarterly Payment Date, the Issuer may at its option (but shall not be under any obligation to do so) redeem all (but not some only) of the Notes, if there is a change in, or any amendment to the laws, regulations, decrees or guidelines of 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 any Class of Notes, 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 14 (*Notice to Noteholders*), 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 to the effect that it will have the funds in the Issuer Accounts, not subject to the interest of any other person, required to discharge all its liabilities in respect of the Notes as provided in the Conditions;

(iii) the Security Agent is satisfied in its reasonable opinion, following such certification, that the Issuer is able to discharge such liabilities as provided in the Conditions; and

(iv) no Class of Notes may be redeemed under such circumstances unless the higher ranking Classes of Notes (or such of them as are then outstanding) are also redeemed in full at the same time.

(b) The amounts payable by the Issuer upon such redemption will be calculated by the Administrator and, for these purposes interest will accrue on the Notes up to but excluding the date of redemption. The amounts payable to the Noteholders shall be equal to the Optional Redemption Amount (as defined in Condition 5.4(c)(iii)).

5.7. Redemption in case of Regulatory Change

(a) On each Quarterly Payment Date, the Issuer shall redeem all (but not some only) of the Notes at the Optional Redemption Amount, if the Seller exercises its option to repurchase the SME Loans from the Issuer upon the occurrence of a change published after the Closing Date (i) in the Basel Capital Accord promulgated by the Basel Committee on Banking Supervision (the ***Basel Accord***) or in the international, European or Belgian regulations, rules and instructions (which includes the solvency regulation of the National Bank of Belgium or the European Central Bank, 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 Accord 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 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 result of which the Class A Notes no longer qualify as eligible collateral for Eurosystem monetary policy purposes and intra-day credit operations by the Eurosystem (a ***Regulatory Change***), by giving not more than sixty (60) calendar days' notice nor less than thirty (30) calendar days' notice in accordance with Condition 14 (*Notice to Noteholders*), provided that no Class of Notes may be redeemed under such circumstances unless the higher ranking Classes of Notes (or such of them as are then outstanding) are also redeemed in full at the same time.

(b) The amounts payable by the Issuer upon such redemption will be calculated by the Administrator and, for these purposes interest will accrue on the Notes up to but excluding the date of redemption. The amounts payable to the Noteholders shall be equal to the Optional Redemption Amount (as defined in Condition 5.4(c)(iii)).

5.8. Notice of Redemption

Any such notice as is referred to in Conditions 5.4(a), 5.4(b), 5.5(a), 5.6(a) and 5.7(a) above shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes for an amount equal to the Optional Redemption Amount.

5.9. Cancellation

All Notes redeemed in full pursuant to the foregoing provisions, or in part (in the event that any claim on the Notes remains unsatisfied after the enforcement of the Security and the application of the proceeds in accordance with the Post-Enforcement Priority of Payments) or otherwise surrendered, will be cancelled upon such redemption or surrender of rights or title to the Notes and may not be resold or re-issued.

5.10. Redemption of the Class C Notes

Provided that no Enforcement Notice has been served, the Issuer will be obliged, as from and including the earlier of (i) the Quarterly Payment Date on which all amounts of interest and principal on the Class A Notes and the Class B Notes will have been paid in full and (ii) the First Optional Redemption Date, to apply the Interest Available Amount, if and to the extent that all payments ranking above item (xiii) in the Interest Priority of Payments have been made in full, to redeem (or partially redeem) on a *pro rata* basis the Class C Notes on each Quarterly Payment Date until fully redeemed.

6. PAYMENTS

6.1. All payments of principal or interest owing under the Notes shall be made through the Domiciliary Agent and the Securities Settlement System in accordance with the rules of the Securities Settlement System.

6.2. No commissions or expenses shall be charged by the Domiciliary Agent to the Noteholders in respect of such payments.

6.3. 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, without prejudice to Condition 8 (Taxation).

6.4. If the due date for payment of any amount of principal or interest in respect of any Note is not a Business Day in the jurisdiction where payment is to be received, no further payments of additional amounts by way of interest, principal or otherwise shall be due.

7. PRESCRIPTION (VERJARING / PRÉSCRIPTION)

Claims for principal or interest under the Notes shall become time barred ten or five years, respectively, after their relevant due date.

8. TAXATION

8.1. All payments of, or in respect of, principal of and interest on, the Notes will be made without withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) of whatever nature imposed or levied by or on behalf of the Kingdom of Belgium, any authority therein or thereof having power to tax (a ***Tax Deduction***), unless the Tax Deduction is required by law. In that event, the Issuer, the Securities Settlement System Operator, the Domiciliary Agent or any other person (as the case may be) will make the required Tax Deduction for the account of the Noteholders, as the case may be, and shall not pay any additional amounts to such Noteholders in respect of any such withholding or deduction. Neither the Issuer, nor any Domiciliary Agent nor the Securities Settlement System Operator nor any other person will be obliged to gross up the payments in respect of the Notes of any Class or to make any additional payments to any Noteholders.

8.2. 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.

9. EVENTS OF DEFAULT

9.1. The Security Agent at its discretion may and, if so requested in writing by the holders of not less than twenty-five (25) per cent. in aggregate Principal Amount Outstanding of the highest ranking Class of Notes outstanding or if so directed by or pursuant to an Extraordinary Resolution of the holders of the highest ranking Class of Notes (subject, in each case, to being indemnified to its satisfaction) (but in the case of the events mentioned in Condition 9.2(b) to 9.2(f) inclusive below, only if the Security Agent shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders of the highest ranking Class of Notes then outstanding), shall be bound to give notice (an Enforcement Notice) to the Issuer declaring the Notes to be immediately due and payable at their Principal Amount Outstanding together with accrued interest at

any time after the occurrence of an Event of Default, and a copy of such notice shall be sent to the Administrator, the Servicer and the Rating Agencies.

