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**BASE PROSPECTUS DATED 26 MAY 2014**

**iARENA B.V.**

*(incorporated with limited liability in the Netherlands with its statutory seat in Amsterdam, the Netherlands)*

	<b>Class A1 Notes</b>	<b>Class A2 Notes</b>	<b>Class A3 Notes</b>	<b>Class A4 Notes</b>	<b>Class B Notes</b>
<b>Principal Amount</b>	€320,000,000	€200,000	€200,000	€200,000	€32,100,000
<b>Issue Price</b>	100%	100%	100%	100%	100%
<b>Interest rate until relevant First Optional Redemption Date</b>	3.35% per annum	3.35% per annum	3.35% per annum	3.35% per annum	0.01% per annum
<b>Interest rate after relevant First Optional Redemption Date</b>	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	0.01% per annum
<b>Rating (DBRS)</b>	A(sf)	A(sf)	A(sf)	A(sf)	Not rated.
<b>First Optional Redemption Date</b>	17 May 2024	17 May 2025	17 November 2025	17 May 2026	17 May 2026
<b>Final Maturity Date</b>	17 May 2058	17 May 2058	17 May 2058	17 May 2058	17 May 2058

*Unless otherwise indicated in this Base Prospectus or the context otherwise requires, capitalised terms used in this Base Prospectus have the meaning ascribed thereto in paragraph 1 (Definitions) of the Glossary of Defined Terms set out in this Base Prospectus. The principles of interpretation set out in paragraph 2 (Interpretation) of the Glossary of Defined Terms in this Base Prospectus shall apply to this Base Prospectus.*

<b>Sellers</b>	Amstelhuys N.V., Delta Lloyd Bank N.V. and Delta Lloyd Levensverzekering N.V. Each of Amstelhuys, Delta Lloyd Bank and Delta Lloyd Levensverzekering is a wholly owned subsidiary of Delta Lloyd N.V.
<b>Closing Date</b>	The Issuer will issue the First Issue Notes in the Classes set out above on the Closing Date.
<b>Further Issue Notes</b>	In addition, the Issuer may, but is not obliged to, issue series of notes from time to time denominated in euro subject to and in accordance with Condition 1(b) which will be fungible with the First Issue Notes. The Further Issue Notes are identical to the relevant Class of First Issue Notes in all respects (including as to listing) and are expressed to be consolidated and form a single series from the date on which such consolidation is expressed to take effect except for their respective Issue Dates, interest commencement dates and/or issue prices, which will be specified in the applicable Final Terms, which will be filed with the AFM and delivered to Euronext Amsterdam on or before each relevant Issue Date.
<b>Underlying Assets</b>	The Issuer will make payments on the Notes from, <i>inter alia</i> , payments of principal and interest received from a portfolio comprising of mortgage loans originated by the Sellers and secured over residential properties located in

	the Netherlands. Legal title of the Mortgage Receivables will be assigned to the Issuer on the Closing Date, on any Issue Date and on any Purchase Date. See section 6.2 ( <i>Description of Mortgage Loans</i> ) for more details.
<b>Security for the Notes</b>	The Noteholders will, together with the other Secured Creditors, benefit from security rights created in favour of the Security Trustee over, <i>inter alia</i> , the Mortgage Receivables (see section 4.7 ( <i>Security</i> )).
<b>Denomination</b>	The Notes will have a denomination of euro 100,000.
<b>Form</b>	The Notes will be in bearer form. The Notes will be represented by Global Notes, without coupons attached. Interests in the Global Notes will only in limited circumstances be exchangeable for Notes in definitive form.
<b>Interest</b>	The Notes will carry the respective rates of interest as set out above, payable in arrear on each Notes Payment Date. See further section 4.1 ( <i>Terms and Conditions of the Notes</i> ), Condition 4 ( <i>Interest</i> ).
<b>Redemption Provisions</b>	Payments of principal on the Notes will be made in arrear on each Notes Payment Date in the circumstances set out in, and subject to and in accordance with the Conditions. The Notes will mature on the Final Maturity Date. On the relevant First Optional Redemption Date and each Optional Redemption Date thereafter and in certain other circumstances, the Issuer will have the option to redeem all of the relevant Class of Notes. See further section 4.1 ( <i>Terms and Conditions of the Notes</i> ), Condition 6 ( <i>Redemption</i> ).
<b>Subscription and Sale</b>	The Notes Purchasers have agreed to purchase on the Closing Date, subject to certain conditions precedent being satisfied, the First Issue Class A1 Notes, the First Issue Class A2 Notes, the First Issue Class A3 Notes and the First Issue Class A4 Notes. Amstelhuys, Delta Lloyd Bank and Delta Lloyd Levensverzekering have agreed to purchase on the Closing Date all of the First Issue Class B Notes.
<b>Credit Rating Agencies</b>	DBRS is established in the European Union and is registered under the CRA Regulation. As such DBRS is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.
<b>Ratings</b>	<p><i>Credit ratings will be assigned to the Class A Notes, as set out above, on or before the Closing Date. Furthermore, it is a condition precedent to the issuance of any series of Further Issue Class A Notes that such Further Issue Class A Notes, on issue, are assigned a rating by DBRS equal to the then current rating of the relevant Class A Notes and that the ratings of the outstanding Class A Notes will not be adversely affected or withdrawn as a consequence of such issue.</i></p> <p><b><i>The assignment of ratings to the Class A Notes is not a recommendation to invest in the Class A Notes. Any credit rating assigned to the Class A Notes may be reviewed, revised, suspended or withdrawn at any time. Any such review, revision, suspension or withdrawal could adversely affect the market value of the Class A Notes.</i></b></p>
<b>Listing</b>	<p>Application has been made to Euronext Amsterdam for the First Issue Class A Notes to be admitted to the official list and trading on its regulated market. The First Issue Class A Notes are expected to be listed on the Closing Date. The Class B Notes will not be listed.</p> <p>It is a condition to the issuance of any series of Further Issue Class A Notes that such Notes are admitted to listing on Euronext Amsterdam if and when issued.</p> <p>This Base Prospectus has been approved by the AFM and constitutes a base prospectus for the purposes of the Prospectus Directive.</p>
<b>Eurosystem Eligibility</b>	The Class A Notes are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper. It does not mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon, among other things, satisfaction of the Eurosystem eligibility criteria.
<b>Limited recourse obligations</b>	The Notes will be limited recourse obligations of the Issuer and the Security Trustee alone and will not be the obligations of, or guaranteed by, or be the responsibility of, any other entity. The Issuer will have limited sources of funds available. See section 2 ( <i>Risk Factors</i> ).
<b>Subordination</b>	The right to payment of interest and principal on the Class B Notes will be subordinated and may be limited as more fully described in section 4.1 ( <i>Terms and Conditions of the Notes</i> ).

<p><b>Retention undertaking</b></p>	<p>The Sellers have covenanted to, during the life of the Notes and in compliance with Section 405 of Regulation (EU) No 575/2013 (the Capital Requirements Regulation, the <b>CRR</b>) and Section 51 of Regulation (EU) No 231/2013 (the <b>AIFM Regulation</b>), together retain a material net economic interest in the securitisation transaction of at least 5% of the Notes. As at the Closing Date, such interest will be comprised of an interest in the first loss tranche within the meaning of Section 405(1)(d) of the CRR and, if necessary, other tranches having the same or a more severe risk profile than those sold to investors as required by the text of each of Section 405 of the CRR and Section 51 of the AIFM Regulation.</p> <p>Each of the Sellers have undertaken to make available materially relevant data with a view to complying with Section 409 of the CRR, which can be obtained from such Seller upon request. Each prospective Noteholder should ensure that it complies with each of Part Five of the CRR (including Section 405) and Section Five of Chapter III of the AIFM Regulation (including Section 51) and any corresponding national measures which may be relevant. See the section <i>Regulatory &amp; Industry Compliance</i> in section <i>The Notes</i> for more detail. For further information on the requirements referred to above and the corresponding risks (including the risks arising from the current absence of any corresponding final technical standards to assist with the interpretation of the requirements), see the risk factor entitled "<i>Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes</i>".</p>
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For a description of some of the risks associated with an investment in the Notes, see section 2 (*Risk Factors*) herein.

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

## RESPONSIBILITY STATEMENTS AND IMPORTANT INFORMATION

### Responsibility Statements

The Issuer is responsible for the information contained in this Base Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer accepts responsibility accordingly.

In addition to the Issuer, the Sellers and Stater are responsible for the information referred to in the respective paragraphs below.

Each Seller is responsible solely for the information contained in the following sections of this Base Prospectus: Retention and disclosure requirements under the CRR and AIFM Regulation in section 1.4 (*The Notes*), 1.6 (*Portfolio Information*) 3.4 (*The Sellers*), 4.5 (*Regulatory and Industry Compliance*), 6.1 (*Stratification Tables*), 6.2 (*Description of Mortgage Loans*), 6.3 (*Origination and Servicing by the Sellers*), 6.4 (*Dutch Residential Mortgage Market*) and 6.5 (*NHG Guarantee Programme*) and all the confirmations and undertakings for and in respect of the retained interest and, as applicable, the making available of certain information to investors pursuant to Section 51 of the AIFM Regulation and Section 405 and Section 409 of the CRR respectively. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in such sections is in accordance with the facts and does not omit anything likely to affect the import of such information. Neither Seller is responsible for information contained in any section other than the sections mentioned above, and consequently does not assume any liability with respect to the information contained in any other section. Any information from third parties contained and specified as such in aforementioned sections has been accurately reproduced and as far as the Sellers are aware and is able to ascertain from information published by such third parties, does not omit anything likely to render the reproduced information inaccurate or misleading (having taken all reasonable care to ensure that such is the case). Each Seller accepts responsibility accordingly.

Stater Nederland B.V. is responsible solely for the information contained in section 3.5 (*Stater Nederland B.V.*) of this Base Prospectus and not for the information contained in any other section and consequently, Stater does not assume any liability in respect of the information contained in any other section other than section 3.5 (*Stater Nederland B.V.*). To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in section 3.5 (*Stater Nederland B.V.*) is in accordance with the facts and does not omit anything likely to effect the import of such information. Stater accepts responsibility accordingly.

ABN AMRO Bank N.V. has been engaged by the Issuer solely as Listing Agent. The Listing Agent activities relate to the admission of the Class A Notes to trading on Euronext Amsterdam. ABN AMRO Bank N.V.'s activities pursuant to the engagement have consisted of assisting the Issuer with filing the application for admission to listing with Euronext Amsterdam.

ABN AMRO Bank N.V. in its capacity of Listing Agent is acting for the Issuer only and will not regard any other person as its client in relation to the offering of the Class A Notes. Neither ABN AMRO Bank N.V. nor any of its directors, officers, agents or employees makes any representation or warranty as to the accuracy, completeness or fairness of the information or opinions described or incorporated by reference in this Base Prospectus, in any investor report or for any other statements made or purported to be made either by itself or on its behalf in connection with the Issuer or the offering or the A Notes. Accordingly, ABN AMRO Bank N.V. disclaims all and any liability, whether arising in tort or contract or otherwise in respect of this Base Prospectus and or any such other statements.

Notice of the aggregate nominal amount of the Further Issue Notes, the issue price of the Further Issue Notes and any other terms and conditions not contained herein which are applicable to a series of Further Issue

Notes will be set forth in the relevant Final Terms which will be filed with the AFM and delivered to Euronext Amsterdam on or before the relevant Issue Date.

Market data and other statistical information used in this Base Prospectus is based on a number of sources, including independent industry publications, government publications, reports by market research firms or other independent publications (each an **Independent Source**). The most recent available information from Independent Sources has been included in this Base Prospectus. Some data are based on good faith estimates, which are derived in part from a review of internal surveys of the Group, as well as the Independent Sources. Although these Independent Sources are believed to be reliable, the information has not independently been verified and its accuracy and completeness cannot be guaranteed. The information in this Base Prospectus that has been sourced from Independent Sources has been accurately reproduced and, as far as this could be ascertained from the information published by the relevant Independent Source, no facts have been omitted which would render the reproduced information inaccurate or misleading (having taken all reasonable care to ensure that such is the case).

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the offering of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer and the Sellers.

#### *Incorporation by reference*

This Base Prospectus is to be read in conjunction with the articles of association of the Issuer which are deemed to be incorporated by reference herein (see section 8 (*General*) below). This Base Prospectus shall be read and construed on the basis that such document is incorporated in, and forms part of, this Base Prospectus.

#### **Important information**

**THE NOTES WILL BE OBLIGATIONS OF THE ISSUER ONLY. THE NOTES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, THE NOTES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY OF THE TRANSACTION PARTIES (OTHER THAN THE ISSUER) OR ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY OF THE TRANSACTION PARTIES (OTHER THAN THE ISSUER). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES SHALL BE ACCEPTED BY ANY OF THE TRANSACTION PARTIES (OTHER THAN THE ISSUER), OR ANY COMPANY IN THE SAME GROUP OF COMPANIES AS THE TRANSACTION PARTIES (OTHER THAN THE ISSUER).**

THE DISTRIBUTION OF THIS BASE PROSPECTUS AND THE OFFERING OF THE NOTES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. NO REPRESENTATION IS MADE BY ANY OF THE TRANSACTION PARTIES THAT THIS BASE PROSPECTUS MAY BE LAWFULLY DISTRIBUTED, OR THAT THE NOTES MAY BE LAWFULLY OFFERED, IN COMPLIANCE WITH ANY APPLICABLE REGISTRATION OR OTHER REQUIREMENTS IN ANY SUCH JURISDICTION, OR PURSUANT TO AN EXEMPTION AVAILABLE THEREUNDER, AND NONE OF THEM ASSUMES ANY RESPONSIBILITY FOR FACILITATING ANY SUCH DISTRIBUTION OR OFFERING. IN PARTICULAR, SAVE FOR OBTAINING THE APPROVAL OF THIS BASE PROSPECTUS AS A BASE PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE BY THE AFM, NO ACTION HAS BEEN OR WILL BE TAKEN BY ANY OF THE TRANSACTION PARTIES WHICH WOULD PERMIT A PUBLIC OFFERING OF THE NOTES OR DISTRIBUTION OF THIS BASE PROSPECTUS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, THE NOTES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS BASE PROSPECTUS NOR ANY ADVERTISEMENT OR OTHER OFFERING MATERIAL MAY BE DISTRIBUTED OR PUBLISHED, IN ANY JURISDICTION, EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS BASE PROSPECTUS COMES ARE REQUIRED

BY THE ISSUER, THE ARRANGER AND THE MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER RELEVANT JURISDICTION AND INCLUDE NOTES IN BEARER FORM THAT ARE SUBJECT TO UNITED STATES TAX LAW REQUIREMENTS. THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN CERTAIN TRANSACTIONS PERMITTED BY U.S. TAX REGULATIONS AND REGULATIONS UNDER THE SECURITIES ACT (SEE SECTION 4.3 (*SUBSCRIPTION AND SALE*)). THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING ON ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NONE OF THE ISSUER OR THE SELLERS MAKES ANY REPRESENTATION TO ANY PROSPECTIVE INVESTOR OR PURCHASER OF THE NOTES REGARDING THE LEGALITY OF INVESTMENT THEREIN BY SUCH PROSPECTIVE INVESTOR OR PURCHASER UNDER APPLICABLE LEGAL INVESTMENT OR SIMILAR LAWS OR REGULATIONS.

THE INFORMATION CONTAINED IN THIS BASE PROSPECTUS WAS OBTAINED FROM THE ISSUER, THE SELLERS, STATER AND THE OTHER SOURCES IDENTIFIED HEREIN.

NEITHER THE DELIVERY OF THIS BASE PROSPECTUS NOR ANY SALE OR ALLOTMENT MADE IN CONNECTION WITH THE OFFERING OF THE NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION OR CONSTITUTE A REPRESENTATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME SUBSEQUENT TO THE DATE OF THIS BASE PROSPECTUS. NEITHER THE ISSUER NOR ANY OTHER PARTY HAS ANY OBLIGATION TO UPDATE THIS BASE PROSPECTUS, AFTER COMPLETION OF THE OFFER OF THE NOTES.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE CONTENTS OF THIS BASE 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. THIS BASE PROSPECTUS SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER AND ITS LEGAL, REGULATORY, TAX, ACCOUNTING, INVESTMENT AND OTHER ADVISORS. PROSPECTIVE PURCHASERS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR LEGAL ADVISORS TO DETERMINE WHETHER AND TO WHAT EXTENT THE NOTES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

THIS BASE PROSPECTUS DOES NOT CONSTITUTE AN OFFER OF, OR AN INVITATION BY OR ON BEHALF OF, THE ISSUER OR THE SELLERS OR ANY OF THEM TO SUBSCRIBE FOR OR PURCHASE ANY OF THE NOTES IN ANY JURISDICTION WHERE SUCH ACTION WOULD BE UNLAWFUL AND NEITHER THIS BASE PROSPECTUS, NOR ANY PART THEREOF, MAY BE USED FOR OR IN CONNECTION WITH ANY OFFER TO, OR SOLICITATION BY, ANY PERSON IN ANY JURISDICTION OR IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORISED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

THE DISTRIBUTION OF THIS BASE PROSPECTUS AND THE OFFERING, SALE AND DELIVERY OF THE NOTES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS BASE PROSPECTUS OR ANY NOTES COMES MUST INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS, SALES AND DELIVERIES OF NOTES AND ON DISTRIBUTION OF THIS BASE PROSPECTUS AND OTHER OFFERING MATERIAL RELATING TO THE NOTES, SEE SECTION 4.3 (*SUBSCRIPTION AND SALE*) BELOW.

THE SELLERS EXPRESSLY DO NOT UNDERTAKE TO REVIEW THE FINANCIAL CONDITION OR AFFAIRS OF THE ISSUER DURING THE LIFE OF THE NOTES. INVESTORS SHOULD REVIEW THE MOST RECENT FINANCIAL

STATEMENTS OF THE ISSUER ONCE AVAILABLE WHEN DECIDING WHETHER OR NOT TO PURCHASE, HOLD OR SELL ANY NOTES DURING THE LIFE OF THE NOTES.

FORECASTS AND ESTIMATES IN THIS BASE PROSPECTUS ARE FORWARD LOOKING STATEMENTS. SUCH PROJECTIONS ARE SPECULATIVE IN NATURE AND IT CAN BE EXPECTED THAT SOME OR ALL OF THE ASSUMPTIONS UNDERLYING THE PROJECTIONS WILL NOT PROVE TO BE CORRECT. CONSEQUENTLY, THE ACTUAL RESULT MIGHT DIFFER FROM THE PROJECTIONS AND SUCH DIFFERENCES MIGHT BE SIGNIFICANT.

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## **TRANSACTION OVERVIEW**

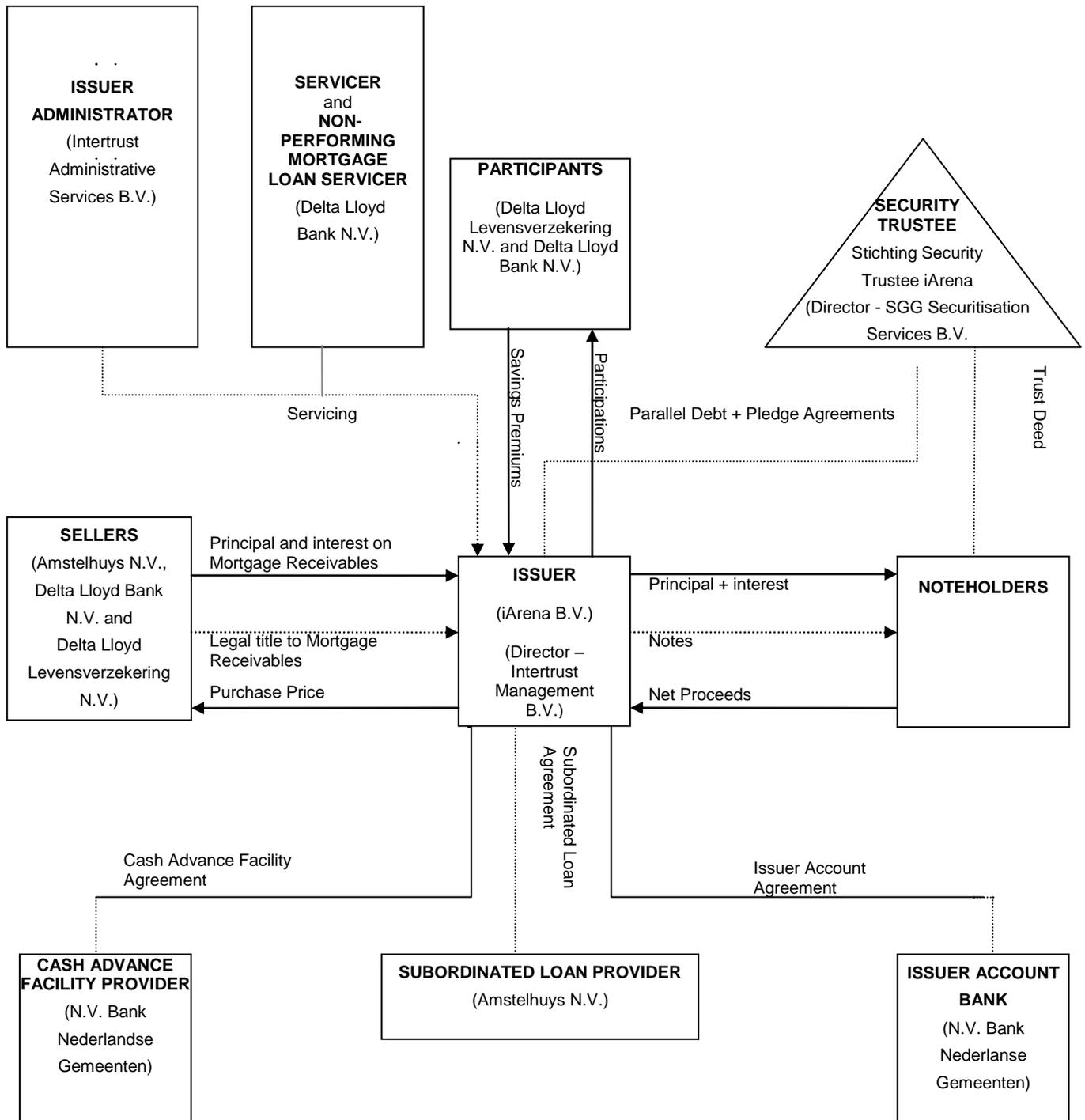
*This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any supplement thereto. Prospective Noteholders are advised to read carefully, and to rely solely on, the detailed information appearing elsewhere in this Base Prospectus and the Conditions and Transaction Documents referred to therein in making any decision whether or not to invest in any Notes. If a claim relating to the information contained in this Base Prospectus is brought before a competent court, the plaintiff investor may, subject to the legal requirement of the relevant Member State of the European Economic Area, have to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Civil liability with respect to this overview will only attach to the Issuer if this overview is misleading, incorrect or inconsistent when read in such manner as indicated above.*

*Unless otherwise indicated in this Base Prospectus or the context otherwise requires, capitalised terms used in this Base Prospectus have the meaning ascribed thereto in paragraph 1 (Definitions) of section 9 (Glossary of Defined Terms) set out in this Base Prospectus.*

*The principles of interpretation set out in paragraph 2 (Interpretation) of section 9 (Glossary of Defined Terms) in this Base Prospectus shall apply to this Base Prospectus.*

## 1.1 Structure Diagram

The following structure diagram provides an indicative summary of the principal features of the transaction. The diagram must be read in conjunction with and is qualified in its entirety by the detailed information presented elsewhere in this Base Prospectus.



## 1.2 Risk Factors

There are certain factors which prospective Noteholders should take into account and which could affect the ability of the Issuer to fulfill its obligations under the Notes. These risk factors relate to, *inter alia*, the Notes. One of these risk factors concerns the fact that the liabilities of the Issuer under the Notes are limited recourse obligations whereby the ability of the Issuer to meet such obligations will be dependent on the receipt by it of funds under the Mortgage Receivables, the proceeds of the sale of any Mortgage Receivables and the receipt by it of other funds. Despite certain facilities and mitigants, there remains a credit risk, liquidity risk, prepayment risk, maturity risk and interest rate risk relating to the Notes. Moreover, there are certain structural and legal risks relating to the Mortgage Receivables (see section 2 (*Risk Factors*)).

### 1.3 Principal Parties

<b>Issuer</b>	iArena B.V., incorporated under the laws of the Netherlands as a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), having its corporate seat in Amsterdam, the Netherlands.
<b>Shareholder</b>	Stichting Holding iArena, organised under the laws of the Netherlands as a foundation ( <i>stichting</i> ) and established in Amsterdam, the Netherlands.
<b>Security Trustee</b>	Stichting Security Trustee iArena, organised under the laws of the Netherlands as a foundation ( <i>stichting</i> ) and established in Amsterdam, the Netherlands.
<b>Sellers</b>	Amstelhuys N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ), Delta Lloyd Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ) and Delta Lloyd Levensverzekering N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ). Each of Amstelhuys N.V., Delta Lloyd Bank N.V. and Delta Lloyd Levensverzekering N.V. is a direct or indirect wholly owned subsidiary of Delta Lloyd N.V.
<b>Servicer</b>	Delta Lloyd Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ). The Servicer will delegate certain of the services to Stater Nederland B.V., incorporated under the laws of the Netherlands as a private company with limited liability, as its Sub-MPT Provider to provide certain services.
<b>Non-performing Mortgage Loan Servicer</b>	Delta Lloyd Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Issuer Administrator</b>	Intertrust Administrative Services B.V., incorporated under the laws of the Netherlands as a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), having its corporate seat in Amsterdam, the Netherlands.
<b>Cash Advance Facility Provider</b>	N.V. Bank Nederlandse Gemeenten, incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Issuer Account Bank</b>	N.V. Bank Nederlandse Gemeenten, incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Directors</b>	Intertrust Management B.V., the sole director of the Issuer and the Shareholder and SGG Securitisation Services B.V., the sole director of the Security Trustee, both incorporated under the laws of the Netherlands as a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), having its corporate seat in Amsterdam, the

Netherlands.

<b>Principal Paying Agent</b>	Deutsche Bank AG, London Branch incorporated under the laws of Germany as a company with limited liability, acting through its London Branch.
<b>Paying Agent</b>	Deutsche Bank AG, Amsterdam Branch incorporated under the laws of Germany as a company with limited liability, acting through its Amsterdam Branch.
<b>Reference Agent</b>	Deutsche Bank AG, London Branch incorporated under the laws of Germany as a company with limited liability, acting through its London Branch.
<b>Listing Agent</b>	ABN AMRO Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Common service provider</b>	Deutsche Bank AG, London Branch.
<b>Common safekeeper</b>	Euroclear in respect of the Class A Notes and Deutsche Bank AG, London Branch in respect of the Class B Notes.
<b>Savings Insurance Company</b>	Delta Lloyd Levensverzekering N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Bank Savings Participant</b>	Delta Lloyd Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Subordinated Loan Provider</b>	Amstelhuys N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).

## 1.4 The Notes

	Class A1 Notes	Class A2 Notes	Class A3 Notes	Class A4 Notes	Class B Notes
<b>Principal Amount at Closing</b>	€320,000,000	€200,000	€200,000	€200,000	€32,100,000
<b>Subordinated to:</b>	N/A	N/A	N/A	N/A	the Class A Notes
<b>Issue Price</b>	100%	100%	100%	100%	100%
	The issue price of the Further Issue Notes to be issued on an Issue Date will be as specified in the relevant Final Terms.				
<b>Rating (DBRS)</b>	A(sf)	A(sf)	A(sf)	A(sf)	Not rated
<b>Issue Date for First Issue Notes</b>	27 May 2014.				
<b>Listing</b>	Euronext Amsterdam.				N/A
<b>Denomination</b>	€100,000.				
<b>Form</b>	Bearer form and in case of Definitive Notes serially numbered with coupons attached.				
<b>Status and ranking</b>	The Notes rank <i>pari passu</i> and <i>pro rata</i> without any preference or priority among Notes of the same Class in respect of the Security proceeds and payments of principal and interest. Payments of principal and interest on a Class of Notes are subordinated to, <i>inter alia</i> , payments of principal and interest on Class(es) of Notes ranking senior to such Class, with the Classes of Notes ranking in decreasing seniority in alphabetical order. However, the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes rank <i>pari passu</i> and <i>pro rata</i> without any preference or priority among all Notes of such Classes in respect of the Security and payments of interest (not principal). See further section 4.1 ( <i>Terms and Conditions of the Notes</i> ) below.				
<b>Interest rate up to but excluding the relevant First Optional Redemption Date</b>	3.35 per cent. per annum.	3.35 per cent. per annum.	3.35 per cent. per annum.	3.35 per cent. per annum.	0.01 per cent. per annum.
<b>Interest rate after the relevant First Optional Redemption Date</b>	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	1.5% margin above three month Euribor, whereby three month Euribor is floored at 2.0% and capped at 6.0%	0.01 per cent. per annum.

	Class A1 Notes	Class A2 Notes	Class A3 Notes	Class A4 Notes	Class B Notes
<b>Interest Periods and accrual</b>	Each successive Interest Period will commence on (and include) a Notes Payment Date and end on (but exclude) the next succeeding Notes Payment Date, except for the first Interest Period which will commence on (and include) the Closing Date and end on (but exclude) the Notes Payment Date falling in August 2014. The Interest Period for Further Issue Notes will commence on the date as set out in the applicable Final Terms. The interest will be calculated on the basis of the actual days elapsed in an Interest Period divided by a year of 360 days.				
<b>First Optional Redemption Date</b>	The Notes Payment Date falling in May 2024.	The Notes Payment Date falling in May 2025.	The Notes Payment Date falling in November 2025.	The Notes Payment Date falling in May 2026.	The Notes Payment Date falling in May 2026.
<b>Optional Redemption</b>	Unless previously redeemed in full, the Issuer will have the option to redeem a Class of Notes, but not some only, on each relevant Optional Redemption Date at their Principal Amount Outstanding less, in the case of the Class B Notes, a Class B Principal Shortfall (if any), all subject to and in accordance with the Conditions, in particular Conditions 6(b) and 9(b). In addition thereto the Issuer will have the option to redeem a <i>pro rata</i> part of the Class B Notes on each Class A Optional Redemption Date on which it redeems the relevant Class A Notes.				
<b>Mandatory Redemption</b>	Subject to the Conditions, the Issuer will be obliged to apply the Redemption Available Amount to redeem, whether in full or in part, at their respective Principal Amount Outstanding, the Notes on each Notes Payment Date commencing on 17 August 2014 on a <i>pro rata</i> basis within a Class or Sub-Class, as applicable. The Notes will be redeemed in the following order:  (i) <i>first</i> , the Class A1 Notes, until fully redeemed,  (ii) <i>second</i> , the Class A2 Notes, until fully redeemed,  (iii) <i>third</i> , the Class A3 Notes, until fully redeemed,  (iv) <i>fourth</i> , the Class A4 Notes, until fully redeemed, and  (v) <i>fifth</i> , the Class B Notes, until fully redeemed.				
<b>Other Redemption provisions</b>	Redemption for tax reasons		Applies to Notes if the Issuer is or will become obliged to make any withholding of or deduction for, or on account of, any taxes, duties or charges of whatsoever nature from payments in respect of any Class of Notes as a result of any tax change after the Closing Date. See Condition 6(f) ( <i>Redemption – Redemption for tax reasons</i> ) and Condition 9(b) ( <i>Subordination and limited recourse – Principal</i> ). See also the paragraph <i>Sale of Mortgage Receivables</i> in section 7.1 ( <i>Portfolio Information</i> ) below.		
	Redemption following exercise by the Sellers of the Regulatory Call and/or the Clean-up Call Option.		See Condition 6(b) ( <i>Redemption – Mandatory Redemption of the Notes</i> ) and Condition 9(b) ( <i>Subordination and Limited Recourse-Principal</i> ).		
<b>Notes Payment Dates</b>	Quarterly in arrear on the 17th day of February, May, August and November of each year, subject to adjustment for non-Business Days, and commencing on 17 August 2014 (see Condition 4 (Interest – Interest Periods and Notes Payment Dates)).				
<b>Retention and</b>	The Sellers shall at all times comply with Section 405 of the CRR and Section 51 of the AIFM Regulation (see				

	Class A1 Notes	Class A2 Notes	Class A3 Notes	Class A4 Notes	Class B Notes
<b>disclosure requirements under the CRR and AIFM Regulation</b>	section 4.5 ( <i>Regulatory and Industry Compliance</i> ).				
<b>Final Maturity Date</b>	The Notes Payment Date falling in May 2058 (redemption of the Notes to take place at their respective Principal Amount Outstanding subject to and in accordance with the Conditions, in particular Condition 9(b)).				
<b>Observations Class A Notes</b>	<p>To the extent that the Available Principal Funds or the Available Interest Funds are insufficient to redeem the Class A1 Notes and/or the Class A2 Notes and/or the Class A3 Notes and/or the Class A4 Notes in full or pay interest as applicable when due in accordance with the Conditions for a period of fifteen days or more, this will constitute an Event of Default in accordance with Condition 10(a). The Class A2 Notes, the Class A3 Notes and the Class A4 Notes do not purport to provide credit enhancement to the Class A1 Notes. The Class A3 Notes and the Class A4 Notes do not purport to provide credit enhancement to the Class A2 Notes. The Class A4 Notes do not purport to provide credit enhancement to the Class A3 Notes. If, on any date, the Security is to be enforced and the proceeds of the enforcement would be insufficient to redeem the Class A Notes in full, such loss will be borne, <i>pro rata</i> in accordance with the respective amounts outstanding thereunder and <i>pari passu</i>, by the holders of the Class A Notes. If the Class A1 Notes have been redeemed (in part or in full) at such time, this will result in the Class A2 Notes, the Class A3 Notes and the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes. If the Class A1 Notes and the Class A2 Notes have been redeemed (in part or in full) at such time, this will result in the Class A3 Notes and the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes and the Class A2 Notes. If the Class A1 Notes, the Class A2 Notes and the Class A3 Notes have been redeemed (in part or in full) at such time, this will result in the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes, the Class A2 Notes and the Class A4 Notes.</p>				
<b>Events of Default</b>	<p>As fully set out in Condition 10, which broadly include:</p> <ul style="list-style-type: none"> <li>(i) Non-payment by the Issuer of principal or interest in respect of the Class A Notes;</li> <li>(ii) Breach of contractual obligations by the Issuer under the Transaction Documents which is materially prejudicial to the interests of the then Most Senior Class of Notes; and</li> <li>(iii) Bankruptcy or (preliminary) suspension of payments of the Issuer.</li> </ul>				
<b>Withholding Tax</b>	<p>All payments by the Issuer in respect of the Notes will be made without withholding of or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatsoever nature imposed or levied by or on behalf of the Netherlands, any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or charges are required by law. In that event, 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 pay any additional amounts to such Noteholders. In particular, but without limitation, no additional amounts shall be payable in respect of any Note presented for payment, where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Union Directive on the taxation of savings that was adopted on 3 June 2003 or any law implementing or complying with, or introduced in order to conform to, such Directive.</p>				
<b>Method of payment</b>	<p>For so long as the Notes are represented by a Global Note, payments of principal and interest will be made in euro to a common safekeeper for Euroclear and Clearstream, Luxembourg, for the credit of the respective accounts of the Noteholders (see section 4.3 (<i>Form</i>) below).</p>				
<b>Security for</b>	<p>The Notes will be secured (indirectly):</p>				

	Class A1 Notes	Class A2 Notes	Class A3 Notes	Class A4 Notes	Class B Notes
<b>the Notes, limited recourse and non-petition</b>	<p>(i) by a first ranking undisclosed right of pledge by the Issuer to the Security Trustee over (a) the Mortgage Receivables (including Further Advance Receivables and New Mortgage Receivables), including all rights ancillary thereto and (b) the Beneficiary Rights; and</p> <p>(ii) by a first ranking disclosed right of pledge by the Issuer to the Security Trustee over the Issuer Rights.</p> <p>After delivery of an Enforcement Notice, the amounts payable to the Noteholders and the other Secured Creditors will be limited to the amounts available for such purpose to the Security Trustee which, <i>inter alia</i>, will consist of amounts recovered by the Security Trustee in respect of such rights of pledge created by the Pledge Agreements and amounts received by the Security Trustee as creditor under the Parallel Debt Agreement. Payments to the Secured Creditors will be made in accordance with the Post-Enforcement Priority of Payments. See further sections 5 (<i>Credit Structure</i>) and 4.7 (<i>Security</i>).</p>				
<b>Parallel Debt Agreement</b>	<p>On the Closing Date, the Issuer, the Security Trustee and the Secured creditors other than the Noteholders will enter into the Parallel Debt Agreement for the benefit of the Secured Creditors under which the Issuer shall, by way of parallel debt, undertake to pay to the Security Trustee an amount equal to the aggregate amount, from time to time due by it to the Secured Creditors, in order to create a claim of the Security Trustee thereunder which can be validly secured by the rights of pledge created by the Pledge Agreements.</p>				
<b>Paying Agency Agreement</b>	<p>On the Closing Date, the Issuer and the Security Trustee will enter into the Paying Agency Agreement with the Principal Paying Agent and the Paying Agent (together the Paying Agents) and the Reference Agent pursuant to which the Paying Agent undertakes, <i>inter alia</i>, to perform certain payment services on behalf of the Issuer towards the Noteholders.</p>				
<b>Listing</b>	<p>Application has been made to Euronext Amsterdam for the First Issue Class A Notes to be admitted to the official list and trading on its regulated market.</p> <p>It is a condition to the issuance of any series of Further Issue Class A Notes that such Notes are admitted to listing on Euronext Amsterdam if and when issued.</p>				
<b>Use of proceeds of the Notes</b>	<p>The Issuer will use part of the net proceeds from the issue of the Notes to pay to the Sellers (part of) the Initial Purchase Price for the Mortgage Receivables to be purchased by the Issuer on the Closing Date, pursuant to the Mortgage Receivables Purchase Agreement.</p> <p>The net proceeds of any series of Further Issue Notes will upon issue be applied to pay (part of) the Initial Purchase Price for the New Mortgage Receivables purchased on the relevant Issue Date pursuant to the Mortgage Receivables Purchase Agreement.</p> <p>An amount equal to the aggregate Construction Deposits will be withheld from the Initial Purchase Price by the Issuer and be deposited on the Construction Deposit Account. See section 7.1 (<i>Purchase, Repurchase and Sale</i>) below.</p>				
<b>Governing law</b>	<p>The Notes, and any non-contractual obligations arising out of or in relation to the Notes, will be governed by and construed in accordance with the laws of the Netherlands.</p>				
<b>Selling restrictions</b>	<p>There are selling restrictions in relation to the European Economic Area, the Netherlands, Italy, France, the United Kingdom, Japan and the United States and such other restrictions as may be required in connection with the offering and sale of the Notes. See section 4.3 (<i>Subscription and Sale</i>).</p>				

## 1.5 Credit Structure

### Available Funds

The Issuer will use receipts of principal and interest in respect of the Mortgage Receivables together with amounts it receives under the Cash Advance Facility Agreement and the Issuer Collection Account, to make payments of, *inter alia*, principal and interest, if any, due in respect of the Notes. On each Purchase Date, the Issuer shall apply the Replenishment Available Amount towards the purchase of and acceptance of the assignment of Further Advance Receivables and New Mortgage Receivables and, on any Issue Date, of New Mortgage Receivables, provided that the Replenishment Criteria are met and to the extent offered by the Sellers.

