

EXECUTION COPY

Dated 17 November 2008

SPAREBANKEN VEST BOLIGKREDITT AS
as Issuer

DEED OF COVENANT

relating to

SPAREBANKEN VEST BOLIGKREDITT AS

€5,000,000,000

Covered Bond Programme

arranged by

HSBC BANK PLC

and

MORGAN STANLEY & CO. INTERNATIONAL PLC

This Deed of Covenant is made on 17 November 2008 by SPAREBANKEN VEST BOLIGKREDITT AS (the "Issuer") in favour of the Relevant Account Holders (as defined below) from time to time.

Whereas:

- (A) The Issuer proposes to issue from time to time covered bonds (the "Covered Bonds", which expression shall, if the context so admits, include the Global Covered Bonds (in temporary or permanent form) to be initially delivered in respect of the Covered Bonds and any related coupons, receipts and talons) (the "Programme").
- (B) The Issuer wishes to make arrangements for the protection of the interests of the Relevant Account Holders in the circumstances set out below.

Now this deed witnesses as follows:

1 Interpretation

1.1 **Defined Terms:** In this Deed, unless the context otherwise requires:

"Account Holder" means a holder of a Securities Account, except for an Account Issuer to the extent that any securities, or rights in respect of securities, credited to such Account Issuer's Securities Account are held by such Account Issuer for the account or benefit of a holder of a Securities Account with that Account Issuer;

"Account Issuer" means a Clearing System or a Custodian;

"Acquisition Time" means, in relation to any Original Account Holder's Entry, its Effective Time (as defined in the definition of Original Account Holder below) and, in relation to any Subsequent Account Holder's Entry, its Transfer Time;

"Agency Agreement" means the agency agreement relating to the Programme dated 17 November 2008 between the Issuer, Deutsche Bank AG, London Branch as initial fiscal agent and others;

"Bearer Covered Bond" means a Covered Bond in bearer form;

"Clearing System" means Clearstream, Luxembourg, Euroclear or any other person who is specified as an "Additional Clearing System", or who falls within the definition of "Alternative Clearing System", in the Conditions relating to any Global Covered Bond;

"Clearstream, Luxembourg" means Clearstream Banking, société anonyme;

"Conditions" means in respect of the Covered Bonds of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in the Agency Agreement as modified, with respect to any Covered Bonds represented by a Global Covered Bond, by the provisions of such Global Covered Bond, including any additional provisions forming part of such terms and conditions relating to the Covered Bonds of that Series that are endorsed on or attached to such Global Covered Bond;

An Entry "corresponds" with another Entry if (i) both Entries relate to the same Global Covered Bond, (ii) one of those Entries has been debited from the Securities Account of an Account Holder in connection with, and substantially at the same time as, the credit of the other Entry to the Securities Account of another Account Holder and (iii) the purpose of debiting the first Entry and crediting the second Entry was to transfer all rights relating to the debited Entry from the Account Holder to whose Securities Account it was debited to

the other Account Holder to whose Securities Account the other Entry has been credited; and one Entry “corresponds” with another Entry if they both correspond with a third Entry;

“**Custodian**” means a person who acknowledges to a Clearing System (or to a Custodian and therefore indirectly to a Clearing System) that it holds securities, or rights in respect of securities, for the account or benefit of that Clearing System (or Custodian);

“**Direct Rights**” means the rights referred to and defined in Clause 2.1;

“**Entry**” means an entry relating to an Original Covered Bond (and, if applicable, its related Global Covered Bond) in a Securities Account of an Account Holder;

“**Euroclear**” means Euroclear Bank S.A./N.V. as operator of the Euroclear System;

“**Fiscal Agent**” means Deutsche Bank AG, London Branch as initial fiscal agent or, in relation to any Series, such other replacement or successor fiscal agent as may be appointed pursuant to the Agency Agreement;

“**Global Covered Bond**” has the meaning ascribed to it in the Programme Agreement;

“**Original Account Holder**” means an Account Holder who has one or more Entries credited to his Securities Account at the time (the “**Effective Time**”) at which a Rights Notice is given in relation to such Entries;