9.2. Each of the following events is an ***Event of Default***:

(a) default is made for a period of fifteen (15) Business Days or more in any payment of interest in respect of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class B Notes or Class C Notes when due to be paid in accordance with the Conditions or default is made for a period of fifteen (15) Business Days or more in any payment of principal in respect of the Notes when due to be paid in accordance with the Conditions (for the avoidance of doubt: (i) any suspension of payment of interest in accordance with Condition 1(c) and (ii) any roll-over of Accrued Interest on the Class B Notes or the Class C Notes in accordance with Conditions 4.13 and 4.14, shall not be construed as an Event of Default); or

(b) the Issuer fails to perform or observe any of its other obligations or is in breach under any of the representations and warranties under or in respect of the Notes or the other Transaction Documents and, except where such failure or breach, in the reasonable opinion of the Security Agent, is incapable of remedy, such default or breach continues for a period of thirty (30) calendar days (or such longer period as the Security Agent may agree) after written notice by the Security Agent to the Issuer requiring the same to be remedied (save that if the Issuer fails to comply with the order of the Priority of Payments prior to the service of an Enforcement Notice), such period being reduced to fifteen calendar days to rectify any technical errors);

(c) an order being made or an effective resolution being passed for the winding-up (*ontbinding / dissolution*) of the Issuing Company or Compartment Belgian Lion SME IV 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

(d) the Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in sub-paragraph (c) 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 Belgian Lion SME IV as and when they fall due or the value of its assets allocated to Compartment Belgian Lion SME IV falling to less than the amount of its liabilities or otherwise becomes insolvent; or

(e) proceedings shall be initiated against or by the Issuing Company or Compartment Belgian Lion SME IV under any applicable liquidation, reorganisation, insolvency or other similar law including the Book XX of the Code of Economic Law or an administrative receiver or other receiver, administrator or other similar official (including a *voorlopig bewindvoerder / administrateur provisoire* (ad hoc administrator)) 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 *bevel tot betalen* (notice of demand) is notified to the Issuer under Articles 1499 or 1564 of the *Gerechtelijk Wetboek / Code Judiciaire* (Judicial Code), or *uitvoerend beslag / saisie exécutoire* (distraint) is carried out in respect of the whole or any substantial part of the undertaking or assets allocated to Compartment Belgian Lion SME IV and in any of the foregoing cases it shall not be discharged within thirty (30) Business Days; or

(f) any action is taken by any authority, court or tribunal, which results in the loss of the Issuer of its status as an "institutional VBS" 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.

9.3. Upon any declaration being made by the Security Agent in accordance with Condition 9.1 above that the Notes are due and repayable, the Notes shall, subject to Condition 10 (*Subordination*), immediately become due and repayable at their Principal Amount Outstanding together with accrued interest as provided in these Conditions and the Domiciliary Agency Agreement.

9.4. If an Event of Default has occurred, and unless the Security Agent shall be bound to give an Enforcement Notice in accordance with Condition 9.1 above, the Security Agent may call a meeting of Noteholders and propose to the Noteholders (a) not to give an Enforcement Notice, (b) to proceed with an amicable sale of the Portfolio, and where practical other Collateral, pursuant to a limited private auction procedure on terms set out in the Pledge Agreement (the private auction sale), and (c) to redeem in full all, but not some only, of the Notes, after completion of the sale of the Portfolio, in accordance with the priority of payments (***Enforcement***) set out in Condition 2 (*Status, Security and Priority*). Such proposal shall be deemed approved if the Noteholders shall have approved the proposal in accordance with the provisions (including the required majority and quorum) for a Basic Term Modification.

9.5. The issuance of an Enforcement Notice will be reported to the Noteholders without undue delay in accordance with Condition 14.

10. SUBORDINATION

The Class A Notes will be senior to the Class B Notes and Class C Notes. The Class B Notes will be senior to the Class C Notes.

10.1. Class A Notes

Within the Class A Notes:

(a) the Class A2 Notes and the Class A3 Notes will be subordinated to the Class A1 Notes to the extent that prior to enforcement, no payment of principal by the Issuer on the Class A2 Notes or the Class A3 Notes will be made whilst any Class A1 Note remains outstanding; and

(b) the Class A3 Notes will be subordinated to the Class A2 Notes to the extent that prior to enforcement, no payment of principal by the Issuer on the Class A3 Notes will be made whilst any Class A2 Note remains outstanding.

In respect of:

(a) payments of interest prior to enforcement; and

(b) any amount due in respect of the Class A Notes in case of enforcement,

the Class A1 Notes, the Class A2 Notes and the Class A3 shall however rank *pari passu* without any preference or priority among themselves.

10.2. Class B Notes

(a) Subordination to the Class A Notes

The Class B Notes will be subordinated to the Class A Notes as follows:

(i) until all the Class A Notes have been redeemed in full, principal amounts under the Class B Notes shall not become due and payable;

(ii) interest on the Class B Notes will only be paid in accordance with the Interest Priority of Payments prior to enforcement; and

(iii) in the event of an Enforcement by the Security Agent, any amount due in respect of the Class B Notes will rank behind any amounts due in respect of the Class A Notes, which shall rank in priority in point of payment and security to the Class B Notes in accordance with the Post-Enforcement Priority of Payments following service of an Enforcement Notice.

(b) General subordination

In the event of insolvency (which term includes bankruptcy (*faillissement/faillite*), winding-up (*vereffening/liquidation*) and judicial reorganisation (*gerechtelijke reorganisatie /reorganisation judiciaire*) of Compartment Belgian Lion SME IV, any amount due or overdue in respect of the Class B Notes will:

(i) rank lower in priority in point of payment and security than any amount due or overdue in respect of the Class A Notes; and

(ii) shall only become payable after any amounts due in respect of any Class A Notes have been paid in full.