### Priorities of Payments

The obligations of the Issuer in respect of the Notes will rank subordinated to the obligations of the Issuer in respect of certain items set forth in the applicable priority of payments (see section 5 (*Credit Structure*) below) and the right to payment of interest and principal on the Class B Notes will be subordinated to the Class A Notes and be limited as more fully described herein under sections 5 (*Credit Structure*) and 4.1 (*Terms and Conditions of the Notes*).

The Class A2 Notes, the Class A3 Notes and the Class A4 Notes do not purport to provide credit enhancement to the Class A1 Notes. The Class A3 Notes and the Class A4 Notes do not purport to provide credit enhancement to the Class A2 Notes. The Class A4 Notes do not purport to provide credit enhancement to the Class A3 Notes.

### Cash Advance Facility

On the Closing Date, the Issuer will enter into the Cash Advance Facility Agreement under which the Issuer will be entitled to make drawings in order to meet certain shortfalls in its available revenue receipts. See further section 5 (*Credit Structure*).

### Seller Collection Account

The Originator maintains a Seller Collection Account with The Royal Bank of Scotland N.V.

The Originator has outsourced the administration of the Seller Collection Account to Stater Nederland B.V.

### Issuer Transaction Accounts

The Issuer shall maintain with the Issuer Account Bank the following accounts:

- (i) the Issuer Collection Account, to which on each Mortgage Collection Payment Date all amounts of interest, prepayment penalties and principal received under the Mortgage Receivables will be transferred;
- (ii) the Reserve Account on which the Reserve Fund will be deposited; and
- (iii) the Construction Deposit Account, which will only be debited for (i) payments to the Sellers in accordance with the Mortgage Receivables Purchase Agreement, and (ii) transfer to the Issuer Collection Account in case the Issuer has no obligation to pay

any such part of the Initial Purchase Price.

**Issuer Account Agreement**

The Issuer, the Security Trustee and the Issuer Account Bank will enter into the Issuer Account Agreement on the Signing Date. The Issuer Account Bank will agree to pay a guaranteed rate of interest determined by reference to (i) EONIA minus a margin on the balances standing from time to time to the credit of the Issuer Collection Account and (ii) three-month EURIBOR minus a margin on the balance standing from time to time to the credit of the Construction Deposit Account and the Reserve Account. Should the interest drop below zero, the Issuer would be required to make interest payments to the Issuer Account Bank; such payments may be made on other dates than the Notes Payment Dates. The Issuer will undertake pursuant to the Trust Deed not to withdraw or apply amounts from the Issuer Transaction Accounts other than in accordance with the Trust Deed.

**Administration, calculation and cash management**

Under the terms of the Servicing Agreement, the Issuer Administrator will agree to provide certain administration, calculation and cash management services for the Issuer on a day-to-day basis, including without limitation, all calculations to be made pursuant to the Conditions in connection with the Notes.

**Subordinated Loan Agreement**

On the Closing Date, the Issuer will enter into the Subordinated Loan Agreement with the Subordinated Loan Provider and the Security Trustee for an amount of euro 9,290,000.00. The proceeds of the Subordinated Loan will for an amount of euro 8,817,500.00 be credited to the Reserve Account and the remainder will be used to pay certain start-up costs and expenses incurred by the Issuer in connection with the issue of the Notes. On each Issue Date, the Subordinated Loan will be increased, to the extent required, in order to maintain the Reserve Account up to the Reserve Account Required Amount, and any proceeds will be credited to the Reserve Account.

## 1.6 Portfolio Information

### Key Characteristics of the Mortgage Receivables per the Cut-Off Date

The numerical information set out below relates to the Final Pool which was selected on 31 March 2014 and from which the Final Portfolio to be purchased by the Issuer on the Closing Date will be selected.

<b>1. Key characteristics</b>	
Cutoff date	31 March 2014
Principal balance	EUR 358,498,030
Value of saving deposits	EUR 6,198,030
Net principal balance	EUR 352,300,000
Construction deposits	EUR 11,965,014
Net principal balance excl. construction and saving deposits	EUR 340,334,986
Number of loans	1559
Number of loanparts	3578
Average principal balance (borrower)	EUR 225,978.19
Weighted average current interest rate	4.37%
Weighted average maturity	24.86 yr
Weighted average seasoning	3.12 yr
WA current loan to original market value	87.77%
WA current loan to indexed market value	92.23%
WA current loan to original foreclosure value	96.77%
WA current loan to indexed foreclosure value	101.46%

<b>Mortgage Receivables</b>	The Mortgage Receivables will result from Mortgage Loans secured by first-ranking mortgage rights over the Mortgaged Assets, situated in the Netherlands and entered into by the Sellers and the relevant Borrowers which meet criteria set forth in the Mortgage Receivables Purchase Agreement and which will be selected prior to or on the Closing Date or on or prior to the relevant Purchase Date or Issue Date, as the case may be.
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	<p>The Mortgage Loans will consist of (i) Interest-only Mortgage Loans (<i>aflossingsvrije hypotheken</i>), (ii) Savings Mortgage Loans (<i>spaarhypotheken</i>), (iii) Bank Savings Mortgage Loans (<i>bankspaarhypotheken</i>), (iv) Linear Mortgage Loans (<i>lineaire hypotheken</i>), (v) Annuity Mortgage Loans (<i>annuïteitenhypotheken</i>), (vi) Investment Mortgage Loans (<i>beleggingshypotheken</i>) and (vii) Life Mortgage Loans (<i>levenhypotheken</i>) or combinations of any of these types of mortgage loans (<i>combinatiehypotheken</i>).</p> <p>The Mortgage Receivables have the characteristics that demonstrate the capacity to produce funds to service any payments due and payable under the Notes.</p>
<b>Mortgage Loans</b>	<p>All Mortgage Loans are secured by a first ranking Mortgage which was vested for a principal sum which is at least equal to the principal sum of the Mortgage Loan when originated, increased with interest, penalties, costs and any insurance premium. Mortgage Loans may consist of one or more loan parts (<i>leningdelen</i>), each of which normally constitutes a different mortgage type agreed with the relevant Borrower. If a Mortgage Loan consists of one or more of such loan parts, the relevant Seller shall sell and assign and the Issuer shall purchase and accept the assignment of all, but not some, loan parts of such Mortgage Loan.</p> <p>See for a description of the various Mortgage Loan types section 6.2 (<i>Description of Mortgage Loans</i>).</p>
<b>Beneficiary Rights</b>	<p>The relevant Seller has the benefit of the Beneficiary Rights, which entitle the relevant Seller to receive the final payout (<i>einduitkering</i>) under the relevant Insurance Policies, and such payment shall be applied towards redemption of the relevant Mortgage Receivables. Under the Mortgage Receivables Purchase Agreement, each Seller will assign, to the extent legally possible and required, such Beneficiary Rights to the Issuer and the Issuer will accept such assignment.</p>
<b>NHG Guarantees</b>	<p>Certain Mortgage Loans are NHG Mortgage Loans. The aggregate Outstanding Principal Amount of the NHG Mortgage Loan Receivables at Closing amounts to euro 116,321,091.91. See further sections 6.2 (<i>Description of Mortgage Loans</i>) and 6.5 (<i>NHG Guarantee Programme</i>).</p>
<b>Construction Deposits</b>	<p>Pursuant to the Mortgage Conditions, a Borrower has the right to request that a part of the Mortgage Loan will be withheld and will be applied towards construction of or improvements to the Mortgaged Asset. Such amounts including any interest accrued thereon will only be paid to the Borrower in case certain conditions are met. The aggregate amount of the Construction Deposits on the Cut-Off Date is euro 11,965,013.51.</p> <p>Pursuant to the Mortgage Conditions, Construction Deposits have to be paid out within 12 months (for refurbishments) or 24 months (for newly built properties) after the relevant Mortgage Loan has been granted to the relevant Borrower. However, the relevant Seller may agree with a Borrower to extend each relevant period for a maximum of 6 months. After such period, any remaining Construction Deposits will (i) if the relevant remaining Construction Deposit is (A) less than euro 12,000 and</p>

	<p>(B) less than euro 2,500 with respect to NHG Mortgage Loans, be paid out by the relevant Seller to the relevant Borrower and consequently, the remaining part of the Initial Purchase Price will be paid out by the Issuer to the relevant Seller and (ii) if the relevant remaining Construction Deposit (A) exceeds euro 12,000 and (B) exceeds euro 2,500 with respect to NHG Mortgage Loans, be set-off by the relevant Seller against the relevant Mortgage Receivable up to the amount of such Construction Deposit, in which case, the Issuer shall have no further obligation towards the relevant Seller to pay the remaining part of the relevant Initial Purchase Price and the relevant balance standing to the credit of the Construction Deposit Account will be transferred to the Issuer Collection Account, and form part of the Available Principal Funds.</p> <p>If any of the events set forth in items (d) and (e) of the definition of Assignment Notification Events has occurred, the Issuer will no longer be under the obligation to pay such remaining part of the Initial Purchase Price. See further section 7.1 (<i>Purchase, Repurchase and Sale</i>).</p>
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## 1.7 Portfolio Documentation

- Mortgage Receivables Purchase Agreement** Under the Mortgage Receivables Purchase Agreement, the Issuer will (i) purchase on the Signing Date and accept the assignment of the Mortgage Receivables on the Closing Date or (ii) purchase and accept the assignment of Further Advance Receivables or New Mortgage Receivables on a relevant Purchase Date or, in the case of New Mortgage Receivables, a relevant Issue Date, in each case together with the Beneficiary Rights of the Sellers which entitle the Sellers to receive the final payout (*einduitkering*) under the relevant Insurance Policies, which payment is to be applied towards redemption of the Mortgage Receivables.
- Repurchase of Mortgage Receivables** In the Mortgage Receivables Purchase Agreement, each Seller has undertaken to repurchase and accept re-assignment of any Mortgage Receivable:
- (a) if in respect of such Mortgage Receivable any of the representations and warranties given by the relevant Seller in respect of the Mortgage Loans and the Mortgage Receivables, including the representation and warranty that the Mortgage Loans or, as the case may be, the Mortgage Receivables meet the Mortgage Loan Criteria, are untrue or incorrect in any material respect, on the Mortgage Collection Payment Date immediately following the expiration of the relevant remedy period (as provided in the Mortgage Receivables Purchase Agreement);
  - (b) on the Mortgage Collection Payment Date immediately following the date on which the relevant Seller agrees with a Borrower to grant a Further Advance in respect of such Mortgage Receivable, unless the Further Advance Receivable is purchased by the Issuer on the immediately succeeding Purchase Date;
  - (c) on the immediately succeeding Mortgage Collection Payment Date after the relevant Seller agrees with a Borrower to switch the Mortgage Loan from which such Mortgage Receivable arises, from a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element or a Bank Savings Mortgage Loan into (a part of) any type of Mortgage Loan other than a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element or a Bank Savings Mortgage Loan, as applicable;
  - (d) on the Mortgage Collection Payment Date immediately following the date on which the relevant Seller agrees with the Borrower under the relevant Mortgage Loan, to a Mortgage Loan Amendment, provided that if such Mortgage Loan Amendment is made as part of the enforcement procedures to be complied with upon a default by the Borrower under the Mortgage Loan or is otherwise made as part of a restructuring or renegotiation of such Mortgage Loan due to a deterioration

of the credit quality of the relevant Borrower under the Mortgage Loan, the relevant Seller shall not repurchase the Mortgage Receivable; or

- (e) if such Mortgage Receivable is a NHG Mortgage Loan Receivable: (a) if prior to foreclosure of the relevant NHG Mortgage Loan, such NHG Mortgage Loan no longer has the benefit of a NHG Guarantee or if (b) following foreclosure of the relevant NHG Mortgage Loan, the amount actually reimbursed under the NHG Guarantee is lower than the amount claimable had the terms of the NHG Guarantee been met, each time as a result of an action taken or omitted to be taken by the Seller or the Servicer, on the Mortgage Collection Payment Date immediately following the date on which such NHG Mortgage Loan Receivable ceases to have the benefit of the NHG Guarantee or the payment under the NHG Guarantee has been received by the Issuer, as the case may be, on (i) the immediately following Mortgage Collection Payment Date or (ii) if such Mortgage Collection Payment Date referred to under (i) falls within fourteen (14) days of such date, the second Mortgage Collection Payment Date following such date.

The purchase price for the relevant Mortgage Receivable to be repurchased in any such event payable by the relevant Seller will be at least equal to (i) the Outstanding Principal Amount of the Mortgage Receivable, together with due and overdue interest, accrued up to (but excluding) the date of repurchase and re-assignment of the repurchased Mortgage Receivable and (ii) reasonable costs, if any (including any costs incurred by the Issuer in effecting and completing such repurchase and re-assignment) save that in the event of a repurchase set forth in item (e) above, the purchase price shall be equal to the amount that was not reimbursed under the NHG Guarantee as a result of an action taken or omitted to be taken by the Seller or the relevant Servicer. The proceeds of such repurchase and re-assignment shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 6(b) and subject to Condition 9(b).

**Sale of Mortgage Receivables on an Optional Redemption Date**

Under the terms of the Trust Deed, the Issuer will have the right to sell and assign Mortgage Receivables on each Optional Redemption Date to a third party, provided in any case that the Issuer shall apply the proceeds of such sale to redeem the relevant Class of Notes (see *Condition 6(e) (Redemption – Optional Redemption)* in section 4.1 (*Terms and Conditions of the Notes*) below.

The Issuer may only sell and assign Mortgage Receivables, provided that in accordance with Condition 6(e) the purchase price of such Mortgage Receivables shall be (i) sufficient to redeem the relevant Class A Notes at their Principal Amount Outstanding and the Class B Notes at their Principal Amount Outstanding less the Principal Shortfall and (ii) equal to at least the Outstanding Principal Amount of the relevant Mortgage Receivable, together with accrued interest due but unpaid and, if the Mortgage Receivables are repurchased and re-assigned by the relevant Seller, any costs, fees and expenses incurred by the Issuer in effecting and completing such repurchase and re-

assignment, if any, except that with respect to Mortgage Receivables which are in arrears for a period exceeding 90 calendar days or in respect of which an instruction has been given to the civil-law notary to start foreclosure proceedings, the purchase price shall be at least the lesser of (a) the sum of the Outstanding Principal Amount, together with accrued interest due but unpaid, if any, and any other amount due under the Mortgage Conditions up to the relevant date of such sale and assignment or repurchase and re-assignment and (b) an amount equal to the foreclosure value of the Mortgaged Assets or, if no valuation report of less than 12 months old is available, the indexed foreclosure value plus any other collateral, including the relevant Participation, if any.

If the Mortgage Receivables are purchased by a third party, any costs, fees and expenses incurred by the Issuer in effecting and completing the sale and assignment of the Mortgage Receivables, if any, will be for the account of such party, as agreed with such party.

**Sale of Mortgage Receivables**

The Issuer may not dispose of any Mortgage Receivables, except to comply with its obligations under the Notes in certain circumstances as further provided in the Trust Deed and in connection with a repurchase obligation of the relevant Seller as provided in the Mortgage Receivables Purchase Agreement. If the Issuer decides to offer for sale (part of) the Mortgage Receivables it will first offer such Mortgage Receivables to the Sellers. If one Seller decides not to purchase and accept assignment of the Mortgage Receivables sold and assigned by it to the Issuer, the other Sellers shall have the option to purchase and accept assignment of all, but not some of such Mortgage Receivables. The Sellers shall within a period of 15 business days from such offer inform the Issuer whether or not it wishes to repurchase the Mortgage Receivables. After such period, the Issuer shall instruct the Issuer Administrator to select within 30 calendar days one or more third parties to make a binding offer to purchase the Mortgage Receivables in accordance with the Mortgage Receivables Purchase Agreement. The proceeds of any sale and assignment by the Issuer (whether to the Sellers or a third party), shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 6 and subject to Condition 9(b).

**Sale of Mortgage Receivables if the Regulatory Call Option is exercised**

On each Notes Payment Date following the occurrence of a Regulatory Change, the Sellers (acting jointly, but each in respect of the respective relevant Mortgage Receivables) have the option (but not the obligation) to exercise the Regulatory Call Option and repurchase the Mortgage Receivables. The purchase price of the Mortgage Receivables will be calculated as described in the paragraph *Sale of Mortgage Receivables on an Optional Redemption Date* above. The proceeds of such sale and assignment shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 6(b) and subject to Condition 9(b).

**Sale of Mortgage Receivables upon the occurrence of a Tax Change**

On any Notes Payment Date following the occurrence of a Tax Change the Issuer has the option (but not the obligation) to redeem the Notes in accordance with Condition 6(f) and subject to Condition 9(b). The purchase price of Mortgage Receivables sold in connection with the redemption, will be calculated in the same manner as described in the paragraph *Sale of Mortgage Receivables on an Optional Redemption*

*Date* above. The proceeds of such sale and assignment shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 6(f) and subject to Condition 9(b).

**Sale of Mortgage Receivables if the Clean-up Call Option is exercised**

On each Notes Payment Date, the Sellers (acting jointly, but each in respect of the respective relevant Mortgage Receivables) have the option (but not the obligation) to exercise the Clean-up Call Option. The purchase price of the Mortgage Receivables will be calculated as described in the paragraph *Sale of Mortgage Receivables on an Optional Redemption Date* above. The proceeds of such sale and assignment shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 6(b) and subject to Condition 9(b).

**Insurance Savings Participation Agreement**

Under the terms of the Insurance Savings Participation Agreement with the Savings Insurance Company, the Savings Insurance Company will acquire participations in each Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element equal to amounts of Savings Premium paid by the relevant Borrower to the Savings Insurance Company in respect of the Savings Insurance Policy or Savings Investment Insurance Policy, as the case may be, relating to the relevant Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element. In the Insurance Savings Participation Agreement, the Savings Insurance Company will undertake to pay to the Issuer amounts equal to all amounts received as Savings Premium on the relevant Savings Insurance Policies or Savings Investment Insurance Policies. In return, the Savings Insurance Company is entitled to receive the Insurance Savings Participation Redemption Available Amount from the Issuer. The amount of the Insurance Savings Participations consists of (a) the Initial Insurance Savings Participations, being an amount equal to euro 5,846,595.00, increased on a monthly basis with (b) the sum of (i) amounts equal to the Savings Premium received by the Savings Insurance Company and paid to the Issuer and (ii) a *pro rata* part, corresponding to the Insurance Savings Participation in each Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, of the interest paid by the Borrower in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element. See further section 7.6 (*Participation Agreements*).

**Bank Savings Participation Agreement**

Under the terms of the Bank Savings Participation Agreement with the Bank Savings Participant, the Bank Savings Participant will acquire participations in the Bank Savings Mortgage Receivables in consideration for the undertaking of the Bank Savings Participant to pay to the Issuer all amounts received as Bank Savings Deposits. In return, the Bank Savings Participant is entitled to receive the Bank Savings Participation Redemption Available Amount from the Issuer. The amount of the Bank Savings Participation with respect to a Bank Savings Mortgage Receivable consists of (a) the Initial Bank Savings Participation, being an amount equal to euro 6,198,030.00, increased on a monthly basis with (b) the sum of (i) the monthly Bank Savings Deposit Instalments received by the Bank Savings Participant in relation to the Bank Savings Mortgage Receivables and paid to the Issuer and (ii) a *pro rata* part, corresponding to the Bank Savings Participation in the Bank Savings Mortgage Receivable, of the interest received paid by the Borrower in respect of such Bank Savings Mortgage Receivable. See section 7.6 (*Participation Agreements*).

**Servicing Agreement**

Under the terms of the Servicing Agreement, the Servicer will agree (i) to provide to the Issuer administration and management services in relation to the Mortgage Loans on a day-to-day basis, including, without limitation, the collection of payments of principal, interest and all other amounts in respect of the Mortgage Receivables and, in its capacity as Non-performing Mortgage Loan Servicer, the implementation of arrears procedures including, if applicable, the enforcement of mortgages (see further section 6.3 (*Origination and Servicing by the Sellers*)); and (ii) to communicate with the relevant Borrowers in respect of the Mortgage Loans.

## **1.8 General**

### **Management Agreements**

Each of the Issuer, the Sellers, the Security Trustee and the Shareholder have entered into Management Agreements with the relevant Director, under which the relevant Director will undertake to act as director of the Issuer, the Security Trustee or the Shareholder, respectively, and to perform certain services in connection therewith.

## **2. RISK FACTORS**

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risk associated with the Notes are also described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal 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 and the Issuer does not represent that the statements below regarding the risks of investing in any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.*

### **RISK FACTORS REGARDING THE NOTES**

#### **The Notes will be the obligations of the Issuer only**

The Notes will be solely the obligations of the Issuer. The Notes will not be obligations or responsibilities of, or guaranteed by, any of the transaction parties (other than the Issuer). No person other than the Issuer will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes.

#### **The Issuer has limited resources available to meet its payment obligations**

The ability of the Issuer to meet its obligations in full to pay principal and interest on the Notes and its operating and administrative expenses will be dependent solely on:

- (a) receipts of payments under the Mortgage Receivables;
- (b) the proceeds of the sale of any Mortgage Receivables;
- (c) receipts under the Participation Agreements;
- (d) amounts standing to the credit of the Reserve Account;
- (e) receipts under the Cash Advance Facility Agreement; and
- (f) receipts of interest in respect of the balances standing to the credit of the Issuer Transaction Accounts.

The Issuer does not have other resources available. There can be no assurance that the Issuer will have sufficient funds to meet its payment obligations. If such funds are insufficient, the Issuer may not be able to repay the Noteholders in full.

#### **Noteholders have limited recourse against the Issuer**

Each of the Noteholders will only have recourse against the Issuer through the Security Trustee in accordance with the relevant Priority of Payments set out in this Base Prospectus and the Trust Deed. In case the Security has been fully enforced and the proceeds are insufficient to pay in full all amounts whatsoever due in respect of a Class of Notes, the Noteholders of such Class will have no further claim against the Issuer or the Security Trustee in respect of such amounts.

## **Credit Risk**

The Issuer is subject to the risk of default in payment by the Borrowers and the failure by any of the Servicer and the Non-performing Mortgage Loan Servicer to realise or recover sufficient funds under the arrears and default procedures in respect of the relevant Mortgage Loans in order to discharge all amounts due and owing by the relevant Borrowers under the relevant Mortgage Loans. This risk may affect the Issuer's ability to make payments on the Notes, but is mitigated to some extent by certain credit enhancement features which are described in section 5 (*Credit Structure*). There is no assurance that these measures will protect the holders of any Class against all risks of losses.

## **Liquidity Risk**

The Issuer is subject to the risk of a shortfall of funds on any Notes Payment Date as a result of payments being made late by Borrowers. This risk may adversely affect the Issuer's ability to make payments on the Notes. This risk is mitigated to some extent by the provision of liquidity pursuant to the Cash Advance Facility Agreement and the Reserve Account. There can be no assurance that this mitigation will protect the Noteholder in full against this risk. See section 5 (*Credit Structure*). Repayment of drawn amounts under the Cash Advance Facility Agreement ranks higher than the Notes, subject to certain exceptions.

## **Considerations relating to yield and prepayments of the Mortgage Loans**

The yield to maturity of the Notes will depend on, among other things, the amount and timing of payment of principal and interest on the Mortgage Loans (including full and partial prepayments, foreclosure proceeds and repurchases by the Sellers under the Mortgage Receivables Purchase Agreement due to breaches of representations and warranties) and the price paid by the holders of the Notes of each Class. The yield to maturity of the Notes of any Class may be adversely affected by, amongst other things, a higher or lower than anticipated rate of prepayments on the Mortgage Loans.

The rate of prepayment of Mortgage Loans is influenced by a wide variety of economic, social and other factors, including prevailing interest rates, changes in tax law (including, but not limited to, amendments to mortgage interest tax deductibility) and local and regional economic conditions. No certainty can be given as to the level of prepayment that the Mortgage Loans may experience. A variation in the level of prepayments by the Borrowers could result in an average life of the Notes which is shorter or longer than anticipated.

## **Base Prospectus to be read together with applicable Final Terms**

The terms and conditions of the Notes included in this Base Prospectus also apply to the Further Issue Notes which may be issued on any Issue Date. The full terms and conditions applicable to each series of Further Issue Notes can be reviewed by reading section 4.1 (*Terms and Conditions of the Notes*) in this Base Prospectus, which constitute the basis of all Notes, together with the applicable Final Terms which supplement the Terms and Conditions of the Notes in respect of the respective Issue Dates and/or interest commencement date.

## **Risk that the Issuer will not exercise its right to redeem the Notes on an Optional Redemption Date**

There can be no assurance that the Issuer will redeem the relevant Class of Notes on the relevant First Optional Redemption Date or on any subsequent Optional Redemption Date pursuant to Condition 6(e). The exercise of such right will, *inter alia*, depend on the ability of the Issuer to have sufficient funds available for example through a sale of Mortgage Receivables. The Issuer shall first offer such Mortgage Receivables for sale to the Sellers. The purchase price of the Mortgage Receivables will be calculated as described in the paragraph Sale of Mortgage Receivables in section 7.1 (*Portfolio Information*) below and must be an amount which is not less than the Principal Amount Outstanding of the Notes. However, there is no assurance that such a purchase of the Mortgage Receivables at such or any other price will take place.

## **Risk of early redemption as a result of Clean-up Call Option, Regulatory Call Option and Redemption upon a Tax Change**

Should the Sellers exercise their Clean-up Call Option or its Regulatory Call Option on any Notes Payment Date, the Issuer will redeem the Notes by applying the proceeds of the sale of the Mortgage Receivables towards redemption of the Notes in accordance with Condition 6(b) and subject to Condition 9(b) on such Notes Payment Date, whether falling before or after the relevant First Optional Redemption Date. The Issuer will have the option to redeem the Notes upon the occurrence of a Tax Change in accordance with Condition 6(f) and subject to Condition 9(b). If the Issuer exercises any of such options, the Notes will be redeemed prior to the Final Maturity Date.

## **Subordination**

The Classes of Notes, other than the Class A Notes, are subordinated, meaning that Noteholders of any Classes of Notes with a lower payment priority bear a greater risk than any Class of Notes with a higher payment priority than such Class of Notes. To the extent set forth in Condition 9, payments on any Class of Notes are subordinated to payments of higher ranking Classes of Notes as more fully described herein under section 5 (*Credit Structure*) and section 4.1 (*Terms and Conditions of the Notes*) below.

The Class A Notes comprise of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes and the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes rank *pari passu* and *pro rata* in accordance with the respective amounts outstanding thereunder without any preference or priority among all Notes of such Class in respect of the Security and payments of interest. Provided that no Enforcement Notice has been given, payments of principal on the Class A Notes are applied firstly to the Class A1 Notes, then to the Class A2 Notes, then to the Class A3 Notes and then to the Class A4 Notes. To the extent that the Available Principal Funds are insufficient to redeem the Class A1 Notes and/or the Class A2 Notes and/or the Class A3 Notes and/or the Class A4 Notes in full when due in accordance with the Conditions for a period of fifteen days or more, this will constitute an Event of Default in accordance with Condition 10(a). The Class A2 Notes, the Class A3 Notes and the Class A4 Notes do not purport to provide credit enhancement to the Class A1 Notes. The Class A3 Notes and the Class A4 Notes do not purport to provide credit enhancement to the Class A2 Notes. The Class A4 Notes do not purport to provide credit enhancement to the Class A3 Notes. If, on any date, the security for the obligations of the Issuer towards the Noteholders (the **Security**) is to be enforced and the proceeds of the enforcement would be insufficient to fully redeem the Class A Notes in full, such loss will be borne, *pro rata* in accordance with the respective amounts outstanding thereunder, and *pari passu*, by the holders of the Class A Notes. If the Class A1 Notes have been redeemed (in part or in full) at such time, this will result in the Class A2 Notes, the Class A3 Notes and the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes. If the Class A1 Notes and Class A2 Notes have been redeemed (in part or in full) at such time, this will result in the Class A3 Notes and the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes and the Class A2 Notes. If the Class A1 Notes, Class A2 Notes and the Class A3 Notes have been redeemed (in part or in full) at such time, this will result in the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes, the Class A2 Notes and the Class A3 Notes.

If, upon default by the Borrowers, the Issuer does not receive the full amount due in respect of such Mortgage Loans from the Borrowers, Noteholders may receive by way of principal repayment on the Notes an amount less than the Principal Amount Outstanding on their Notes and the Issuer may be unable to pay in full interest due on the Notes, to the extent set forth in Condition 9. On any Notes Payment Date, any such losses on the Mortgage Loans will be allocated as described in section 5 (*Credit Structure*) below.

## **Redemption of the Class B Notes prior to the redemption of the Class A Notes in full**

Pursuant to Article 405 of the CRR and Article 51 of the AIFM Regulation the Class B Notes will be held by one or more of the Sellers. If and to the extent a part of the Class A Notes are redeemed on the relevant Optional Redemption Date, the Class B Notes can be *pro rata* redeemed as such part of the Class B Notes is

no longer required to be held by one or more of the Sellers to comply with the Article 405 of the CRR and Article 51 of the AIFM Regulation. The Class B Notes will only be *pro rata* redeemed together with the relevant Class A Notes on the Optional Redemption Date on which such Class A Notes are redeemed. Such optional redemption is subject to (i) the Issuer having sufficient funds available to redeem the relevant Class A Notes and the *pro rata* part of the Class B Notes and (ii) Credit Rating Agency Confirmation. Notwithstanding the foregoing there is a risk that at some point in time after certain Class A Notes and the relevant *pro rata* part of Class B Notes have been redeemed on the relevant Optional Redemption Date, the Issuer no longer has sufficient funds to make payments on the outstanding Class A Notes, which could result in a loss for the outstanding Class A Notes and the outstanding Class B Notes, but not for the Class B Notes that have been redeemed previously.

### **Interest Rate Risk**

The Issuer is exposed to the risk that the interest received on the Mortgage Loans is not sufficient to pay the interest on the relevant Mortgage-Backed Notes. This risk may adversely affect the Issuer's ability to make payments on the Notes.

### **Absence of secondary market and lack of liquidity in the secondary market may adversely affect the market value of the Notes**

There is not, at present, any active and/or liquid secondary market for any Class of Notes. There can be no assurance that such market will develop, or if a secondary market will develop, that it will provide the holders of the Notes with liquidity or that such liquidity will continue. 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.

Moreover, as at the date of this Base Prospectus, the secondary market for mortgage-backed securities is experiencing significant disruptions resulting from reduced investor demand for such securities. This has had a material adverse impact on the market value of mortgage-backed securities similar to the Notes and resulted in the secondary market for mortgage-backed securities experiencing very limited liquidity. Limited liquidity in the secondary market has had and may continue to have an adverse effect on the market value of mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. These market conditions may continue or worsen in the future.

In addition, potential investors should be aware of the prevailing global credit market conditions (which continue at the date of this Base Prospectus), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Notes. In particular, it should be noted that the market for the Notes is likely to be affected by any restructuring of sovereign debt by countries in the Eurozone. The Issuer cannot predict whether these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Notes and investments similar to the Notes at that time. An investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate and may be difficult to determine. Any of these fluctuations may be significant and could result in significant losses to an investor.

### **Risks of weaker economic conditions in certain geographic regions in the Netherlands may ultimately result in losses to the Noteholders**

To the extent that specific geographic regions within the Netherlands have experienced or may experience in the future weaker economic conditions and housing markets than other regions, a concentration of the loans in such a region may be expected to exacerbate all of the risks relating to the Mortgage Loans. The economy of each geographic region within the Netherlands is dependent on different mixtures of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and

consequently the repayment ability of the borrowers in that region or the region that relies most heavily on that industry. Any natural disasters in a particular region may reduce the value of affected mortgaged properties. This may result in a loss being incurred upon the sale of the Mortgaged Assets. These circumstances could affect receipts on the Mortgage Loans and ultimately result in losses on the Notes.

### **Counterparties may default**

Counterparties to the Issuer under the Transaction Documents may not properly perform their obligations under the Transaction Documents, including the Sellers, which may result in the Issuer not being able to meet its obligations under the Notes.

Due to the dependency on the performance of the relevant counterparties of their obligations in connection with this transaction, a deterioration of the credit quality of any of these counterparties might have an adverse effect on the rating of one or all Classes of the Notes.

### **Noteholders may have exposure on the Security Trustee**

Any payments in respect of the Parallel Debt and any proceeds received by the Security Trustee are, in the case of the bankruptcy (*faillissement*) or (preliminary) suspension of payments (*surseance van betaling*) of the Security Trustee, not separated from the Security Trustee's other assets. The Secured Creditors therefore have a credit risk on the Security Trustee. This credit risk has been mitigated by setting the Security Trustee up as a bankruptcy remote entity, however there remains a risk that the Security Trustee is declared bankrupt or is subjected to (preliminary) suspension of payments and as a consequence the Noteholders may not receive (full) payment from the Security Trustee in respect of the Parallel Debt or otherwise.