“**Original Covered Bond**” means, in relation to any Global Covered Bond, (i) a Bearer Covered Bond in definitive form for which such Global Covered Bond (or any permanent Global Covered Bond for which such Global Covered Bond may be exchanged) may be exchanged (or, in relation to a part of a Global Covered Bond in respect of which Direct Rights have arisen, would have been exchangeable before the acquisition of such Direct Rights) in accordance with its terms and, (ii) a Registered Covered Bond that is represented by such Global Covered Bond (or, in relation to any Registered Covered Bond that has become void as the result of the acquisition by an Original Account Holder of Direct Rights in respect of such Registered Covered Bond, such Registered Covered Bond before it became void);

“**outstanding**” has the meaning given to it in the Programme Agreement;

“**Programme Agreement**” means the programme agreement relating to the Programme dated 17 November 2008 between *inter alios*, the Issuer and the Arranger;

“**Registered Covered Bond**” means a Covered Bond in registered form;

“**Relevant Account Holder**” means an Original Account Holder or a Subsequent Account Holder, as the case may be;

“**Rights Notice**” means a notice given to the Fiscal Agent by the holder of a Global Covered Bond or of the Registered Covered Bonds represented by a Global Covered Bond and in respect of which Covered Bonds there has been a failure to pay principal when due in accordance with the Conditions that elects for Direct Rights to arise in relation to the whole or a stated part of such Global Covered Bond or one or more Registered Covered Bonds represented by such Global Covered Bond and that identifies the Account Holder and Entries to which such notice relates;

“**Securities Account**” means any arrangement between an Account Issuer and any other person (which may include any other Account Issuer, the “**holder of the Securities Account**”) pursuant to which such Account Issuer may acknowledge to the holder of the

Securities Account that it holds securities, or rights in respect of securities, for the account or benefit of such holder and, in relation to a specific Entry, means the Securities Account to which such Entry is credited;

“**Series**” has the meaning ascribed to it in Schedule 4 of the Agency Agreement;

“**Subsequent Account Holder**” means an Account Holder who has had an Entry credited to his Securities Account in connection with the debit of a corresponding Entry in respect of which Direct Rights have arisen from the Securities Account of another Account Holder (a “**Previous Account Holder**”);

“**Termination Date**” means the first date on which no further Global Covered Bonds may be issued under the Programme Agreement and complete performance of the obligations contained in this Deed and in all outstanding Covered Bonds initially represented by Global Covered Bonds occurs;

“**Tranche**” has the meaning ascribed to it in Schedule 4 of the Agency Agreement; and

“**Transfer Time**” means, in relation to any Subsequent Account Holder’s Entry, the time at which such Entry is credited to his Securities Account.

1.2 Headings: Headings shall be ignored in construing this Deed.

1.3 Contracts: References in this Deed to this Deed or any other document are to this Deed or these documents as amended, supplemented or replaced from time to time in relation to the Programme and includes any document that amends, supplements or replaces them.

2 Direct Rights

2.1 Acquisition of Direct Rights: Each Relevant Account Holder shall at the Acquisition Time for each of such Relevant Account Holder’s Entries acquire against the Issuer all rights (“**Direct Rights**”) that it would have had if, immediately before each such Acquisition Time, it had been the holder of the Original Covered Bonds to which each of such Entries relates including, without limitation, the right to receive all payments due at any time in respect of such Original Covered Bonds other than those corresponding to any already made (i) under the relevant Global Covered Bond or the Registered Covered Bonds represented by the relevant Global Covered Bond before the Effective Time relating to such Original Covered Bonds or (ii) at or after such Effective Time and in relation to Subsequent Account Holders, to Previous Account Holders who have had corresponding Entries credited to their Securities Accounts and that have been made in respect of such corresponding Entries.

2.2 No Further Act Required: No further action shall be required on the part of any person in order for such Direct Rights to be acquired and for each Relevant Account Holder severally to have the benefit of, and to be able to enforce, such Direct Rights.

2.3 Termination of Direct Rights: The Direct Rights of each Previous Account Holder in relation to any Entry shall terminate when the Subsequent Account Holder to whose Securities Account a corresponding Entry has been credited acquires Direct Rights in relation to such Entry in accordance with Clause 2.1.