10.3. Class C Notes

(a) Subordination to the Class A Notes and the Class B Notes

The Class C Notes will be subordinated to the Class A Notes and the Class B Notes as follows:

in the event of an Enforcement by the Security Agent, any amount due in respect of the Class C Notes will rank behind any amounts due in respect of the Class A Notes and the Class B Notes, which shall rank in priority in point of payment and security to the Class C Notes in accordance with the Post-Enforcement Priority of Payments following service of an Enforcement Notice.

(b) General subordination

In the event of insolvency (which term includes bankruptcy (*faillissement/faillite*), winding-up (*vereffening/liquidation*) and judicial reorganisation (*gerechtelijke reorganisatie /reorganisation judiciaire*) of Compartment Belgian Lion SME IV, any amount due or overdue in respect of the Class C Notes will:

(i) rank lower in priority in point of payment and security than any amount due or overdue in respect of the Class A Notes and the Class B Notes; and

(ii) shall only become payable after any amounts due in respect of any Class A Notes and Class B Notes have been paid in full.

10.4. Waiver in case of lack of funds on the Final Redemption Date

Subject to Condition 11.2 (*Limited Recourse*), to the extent that available funds are insufficient to repay any principal and accrued interest outstanding on any Class of Notes on the Final Redemption Date, any amount of the Principal Amount Outstanding of, and accrued interest on, such Notes in excess of the amount available for redemption or payment at such time, will cease to be payable by the Issuer and the Issuer shall be under no obligation to pay any interest or damages or other form of compensation to Noteholders in respect of any amounts of interest that remain unpaid as a result.

10.5. Principal Deficiencies and Allocation

(a) Principal Deficiency Ledgers

Principal deficiency ledgers will be established on behalf of the Issuer by the Administrator in respect of the Class A Notes (***Class A Principal Deficiency Ledger***) and the Class B Notes (***Class B Principal Deficiency Ledger***) and together the ***Principal Deficiency Ledgers***) in order to record any Realised Losses incurred on the SME Loans.

(b) Allocation

Any Realised Losses will, on the relevant Quarterly Calculation Date, be debited to the Principal Deficiency Ledgers sequentially as follows:

(i) *first*, to the Class B Principal Deficiency Ledger up to an amount equal to the aggregate Principal Amount Outstanding of the Class B Notes and if there is sufficient Interest Available Amount then any debit balance on Class B Principal Deficiency Ledger shall be reduced by crediting such funds at item (x) of the Interest Priority of Payments;

(ii) *second* to the Class A Principal Deficiency Ledger up to an amount equal to the aggregate Principal Amount Outstanding of the Class A Notes, and if there is sufficient Interest Available Amount then any debit balance on Class A Principal Deficiency Ledger shall be reduced by crediting such funds at item (vii) of the Interest Priority of Payments.

Any debit balance recorded on the respective Principal Deficiency Ledgers shall be a ***Class A Principal Deficiency*** and a ***Class B Principal Deficiency*** , each a ***Principal Deficiency***, as applicable and as the context requires.

Realised Losses means in relation to a Foreclosed Loan and in respect of any Quarterly Calculation Date, the positive amount by which:

(i) the Current Balance of such Foreclosed Loan as of the relevant Cut-Off Date; exceeds

(ii) the aggregate of all Principal Repayments or Net Proceeds relating to principal amounts received by the Issuer since the relevant Cut-Off Date.

An SME Loan which is in arrears or in default and in respect of which the Servicer has undertaken and completed applicable Foreclosure Procedures (a ***Foreclosed Loan***) shall, to the extent a residual debt remains outstanding, be sold to Fiducaire van het Krediet/Fiduciaire du Crédit NV/SA, an ING collection agency, in order to collect the residual debt.

Principal Repayments means in relation to an SME Loan, any amounts of repayments and prepayments of principal under or in respect of the relevant SME Loan other than any Recoveries (it being understood that, in respect of a Roll Over Term Loan, the roll-over of an advance will not constitute a repayment of principal for the entire amount rolled-over, but only for an amount equal to the positive amount by which the advance before exceeds the advance after the roll-over).

11. ENFORCEMENT OF NOTES – LIMITED RECOURSE AND NON-PETITION

11.1. Enforcement

(a) 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 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:

(i) it shall have been so directed by an Extraordinary Resolution of the highest ranking Class of Notes then outstanding or so requested in writing by the holders of at least twenty-five (25) per cent. in aggregate Principal Amount Outstanding of the highest ranking Class of Notes; and

(ii) it shall have been indemnified to its satisfaction.

(b) Only the Security Agent may enforce the security interests created by or pursuant to the Pledge Agreement and no other Secured Party or Noteholder 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 (30 days being deemed for this purpose to be a reasonable period) and such failure shall be continuing.

(c) The Security Agent cannot, while any of the Notes are outstanding, be required to enforce the Security at the request of any Secured Party under the Pledge Agreement other than the Noteholders of the Notes.

11.2. Limited Recourse

(a) If, on the earlier of (a) the Final Redemption Date; (b) or the date on which a Class of Notes is redeemed in full in accordance with Condition 5.2(a)(i) or 5.2(a)(ii); or (c) the date following the enforcement of the Security and after payment of all other claims ranking in priority to the Notes under the Pledge Agreement in accordance with the Post-enforcement Priority of Payments, to the extent that Principal Available Amount and Interest Available Amount are insufficient to repay any principal and accrued interest outstanding on any Class of Notes, any amount of the Principal Amount Outstanding of, and accrued interest on, such Notes in excess of the amount available for redemption or payment at such time, will cease to be payable by the Issuer. Each of the Noteholders of the Notes agrees with the Issuer and Security Agent that all obligations of the Issuer to the Noteholders and all other Secured Parties are limited in recourse such that only the assets of the Issuer allocated to Compartment Belgian Lion SME IV subject to the relevant Security will be available to meet the claims of the Noteholders and the other Secured Parties.

