



## **POWER OF ATTORNEY AND CONFIRMATION OF LEGAL ACTS**

To whom it may concern

**Our reference**

JZ/2539256/ra

(MTN AUS 125)

The undersigned, J.C. Reichardt, in its capacity of Member of the Executive Board of BNG Bank N.V., with registered office in The Hague, The Netherlands, hereinafter referred to as the "Bank", and as such duly authorized to represent the Bank, hereby grants to:

- B.P.M. van Dooren, residing in Oegstgeest, The Netherlands, and/or
- W.J. Littel, residing in Woerden, The Netherlands, and/or
- G.J.A.W.M. Hoorn, residing in The Hague, The Netherlands, and/or
- M.V. Ketting, residing in Katwijk aan Zee, The Netherlands, acting alone

the power to represent the Bank with regard to the signing, execution and delivery of any and all documents in connection with the issue on 7 August 2019 by the Bank of the 3.30 per cent. Notes in the amount of AUD 15,000,000 (say: fifteen million Australian dollars), which will be a reopening of and become fungible and form a single series with the existing issues of:

- AUD 230,000,000, issued on 26 October 2018 (Series no. AUS 102 (i, ii)),
- AUD 50,000,000, issued on 16 November 2018 (Series no. AUS 103),
- AUD 30,000,000, issued on 7 December 2018 (Series no. AUS 104),
- AUD 30,000,000, issued on 7 February 2019 (Series no. AUS 107),
- AUD 25,000,000, issued on 15 February 2019 (Series no. AUS 108),
- AUD 20,000,000, issued on 26 April 2019 (Series no. AUS 111),
- AUD 15,000,000, issued on 15 May 2019 (Series no. AUS 113),
- AUD 15,000,000, issued on 21 May 2019 (Series no. AUS 114),
- AUD 25,000,000, issued on 28 May 2019 (Series no. AUS 115),
- AUD 25,000,000, issued on 17 June 2019 (Series no. AUS 117),
- AUD 75,000,000, issued on 25 June 2019 (Series no. AUS 118),
- AUD 25,000,000, issued on 11 July 2019 (Series no. AUS 119),
- AUD 75,000,000, issued on 19 July 2019 (Series no. AUS 120),
- AUD 25,000,000, issued on 16 July 2019 (Series no. AUS 122),
- AUD 30,000,000, issued on 31 July 2019 (Series no. AUS 124),

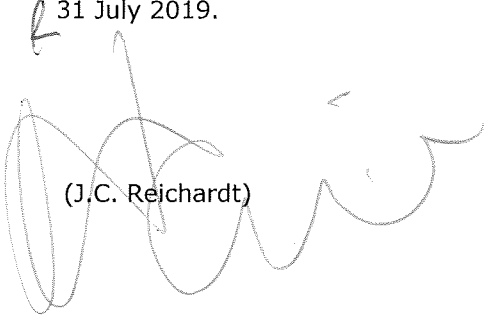
all maturing on 26 April 2029, hereinafter referred to as the "Issue", under the AUD 10,000,000,000 Medium Term Note Programme for the Australian Domestic Market entered into by the Bank on 14 September 1999 (as amended) and to do everything in connection with the Issue as they deem necessary and to sign, execute and deliver any and all documents in connection with the Issue, including any amendments and restatements to such documents.

This proxy expires on 7 September 2019.

Furthermore, the undersigned aforementioned, confirm all legal acts with regard to the Issue performed on behalf of the Bank by B.P.M. van Dooren and/or W.J. Littel and/or G.J.A.W.M. Hoorn and/or M.V. Ketting, aforementioned, as of 30 July 2019 until and including 31 July 2019.

Thus declared and signed in singlefold at The Hague, The Netherlands, on

31 July 2019.



(J.C. Reichardt)

**Our reference**

JZ/2539256/ra

(MTN AUS 125)

**Page**

2 of 2



**POWER OF ATTORNEY**

BNG Bank N.V. ("BNG"), acting through the undersigned

Koninginnegracht 2  
2514 AA The Hague  
The Netherlands  
T +31 70 3750 750  
www.bngbank.com

With reference to article 9 of the Articles of Association of BNG (the conditions of which have been fulfilled):

hereby grants power of attorney to each of:

1. G.J. Salden; and / or
2. J.C. Reichardt; and / or
3. O.J. Labe;

as duly authorized representative of BNG, to solely and independently, on behalf of BNG, and with full power of substitution and delegation,

