

# KBC Savings Account as Third-Party Pledge



Pledge  
 Security/Accession  
 Grant

## 1. Parties

First name and surname or name of the first holding entity (also a company)  
The Company of the Kingdom of Belgium holding entity registered office at de Witten (Orvold) 166, 1150 WOLLEBR  
(the Pledgor)

AND

First name and surname or name of the first holding entity registered office at Tervuren



(the Beneficiary)

request KBC Bank NV, naamloze vennootschap (limited company) under Belgian law, with registered office at Havenlaan 2, 1080 Brussels, entered in the Register of Legal Persons at Brussels, (the Bank) to block the Savings Account below, opened in the name of the Pledgor, by way of a pledge.

## 2. The pledge

2.1 The Pledgor undertakes to deposit the sum of 4000 EUR on blocked Savings Account (the Pledged Account) Pledgor (the 'Pledged Account');

2.2 By way of security for the commitments of the Pledgor arising from the agreement that he/she concludes Beneficiary in relation to rental agreement Schapenstraat 29, 3080 TERVUREN (the 'Main Agreement') all assets on the Pledged Account to the Beneficiary, who accepts.

Net of withholding tax and the usual charges, the interest on the Pledged Account shall be capitalised and consequently, constitute part of the pledge.

## 3. Enforceability

This pledge agreement comes into effect on the date on which the sum specified in Article 2.1 is deposited on the Pledged Account.

The Beneficiary undertakes to request proof of deposit/transfer from the Pledgor. They can, if necessary, request such proof from the Bank.

## 4. Correspondence

Any correspondence relating to the Pledged Account will be sent to the Pledgor and the Beneficiary.

## 5. Release

Barring legal or judicial constraints, the bank will release the amount on the Pledged Account - only if the Pledgor and Beneficiary give their explicit dated, signed, written consent to the destination of the amount or arbitration decision that is enforceable in Belgium regarding the destination of the collateral.

## Regulations

This account will be governed by the KBC Savings Account Regulations and you should have read both documents and agreed to them.

Pursuant to Article 114 of the General Banking Terms & Conditions and the Act of 6 December 1990, KBC may process information on them for all legal purposes, unless use of this information for marketing purposes is objected to.

In respect of the Pledged Account, the Bank waives, to the benefit of the Beneficiary, the unity of account and set-off clauses and the general pledge clause of its General Banking Terms & Conditions.

**7. Rights and obligations of the Bank**

The Bank has no claim and responsibility in relation to the Pledged Account other than those expressly set out in this pledge agreement. The Pledgor and Beneficiary hereby accept that the Bank is in no way bound by any conflicting clauses in the Main Agreement. The Bank may not be held liable by the Beneficiary if the pledge established hereunder is not valid in law or enforceable.

**8. Costs**

For the Pledged Account, the Bank may charge all costs and expenses associated with a KBC Savings Account, by automatically debiting the Pledged Account.

The Bank will also charge a one-off handling fee of 30 EUR for its services as third-party pledgee. This fee is to be paid by the Pledgor the latest when the present pledge agreement is signed. The Bank may debit this handling fee from the Pledgor's current account.

The Pledgor will reimburse the Bank for any and all legal expenses, fees and other costs incurred by the Bank in the event of a dispute in respect of this pledge agreement or the Main Agreement.

**9. Legal succession and death**

All the rights and obligations of the Pledgor, the Beneficiary and the Bank arising from this pledge agreement will be transferred in operation of law to their successors in title.

**10. Governing law and competent court**

This pledge agreement is governed by the laws of Belgium. Any disputes will be brought before the courts of Antwerp, Ghent, Hasselt or Brussels.

**SIGNATURES** (complete when the pledge agreement is entered into)

Signed in three originals, one for each party.

Identification stamp

at BRUSSELS

on 02-09-2016

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signature, Pledgor

signature, Beneficiary/Beneficiaries

signature KBC Bank