(b) Any claim remaining unsatisfied after the enforcement and realisation of the Security and the application of the proceeds thereof in accordance with the Post-enforcement Priority of

Payments shall be extinguished and all unpaid liabilities and obligations of the Issuer will cease to be payable by the Issuer. Except as otherwise provided by Condition 11 (*Enforcement of Notes – Limited Recourse and Non-Petition*) or in Condition 12 (*The Security Agent*), none of the Noteholders or any other Secured Party shall be entitled to initiate proceedings or take any other steps to enforce any relevant Security.

11.3. Waiver

The Noteholders waive, (i) all their rights whatsoever pursuant to Article 1184 of the Belgian Civil Code to rescind (*ontbinden/dissoudre*), or demand in legal proceedings the rescission (*ontbinding/dissolution*) of, the Notes and (ii) all rights whatsoever in respect of the Notes pursuant to Article 487 of the Belgian Companies Code (right to rescind (*ontbinden/dissoudre*)).

11.4. Non-Petition

Except as otherwise provided in this Condition 11 (*Enforcement of Notes – Limited Recourse and Non-Petition*) or in Condition12 (*The Security Agent*), no Noteholder or any of the other Secured Parties, shall be entitled to take any steps:

(a) to direct the Security Agent to enforce the relevant Security;

(b) to take or join any person in taking steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to it;

(c) to initiate or join any person in initiating against the Issuer any bankruptcy, winding up, reorganisation, arrangement, insolvency or liquidation proceeding under any applicable law until the expiry of a period of 1 (one) year after the last maturing Note is paid in full;

(d) to take any steps or proceedings that would result in any applicable Priority of Payments not being observed; or

(e) take any action or exercise any rights directly against the Issuer or in connection with the Security.

12. THE SECURITY AGENT

12.1. Appointment

The Security Agent has been appointed by the Issuer as representative of the Noteholders in accordance with Article 271/12, §1, first to seventh indent of the UCITS Act, as representative of the Secured Parties in accordance with Article 5 of the Financial Collateral Law, as representative (*vertegenwoordiger / représentant*) of the Secured Parties in accordance with Article 3 of Title XVII (*Real security on movable assets*) of Book III of the Belgian Civil Code (*Burgerlijk Wetboek / Code civil*) and as irrevocable agent and attorney (*mandataire / mandataris*) of the other Secured Parties upon the terms and conditions set out in the Pledge Agreement and herein.

12.2. Powers, authorities and duties

(a) The Security Agent, acting in its own name and on behalf of the Noteholders and the other Secured Parties, shall have the power:

(i) to accept the Security (on behalf of the Noteholders);

(ii) upon service of an Enforcement Notice, to proceed against the Issuer to enforce the performance of the Transaction Documents (including the Notes) and to enforce the Security;

(iii) to collect all proceeds in the course of enforcing the Security;

(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 open an account in the name of the Secured Parties or in the name of the Security Agent with a credit institution with a rating by the Rating Agencies equal or equivalent to the minimum rating imposed on the GIC Provider from time to time pursuant to the Transaction Documents (an ***Eligible Institution***) for the purposes of depositing the proceeds of enforcement of the Security and to give all directions to the Eligible Institution 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.

(b) 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.

(c) The Security Agent shall not be bound to take any action under its powers or duties other than those referred to in sub-paragraphs (i), (iii) and (v) of paragraph (a) above and paragraph (d) below unless:

(i) it shall have been directed to do so by (i) an Extraordinary Resolution of the highest ranking Class of Notes then outstanding; or (ii) the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the highest ranking Class of Notes; and

(ii) 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.

(d) Whenever the interests of the Noteholders are or can be involved 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*), judicial reorganisation (*gerechtelijke reorganisatie / réorganisation judiciaire*) and any other legal proceedings initiated against the Issuer or any other party to a Transaction Document.

12.3. Amendments to the Transaction Documents

(a) The Security Agent may on behalf of the Noteholders without the consent of the Noteholders and the other Secured Parties, at any time and from time to time, concur with the Issuer and the other parties thereto in making:

(i) any modification to the Transaction Documents which in the opinion of the Security Agent may be proper provided that the Security Agent is of the opinion that such modification is not materially prejudicial to the interests of the Noteholders and provided that such modification will in its reasonable opinion not adversely affect the then current ratings assigned to the Notes; or

(ii) any modification 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.

(b) Any such modification shall be binding on the Noteholders. In no event may such modification be a Basic Term Modification (as defined in Condition 13.7 (Basic Term Modification)). The Issuer shall cause notice of any such modification to be given to the Rating Agencies and the Noteholders.

(c) In determining whether or not any proposed change, event or action 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.

(d) 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 (in accordance with Schedule 2 to the Pledge Agreement) or to refuse the proposed amendment or variation.

12.4. Waivers

The Security Agent may, without the consent of the 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, these Conditions or any of the other 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. In determining whether or not the interests of the Noteholders will be materially prejudiced, 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.

12.5. Conflicts of interest

(a) General

The Security Agent shall take account of the interests of the Secured Parties to the extent that there is no conflict amongst them. If:

(i) an actual conflict exists or is likely to exist between the interests of 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. 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.

(b) Class A Noteholders

For so long as there are any Class A Notes outstanding, the Security Agent is to have regard solely to the interests of the Class A Noteholders if, in the Security Agent's opinion, there is a conflict between the interests of: (a) the Class A Noteholders and (b) the holders of the Class B Notes, the holders of the Class C Notes and/or any other Secured Parties (provided that if there is a conflict of interest in respect of such parties, the applicable Priority of Payments shall determine which interests shall prevail).