3 Evidence

3.1 Records Conclusive: The records of the each Account Issuer, shall, in the absence of manifest error, be conclusive evidence as to the matters set out in paragraphs 3.1.1 to 3.1.4

3.1.3 inclusive, below. For these purposes of this Clause one or more certificates issued by an Account Issuer stating:

3.1.1 whether or not one or more Rights Notices have been given and, if any such notice has been given:

- (i) the Effective Time in relation to such Rights Notice;
- (ii) the Original Covered Bonds to which it related;

3.1.2 in relation to each Relevant Account Holder:

- (i) the name of the Relevant Account Holder;
- (ii) the Entries in respect of which Direct Rights have arisen (and have not terminated in accordance with Clause 2.3) that are credited to the Securities Account of such Relevant Account Holder;

3.1.3 in relation to each Entry in respect of which Direct Rights have arisen:

- (i) the Original Covered Bond to which such Entry relates;
- (ii) its Acquisition Time;
- (iii) whether any payment made under the relevant Global Covered Bond or the Registered Covered Bonds represented by the relevant Global Covered Bond before the Effective Date relating to such Entry was made in respect of the Original Covered Bond relating to such Entry; and
- (iv) the amount of any payments made to Previous Account Holders who have had a corresponding Entry credited to their securities account and that have been made in respect of any such corresponding Entry,

shall be conclusive evidence of the records of the Relevant Clearing System at the Relevant Time.

3.2 Blocked Securities Accounts: A certificate from an Account Issuer stating the information set out in sub-Clause 3.1.2 that certifies that one or more of the Entries referred to in that certificate may not be debited or transferred from the Securities Account of the Relevant Account Holder until a certain time and date or before the occurrence of any identified condition precedent shall be conclusive evidence that such Entries remain credited to such Securities Account until such time and date or the satisfaction of such condition precedent.

3.3 Original Covered Bonds and Entries Treated as Fungible: Where two or more Entries in the books of any Account Issuer relate to Original Covered Bonds that have identical terms and have Direct Rights that are identical in all respects, any certificate given pursuant to this Clause need not identify specific Original Covered Bonds or Entries, but may certify that an Entry (or the Direct Rights in respect of it) relates to an Original Covered Bond or another Entry that forms one of a class of identical Original Covered Bonds and/or Entries having identical Direct Rights.

4 Title to Entries

4.1 Each Relevant Account Holder Able to Enforce: Any Relevant Account Holder may protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled in its own name without using the name of or obtaining any authority from any predecessor in title.

4.2 Payment to Relevant Account Holder Good Discharge: Each Relevant Account Holder is entitled to receive payment of the amount due in respect of each of its Entries and of all other sums referable to its Direct Rights to the exclusion of any other person and payment in full by the Issuer to such Relevant Account Holder shall discharge the Issuer from all obligations in respect of each such Entry and such Direct Rights. As a condition precedent to making any payment to a Relevant Account Holder in whole or partial discharge of any Direct Rights, the Issuer shall be entitled to require that reasonable arrangements are made (at the Issuer's expense) for confirmation of the receipt of such payment by the Relevant Account Holder to be given to, and for receipt of such confirmation to be acknowledged by, the Account Issuer in whose books the Entry in respect of which such payment is to be made is credited.

5 Deposit of this Deed

Executed originals of this Deed shall be delivered to each Clearing System and to the Fiscal Agent and shall be held to the exclusion of the Issuer until the Termination Date. The Issuer covenants with each Relevant Account Holder on demand to produce or procure that there is produced an executed original hereof to such Relevant Account Holder and allow it to take copies thereof on demand at any reasonable time. Any Relevant Account Holder may, in any proceedings relating to this Deed, protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled upon the basis of a statement by an Account Issuer as provided in Clause 3 and a copy of this Deed certified as being a true copy by a duly authorised officer of any Clearing System or the Fiscal Agent without the need for production in such proceedings or in any court of the actual records or this Deed. Any such certification shall be binding, except in the case of manifest error, upon the Issuer and all Relevant Account Holders. This Clause shall not limit any right of any Relevant Account Holder to the production of the originals of such records or documents in evidence.