### **The Security Trustee may agree to modifications without the Noteholders' prior consent**

Pursuant to the terms of the Trust Deed, the Security Trustee may agree without the consent of the Noteholders, to (i) any modification of any of the provisions of the Transaction Documents which is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification, (except if prohibited in the Transaction Documents) and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Transaction Documents and any consent, to the transfer of rights and obligations under a Transaction Document by the relevant counterparty to a successor, which is in the opinion of the Security Trustee not materially prejudicial to the interests of the Noteholders provided the Security Trustee (i) has notified the Credit Rating Agencies and (ii) the Credit Rating Agencies have provided a Credit Rating Agency Confirmation in connection with such modification, authorisation, waiver or consent. Any such modification, authorisation, waiver or consent shall be binding on the Noteholders and, if the Security Trustee so requires, such modification, authorisation, waiver or consent shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter. Any such modification, authorisation, waiver or consent shall be binding on the Noteholders and, if the Security Trustee so requires, such modification, authorisation, waiver or consent shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

In addition, the Security Trustee may agree, without the consent of the Noteholders, to (a) the entering into a Transaction Document by the Issuer with a successor (including by way of novation) of the relevant counterparty or (b) the transfer of the rights and obligations under a Transaction Document by the relevant counterparty to any such successor, provided that (i) the Security Trustee has notified the Credit Rating Agencies and (ii) the Credit Rating Agencies have provided a Credit Rating Agency Confirmation in connection with such transfer or contracting and (iii) if the relevant counterparty will be a Secured Creditor, the relevant successor will accede to the Parallel Debt Agreement.

**Implementation of and/or changes to the Basel III framework may affect the capital requirements and/or the liquidity associated with a holding of the Notes for certain investors**

The Basel Committee on Banking Supervision (the **Basel Committee**) approved significant changes to the Basel II regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as "Basel III"). In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio and the Net Stable Funding Ratio). It is intended that Member States will implement the new capital standards and the new Liquidity Coverage Ratio as soon as possible (with provision for phased implementation, meaning that the measure will not apply in full until January 2019) and the Net Stable Funding Ratio from January 2018. Implementation of Basel III requires national legislation and therefore the final rules and the timetable for their implementation in each jurisdiction may be subject to some level of national variation. The Basel Committee has also published a consultative document setting out certain proposed revisions to the securitisation framework, including proposed new hierarchies of approaches to calculating risk weights and a new risk weight floor of 20%.

Implementation of the Basel framework and any changes as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

**Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes**

In Europe, the United States 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 affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer or the Sellers makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment on the Closing Date or at any time in the future.

In particular, investors should be aware of the EU risk retention and due diligence requirements which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds. Amongst other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) each of the Sellers in respect of the relevant securitisation has explicitly disclosed to the investor that together they will retain, on an on-going basis, a net economic interest of not less than 5 per cent. in total in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor.

Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear. In particular, in the context of the requirements which apply in respect of EU regulated credit institution investors, investment firms and authorised alternative investment fund managers, there is uncertainty with respect to the corresponding technical standards which will apply to assist with the interpretation of such requirements, as such standards have not yet been finalised. No assurance can be provided that the final technical standards will not affect the compliance position of previously issued transactions and securities (including the Notes) and/or the requirements applying to relevant investors in general.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. With respect to the commitment of the Sellers to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer or another relevant party (or, after the Closing Date, by the Sellers or the Issuer Administrator on the Issuer's behalf), please see the statements set out in *Regulatory & Industry Compliance* in section *The Notes*. Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, the Sellers nor the Issuer Administrator makes any representation that the information described above is sufficient in all circumstances for such purposes.

The EU risk retention and due diligence requirements described above 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.

In addition, Section 135 of the Solvency II Framework Directive requires the adoption by the European Commission of implementing measures laying down the requirements that will need to be met by originators of asset-backed securities in order for insurance and reinsurance companies located within the EU to be allowed to invest in such instruments following implementation of the Solvency II Framework Directive, which may be as early as 1 January 2016. Without limitation to the matters which may be laid down in such implementing measures, Section 135 of the Solvency II Framework Directive states such measures will require that originators of asset-backed securities retain a net economic interest of no less than 5% and will specify the qualitative requirements that must be met by insurance or reinsurance undertakings that invest in asset-backed securities. The terms of the implementing measures which will be adopted by the European Commission are not yet finalised, but it is expected such measures will require insurance and reinsurance undertakings to carry out due diligence prior to investing in asset-backed securities and that failure to comply with the requirements set out in the implementing measures will result in a penal capital charge to the insurance or reinsurance company. In addition, the availability of transitional relief or "grandfathering" in respect of investments in asset-backed securities remains uncertain.

Section 135 of the Solvency II Framework Directive 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.

### **US Foreign Account Tax Compliance Act**

Pursuant to (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986, or any associated regulations or other official guidance; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of (i) above; or (iii) any agreement pursuant to the implementation of (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction (**FATCA**), non-US financial institutions such as

the Issuer through which payments on the Notes are made may be required to withhold US tax at a rate of 30% on all, or a portion of, payments made after 30 June 2014.

On 18 December 2013 the Netherlands and the US signed an Intergovernmental Agreement (**IGA**) for the automatic exchange of information between the tax authorities of both countries in relation to the implementation of FATCA.

Based on the IGA, the Issuer will likely be a Reporting Netherlands Financial Institution for purposes of FATCA. Assuming this is the case, and provided the Issuer and the government of the Netherlands comply with their obligations under the IGA, the Issuer will not be subject to 30% FATCA withholding. The obligations of the Issuer under the IGA include obtaining information from its account holders, which may include investors in the Notes, and reporting certain information to the Dutch tax authorities. Certain investors that do not provide to the Issuer the information required under FATCA to establish that the investor is eligible to receive payments free of FATCA withholding may be subject to 30% withholding on certain US source payments it receives in respect of the Notes.

If the Issuer is not a Reporting Netherlands Financial Institution, it may have other obligations under FATCA, including providing information regarding its FATCA status to counterparties. Provided the Issuer complies with these other obligations, the Issuer will not be subject to 30% FATCA withholding.

The Issuer intends on complying with its obligations under FATCA.

The application of FATCA to interest, principal or other amounts paid with respect to the Notes is not clear. If an amount in respect of US withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of a holder's failure to comply with these rules or as a result of the presence in the payment chain of a "non-participating FFI", neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, holders may receive less interest or principal than expected. Holders of Notes should consult their own tax advisors on how these rules may apply to payments they receive under the Notes.

#### **Even Payments to Noteholders may be subject to withholding tax pursuant to the 2003/48/EC EU Council Directive**

Under the EU Council Directive 2003/48/EC on the taxation of savings income, Member States are required, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to (or secured for) an individual resident (or certain other entities established) in that other Member State. For a transitional period, currently Luxembourg and Austria are instead required (unless they elect otherwise during that period) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries), subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld. Luxembourg has announced that as from 1 January 2015, it will no longer make use of the transitional arrangements and will exchange information automatically under EU Council Directive 2003/48/EC. A number of non-EU countries and territories have adopted similar measures and the Member States have entered into reciprocal arrangements with certain of those countries or territories. The ECOFIN Council has approved a mandate for the European Commission to negotiate amendments to the arrangements with those non-EU countries to ensure they continue to apply equivalent measures in view of the European Commission's proposal to make certain amendments to the EU Council Directive 2003/48/EC that was adopted by the Council of the EU on 24 March 2014. The amendments to EU Council Directive 2003/48/EC, which amend and broaden its scope, have to be applied from the first day of the third calendar year following the calendar year in which they come into force. The above-mentioned equivalent measures may also, if agreed, result in the scope of the arrangements with non-EU countries being amended or broadened. Pursuant

to Condition 5(d), the Issuer undertakes that it will ensure that it maintains a paying agent in an EU Member State that will not be obliged to withhold or deduct any tax pursuant to the EU Council Directive 2003/48/EC. It may be possible that such a paying agent does not perform its obligations in this respect under its agreement with the Issuer, which may result in the Issuer not being able to meet its obligation pursuant to the afore-mentioned Condition 5(d), in which case there is a risk that under certain circumstances the interest payments under the Notes, if any, become subject to withholding tax, which would reduce payments to the Noteholders.

### **The Class A Notes will not be eligible as collateral for Eurosystem monetary policy**

The Class A Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper, however this does not mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank, which is currently not expected to be the case. The Class B Notes are not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem.

### **The Notes may not be a suitable investment for all investors**

The Notes are complex financial instruments. A potential investor should not invest in notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the investor's overall investment portfolio.

Potential investors in the Notes must therefore make an informed assessment of the Notes, based upon full knowledge and understanding of the facts and risks. A potential investor must determine the suitability of an investment in Notes in light of its own circumstances. In particular each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes and the merits of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, the significance of these risk factors and the impact the Notes will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including, but not limited to, where the currency for principal or interest payments is different from the investor's base currency;
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices in the financial markets (including, but not limited to, the risks associated thereof) as an investor who is not familiar with such behaviour is more vulnerable to any fluctuations in the financial markets generally; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

### **Notes in global form**

For so long as the Notes of a particular Class are represented by a Global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular

Principal Amount Outstanding of that Class of Notes will be treated by the Issuer and the Security Trustee as a holder of such Principal Amount Outstanding of that Class of Notes. Any statement in writing issued by Euroclear or Clearstream, Luxembourg as to the persons shown in its records as being entitled to such Notes and the respective Principal Amount Outstanding of such Notes held by them shall be conclusive for all purposes. Therefore for payment of principal and interest, investors must look solely at the holder of the relevant Global Note.

### **Conflict between Noteholders**

The Trust Deed contains provisions requiring the Security Trustee to have regard to the interests of holders of the highest ranking Class of Notes in case of a conflict between two or more Classes. Therefore, the rights of Noteholders of a Class of Notes ranking subordinated to the Class A Notes are subordinated to the rights of Noteholders of Classes of Notes ranking higher than the Class of Notes of such Noteholder.

### **Structural/legal risk relating to the underlying assets**

There is a risk that the Issuer will not have the (full) benefit of the security over the Mortgaged Assets, the Borrower Insurance Pledges, a NHG Guarantee, and/or the Beneficiary Rights. There is a risk a Borrower sets off amounts due to it by the Sellers against its payment obligation under the Mortgage Loan. If a Borrower successfully invokes a right of set-off, the relevant Seller is obliged to reimburse the Issuer for such shortfalls. However, there is a risk that such Seller does not comply with such obligation. In case of a default by an Insurance Company under an Insurance Policy, there is a risk that the Issuer does not benefit from the Insurance Policy and/or that the Issuer may not be able to collect the Mortgage Receivables, whether in part or in full, as a result of set-off or defences invoked by the Borrower. Should these risks materialise, the ability of the Issuer to perform its obligations under the Notes could be adversely affected. For a general discussion of these legal considerations see further the paragraphs *Risk that the Issuer does not have the benefit of the Security Rights, Risks related to Insurance Policies and Set-off by Borrowers may affect the proceeds under the Mortgage Receivables*.

### **Changes of law**

The structure of the transaction and the issue of the Notes and the ratings which are to be assigned to the Notes are based on the laws of the Netherlands in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to laws of the Netherlands or administrative practice in the Netherlands after the date of this Base Prospectus nor whether such change would adversely affect the ability of the Issuer to make payments under the Notes.

### **No Gross-up for Taxes**

As provided in Condition 7, if withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatsoever nature are imposed by or on behalf of the Netherlands or any other jurisdiction or any political subdivision or any authority therein or thereof having power to tax, the Issuer or the Paying Agents (as applicable) 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 compensate the Noteholders for such withholding or deduction.

### **Credit ratings may not reflect all risks**

The ratings of each Class of Notes addresses the assessment made by the Credit Rating Agencies of the likelihood of full and timely payment of interest and ultimate payment of principal on or before the Final Maturity Date.

A rating or an outlook on such rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if in its

judgement, the circumstances in the future so require. A deterioration of the credit quality of any of the Issuer's counterparties (including a reduction in the credit rating of any entity belonging to the same group as the Sellers) might have an adverse effect on the rating of one or all Classes of Notes.

The Class B Notes will not be rated.

### **Risk that the rating of a Class of Notes changes**

The ratings to be assigned to the Notes, other than the Class B Notes, by the Credit Rating Agencies are based, *inter alia*, on the value and cash flow generating ability of the Mortgage Receivables and other relevant structural features of the transaction, and reflect only the view of the Credit Rating Agencies. There is no assurance that any such rating will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Credit Rating Agencies if, in the Credit Rating Agency's judgement, circumstances so warrant.

## **RISK FACTORS REGARDING THE MORTGAGE RECEIVABLES**

*The following risk factors only relate to the types of Mortgage Loans set forth in the Mortgage Loan Criteria (see also "Mortgage Loan Criteria" below). However, the Sellers may sell New Mortgage Receivables, resulting from any other type of Mortgage Loan, provided that such type of Mortgage Loans is described in a supplemental prospectus to the Base Prospectus which forms part of and should be read in conjunction with the Base Prospectus and which has been approved by the AFM, as competent authority for the purpose of the Prospectus Directive (a **Supplemental Prospectus**), and furthermore subject to the condition that the purchase of such New Mortgage Receivables does not adversely affect the then current ratings assigned to the Notes. In case the New Mortgage Receivables result from a type of Mortgage Loans other than described in this Base Prospectus, the following risk factors to the extent applicable apply mutatis mutandis to such other type of Mortgage Loans as indicated in such a Supplemental Prospectus.*

### **Risks of losses associated with declining values of Mortgaged Assets**

The security created in favour of the Security Trustee under the Issuer Mortgage Receivables Pledge Agreement may be affected by, among other things, a decline in the value of the Mortgaged Assets. No assurance can be given that values of the Mortgaged Assets remained or will remain at the level at which they were on the date of origination of the related Mortgage Loans. Currently the Dutch housing market is experiencing declining values of Mortgaged Assets. In addition, a forced sale of the Mortgaged Assets may, compared to a private sale, result in a lower value of the Mortgaged Assets. A decline in value may result in losses to the Noteholders if such security is required to be enforced. The Sellers will not be liable for any losses incurred by the Issuer in connection with the Mortgage Receivables.

### **Loan to Foreclosure Value Ratio**

The Mortgage Receivables have a loan to foreclosure value ratio (**LTFV**) of up to and including 96.77 per cent. The appraisal foreclosure value (*executiewaarde*) of the Mortgaged Assets on which a mortgage right is vested is normally lower than the market value (*vrije verkoopwaarde*) of the relevant Mortgaged Assets. There can be no assurance that, on enforcement, all amounts owed by a Borrower under a Mortgage Receivables can be recovered from the proceeds of the foreclosure on the relevant Mortgaged Asset or that the proceeds upon foreclosure will be at least equal to the estimated foreclosure value of such Mortgaged Asset.

### **Transfer of legal title to Mortgage Receivables - commingling risk**

Assignment of legal title to the Mortgage Receivables will be effected by means of a deed of assignment and registration thereof with the relevant tax authorities, without notification of the assignment to the debtors being required (*stille cessie*). In the case of Mortgage Loans originated by an other Originator than the Seller

of the relevant Mortgage Receivables, legal title to such Mortgage Receivables has also been effected by means of a deed of assignment and registration thereof with the relevant tax authorities, without notification of the assignment to the debtors being required (*stille cessie*). The assignment of the Mortgage Receivables to the Issuer (and to from the relevant Originator to the relevant Seller, as the case may be) will only be notified to the Borrowers upon the occurrence of an Assignment Notification Event in respect of the Sellers.

Until notification of the assignment, the Borrowers under the Mortgage Loans can validly pay (*bevrijdend betalen*) to the relevant Seller or Originator, as the case may be, amounts in respect of the Mortgage Receivables and each Seller has undertaken to on-pay to the Issuer such amounts received by it. The Issuer thus has a credit risk against the Sellers in respect of such amounts. Notification of the assignment can validly be made after insolvency of the Sellers. However, in case of a Seller's bankruptcy, (preliminary) suspension of payments or emergency regulations prior to making such payments, the Issuer has no proprietary right or right of preference in respect of such amounts. The Issuer will have a non preferred claim (*concurrente vordering*) against the relevant Seller's estate in respect of amounts received by the relevant Seller from the Borrower prior to its bankruptcy, (preliminary) suspension of payments or emergency regulations. In respect of amounts received after bankruptcy, (preliminary) suspension of payments or emergency regulations, but prior to notification of assignment of Mortgage Receivables to the debtors, the Issuer would be a creditor of the estate (*boedelschuldeiser*) and would receive payments prior to (unsecured) creditors with ordinary claims, but after preferred creditors of the estate. There is thus a risk that in case of bankruptcy or suspension of payments involving the Sellers, the Issuer will not receive the proceeds under the Mortgage Receivables timely and in full, which could affect its ability to meet its obligations under the Notes.

### **Risk that the Issuer does not have the benefit of the Security Rights**

Under Dutch law, as a rule mortgages and pledges are "accessory rights" (*afhankelijke rechten*) and as such automatically follow the receivables they secure. This means that upon assignment of a receivable, the assignee automatically gets the benefit of any security right which secures such receivable, unless the ancillary right by its nature is, or has been construed as, a purely personal right of the assignor or such transfer is prohibited by law.

The Mortgages and Borrower Pledges securing the Mortgage Receivables qualify as All Moneys Security Rights securing all present and future receivables of the Sellers, in general (*bankzekerheden*) (in case of the Mortgage Loans originated after 8 September 2005) or, in respect of Mortgage Loans originated prior to such date, under any and all present and future credit agreements up to a certain maximum (*kredietzekerheden*).

In the past, uncertainty existed in Dutch legal literature as to whether a transfer or pledge of a receivable secured by All Moneys Security Rights results in a transfer of the All Moneys Security Rights, or a share therein, to the assignee.

The Supreme Court (HR 16 September 1988, *NJ* 1989, 10) confirmed that, like any other mortgage or pledge, an All Moneys Security Right is in principle an accessory right and that in principle, the assignee will also become entitled to such All Moneys Security Right by operation of law. In its decision, the Supreme Court ruled that the main rule is that any mortgage right will, as an accessory right, automatically transfer together with the receivable it secures. The exception to this rule is when the mortgage was stipulated as a strictly personal right. The Supreme Court held that it is a question of interpreting the relevant clause in the mortgage deed whether the definition of the secured receivable means that it exclusively vests the mortgage as a strictly personal right, in deviation of the main rule. The wording of the relevant mortgage deed constitutes *prima facie* evidence of whether the intention of the parties was to create the relevant mortgage as a personal right, although it is not inconceivable that evidence to the contrary is brought forward.

Each Seller represents and warrants in the Mortgage Receivables Purchase Agreement that the relevant mortgage or pledge contains either (a) no specific wording regarding the transfer of any right of mortgage or

pledge securing the Mortgage Receivable or (b) an explicit confirmation that upon assignment of the relevant Mortgage Receivable, the All Moneys Security Rights will (partially follow *pro rata*) such Mortgage Receivable.

The Issuer has been advised that in the absence of circumstances giving an indication to the contrary, the All Moneys Security Rights (partially) follow the Mortgage Receivables as an accessory and ancillary right upon its assignment, but that there is no case law explicitly supporting this advice.

Should the All Moneys Security Right not (partially) follow the Mortgage Receivables upon their assignment, the Issuer, or the Security Trustee as the case may be, would not have the benefit of the Mortgaged Assets and would thus have an unsecured claim against the Borrowers in respect of the Mortgage Receivables. This could materially affect the recourse ability of the Issuer under the Mortgage Loans and its ability of the Issuer to meet its payment obligations under the Notes if the Borrowers were to default.

### **Risk related to co-owned All Moneys Security Rights by the Sellers, the Issuer and the Security Trustee**

If the All Moneys Security Rights have indeed (partially) followed the Mortgage Receivables upon their assignment, the Security Rights would be co-owned by the Issuer and the relevant Seller and would secure both the Mortgage Receivables held by the Issuer (or the Security Trustee, as pledgee) and any Other Claim of the relevant Seller and the relevant Originator, as the case may be, and certain risks relating to the enforcement and distribution of foreclosure proceeds apply as discussed below.

#### ***Ability to enforce***

If the All Moneys Security Rights are co-owned, the rules applicable to co-ownership (*gemeenschap*) apply. In the Mortgage Receivables Purchase Agreement the Sellers, the Issuer and the Security Trustee will agree that the Issuer and/or the Security Trustee (as applicable) will manage and administer such co-owned rights. Certain acts, including acts concerning the day-to-day management (*beheer*) of the co-owned rights, may under Dutch law be transacted by each of the participants (*deelgenoten*) in the co-owned rights (without consent of the others). It is, however, uncertain whether the foreclosure of the security rights will be considered as day-to-day management, and, consequently, whether the consent of the Sellers, or the Sellers' bankruptcy trustee (in case of bankruptcy) or administrator in case of (preliminary) suspension of payments or emergency regulations) may be required for such foreclosure. The Issuer has been advised that, if the relevant Seller has no Other Claims, there is no reason to assume such consent would be withheld.

#### ***Allocation of foreclosure proceeds***

If the relevant Seller has no Other Claim at the time of foreclosure of the All Moneys Security Rights, the full foreclosure proceeds will de facto be available to satisfy the Mortgage Receivable. However, there is a risk that the Sellers do have an Other Claim, in which case the All Moneys Security Rights would secure both the Mortgage Receivables and any Other Claim the relevant Seller might have at the time of foreclosure. To address that risk, the Sellers, the Issuer and/or the Security Trustee (as applicable) will agree in the Mortgage Receivables Purchase Agreement that in case of foreclosure the share (*aandeel*) in each co-owned security interest of the Security Trustee and/or the Issuer will be equal to the Outstanding Principal Amount of the Mortgage Receivables, increased with interest and costs, if any, and the relevant Seller's share will be equal to the Net Foreclosure Proceeds less the Outstanding Principal Amount in respect of the Mortgage Receivables, increased with interest and costs, if any. It is uncertain whether this arrangement will be enforceable against the Sellers or, in case of bankruptcy, (preliminary) suspension of payments or emergency regulations, the relevant Seller's bankruptcy trustee or administrator. The arrangement may also not be effective against the Borrower, in particular in respect of the Mortgage Receivables originated after 8 September 2005, as the form of mortgage deed used stipulates that the shares of the relevant Seller and any assignee respectively will be *pro rata* the size of the claim they have against the Borrower.

### ***Compensation for breach***

The Sellers, the Issuer and the Security Trustee will also agree that the relevant Seller shall compensate the Issuer and/or the Security Trustee (as applicable) forthwith for any and all loss, cost, claim, damage and expense whatsoever which the Issuer and/or the Security Trustee (as applicable) incurs as a result of a breach by the relevant Seller of its obligations in respect of this arrangement (including enforcing the All Moneys Security Rights notwithstanding the above arrangement) or if such arrangement is dissolved, declared void, nullified or ineffective for any reason in respect of the relevant Seller. Receipt of such amount by the Issuer and/or the Security Trustee is subject to the ability of the relevant Seller to actually make such payments. There is a risk that the relevant Seller is not able to make such payment which would affect the ability of the Issuer to perform its payment obligations under the Notes.

### **Risks related to Insurance Policies**

The Life Mortgage Loans have the benefit of Life Insurance Policies and Savings Mortgage Loans and Life Mortgage Loans with a Savings Element have the benefit of Savings Insurance Policies and Savings Investment Insurance Policies, respectively. Investors should be aware that the Issuer may not (i) benefit from the Insurance Policies and/or (ii) be able to recover any amounts from the Borrower in case the relevant Insurance Company defaults in its obligations as further described in the paragraphs below. As a consequence thereof the Issuer may not have a claim on the Borrower and may, therefore, not have the benefit of the mortgage right. In such case the rights of the Security Trustee will be similarly affected.

### **Risk that the Borrower Pledges will not be effective**

The Issuer has been advised that it is probable that the right to receive payment, including the commutation payment (*afkoopson*) under the Insurance Policies will be regarded by a Dutch court as a future right. Under Dutch law the pledge of a future right is not effective if the pledgor is declared bankrupt or is granted a suspension of payments or been made subject to a debt restructuring scheme pursuant to the Dutch Bankruptcy Act (*Failisementswet*), prior to the moment such right coming into existence. Consequently, it is uncertain whether such right of pledge will be effective. The same uncertainty applies to any Borrower Pledge on the rights of the relevant Borrower in connection with the Investment Accounts to the extent the rights of the Borrower qualify as future claims, such as options (*opties*), in respect of Investment Mortgage Loans, and any rights of pledge on the rights of the relevant Borrower in connection with the Bank Savings Accounts, in respect of Bank Savings Mortgage Loans.

### **Risks relating to Beneficiary Rights under the Insurance Policies**

In addition to the Borrower Insurance Pledge, either:

- (a) the relevant Seller was made beneficiary of the Beneficiary Rights; or
- (b) the Borrower Insurance Proceeds Instruction was given by the third party beneficiary in favour of the relevant Seller.

### ***Beneficiary Rights***

As explained below, it is uncertain whether the Issuer will have the benefit of the Beneficiary Rights. In respect of the Beneficiary Rights of the Sellers, under Dutch law it is uncertain whether the Beneficiary Rights will follow the Mortgage Receivables upon assignment thereof. Moreover, in respect of any Insurance Policy taken out with Delta Lloyd Levensverzekering in relation to Mortgage Loans originated by Delta Lloyd Levensverzekering, it is unclear under Dutch law how the appointment of Delta Lloyd Levensverzekering as beneficiary should be interpreted in view of the fact that it is the same legal entity as the Insurance Company. As a result, Delta Lloyd Levensverzekering may not have a claim as beneficiary because such claim will not come into existence as the creditor and the debtor are the same entity and, unless

a second beneficiary has been appointed, the insured party is entitled to such proceeds and has pledged its claims under the relevant Insurance Policy pursuant to the relevant Borrower Pledge. Therefore, the Beneficiary Rights will themselves be assigned by the Sellers to the Issuer and pledged by the Issuer to the Security Trustee. However, the Issuer has been advised that it is uncertain whether this assignment and pledge will be effective.

Insofar as the transfer of the Beneficiary Rights is ineffective, the Issuer and the Security Trustee will enter into the Beneficiary Waiver Agreement with the Sellers and the Savings Insurance Company under which each Seller will:

- (a) subject to the condition precedent (*opshortende voorwaarde*) of the occurrence of an Assignment Notification Event, waive its rights as beneficiary under the Insurance Policies with the Savings Insurance Company and appoint as first beneficiary (i) the Issuer subject to the dissolving condition (*ontbindende voorwaarde*) of a Pledge Notification Event and (ii) the Security Trustee under the condition precedent of the occurrence of a Pledge Notification Event. It is, however, uncertain whether such waiver and/or appointment will be effective; and
- (b) to cover against the risk that the conditional waiver and appointment are (indeed) not effective the relevant Seller and the Savings Insurance Company (but only in respect of Insurance Policies with the Savings Insurance Company) will in the Beneficiary Waiver Agreement undertake that they will use their best efforts upon the occurrence of an Assignment Notification Event to obtain the co-operation from all relevant parties, in particular the Borrowers, (a) to terminate the appointment of the relevant Seller as beneficiary under the Insurance Policies and (b) to appoint as first beneficiary under the Insurance Policies up to the relevant Outstanding Principal Amount of the relevant Mortgage Receivable (i) the Issuer subject to the dissolving condition of a Pledge Notification Event and (ii) the Security Trustee under the condition precedent of the occurrence of a Pledge Notification Event.

It is noted that all receivables under the relevant Insurance Policies have been pledged and notification thereof has been made to the relevant Insurance Company. To the extent the waiver is effective but the appointment is not and the Borrower consequently will have become the beneficiary, the Borrower's rights will in principle (see above) be covered by the Borrower Insurance Pledge.

#### ***Borrower Insurance Proceeds Instruction***

In the scenario in which a Borrower Insurance Proceeds Instruction has been given, the Sellers and the Savings Insurance Company (but only in respect of Insurance Policies with the Savings Insurance Company) will in the Beneficiary Waiver Agreement undertake to use their best efforts following an Assignment Notification Event to withdraw the Borrower Insurance Proceeds Instruction in favour of the relevant Seller and to issue such instruction up to the relevant Outstanding Principal Amount of the relevant Mortgage Receivable in favour of (i) the Issuer subject to the dissolving condition of a Pledge Assignment Notification Event and (ii) the Security Trustee under the condition precedent of the occurrence of a Pledge Assignment Notification Event, and to obtain the co-operation from all relevant Borrowers and the relevant beneficiary where required.

The termination and appointment of a beneficiary under the Insurance Policies and the withdrawal and the issue of the Borrower Insurance Proceeds Instruction will require the co-operation of all relevant parties involved, including the relevant Life Insurance Company and the Borrowers. It is uncertain whether such co-operation will be forthcoming.

If all of the above measures are ineffective, any proceeds under the Insurance Policies will be payable to the relevant Seller or to another beneficiary rather than to the Issuer or the Security Trustee, as the case may be, up to the amount of any claims the relevant Seller may have on the relevant Borrower. If the proceeds are paid to the relevant Seller, it will, pursuant to the Mortgage Receivables Purchase Agreement, be obliged to

pay the amount involved to the Issuer or the Security Trustee, as the case may be. There is a risk that the relevant Seller is not able to make such payment which would affect the ability of the Issuer to perform its payment obligations under the Notes. If the proceeds are paid to the relevant Seller and the relevant Seller does not pay such amount to the Issuer or the Security Trustee, as the case may be, e.g. in case of bankruptcy, (preliminary) suspension of payments or emergency regulations of the relevant Seller, or if the proceeds are paid to another beneficiary instead of the Issuer or the Security Trustee, as the case may be, this may result in the amount paid under the Insurance Policies not being applied in reduction of the relevant Mortgage Receivables. This may lead to the Borrower invoking set-off or defences against the Issuer or, as the case may be, the Security Trustee for the amounts so received by the relevant Seller or another beneficiary, as the case may be. See risk factor *Risk of set-off or defences in case of insolvency of any of the Insurance Companies* below, which may adversely affect the payment of the Notes.

### **Set-off by Borrowers may affect the proceeds under the Mortgage Receivables**

The Issuer is exposed to the risk of receiving reduced amounts due to set-off rights of the Borrowers. As a result of a successful invocation of a right of set-off, the Mortgage Receivable would, partially or fully, be extinguished (*gaat teniet*) without the Issuer actually having received a cash payment in respect thereof which it could use towards satisfaction of its obligations under, *inter alia*, the Notes. Set-off by Borrowers could thus lead to losses under the Notes.

Under Dutch law a debtor has a right of set-off if it has a claim which corresponds to its debt to the same counterparty and it is entitled to pay its debt as well as to enforce payment of its claim. Parties may contractually limit such statutory set-off right. The conditions applicable to the Mortgage Loans contractually prohibit set-off by the Borrowers. However, under Dutch law it is uncertain whether such prohibition (or waiver) included in general conditions will be enforceable. Should such be prohibition (or waiver) be unenforceable, the Borrowers will have the statutory set-off rights described below in this paragraph.

A distinction should be made between (statutory) set-off prior to notification of assignment and set-off thereafter. Prior to notification, subject to the statutory requirements being met, each Borrower will be entitled to set-off amounts it owes in respect of the Mortgage Loan with amounts the relevant Seller owes to such Borrower. Amounts due by a Seller could, *inter alia*, result from current account balances held or deposits made with a Seller or from (investment) services, including in connection with Investment Mortgage Loans, Bank Savings Mortgage Loans or Savings Mortgage Loans (see below in paragraph *Set-off risks or defences relating to counterclaims under Life Mortgage Loans, Savings Mortgage Loans, Investment Mortgage Loans and Bank Savings Mortgage Loans*), for which the relevant Seller is responsible or held liable. After notification of assignment to a Borrower, the Borrower will also have set-off rights *vis-à-vis* the Issuer, provided that (i) the legal requirements for set-off are met (see above) and (ii) either (a) the counterclaim of the Borrower against the relevant Seller results from the same legal relationship as the relevant Mortgage Loan or (b) the counterclaim of the Borrower does not result from the same legal relationship but has been originated (*opgekomen*) and become due and payable (*opeisbaar*) prior to notification of the assignment to the relevant Borrower. The question whether a court will conclude that the Mortgage Loan and the claim of the Borrower on the relevant Seller result from the same legal relationship will depend on all relevant facts and circumstances involved.

But even if these would be held to be different legal relationships, set-off will be possible if the counterclaim of the Borrower has originated (*opgekomen*) and become due and payable (*opeisbaar*) prior to notification of the assignment, provided that all other requirements for set-off have been met (see above). A balance on a current account is due and payable at any time and, therefore, this requirement will be met. In the case of deposits, including any deposits in connection with a construction amount, it will depend on the terms of the deposit whether the balance thereof will be due and payable at the moment of notification of the assignment. The Issuer has been informed by Delta Lloyd Bank that in most cases a balance on a deposit account (other than in respect of "*bancaire lijfrente*" and other products which cannot be ended with immediate effect for taxation purposes) can be withdrawn at any time and, consequently, such balance is due and payable

(*opeisbaar*) at any time. If following receipt of notification of the assignment of the Mortgage Receivable originated by Delta Lloyd Bank, amounts are debited from or credited to the current account or, as the case may be, the deposit account, the Borrower will only be permitted to set-off its claim *vis-à-vis* the Issuer for the amount of its claim at the moment such notification has been received after deduction of amounts which have been debited from the current account or the deposit account after receipt of such notification, notwithstanding that amounts may have been credited.

In case notification of the assignment of the Mortgage Receivables is made after the bankruptcy, (preliminary) suspension of payments or emergency regulations of the relevant Seller having become effective, it is defended in Dutch legal literature that the Borrower will, irrespective of the notification of the assignment, continue to have the broader set-off rights afforded to it under the Dutch Bankruptcy Act. Under the Dutch Bankruptcy Act a person who is both debtor and creditor of the bankrupt entity can set-off its debt with its claim, if each claim (i) came into existence prior to the moment that the bankruptcy becomes effective or (ii) resulted from transactions with the bankrupt entity concluded prior to the bankruptcy becoming effective. A similar provision applies in case of (preliminary) suspension of payments or emergency regulations.

The Mortgage Receivables Purchase Agreement provides that if a Borrower sets off amounts due to it by the relevant Seller or in respect of interest and premium deposits (*rente- en premiedepots*) against the relevant Mortgage Receivable the relevant Seller will pay to the Issuer an amount equal to the difference between the amount which the Issuer would have received in respect of the relevant Mortgage Receivable if no set-off had taken place and the amount actually received by the Issuer in respect of such Mortgage Receivable. There is a risk that the relevant Seller is not able to make such payment which would affect the ability of the Issuer to perform its payment obligations under the Notes.

Furthermore, each of Amstelhuys and Delta Lloyd Levensverzekering as Seller will represent and warrant in the Mortgage Receivables Purchase Agreement that no deposits have been accepted from any of its Borrowers (except for (i) certain amounts of interest and premium deposits (*rente- en premiedepots*) held by (a) the Savings Insurance Company (being Delta Lloyd Levensverzekering) of which the aggregate amount does not exceed euro 75,000 and (b) Delta Lloyd Bank of which the aggregate amount does not exceed euro 1,400,000 as at the Cut-Off Date and (ii) the aggregate Construction Deposits), and that it currently does not have any current account relationship with its Borrowers. Furthermore, each of Amstelhuys and Delta Lloyd Levensverzekering as Seller will covenant in the Mortgage Receivables Purchase Agreement that it will not accept any deposits from a Borrower (other than Construction Deposits) and it will not enter into a current account relationship with a Borrower. In the absence of such relationships, the scope of the set-off risk would primarily be contained to counterclaims under the Mortgage Loans owed by the Borrowers against Amstelhuys. If Amstelhuys breaches the representations and warranties and/or the covenants in the Mortgage Receivables Purchase Agreement and as a result a debtor successfully exercises a right of set-off, and as a consequence does not pay Amstelhuys, then if Amstelhuys or Delta Lloyd Levensverzekering does not make the payment to the Issuer as set out above (e.g. in case of its bankruptcy), there is a material risk that the Issuer's ability to perform its obligations under the Notes will be adversely affected.