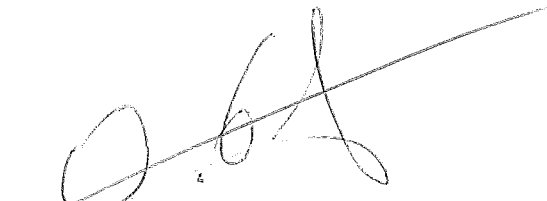
**Our reference**  
JZ/2517399/eq

enter into agreements and to execute and deliver any and all documents in all cases in which the Articles of Association of BNG require that BNG shall be represented by two members of the Executive Board of BNG acting jointly; and to further do anything which is useful or necessary in connection with the foregoing.

This Power of Attorney may only be used during the following period:  
- 29 July up to and including 2 August 2019.

Thus declared and signed in singlefold at The Hague, The Netherlands on 13 June 2019.

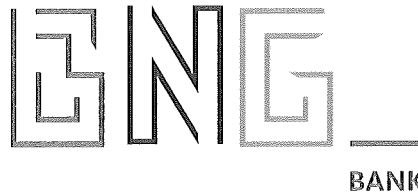
  
\_\_\_\_\_  
Name: **Gita Salden**  
Title: *President Executive Board*

  
\_\_\_\_\_  
Name: **Olivier Labe**  
Title: **Member Executive Board**

\* Article 9 Articles of Association BNG Bank N.V.

1. The Executive Board shall have power to represent the company.
2. This power of representation shall also be vested in:
  - a. two members of the Executive Board acting jointly;
  - b. one member of the Executive Board together with a holder of a power of attorney.
3. The Executive Board may, subject to the approval of the Supervisory Board, confer on members of the Executive Board and employees of the company the power to represent the company, subject to its responsibility and with due observance of the limitations which it considers necessary, and shall determine the titles to be carried by them.

BNG Bank is a trade name of BNG Bank N.V. with registered office in The Hague, Trade Register no 27008387



Computershare Investor Services Pty Limited  
Yarra Falls  
452 Johnston Street  
Abbotsford VIC 3067  
Australia  
Attention: Fixed Interest Payments

The Hague, 2 August 2019

RE: **BNG BANK N.V. ("BNG")**

**Issue of A\$15,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 (to be consolidated and form a single Series with the Issuer's existing A\$230,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 26 October 2018, A\$50,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 16 November 2018, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 7 December 2018, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 7 February 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 15 February 2019, A\$20,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 26 April 2019, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 15 May 2019, A\$15,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 21 May 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 28 May 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 17 June 2019, A\$75,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 25 June 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 11 July 2019, A\$75,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 19 July 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 26 July 2019 and A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 31 July 2019) (MTN AUS (125))**

Dear Sir

Regarding the above mentioned issue of BNG, which settles on 7 August 2019, please find below the wiring instructions for delivering the proceeds to BNG.

Proceeds to be delivered: A\$17,104,800  
Value Date: 7 August 2019  
Name of Bank: National Australia Bank Limited  
City: Melbourne  
Swift Code: NATAAU33032  
Account Number at Bank: 1803072109500  
Beneficiaries' Bank Account Name: BNG BANK N.V.  
Beneficiaries' Address: Koninginnegracht 2  
2514 AA The Hague  
The Netherlands

Should you have any questions, or need further assistance please do not hesitate to contact Soerin Ramdjiawan, phone +31 70 3750 207, email: [bo@bngbank.nl](mailto:bo@bngbank.nl).

Yours faithfully,  
**BNG Bank N.V.**

A handwritten signature in black ink, appearing to be 'B.P.M. van Dooren', written over a horizontal line.

**B.P.M. van Dooren**  
Head of Capital Markets



Computershare Investor Services Pty Limited  
Yarra Falls  
452 Johnston Street  
Abbotsford VIC 3067  
Australia  
Attention: Fixed Interest Payments

The Hague, 2 August 2019

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Dear Sir

Could you please arrange for the settlement of the following BNG issue via Computershare Investor Services Pty Limited:

Value Date: 7 August 2019  
Issuer I.D.: BNGT  
Series I.D.: BNGT20  
ISIN: AU3CB0258028  
Face Value: A\$15,000,000  
Maturity Date: 26 April 2029  
Books close date: 7 business days prior to interest payment date  
Consideration: Delivery vs. payment  
Proceeds to be delivered: A\$17,104,800  
Purchaser: Royal Bank of Canada  
Austraclear securities account number: ROYC23