(c) Class B Noteholders

If there are no longer any Class A Notes outstanding, but for so long as there are any Class B Notes outstanding, the Security Agent is to have regard solely to the interests of the Class B Noteholders if, in the Security Agent's opinion, there is a conflict between the interests of (a) the Class B Noteholders and (b) the holders of the Class C Notes and/or any other Secured Parties (provided that if there is a conflict of interest in respect of such parties, the applicable Priority of Payments shall determine which interests shall prevail).

(d) Class C Noteholders

If there are no longer any Class B Notes outstanding, but for so long as there are any Class C Notes outstanding, the Security Agent is to have regard solely to the interests of the Class C Noteholders if, in the Security Agent's opinion, there is a conflict between the interests of (a) the Class C Noteholders and (b) any other Secured Parties (provided that if there is a conflict of interest in respect of such parties, the applicable Priority of Payments shall determine which interests shall prevail).

(e) Issuer and Secured Parties

(i) Further, to the extent that:

(A) an actual conflict exists or is likely to exist between the interests of the Issuer and the Secured Parties, and the interests of the 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 other Secured Parties (other than the Seller) in priority to the interests of the Seller.

(ii) In relation to any duties, obligations and responsibilities of the Security Agent to the other Secured Parties in its capacity as agent of the Secured Parties in relation to the Collateral and under or in connection with the Pledge Agreement and any other Transaction Document, the Security Agent shall discharge these by performing and observing its duties, obligations and responsibilities as representative of the Noteholders in accordance with the provisions of the Pledge Agreement, the other Transaction Documents and the Conditions.

12.6. Replacement of the Security Agent

(a) 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:

(i) in the same resolution a substitute security agent is appointed; and

(ii) such substitute security agent meets all legal requirements, if any, to act as security agent in respect of an Institutional VBS and accepts to be bound by the terms of the Pledge Agreement and all other Transaction Documents in the same way as its predecessor.

(b) If any of the following events (each a ***Security Agent Termination Event***) shall occur, 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 this 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 *(gerechtelijk reorganisatie / reorganisation judiciaire*) or other insolvency proceeding under applicable laws; or

(v) the Security Agent is rendered 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 management (*bestuur*) of the Security Agent is in one of the circumstances as set out under (b) or (d) above;

then the Issuer may 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 Condition.

(c) 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.

12.7. Accountability, Indemnification and Exoneration of the Security Agent

(a) With respect to the exercise of its powers, authorities and discretions the Security Agent shall have regard to the interests of the Noteholders of a particular Class as a Class and shall not have regard to the consequences of such exercise for individual Noteholders.

(b) If so requested in advance by the board of directors or the Noteholders, the Security Agent shall report to the general meeting of Noteholders on the performance of its duties under the Pledge Agreement provided such request is notified by registered mail no later than 10 Business Days prior to the relevant general meeting of Noteholders. The board of directors shall require such report if so requested by those Noteholders who have requested that such general meeting be convened.

(c) In determining whether or not the exercise of any power, trust, authority, duty or discretion under or in relation to these 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.

(d) 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 unless indemnified to its satisfaction.

(e) The Security Agent shall not be liable to the Issuer, the Noteholders or any of the other Secured Parties 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.

(f) 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 Collateral, 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.

(g) The Security Agent shall have no liability for any breach of or default under its obligations under the Pledge Agreement and under any other Transaction Document if and to the extent that such breach is caused by any failure on the part of the Issuer to perform any of its material obligations under the Pledge Agreement or by any failure on the part of the Issuer or any of the Secured Parties to duly perform any of its material obligations under any of the other Transaction Documents. In the event that the Security Agent is rendered unable to duly perform its obligations under any of the Transaction Documents by any circumstances beyond its control, the Security Agent shall not be liable for any failure to carry out the 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 Pledge Agreement and under any other Transaction Documents which are thus affected will be suspended without liability for the Security Agent.

(h) The Security Agent shall not be responsible for ensuring that any Security 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 described in the Pledge Agreement in relation to the assets of the Issuer which are purported to be secured thereby and the Security Agent may, until it has actual knowledge or express notice to the contrary, assume the Issuer is observing and performing all its obligations under the Pledge Agreement or any other Transaction Documents and in any notices or acknowledgements delivered in connection with any such documents.

12.8. Ratings withdrawal

(a) In the event any of the Rating Agencies (other than upon request of the Issuer) would decide no longer to rate the Class A Notes and withdraw its rating of the Class A Notes, all references in the Transaction Documents to the “Rating Agencies” will be deemed to refer solely to the Rating Agency(ies)that rates the Class A Notes and all references to the Rating Agency(ies) that has(have) ceased to rate the Class A Notes, will be deemed no longer to be applicable.

(b) A withdrawal of the ratings by the Rating Agencies would not constitute an Event of Default or a breach of the obligations of the Issuer.

13. MEETINGS OF NOTEHOLDERS, MODIFICATIONS AND WAIVERS

13.1. General

The Articles 7:162 to 7:176 of the Company Code shall only apply to the extent that the Conditions, the by-laws of the Issuer or the Transaction Documents do not contain provisions which differ from the provisions contained in such articles. The Transaction Documents contain in particular, but without limitation, the following provisions that differ from the provisions of the Company Code:

(a) the board of directors or the Auditor may at all times convene a meeting of Noteholders and will be required to convene a meeting of the Noteholders at the request of the Security Agent or of Noteholders representing not less than one-tenth of the aggregate Principal Amount Outstanding of the Notes; and

(b) the provisions of Article 7:165 of the Company Code will not apply and the notices in relation to meetings of the Noteholders will be published as set out in Condition 14 (*Notice to Noteholders*);

(c) in addition to the provisions of Article 7:162 of the Company Code, the meeting of Noteholders and the Security Agent shall have all the powers given to them in the Transaction Documents, including, but not limited to, those given to them in the Conditions;

(d) the reasons for convening a meeting of Noteholders is not limited to the reasons set out in the Company Code; and

(e) any physical meeting of Noteholders will be held at the registered seat of the Issuer or at such other location in Belgium as will be notified in the convocation of the meeting of Noteholders.