Specific set-off issues relating to Life Mortgage Loans, Savings Mortgage Loans, Investment Mortgage Loans and Bank Savings Mortgage Loans, will be discussed in the following paragraphs.

### **Set-off risks or defences relating to counterclaims under Life Mortgage Loans, Savings Mortgage Loans, Investment Mortgage Loans and Bank Savings Mortgage Loans**

#### ***Life Mortgage Loans and Savings Mortgage Loans***

##### *General*

As described above in *Set-off by Borrowers may affect the proceeds under the Mortgage Receivables*, in order for a Borrower to have a successful claim on the grounds of set-off, a Borrower would (i) first need to

successfully argue that the waiver of its set-off right is invalid and (ii) would then need to successfully argue that the Dutch law requirements for set-off have been met. As described above, one of these requirements is that the Borrower should have a claim against the same counterparty. However, the Insurance Policies are contracts between any of the Insurance Companies and the Borrowers on the one hand and the Mortgage Receivables are claims of the relevant Seller on the relevant Borrower on the other hand. Therefore, in order to invoke a right of set-off the Borrowers would have to establish that the Borrower was led to believe that he was not entering into two separate relationships but one interrelated relationship. The Borrower's defence in such case is likely to focus on information provided by or on behalf of the relevant Seller which may have led the Borrower to (erroneously) believe that he was not entering into two relationships. However, in relation to Mortgage Loans originated by Delta Lloyd Levensverzekering, and where Delta Lloyd Levensverzekering is the Insurance Company, the Insurance Company and the relevant Originator are the same legal entity and therefore this legal requirement is fulfilled automatically.

Even if the Borrowers cannot invoke a right of set-off, they may invoke defences *vis-à-vis* the Sellers, the Issuer and/or the Security Trustee. The Borrowers will have all defences afforded by Dutch law to debtors in general. Such defence would be based upon interpretation of the mortgage documentation and the promotional materials. Borrowers could argue that the Mortgage Loan and the relevant Insurance Policy are to be regarded as one interrelated legal relationship and could, on this basis, claim a right of annulment (*vernietiging*) or dissolution (*ontbinding*) of the Mortgage Loans or possibly suspension of their obligations thereunder. The Borrowers could also argue that it was the intention of the parties involved or that they could at least rightfully interpret the mortgage documentation and the promotional materials in such manner that the Mortgage Receivable would be (fully or partially) repaid by means of the proceeds of the Insurance Policy and that, failing such proceeds being so applied, the Borrower is not obliged to repay the (corresponding) part of the Mortgage Receivable. Also, Borrowers could argue that it is contrary to principles of reasonableness and fairness (*redelijkheid en billijkheid*) for the Borrower to be obliged to repay the Mortgage Receivable to the extent that it has failed to receive the proceeds of the Insurance Policy. The Borrower could also base a defence on "error" (*dwalings*), i.e. that the Mortgage Loan and the Insurance Policies would be entered into as a result of "error". If this defence would be successful, this could lead to annulment of the Mortgage Loan, which would have the result that the Issuer no longer holds the Mortgage Receivable.

#### *Risk of set-off or defences in case of insolvency of any of the Insurance Companies*

In respect of Life Mortgage Loans, Savings Mortgage Loans or Life Mortgage Loans with a Savings Element, the intention is that at maturity the principal proceeds of the Insurance Policy can be used to repay the Mortgage Loan in whole or in part following payout by the Insurance Company. It is possible that any of the Insurance Companies does not (fully) pay out the proceeds (e.g. in case it is declared bankrupt or has become subject to emergency regulations). If the Borrower is then requested to repay the Mortgage Loan in full, the Borrower may try to invoke set-off rights and defences purporting to establish that an amount equal to the lost proceeds is deducted from the Mortgage Receivable it owes to the Issuer. A successful claim could lead to losses under the Notes.

#### *Set-off or defences regarding Life Mortgage Loans*

In respect of Life Mortgage Loans with Life Insurance Policies taken out by a Borrower with a Life Insurance Company, the Issuer has been advised that if (i) there is no connection, whether from a legal or a commercial point of view, between the Life Mortgage Loan and the relevant Life Insurance Policy other than a Borrower Insurance Pledge granted on the rights under such policy in favour of the relevant Seller and (ii) the Mortgage Loan and the Life Insurance Policy are not offered as one product or under one name and (iii) the Borrowers are free to enter into a life insurance policy with any insurance company and (iv) none of the Life Insurance Companies is a group entity (within the meaning of Section 2:24b of the Dutch Civil Code) of the relevant Seller, it is unlikely that a court would honour set-off defences of the Borrowers. However, should any of the aforementioned elements under (i) up to and including (iv) not be met, the Issuer has been advised that the risk will be higher.

In respect of Life Mortgage Loans between an Originator, other than Delta Lloyd Levensverzekering, and a Borrower with a Life Insurance Policy between the Savings Insurance Company and such Borrower, whereby the other elements set out above are met, the Issuer has been advised that the possibility cannot be disregarded (*kan niet worden uitgesloten*) that the courts will honour set-off or defences of Borrowers if the Borrowers will not be able to recover their claims under their Life Insurance Policies. However, it should be noted that this will depend on the factual circumstances at the time of origination of such Life Mortgage Loans (excluding the Life Mortgage Loans with the option of a Savings Element). If the Life Mortgage Loans to which Life Insurance Policies with the Savings Insurance Company is connected are marketed as a package offered as one product under one name and without clear distinction being made between the relevant Seller as provider of the Life Mortgage Loans and the Savings Insurance Company, being Delta Lloyd Levensverzekering (a group company of the relevant Originator), as insurer under the Life Insurance Policies, which may, as the Issuer has been informed, be the case, the Issuer has been advised that the possibility can certainly not be disregarded (*kan zeker niet worden uitgesloten*) that the courts will honour set-off or defences by Borrowers, as described above, if in case of bankruptcy or emergency regulations of the Savings Insurance Company the Borrowers will not be able to recover their claims under their Life Insurance Policies, however, this will depend on the factual circumstances at the time of origination of such Life Mortgage Loans.

In respect of Life Mortgage Loans between Delta Lloyd Levensverzekering, as Originator, and a Borrower with a Life Insurance Policy between the Savings Insurance Company, the same entity as the Originator, and such Borrower, whereby the other elements set out above are met, the Issuer has been advised that there is a considerable risk (*aanmerkelijk risico*) that the courts will honour set-off or defences of Borrowers if the Borrowers will not be able to recover their claims under their Life Insurance Policies, however, this will depend on the factual circumstances at the time of origination of such Life Mortgage Loans.

#### *Set-off or defences regarding Savings Mortgage Loans and Life Mortgage Loans with a Savings Element*

In respect of Savings Mortgage Loans and Life Mortgage Loans with a Savings Element between the Sellers and a Borrower, the Issuer has been advised that in view, *inter alia*, of the close connection between (i) the Savings Mortgage Loan or Life Mortgage Loan with a Savings Element and the Savings Insurance Policy or Savings Investment Insurance Policy, as the case may be, there is a considerable risk (*een aanmerkelijk risico*) that such a set-off or defence would be successful. In view hereof, on the Closing Date, the Insurance Savings Participation Agreement will be entered into between the Issuer, the Security Trustee, the Sellers and the Savings Insurance Company. All Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element will be subject to the Insurance Savings Participation Agreement.

Moreover, the Insurance Savings Participation Agreement will provide that if (i) in respect of a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element, a Borrower invokes a defence, including but not limited to a right of set-off or counterclaim against any person in respect of such Savings Mortgage Loan or Life Mortgage Loan with a Savings Element or if, for whatever reason, the Savings Insurance Company does not pay the insurance proceeds when due and payable, whether in full or in part, under the relevant Savings Insurance Policy or Savings Investment Insurance Policy and (ii) the relevant Seller fails to pay any amount due by it to the Issuer pursuant to the Mortgage Receivables Purchase Agreement in respect of a Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, and, as a consequence thereof, the Issuer will not have received any amount which was outstanding prior to such event in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, the Insurance Savings Participation of the Savings Insurance Company in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element will be reduced by an amount equal to the amount which the Issuer has failed to receive as a result of such defence or default to pay. The amount of the Insurance Savings Participation is equal to the amount of Savings Premiums received by the Issuer plus the accrued yield on such amount (see section 7.6 (*Participation Agreements*) below), provided that the Savings Insurance Company will have paid all Savings Premiums received from the relevant Borrowers to the Issuer. Therefore, normally the Issuer would not suffer any damages if the Borrower would invoke any such right of set-off or defences, if and to the extent that the amount for which the Borrower would invoke set-off or

defence does not exceed the amount of the relevant Insurance Savings Participation. The amount for which the Borrower can invoke set-off or defences may, depending on the circumstances, exceed the amount of the relevant Insurance Savings Participation.

For the avoidance of doubt, the Insurance Savings Participation Agreement does not apply to Life Mortgage Loans to which a Life Insurance Policy with a Unit-Linked Alternative is connected.

***Risk of set-off or defences in respect of investments under Investment Mortgage Loans***

Each Seller has represented that under the Investment Mortgage Loans, the securities are purchased by the relevant Seller for the account of the Borrowers and these securities are held in custody by an admitted institution of Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. in accordance with the Securities Giro Act (*Wet Giraal Effectenverkeer*, the **Wge**) or, if they do not qualify to be held in accordance with the Wge, by a separate depository vehicle in accordance with Section 6:18 of the Further Regulation on Conduct Supervision of Financial Enterprises (*Nadere regeling gedragstoezicht financiële ondernemingen Wft*). However, if this is not the case and the investments were to be lost, this may lead to the Borrowers trying to invoke set-off rights or defences against the Issuer on similar grounds as discussed under the paragraph *Risk of set-off or defences in case of insolvency of any of the Insurance Companies* below and the paragraph *Risks related to offering of Investment Mortgage Loans and Life Insurance Policies*.

***Risk of set-off or defences with respect to Mortgage Receivables resulting from Bank Savings Mortgage Loans***

Each Bank Savings Mortgage Loan has the benefit of the balance standing to the credit of the relevant Bank Savings Account which is held with the Bank Savings Participant, which is the same legal entity as one of the Sellers (Delta Lloyd Bank). In respect of the balances standing to the credit of the Bank Savings Account, it is the intention that at the maturity of the relevant Bank Savings Mortgage Loan, such balances will be used to repay the relevant Bank Savings Mortgage Loan, whether in full or in part. If the Bank Savings Participant is no longer able to meet its obligations in respect of the relevant Bank Savings Account, for example as a result of bankruptcy, this could result in the balance standing to the credit of the relevant Bank Savings Account either not, or only partly, being available for application in reduction of the Mortgage Receivable resulting from the relevant Bank Savings Mortgage Loan. This may lead to the Borrower trying to invoke set-off rights and defences against the Seller, the Issuer or the Security Trustee, as the case may be, which may result in the Mortgage Receivables being, fully or partially, extinguished (*tenietgaan*) or not being recovered for other reasons, which could lead to losses under the Notes.

In respect of Mortgage Receivables originated by Delta Lloyd Bank, the following applies. As set out above under paragraph *Set-off by Borrowers may affect the proceeds under the Mortgage Receivables*, under Dutch law a debtor has a right of set-off if it has a claim which corresponds to a debt with the same counterparty and it is entitled to pay its debt as well as to enforce payment of its claim. In this current situation, the Borrower's claim and debt both relate to the same counterparty, being Delta Lloyd Bank in its respective capacities as Bank Savings Participant and as Seller, and therefore if the prohibition (or waiver) of set-off rights is unenforceable, the Borrowers will have the statutory set-off rights described above.

The Issuer has been advised that the claim of the Borrower against Delta Lloyd Bank as Seller in respect of the relevant Bank Savings Account is most likely to be regarded as resulting from the same legal relationship as the Mortgage Receivable. Consequently, the Borrowers will most likely have such set-off right after notification of the assignment or pledge of the Mortgage Receivables. The question whether a court will conclude that the Mortgage Loan and the claim of the Borrower on the Bank Savings Participant result from the same legal relationship will depend on all relevant facts and circumstances involved.

In respect of Mortgage Receivables originated by Amstelhuys and Delta Lloyd Levensverzekering, the following applies. The analysis for such set-off or defences by Borrowers is similar to the risk described in the paragraph *Risk of set-off or defences in case of insolvency of any of the Insurance Companies* above

under the paragraph *Set-off or defences regarding Savings Mortgage Loans and Life Mortgage Loans with a Savings Element* and, consequently, in our opinion there is a considerable risk (*een aanmerkelijk risico*) that such a set-off or defence would be successful.

In respect of Bank Savings Mortgage Loans, it is noted that, pursuant to an amendment to the Wft effective as of 1 January 2014, amounts standing to a bank savings account will, if certain conditions are met, by operation of law be set-off against the related Bank Savings Mortgage Loan, irrespective of whether the Bank Savings Mortgage Loan is owed to the Bank Savings Participant or a third party such as an Originator or the Issuer if (i) the deposit guarantee scheme is activated in respect of the Bank Savings Participant by DNB or (ii) the Bank Savings Participant is subjected to emergency regulations (*noodregeling*) or (iii) declared bankrupt (*failliet*). In these three limited circumstances set-off between the Bank Savings Mortgage Loan and the Bank Savings Deposit will by operation of law occur irrespective of whether the mutuality requirement for set-off is complied with or not.

In view hereof, on the Closing Date, the Bank Savings Participation Agreement will be entered into, which will be materially in the same form as the Insurance Savings Participation Agreement, except that the Bank Savings Participation Agreement is entered into between the Issuer, the Security Trustee and the Bank Savings Participant (see also section 7.6 (*Participation Agreements*) below). Therefore, normally the Issuer would not suffer any damages if the Borrower would invoke any such right of set-off or defences, if and to the extent that the amount for which the Borrower would invoke set-off or defence does not exceed the amount of the relevant Bank Savings Participation. The amount for which the Borrower can invoke set-off or defences may, depending on the circumstances, exceed the amount of the relevant Bank Savings Participation.

#### **Risks related to investment advice**

In the case of Investment Mortgage Loans, certain services, for example investment advice to the Borrowers, are provided for which the Sellers may be responsible or held liable. A Borrower may hold the Sellers liable for any damages if it does not meet its obligations towards such Borrower, including its services as investment adviser. In particular liability could arise if the value of the Investment Portfolio is not sufficient to repay the Investment Mortgage Loan at maturity. This may lead to set-off by the Borrower under the Mortgage Receivable (see the paragraph *Set-off by Borrowers may affect the proceeds under the Mortgage Receivables*) and thus to losses under the Notes.

#### **Risks related to Construction Deposits**

Pursuant to the Mortgage Conditions, the Borrowers have the right to request to withhold the Construction Deposit to be paid out if certain conditions are met. The aggregate amount of the Construction Deposits on (the opening of business of) the Cut-Off Date is euro 11,965,014.00. The Issuer and the Sellers will agree in the Mortgage Receivables Purchase Agreement that the Issuer is entitled to withhold from the Initial Purchase Price an amount equal to such aggregate Construction Deposits. Such amount will be deposited on the Construction Deposit Account. On each Mortgage Collection Payment Date the Issuer will release from the Construction Deposit Account such part of the Initial Purchase Price which equals the difference between the aggregate Construction Deposits and the balance standing to the credit of the Construction Deposit Account and pay such amount to the Sellers.

Pursuant to the Mortgage Conditions, Construction Deposits have to be paid out within 12 months (for refurbishments) or 24 months (for newly built properties) after the relevant Mortgage Loan has been granted. However, a Seller may agree with a Borrower to extend the relevant period for a maximum of 6 months. After such period, any remaining Construction Deposits will (i) if the relevant remaining Construction Deposit is less than euro 12,000-or less than euro 2,500 in case of NHG Mortgage Loans, be paid out by the relevant Seller to the relevant Borrower and consequently the remaining part of the Initial Purchase Price will be paid out by the Issuer to the relevant Seller and (ii) if the relevant remaining Construction Deposit exceeds euro 12,000-or euro 2,500 in case of NHG Mortgage Loans, be set-off against the relevant Mortgage

Receivable up to the amount of such Construction Deposit. The Issuer shall have no further obligation towards the Sellers to pay the remaining part of the Initial Purchase Price in such case and any balance standing to the credit of the Construction Deposit Account will be transferred to the Issuer Collection Account and form part of the Available Principal Funds.

If any of the events set forth in items (d) and (e) of the definition of the Assignment Notification Events has occurred, the Issuer will no longer be under the obligation to pay such remaining part of the Initial Purchase Price. See section 7.1 (*Purchase, Repurchase and Sale*) below.

Under Dutch law the distinction between 'existing' (*bestaande*) receivables and 'future' (*toekomstige*) receivables is relevant. 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, granted a (preliminary) suspension of payments or subjected to emergency regulations. If, however, receivables are to be considered as existing receivables, the assignment and/or pledge thereof are not affected by the bankruptcy, (preliminary) suspension of payments, or emergency regulations of the assignor/pledgor. The Issuer has been advised that based on case law and Dutch legal literature uncertainty remains whether on the basis of the applicable terms and conditions that part of the Mortgage Receivables relating to the Construction Deposit can be considered to be existing receivables. It could be argued that such part of the Mortgage Loan comes into existence only when and to the extent the Construction Deposit is paid out. If the part of the Mortgage Receivable relating to the Construction Deposit is to be regarded as a future receivable, the assignment and/or pledge of such part will not be effective if the Construction Deposit is paid out on or after the date on which the relevant Seller is declared bankrupt or is granted a (preliminary) suspension of payments or subjected to emergency regulations. In that event, the Issuer will have no further obligation to pay to the Sellers the remaining part of the Initial Purchase Price.

### **Risk related to the value of investments under Investment Mortgage Loans or Life Insurance Policies**

The value of investments made under the Investment Mortgage Loans or in connection with the Life Insurance Policies may not be sufficient for the Borrower to fully redeem the related Mortgage Receivables at its maturity.

### **Risks related to offering of Investment Mortgage Loans and Life Insurance Policies**

Apart from the general obligation of contracting parties to provide information, there are several provisions of Dutch law applicable to offerors of financial products, such as Investment Mortgage Loans and Mortgage Loans to which Life Insurance Policies are attached. In addition, several codes of conduct apply on a voluntary basis. On the basis of these provisions, offerors of these products and intermediaries in these products have a duty, *inter alia*, to provide customers with accurate, complete and non-misleading information about the product, the costs and the risks involved. These requirements have become more strict over time. A breach of these requirements may lead to a claim for damages from a Borrower on the basis of breach of contract or tort. In addition the relevant contract may be dissolved (*ontbonden*) or nullified (*vernietigd*) or a Borrower may claim set-off or defences against a Seller or the Issuer (or the Security Trustee). The merits of such claims will, to a large extent, depend on the manner in which the product was marketed and the promotional material provided to the Borrower. Depending on the relationship between the offeror and any intermediary involved in the marketing and sale of the product, the offeror may be liable for actions of the intermediaries which have led to a claim. The offeror may be held liable for the advice given by an intermediary, even though the offeror has no control over the intermediary. The risk of such claims being made increases if the value of investments made under Life Insurance Policies or the Investment Mortgage Loans is not sufficient to redeem the relevant Mortgage Receivables.

With respect to these risks, the Sellers have informed the Issuer as follows. On the topic of transparency (particularly with respect to costs) of unit-linked insurance policies (such as part of the Life Insurance Policies) in the past years there has been public debate and investigation relating to (individual) unit-linked

insurance policies. Unit-linked insurance products were developed and launched in the 1990s when stock markets – compared with stock prices in the past – were strong and continuing to grow. With unit-linked insurance products, gains in securities markets benefited the policyholder and as such were very popular. However, as markets began to stagnate and decline beginning in 2007, unit-linked insurance products became less advantageous compared to traditional life insurance as lower returns were passed on to policyholders. In September 2006, a large group of policyholders and consumer organisations began to investigate the lack of transparency of the structure of these contracts (particularly in respect of costs). A mediation process initiated by the AFM at the beginning of 2007 led to the recommendation in March 2008 that Dutch insurers compensate customers for excessive costs, and that insurers retroactively cap the costs of the policies.

As a result of the AFM investigation and complaints from consumer groups, the Group, thus including Delta Lloyd Levensverzekering, sought to reach an out-of-court settlement of these complaints. In September 2008, the Group became the first Dutch insurer to reach an agreement with consumer organisations on compensation for policyholders of individual unit-linked products. The Group has given and will give effect to this agreement in its payouts at the end of the term of the existing policies. Individual policyholders are not bound by the agreement. Any of them could still decide to sue and claim a higher amount from Delta Lloyd Levensverzekering if they disagree with the agreement or with the way the Group has given or will give effect to it.

In view of the above, if Life Insurance Policies connected to Investment Mortgage Loans and/or Life Mortgage Loans would be dissolved or nullified, this would affect the collateral granted to secure these Mortgage Loans (the Borrower Investment Pledge, the Borrower Insurance Pledge and the Life Beneficiary Rights respectively). The Issuer has been advised that, depending on the particular circumstances involved, in such case the Life Mortgage Loans or the Investment Mortgage Loans connected to such Life Insurance Policies can also be dissolved or nullified. Even if the Mortgage Loan is not affected, the Borrower may invoke set-off or defences against the Issuer. The analysis in that situation is similar to the situation in the event of bankruptcy or emergency regulations having been instituted against the Insurance Companies (see the paragraph *Risk of set-off or defences in case of insolvency of any of the Insurance Companies*), except if the relevant Seller is liable itself, whether jointly with the insurer or separately, *vis-à-vis* the Borrower. In this situation, depending on the involvement of the relevant Seller in the marketing and sale of the insurance policy, set-off or defences against the Issuer may be invoked, which will probably only become relevant if the insurer and/or the relevant Seller will not indemnify the Borrower.

The Issuer has been advised that the above risks largely depend on which specific information has been provided to the relevant Borrower through sales people and/or sales materials and that in this respect it is also relevant whether applicable statutory and contractual duties, including statutory duties to provide information to prospective Borrowers, have been complied with. Any such set-off or defences may effect the value of the Mortgage Receivables which may lead to losses under the Notes.

### **Risk that interest rate reset rights will not follow Mortgage Receivables**

The interest rate of the fixed rate Mortgage Loans resets from time to time. The Issuer has been advised that a good argument can be made that the right to reset the interest rate on the Mortgage Loans should be considered as an ancillary right which follows the Mortgage Receivables upon their assignment to the Issuer and the pledge to the Security Trustee, but that in the absence of case law or Dutch legal literature this is not certain. To the extent the interest rate reset right passes upon the assignment of the Mortgage Receivables to the Issuer or upon the pledge of the Mortgage Receivables to the Security Trustee, such assignee or pledgee will be bound by the contractual provisions relating to the reset of interest rates. If the interest reset right remains with the relevant Seller, in the case of the bankruptcy or (preliminary) suspension of payments or emergency regulations of the relevant Seller, the co-operation of the bankruptcy trustee or the administrator would be required to reset the interest rates.

### **Risk that the valuations may not accurately reflect the value of Mortgaged Assets**

There is a risk that the value of a Mortgaged Asset, as determined by external valuers, does not accurately reflect the value of such Mortgaged Asset, either at the time of origination or at any time thereafter. The actual market or foreclosure values realised in respect of a Mortgage Asset may be lower than those reflected in the valuations.

### **Risk that the mortgage rights on long lease cease to exist**

The mortgage rights securing the Mortgage Loans may be vested on a long lease (*erfpacht*), as further described in section 6.2 (*Description of Mortgage Loans*).

A long lease will, *inter alia*, end as a result of expiration of the long lease term (in case of lease for a fixed period), or termination of the long lease by the leaseholder or the landowner. The landowner can terminate the long lease in the event the leaseholder has not paid the remuneration due for a period exceeding two consecutive years or seriously breaches (*in ernstige mate tekortschieten*) other obligations under the long lease. In case the long lease ends, the landowner will have the obligation to compensate the leaseholder. In such event the mortgage right will, by operation of law, be replaced by a right of pledge on the claim of the (former) leaseholder on the landowner for such compensation. The amount of the compensation will, *inter alia*, be determined by the conditions of the long lease and may be less than the market value of the long lease.

When granting a Mortgage Loan to be secured by a mortgage right on a long lease, the Sellers will take into consideration the conditions, including the term, of the long lease. The acceptance conditions used by the Sellers provide that the Mortgage Loan may have a maturity that is longer than the term of the long lease, provided that certain conditions are met. The general terms and conditions of the Mortgage Loans provide that the Mortgage Loan becomes immediately due and payable in the event that, *inter alia*, (i) the leaseholder has not paid the remuneration for the long lease, (ii) the conditions of the long lease are changed, (iii) the leaseholder breaches any obligation under the long lease or (iv) the long lease is dissolved or terminated.

### **Changes to tax treatment of interest may impose various risks**

The Dutch tax system allows borrowers to deduct, subject to certain limitations, mortgage interest payments for owner-occupied residences from their taxable income.

The period allowed for deductibility is restricted to a term of 30 years and it only applies to mortgage loans secured by owner occupied properties (primary residence). Since 2004, the tax deductibility of mortgage interest payments has been restricted under the so-called Additional Borrowing regulation (*Bijleenregeling*). On the basis of this regulation, if a home owner acquires a new home and realises a profit on the sale of his old home, the home owner is considered to invest this net profit into the new home. Broadly speaking, the net profit is deducted from the value of the new home and mortgage loan interest deductibility is limited to the interest that relates to a maximum loan equal to the value of the new home less the net profit of the old home. Special rules apply to moving home owners that do not (immediately) sell their previous home.

Further restrictions on the interest deductibility came into effect on 1 January 2014. Under these rules the income tax rate against which the mortgage interest may be deducted as of 1 January 2014 is gradually reduced. For taxpayers currently deducting mortgage interest, the interest deductibility will be reduced from 52% to 38% in 28 years, so a 0.5%-point reduction per year. As of 1 January 2014 mortgage interest can be deducted by taxpayers at a rate of 51.5% (2014 rate). As of 1 January 2013, interest deductibility in respect of newly originated mortgage loans will only be available in respect of mortgage loans which amortise over 30 years or less and are being amortised on at least an annuity basis and are actually paid off complying with a statutory formula. There is an ongoing debate on the interest deductibility in respect of newly originated mortgage loans. A proposal from the State Secretary of Finance is pending, which proposal should partly

mitigate the impact of these new interest deduction rules for individuals entering into the real estate market and acquiring a primary residence for the first time. At the moment, this proposal is still subject to debate.

Any change or any other or further change to deductibility and the right to deduct mortgage loan interest payments may among other things have an adverse effect on house prices and the rate of recovery on mortgage loans and, also depending on whether changes will be proposed to treatment of existing mortgage loans, may result in an increase of defaults and/or an increase or decrease of prepayments and repayments. There can be no assurance whether or not other or further changes will be implemented.

### **Risks related to the NHG Guarantee**

All NHG Mortgage Loan Receivables will have the benefit of a NHG Guarantee. Pursuant to the terms and conditions (*voorwaarden en normen*) of the NHG Guarantee the *Stichting Waarborgfonds Eigen Woningen* (**Stichting WEW**) has no obligation to pay any loss (in whole or in part) incurred by a lender after a private or a forced sale of the mortgaged property if such lender has not complied with the terms and conditions of the NHG Guarantee. Each Seller will on the Closing Date represent and warrant that (i) each NHG Guarantee connected to a Mortgage Loan constitutes legal, valid and binding obligations of Stichting WEW, enforceable in accordance with its terms, (ii) all terms and conditions applicable to the NHG Guarantee at the time of origination of the Mortgage Loan were complied with, and (iii) the relevant Seller is not aware of any reason why any claim under any NHG Guarantee should not be met in full and in a timely matter. Furthermore, it will covenant that if a Mortgage Loan no longer has the benefit of a NHG Guarantee as a result of any action taken or omitted to be taken by the relevant Seller or any of the Servicer and the Non-performing Mortgage Loan Servicer, the relevant Seller shall purchase and accept re-assignment of the relevant NHG Mortgage Loan Receivable on the Mortgage Collection Payment Date immediately following the date on which the relevant Seller or any of the Servicer and the Non-performing Mortgage Loan Servicer has become aware or has been notified hereof.

The terms and conditions of the NHG Guarantee (irrespective of the type of redemption of the mortgage loan) stipulate that the guaranteed amount is reduced on a monthly basis by an amount which is equal to the amount of the monthly repayments plus interest as if the mortgage loan were to be repaid on a thirty year annuity basis. The actual redemption structure of a Mortgage Loan can be different (see section 6.2 (*Description of the Mortgage Loans*)). This may result in the Issuer not being able to fully recover any loss incurred with Stichting WEW under the NHG Guarantee and may lead to a Realised Loss in respect of such Mortgage Receivable and consequently in the Issuer not being able to fully repay the Notes.

### **Rating of the Dutch State**

The rating of the Class A Notes by the Credit Rating Agencies takes into account the NHG Guarantee granted in connection with each of the NHG Mortgage Loans. The NHG Guarantee is ultimately guaranteed by the Dutch State (see section 6.5 (*NHG Guarantee Programme*)) which is currently rated 'Aaa' by Moody's, 'AA+' by S&P and 'AAA' by Fitch. In the event that the Netherlands State ceases to be rated 'Aaa' by Moody's, 'AA+' by S&P and/or 'AAA' by Fitch, this may result in a review by the Credit Rating Agencies of the Class A Notes and could potentially result in a corresponding downgrade of the Class A Notes.

### **Licence requirement under the Wft**

Under the Wft, as a general rule a special purpose vehicle which services (*beheert*) and administers (*uitvoert*) loans granted to consumers such as the Issuer, must have a licence under the Wft. As the Mortgage Loans are granted to consumers, the Issuer must also have a licence under the Wft. However, an exemption from the licence requirement is available, if the special purpose vehicle outsources the servicing of the loans and the administration thereof to an entity holding a licence under the Wft. The Issuer has outsourced the servicing and administration of the Mortgage Loans to the Servicer and the implementation of arrears procedures to the Non-performing Mortgage Loan Servicer. Delta Lloyd Bank as the Servicer and the Non-performing Mortgage Loan Servicer holds a licence as a bank under the Wft and the Issuer thus benefits from the

exemption to the licence requirement. However, if the appointment of Delta Lloyd Bank as the Servicer and/or the Non-performing Mortgage Loan Servicer under the Servicing Agreement is terminated, the Issuer will need to outsource the servicing and administration of the Mortgage Receivables to another licensed entity or it needs to apply for and hold a licence itself. In the latter case, the Issuer will have to comply with the applicable requirements under the Wft. If such appointment(s) under the Servicing Agreement is (are) terminated and the Issuer has not outsourced the servicing and administration of the Mortgage Loans to a licenced entity and does not hold a licence itself, the Issuer will have to terminate its activities and settle (*afwickkelen*) its existing agreements. This may result, among others, in early redemption of the Notes.

### **The Dutch Intervention Act could affect the Noteholders**

On 13 June 2012 (with retro-active effect as of 20 January 2012) the Dutch act granting additional powers to the Dutch Minister of Finance and DNB to deal with ailing banks and insurance companies came into force in the Netherlands (*Interventiewet*) (the **Dutch Intervention Act**). The act is inspired by a consultation launched by the European Commission on 6 January 2011 on a comprehensive framework to deal with ailing banks and insurance companies (the **EU Banking Proposal**). A draft European bank recovery and resolution directive on the basis of that EU Banking Proposal was published on 18 December 2013. The EU Banking Proposal contains a number of legislative proposals, some (but not all) of which are reflected in the Dutch Intervention Act. Under the Dutch Intervention Act, substantial new powers have been granted to DNB and the Minister of Finance enabling them to deal with ailing Dutch banks and insurance companies prior to insolvency. The measures would allow them to commence proceedings which may lead to: (i) the transfer of all or part of the business (including, in the case of a bank, deposits) of an ailing bank or insurance company to a private sector purchaser; (ii) the transfer of all or part of the business of an ailing bank or insurance company to a "bridge entity"; (iii) the transfer of the shares in an ailing bank or insurance company to a private sector purchaser or a "bridge entity"; (iv) immediate interventions by the Minister of Finance concerning an ailing bank or insurance company and (v) public ownership (nationalisation) of all or part of the business of an ailing bank or insurance company or of all or part of the shares or other securities issued by an ailing bank or insurance company. The Dutch Intervention Act contains provisions prohibiting counterparties of banks and insurance companies to invoke contractual rights (such as, for instance, contractual rights to terminate or to invoke a right of set-off or to require security to be posted) if such right is triggered by the intervention of DNB or the Minister of Finance based on the Dutch Intervention Act or the Wft or by a circumstance which is the consequence of such intervention. If and when the above mentioned European bank recovery and resolution directive is promulgated and needs to be implemented, the Dutch Intervention Act will probably need to be amended to reflect the provisions of that European bank recovery and resolution directive.

Although the exercise of powers by DNB or the Minister of Finance under the Dutch Intervention Act could not affect the transfer of legal title to the Mortgage Receivables to the Issuer, there is a risk that such exercise of powers could adversely affect the proper performance by each of Delta Lloyd Bank N.V. (as Seller), Delta Lloyd Levensverzekering N.V. (as Seller), the Participants, the Servicer, the Non-performing Mortgage Loan Servicer, the Issuer Account Bank, the Cash Advance Facility Provider of its payment and other obligations to the Issuer and enforcement thereof against the such parties under the relevant Transaction Documents. Amstelhuys N.V. itself does not qualify as a bank or insurance company, but its ability to perform its obligations under the Transaction Documents may be affected too if an intervention (*gebeurtenis*) occurs in respect of one or more of its group companies who do qualify.

### **The performance of the Notes may be adversely affected by the recent conditions in the global financial markets and these conditions may not improve in the near future**

Global markets and economic conditions have been negatively impacted in the recent years by market perceptions regarding the ability of certain EU Member States to service their sovereign debt obligations, including in Greece, Spain, Ireland, Italy, Portugal and Cyprus. The continued uncertainty over the outcome of the EU governments' financial support programs and the possibility that other EU Member States may experience similar financial troubles could further disrupt global financial markets. In particular, it has and

could in the future disrupt equity markets and result in volatile bond yields on the sovereign debt of EU members. These developments could have material adverse impacts on financial markets and economic conditions throughout the world and, in turn, the market's anticipation of these impacts could have a material adverse effect on the business, financial condition and liquidity of counterparties of the Issuer to the Transaction Documents. Failure to perform obligations under the Transaction Documents may adversely affect the performance of the Notes. These factors and general market conditions could adversely affect the performance of the Notes. There can be no assurance that governmental or other actions will improve these conditions in the future

### 3. PRINCIPAL PARTIES

#### 3.1 Issuer

The Issuer was incorporated with limited liability under the laws of the Netherlands on 10 March 2014. The corporate seat (*statutaire zetel*) of the Issuer is in Amsterdam, the Netherlands and its registered office is at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands and its telephone number is +31 20 521 4777. The Issuer is registered with the Commercial Register of the Chamber of Commerce of Amsterdam under number 60183942.

The Issuer is a special purpose vehicle, whose objects are (a) to acquire, purchase, to manage, to alienate and to encumber assets and to exercise any rights connected to these assets, (b) to acquire funds to finance the acquisition of the assets mentioned under (a) by way of issuing bonds or by way of entering into loan agreements, (c) to invest, including to lend, any funds held by the Company, (d) to limit interest rate and other financial risks, amongst others by entering into derivatives agreements, such as swaps and options, (e) in connection with the foregoing, (i) to borrow funds against the issue of bonds or by entering into loan agreements, *inter alia* to repay the obligations under the securities mentioned under (b), (ii) to grant security rights and (iii) to enter into agreements relating to bank accounts, administration, custody, asset management and sub participation and (f) to perform all activities which are, in the widest sense of the word, incidental to or which may be conducive to the attainment of these objects.