Yours faithfully,  
**BNG Bank N.V.**

**B.P.M. van Dooren**  
Head of Capital Markets



## TERMS SHEET

BANK

2 August 2019

To: **Royal Bank of Canada**  
 (ABN 86 076 940 880)  
 Level 47  
 2 Park Street  
 Sydney NSW 2000  
 Australia

**BNG Bank N.V.**  
 Back Office – Dealing Room  
 Koninginnegracht 2  
 2514 AA The Hague  
 The Netherlands

**BNG BANK N.V. - MTN PROGRAMME**

**MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the MTNs has led to the conclusion that: (i) the target market for the MTNs is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the MTNs to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the MTNs (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 MTNs (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

We hereby confirm the following agreement for the issue to Royal Bank of Canada of MTNs, each having the terms and conditions set out below, and otherwise in accordance with the terms and conditions of the Deed of Terms and Conditions dated 14 September 1999 (as amended and restated on 28 August 2018) made by the Issuer, the Manager and the Registrar. Terms not defined herein have the meanings given to them in the Deed of Terms and Conditions.

**Overall MTN Details**

Issuer:		BNG Bank N.V.
Dutch Bail-in Power:		As set out more fully in clause 5.2 (“Dutch Bail-in Power”) of the Deed of Terms and Conditions, by subscribing or otherwise acquiring the MTNs, the Noteholders shall be bound by the exercise of any Dutch Bail-in Power by the Resolution Authority. See also the sections of the Information Memorandum dated 28 August 2018 entitled “Programme Summary – Bail-in” on pages 6 and 7 and “Dutch Bail-in Power” on pages 10 and 11.
EEA selling restrictions:		MTNs may only be offered, sold, transferred or delivered within the European Economic Area, subject to the European Economic Area selling restriction on pages 15 and 16 of the Information Memorandum dated 28 August 2018.
Principal Amount (face amount) on the Issue Date of each MTN:		A\$1,000 (Note: Subject to minimum consideration payable within Australia of A\$500,000 disregarding moneys lent by the offeror or its associates or the MTNs are otherwise offered and transferred in a manner that does not require disclosure under Part 6D.2 of the Corporations Act 2001 of Australia and, in all cases, all offers, sales and transfers comply with the Conditions)



Number of MTNs to be issued:		15,000 (to be consolidated and form a single Series with the Issuer's existing A\$230,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 26 October 2018, A\$50,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 16 November 2018, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 7 December 2018, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 7 February 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 15 February 2019, A\$20,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 26 April 2019, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 15 May 2019, A\$15,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 21 May 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 28 May 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 17 June 2019, A\$75,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 25 June 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 11 July 2019, A\$75,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 19 July 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 26 July 2019 and A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 31 July 2019)
Aggregate Principal Amount of MTNs to be issued:		A\$15,000,000
Total Principal Amount of the Series:		A\$725,000,000
Type of MTNs:	<input type="checkbox"/>	Amortised Notes
	<input checked="" type="checkbox"/>	Fixed Rate Notes
	<input type="checkbox"/>	Floating Rate Notes
	<input type="checkbox"/>	Indexed Notes
	<input type="checkbox"/>	Structured Notes
	<input type="checkbox"/>	Zero Coupon Notes
	<input type="checkbox"/>	Other (specify) _____
Australian Notes/ New Zealand Notes:		Australian Notes
Maturity Date:		26 April 2029
Issued at:	<input type="checkbox"/>	Par
	<input type="checkbox"/>	Discount
	<input checked="" type="checkbox"/>	Premium
Purchase Price:		113.389% of the Aggregate Principal Amount of A\$15,000,000 (plus accrued interest payable for the period from and including 26 April 2019 to but excluding 7 August 2019 of 103 days in the amount of A\$139,350)

*In the event the Tenor of the MTN consists of a number of days which is not evenly divisible by the number of whole months in the Interest Period, the Purchase Price of the MTN will take into account the interest owed for days not in the Tenor of the MTN (in the event the number of months is rounded up) or interest not owed for days in the Tenor of the MTN (in the event the number of months is rounded down).*