13.2. Access to meetings of Noteholders

Schedule 2 of 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.

13.3. Conflicts of interests

The following provisions shall apply where outstanding Notes belong to more than one Class:

(a) business which in the opinion of the Security Agent affects the Notes of only one Class shall be transacted at a separate meeting of the Noteholders of that Class;

(b) business which in the opinion of the Security Agent affects the Notes of more than one Class but does not give rise to an actual or potential conflict of interest between the Noteholders of one such Class and the Noteholders of any other Class shall be transacted either at separate meetings of the Noteholders of each such Class or at a single meeting of the Noteholders of all such Classes as the Security Agent shall in its absolute discretion determine;

(c) business which in the opinion of the Security Agent affects the Notes of more than one Class and gives rise to an actual or potential conflict of interest between the

Noteholders of one such Class and the Noteholders of any other such Class shall be transacted at separate meetings of the Noteholders of each such Class; and

(d) as may be necessary to give effect to the above provisions, the preceding paragraphs shall be applied as if references to the Notes and Noteholders were to the Notes of the relevant Class and to the Noteholders of such Notes.

13.4. Binding Resolutions

(a) Any resolution passed at a meeting of the Noteholders of a particular Class of Notes duly convened and held in accordance with the Conditions shall be binding upon all the Noteholders of such Class whether present or not present at such meeting and whether or not voting, provided that:

(i) no Basic Term Modification shall be effective unless the modification is approved by an Extraordinary Resolution passed at a general meeting of the Noteholders duly convened and held in accordance with the rules set out in Schedule 2 of the Pledge Agreement for approving a Basic Term Modification; and

(ii) no Extraordinary Resolution of the Class B Noteholders shall be effective unless (i) the Security Agent is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders; (ii) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders; or (iii) none of the Class A Notes remain outstanding.

(iii) no Extraordinary Resolution of the Class C Noteholders shall be effective unless (i) the Security Agent is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and the Class B Noteholders; (ii) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders and of the Class B Noteholders; or (iii) none of the Class A Notes and the Class B Notes remain outstanding.

(b) An Extraordinary Resolution passed at any meeting of the Class A Noteholders shall be binding on all Class B Noteholders and all Class C Noteholders irrespective of the effect upon them, except an Extraordinary Resolution to sanction a Basic Term Modification (as defined below), which shall not take effect unless it shall have been sanctioned by an Extraordinary Resolution of the relevant Class of Noteholders.

(c) An Extraordinary Resolution passed at any meeting of Class B Noteholders shall not be effective for any purpose while any Class A Notes remain outstanding unless either (a) the Security Agent is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders, or (b) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders.

(d) An Extraordinary Resolution passed at any meeting of Class C Noteholders shall not be effective for any purpose while any Class A Notes or Class B Notes remain outstanding unless either (a) the Security Agent is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders and the Class B Noteholders, or (b) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders or the Class B Noteholders.

13.5. Written Resolutions

A resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a general meeting in accordance with the provisions contained in these Conditions shall for all purposes be as valid and binding as an Extraordinary Resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions contained in these Conditions.

13.6. Requisitions

The board of directors or the Auditor for the time being of the Issuer may at any time and must upon a request in writing of (a) Noteholders holding not less than one-tenth of the aggregate Principal Amount Outstanding of the Notes of the relevant Class or (b) the Security Agent (subject to its being indemnified to its satisfaction against all costs and expenses thereby occasioned), convene a general meeting of the Noteholders of the relevant Class of Notes.

13.7. Basic Term Modification

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 is referred to herein as a ***Basic Term Modification***.

13.8. Quorum

(a) The quorum at any general meeting of Noteholders of the relevant Class (other than where the business of such meeting includes the proposal of a Basic Term Modification (as defined above)) will be one or more persons holding or representing over fifty (50) per cent. of the aggregate Principal Amount Outstanding of the Notes of the relevant Class of Notes or at any adjourned meeting one or more persons holding or representing Notes of the relevant Class of Notes whatever the aggregate Principal Amount Outstanding of the relevant Class of Notes 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.

(b) The quorum at any general meeting of Noteholders for passing an Extraordinary Resolution in respect of a Basic Term Modification shall be one or more persons holding or representing not less than seventy-five (75) per cent. of the aggregate Principal Amount Outstanding of the Notes of the relevant Class of Notes or, at any adjourned meeting, one or more persons holding or representing not less than twenty-five (25) per cent. of the aggregate Principal Amount Outstanding of the Notes in the relevant Class of Notes at the time of the meeting.

(c) At any adjourned meeting (other than a meeting convened at the request of the Noteholders) the quorum for:

(i) approving a Basic Term Modification at the general meeting shall be one or more persons present in person holding Notes and/or voting certificates and/or being proxies and being or representing in the aggregate the holders of not less than

twenty-five (25) per cent. of the aggregate Principal Amount Outstanding of the relevant Class of Notes; and

(ii) approving any other resolution shall be one or more persons present in person holding Notes and/or voting certificates and/or being proxies.