The issued and paid up capital of the Issuer is euro 100, divided in 10 shares of euro 10 each. All shares of the Issuer are held by the Shareholder.

#### *Statement by managing director of the Issuer*

Since its incorporation there has been no material adverse change in the financial position or prospects of the Issuer and the Issuer has not (i) commenced operations; (ii) made or incurred any profits and losses; (iii) declared or paid any dividends nor made any distributions, save for the activities related to its establishment and the securitisation transaction included in this Base Prospectus; and (iv) prepared any financial statements. There are no legal, arbitration or governmental proceedings which may have, or have had, significant effects on the Issuer's financial position or profitability nor, so far as the Issuer is aware, are any such proceedings pending or threatened against the Issuer.

The Issuer has the corporate power and capacity to issue the Notes, to acquire the Mortgage Receivables and to enter into and perform its obligations under the Transaction Documents.

The sole managing director of each of the Issuer and the Shareholder is Intertrust Management B.V. Intertrust Management B.V. has elected domicile at the registered office of the Issuer at Prins Bernhardplein 200, 1097 JB Amsterdam, telephone number +31 20 521 4777. The managing directors of Intertrust Management B.V. are R. Posthumus, A.R. van der Veen, D.J.C. Niezing, P. de Langen and O.J.A. van der Nap.

The objectives of Intertrust Management B.V. are (a) advising of and mediation by financial and related transactions, (b) acting as finance company, and (c) management of legal entities.

Intertrust Management B.V., the sole managing director of both the Issuer and the Shareholder, belongs to the same group of companies as Intertrust Administrative Services B.V., the Issuer Administrator. Therefore a conflict of interests may arise.

The Director of the Issuer has entered into the Issuer Management Agreement pursuant to which the Director agrees and undertakes that, *inter alia*, (i) it shall manage the affairs of the Issuer in accordance with proper and prudent Netherlands business practice and in accordance with the requirements of Netherlands law and

Netherlands accounting practice and with the same care that it exercises or would exercise in connection with the administration of similar matters held for its own account or for the account of third parties, and (ii) it shall refrain from taking any action detrimental to the Issuer's ability to meet its obligations under any of the Transaction Documents. In addition, the Issuer's Director agrees in the Issuer Management Agreement that it shall not agree to any alteration of any agreement including, but not limited to, the Transaction Documents, except in accordance with the Trust Deed.

There are no potential conflicts of interest between: (i) the duties of the Director, when acting in its capacity as Director of the Issuer; and (ii) any private interests or other duties of the Director. The Sellers do not hold an interest in any group company of the Director.

The financial year of the Issuer coincides with the calendar year. The first financial year will end on 31 December 2015.

### 3.2 Shareholder

Stichting Holding iArena (the **Shareholder**) is a foundation (*stichting*) organised under the laws of the Netherlands on 7 March 2014. The objects of Stichting Holding iArena are to acquire shares in the capital of companies in its own name and to hold such shares whether or not for its own account, whether or not in exchange for depositary receipts issued for such shares, to exercise the voting rights and other rights attributable to such shares, to collect dividends and other distributions due on account of such shares, to borrow monies and to acquire any other form of financing in view of the acquisition of such shares and to do all that is connected or may be conducive to the foregoing all to be interpreted in the widest sense. The sole managing director of Stichting Holding iArena is Intertrust Management B.V. The Shareholder is registered with the Commercial Register of the Chamber of Commerce of Amsterdam under number 60176784.

Intertrust Management B.V. is also the Director of the Issuer.

The objectives of Intertrust Management B.V. are (a) advising of and mediation by financial and related transactions, (b) acting as finance company, and (c) management of legal entities.

The Director of the Shareholder has entered into the Shareholder Management Agreement pursuant to which the Director agrees and undertakes to, *inter alia*, (i) manage the affairs of the Shareholder in accordance with proper and prudent Netherlands business practice and in accordance with the requirements of Netherlands law and Netherlands accounting practices, and (ii) refrain from any action detrimental to the Issuer's ability to meet its obligations under any of the Transaction Documents.

### 3.3 Security Trustee

The Security Trustee is a foundation (*stichting*) organised under the laws of the Netherlands on 7 March 2014. The statutory seat of the Security Trustee is in Amsterdam and its registered office is at Claude Debussylaan 24, 1082 MD Amsterdam, the Netherlands. The Security Trustee is registered with the Commercial Register of the Chamber of Commerce of Amsterdam under number 60176776.

The objects of the Security Trustee are (a) to act as agent and/or trustee of the Noteholders and any other creditor of the Issuer under the Transaction Documents, (b) to acquire, keep and administer security rights in its own name, and if necessary to enforce such security rights, for the benefit of the creditors of the Issuer, including the holders of the Notes to be issued by the Issuer, and to perform acts and legal acts, including the acceptance of a parallel debt obligation from, *inter alia*, the Issuer, 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 Trustee is SGG Securitisation Services B.V., having its registered office at Claude Debussylaan 24, 1082 MD Amsterdam, the Netherlands. The managing directors of SGG Securitisation Services B.V. are A.G.M. Nagelmaker and H.M. van Dijk.

The Security Trustee shall not be liable for any action taken or not taken by it or for any breach of its obligations under or in connection with the Trust Deed or any other Transaction Document to which it is a party, except in the event of its wilful misconduct (*opzet*) or gross negligence (*grove nalatigheid*), and it shall not be responsible for any act or negligence of persons or institutions selected by it in good faith and with due care.

As set out in the Trust Deed, the Security Trustee Management Agreement and the Security Trustee's articles of incorporation, the Security Trustee shall not retire or be removed from its duties under the Trust Deed until all amounts payable by the Issuer to the Secured Creditors have been paid in full.

However, the Noteholders can resolve to dismiss the Director of the Security Trustee as the director of the Security Trustee by an Extraordinary Resolution, on the basis of the Trust Deed and the articles of incorporation of the Security Trustee. Moreover, the Security Trustee may terminate the appointment of the Director as managing director subject to Credit Rating Agency Confirmation having been obtained. The Director of the Security Trustee shall only resign from its position as director of the Security Trustee as soon as a suitable person, trust or administration office, reasonably acceptable to the Issuer (after having consulted the Secured Creditors, other than the Noteholders) has been contracted to act as director of the Security Trustee, subject to an Extraordinary Resolution by the Noteholders in accordance with the Trust Deed and provided that a Credit Rating Agency Confirmation has been obtained.

### **3.4 The Sellers**

#### **1. INTRODUCTION**

##### **Amstelhuys and its position in the Group**

Amstelhuys is a wholly-owned subsidiary of Delta Lloyd N.V. (**Delta Lloyd**). Amstelhuys is fully consolidated in Delta Lloyd's annual accounts. On 7 July 1999 Delta Lloyd issued a statement of joint and several liability pursuant to Section 2:403 of the Dutch Civil Code. As a result, Delta Lloyd assumes joint and several liability for any liabilities arising from legal acts of Amstelhuys.

The statutory objects of Amstelhuys are: (i) obtaining repayable funds within a closed circle and/or from professional market parties, (ii) granting (mortgage) loans to private persons and/or companies, (iii) whether or not together with other parties, incorporating, participating in, managing, financing of and providing services to undertakings in whatever form, (iv) acquiring and disposing of or encumbering of (portfolios of) (mortgage) loans, including but not limited to, in connection with securitisations, (v) giving guarantees and granting security rights or otherwise warranting the performance or jointly or otherwise binding the company to be liable for obligations of others, including but not limited to, subsidiaries, participations or other group companies of the company, as well performing any and all acts which are related or which may (directly or indirectly) be conducive to the above, including but not limited to, entering into repo transactions, forward rate agreements and other derivative contracts, all in the in the widest sense of the word.

Amstelhuys is not a bank and therefore is not licensed as such and its operations are not subject to the general prohibition of attracting repayable funds from outside a restricted circle from other parties than professional market parties. It holds a licence under the Wft as an offeror of credit (*aanbieder van krediet*).

##### **Delta Lloyd Bank and its position in the Group**

Delta Lloyd Bank is a wholly-owned subsidiary of Delta Lloyd. Delta Lloyd Bank is fully consolidated in Delta Lloyd's annual accounts.

The statutory objects of Delta Lloyd Bank are the practising of the banking business and the business of stockbroker, the participation, albeit temporarily in whatever form, in enterprises of every sort, the managing of capital of others, under any title whatsoever, the acting as administrator (trustee) as well as managing director or member of the supervisory board of companies, other entities or organisations, the providing of mediation in the area of insurances, the acting as authorized agent for insurers, the providing of other services, as well as to do all that is connected therewith or may be conducive thereto, all this to be interpreted in the widest sense.

Delta Lloyd Bank holds a licence under the Wft as a bank.

##### **Delta Lloyd Levensverzekering and its position in the Group**

Delta Lloyd Levensverzekering is a wholly-owned subsidiary of Delta Lloyd. Delta Lloyd Levensverzekering is fully consolidated in Delta Lloyd's annual accounts.

The statutory objects of Delta Lloyd Levensverzekering are the conducting of the life insurance business in accordance with the relevant legislation, the participation in, financing of, cooperating with and managing of legal entities or other enterprises and providing advice and other services all specifically in respect of enterprises practising the life insurance business, as well as to do all that is connected therewith or may be conducive thereto.

Delta Lloyd Levensverzekering holds a licence under the Wft as an life insurance company (*levensverzekeraar*).

## 2. HISTORY

The history of Delta Lloyd N.V. and its subsidiaries (collectively the **Group**) dates back to 1807. In that year, the Hollandsche Societeit van Levensverzekeringen N.V. was established, making the Group the oldest existing life insurer in continental Europe. Hollandsche Societeit van Levensverzekeringen N.V. strengthened its position in the insurance and investment market by merging in 1967 with Amsterdamse Maatschappij van Levensverzekering N.V. The resulting entity, Delta, then merged with the general insurance company Nedlloyd to create Delta Lloyd in 1969.

Commercial Union, a UK-based insurer with an extensive international network, became Delta Lloyd's only shareholder in 1973, while Delta Lloyd retained operational independence and continued to operate under its own brand name in the Dutch market. Commercial Union merged with General Accident in 1998 to form CGU plc, which then merged with Norwich Union plc in 2000 to create CGNU plc, which was renamed Aviva plc (**Aviva**) in 2002.

Through various acquisitions and mergers in the Netherlands, Germany and Belgium and its joint venture with ABN AMRO Bank, the Group obtained its current form; being a financial services provider offering life insurance, general insurance, asset management and banking products and services. One of the most important mergers in this regard was the merger with Nuts OHRA Beheer B.V., a Netherlands-based direct insurance writer. Nuts OHRA Beheer B.V.'s shareholder, Vereniging NutsOhra (now called Stichting Fonds NutsOhra (**Fonds NutsOhra**)) became a shareholder at the time of the merger. Following the merger, Delta Lloyd had two shareholders, Aviva held 92% of the voting rights and Fonds NutsOhra held 8% of the voting rights. The merger allowed the combined company to begin to pursue its multi-brand, multi-channel distribution strategy in the Netherlands, as distribution expanded from intermediaries (Delta Lloyd) to include also direct sales (**OHRA**).

On 3 November 2009, Delta Lloyd obtained an official listing on NYSE Euronext in Amsterdam. As of 24 March 2014, Delta Lloyd is included in the AEX Index of Nyse Euronext Amsterdam. The AEX Index is made up of the 25 most important companies listed on NYSE Euronext Amsterdam. Since 23 January 2013, Delta Lloyd is also listed on NYSE Euronext in Brussels and Delta Lloyd is included in the BEL20 index, the primary NYSE Euronext Brussels Index, as from 18 March 2013.

## 3. BUSINESS

### *Overview*

The Group is a financial services provider offering life insurance, general insurance, asset management and banking products and services with its targeted markets being the Netherlands and Belgium.

The Group employs a multi-brand, multi-channel strategy in the Netherlands in order to position itself advantageously in different distribution channels and customer and pricing segments in the insurance market. The primary differences among the Group's three principal Dutch brands (Delta Lloyd, ABN AMRO Insurance and OHRA) result from the positioning, pricing, marketing and distribution of their products.

### *Multi-brand and multi-channel*

With the Delta Lloyd brand, the Group targets retail and commercial customers in the middle to premium range of the life and general insurance markets, distributing primarily through independent intermediaries, which include independent financial advisers, underwriting agents (*volmacht*, with respect to general insurance), actuarial consulting firms (with respect to group life insurance) and brokers (*beurs*) (together, **Intermediaries**). Through the ABN AMRO Insurance brand, the Group generally targets individuals, but

has some group and commercial customers, in the middle range of the life and general insurance markets, leveraging the distribution network of ABN AMRO Bank, which includes bank branches, call centres, financial centres and bank internet platforms (together, **Bancassurance**). Through the OHRA brand, the Group offers commodity products in the life and general insurance markets, distributing primarily through direct channels such as call centres and the internet. In Belgium, the Group distributes its insurance products through Intermediaries, tied agents (agents which sell only products of the Group) and through its own network of bank branches.

The Group has extensive distribution networks with large customer bases in the Netherlands and Belgium, which it believes will provide the platform for the Group to continue to grow in mature markets. In addition, the Group has maintained a strong capital position through the recent economic downturn. The Group seeks to grow through a combination of organic growth and targeted acquisitions.

Delta Lloyd intends to continue to run its German operations as a “run-off” business, by exploring strategic options in the German market.

### **Segments**

The Group’s core business lines are the following:

*Life Insurance:* The Group offers a range of products from commodity insurance products to tailor-made and often sophisticated insurance products, as well as commodity savings and financial planning services through its multiple brands. Its core life insurance products include pension (in particular group pension) products and administration services for group customers and traditional and unit-linked life insurance and savings products for individual customers. The Group offers individual and group life insurance in the Netherlands principally under the Delta Lloyd, ABN AMRO Insurance and OHRA brands, utilising different customer and pricing strategies through Intermediaries (Delta Lloyd), Bancassurance (ABN AMRO Insurance and Deutsche Bank) and direct (OHRA) distribution channels. Through BeFrank, Delta Lloyd’s joint venture with Binck Bank, it offers group defined contribution pension schemes (second pillar) since 2011. BeFrank is a premium pension institution (*Premie Pensioen Instelling/PPI*), a new type of pension administrator that has entered the Dutch market, alongside insurers and pension funds, and offers innovative pension products at a very low cost. In Belgium, the Group sells individual and group life insurance primarily under the Delta Lloyd brand, distributed through the Group’s own network of bank branches and tied agents, as well as through Intermediaries. On 20 September 2013, the Group announced that it has reached agreement with Amodo Group on the planned acquisition of the Belgium-based insurer ZA Verzekeringen NV (**ZA Verzekeringen**). ZA Verzekeringen specialises in term life insurance and its annual gross written premiums total around € 50 million. Delta Lloyd has completed an equity offering of 4 million new ordinary shares (2.1% of the issued share capital) via an accelerated bookbuild, and intends to use the net proceeds of the offering to finance the ZA Verzekeringen acquisition. On 3 December 2013, the Group announced the successful completion of the acquisition of ZA Verzekeringen.

*General Insurance:* The Group offers a broad range of general insurance products, principally in the Netherlands, including products such as motor, fire, liability, income and absenteeism and marine/pleasure craft insurance policies. The Group’s general insurance products are distributed to both private and commercial customers in the Netherlands under the Group’s three principal brands using distribution channels similar to those used for its life insurance operations, underwriting agents (volmacht) and brokers (beurs). Following the sale of the Group’s Dutch health insurance business to CZ (1 January 2009), the Group acts as a distributor of certain health insurance products underwritten by CZ which are sold under the Delta Lloyd and OHRA brands, for which the Group receives fees and commissions. In Belgium the Group does not offer general insurance products anymore, as the portfolio has been sold to Fidea in April 2013.

*Asset Management:* The Asset Management segment comprises the activities of Delta Lloyd Asset Management N.V. (**Delta Lloyd Asset Management**) and the asset management activities of various lines of business. Delta Lloyd Asset Management’s product offering includes a range of third-party investor funds

for institutional and retail customers and discretionary mandates for institutional customers. In addition, it manages real estate funds available to the Group and third-party investors, as well as Cyrte Investments B.V. (**Cyrte**). In April 2013, the investment fund Cyrte was split into Cyrte and Dasym Investment Strategies. Cyrte is owned by Delta Lloyd (100%) and will focus on investments in listed technology, media and telecom companies via the Cyrte Latin America, Cyrte Africa and Cyrte Global funds. For Dasym Investment Strategies, Delta Lloyd and Dasym will continue to cooperate on a case-by-case investment basis.

Certain other segments of the Group also manage assets. Delta Lloyd Asset Management has an advisory role in that regard. Institutional fund sales take place primarily through the segments' dedicated sales force. For sales to retail investors, Delta Lloyd Asset Management generally relies on third party banks in the Netherlands, Belgium and Germany, though a small portion of retail fund sales (unit-linked insurance) are distributed through the Groups' own distribution channels. In the Netherlands, funds are distributed largely by Dutch retail banks, including ABN AMRO Bank, Rabobank and ING.

*Banking:* The Group's banking business line offers a range of banking products and services in the Netherlands and Belgium. Its banking products and services in the Netherlands primarily include mortgage loans, as well as savings and *banksparen*, distributed through intermediaries and direct channels. Customers are increasingly taking up *banksparen* as an alternative for individual life products. In the Netherlands, the Group uses Amstelhuys as originator of most of its residential mortgage loans and as a funding vehicle.

In Belgium, the Group offers its services through its own network of branches, as well as through tied agents and direct channels. In 2010, Delta Lloyd Bank Belgium has announced a change in its commercial focus in Belgium. The emphasis shifted from the volume strategy to a client focussed strategy, by targeting the group of customers who expect extra services and appreciate a personal relationship and individual asset management advice. In pursuing this new focus, Delta Lloyd Bank Belgium will adjust its product portfolio, its branch network and its co-operation with independent intermediaries, while keeping an eye on the interests of its existing customer base. On 2 October 2013, the Group announced that it intends to sell its Belgian banking activities.

### 3.5 Stater Nederland B.V.

Stater Nederland B.V. (**Stater**) is the leading service provider for the Dutch mortgage market. In fulfilling this role, Stater focuses on support for mortgage funders in the sale, handling and financing of mortgage portfolios.

After starting life as part of Bouwfonds Hypotheken, Stater started its activities in January 1997 as an independent service provider in the mortgage market. Stater has since grown to become an international force in the market with circa 600 employees.

Stater Nederland B.V. is a 100 per cent subsidiary of Stater N.V., of which the shares are held for 100 per cent by ABN AMRO Bank N.V.

Stater provides activities consisting of mortgage payment transactions and ancillary activities with regard to a total of more than euro 178 billion and approximately 969,000 mortgage loans. In the Netherlands, Stater has a market share of about thirty (30) per cent as of 31 December 2013.

The activities are provided in a completely automated and paperless electronic format. Stater has pioneered the use of technology through its e-transactions concept for owners of residential mortgage loan portfolios and features capabilities to enhance, accelerate and facilitate securitisation transactions.

Stater provides an origination system that includes automated underwriting, allowing loan funders to specify underwriting criteria for each product. A credit-scoring model and a fraud detection system can form part of automated underwriting.

In July 2013, rating agency Fitch affirmed Stater residential “primary servicer” rating at ‘RPS1-NL’. With this rating, which Stater received for its role as "primary servicer", Stater is the top scoring service provider in Europe. Ratings are awarded on a scale from 1 to 5, with 1 being the highest possible ranking.

In 2013 KPMG Netherlands, Stater’s external auditor, issued an ISAE 3402 Type II assurance report on internal processes at Stater for the period 1 January 2013 until 31 October 2013. ISAE 3402 is an internationally recognized assurance standard for reporting on control processes of service organisations. The audit by external auditors is done annually.

Stater's head office is located at Podium 1, 3826 PA, Amersfoort, the Netherlands.

### 3.6 The Issuer Administrator

The Issuer has appointed Intertrust Administrative Services B.V. to act as its Issuer Administrator in accordance with the terms of the Servicing Agreement.

Intertrust Administrative Services B.V. will be appointed as Issuer Administrator pursuant to and under the terms of the Servicing Agreement (see further under section 7.5 (*Servicing Agreement*)). Intertrust Administrative Services B.V. is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands on 20 June 1963. It has its official seat (*statutaire zetel*) in Amsterdam, the Netherlands and its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands. The Issuer Administrator is registered with the trade register (*Handelsregister*) of the Chambers of Commerce in the Netherlands under number 33210270.

The objectives of the Issuer Administrator are (a) to represent financial, economic and administrative interests in the Netherlands and other countries; (b) to act as trust company, as well as to participate in, manage and administer other enterprises, companies and legal entities, and (c) to perform any and all acts which are related, incidental or which may be conducive to the above.

The managing directors of the Issuer Administrator are J.H. Scholts, R. Posthumus and M. Pereboom. The sole shareholder of the Issuer Administrator is Intertrust (Netherlands) B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands. The managing directors of Intertrust (Netherlands) B.V. are O.J.A. van der Nap, P. de Langen, D.J.C. Niezing, A.R. van der Veen and D.P. Stolp. Intertrust (Netherlands) B.V. is also the sole shareholder of the Director of the Issuer and the Shareholder.

Intertrust Management B.V., the sole managing director of both the Issuer and the Shareholder, belongs to the same group of companies as Intertrust Administrative Services B.V., the Issuer Administrator. Therefore a conflict of interests may arise.

Intertrust Administrative Services B.V. as part of Intertrust Capital Markets, completed an ISAE 3402 Type II Report on Controls placed in Operation and Tests of Effectiveness of its services for processing customers' transactions for the period 1 January 2013 until 30 November 2013. ISAE 3402 is an internationally recognized assurance standard for reporting on control processes of service organisations. The audit by external auditors is performed annually and was for 2013 successfully completed on 18 December 2013.

### 3.7 Other Parties

<b>Cash Advance Facility Provider</b>	N.V. Bank Nederlandse Gemeenten, incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Issuer Account Bank</b>	N.V. Bank Nederlandse Gemeenten, incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Directors</b>	Intertrust Management B.V., the sole director of the Issuer and the Shareholder and SGG Securitisation Services B.V., the sole director of the Security Trustee, both incorporated under the laws of the Netherlands as a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), having its corporate seat in Amsterdam, the Netherlands.
<b>Principal Paying Agent</b>	Deutsche Bank AG, London Branch, incorporated under the laws of Germany as a company with limited liability, acting through its London branch.
<b>Paying Agent</b>	Deutsche Bank AG, Amsterdam Branch, incorporated under the laws of Germany as a company with limited liability, acting through its Amsterdam branch.
<b>Reference Agent</b>	Deutsche Bank AG, London Branch, incorporated under the laws of Germany as a company with limited liability, acting through its London branch.
<b>Listing Agent</b>	ABN AMRO Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Common service provider</b>	Deutsche Bank AG, London Branch
<b>Common safekeeper</b>	Euroclear in respect of the Class A Notes and Deutsche Bank AG, London Branch in respect of the Class B Notes.
<b>Savings Insurance Company</b>	Delta Lloyd Levensverzekering N.V., incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).
<b>Bank Savings Participant</b>	Delta Lloyd Bank N.V. incorporated under the laws of the Netherlands as a public company with limited liability ( <i>naamloze vennootschap</i> ).

## 4. THE NOTES

### 4.1 Terms and Conditions of the Notes

*If Notes are issued in definitive form, the Conditions will be as set out below. The Conditions will be endorsed on each Note in definitive form if they are issued. While the Notes remain in global form, the same terms and conditions govern the Notes, except to the extent that they are not appropriate for Notes in global form. See section 4.3 (Form of the Notes) below. In respect of a series of Further Issue Notes (as defined below) when issued, the applicable Final Terms in relation to such series of Further Issue Notes will provide information in respect of, inter alia, the issue date, the issue price and the interest commencement date relating to such series of Further Issue Notes. The applicable Final Terms will be endorsed on, incorporated by reference into, or attached to each issued Further Issue Note.*

The issue of the euro 320,000,000 fixed rate until the First Optional Redemption Date, thereafter floating rate Class A1 Mortgage-Backed Notes 2014 due 2058 (the **First Issue Class A1 Notes**), euro 200,000 fixed rate until the First Optional Redemption Date, thereafter floating rate Class A2 Mortgage-Backed Notes 2014 due 2058 (the **First Issue Class A2 Notes**), euro 200,000 fixed rate until the First Optional Redemption Date, thereafter floating rate Class A3 Mortgage-Backed Notes 2014 due 2058 (the **First Issue Class A3 Notes**), euro 200,000 fixed rate until the First Optional Redemption Date, thereafter floating rate Class A4 Mortgage-Backed Notes 2014 due 2058 (the **First Issue Class A4 Notes** and together with the First Issue Class A1 Notes, the First Issue Class A2 Notes and the First Issue Class A3 Notes, the **First Issue Class A Notes**) and the euro 32,100,000 fixed rate Class B Mortgage-Backed Notes 2014 due 2058 (the **First Issue Class B Notes** and together with the First Issue Class A Notes, the **First Issue Notes**) was authorised by a resolution of the managing director of iArena B.V. (the **Issuer**) passed on 20 May 2014.

In addition, the Issuer may, but is not obliged to, on any Business Day up to and including the Notes Payment Date falling in May 2026 issue series of notes denominated in euro subject to and in accordance with Condition 1(b) (each an **Issue Date**) which will be fungible with the relevant class of First Issue Class A Notes or First Issue Class B Notes (the **Further Issue Class A Notes** and **Further Issue Class B Notes**, respectively, and together the **Further Issue Notes** and upon issue together with the First Issue Class A Notes or First Issue Class B Notes, the **Class A Notes** and **Class B Notes**, respectively and the Class A Notes together with the Class B Notes, the **Notes**).

The Further Issue Notes are identical to the relevant class of First Issue Notes in all respects (including as to listing) and expressed to be consolidated and form a single series from the date on which such consolidation is expressed to take effect except for their respective Issue Dates, interest commencement dates and/or issue prices, which will be specified in the applicable final terms (the **Final Terms**), which will be filed with the AFM and delivered to Euronext Amsterdam on or before each relevant Issue Date.

The Notes are issued under a trust deed dated 27 May 2014 (the **Trust Deed**) between the Issuer, Stichting Holding iArena and Stichting Security Trustee iArena (the **Security Trustee**).

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of (i) the Trust Deed, which will include the form of the Notes and the interest coupons appertaining to the Notes (the **Coupons**) and the forms of the temporary global notes (the **Temporary Global Notes**) and the permanent global notes (the **Permanent Global Notes**), (ii) a paying agency agreement (the **Paying Agency Agreement**) dated 26 May 2014 between the Issuer, the Security Trustee, Deutsche Bank AG, London Branch as principal paying agent (the **Principal Paying Agent**) and as reference agent (the **Reference Agent**) and Deutsche Bank AG, Amsterdam Branch as paying agent (the **Paying Agent** and together with the Principal Paying Agent, the **Paying Agents**), (iii) a servicing agreement (the **Servicing Agreement**) dated 27 May 2014 between the Issuer, Delta Lloyd Bank N.V. as servicer (the **Servicer**) and non-performing mortgage loan servicer (the **Non-performing Mortgage Loan Servicer**), Intertrust Administrative Services B.V., as issuer administrator (the **Issuer Administrator**) and the Security Trustee,

(iv) a parallel debt agreement (the **Parallel Debt Agreement**) dated 26 May 2014 between the Issuer, the Security Trustee and the Secured Creditors, (v) a pledge agreement (the **Issuer Rights Pledge Agreement** dated 27 May 2014 between, amongst others, the Issuer and the Security Trustee, (vi) a pledge agreement dated between the Issuer, the Security Trustee and others (the **Issuer Mortgage Receivables Pledge Agreement**, and together with the Issuer Rights Pledge Agreement, the **Pledge Agreements**).

Unless otherwise defined herein, words and expressions used in these Conditions are defined in a master definitions agreement (the **Master Definitions Agreement**) dated 26 May 2014 and signed by the Issuer, the Security Trustee, the Paying Agents and certain other parties. Such words and expressions shall, except where the context requires otherwise, have the same meanings in these Conditions. If the definitions in the Master Definitions Agreement would conflict with definitions used herein, the definitions of these Conditions shall prevail. As used herein, **Class** means either the Class A Notes (being the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes jointly) or the Class B Notes, as the case may be.

Copies of the Trust Deed, the Paying Agency Agreement, the Parallel Debt Agreement, the Pledge Agreements and the Master Definitions Agreement and certain other Transaction Documents are available for inspection, free of charge, by Noteholders and prospective noteholders at the specified office of the Security Trustee, being at the date hereof Claude Debussylaan 24, 1082 MD Amsterdam, the Netherlands. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Paying Agency Agreement, the Parallel Debt Agreement, the Pledge Agreements and the Master Definitions Agreement.

## **1. Form, Denomination and Title and Further Issue Notes**

- (a) Each of the Notes will be in bearer form serially numbered with Coupons attached on issue in denominations of euro 100,000 each. Under Dutch law, the valid transfer of Notes requires, *inter alia*, delivery (*levering*) thereof. The Issuer, the Security Trustee and the Paying Agents may, to the fullest extent permitted by law, treat the holder of any Note and of the Coupons appertaining thereto as its absolute owner for all purposes (whether or not payment under such Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing thereon or any notice of previous loss or theft thereof) for any purposes, including payment and no person shall be liable for so treating such holder. The signatures on the Notes will be in facsimile.
- (b) The Issuer may, but is not obliged to, on any Business Day up to and including the Notes Payment Date falling in May 2026 without the consent of the Noteholders issue Further Issue Notes having terms and conditions the same as the respectively Class of First Issue Notes and the same in all respects save for the issue price and/or the first interest period, so that the same shall be consolidated and form a single series with the existing relevant Class of Notes in accordance with the Trust Deed subject to the fulfilment of each of the following conditions:
- (i) the Further Issue Notes shall rank *pari passu* in all respects with the respective Class of Notes then outstanding;
  - (ii) no Event of Default shall have occurred which is continuing or will occur as a consequence of such issuance;
  - (iii) no debit balance on the Principal Deficiency Ledger;
  - (iv) no Enforcement Notice has been delivered to the Issuer by the Security Trustee;
  - (v) the proceeds of such issuance are applied towards the purchase of New Mortgage Receivables on such Issue Date;

- (vi) the ratings of the outstanding Notes will not be adversely affected as a consequence of such issuance;
- (vii) the Further Issue Class A Notes, on issue, are assigned a rating by DBRS equal to the then current rating of the relevant Class A Notes;
- (viii) in respect of an issue of Further Issue Class A Notes, on such Issue Date a *pro rata* amount of Further Issue Class B Notes is issued by the Issuer; and
- (ix) on such Issue Date, the Issuer will replenish the Reserve Account up to the Reserve Account Required Amount.

## 2. Status, Relationship between the Classes of Notes and Security

- (a) The Notes of each Class are direct and unconditional obligations of the Issuer and rank at all times *pari passu* and rateably without any preference or priority among Notes of the same Class. The Class A Notes comprise of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes and the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes rank *pari passu* and *pro rata* in accordance with the respective amounts outstanding thereunder without any preference or priority among all Notes of such Class in respect of the Security and payments of interest. Provided that no Enforcement Notice has been given, payments of principal on the Class A Notes are applied firstly to the Class A1 Notes, secondly to the Class A2 Notes, thirdly to the Class A3 Notes and then to the Class A4 Notes.
- (b) In accordance with and subject to the provisions of Conditions 4, 6 and 9 and the Trust Deed (i) payments of principal and interest on the Class B Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes.
- (c) The security for the obligations of the Issuer towards the Noteholders (the **Security**) will be created pursuant to, and on the terms set out in, the Trust Deed, the Parallel Debt Agreement and the Pledge Agreements, which will create the following security rights:
  - (i) a first ranking "undisclosed" pledge by the Issuer to the Security Trustee on the Mortgage Receivables and the Beneficiary Rights and ancillary rights; and
  - (ii) a first ranking "disclosed" pledge by the Issuer to the Security Trustee on the Issuer's rights
    - (a) against the Sellers under or in connection with the Mortgage Receivables Purchase Agreement;
    - (b) against the Servicer and the Non-performing Mortgage Loan Servicer and the Issuer Administrator under or in connection with the Servicing Agreement;
    - (c) against the Cash Advance Facility Provider under or in connection with the Cash Advance Facility Agreement;
    - (d) against the Issuer Account Bank under or in connection with the Issuer Account Agreement;
    - (e) against the Savings Insurance Company under or in connection with the Insurance Savings Participation Agreement;
    - (f) against the Bank Savings Participant under or in connection with the Bank Savings Participation Agreement; and
    - (g) against the Issuer Account Bank in respect of the Issuer Transaction Accounts;
- (d) The Notes will be secured (indirectly through the Parallel Debt) by the Security. The Class A Notes (being the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes jointly) will rank in priority to the Class B Notes. The **Most Senior Class of Notes** means the Class A Notes or if there are no Class A Notes outstanding, the Class B Notes.

The Trust Deed contains provisions requiring the Security Trustee to have regard to the interests of the holders of the Class A Notes (the **Class A Noteholders**) and the holders of the Class B Notes (the **Class B Noteholders**), as regards all powers, trust, authorities, duties and discretions of the

Security Trustee (except where expressly provided otherwise). If there is a conflict of interest between any Classes of Noteholders, the Security Trustee shall have regard only to the interest of the Most Senior Class of Noteholders. In addition, the Security Trustee shall have regard to the interests of the other Secured Creditors, provided that in case of a conflict of interest between the Secured Creditors, the Priority of Payments upon Enforcement set forth in the Trust Deed determines which interest of which Secured Creditor prevails.

### **3. Covenants of the Issuer**

So long as any of the Notes remain outstanding, the Issuer shall carry out its business in accordance with proper and prudent Dutch business practice and in accordance with the requirements of Dutch law and accounting practice and shall not, except (i) to the extent permitted by the Mortgage Receivables Purchase Agreement, the Servicing Agreement, the Pledge Agreements, the Parallel Debt Agreement, the Issuer Account Agreement, the Cash Advance Facility Agreement, the Participation Agreements, the Notes Purchase Agreement, the Notes, the Paying Agency Agreement, the Beneficiary Waiver Agreement, the Management Agreements, the Subordinated Loan Agreement, the Deed of Assignment, the Trust Deed and any deed of purchase and assignment of Further Advance Receivables and New Mortgage Receivables (and together with the Master Definitions Agreement, the **Transaction Documents**) or (ii) with the prior written consent of the Security Trustee:

- (a) carry out any business other than as described in the Base Prospectus dated 26 May 2014 relating to the issue of the Notes and as contemplated in the Transaction Documents;
- (b) incur or permit to subsist any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness, except as contemplated in the Transaction Documents;
- (c) create or promise to create any mortgage, charge, pledge, lien or other security interest whatsoever over any of its assets, or use, invest, sell, transfer or otherwise dispose of or grant any options or rights to any part of its assets, except as contemplated in the Transaction Documents;
- (d) consolidate or merge with any other person or convey or transfer its properties or assets substantially or as an entirety to one or more persons;
- (e) permit the validity or effectiveness of the Trust Deed, the Parallel Debt Agreement or the Pledge Agreements and/or the priority of the Security created thereby or pursuant thereto to be amended, terminated, waived, postponed or discharged, or permit any person whose obligations form part of such security rights to be released from such obligations except as contemplated in the Transaction Documents;
- (f) have any employees or premises or have any subsidiary or subsidiary undertaking;
- (g) have an interest in any bank account other than the Issuer Transaction Accounts, unless all rights in relation to such account have been pledged to the Security Trustee as provided in Condition 2(c)(ii); or
- (h) take any corporate action for its entering into a (preliminary) suspension of payments or bankruptcy or its dissolution and liquidation or for its conversion into a legal foreign entity.

### **4. Interest**

Any payments to be made pursuant to this Condition 4 are subject to Condition 9(a).