Issue Date:	7 August 2019	BANK
Lead Manager:	Royal Bank of Canada	

### Interest Calculation and Payment, Repayment

(a) <b>Amortised Notes</b>		N/A
(b) <b>Fixed Rate Notes</b>		
Fixed Interest Rate:		3.30 per cent. per annum payable semi-annually in arrear
Interest Payment Dates:		26 April and 26 October in each year from, and including, 26 October 2019 to, and including the Maturity Date (subject to adjustment in accordance with clause 8.6 of the Deed of Terms and Conditions).
Redemption Amount:		A\$1,000 per MTN (100 per cent. of the Principal Amount (face amount) of each MTN)
Fixed Coupon Amount:		A\$16.50 per MTN (or A\$247,500 for all MTNs to be issued in this tranche) on each Interest Payment Date
Business Day Convention:		Following Business Day, Unadjusted
Day Count Fraction:		RBA Bond Basis
Business Days:		Sydney, London and TARGET Business Day.  "TARGET Business Day" means a day in which the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET2) System is open.
(c) <b>Floating Rate Notes</b>		N/A
Floating Rate Basis:	<input type="checkbox"/>	BBSW Rate
	<input type="checkbox"/>	Other (specify and detail source and procedures if not available)
Margin(s) to Floating Rate Basis:		N/A
Interest Payment Dates:		N/A
Redemption Amount:		N/A
Business Days:		N/A
(d) <b>Indexed Notes</b>		N/A
Index:		N/A
Specify method of calculation of Variable Indexed Amount:		N/A
Details to include:		
• Source for index:		N/A
• Person responsible for calculations:		N/A
• Provision for calculation on early redemption, where reference to Index or formula is impossible or impracticable etc:		N/A
Base Index Figure:		N/A
Interest Payment Dates:		N/A





Redemption Amount:		N/A	<b>BANK</b>
(e) <b>Structured Notes</b>		N/A	
Describe characteristics:		N/A	
(f) <b>Zero Coupon Notes</b>		N/A	
Redemption Price:		N/A	
Amortisation Rate for Early Redemption:		N/A	
(g) <b>Other Options</b>		N/A	

#### Other Issue Details

Clearing System(s):		Austraclear System
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*On admission to the Austraclear System, interests in the Notes may be held through Euroclear Bank S.A./N.V. as operator of the Euroclear System ("Euroclear") or Clearstream Banking S.A. ("Clearstream, Luxembourg"). In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as a nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of JPMorgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg.*

*The rights of a holder of interests in Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System.*

Special Issuance Instructions:		N/A
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Other Special Conditions including, as appropriate:

Events Affecting Maturity:		N/A
Call Option (early redemption at the option of the Issuer) (give details):		N/A
Put Option (early redemption at the option of the Noteholders) (give details):		N/A
Maturity Extension Option (option of the Noteholder to extend maturity, at the offer of the Issuer) (give details):		N/A
Other:		N/A



The above details are confirmed by the Issuer, in respect of:

**BANK**

ISIN:	AU3CB0258028
Common Code:	190024792

**BNG BANK N.V.**

A handwritten signature in black ink, appearing to be 'B.P.M. van Dooren', written over a horizontal line.

By: \_\_\_\_\_  
Authorised Officer of Issuer

Date: 2 August 2019

**B.P.M. van Dooren**  
Head of Capital Markets

## SUBSCRIPTION AGREEMENT

**THIS AGREEMENT** is made on 2 August 2019

### **BETWEEN**

**BNG BANK N.V.**, incorporated with limited liability under the laws of The Netherlands and having its statutory domicile at Koninginnegracht 2, 2514AA The Hague, The Netherlands (“**Issuer**”)

### **AND**

**ROYAL BANK OF CANADA (ABN 86 076 940 880)** of Level 47, 2 Park Street, Sydney NSW 2000, Australia (“**Subscriber**”)

### **WHEREAS**

- A.** The Issuer has duly authorised and determined to issue A\$15,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 (“**MTNs**”) (to be consolidated and form a single Series with the Issuer’s existing A\$230,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 26 October 2018, A\$50,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 16 November 2018, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2018 due 26 April 2029 issued on 7 December 2018, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 7 February 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 15 February 2019, A\$20,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 26 April 2019, A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 15 May 2019, A\$15,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 21 May 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2019 issued on 28 May 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 17 June 2019, A\$75,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 25 June 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 11 July 2019, A\$75,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 19 July 2019, A\$25,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 26 July 2019 and A\$30,000,000 3.30 per cent. Fixed Rate Notes 2019 due 26 April 2029 issued on 31 July 2019). The MTNs are issued as part of the programme described in the Information Memorandum (as defined below).
- B.** The Subscriber wishes to subscribe for A\$15,000,000 aggregate Principal Amount of MTNs on certain terms and conditions and subject to the provisions of this Agreement.