13.9. Voting

At any meeting (a) on a show of hands every Noteholder (being an individual) who is present in person and produces a declaration of a Securities Settlement System Participant of its Notes being blocked until that date of the meeting (***blocking certificate***) or is a proxy shall have one vote in respect of each Note and (b) on a poll every person who is so present shall have one vote in respect of each EUR 10,000 of Principal Amount Outstanding of Notes referred to on the blocking certificate or in respect of which that person is a proxy.

13.10. Majorities

(a) The majority required for an Extraordinary Resolution shall be seventy-five (75) per cent. of the votes cast on that resolution, whether on a show of hands or a poll.

(b) The majority for every resolution other than an Extraordinary Resolution shall be a simple majority.

13.11. Powers

The meeting shall have all the powers expressly given to it by the by-laws of the Issuer, the Pledge Agreement, these Conditions or any other Transaction Document. The following powers may only be exercised by way of an Extraordinary Resolution:

(n) power to sanction any proposal by the Issuer for any alteration, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer, whether such rights shall arise under the Conditions, the Notes or otherwise;

(o) power to sanction the exchange or substitution of the Notes or the conversion of the Notes into shares, stock, convertible Notes, or other obligations or securities of the Issuer or any other body corporate formed or to be formed;

(p) power to assent to any alteration of the provisions contained in the Conditions, the Notes, the Pledge Agreement or any of the Transaction Documents or which shall be proposed by the Issuer and/or the Security Agent;

(q) power to authorise the Security Agent to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

(r) power to discharge or exonerate the Security Agent from any liability in respect of any act or omission for which the Security Agent may have become responsible under or in relation to the Conditions, the Notes, the Pledge Agreement or any of the Transaction Documents;

(s) power to give any authority, direction or sanction, which under the provisions of the Conditions or the Notes is required to be given by Extraordinary Resolution;

(t) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or

committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;

(u) power to sanction the release of the Issuer or of the whole or any part of the Collateral from all or any part of the principal moneys and interest owing in respect of the Notes; and

(v) power to authorise the Security Agent or any receiver appointed by it where it or he shall have entered into possession of the Collateral or otherwise enforced the Security in relation thereto to discontinue enforcement of any security constituted by the Pledge Agreement either unconditionally or upon any conditions.

13.12. Compliance

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.

13.13. Conflicts of Interest

In order to avoid any potential conflict of interest, if and as long as any Notes are held by ING or any of its affiliates (***ING Related Noteholders***), all quorums and voting majorities set out above required to pass a Noteholders' resolution, will have to be met in respect of (the group consisting of ING Related Noteholders on the one hand) and the group of all other Noteholders (excluding the ING Related Noteholders).

14. NOTICE TO NOTEHOLDERS

14.1. All notices, other than notices given in accordance with the next paragraphs, to Noteholders of any Class shall be deemed to have been duly given if a notice in English and Dutch is published in a leading daily newspaper with general circulation in Belgium. If any such publication is not practicable, publication may be in another leading newspaper printed in the relevant language having general circulation in Europe 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 Belgian State Gazette (*Belgisch Staatsblad* / *Moniteur Belge*). 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 twice, with an interval of eight (8) calendar days between each publication, the second publication being at least three (3) 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 13 (*Meetings of Noteholders, Modifications and Waivers*) hereof and the relevant provisions contained in Schedule 4 of the Pledge Agreement.

14.2. 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 that 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.

14.3. Notices specifying a Payment Date, an Interest Rate, an Interest Amount, a payment of principal (or absence thereof), a Principal Amount Outstanding or a Note Factor or relating

generally to payment dates, payments of interest, 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 Business Days before a 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 Manager or the Security Agent to the extent the Noteholders have been identified.

15. GOVERNING LAW

15.1. These Conditions are governed by and shall be construed in accordance with, Belgian law.

15.2. The courts of Brussels, Belgium have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Notes.

SECTION 22

QUALIFYING INVESTORS UNDER THE UCITS ACT

Pursuant to Article 5, §3 and §3/1 of the UCITS Act, Professional Investors (as defined below) are Qualifying Investors, subject to restrictions or extensions as determined by royal decree.

For purposes of the definition of Qualifying Investors, ***Professional Investors*** means the professional clients listed under Annex A to the royal decree of 3 June 2007 concerning further rules for implementation of the directive on markets in financial instruments (the ***MiFID I RD***) and the eligible counterparties in the meaning of Article 3, §1 of the MiFID I RD. As from 3 January 2018, the MiFID I RD has been abrogated by the new royal decree of 19 December 2017 concerning further rules for implementation of the directive on markets in financial instruments (the ***MiFID II RD***). The list of Professional Investors as included in the MiFID II RD is as follows:

(a) entities that must be licensed or regulated to be active on the financial markets. The below list should be seen as a list of all licensed entities that perform the typical tasks of these entities: entities licensed by a member state on the basis of a directive, entities licensed by a member state or that is regulated by a member state, not on the basis of a directive, and entities licensed by a third country or that are regulated by a third country:

  (i) credit institutions;

  (ii) investment firms;

  (iii) other licensed or regulated financial institutions;

  (iv) insurance companies;

  (v) collective investment undertakings and their management companies;

  (vi) pension funds and their management companies;

  (vii) traders in commodities futures and derivated instruments (*handelaren in grondstoffen en grondstoffenderivaten / intermediaries en matières premières et instruments dérivés sur celles-ci*);

  (viii) local companies (“locals”);

  (ix) other institutional investors;

(b) large companies other than those contemplated in item (a) above, that satisfy at least two of the following three criteria, on individual basis:

  (i) balance sheet total of EUR 20 million;

  (ii) net turnover of EUR 40 million;

  (iii) equity of EUR 2 million;

(c) the Belgian state, Communities and Regions, foreign national and regional authorities, public undertakings in charge of the public debt, central banks, international and supranational institutions such as the World Bank, the IMF, the European Central Bank, the European Investment Bank, and other similar international institutions;

(d) other institutional investors of 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 the definition of Qualifying Investors as follows:

(a) other legal persons than those listed in paragraphs (a) to (d) above may request to be recognised as Qualifying Investors by the FSMA, which will be included in the register of qualifying investors held by the FSMA following a duly completed explicit request;

(b) private individuals are not considered as Professional Investors for purposes of the definition of Qualifying Investors; and

(c) Professional Investors that have elected to be treated as non-Professional Investors under the MiFID II RD are still considered as Professional Investors for purposes of the definition of Qualifying Investors under the UCITS Act.