(a) *Period of accrual*

Each Note shall bear interest on its Principal Amount Outstanding (as defined in Condition 6(g)) from and including the Closing Date. Each Note (or in the case of the redemption of part only of a Note that part only of such Note) shall cease to bear interest from its due date for redemption unless, upon due presentation, payment of the relevant amount of principal or any part thereof is improperly withheld or refused. In such event, interest will continue to accrue thereon (before and after any judgement) at the rate applicable to such Note up to but excluding the date on which, on presentation of such Note, payment in full of the relevant amount of principal is made or (if earlier) the seventh calendar day after notice is duly given by the Paying Agents to the holder thereof (in accordance with Condition 13) that upon presentation thereof, such payments will be made, provided that upon such presentation thereof being duly made, payment is in fact made.

Whenever it is necessary to compute an amount of interest in respect of any Note for any period, such interest shall be calculated on the basis of the actual days elapsed in such period and a 360 day year.

(b) *Interest Periods and Notes Payment Dates*

Interest on the Notes is payable by reference to successive interest periods (each an **Interest Period**) and will be payable quarterly in arrear in euro in respect of the Principal Amount Outstanding on the 17<sup>th</sup> day of each February, May, August and November (or, if such day is not a Business Day, the next succeeding Business Day, unless such day falls in the next succeeding calendar month in which case the Business Day immediately preceding such 17<sup>th</sup> day) (each such day being a **Notes Payment Date**). A **Business Day** means a day on which banks are open for business in Amsterdam and London, provided that such day is also a day on which the Trans-European Automated Real-Time Gross-Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (**TARGET 2**) or any successor thereto is operating credit or transfer instructions in respect of payments in euro. Each successive Interest Period will commence on (and include) a Notes Payment Date and end on (but exclude) the next succeeding Notes Payment Date, except for the first Interest Period, which will commence on (and include) the Closing Date and will end on (but exclude) the Notes Payment Date falling in August 2014.

(c) *Interest on the Notes up to (but excluding) the relevant First Optional Redemption Date*

The Class A1 Notes will bear interest at a fixed rate of 3.35 per cent. per annum.

The Class A2 Notes will bear interest at a fixed rate of 3.35 per cent. per annum.

The Class A3 Notes will bear interest at a fixed rate of 3.35 per cent. per annum.

The Class A4 Notes will bear interest at a fixed rate of 3.35 per cent. per annum.

The Class B Notes will bear interest at a fixed rate of 0.01 per cent. per annum.

(d) *Interest following the relevant First Optional Redemption Date*

If on the Class A1 First Optional Redemption Date, the Class A2 First Optional Redemption Date, the Class A3 First Optional Redemption Date or the Class A4 First Optional Redemption Date, the relevant Class of Notes have not been redeemed in full, the relevant Class of Notes will bear a floating rate of interest equal to the sum of Euribor for three month deposits in euros, payable by reference to Interest Periods on each succeeding Notes Payment Date, plus a margin of 1.5 per cent. per annum with Euribor for three month deposits in euros floored at 2.0 per cent and capped at 6.0 per cent .

If on the Class B First Optional Redemption Date, Class B Notes have not been redeemed in full, the Class B Notes will continue to bear interest at a fixed rate of 0.01 per cent. per annum.

Each of rates of interest set forth in Conditions 4(c) and 4(d) is hereinafter referred to an **Interest Rate**.

(e) *EURIBOR*

For the purpose of Conditions 4(c) and (d) Euribor will be determined as follows:

- (i) The Reference Agent will obtain for each Interest Period the rate equal to the amount of EURIBOR for three months deposits in euros. The Reference Agent shall use the EURIBOR rate as determined and published jointly by the European Banking Federation and ACI - The Financial Market Association and which appears for information purposes on the Reuters Screen EURIBOR 01 (or, if not available, any other display page on any screen service maintained by any registered information vendor for the display of the EURIBOR rate selected by the Reference Agent) as at or about 11.00 a.m. Amsterdam time on the day that is two Business Days prior to the first day of each Interest Period (each an **Interest Determination Date**);
- (ii) If, on the relevant Interest Determination Date, such EURIBOR rate is not determined and published jointly by the European Banking Federation and ACI - The Financial Market Association, or if it is not otherwise reasonably practicable to calculate the rate under (i) above, the Reference Agent will:
  - (A) request the principal euro-zone office of each of four major banks in the euro-zone interbank market (the **Reference Banks**) to provide a quotation for the rate at which three month euro deposits are offered by it in the euro-zone interbank market at approximately 11.00 a.m. Amsterdam 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; and determine the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of such quotation as is provided; and
  - (B) if fewer than two such quotations are provided as requested, the Reference Agent will determine the arithmetic mean (rounded, if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks, of which there shall be at least two in number, in the euro-zone, selected by the Reference Agent, at approximately 11.00 a.m. Amsterdam time on the relevant Interest Determination Date for three month deposits to leading euro-zone banks in an amount that is representative for a single transaction in that market at that time,

and EURIBOR for such Interest Period shall be the rate per annum equal to the euro interbank offered rate for euro deposits as determined in accordance with this paragraph (e), provided that if the Reference Agent is unable to determine EURIBOR in accordance with the above provisions in relation to any Interest Period, EURIBOR applicable to the relevant Class of Notes during such Interest Period will be EURIBOR last determined in relation thereto.

(f) *Determination of Interest Rate and Calculation of Interest Amounts*

The Reference Agent will, as soon as practicable after 11.00 a.m. Amsterdam time on each Interest Determination Date, determine the Interest Rate for each Class of Notes and calculate the amount of interest payable on each relevant Class of Notes for the following Interest Period (the **Interest Amount**) by applying the relevant Interest Rate to the Principal Amount Outstanding of each Class

of Notes respectively on the first calendar day of such Interest Period. The determination of the relevant Interest Rate and each Interest Amount by the Reference Agent shall (in the absence of manifest error) be final and binding on all parties.

(g) *Notification of Interest Rate and Interest Amounts*

The Reference Agent will cause the relevant Notes Payment Date, the relevant Interest Rate and the relevant Interest Amounts to be notified to the Issuer, the Security Trustee, the Paying Agents, the Issuer Administrator and to the holders of such Class of Notes, as long as the Notes are admitted to listing, trading and/or quotation on Euronext Amsterdam or by any other competent authority, stock exchange and/or quotation system, notice shall also be published in such other place as may be required by the rules and regulations of such competent authority, stock exchange and/or quotation system, as soon as possible after the determination. The Interest Amount, the Rate of Interest and the Notes Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

(h) *Determination or Calculation by Security Trustee*

If the Reference Agent at any time for any reason does not determine the relevant Interest Rate or fails to calculate the relevant Interest Amounts in accordance with paragraph (f) above, the Security Trustee shall determine the relevant Interest Rate at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described in paragraph (e) above), it shall deem fair and reasonable under the circumstances, or, as the case may be, the Security Trustee shall calculate the Interest Amounts in accordance with paragraph (f) above, and each such determination or calculation shall (in the absence of a manifest error) be final and binding on all parties.

(i) *Reference Agent*

The Issuer will procure that, as long as any of the Notes remains outstanding, there will at all times be a Reference Agent. The Issuer has, subject to prior written consent of the Security Trustee, the right to terminate the appointment of the Reference Agent by giving at least 90 calendar days' notice in writing to that effect. Notice of any such termination will be given to the holders of the relevant Class of Notes in accordance with Condition 13. If any person shall be unable or unwilling to continue to act as a Reference Agent or if the appointment of the Reference Agent shall be terminated, the Issuer will, with the prior written consent of the Security Trustee, appoint a successor Reference Agent to act in its place, provided that neither the resignation nor removal of the Reference Agent shall take effect until a successor approved in writing by the Security Trustee has been appointed.

## **5. Payment**

- (a) Payment of principal and interest in respect of Notes will be made upon presentation of the Note and against surrender of the relevant Coupon appertaining thereto, at any specified office of the Paying Agents in cash or by transfer to a euro account maintained by the payee with a bank in the Netherlands, as the holder may specify. All such payments are subject to any fiscal or other laws and regulations applicable in the place of payment.
- (b) At the Final Maturity Date (as defined in Condition 6), or such earlier date the Notes become due and payable, the Notes must be presented for payment together with all matured Coupons appertaining thereto.
- (c) If the relevant Notes Payment Date is not a day on which banks are open for business in the place of presentation of the relevant Note or Coupon, the holder thereof shall not be entitled to payment until

the next Business Day following such day, or to any interest or other payment in respect of such delay, provided that in the case of payment by transfer to a euro account as referred to above, the Paying Agents shall not be obliged to credit such account until the day on which banks in the place of such account are open for business immediately following such Business Day. The name of each of the Paying Agents and of its offices are set out below.

- (d) The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agents and to appoint additional or other paying agents provided that no paying agent located in the United States of America will be appointed and for as long as the Notes are listed on Euronext Amsterdam the Issuer will at all times maintain a paying agent having a specified office in the European Union. Notice of any termination or appointment of a Paying Agent and of any changes in the specified offices of the Paying Agents will be given to the Noteholders in accordance with Condition 13.

## 6. Redemption

Any payments to be made in accordance with this Condition 6 are subject to Condition 9(b).

### (a) *Final redemption*

Unless previously redeemed as provided below, the Issuer will, subject to Condition 9(b), redeem the Notes at their Principal Amount Outstanding on the Notes Payment Date falling in May 2058 (the **Final Maturity Date**).

### (b) *Mandatory Redemption of the Notes*

Provided that no Enforcement Notice has been served in accordance with Condition 10, on each Notes Payment Date, the Issuer shall be obliged to apply the Redemption Available Amount (as defined below), including in the case the Sellers exercise the Regulatory Call Option and/or Clean-up Call Option, to redeem (or, other than in connection with the case of exercise the Regulatory Call Option and/or Clean-up Call Option, partially redeem) the Notes at their Principal Amount Outstanding on a *pro rata* basis in accordance with their respective Principal Amounts Outstanding in the following order:

- (i) *first*, the Class A1 Notes until fully redeemed, thereafter the Class A2 Notes until fully redeemed, thereafter the Class A3 Notes until fully redeemed and thereafter the Class A4 Notes until fully redeemed; and
- (ii) *second*, the Class B Notes until fully redeemed.

Following application of the Redemption Amount, the Principal Amount Outstanding of such Note shall be reduced accordingly.

### (c) *Determination of Redemption Amount, Available Principal Funds and the Principal Amount Outstanding*

- (i) On each Notes Calculation Date, the Issuer shall determine (or cause the Issuer Administrator to determine) (a) the Redemption Amount of each Note, (b) the Available Principal Funds and (c) the Principal Amount Outstanding of the relevant Note on the first calendar day of the next following Interest Period. Each determination by or on behalf of the Issuer of any Redemption Amount or the Principal Amount Outstanding of a Note shall in each case (in the absence of manifest error) be final and binding on all persons.
- (ii) The Issuer will cause each determination of (a) the Redemption Amount, (b) the Available Principal Funds and (c) the Principal Amount Outstanding of the Notes to be notified

forthwith to the Security Trustee, the Paying Agents, the Reference Agent, Euroclear, Clearstream, Luxembourg, Euronext Amsterdam and to the holders of Notes and as long as the Notes are admitted to listing, trading and/or quotation on Euronext Amsterdam or by any other competent authority, stock exchange and/or quotation system, such notice is to be published in such place as may be required by the rules and regulations of Euronext Amsterdam or such competent authority, stock exchange and/or quotation system. Any such notice shall be deemed to have been given on the first date of such publication, but in any event no later than one business days prior to the relevant Notes Payment Date. If the Redemption Amount in respect of any Note on any applicable Notes Payment Date is zero, a notice to this effect will be given to the Noteholders in accordance with Condition 13.

- (iii) If the Issuer does not at any time for any reason determine (or cause the Issuer Administrator to determine) (a) the Redemption Amount, (b) the Available Principal Funds and (c) the Principal Amount Outstanding of the relevant Note, such (a) Redemption Amount, (b) Available Principal Funds and (c) Principal Amount Outstanding of the relevant Note shall be determined by the Security Trustee in accordance with this paragraph (c) and paragraph (b) above (but based upon the information in its possession as to the Available Principal Funds and the Available Revenue Funds) and shall in each case (in the absence of a manifest error) be final and binding on all persons and each such determination or calculation shall be deemed to have been made by the Issuer.
- (iv) Following application of the Redemption Amount, the Principal Amount Outstanding of such Note shall be reduced accordingly.

(d) *Optional Redemption*

Unless previously redeemed in full, on the Notes Payment Date falling:

- (i) in respect of the Class A1 Notes, in May 2024 and on each Notes Payment Date thereafter (each a **Class A1 Optional Redemption Date**);
- (ii) in respect of the Class A2 Notes, in May 2025 and on each Notes Payment Date thereafter (each a **Class A2 Optional Redemption Date**);
- (iii) in respect of the Class A3 Notes, in November 2025 and on each Notes Payment Date thereafter (each a **Class A3 Optional Redemption Date**);
- (iv) in respect of the Class A4 Notes, in May 2026 and on each Notes Payment Date thereafter (each a **Class A4 Optional Redemption Date** and together with the Class A1 Optional Redemption Date, the Class A2 Optional Redemption Date and the Class A3 Optional Redemption Date, the **Class A Optional Redemption Dates** and each a **Class A Optional Redemption Date**);
- (v) In respect of the Class B Notes, in May 2026 and on each Notes Payment Date thereafter (each a **Class B Optional Redemption Date**, and together with the Class A Optional Redemption Dates, the **Optional Redemption Dates** and each an **Optional Redemption Date**),

the Issuer may, at its option, subject to Condition 9(b), redeem all (but not some only) of the relevant Class A Notes at their Principal Amount Outstanding on such date in accordance with this Condition 6(d). In addition thereto the Issuer may, at its option, subject to Condition 9(b) and subject to Credit Rating Agency Confirmation, redeem a *pro rata* part of the Class B Notes on each Class A Optional Redemption Date on which it redeems the relevant Class A Notes.

The Issuer shall notify the exercise of such option by giving not more than 60 nor less than 30 calendar days' written notice to the Security Trustee and the Noteholders in accordance with Condition 13, prior to the relevant Optional Redemption Date. In the event that on such Optional Redemption Date there is a Principal Shortfall (as defined in Condition 9) in respect of the Class B Notes, the Issuer may, at its option, subject to Condition 9(b), partially redeem all (but not some only) Class B Notes at their Principal Amount Outstanding less the relevant Principal Shortfall.

(e) *Redemption for tax reasons*

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Notes Payment Date, at their Principal Amount Outstanding, if the Issuer has satisfied the Security Trustee that:

- (i) the Issuer is or will be obliged to make any withholding or deduction for, or on account of, any taxes, duties, or charges of whatsoever nature from payments in respect of any Class of Notes as a result of any change in, or amendment to, the application of the laws or regulations (including any guidelines issued by the tax authorities) of the Netherlands or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which becomes effective on or after the Closing Date and such obligation cannot be avoided by the Issuer taking reasonable measures available to it (a **Tax Change**); and
- (ii) the Issuer will have sufficient funds available on the Notes Calculation Date immediately preceding such Notes Payment Date to discharge all amounts of principal and interest (if any) due in respect of each Class of the Notes in accordance with the Trust Deed and any amounts required to be paid in priority to or *pari passu* with each Class of Notes.

No Class of Notes may be redeemed under such circumstances unless all Classes of Notes (or such of them as are then outstanding) are also redeemed in full at the same time.

The Issuer shall notify the occurrence of the Tax Change and the exercise of such option by giving not more than 60 nor less than 30 calendar days' written notice to the Noteholders and the Security Trustee prior to the relevant Notes Payment Date.

(f) *Definitions*

For the purpose of these Conditions the following terms shall have the following meanings:

- (i) The term **Principal Amount Outstanding** on any Notes Payment Date of any Note shall be the principal amount of that Note upon issue less the aggregate amount of all Redemption Amounts in respect of that Note that have become due and payable prior to such Notes Payment Date provided that for the purpose of Conditions 4, 6 and 10 all Redemption Amounts that have become due and not been paid, notwithstanding duly presentation of the relevant Note, shall not be so deducted;
- (ii) The term **Redemption Available Amount** shall mean the Available Principal Funds less the Replenishment Available Amount on the relevant Notes Payment Date; and
- (iii) The term **Redemption Amount** shall mean on the relevant Notes Payment Date the amount (if any) (rounded down to the nearest euro) of the Available Principal Funds (as applicable to each Class of Notes), divided by the number of Notes of such Class, subject to such redemption, provided always that the Redemption Amount may never exceed the Principal Amount Outstanding of the relevant Note.

## **7. Taxation**

All payments in respect of the Notes will be made without withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatsoever nature, unless the Issuer or the Paying Agents (as applicable) is required by applicable law to make any payment in respect of the Notes subject to the withholding or deduction of such taxes, duties, assessments or charges are required by law. In that event, the Issuer or the Paying Agents (as the case may be) shall make such payment after the required 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 Paying Agents nor the Issuer will be obliged to make any additional payments to the Noteholders in respect of such withholding or deduction.

## **8. Prescription**

Claims against the Issuer for payment in respect of the Notes and Coupons shall become prescribed and become void unless made within five years from the date on which such payment first becomes due.

## **9. Subordination and Limited Recourse**

### *(a) Interest*

In the event that on any Notes Payment Date the Issuer has insufficient funds available to it to satisfy its obligations in respect of amounts of interest due on the Class A Notes on such Notes Payment Date and such interest is not paid within fifteen calendar days from the relevant Notes Payment Date, this will constitute an Event of Default in accordance with Condition 10(a).

Interest (if any) on the Class B Notes shall be payable in accordance with the provisions of Conditions 4 and 5, subject to the terms of this Condition.

In the event that on any Notes Payment Date the Issuer has insufficient funds available to it to satisfy its obligations in respect of amounts of interest due on the Class B Notes on such Notes Payment Date, the amount available (if any) shall be applied *pro rata* to the amount of the interest due on such Notes Payment Date to the holders of the Class B Notes. In the event of a shortfall, the Issuer shall credit the Class B Interest Deficiency Ledger with an amount equal to the amount by which the aggregate amount of interest paid on the Class B Notes on any Notes Payment Date in accordance with this Condition falls short of the aggregate amount of interest payable on the Class B Notes on that date pursuant to Condition 4. Such shortfall shall not be treated as due on that date for the purposes of Condition 4, but shall accrue interest as long as it remains outstanding at the rate of interest applicable to the Class B Notes for such period, and a *pro rata* share of such shortfall and accrued interest thereon shall be aggregated with the amount of, and treated for the purpose of these Conditions as if it were interest due, subject to this Condition, on each Class B Note on the next succeeding Notes Payment Date.

### *(b) Principal*

In the event that on any Notes Payment Date the Issuer has insufficient funds available to it to satisfy its obligations in respect of amounts of principal due on the Class A Notes on such Notes Payment Date and such principal is not paid within fifteen (15) calendar days from the relevant Notes Payment Date, this will constitute an Event of Default in accordance with Condition 10(a).

Any payments to be made in accordance with Condition 6 are subject to this Condition 9(b).

Until the date on which the Principal Amount Outstanding of the Class A Notes is reduced to zero, the Class B Noteholders will not be entitled to any repayment of principal in respect of the Class B Notes, except for the *pro rata* redemption of the Class B Notes as set out in Condition 6(d). If, on any Notes Payment Date, there is a balance on the Class B Principal Deficiency Ledger, then, notwithstanding any other provisions of these Conditions, the principal amount payable on redemption of each Class B Note on such Notes Payment Date shall not exceed its Principal Amount Outstanding less the relevant Principal Shortfall on such Notes Payment Date. The Class B Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Class B Notes the date on which the Issuer no longer holds any Mortgage Receivables and there is no balance standing to the credit of the Issuer Transaction Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

**Principal Shortfall** shall mean an amount equal to the balance of the Principal Deficiency Ledger of the relevant Class divided by the number of Notes of the relevant Class of Notes on the relevant Notes Payment Date.

(c) *Limited Recourse*

In the event that the Security in respect of the Notes has been fully enforced and the proceeds of such enforcement, after payment of all other claims ranking, according to the Trust Deed, in priority to the relevant Class of Notes are insufficient to pay in full all principal and interest and other amounts whatsoever due in respect of such Class of Notes, the Noteholders of such Class shall have no further claim, of whatever nature, against the Issuer or the Security Trustee in respect of any such unpaid amounts. If, on any date, the Security is to be enforced and the proceeds of the enforcement would be insufficient to fully redeem the Class A Notes in full, such loss will be borne, *pro rata* and *pari passu*, by the holders of the Class A Notes.

**10. Events of Default**

The Security Trustee at its discretion may, and, if so directed by an Extraordinary Resolution of the Class A Noteholders or if no Class A Notes are outstanding, by an Extraordinary Resolution of the holders of the Most Senior Class of Notes (subject to, in each case, being indemnified to its satisfaction) (in each case, the **Relevant Class**), shall (but in the case of the occurrence of any of the events mentioned in (b) below, only if the Security Trustee shall have certified in writing to the Issuer that such an event is, in its opinion, materially prejudicial to the Noteholders of the Relevant Class) give notice (an **Enforcement Notice**) to the Issuer that the Notes are, and each Note shall become, immediately due and payable at their or its Principal Amount Outstanding, together with accrued interest, if any of the following events shall occur (each an **Event of Default**):

- (a) default is made for a period of fifteen (15) calendar days or more in the payment on the due date of any amount due in respect of the Notes of the relevant Class; or
- (b) the Issuer fails to perform any of its other obligations binding on it under the Notes of the Relevant Class, the Trust Deed, the Paying Agency Agreement or the Pledge Agreements and, except where such failure, in the reasonable opinion of the Security Trustee, is incapable of remedy, such default continues for a period of thirty calendar days after written notice thereof was given by the Security Trustee to the Issuer requiring the same to be remedied; or
- (c) if a conservatory attachment (*conservatoir beslag*) or an executory attachment (*executoriaal beslag*) on any major part of the Issuer's assets is made and not discharged or released within a period of thirty (30) calendar days; or

- (d) if any order shall be made by any competent court or other authority or a resolution passed for the dissolution or liquidation of the Issuer or for the appointment of a liquidator or receiver of the Issuer or of all or substantially all of its assets; or
- (e) the Issuer makes an assignment for the benefit of, or enters into any general assignment (*akkoord*) with, its creditors; or
- (f) the Issuer files a petition for a (preliminary) suspension of payments (*surseance van betaling*) or for bankruptcy (*faillissement*) or has been declared bankrupt or becomes subject to any other regulation having a similar effect; or
- (g) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Trust Deed or the Security,

provided that, if more than one Class of Notes is outstanding, no Enforcement Notice may or shall be given by the Security Trustee to the Issuer in respect of any Class of Notes ranking junior to the Most Senior Class of Notes irrespective of whether an Extraordinary Resolution is passed by the holders of such Class or Classes of Notes ranking junior to the Most Senior Class of Notes, unless an Enforcement Notice in respect of the Most Senior Class of Notes has been given by the Security Trustee. In exercising its discretion as to whether or not to give an Enforcement Notice to the Issuer in respect of the Most Senior Class of Notes, the Security Trustee shall not be required to have regard to the interests of the holders of any Class of Notes ranking junior to the Most Senior Class of Notes.

## **11. Enforcement**

- (a) At any time after the Notes of any Class become due and payable as a result of an Enforcement Notice, the Security Trustee may, at its discretion and without further notice, take such steps and/or institute such proceedings as it may think fit to enforce the terms of the Parallel Debt Agreement (including the making of a demand of payment thereunder), the Trust Deed, the Pledge Agreements and the Notes, but it need not take any such proceedings unless (i) it shall have been directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes and (ii) it shall have been indemnified to its satisfaction.
- (b) No Noteholder may proceed directly against the Issuer unless the Security Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.
- (c) The Noteholders and the Security Trustee may not institute against, or join any person in instituting against, the Issuer any bankruptcy, reorganisation, arrangement, insolvency or liquidation proceeding until the expiry of a period of at least one (1) year after the latest maturing Note is paid in full. The Noteholders accept and agree that the only remedy against the Issuer after any of the Notes have become due and payable pursuant to Condition 10 above is to enforce the Security.

## **12. Indemnification of the Security Trustee**

The Trust Deed contains provisions for the indemnification of the Security Trustee in the circumstances set out herein and for its relief from responsibility. The Security Trustee is entitled to enter into commercial transactions with the Issuer and/or any other party to the Transaction Documents without accounting for any profit resulting from such transaction.

## **13. Notices**

With the exception of the publications of the Reference Agent in Condition 4 and of the Issuer in Condition 6, (other than where specifically referred to this Condition therein), all notices to the

Noteholders will only be valid if published in at least one daily newspaper of wide circulation in the Netherlands, or, if such newspaper shall cease to be published or timely publication therein shall not be practicable, in such English language newspaper as the Security Trustee shall approve having a general circulation in Europe and, as long as the Notes are admitted to listing, trading and/or quotation on Euronext Amsterdam or by any other competent authority, stock exchange and/or quotation system, notice shall also be published in such other place as may be required by the rules and regulations of such competent authority, stock exchange and/or quotation system. Any such notice shall be deemed to have been given on the first date of such publication.

Until such time as any notes in definitive form are issued, there may (provided that, in the case of any publication required by a listing authority, stock exchange and/or quotation system, the rules of the listing authority, stock exchange and/or quotation system so permit), so long as the Global Note(s) is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for publication in some or all of the newspapers referred to above, the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the first day after the day on which the said notice was received by Euroclear and Clearstream, Luxembourg.

#### **14. Meetings of Noteholders; Modification; Consents; Waiver**

The Trust Deed contains provisions for convening meetings of the Noteholders of any Class or one or more Classes jointly to consider matters affecting the interests, including the sanctioning by Extraordinary Resolution, of such Noteholders of the relevant Class of a change of any of these Conditions or any provisions of the Transaction Documents. Instead of at a general meeting, a resolution of the Noteholders of the relevant Class may be passed in writing, including by telegram, facsimile or telex transmission, or in the form of a message transmitted by any accepted means of communication and received or capable of being produced in writing, provided that all Noteholders with the right to vote have voted in favour of the proposal. The Issuer shall notify the Credit Rating Agencies of any resolutions passed by the Noteholders.

##### *(a) Meeting of Noteholders*

A meeting of Noteholders may be convened by the Security Trustee as often as it reasonably considers desirable and shall be convened by the Security Trustee at the written request of (i) the Issuer or a Seller or (ii) a meeting of Noteholders of a Class, by the Noteholders of such Class holding not less than ten (10) per cent. in Principal Amount Outstanding of the Notes of such Class.

##### *(b) Quorum and majority*

The quorum for any meeting convened to consider an Extraordinary Resolution for any Class of Notes will be one or more persons holding or representing not less than two-thirds of the Principal Amount Outstanding of the Notes of the relevant Class, as the case may be, and at such meeting an Extraordinary Resolution will be adopted with not less than a two-third majority of the validly cast votes, except that the quorum required for an Extraordinary Resolution including the sanctioning of a Basic Terms Change shall be one or more persons holding or representing not less than 75 per cent. of the amount of the Principal Amount Outstanding of the Notes of the relevant Class and the majority required shall be at least 75 per cent. of the validly cast votes at that Extraordinary Resolution. If at such meeting the aforesaid quorum is not represented, a second meeting of Noteholders will be held within one month, with due observance of the same formalities for convening the meeting which governed the convening of the first meeting; at such second meeting an Extraordinary Resolution is adopted with not less than a two-third majority of the validly cast votes, except that for an Extraordinary Resolution including a sanctioning of a Basic Terms Change

the majority required shall be 75 per cent. of the validly cast votes, regardless of the Principal Amount Outstanding of the Notes of the relevant Class then represented.

Any Extraordinary Resolution duly passed shall be binding on all Noteholders of the relevant Class (whether or not they were present at the meeting at which such resolution was passed).

**Basic Terms Change** means, in respect of the Notes of all Classes, a change (i) of the date of maturity of the relevant Notes, (ii) which would have the effect of postponing any date for payment of interest in respect of the relevant Notes, (iii) which would reduce or cancel the amount of principal payable in respect of the relevant Notes, (iv) of the rate of interest applicable in respect of the relevant Notes, (v) of the quorum or majority required to pass an Extraordinary Resolution, or (vi) of the Revenue Priority of Payments, the Redemption Priority of Payments or the Post-Enforcement Priority of Payments;

(c) *Conflicts between Classes*

An Extraordinary Resolution passed at any meeting of the Most Senior Class shall be binding upon all Noteholders of a Class other than the Most Senior Class irrespective of the effect upon them, except that an Extraordinary Resolution approving a Basic Terms Change shall not be effective for any purpose unless it shall have been approved by Extraordinary Resolutions of Noteholders of each such other Class or unless and to the extent that it shall not, in the sole opinion of the Security Trustee, be materially prejudicial to the interest of the Noteholders of each such Class.

An Extraordinary Resolution shall not be effective for any purpose unless either: (i) the Security Trustee is of the opinion that it would not be materially prejudicial to the interests of Noteholders of any Higher Ranking Class or (ii) when it is approved by Extraordinary Resolutions of Noteholders of each such Higher Ranking Class.

(d) *Voting*

Every Voter (as defined in the Trust Deed) shall have one vote in respect of (i) each euro 1.00 or (ii) such other amount as the Security Trustee may in its absolute discretion stipulate in Principal Amount Outstanding of the Notes represented or held by such Voter. The Issuer may not vote on any Notes held by it directly or indirectly. Such Notes will not be taken into account in calculating the aggregate outstanding amount of the Notes. Each Seller is entitled to vote in respect of the Retained Notes or any other Note held by it.

(e) *Modifications, authorisations, waivers and consents agreed by the Security Trustee*

The Security Trustee may agree, without the consent of the Noteholders, to (i) any modification, of any of the provisions of the Trust Deed, the Notes or any other Transaction Document 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, consent or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Notes and/or any other Transaction Document which is in the opinion of the Security Trustee not materially prejudicial to the interests of the Noteholders, provided that the Security Trustee (i) has notified the Credit Rating Agencies and (ii) the Credit Rating Agencies have provided a Credit Rating Agency Confirmation in connection with such modification, authorisation, waiver or consent. Any such modification, authorisation, waiver or consent shall be binding on the Noteholders and, if the Security Trustee so requires, such modification, authorisation, waiver or consent shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

In addition, the Security Trustee may agree, without the consent of the Noteholders, to (a) the entering into a new transaction document between the Issuer and a successor of the relevant

counterparty or (b) the transfer of the rights and obligations under a Transaction Document by the relevant counterparty to a successor, provided that (i) the Security Trustee has notified the Credit Rating Agencies and (ii) the Credit Rating Agencies have provided a Credit Rating Agency Confirmation in connection with such transfer or contracting and (iii) if the relevant counterparty will be a Secured Creditor, the relevant successor will accede to the Parallel Debt Agreement.

(f) *Exercise of Security Trustee's functions*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Security Trustee shall have regard to the interests of the Class A Noteholders and the Class B Noteholders, each as a Class, and shall not have regard to the consequences of such exercise for individual Noteholders and the Security Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

**15. Replacements of Notes and Coupons**

Should any Note or Coupon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the office of the Paying Agents upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered, in the case of Notes together with all unmatured Coupons appertaining thereto, in the case of Coupons together with the Note and all unmatured Coupons to which they appertain (*mantel en blad*), before replacements will be issued.

**16. Governing Law**

The Notes and Coupons, and any non-contractual obligations arising out of or in relation to the Notes and Coupons, are governed by, and will be construed in accordance with, the laws of the Netherlands.

In relation to any legal action or proceedings arising out of or in connection with the Notes and Coupons the Issuer irrevocably submits to the jurisdiction of the District Court in Amsterdam, the Netherlands. This submission is made for the exclusive benefit of the holders of the Notes and the Security Trustee and shall not affect their right to take such action or bring such proceedings in any other courts of competent jurisdiction.

## 4.2 Form of Final Terms

Set out below is the form of Final Terms which will be completed for each series of Further Issue Notes

### Final Terms

[Date]

#### iArena B.V.

*(incorporated under the laws of the Netherlands as a private company with limited liability and having its corporate seat in Amsterdam, the Netherlands)*

**Issue of series [number] [Details of Further Issue Notes] (the Notes)**

### PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 26 May 2014 [and the supplemental prospectus dated [ ]] which [together constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a relevant Member State). This document constitutes the Final Terms of the Notes described herein for the purposes of Section 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplemental prospectus] is [are] available for viewing during normal business hours at the specified offices of the Security Trustee and the Paying Agent during normal business hours and at [www.intertrustgroup.com](http://www.intertrustgroup.com).

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

*[When adding any other final terms or information consideration should be given as to whether such terms or information constitute 'significant new factors' and consequently trigger the need for a supplement to the Base Prospectus under Section 16 of the Prospectus Directive.]*

- |                                 |   |
|---------------------------------|---|
| 1. Issuer:                      | iArena B.V.   |
| 2. Series Number:               | <input type="checkbox"/>  |
| 3. Tranche Number:              | <input type="checkbox"/>  |
| 4. Currency:                    | EURO  |
| 5. Aggregate Nominal Amount:    |   |
| (i) Series                      | <input type="checkbox"/>  |
| (ii) Tranche                    | <input type="checkbox"/>  |
| 6. Issue price:                 | <input type="checkbox"/> [plus accrued interest from [ <i>insert date</i> ]] (if applicable)]                       |
| 7. (a) Issue Date:              | <input type="checkbox"/>  |
| (b) Interest Commencement Date: | [Issue Date / <i>specify</i> ]  |
| (c) Broken amount(s):           | <input type="checkbox"/> payable on the Notes Payment Date falling in/on] <input type="checkbox"/> [Not Applicable] |

### LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of the Notes described herein issued by iArena B.V. Total expenses related to admission to trading of the Notes are euro .

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms except in respect of the Current Pool and the Provisional Pool provided under Part C below. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer accepts responsibility accordingly.

The Seller[s] accept[s] responsibility for the information contained in these Final Terms in respect of the Current Pool and the Provisional Pool provided under Part C below to the extent such information relates to Mortgage Receivables sold by the relevant Seller. To the best of the knowledge and belief of the [Seller[s]] (which [has]/[have] taken all reasonable care to ensure that such is the case) the information contained in these Final Terms, to the extent such information relates to Mortgage Receivables sold by the relevant Seller, is in accordance with the facts and does not omit anything likely to affect the import of such information. The Seller[s] accept[s] responsibility accordingly.

Signed on behalf of the Issuer:

By:

.....  
*Duly authorised*

## PART B – OTHER INFORMATION

### 1. RATINGS

Ratings: [Applicable, it is a condition precedent to the issuance of the Notes that such Notes, on issue, be assigned an '[●]' rating by DBRS/Not applicable]

### 2. OPERATIONAL INFORMATION

- (i) Temporary ISIN Code: [●]
- (ii) Temporary Common Code: [●]
- (iii) Temporary WKN: [●]
- (vi) Delivery: Delivery [against/free of] payment

### 3. DISTRIBUTION

- (i) If syndicated, names of Managers: [●]
- (i) Date of [Syndication] Agreement: [●]

- (ii) If non-syndicated, name of relevant [●]  
Manager:

**PART C - INFORMATION ON, THE PROVISIONAL POOL OF MORTGAGE RECEIVABLES TO BE SOLD TO THE ISSUER ON OR ABOUT THE ISSUE DATE IN RELATION TO THIS ISSUE OF NOTES AND THE CURRENT POOL OF MORTGAGE RECEIVABLES HELD BY THE ISSUER**

The numerical data set out below relate to a provisional pool of Mortgage Loans (the **Provisional Pool**) as of [...] of the Issuer and to the pool of Mortgage Receivables held by the Issuer prior to the Issue Date (the **Current Pool**) as of [...]. A final portfolio will be selected on or before the Issue Date, from the Provisional Pool and, as a result of repayments, prepayments, new production and other circumstances, may also include other mortgage loans which were not included in the Provisional Pool. The information on the Provisional Pool set out below may therefore not necessarily correspond to the Mortgage Receivables actually sold by the relevant Seller or Sellers to the Issuer on the Issue Date.