**NOW IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement capitalised terms which are not defined in this Agreement have the meanings given to those terms in the Deed of Terms or the Programme Agreement and the following terms have the following meanings, in either case unless the subject or the context otherwise requires:

Agreement	- this agreement including the recitals;
Australian Registrar	- Computershare Investor Services Pty Limited ABN 48 078 279 277;
Deed of Terms	- the deed of terms and conditions dated 14 September 1999, as amended and restated on 28 August 2018 and supplemented by the Third Supplemental Deed Poll dated 28 August 2018, and executed by the Issuer, the Australian Registrar and the Manager as original parties;
Programme Agreement	- the MTN Programme Agreement dated on or about 6 September 2007, as amended by a side letter dated 28 August 2018 between the Issuer, the Arranger and Manager and the Dealers specified therein;
Subscription Amount	- the amount payable by the Subscriber to the Issuer in consideration for the MTNs pursuant to clause 4.1 of this Agreement; and
Transaction Documents	- this Agreement, the Programme Agreement, the Deed of Terms, the Registry Services Agreement, any Subscription Agreement (as defined in the Programme Agreement) and any Terms Sheet.

### **1.2 Interpretation**

In this Agreement, unless a contrary intention appears:

- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting any gender include every other gender;
- (c) words denoting persons include bodies corporate, firms, unincorporated associations and Government Bodies;
- (d) a reference to any legislation includes all regulations and other instruments under the legislation and all amendments, replacements, consolidations or re-enactments of such legislation, regulations and instruments;

- (e) headings are for convenience only and do not affect the interpretation of this Agreement;
- (f) a reference to a clause is a reference to a clause of this Agreement;
- (g) a reference to a clause, a schedule, an agreement or any other instrument is a reference to the clause, schedule, agreement or instrument as varied or replaced from time to time;
- (h) where the day on or by which any act, matter or thing is or is deemed to be done is not a Business Day then such act, matter or thing must be or is deemed to be done on or by the immediately succeeding Business Day;
- (i) a reference to a number, value or amount being estimated, calculated or determined on a day means that the estimation, calculation or determination will be made as at the close of business on that day;
- (j) a reference to a person includes that person's successors and permitted assigns;
- (k) "writing" and words of like import include all means of reproducing words in a tangible and permanently visible form;
- (l) "officer" has the meaning given to that term in the Corporations Act; and
- (m) whenever the agreement, approval or consent of a party is required under or in connection with this Agreement, then the party may withhold that agreement, approval or consent in its absolute discretion or, if granted, may impose such conditions as the party, in its absolute discretion, determines.

## **2. THE MTNs**

The terms and conditions of the MTNs and the issue of MTNs are set out in the Deed of Terms.

## **3. INFORMATION MEMORANDUM**

The Issuer has prepared an information memorandum dated 28 August 2018 (such document being the "most recent document so entitled" for the purpose of the definition of Information Memorandum in the Programme Agreement) and the Issuer authorises the Subscriber to distribute copies of the Information Memorandum in connection with the offering of the MTNs, all in accordance with applicable laws which are binding on the Subscriber. The Subscriber will have absolute discretion in relation to the identity of those persons with whom it deals and the extent to which it deals with any such person.

## **4. SUBSCRIPTION**

### **4.1 Issue and Price**

The Issuer agrees to issue the MTNs in accordance with the Programme Agreement on the Issue Date. The Subscriber agrees to subscribe and pay for the MTNs on the Issue Date. The Subscriber will pay the Subscription Amount in consideration for the MTNs. The aggregate Principal Amount of the MTNs will be A\$15,000,000.

### **4.2 Payment**

On the Issue Date, the Subscriber will pay the Subscription Amount in immediately available funds to the Issuer delivered in such manner as may be agreed.

### **4.3 Subscription Amount**

For the purposes of clause 4, the Subscription Amount for the A\$15,000,000 Principal Amount of the MTNs will be A\$17,104,800 (which includes A\$139,350 for 103 days of accrued interest).

## **5. FEES AND COSTS**

### **5.1 Fee**

The Subscription Amount set out in clause 4.3 is a net amount that takes into account the total fee (being the amount of A\$42,900) that is payable to the Subscriber on the Issue Date. Such fee will be in substitution for, not in addition to, any underwriting fee otherwise payable pursuant to clause 9 of the Programme Agreement.