SECTION 23

General information

23.1 To date only the first six Compartments have effectively started their activities (the Belgian Lion RMBS I Securitisation as far as Compartment Belgian Lion RMBS I is concerned (this transaction has been unwound), the Belgian Lion SME I Securitisation as far as Compartment Belgian Lion SME I is concerned (this transaction has been unwound), the Belgian Lion RMBS II Securitisation as far as Compartment Belgian Lion RMBS II is concerned (this transaction has been unwound), the Belgian Lion SME II Securitisation as far as Compartment Belgian Lion SME II is concerned (this transaction has been unwound), the Belgian Lion SME III Securitisation as far as Compartment Belgian Lion SME III is concerned (this transaction will be unwound on or about the date hereof) and the transaction described in the current Prospectus as far as Compartment Belgian Lion SME IV is concerned).

23.2 Since the date of its incorporation, the Issuing Company has not entered into any material contract other than a contract entered into in its ordinary course of business (including the transaction documents under the Belgian Lion RMBS I Securitisation, the Belgian Lion SME I Securitisation, the Belgian Lion RMBS II Securitisation, the unwinding of the Belgian Lion RMBS I Securitisation, the unwinding of the Belgian Lion SME I, the unwinding of the Belgian Lion RMBS II Seceuritisation, the SME II Securitisation and the unwinding of the Belgian Lion SME II, and the SME III Securitisation and the unwinding of the Belgian Lion SME III).

23.3 Since 10 December 2008 (being the date of incorporation of the Issuing Company), there has been:

(1) no material adverse change in the financial position or prospects of the Issuing Company; and

(2) other than the Belgian Lion RMBS I Securitisation, the Belgian Lion SME I Securitisation, the unwinding of the Belgian Lion RMBS I Securitisation, Belgian Lion RMBS II Securitisation, the unwinding of the Belgian Lion SME I Transaction, Belgian Lion SME II Securitisation, the unwinding of the Belgian Lion SME II Transaction, the Belgian Lion SME III Securitisation, the unwinding of the Belgian Lion RMBS I Securitisation, the unwinding of the Belgian Lion SME III Securitisation and the Transaction, no significant change in the trading or financial position of the Issuing Company.

23.4 The Issuing Company has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, and the Issuing Company has not created any mortgages, charges or given any guarantees other than under the Belgian Lion RMBS I Securitisation, the Belgian Lion SME I Securitisation, the Belgian Lion RMBS II Securitisation, the Belgian Lion SME II Securitisation, the Belgian Lion SME III Securitisation and the transaction described in this Prospectus.

23.5 The Issuer shall publish the following accounts and reports and shall make available to the public as a whole: the audited annual financial statements, the annual report and the Monthly Investor Report to be prepared by the Administrator pursuant to the Administration Agreement.

The audited annual financial statements and the annual report of the Issuing Company prepared annually will be made available, free of charge, at the specified offices of the Domiciliary Agent.

The monthly Investor Report will be made available on www.ing.be/investor relations.

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 and mandatory information).

23.6 A copy of the Issuing Company's articles of association is available, free of charge, at the office of the Issuer and at the offices of the Domiciliary Agent.

23.7 Copies of the following documents may be inspected during usual business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the registered office of the Issuer and at the specified offices of the Domiciliary Agent at any time after the Closing Date:

(1) GIC Provider Agreement;

(2) Administration Agreement;

(3) Corporate Services Agreement;

(4) Clearing Agreement;

(5) Domiciliary Agency Agreement;

(6) Master Definitions Agreement;

(7) SME Receivables Purchase Agreement;

(8) Pledge Agreement;

(9) Servicing Agreement;

(10) the most recent balance sheet of the Issuer and the auditor's report thereon.

23.8 The main transaction expenses are set out in Section 20 (related Party Transactions – Material contracts). Total expenses related to admission of the Notes to trading on Euronext Brussels are estimated to about EUR 54,000.

23.9 It is expected that the STS Verification prepared by the PCS will be available on its website at https://www.pcsmarket.org/sts-verification-transactions/.

SECTION 24

INDEX OF DEFINED TERMS

REGISTERED OFFICES

ISSUER

Belgian Lion NV/SA, *Institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge*
acting through its Compartment Belgian Lion SME IV
Marnixlaan 23, 5th floor
1000 Brussels, Belgium

SELLER, SERVICER, ADMINISTRATOR, MANAGER, CORPORATE SERVICES PROVIDER, DOMICILIARY AGENT, LISTING AGENT, GIC PROVIDER AND CALCULATION AGENT

ING Belgium NV/SA
Avenue Marnix 24
1000 Brussels, Belgium

ARRANGER

ING Bank N.V.
Bijlmerplein 888
1102 MG Amsterdam Zuidoost, The Netherlands

SECURITY AGENT

Stichting Security Agent Belgian Lion
Basisweg 10, 1043 AP Amsterdam, The Netherlands

AUDITOR

Deloitte Bedrijfsrevisoren/Réviseurs d'Entreprises BV
Luchthaven Brussel Nationaal 1J
1930 Zaventem, Belgium

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Luchthaven Brussel Nationaal 1K
1930 Zaventem, Belgium

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