*[The details of the Current Pool and Provisional Pool will be provided in the manner similar to the stratification tables included in Section 6 Portfolio Information, 6.1 Stratification Tables of the Base Prospectus. For each Final Terms the specific information in the tables will be adjusted.]*

### 4.3 Form of the Notes

Each Class of First Issue Notes and each series of Further Issue Notes separately shall be initially represented by a Temporary Global Note (i) in the case of the First Issue Class A1 Notes, in the principal amount of euro 320,000,000, (ii) in the case of the First Issue Class A2 Notes, in the principal amount of euro 200,000, (iii) in the case of the First Issue Class A3 Notes, in the principal amount of euro 200,000, (iv) in the case of the First Issue Class A4 Notes, in the principal amount of euro 200,000 and (v) in the case of the First Issue Class B Notes, in the principal amount of euro 32,100,000. Each series of Further Issue Notes shall be initially represented by a Temporary Global Note in the principal amount for which such series of Further Issue Notes is issued. The Temporary Global Notes representing the Class A Notes will be deposited with Euroclear as common safekeeper for Euroclear and Clearstream, Luxembourg on or about the Closing Date. The Temporary Global Notes representing the Notes (other than the Class A Notes) will be deposited with Deutsche Bank AG, London Branch as common safekeeper for Euroclear and Clearstream, Luxembourg on or about the Closing Date. Upon deposit of each such Temporary Global Note, Euroclear and Clearstream, Luxembourg, as the case may be, will credit each purchaser of Notes represented by such Temporary Global Note with the principal amount of the relevant Class of Notes equal to the principal amount thereof for which it has purchased and paid. On any payment, whether principal or interest, being made in respect of any of the Notes, details of such payments shall be entered *pro rata* in the records of Euroclear and/or Clearstream, Luxembourg and, upon any payment of principal being made, the nominal amount of the Notes recorded in the records of Euroclear and/or Clearstream, Luxembourg shall be reduced by the aggregate nominal amount of such payment. Interests in each Temporary Global Note will be exchangeable on the Exchange Date for interests in a Permanent Global Note in bearer form, without coupons, in the principal amount of the Notes of the relevant Class. Each person must give a certificate as to non-U.S. beneficial ownership as of the date on which the Issuer is obliged to exchange a Temporary Global Note for a Permanent Global Note, which date shall be no earlier than the Exchange Date, in order to obtain any payment due on the Notes. The exchange of a Temporary Global Note representing a series of Further Issue Notes for a Permanent Global Note will be effected by increasing the principal amount of the Permanent Global Note representing the relevant Class of Notes with an amount equal to the principal amount for which such series of Further Issue Notes is issued. On the exchange of a Temporary Global Note for a Permanent Global Note of the relevant Class of Notes, the Permanent Global Note will remain deposited with the common safekeeper.

The Class A Notes are intended to be held in a manner which would allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not mean that the Class A Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. The Class B Notes are not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem.

The Global Notes will be transferable by delivery in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as appropriate. Each Permanent Global Note will be exchangeable for notes in definitive form only in the circumstances described below. Such notes in definitive form shall be issued in denominations of euro 100,000 each or, as the case may be, in the Principal Amount Outstanding of the Notes of such Class on such date of exchange. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg 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 Euroclear or, as the case may be, Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes, which must be made by the holder of a Global Note, for so long as such Global Note is outstanding. No person is entitled to receive any payment under a Temporary Global Note unless the exchange of a Temporary Global Note for a Permanent Global Note has been improperly withheld or refused.

For so long as all of the Notes are represented by the Global Notes and such Global Notes are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relevant accountholders rather than by publication as required by Condition 13 (provided that, in the case any publication required by a stock exchange, that stock exchange agrees or, as the case may be, any other publication requirements of such stock exchange will be met). Any such notice shall be deemed to have been given to the Noteholders on the seventh calendar day after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

For so long as a Class of the Notes is represented by a Global Note, each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of that Class of Notes will be treated by the Issuer and the Security Trustee as a holder of such principal amount of that Class of Notes and the expression **Noteholder** shall be construed accordingly, but without prejudice to the entitlement of the bearer of the relevant Global Note to be paid principal thereon and interest with respect thereto in accordance with and subject to its terms. Any statement in writing issued by Euroclear or Clearstream, Luxembourg as to the persons shown in its records as being entitled to such Notes and the respective principal amount of such Notes held by them shall be conclusive for all purposes.

If after the Exchange Date (i) the Notes become immediately due and payable by reason of accelerated maturity following an Event of Default, or (ii) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business and no alternative clearance system satisfactory to the Security Trustee is available, or (iii) as a result of any amendment to, or change in the laws or regulations of the Netherlands (or of any political sub-division thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration of such laws or regulations, which becomes effective on or after the Closing Date (each of (i), (ii) and (iii) an **Exchange Event**, the Issuer or Paying Agents is or will be required to make any deduction or withholding on account of tax from any payment in respect of the Notes which would not be required were the Notes in definitive form, then the Issuer will at its sole cost and expense, issue:

- (a) Class A1 Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class A1 Notes;
- (b) Class A2 Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class A2 Notes;
- (c) Class A3 Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class A3 Notes;
- (d) Class A4 Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class A4 Notes; and
- (e) Class B Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class B Notes,

in each case within 30 calendar days of the occurrence of the relevant Exchange Event, subject in each case to certification as to non-U.S. beneficial ownership and against the surrender of the relevant Permanent Global Note to or to the order of the Paying Agents.

The Issuer will promptly give notice to Noteholders in accordance with Condition 13 upon the occurrence of an Exchange Event. In the event of the occurrence of any Exchange Event, Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in the Global Note may give notice to the Paying Agents requesting exchange and in the event of the occurrence of an Exchange Event as described in (ii) above, the Issuer may also give notice to the Paying Agents requesting exchange. At the date hereof,

Euroclear or Clearstream, Luxembourg do not regard Notes in global form as fungible with Notes in definitive form.

The following legend will appear on all Global Notes, Notes in definitive form, receipts and interest coupons (including talons) which are subject to TEFRA D selling restrictions:

'ANY UNITED STATES PERSON (AS DEFINED IN THE UNITED STATES INTERNAL REVENUE CODE OF 1986 (THE CODE)) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165 (j) AND 1287 (a) OF THE CODE.'

The sections referred to in such legend provide that a United States person who holds a Note will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

#### 4.4 Subscription and Sale

The Notes Purchasers and the Sellers have pursuant to the Notes Purchase Agreement severally agreed with the Issuer, on terms and subject to certain conditions, to purchase the First Issue Notes at their respective issue prices. The Sellers have undertaken with each of the Notes Purchasers that they will (i) purchase the Retained Notes and (ii) any First Issue Notes that will not be sold to third parties identified by the Notes Purchasers at their sole discretion, from the Notes Purchasers on the Closing Date. The Issuer and the Sellers have agreed to indemnify and reimburse the Notes Purchasers against certain liabilities and expenses in connection with the issue of the First Issue Notes.

#### European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (a **Relevant Member State**), each Notes Purchaser has represented and agreed that with effect from and including the date on which the Prospectus Directive was implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State: (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive; (ii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) as permitted under the Prospectus Directive, subject to obtaining the prior consent of each Notes Purchaser nominated by the Issuer for any such offer; or (iii) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or each Notes Purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an **offer of 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 Directive in that Member State.

#### France

Each Notes Purchaser and the Issuer has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus or any other offering material relating to the Notes, and such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*) other than individuals – all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1, itself referring to articles L.533-16 and D.533-11 of the French *Code monétaire et financier*.

In addition, pursuant to article 211-3 of the *Règlement général* of the *Autorité des Marchés Financiers* (**AMF**), it must disclose to any investors in a private placement as described in the above that: (i) the offer does not require a prospectus to be submitted for approval to the AMF; (ii) qualified investors (*investisseurs qualifiés*) as defined in the above may take part in the offer solely for their own account, as provided in articles D. 411-1, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the French *Code monétaire et financier*; and (iii) the financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise

than in accordance with articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French *Code monétaire et financier*.

## Italy

The offering of the Notes has not been and will not be registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the Financial Services Act) and Article 34-ter, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (Regulation No. 11971), provided that such qualified investors act in their capacity as such and not as depositaries or nominees for other noteholders; or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Any investor purchasing the Notes is solely responsible for ensuring that any offer or resale of the Notes by such investor occurs in compliance with applicable Italian laws and regulations. Moreover and subject to the foregoing, each individual investor will acknowledge that any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Italian Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

## United Kingdom

Each Notes Purchaser has represented and agreed that:

- (a) it has only communicated or caused to be communicated and 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 UK Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## **United States**

The Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to for the account of benefit of U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this sub-section *United States* have the meaning given to them by Regulation S under the Securities Act.

The Notes are in bearer form and are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Notes Purchaser has agreed, and each further manager appointed will be required to agree, that it will not offer, sell or deliver the Notes (i) as part of its distribution at any time and (ii) otherwise until forty (40) days after the later of the commencement of the offering on the Closing Date within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Notes during the distribution compliance period (as defined in Regulation S under the Securities Act) a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, US persons.

In addition, until forty (40) days after the commencement of the offering, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the purchase) may violate the registration requirements of the Securities Act. Terms used in these paragraphs have the meanings given to them by Regulation S and the US Internal Revenue Code and regulations thereunder.

## **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No 25 of 1948, as amended) (the **FIEA**) and each Notes Purchaser has represented and agreed, and each further manager appointed will be required to represent and agree, that it will not offer or sell Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or re-sale, directly or indirectly, in Japan or to or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Japanese FIEA and any other applicable laws and regulations and ministerial guidance of Japan.

## **General**

Each Notes Purchaser will agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers or sells Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries.

The Issuer shall not represent that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Each Notes Purchaser has undertaken not to offer or sell directly or indirectly any Notes, or to distribute or publish (to the best of its knowledge and beliefs) this Base Prospectus or any 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.

## 4.5 Regulatory and Industry Compliance

### Retention statements

The Sellers have undertaken to the Issuer and the Security Trustee that they shall together retain a material net economic interest of not less than 5% in the securitisation in accordance with the text of each of Article 405 of the CRR and Article 51 of the AIFM Regulation. As at the Closing Date, such interest will be comprised of an interest in the first loss tranche within the meaning of Article 405(1)(d) of the CRR and, if necessary, other tranches having the same or a more severe risk profile than those sold to investors. Any change in the manner in which this interest is held will be notified to investors. The Sellers have provided a corresponding undertaking with respect to the interest to be retained by it during the period wherein the Notes are outstanding to the Issuer in the Notes Purchase Agreement.

In addition to the information set out herein and forming part of this Base Prospectus, the Sellers have undertaken to make available materially relevant data with a view to complying with Article 409 of the CRR, which can be obtained from the Sellers upon request.

After the Closing Date, the Issuer will prepare quarterly investor reports wherein relevant information with regard to the Mortgage Loans and Mortgage Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest as provided by the Sellers. Such information can be obtained from [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl).

### Investors are required to assess compliance

Each prospective investor is required independently to assess and determine the sufficiency of the information referred to above for the purposes of complying with each of Part Five of the CRR (including Article 405) and Section Five of Chapter III of the AIFM Regulation (including Section 51) and any corresponding national measures which may be relevant and none of the Issuer, the Sellers, the Servicer, the Issuer Administrator and, the Security Trustee makes any representation that the information described above or in this Base Prospectus is sufficient in all circumstances for such purposes. Each Seller accepts responsibility for the information set out in this sub-section entitled *Regulatory & Industry Compliance* in section *The Notes*.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

### Compliance with Dutch Securitisation Standard

This Base Prospectus follows the template table of contents and the template glossary of defined terms (save as otherwise indicated in this Base Prospectus), and the investor reports to be published by the Issuer will as soon as possible follow the applicable template investor report (save as otherwise indicated in the relevant investor report), each as published by the Dutch Securitisation Association (the **DSA**) on its website [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl) as at the date of this Base Prospectus. As a result the Notes comply with the standard created for residential mortgage-backed securities by the DSA (the **RMBS Standard**).

### PCS Label

No application has been or will be made to Prime Collateralised Securities (PCS) UK Limited for any Class of Notes to receive the Prime Collateralised Securities label (the **PCS Label**).

#### **4.6 Use of Proceeds**

On the Closing Date, the net proceeds of the issue of the First Issue Notes will be applied to pay to the Sellers (part of) the Initial Purchase Price for the Mortgage Receivables purchased under the Mortgage Receivables Purchase Agreement. Of the net proceeds, an amount of euro 400,000 will be applied on the first Notes Payment Date towards the purchase of Further Advance Receivables and/or New Mortgage Receivables.

The net proceeds of any series of Further Issue Notes will upon issue be applied to pay (part of) the Initial Purchase Price for the New Mortgage Receivables purchased on the relevant Issue Date pursuant to the Mortgage Receivables Purchase Agreement.

An amount of euro 11,965,014.00 of the Initial Purchase Price payable on the Closing Date will be withheld by the Issuer and deposited in the Construction Deposit Account. Furthermore, an amount of euro 5,846,595.00 will be received by the Issuer as consideration for the Initial Insurance Savings Participation granted to the Savings Insurance Company. In addition, an amount of euro 6,198,030.00 will be received by the Issuer as consideration for the Initial Bank Savings Participation granted to the Bank Savings Participant. The Issuer will apply this amount towards payment of the remaining part of the Initial Purchase Price to be paid on the Closing Date. The same will apply in respect of any New Mortgage Receivables purchased by the Issuer on any Issue Date.

The proceeds of the Subordinated Loan, in the amount of euro 9,290,000.00, will for an amount of euro 8,817,500.00 be credited to the Reserve Account and the remainder will be used by the Issuer to pay certain initial costs and expenses in connection with the issue of the Notes.

#### 4.7 Taxation in the Netherlands

This section provides a general description of the main Netherlands 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 Netherlands taxation stated herein. It is intended neither as tax advice nor as a comprehensive description of all Netherlands 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 Base Prospectus and on the Netherlands 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 Base Prospectus and with the exception of subsequent amendments with retroactive effect.

Subject to the foregoing:

1. No registration, stamp, transfer or turnover taxes or other similar duties or taxes will be payable in the Netherlands in respect of the offering and the Issue of the Notes by the Issuer or in respect of the signing and delivery of the Documents.
2. No Netherlands withholding tax will be due on payments of principal and/or interest.
3. A holder of Notes (a **Holder**) will not be subject to Netherlands taxes on income or capital gains in respect of the acquisition or holding of Notes or any payment under the Notes or in respect of any gain realised on the disposal or redemption of the Notes, provided that:
  - (i) such Holder is neither a resident nor deemed to be a resident nor has opted to be treated as a resident in the Netherlands; and
  - (ii) such Holder does not have an enterprise or an interest in an enterprise that, in whole or in part, is carried on through a permanent establishment or a permanent representative in the Netherlands and to which permanent establishment or permanent representative the Notes are attributable;

and, if the Holder is a legal person, an opaque limited partnership (*open commanditaire vennootschap*), or another company with a capital divided into shares without legal personality or a special purpose fund (*doelvermogen*),

- (i) such Holder does not have a substantial interest\* in the share capital of the Issuer and/or Seller or in the event that such Holder does have such an interest, such interest either forms part of the assets of an enterprise or such interest is not held with the main purpose or one of the main purposes of evading income tax or dividend tax;
- (ii) such Holder does not have a deemed Netherlands enterprise to which enterprise the Notes are attributable;

and, if the Holder is a natural person,

- (i) such Holder does not derive benefits from miscellaneous activities carried out in The Netherlands in respect of the Notes, including, without limitation, activities which are beyond the scope of active portfolio investment activities; and

- (ii) such Holder or a person related to the Holder by law, contract, consanguinity or affinity to the degree specified in the tax laws of the Netherlands does not have, or is not deemed to have, a substantial interest\* in the share capital of the Issuer and/or Seller.

\*Generally speaking, an interest in the share capital of the Issuer and/or Seller should not be considered as a substantial interest if the Holder of such interest, and if the Holder is a natural person his spouse, registered partner, certain other relatives or certain persons sharing the Holder's household, do not hold, alone or together, whether directly or indirectly, the ownership of, or certain rights over, shares or rights resembling shares representing five per cent. or more of the total issued and outstanding capital, or the issued and outstanding capital of any class of shares, of the Issuer and/or Seller.

4. No Netherlands gift or inheritance taxes will arise on the transfer of the Notes by way of a gift by, or on the death of, a Holder who is neither resident nor deemed to be resident in the Netherlands, unless:

- (i) in case of a gift of the Notes under a suspensive condition by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual is resident or deemed to be resident in the Netherlands at the date
  - (a) of the fulfilment of the condition; or
  - (b) of his/her death and the condition of the gift is fulfilled after the date of his/her death.
- (ii) in case of a gift of Notes by an individual who at the date of the gift or - in case of a gift under a suspensive condition - at the date of the fulfilment of the condition was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 days after the date of the gift or the fulfilment of the condition, while being resident or deemed to be resident in the Netherlands.

*Even Payments to Noteholders may be subject to withholding tax pursuant to the 2003/48/EC EU Council Directive*

Under the EU Council Directive 2003/48/EC on the taxation of savings income, Member States are required, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to (or secured for) an individual resident (or certain other entities established) in that other Member State. For a transitional period, currently Luxembourg and Austria are instead required (unless they elect otherwise during that period) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries), subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld. Luxembourg has announced that as from January 1, 2015, it will no longer make use of the transitional arrangements and will exchange information automatically under EU Council Directive 2003/48/EC. A number of non-EU countries and territories have adopted similar measures and the Member States have entered into reciprocal arrangements with certain of those countries or territories. The ECOFIN Council has approved a mandate for the European Commission to negotiate amendments to the arrangements with those non-EU countries to ensure they continue to apply equivalent measures in view of the European Commission's proposal to make certain amendments to the EU Council Directive 2003/48/EC that was adopted by the Council of the EU on March 24, 2014. The amendments to EU Council Directive 2003/48/EC, which amend and broaden its scope, have to be applied from the first day of the third calendar year following the calendar year in which they come into force. The above-mentioned equivalent measures may also, if agreed, result in the scope of the arrangements with non-EU countries being amended or broadened. Pursuant to Condition 5(d), the Issuer undertakes that it will ensure that it maintains a paying agent in an EU Member State that will not be obliged to withhold or deduct any tax pursuant to the EU Council Directive 2003/48/EC. It may be possible that such a paying agent does not perform its obligations

in this respect under its agreement with the Issuer, which may result in the Issuer not being able to meet its obligation pursuant to the afore-mentioned Condition 5(d), in which case there is a risk that under certain circumstances the interest payments under the Notes, if any, become subject to withholding tax, which would reduce payments to the Noteholders.

## 4.8 Security

In the Parallel Debt Agreement the Issuer will irrevocably and unconditionally undertake to pay to the Security Trustee an amount equal to the aggregate amount due (*verschuldigd*) by the Issuer to the Secured Creditors (the **Parallel Debt**).

The Parallel Debt constitutes a separate and independent obligation of the Issuer and constitutes the Security Trustee's own separate and independent claim (*eigen en zelfstandige vordering*) to receive payment of the Parallel Debt from the Issuer. Upon receipt by the Security Trustee of any amount in payment of the Parallel Debt, the payment obligations of the Issuer to the Secured Creditors shall be reduced by an amount equal to the amount so received and vice versa.

To the extent that the Security Trustee irrevocably and unconditionally receives any amount in payment of the Parallel Debt, the Security Trustee shall distribute such amount among the Secured Creditors in accordance with the Priority of Payments upon Enforcement, save for amounts due to the Savings Insurance Company and the Bank Savings Participant in connection with the Participations. The amounts available to the Secured Creditors, other than the Savings Insurance Company and the Bank Savings Participant, will be the sum of (a) amounts recovered (*verhaald*) by the Security Trustee (i) on the Mortgage Receivables, other than Savings Mortgage Receivables, Life Mortgage Receivables with a Savings Element and the Bank Savings Mortgage Receivables and the Beneficiary Rights relating thereto, and (ii) on each of the Savings Mortgage Receivables, Life Mortgage Receivables with a Savings Element and Bank Savings Mortgage Receivables and the Beneficiary Rights relating thereto to the extent the amount exceeds the relevant Participation in the relevant Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, and (iii) other assets pledged pursuant to the Pledge Agreements and (b) the *pro rata* part of amounts received from any of the Secured Creditors, as received or recovered by any of them pursuant to the Parallel Debt Agreement (by reference to the proportion the sum of the relevant Participations bear to the aggregate Mortgage Receivables); less (y) any amounts already paid by the Security Trustee to the Secured Creditors (other than the Savings Insurance Company and the Bank Savings Participant) pursuant to the Parallel Debt Agreement and (z) the *pro rata* part of the costs and expenses of the Security Trustee (including, for the avoidance of doubt, any costs of, *inter alia*, the Credit Rating Agencies and any legal advisor, auditor or accountant appointed by the Security Trustee) (by reference to the proportion the sum of the relevant Participations bear to the aggregate Mortgage Receivables).

The amounts available to the Savings Insurance Company consist of, *inter alia*, (i) amounts recovered by the Security Trustee on Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element and the Beneficiary Rights related thereto provided that such amounts relate to the relevant Participation in each of the Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element and (ii) the *pro rata* part of the amounts received from any of the Secured Creditors, as received or recovered by any of them pursuant to the Parallel Debt Agreement (by reference to the proportion of the sum of the relevant Participations bear to the aggregate Mortgage Receivables); less (y) any amounts already paid to the Savings Insurance Company by the Security Trustee pursuant to the Parallel Debt Agreement and (z) the *pro rata* part of the costs and expenses of the Security Trustee (including, for the avoidance of doubt, any costs of, *inter alia*, the Credit Rating Agencies and any legal advisor, auditor or accountant appointed by the Security Trustee) (by reference to the proportion of the sum of the relevant Participations bear to the Mortgage Receivables) provided that such amount can never exceed the amount of the relevant Participation.

The amounts available to the Bank Savings Participant consist of, *inter alia*, (i) amounts recovered by the Security Trustee on the Bank Savings Mortgage Receivables provided that such amounts relate to the relevant Participation in the Bank Savings Mortgage Receivables and the Beneficiary Rights relating thereto and (ii) the *pro rata* part of the amounts received from any of the Secured Creditors, as received or recovered by any of them pursuant to the Parallel Debt Agreement (by reference to the proportion the sum of the relevant Participations bear to the aggregate Mortgage Receivables); less (y) any amounts already paid to the

Bank Savings Participant by the Security Trustee pursuant to the Parallel Debt Agreement and (z) the *pro rata* part of the costs and expenses of the Security Trustee (including, for the avoidance of doubt, any costs of, *inter alia*, the Credit Rating Agencies and any legal advisor, auditor or accountant appointed by the Security Trustee) (by reference to the proportion of the sum of the relevant Participations bear to the Mortgage Receivables) provided that such amount can never exceed the amount of the relevant Participation.

On the Closing Date the Issuer will vest a right of pledge pursuant to the Issuer Mortgage Receivables Pledge Agreement in favour of the Security Trustee on the Mortgage Receivables and the Beneficiary Rights relating thereto and in respect of any New Mortgage Receivables and Further Advance Receivables undertakes to grant a first ranking right of pledge on such New Mortgage Receivables and Further Advance Receivables and, if applicable, the Beneficiary rights relating thereto on the Issue Date or the Purchase Date on which they are acquired. The right of pledge on the Mortgage Receivables will not be notified to the Borrowers, except in case a Pledge Notification Event occurs. Prior to notification of the right of pledge to the Borrowers, the pledge will be a 'silent' right of pledge (*stil pandrecht*) within the meaning of Section 3:239 of the Dutch Civil Code. The right of pledge on the Beneficiary Rights will also be an undisclosed right of pledge (*stil pandrecht*).

In addition, on the Closing Date the Issuer will vest a right of pledge pursuant to the Issuer Rights Pledge Agreement in favour of the Security Trustee on all rights of the Issuer under or in connection with (i) the Mortgage Receivables Purchase Agreement, (ii) the Servicing Agreement, (iii) the Issuer Account Agreement, (iv) the Cash Advance Facility Agreement, (v) the Participation Agreements and (vi) in respect of the Issuer Transaction Accounts. This right of pledge will be notified to the relevant obligors and will, therefore, be a disclosed right of pledge (*openbaar pandrecht*). However, the Security Trustee will grant a power to collect (*bevoegdheid tot inning*) to the Issuer which will be withdrawn upon the occurrence of any of the Pledge Notification Events.

Upon the occurrence of a Pledge Notification Event and, consequently, notification to the Borrowers and the Insurance Companies and withdrawal of the power to collect, the Security Trustee will collect (*innen*) all amounts due to the Issuer whether by Borrowers, the Insurance Companies or parties to the Transaction Documents. Pursuant to the Trust Deed the Security Trustee will, until the delivery of an Enforcement Notice, for the sole purpose of enabling the Issuer to make payments in accordance with the relevant Priority of Payments prior to Enforcement, pay or procure the payment to the Issuer, whilst for that sole purpose terminating (*opzeggen*) its right of pledge.

The rights of pledge created in the Pledge Agreements secure any and all liabilities of the Issuer to the Security Trustee resulting from or in connection with the Parallel Debt Agreement and any other Transaction Documents.

The rights of pledge described above shall serve as security of the Security Trustee for the benefit of the Secured Creditors, including the 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 (see section 5 (*Credit Structure*) above).

The Class A Notes comprise of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes. The Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes rank *pari passu* and *pro rata* without any preference or priority among all Notes of such Class in respect of the Security and payments of interest. Provided that no Enforcement Notice has been given, payments of principal on the Class A Notes are applied firstly to the Class A1 Notes, then to the Class A2 Notes, then to the Class A3 Notes and then to the Class A4 Notes. To the extent that the Available Principal Funds are insufficient to redeem the Class A1 Notes and/or the Class A2 Notes and/or the Class A3 Notes and/or the Class A4 Notes in full when due in accordance with the Conditions for a period of fifteen calendar days or more, this will constitute an Event of Default in accordance with Condition 10(a). The Class A2 Notes do not therefore purport to provide credit enhancement to the Class A1 Notes. If, on any date, the Security is to be enforced and the proceeds of the enforcement would be insufficient to fully redeem the Class A Notes in full,

such loss will be borne, *pro rata* and *pari passu*, by the holders of the Class A Notes. If the Class A1 Notes have been redeemed (in part or in full) at such time, this will result in the Class A2 Notes, the Class A3 Notes and the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes. If the Class A1 Notes and Class A2 Notes have been redeemed (in part or in full) at such time, this will result in the Class A3 Notes and the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes and the Class A2 Notes. If the Class A1 Notes, Class A2 Notes and the Class A3 Notes have been redeemed (in part or in full) at such time, this will result in the Class A4 Notes bearing a greater loss than that borne by the Class A1 Notes, the Class A2 Notes and the Class A3 Notes.

## 5. CREDIT STRUCTURE

*The structure of the credit arrangements for the proposed issue of the Notes may be summarised as follows.*

### 5.1 Available Funds

#### *Available Revenue Funds*

Prior to the delivery of an Enforcement Notice by the Security Trustee, the sum of the following amounts, calculated as at each Notes Calculation Date and which have been received during the Notes Calculation Period immediately preceding such Notes Calculation Date or, if specifically set out below, on the relevant Notes Payment Date, will pursuant to the terms of the Trust Deed be applied in accordance with the Revenue Priority of Payments (items (i) up to and including (xii) will hereinafter be referred to as the **Available Revenue Funds**):

- (i) as interest on the Mortgage Receivables less, with respect to each Savings Mortgage Receivable and Bank Savings Mortgage Receivable, an amount equal to the amount received, multiplied by the relevant Participation Fraction;
- (ii) as Prepayment Penalties and penalty interest under the Mortgage Receivables;
- (iii) as Net Foreclosure Proceeds on any Mortgage Receivables to the extent such proceeds do not relate to principal less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, an amount equal to the amount of interest received multiplied by the relevant Participation Fraction;
- (iv) as amounts received as Post-Foreclosure Proceeds on the Mortgage Receivables;
- (v) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement, or any other amounts received pursuant to the Mortgage Receivables Purchase Agreement, to the extent such amounts do not relate to principal less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, an amount equal to the amount of interest received multiplied by the relevant Participation Fraction;
- (vi) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Trust Deed to the extent such amounts do not relate to principal less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, an amount equal to the amount of interest received multiplied by the relevant Participation Fraction, and to the extent such amounts relate to principal, but only such part that is in excess of the relevant Outstanding Principal Amount of the relevant Mortgage Receivable;
- (vii) as amounts received under the Subordinated Loan Agreement;
- (viii) as interest accrued and received on the Issuer Collection Account and the Reserve Account;
- (ix) as amounts to be drawn under the Cash Advance Facility Agreement (other than Cash Advance Facility Stand-by Drawings) on the immediately succeeding Notes Payment Date;
- (x) as amounts to be drawn from the Reserve Account on the immediately succeeding Notes Payment Date;

- (xi) on the Notes Payment Date on which the Notes will be or have been redeemed in full, (a) any (remaining) amounts standing to the credit of the Issuer Collection Account which are not included in items (i) up to and including (x) on such Notes Payment Date; less
- (xii) on the first Notes Payment Date of each year, the highest of (i) an amount equal to 10 per cent. of the annual operational expenses in the immediately preceding calendar year in accordance with items (a), (b) and (c) of the Revenue Priority of Payments, but only to the extent the amount of such expenses is not directly related to the Issuer's assets and/or liabilities, and (ii) an amount of euro 2,500.

### ***Available Principal Funds***

Prior to the delivery of an Enforcement Notice by the Security Trustee, the sum of the following amounts, calculated as at any Notes Calculation Date and which have been received during the immediately preceding Notes Calculation Period will pursuant to the terms of the Trust Deed be applied in accordance with the Redemption Priority of Payments (items (i) up to and including (ix) will hereinafter be referred to as the **Available Principal Funds**):

- (i) by means of repayment and prepayment in full of principal under the Mortgage Receivables from any person, but, for the avoidance of doubt, excluding prepayment penalties, if any, less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, the relevant Participation in such Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element or Bank Savings Mortgage Receivable;
- (ii) as partial prepayment in respect of Mortgage Receivables;
- (iii) as Net Foreclosure Proceeds on any Mortgage Receivable to the extent such proceeds relate to principal less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, the relevant Participation in such Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element or Bank Savings Mortgage Receivable;
- (iv) in connection with a repurchase of Mortgage Receivables, whether or not as a result of the exercise of the Clean-up Call Option or the Regulatory Call Option or in connection with an Optional Redemption Date, pursuant to the Mortgage Receivables Purchase Agreement and any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, the relevant Participation in such Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element or Bank Savings Mortgage Receivable;
- (v) in connection with a sale of Mortgage Receivables pursuant to the Trust Deed to the extent such amounts relate to principal but up to the aggregate Outstanding Principal Amount of such Mortgage Receivables less, with respect to each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivable, the relevant Participation in such Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element or Bank Savings Mortgage Receivable;
- (vi) as amounts to be credited to the Principal Deficiency Ledger on the immediately succeeding Notes Payment Date in accordance with the Revenue Priority of Payments;

- (vii) as Monthly Bank Savings Participation Increase and Monthly Insurance Savings Participation Increase pursuant to the relevant Participation Agreement and as consideration for the relevant Initial Savings Participation;
- (viii) any amounts received on the Issuer Collection Account from the credit balance of the Construction Deposit Account in accordance with the Mortgage Receivables Purchase Agreement;
- (ix) any part of the Available Principal Funds calculated on the immediately preceding Notes Calculation Date which has not been applied towards redemption of the Notes or the purchase of Further Advance Receivables or New Mortgage Receivables on the preceding Notes Payment Date or the purchase of New Mortgage Receivables on the relevant Issue Date; and
- (x) as net proceeds of any Further Issue Notes issued on any Issue Date during such Notes Calculation Period.

### **Cash Collection Arrangements**

Payments by the Borrowers of interest and scheduled principal under the Mortgage Loans are due on the first day of each month, interest being payable in arrear. All payments made by Borrowers will be made into the Seller Collection Account maintained with The Royal Bank of Scotland N.V. (the **Seller Collection Account Bank**). This account is not pledged to any party other than to the Seller Collection Account Bank pursuant to the applicable terms and conditions. This account will also be used for the collection of moneys paid in respect of mortgage loans other than Mortgage Loans and in respect of any other moneys belonging to the Originator.

If (i) the rating of the short-term, unsecured and unguaranteed debt obligations of the Seller Collection Account Bank falls below BBB by DBRS (the **Seller Collection Requisite Credit Rating**), the Seller will, within thirty (30) calendar days, in order to maintain the then current rating assigned to the Class A Notes, (i) (a) open an escrow account in the name of the Issuer, for the Issuer's own account, with a party having at least the Seller Collection Requisite Credit Rating, and (b) transfer to the escrow account an amount equal to the highest single amount of principal, interest and prepayment penalties received since the Closing on the Issuer Collection Account during one Mortgage Calculation Period, or (ii) implement any other actions to maintain the then current ratings assigned to the Class A Notes.

On each Mortgage Collection Payment Date the Servicer shall transfer all amounts of principal, interest, prepayment penalties and interest penalties received by the Seller in respect of the Mortgage Receivables during the immediately preceding Mortgage Calculation Period to the Issuer Collection Account.

## 5.2 Priorities of Payments

### Revenue Priorities Payments

Prior to the delivery of an Enforcement Notice the Available Revenue Funds will pursuant to the terms of the Trust Deed be applied by the Issuer on the immediately succeeding Notes Payment Date as follows (in each case only if and to the extent that payments of a higher order of priority have been made in full) (the **Revenue Priority of Payments**):

- (a) *first*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of the fees or other remuneration due and payable to the Directors in connection with the Management Agreements and any costs, charges, liabilities and expenses incurred by the Security Trustee under or in connection with any of the Transaction Documents;
- (b) *second*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof of fees and expenses due and payable to the Servicer, the Non-performing Mortgage Loan Servicer and the Issuer Administrator under the Servicing Agreement;
- (c) *third*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, (i) of any amounts due and payable to third parties under obligations incurred in the Issuer's business (other than under the Transaction Documents), including, without limitation, in or towards satisfaction of sums due or provisions for any payment of the Issuer's liability, if any, to tax (to the extent such amounts cannot be paid out of item (xii) of the Available Revenue Funds) and sums due to the Credit Rating Agencies and fees and expenses of any legal advisor, auditor and/or accountant appointed by the Issuer and/or the Security Trustee, (ii) fees and expenses due to the Paying Agents and the Reference Agent under the Paying Agency Agreement, (iii) the Cash Advance Facility Commitment Fee (as defined therein) under the Cash Advance Facility Agreement to the Cash Advance Facility Provider, and (iv) costs, expenses and interest related to the Issuer Transaction Accounts, due and payable to the Issuer Account Bank under the Issuer Account Agreement;
- (d) *fourth*, (i) in or towards satisfaction of any amounts due and payable to the Cash Advance Facility Provider under the Cash Advance Facility Agreement and to be credited to the Issuer Collection Account, but excluding the Cash Advance Facility Commitment Fee payable under (c) above and any gross-up amounts or additional amounts due under the Cash Advance Facility and payable under (l) below, or (ii) following a Cash Advance Facility Stand-by Drawing, in or towards satisfaction of amounts to be credited to the Issuer Collection Account;
- (e) *fifth*, in or towards satisfaction *pro rata* and *pari passu*, according to the respective amounts thereof, of all amounts of interest due or accrued but unpaid in respect of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes;
- (f) *sixth*, in or towards making good any shortfall reflected in the Class A Principal Deficiency Ledger until the debit balance, if any, on the Class A Principal Deficiency Ledger is reduced to zero;
- (g) *seventh*, in or towards satisfaction of interest due or accrued but unpaid on the Class B Notes;
- (h) *eighth*, in or towards making good any shortfall reflected in the Class B Principal Deficiency Ledger until the debit balance, if any, on the Class B Principal Deficiency Ledger is reduced to zero;
- (i) *ninth*, in or towards satisfaction of any sums required to replenish the Reserve Account up to the amount of the Reserve Account Required Amount;

- (j) *tenth*, in or towards satisfaction of gross-up amounts or additional amounts due, if any, to the Cash Advance Facility Provider under the Cash Advance Facility Agreement;
- (k) *eleventh*, in or towards satisfaction of interest due or accrued but unpaid in respect of the Subordinated Loan;
- (l) *twelfth*, in or towards satisfaction of principal due and payable but unpaid in respect of the Subordinated Loan; and
- (m) *thirteenth*, in or towards satisfaction of a Deferred Purchase Price Instalment to the Sellers.