### **5.2 Costs**

The Issuer will:

- (a) only pay for its own legal and accounting costs (if any), all other costs will be borne by the Subscriber; and
- (b) pay to the Subscriber as appropriate on demand any Tax from time to time incurred or assessed in respect of the Transaction Documents or upon the issue of the MTNs, provided that the Issuer's obligation under this clause 5.2(b) in relation to the Tax levied in or by a jurisdiction other than Australia is limited to such Tax incurred or assessed in connection with the enforcement of the Transaction Documents.

## **6. REPRESENTATIONS AND WARRANTIES**

The Issuer makes the following representations and warranties for the benefit of the Subscriber:

- (a) **status:** it has been duly incorporated and validly exists as a public limited liability company (*naamloze vennootschap*) under the laws of The Netherlands

and as such has the power and authority to own its property and carry on its business as now conducted or contemplated;

- (b) **power:** it has the power to enter into and observe and perform its obligations under the Transaction Documents to which it is a party and to carry out the transactions contemplated by those Transaction Documents;
- (c) **authorisations:** it has taken all necessary action to authorise the entry into and the observance and performance of its obligations under the Transaction Documents to which it is a party and the carrying out of the transactions contemplated by those Transaction Documents;
- (d) **documents binding:** each Transaction Document to which it is a party constitutes its valid and binding obligation enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, liquidation or similar laws of general application and to equitable principles and remedies;
- (e) **transactions permitted:** its entry into and observance and performance of its obligations under the Transaction Documents to which it is a party and the carrying out by it of the transactions contemplated by those Transaction Documents do not and will not violate in any respect any provision of:
  - (i) any law or regulation or any judgment, ruling, order or decree of any Government Body or court binding on it except where such violation could not have any adverse effect on the validity or enforceability of, or the ability of the Issuer to perform, any of its obligations under the Transaction Documents to which it is a party;
  - (ii) its memorandum or articles of association or other constituent documents;  
or
  - (iii) any other instrument, arrangement or agreement which is binding upon it or its property;
- (f) **accounts:** its most recent audited accounts give a true and fair view of the Issuer's state of affairs as at the date to which they relate and the results of the Issuer's operations for the accounting period ended on that date;
- (g) **no litigation:** save as disclosed in the Information Memorandum, to the best of its knowledge and belief, no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, against or affecting it or its property, the adverse determination of which would be likely to have a material adverse effect on the ability of the Issuer to comply with its obligations under the Transaction Documents;
- (h) **no default:**
  - (i) it is not in default under any document or agreement binding on it or its property; and

- (ii) it is not in default under any law or regulation or any judgment, ruling, order or decree of any Government Body or court binding on it,

in each case, which has or would be likely to have (as the case may be) a material adverse effect on its ability to comply with its obligations under the Transaction Documents; and

- (iii) no Event of Default or event which, with the giving of notice of or passage of time or both, would constitute an Event of Default has occurred;

- (i) **equal ranking:** all MTNs will constitute direct, unsecured and unsubordinated obligations of the Issuer ranking pari passu amongst themselves and ranking at least pari passu with all the other unsecured and unsubordinated obligations assumed by the Issuer other than those mandatorily preferred by law;

- (j) **no immunity:** it does not enjoy immunity from the jurisdiction of a court or from any legal process in Australia, New Zealand, The Netherlands or in any other jurisdiction in which it legally or beneficially owns assets;

- (k) **no trustee:** it does not enter into any Transaction Document in its capacity as a trustee of any trust or settlement; and

(l) **Information Memorandum:**

- (i) the statements of fact in the Information Memorandum are to the best of the knowledge and belief of the Issuer true, accurate and complete in all material respects and are not misleading or deceptive or likely to mislead or deceive; and

- (ii) there are no other facts in relation to the Issuer or the MTNs which have been omitted from the Information Memorandum, the omission of which would, in the context of the issue and offering of the MTNs, make any statement in the Information Memorandum misleading or deceptive or likely to mislead or deceive.

## 7. CONDITIONS PRECEDENT TO SUBSCRIPTION

The obligation of the Subscriber to subscribe for the MTNs is subject to the following conditions precedent:

- (a) the representations and warranties set out in clause 6 are true and correct both as of the date of this Agreement and the Issue Date (by reference to the facts and circumstances then existing); and
- (b) the performance by the Issuer of its obligations under this Agreement to be performed on or before the Issue Date.