6 Amendment and Disapplication of this Deed

6.1 Amendment of this Deed: The Issuer may not amend, vary, terminate or suspend this Deed or its obligations under it until after the Termination Date unless such variation, termination or suspension shall have been approved by an Extraordinary Resolution (as defined in the Agency Agreement) to which the special quorum provisions specified in the Agency Agreement apply to the holders of each series of Covered Bonds outstanding, save that nothing in this Clause shall prevent the Issuer from increasing or extending its obligations under this Deed by way of supplement to it at any time.

6.2 Disapplication of this Deed: This Deed shall not apply to a Global Covered Bond if:

6.2.1 the Conditions applicable to such Global Covered Bond state that this Deed shall not apply; or

6.2.2

(i) the Issuer executes a further agreement, deed, instrument or other document (the "**New Covenant**") that confers upon the Account Holders who have Entries relating to such Global Covered Bond credited to their Securities Account rights that are substantially similar to the Direct Rights;

(ii) such Global Covered Bond is issued after the date of execution of the New Covenant; and

- (iii) the provisions of the New Covenant are disclosed to the subscribers of the related Covered Bonds.

7 Payments

7.1 Payments Free of Taxes: All payments by the Issuer under this Deed shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld, assessed by or within the Kingdom of Norway or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Relevant Account Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable:

7.1.1 to, or to a third party on behalf of, a Relevant Account Holder who is subject to such taxes, duties, assessments or governmental charges by reason of his having some connection with the Kingdom of Norway other than merely having the relevant Entry credited to his Securities Account; or

7.1.2 in respect of any demand made more than 30 days after the date upon which demand may first be made hereunder, except to the extent that the Relevant Account Holder would have been entitled to such additional amounts on making such demand on the thirtieth such day.

7.2 Stamp Duties: The Issuer covenants to and agrees with the Relevant Account Holders that it shall pay promptly, and in any event, before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in the Kingdom of Norway, Belgium or Luxembourg, as the case may be, or in the country of any currency in which the Covered Bonds may be denominated or amounts may be payable in respect of the Covered Bonds or any political subdivision or taxing authority thereof or therein in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed and/or any amendment of, supplement to or waiver in respect of this Deed, and shall indemnify each Relevant Account Holder against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

8 Corporate Authority

The Issuer represents, warrants and undertakes with each Relevant Account Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.

9 Deed Poll

This Deed shall take effect as a Deed Poll for the benefit of the Relevant Account Holders from time to time. This Deed shall be deposited with and held by the common depository for Euroclear and Clearstream, Luxembourg (being at the date of this Deed Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB) until all the obligations of the issuer under this Deed have been discharged in full.

10 Rights of Relevant Account Holders

The Issuer acknowledges the right of every Relevant Account Holder to the production of, and the right of every Relevant Account Holder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Relevant Account Holder, and that each Relevant Account Holder shall be entitled severally to enforce those obligations against the issuer.

11 Contracts Rights of Third Parties

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

12 Governing Law and Jurisdiction

12.1 Governing Law: This Deed, and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by, and shall be construed in accordance with, English law.


12.2 Jurisdiction: The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed (or any dispute relating to non-contractual obligations arising out of or in connection to this Deed) and that accordingly any legal action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with this Deed may be brought in such courts.

The Issuer irrevocably submits to the jurisdiction and such courts and waives any objection which it may have to the laying of the venue of any Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the relevant Account Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

12.3 Agent for Service of Process: The Issuer irrevocably appoints DnB NOR Bank ASA at its London branch at 20 St. Dunstan's Hill, London EC3R 8HY as its agent in England to receive service of process in any Proceedings in England based on this Deed. If for any reason the Issuer does not have such an agent in England, it shall promptly appoint a substitute process agent and notify the Covered Bondholders of such appointment in accordance with the Conditions. Nothing in this Clause shall affect the right to serve process in any other manner permitted by law.

In witness whereof the Issuer has caused this Deed to be duly executed and delivered as a deed the day and year first above mentioned.

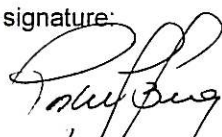
EXECUTED and DELIVERED
as a deed by
**SPAREBANKEN VEST
BOLIGKREDITT AS**
by
acting on the authority
of that company
in the presence of:

} 

Witness's signature:

Name:

Address:


Kaiqabew 4
N. 5020 Bergen