If any of the conditions specified in this clause are not fulfilled or not waived by the Subscriber, this Agreement and all obligations of the Subscriber under this Agreement,



may, by notice to the Issuer (which may be oral if promptly confirmed in writing) and including reasons, be cancelled by the Subscriber on or at any time prior to the Issue Date.

## **8. SUBSCRIBER'S OBLIGATION**

### **8.1 Authorisations**

The Subscriber undertakes to the Issuer that:

- (a) *applicable laws*: it will observe all applicable laws, rules and regulations in any jurisdiction in which it may offer or sell MTNs;
- (b) *Authorisations*: the Issuer will not have any responsibility for, and the Subscriber will obtain all Authorisations required for, the offer or sale by the Subscriber of MTNs under any applicable laws, rules and regulations in any jurisdiction to which it is subject or in which it makes an offer or sale of MTNs; and
- (c) *Programme Agreement*: it will comply with its obligations under the Programme Agreement.

### **8.2 Illegality**

If at any time it is unlawful for the Subscriber to perform any of its obligations under this Agreement the Subscriber is not obliged to perform that obligation.

## **9. TERMINATION**

Prior to the issue of and payment for the MTNs, this Agreement may, after prior consultation with the Issuer, be terminated by the Subscriber by notice to the Issuer (which may be oral, and, if so, should be confirmed in writing but a failure to confirm will not invalidate the notice) if, in the reasonable opinion of the Subscriber, since the date of this Agreement there has been a change in national, international, political, financial or economic conditions or controls which is likely to have a material adverse effect on the market for the MTNs and the success of their offering and placement and upon such notice being given, the parties hereto will be released and discharged from their obligations under this Agreement except in relation to any amounts payable under clause 5.2.

## **10. INDEMNITIES**

### **10.1 Indemnity by Subscriber**

The Subscriber, to the extent lawfully permitted for the time being, indemnifies the Issuer and its officers and agents against any losses, liabilities, claims, charges, costs, expenses (including without limitation reasonable legal costs, charges and expenses), actions and demands suffered or incurred by or made against the Issuer or any of its officers or agents:

- (a) arising out of or in connection with the failure of the Subscriber to properly perform its obligations pursuant to this Agreement or any negligent performance of those obligations (except to the extent resulting from the Issuer's negligence or wilful misconduct or that of its officers or agents); or
- (b) as a consequence of the Issuer acting in good faith on the basis of letter, facsimile or oral communications which the Issuer reasonably believes to be given by an Authorised Officer of the Subscriber.

## **10.2 Indemnity by Issuer**

The Issuer, to the extent lawfully permitted for the time being, indemnifies the Subscriber and its officers and agents against any losses, liabilities, claims, charges, costs, expenses (including without limitation reasonable legal costs, charges and expenses), actions and demands suffered or incurred by or made against the Subscriber or any of its officers or agents:

- (a) arising out of or in connection with the failure of the Issuer to properly perform its obligations pursuant to this Agreement or any negligent performance of those obligations (except to the extent resulting from the Subscriber's negligence or wilful misconduct or that of its officers or agents);
- (b) which it may sustain or incur as a consequence of any materially untrue, misleading or deceptive statement contained in the Information Memorandum distributed in accordance with this Agreement or any material omission from the Information Memorandum which makes its distribution misleading or deceptive or likely to mislead or deceive; or
- (c) as a consequence of the Subscriber acting in good faith on the basis of letter, facsimile or oral communications which the Subscriber reasonably believe to be given by an Authorised Officer of the Issuer.

## **11. NOTICES**

### **11.1 Address for and method of notice**

All notices, requests, certificates, demands, consents, approvals, agreements or other communications to or by a party to this Agreement (unless otherwise provided in this Agreement):

- (a) must be in writing and addressed as follows:

- (i) if to the Issuer, to:

BNG Bank N.V.  
Back Office - Dealing Room  
Koninginnegracht 2  
2514 AA The Hague  
The Netherlands

Telephone: + 31 70 3750 750  
Facsimile: + 31 70 3651 596

- (ii) if to the Subscriber, to:

Royal Bank of Canada  
Level 47  
2 Park Street  
Sydney NSW 2000  
Australia

Telephone: + 61 2 9033 3033  
Facsimile: + 61 2 9264 2855  
Attention: Head of Debt Capital Markets

or to such other address as may be notified to the other parties from time to time or, if an address set out above or otherwise notified is no longer appropriate, to the usual place of business or registered office of the recipient last known as such to the sender;

- (b) must be signed by an Authorised Officer of the sender; and

- (c) will be deemed to be duly given or made:

- (i) **(in the case of delivery in person)** when delivered personally or to the address, place of business or registered office of the intended recipient referred to in clause 11.1(a);
- (ii) **(in the case of post within Australia)** on the third day after having been posted as prepaid ordinary mail;
- (iii) **(in the case of international post)** on the fourteenth day after having been posted as prepaid airmail; and
- (iv) **(in the case of facsimile)** on the production by the despatching facsimile machine of a transmission control report showing the relevant number of pages comprising the relevant document to have been sent to the facsimile number of the recipient and the result of the transmission as "OK" (or an equivalent expression), unless the recipient notifies the sender within the next 2 hours (occurring between the hours of 9.00 am and 4.00 pm on a working day in the place of receipt) that the transmission was not received in its entirety in a legible form.

## 11.2 Time of Notice

If any notice, request, certificate, demand, consent, approval, agreement or other communication is deemed to have been duly given or made pursuant to clause 11.1 after 4.00 pm in the place to which such communication is addressed or on a day which is not a working day in that place, it will be deemed to be duly given or made at 9.00 am on the next working day in that place.

## 12. RECOGNITION OF BAIL-IN LEGISLATION

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the parties to this Agreement, the Subscriber acknowledges and accepts that a BRRD Liability arising under this agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the Issuer to the Subscriber under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
  - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Subscriber of such shares, securities or obligations);
  - (iii) the cancellation of the BRRD Liability; and/or
  - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement relating to such BRRD Liability, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

As used in this clause 12:

**“Bail-in Legislation”** means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

**“Bail-in Powers”** means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/documents-guidelines/eu-bail-legislation-schedule>;

“**BRRD Liability**” means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable Bail-in Legislation may be exercised; and

“**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Issuer.

### **13. MISCELLANEOUS**

#### **13.1 Failure or Delay**

Any failure to exercise or delay in exercising a right, power, privilege or remedy under this Agreement by a party will not prevent a subsequent exercise of that right, power, privilege or remedy. Any single or partial exercise of a right, power, privilege or remedy will not prevent any other or further exercise of that or any other right, power, privilege or remedy. A provision of or right created under this Agreement may not be waived or varied except in writing and such waiver or variation will only be effective to the extent specified in such writing. No waiver by a party of one breach of any provision contained or implied in this Agreement will operate as a waiver of another breach of the same or of any other provision contained or implied in this Agreement. No party is liable for any loss caused by the exercise, non-exercise, failure to exercise or delay in exercising a right, power, privilege or remedy, whether by reason of that party's negligence or otherwise.

#### **13.2 Rights Cumulative**

The rights, powers, privileges and remedies of a party under this Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

#### **13.3 Survival of Indemnities**

Each indemnity in this Agreement:

- (a) is a continuing obligation;
- (b) constitutes a separate and independent obligation of the party giving it from its other obligations under this Agreement and applies notwithstanding any indulgence granted to that party from time to time; and
- (c) survives the termination of this Agreement.

#### **13.4 Severability of Provisions**

If any part of this Agreement is prohibited, void, voidable, illegal or unenforceable under the laws of any relevant jurisdiction then that part is severed from this Agreement for the purposes of that jurisdiction only but without affecting the continued operation of the rest of this Agreement in that jurisdiction or the operation of that part of this Agreement in any other jurisdiction.

#### **13.5 Assignment**

No party may assign, create any interest in or otherwise deal with all or any of its rights or obligations under this Agreement without the consent of the other.

Nothing in this clause 13.5 affects the Subscriber's right to transfer MTNs.

#### **13.6 Governing Law and Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of New South Wales and, in relation to any suit, action or proceeding in respect of this Agreement, each of the parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts of appeal from them.

Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts have no jurisdiction.

#### **13.7 Counterparts**

This Agreement may be executed in any number of counterparts. All of those counterparts taken together are deemed to constitute one and the same instrument.

#### **13.8 Attorneys**

Each attorney executing this Agreement states that he has no notice of the revocation of his power of attorney.

**EXECUTED** as an agreement.



**SIGNED** by )  
 )  
and )  
 )  
as attorneys for **ROYAL BANK OF** )  
**CANADA** under power of attorney in the )  
presence of: )  
 )  
 )  
..... )  
Signature of witness )  
 )  
 )  
..... )  
Name of witness (block letters) )

.....

.....

By executing this agreement each attorney states that the attorney has received no notice of revocation of the power of attorney