### **Redemption Priority of Payments**

Prior to the delivery of an Enforcement Notice, the Available Principal Funds will pursuant to the terms of the Trust Deed be applied by the Issuer on the immediately succeeding Notes Payment Date which is a Purchase Date towards the purchase of Further Advance Receivables or New Mortgage Receivables until the Notes Payment date falling in May 2026. The Available Principal Funds less any amount applied toward the purchase of Further Advance Receivables or New Mortgage Receivables (the **Replenishment Available Amount**) will, to the extent it exceeds EUR 100,000, be applied by the Issuer on the Notes Payment Date falling in August 2014 and each Notes Payment Date thereafter as follows (and in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the **Redemption Priority of Payments**):

- (a) *first*, in or towards satisfaction of principal amounts due under the Class A1 Notes on the relevant Notes Payment Date until fully redeemed and on the Class A1 Optional Redemption Date on which the Class A1 Notes are fully redeemed in or towards satisfaction of the *pro rata* redemption of the Class B Notes in accordance with the Conditions and thereafter the Class A2 Notes on the relevant Notes Payment Date until fully redeemed and on the Class A2 Optional Redemption Date on which the Class A2 Notes are fully redeemed in or towards satisfaction of the *pro rata* redemption of the Class B Notes in accordance with the Conditions and thereafter the Class A3 Notes on the relevant Notes Payment Date until fully redeemed and on the Class A3 Optional Redemption Date on which the Class A3 Notes are fully redeemed in or towards satisfaction of the *pro rata* redemption of the Class B Notes in accordance with the Conditions and thereafter the Class A4 Notes on the relevant Notes Payment Date until fully redeemed and on the Class A4 Optional Redemption Date on which the Class A4 Notes are fully redeemed in or towards satisfaction of the *pro rata* redemption of the Class B Notes in accordance with the Conditions; and
- (b) *second*, in or towards satisfaction of principal amounts due under the Class B Notes on the relevant Notes Payment Date until fully redeemed.

### **Priority of Payments upon Enforcement**

Following delivery of an Enforcement Notice any amounts collected by the Security Trustee under the Trust Deed, (other than in respect of the Participations, which amounts will not be part of this Priority of Payments upon Enforcement) will be applied in the following order of priority (after deduction of costs incurred by the Security Trustee, which will include, *inter alia*, fees and expenses of the Credit Rating Agencies and any legal advisor, auditor and accountant appointed by the Security Trustee) (and in each case only if and to the extent payments of a higher priority have been made in full) (the **Post-Enforcement Priority of Payments**):

- (a) *first*, in or towards satisfaction, of the repayment of any Cash Advance Facility Stand-by Drawing and any other amount due and payable but unpaid under the Cash Advance Facility Agreement;
- (b) *second*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) the fees or other remuneration due to the Directors in connection with the Management Agreements, (ii)

the fees and expenses of the Paying Agents and the Reference Agent incurred under the provisions of the Paying Agency Agreement, (iii) the fees and expenses of the Servicer, the Non-performing Mortgage Loan Servicer and the Issuer Administrator under the Servicing Agreement, and (iv) costs, expenses and interest related to the Issuer Transaction Accounts, due and payable to the Issuer Account Bank under the Issuer Account Agreement;

- (c) *third*, in or towards satisfaction of any amounts due and payable but unpaid under the Cash Advance Facility Agreement but excluding any Cash Advance Facility Stand-by Drawing payable under (a) above and including any gross-up amounts or additional amounts due under the Cash Advance Facility Agreement;
- (d) *fourth, pro rata and pari passu*, according to the respective amounts thereof, in or towards satisfaction of all amounts of interest due or accrued but unpaid in respect of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes;
- (e) *fifth, pro rata and pari passu*, according to the respective amounts thereof, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes;
- (f) *sixth*, in or towards satisfaction of all amounts of interest due or accrued but unpaid in respect of the Class B Notes;
- (g) *seventh*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Class B Notes;
- (h) *eighth*, in or towards satisfaction of all amounts of interest due or accrued and principal due but unpaid in respect of the Subordinated Loan; and
- (i) *ninth*, in and towards satisfaction of any Deferred Purchase Price Instalment to the Sellers.

### **Subordinated Loan Agreement**

On the Closing Date and on any Issue Date, Amstelhuys N.V. will make available to the Issuer the Subordinated Loan. The Subordinated Loan will be in an amount of euro 9,290,000.00 and will for an amount of euro 8,817,500.00 be credited to the Reserve Account and the remainder will be used by the Issuer to pay certain initial costs and expenses in connection with the issue of the relevant Notes. On each Issue Date, the Subordinated Loan will be increased, to the extent required, in order to maintain the Reserve Account up to the Reserve Account Required Amount and any proceeds will be credited to the Reserve Account.

### 5.3 Loss Allocation

#### Principal Deficiency Ledger

A Principal Deficiency Ledger comprising five sub-ledgers, known as the Class A1 Principal Deficiency Ledger, the Class A2 Principal Deficiency Ledger, the Class A3 Principal Deficiency Ledger and the Class A4 Principal Deficiency Ledger and the Class B Principal Deficiency Ledger, respectively, will be established by or on behalf of the Issuer in order to record any Realised Losses on the Mortgage Receivables as Principal Deficiency upon completion of the foreclosure, such that there is no more collateral securing the Mortgage Receivable. On any Notes Calculation Date, any Realised Losses shall be debited to the Class B Principal Deficiency Ledger (such debit items being recredited at item (h) of the Revenue Priority of Payments) so long as the debit balance on such sub-ledger is less than the Principal Amount Outstanding of the Class B Notes and thereafter such amounts shall be debited, *pro rata* and *pari passu* according to the Principal Amount Outstanding of the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes on the relevant Notes Calculation Date, to the Class A Principal Deficiency Ledger (such debit items being recredited at item (f) of the Revenue Priority of Payments).

**Realised Losses** means, on any Notes Payment Date, the sum of:

- (a) the balance between (i) the aggregate Outstanding Principal Amount in respect of Mortgage Receivables less, with respect to Savings Mortgage Receivables, Life Mortgage Receivables with a Savings Element and the Bank Savings Mortgage Receivables, the relevant Participations, on which the relevant Seller or the Non-performing Mortgage Loan Servicer or the Issuer has foreclosed during the immediately preceding Notes Calculation Period, and (ii) the sum of (x) the Net Foreclosure Proceeds on such Mortgage Receivables other than Savings Mortgage Receivables, Life Mortgage Receivables with a Savings Element and the Bank Savings Mortgage Receivables and (y) the Net Foreclosure Proceeds on such Savings Mortgage Receivables, Life Mortgage Receivables with a Savings Element and Bank Savings Mortgage Receivables up to the amount of the relevant Savings Mortgage Receivables, Life Mortgage Receivables with a Savings Element or Bank Savings Mortgage Receivables less the relevant Participations; and
- (b) with respect to Mortgage Receivables sold by the Issuer during the immediately preceding Notes Calculation Period, the balance, if any, between (x) the aggregate Outstanding Principal Amount, less with respect to such Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and Bank Savings Mortgage Receivables, the relevant Participations, and (y) the purchase price received in respect of such Mortgage Receivables to the extent relating to the principal less, with respect to Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and the Bank Savings Mortgage Receivables, the relevant Participations; and
- (c) with respect to the Mortgage Receivables in respect of which the Borrower has successfully invoked set-off or defences to payments or (p)repaid any amounts, the amount by which the Mortgage Receivables have been extinguished (*teniet gegaan*) as a result thereof unless and to the extent such amount is received from the relevant Seller or otherwise pursuant to any items (i) and (iii) of the Available Principal Funds.

## 5.4 Liquidity Support

### *Cash Advance Facility*

On the Closing Date, the Issuer will enter into the Cash Advance Facility Agreement with the Cash Advance Facility Provider. The Issuer will be entitled on any Notes Payment Date (other than on (i) a Notes Payment Date if and to the extent the Notes are redeemed in full on such Notes Payment Date, or (ii) the Final Maturity Date) to make drawings under the Cash Advance Facility Agreement up to the Cash Advance Facility Maximum Amount.

The Cash Advance Facility Agreement is for a maximum term of 364 days. The commitment of the Cash Advance Facility Provider is extendable at the request of the Issuer. Any drawing under the Cash Advance Facility Agreement by the Issuer shall only be made on a Notes Payment Date if and to the extent that, after the application of amounts available on the Reserve Account and without taking into account any drawing under the Cash Advance Facility, there is a shortfall in the Available Revenue Funds to meet items (a) to (g) (inclusive), but not item (f), in the Revenue Priority of Payments in full on that Notes Payment Date, provided that no drawing may be made to meet item (g) if there is a debit balance on the Class B Principal Deficiency Ledger. Certain payments to the Cash Advance Facility Provider will rank in priority in respect of payments and security to *inter alia* the Notes. If a Cash Advance Facility Stand-by Drawing is to be repaid by the Issuer, such repayment shall be made by the Issuer from the Issuer Collection Account directly to the Cash Advance Facility Provider (outside of the Revenue Priority of Payments).

If, (a) at any time, (i) the Cash Advance Facility Provider is assigned a credit rating of less than the Requisite Credit Rating or any such credit rating is withdrawn, and (ii) within 30 calendar days of such downgrading the Cash Advance Facility Provider is not replaced with an alternative Cash Advance Facility Provider who has been assigned at least a credit rating equal to the Requisite Credit Rating, or (b) the Cash Advance Facility Provider has refused to extend the Cash Advance Facility Agreement upon the Issuer's request, or (c) the Issuer has requested that the Cash Advance Facility Provider transfers its rights and obligations under the Cash Advance Facility Agreement to a third party, and the Cash Advance Facility Provider has not immediately been replaced with a Cash Advance Facility Provider having the Requisite Credit Rating, the Issuer will be required forthwith to draw down the entirety of the undrawn portion under the Cash Advance Facility Agreement (a **Cash Advance Facility Stand-by Drawing**) and credit such amount to the Issuer Collection Account maintained with the Issuer Account Bank. Amounts so credited to the Issuer Collection Account may be utilised by the Issuer in the same manner as a drawing under the Cash Advance Facility Agreement.

## **5.5 Issuer Transaction Accounts**

### ***Issuer Collection Account***

The Issuer will maintain with the Issuer Account Bank the Issuer Collection Account to which all amounts received (i) in respect of the Mortgage Receivables and (ii) from the Savings Insurance Company and the Bank Savings Participant under the Participation Agreements and (iii) from the other parties to the Transaction Documents will be paid.

The Issuer Administrator will identify all amounts paid into the Issuer Collection Account by crediting such amounts to ledgers established for such purpose. Payments received on or before each Mortgage Collection Payment Date in respect of the Mortgage Loans will be identified as principal or revenue receipts and credited to a Principal Ledger or a Revenue Ledger, as the case may be. Further ledgers will be maintained to record amounts held in the Issuer Account Agreement in connection with the Financial Cash Collateral Agreement and in connection with certain drawings made under the Cash Advance Facility.

Payments may be made from the Issuer Collection Account other than on a Notes Payment Date only to satisfy (i) amounts due to third parties (other than pursuant to the Transaction Documents) and payable in connection with the Issuer's business, (ii) amounts due under the Participation Agreements and (iii) the repayment of any Cash Advance Facility Stand-by Drawing in accordance with the Cash Advance Facility Agreement.

If, at any time, the Issuer Account Bank is assigned a credit rating of less than the Requisite Credit Rating or any such credit rating is withdrawn, the Issuer will be required within 30 calendar days of such reduction or withdrawal of such credit rating to (i) transfer the balance standing to the credit of the Issuer Transaction Accounts to an alternative Issuer Account Bank having the Requisite Credit Rating or (ii) find any other solution to maintain the then current credit ratings assigned to the Notes.

### ***Reserve Account***

The Issuer will maintain with the Issuer Account Bank the Reserve Account, to which the part of the net proceeds of the Subordinated Loan will be credited. Amounts credited to the Reserve Account will be available on any Notes Payment Date to meet items (a) to (m) (inclusive) of the Revenue Priority of Payments in the event that the Available Revenue Funds are not sufficient to meet such payment obligations on a Notes Payment Date, before application of any funds drawn under the Cash Advance Facility Agreement.

If and to the extent that the Available Revenue Funds on any Notes Payment Date exceed the aggregate amounts payable under items (a) to (m) (inclusive) in the Revenue Priority of Payments, such excess amount will be used to deposit in or, as the case may be, to replenish the Reserve Account by crediting such amount to the Reserve Account up to the Reserve Account Required Amount. The Reserve Account Required Amount shall on any Notes Calculation Date be at a level equal to (a) 2.5% of the aggregate original principal amount of the Notes, on the Closing Date, (b) 2.5% of the aggregate original principal amount of the Notes outstanding minus the original principal amount of the Notes redeemed on an Optional Redemption Date pursuant to Condition 6(d), on any Notes Payment Date, or (c) zero, on the Notes Payment Date on which the Notes have been or are to be redeemed in full;

On the Notes Payment Date on which all amounts of principal due in respect of the Notes have been or will be paid, any amount remaining to be standing to the credit of the Reserve Account will on such date form part of the Available Revenue Funds and will be applied by the Issuer in or towards satisfaction of all items

in the Revenue Priority of Payments in accordance with the priority set out therein, if applicable including for redemption of principal of the Class B Notes.

***Construction Deposit Account***

The Issuer will maintain with the Issuer Account Bank the Construction Deposit Account. The Issuer and the Sellers will agree in the Mortgage Receivables Purchase Agreement that the Issuer will be entitled to withhold from the Initial Purchase Price an amount equal to the aggregate Construction Deposits on the Cut-Off Date. Such amount will be deposited in the Construction Deposit Account. On each Mortgage Collection Payment Date, the Issuer will release from the Construction Deposit Account such part of the Initial Purchase Price which equals the amount by which the aggregate Construction Deposits has been reduced during the preceding Notes Calculation Period and pay such amount to the Sellers.

An amount corresponding to the aggregate Construction Deposits relating to the Mortgage Receivables will be credited to the Construction Deposit Account on the Closing Date. Payments may be made from the Construction Deposit Account on a Notes Payment Date only to satisfy payment by the Issuer to the Sellers of (part of) the Initial Purchase Price as a result of the distribution of (part of) the Construction Deposit by the relevant Seller to the relevant Borrowers. In addition, the Construction Deposit Account will be debited with the amount Borrowers have set-off against the relevant Mortgage Receivables in connection with the Construction Deposits and as a result of which the Issuer has no further obligation to pay (such part of) the Initial Purchase Price. Such debited amount will be transferred to the Issuer Collection Account and form part of the Available Principal Funds. The interest accrued and received on the Construction Deposit Account shall be for the benefit of the Sellers and paid to the Sellers outside the Priorities of Payments.

## 6. PORTFOLIO INFORMATION

### 6.1 Stratification Tables

The numerical information set out below relates to the Final Pool which was selected on 31 March 2014 and from which the Final Portfolio to be purchased by the Issuer on the Closing Date will be selected.

1. Key characteristics	
Cutoff date	31 March 2014
Principal balance	358,498,030 EUR
Value of saving deposits	6,198,030 EUR
Net principal balance	352,300,000 EUR
Construction deposits	11,965,014 EUR
Net principal balance excl. construction and saving deposits	340,334,986 EUR
Number of loans	1559
Number of loanparts	3578
Average principal balance (borrower)	225,978.19 EUR
Weighted average current interest rate	4.37 %
Weighted average maturity	24.86 yr
Weighted average seasoning	3.12 yr
WA current loan to original market value	87.77 %
WA current loan to indexed market value	92.23 %
WA current loan to original foreclosure value	96.77 %
WA current loan to indexed foreclosure value	101.46 %

2. Redemption Type							
Description	Aggregate Outstanding		Nr of Loanparts	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
	Current	Notional Amount (EUR)					
Annuity	111,895,090	31.76%	966	27.00%	4.07	28.43	84.95%
Interest only	132,399,282	37.58%	1,501	41.95%	4.33	24.20	88.11%
Investment	5,212,788	1.48%	56	1.57%	4.79	17.63	100.35%
Life	10,666,668	3.03%	99	2.77%	4.54	20.64	102.12%
Linear	9,282,828	2.63%	95	2.66%	4.06	26.68	74.98%
Savings	57,109,431	16.21%	647	18.08%	4.79	23.22	84.83%
Savings / Life	25,733,913	7.30%	214	5.98%	4.87	18.90	100.87%
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

3. Outstanding Current Loan Amount									
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total						
25,000	50,000	50,000	0.01%	1	0.06%	4.00	29.67	40.98%	
50,000	75,000	1,360,925	0.39%	21	1.35%	4.27	27.30	54.14%	
75,000	100,000	6,757,508	1.92%	74	4.75%	4.28	26.07	63.34%	
100,000	150,000	45,143,932	12.81%	350	22.45%	4.41	26.43	76.27%	
150,000	200,000	61,252,244	17.39%	353	22.64%	4.41	25.13	82.16%	
200,000	250,000	54,733,981	15.54%	244	15.65%	4.48	24.60	87.53%	
250,000	300,000	51,316,437	14.57%	188	12.06%	4.40	23.62	93.70%	
300,000	350,000	39,204,139	11.13%	122	7.83%	4.36	23.43	94.45%	
350,000	400,000	34,460,389	9.78%	92	5.90%	4.24	25.32	90.10%	
400,000	450,000	15,584,242	4.42%	37	2.37%	4.43	25.29	94.12%	
450,000	500,000	15,606,905	4.43%	33	2.12%	4.16	25.90	93.81%	
500,000	550,000	8,878,265	2.52%	17	1.09%	4.05	24.01	92.76%	
550,000	600,000	4,101,979	1.16%	7	0.45%	4.46	22.57	105.69%	
600,000	650,000	3,747,858	1.06%	6	0.38%	4.36	25.44	93.32%	
650,000	700,000	4,773,299	1.35%	7	0.45%	3.75	26.84	93.17%	
700,000	750,000	2,169,686	0.62%	3	0.19%	4.61	23.03	108.52%	
750,000	800,000	2,308,211	0.66%	3	0.19%	4.34	28.32	94.42%	
800,000	850,000	850,000	0.24%	1	0.06%	4.44	20.53	114.94%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>225,978</b>
<b>Minimum</b>	<b>50,000</b>
<b>Maximum</b>	<b>850,000</b>

4. Origination Year									
From (>=)	Until (<)	Aggregate Outstanding		Nr of Loanparts	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total						
2003	2004	30,004,002	8.52%	285	7.97%	4.81	18.30	100.78%	
2004	2005	19,440,901	5.52%	208	5.81%	4.90	19.59	98.90%	
2005	2006	19,137,115	5.43%	191	5.34%	4.24	21.14	100.46%	
2006	2007	15,185,422	4.31%	166	4.64%	4.51	21.52	100.10%	
2007	2008	5,864,409	1.66%	64	1.79%	4.83	22.90	102.13%	
2008	2009	4,763,173	1.35%	61	1.70%	5.00	23.47	85.03%	
2009	2010	2,502,237	0.71%	45	1.26%	4.95	23.86	86.46%	
2010	2011	4,205,969	1.19%	53	1.48%	4.60	25.44	95.52%	
2011	2012	15,462,858	4.39%	189	5.28%	4.80	25.46	86.93%	
2012	2013	43,267,634	12.28%	539	15.06%	4.70	26.18	81.24%	
2013	2014	186,944,144	53.06%	1,724	48.18%	4.10	26.89	83.23%	
2014	>	5,522,135	1.57%	53	1.48%	3.65	23.47	88.58%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>-</b>
<b>Minimum</b>	<b>13 January 2003</b>
<b>Maximum</b>	<b>30 January 2014</b>

5. Seasoning									
From (>=)	Until (<)	Aggregate Outstanding		Nr of Loanparts	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total						
<	1 year	184,981,241	52.51%	1,684	47.07%	4.07	26.82	83.42%	
1 years	2 years	40,309,115	11.44%	504	14.09%	4.69	26.32	80.87%	
2 years	3 years	23,601,375	6.70%	289	8.08%	4.77	25.60	84.95%	
3 years	4 years	6,247,224	1.77%	74	2.07%	4.53	25.24	94.22%	
4 years	5 years	2,464,661	0.70%	47	1.31%	4.90	24.14	90.42%	
5 years	6 years	4,346,099	1.23%	55	1.54%	5.00	23.57	82.26%	
6 years	7 years	5,299,987	1.50%	59	1.65%	4.94	23.09	99.95%	
7 years	8 years	10,916,618	3.10%	123	3.44%	4.64	21.67	101.79%	
8 years	9 years	21,237,981	6.03%	218	6.09%	4.25	21.27	100.11%	
9 years	10 years	17,875,554	5.07%	191	5.34%	4.73	19.78	99.21%	
10 years	11 years	32,691,342	9.28%	307	8.58%	4.84	18.54	100.63%	
11 years	12 years	2,328,802	0.66%	27	0.75%	4.83	17.91	96.26%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>3.12</b>
<b>Minimum</b>	<b>0.17</b>
<b>Maximum</b>	<b>11.17</b>

6. Legal Maturity									
From (>=)	Until (<)	Aggregate Outstanding				WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total				
2014	2015	1,166,097	0.33%	12	0.34%	3.20	0.57	92.90%	
2015	2016	4,453,975	1.26%	49	1.37%	3.24	1.47	91.46%	
2016	2017	1,550,746	0.44%	16	0.45%	3.24	1.87	91.58%	
2017	2018	101,700	0.03%	2	0.06%	4.29	3.29	81.01%	
2018	2019	265,126	0.08%	5	0.14%	4.86	4.52	83.21%	
2019	2020	279,823	0.08%	8	0.22%	4.48	5.12	74.92%	
2020	2025	3,904,778	1.11%	64	1.79%	4.67	9.04	83.73%	
2025	2030	8,874,535	2.52%	132	3.69%	4.65	13.93	80.10%	
2030	2035	67,025,432	19.03%	699	19.54%	4.72	19.22	92.81%	
2035	2040	63,802,975	18.11%	692	19.34%	4.48	22.62	95.89%	
2040	2045	200,874,812	57.02%	1,899	53.07%	4.23	29.14	83.80%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

Weighted Average	-
Minimum	1 Jun 14
Maximum	1 Feb 44

7. Remaining Tenor									
From (>=)	Until (<)	Aggregate Outstanding				WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total				
<	1 year	1,764,815	0.50%	19	0.53%	3.22	0.68	93.42%	
1 years	2 years	5,388,904	1.53%	56	1.57%	3.24	1.64	91.22%	
2 years	3 years	17,099	0.00%	2	0.06%	3.84	2.45	75.40%	
3 years	4 years	101,700	0.03%	2	0.06%	4.29	3.29	81.01%	
4 years	5 years	392,632	0.11%	8	0.22%	4.51	4.63	83.09%	
5 years	6 years	152,317	0.04%	5	0.14%	5.06	5.33	68.28%	
6 years	7 years	412,215	0.12%	11	0.31%	4.48	6.33	86.33%	
7 years	8 years	478,145	0.14%	11	0.31%	4.22	7.48	75.11%	
8 years	9 years	525,725	0.15%	10	0.28%	4.42	8.43	82.89%	
9 years	10 years	1,335,773	0.38%	17	0.48%	4.81	9.41	87.49%	
10 years	11 years	1,152,921	0.33%	15	0.42%	4.88	10.50	82.41%	
11 years	12 years	711,727	0.20%	10	0.28%	4.58	11.47	81.16%	
12 years	13 years	1,191,764	0.34%	21	0.59%	4.60	12.42	79.08%	
13 years	14 years	2,474,027	0.70%	42	1.17%	4.69	13.50	75.95%	
14 years	15 years	2,262,796	0.64%	30	0.84%	4.50	14.48	79.01%	
15 years	16 years	2,399,040	0.68%	32	0.89%	4.81	15.47	85.62%	
16 years	17 years	3,987,016	1.13%	46	1.29%	4.45	16.58	85.41%	
17 years	18 years	6,667,668	1.89%	78	2.18%	4.53	17.50	81.47%	
18 years	19 years	6,525,970	1.85%	80	2.24%	4.71	18.48	80.99%	
19 years	20 years	34,155,929	9.70%	331	9.25%	4.72	19.49	96.26%	
20 years	21 years	18,555,059	5.27%	193	5.39%	4.79	20.45	97.97%	
21 years	22 years	21,848,820	6.20%	236	6.60%	4.30	21.50	98.40%	
22 years	23 years	17,739,058	5.04%	189	5.28%	4.47	22.39	98.08%	
23 years	24 years	9,252,167	2.63%	97	2.71%	4.77	23.50	94.29%	
24 years	25 years	8,493,314	2.41%	86	2.40%	4.62	24.49	87.58%	
25 years	26 years	3,788,668	1.08%	58	1.62%	4.71	25.48	87.55%	
26 years	27 years	6,362,589	1.81%	73	2.04%	4.47	26.62	95.78%	
27 years	28 years	13,653,895	3.88%	157	4.39%	4.77	27.53	86.66%	
28 years	29 years	35,550,909	10.09%	423	11.82%	4.69	28.46	81.41%	
29 years	30 years	144,957,339	41.15%	1,240	34.66%	4.06	29.58	83.59%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

Weighted Average	24.86
Minimum	0.25
Maximum	29.92

8a. Original Loan to Original Foreclosure Value										
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *		
		Current	Notional Amount (EUR)						% of Total	
30%	40%		1,178,541		0.33%	9	0.58%	4.08	26.24	32.02%
40%	50%		3,997,283		1.13%	35	2.25%	4.23	25.00	40.30%
50%	60%		6,955,878		1.97%	45	2.89%	4.23	24.24	49.19%
60%	70%		14,524,125		4.12%	89	5.71%	4.27	24.95	57.22%
70%	80%		23,903,895		6.79%	126	8.08%	4.18	24.55	67.73%
80%	90%		44,165,198		12.54%	219	14.05%	4.30	25.86	75.92%
90%	100%		70,494,626		20.01%	337	21.62%	4.28	26.01	83.07%
100%	110%		67,410,468		19.13%	246	15.78%	4.33	25.30	92.84%
110%	120%		86,933,318		24.68%	318	20.40%	4.45	24.07	102.65%
120%	130%		32,736,667		9.29%	135	8.66%	4.72	22.43	108.06%
<b>Total</b>			<b>352,300,000</b>		<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>99.57%</b>
<b>Minimum</b>	<b>35.63%</b>
<b>Maximum</b>	<b>129.47%</b>

8b. Original Loan to Original Foreclosure Value										
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *		
		Current	Notional Amount (EUR)						% of Total	
NHG Guarantee			116,321,091		33.02%	719	46.12%	4.46	26.98	82.62%
30%	40%		894,796		0.25%	7	0.45%	3.96	25.63	32.37%
40%	50%		2,490,206		0.71%	20	1.28%	4.14	23.57	40.11%
50%	60%		5,401,569		1.53%	33	2.12%	4.15	24.22	50.43%
60%	70%		8,031,977		2.28%	39	2.50%	4.09	24.03	59.10%
70%	80%		15,702,494		4.46%	65	4.17%	4.03	23.57	69.89%
80%	90%		24,321,919		6.90%	93	5.97%	4.21	24.97	78.00%
90%	100%		36,983,756		10.50%	120	7.70%	4.17	24.79	84.45%
100%	110%		51,612,510		14.65%	158	10.13%	4.30	24.72	93.35%
110%	120%		65,914,681		18.71%	209	13.41%	4.42	23.03	103.20%
120%	130%		24,625,001		6.99%	96	6.16%	4.75	21.31	109.43%
<b>Total</b>			<b>352,300,000</b>		<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>99.57%</b>
<b>Minimum</b>	<b>35.63%</b>
<b>Maximum</b>	<b>129.47%</b>

9a. Current Loan to Original Foreclosure Value										
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *		
		Current	Notional Amount (EUR)						% of Total	
30%	40%		2,161,201		0.61%	17	1.09%	4.30	24.05	34.38%
40%	50%		5,492,586		1.56%	49	3.14%	4.17	24.38	40.48%
50%	60%		9,088,313		2.58%	54	3.46%	4.35	23.50	51.15%
60%	70%		16,332,383		4.64%	98	6.29%	4.27	24.78	59.45%
70%	80%		29,012,062		8.24%	144	9.24%	4.22	24.36	69.75%
80%	90%		50,248,939		14.26%	249	15.97%	4.30	25.72	78.01%
90%	100%		72,860,265		20.68%	329	21.10%	4.29	26.15	85.31%
100%	110%		63,208,132		17.94%	229	14.69%	4.38	24.85	95.57%
110%	120%		82,878,350		23.52%	305	19.56%	4.47	24.35	104.49%
120%	130%		21,017,768		5.97%	85	5.45%	4.69	21.84	110.72%
<b>Total</b>			<b>352,300,000</b>		<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>96.77%</b>
<b>Minimum</b>	<b>35.27%</b>
<b>Maximum</b>	<b>129.47%</b>

### 9b. Current Loan to Original Foreclosure Value

From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
		Current Notional Amount (EUR)	% of Total					
NHG Guarantee		116,321,091	33.02%	719	46.12%	4.46	26.98	82.62%
30%	40%	1,590,135	0.45%	12	0.77%	4.24	22.83	35.27%
40%	50%	3,002,895	0.85%	25	1.60%	3.97	23.63	39.57%
50%	60%	6,771,448	1.92%	38	2.44%	4.25	23.34	51.30%
60%	70%	8,904,249	2.53%	43	2.76%	4.11	24.05	61.35%
70%	80%	18,465,433	5.24%	74	4.75%	4.08	23.36	71.36%
80%	90%	27,222,910	7.73%	101	6.48%	4.19	24.72	79.83%
90%	100%	42,938,448	12.19%	134	8.60%	4.22	24.99	86.07%
100%	110%	48,774,262	13.84%	151	9.69%	4.35	24.21	96.36%
110%	120%	60,559,695	17.19%	192	12.32%	4.43	23.21	105.19%
120%	130%	17,749,435	5.04%	70	4.49%	4.73	21.15	111.74%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>96.77%</b>
<b>Minimum</b>	<b>35.27%</b>
<b>Maximum</b>	<b>129.47%</b>

### 10a. Current Loan to Indexed Foreclosure Value

From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
		Current Notional Amount (EUR)	% of Total					
30%	40%	1,425,480	0.40%	11	0.71%	4.08	23.38	33.04%
40%	50%	3,782,487	1.07%	36	2.31%	4.19	25.81	39.20%
50%	60%	8,775,644	2.49%	56	3.59%	4.21	23.67	47.05%
60%	70%	14,004,454	3.98%	86	5.52%	4.23	25.21	56.59%
70%	80%	21,431,605	6.08%	114	7.31%	4.15	24.90	65.15%
80%	90%	42,734,608	12.13%	212	13.60%	4.20	26.12	75.17%
90%	100%	66,225,797	18.80%	299	19.18%	4.28	26.16	82.92%
100%	110%	64,876,124	18.42%	248	15.91%	4.32	25.31	90.90%
110%	120%	65,218,957	18.51%	243	15.59%	4.38	24.56	101.54%
120%	130%	33,080,994	9.39%	130	8.34%	4.78	22.21	106.02%
130%	140%	25,952,211	7.37%	103	6.61%	4.70	22.60	110.30%
140%	150%	4,791,639	1.36%	21	1.35%	4.62	24.47	110.51%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>101.46%</b>
<b>Minimum</b>	<b>35.35%</b>
<b>Maximum</b>	<b>141.90%</b>

### 10b. Current Loan to Indexed Foreclosure Value

From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
		Current Notional Amount (EUR)	% of Total					
NHG Guarantee		116,321,091	33.02%	719	46.12%	4.46	26.98	82.62%
30%	40%	1,249,314	0.35%	9	0.58%	4.09	22.56	33.19%
40%	50%	1,997,326	0.57%	19	1.22%	4.07	25.39	39.05%
50%	60%	6,932,426	1.97%	40	2.57%	4.12	23.74	47.68%
60%	70%	7,905,227	2.24%	41	2.63%	4.05	24.81	57.77%
70%	80%	13,505,710	3.83%	57	3.66%	3.99	24.10	66.43%
80%	90%	23,159,138	6.57%	84	5.39%	4.05	25.47	76.61%
90%	100%	39,809,230	11.30%	126	8.08%	4.24	25.21	84.07%
100%	110%	45,380,774	12.88%	134	8.60%	4.26	24.42	92.59%
110%	120%	46,682,722	13.25%	146	9.36%	4.33	23.33	102.11%
120%	130%	25,801,432	7.32%	94	6.03%	4.77	21.03	107.62%
130%	140%	20,478,885	5.81%	77	4.94%	4.69	21.85	112.06%
140%	150%	3,076,725	0.87%	13	0.83%	4.63	23.49	111.84%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>101.46%</b>
<b>Minimum</b>	<b>35.35%</b>
<b>Maximum</b>	<b>141.90%</b>

11a. Original Loan to Original Market Value									
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total						
30%	40%	3,255,479	0.92%	28	1.80%	4.19	25.88	34.57%	
40%	50%	7,031,855	2.00%	50	3.21%	4.04	25.84	44.96%	
50%	60%	11,185,986	3.18%	71	4.55%	4.27	24.80	53.41%	
60%	70%	23,424,417	6.65%	131	8.40%	4.20	25.10	62.45%	
70%	80%	43,662,268	12.39%	231	14.82%	4.25	26.59	73.24%	
80%	90%	93,594,624	26.57%	408	26.17%	4.26	26.54	83.86%	
90%	100%	54,040,257	15.34%	192	12.32%	4.34	24.80	94.23%	
100%	110%	71,778,712	20.37%	289	18.54%	4.52	23.66	101.55%	
110%	120%	35,981,816	10.21%	134	8.60%	4.66	21.42	110.68%	
120%	130%	7,414,315	2.10%	23	1.48%	4.50	20.60	121.19%	
130%	140%	930,271	0.26%	2	0.13%	5.17	19.94	131.03%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>90.30%</b>
<b>Minimum</b>	<b>30.53%</b>
<b>Maximum</b>	<b>131.73%</b>

11b. Original Loan to Original Market Value									
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total						
NHG Guarantee		116,321,091	33.02%	719	46.12%	4.46	26.98	82.62%	
30%	40%	2,059,765	0.58%	17	1.09%	4.11	25.14	34.48%	
40%	50%	5,133,869	1.46%	34	2.18%	3.86	25.84	45.62%	
50%	60%	6,140,848	1.74%	32	2.05%	4.08	24.43	53.96%	
60%	70%	13,574,509	3.85%	61	3.91%	4.01	24.31	62.58%	
70%	80%	22,232,494	6.31%	89	5.71%	4.15	26.16	73.10%	
80%	90%	56,110,341	15.93%	170	10.90%	4.20	25.78	84.55%	
90%	100%	43,346,701	12.30%	134	8.60%	4.26	24.40	94.47%	
100%	110%	47,201,691	13.40%	166	10.65%	4.50	21.83	101.55%	
110%	120%	31,834,105	9.04%	112	7.18%	4.67	20.92	111.33%	
120%	130%	7,414,315	2.10%	23	1.48%	4.50	20.60	121.19%	
130%	140%	930,271	0.26%	2	0.13%	5.17	19.94	131.03%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>90.30%</b>
<b>Minimum</b>	<b>30.53%</b>
<b>Maximum</b>	<b>131.73%</b>

12a. Current Loan to Original Market Value									
From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total						
30%	40%	4,927,598	1.40%	43	2.76%	4.17	24.63	35.43%	
40%	50%	7,756,628	2.20%	52	3.34%	4.15	25.09	46.20%	
50%	60%	15,746,054	4.47%	97	6.22%	4.28	24.57	55.22%	
60%	70%	26,868,656	7.63%	144	9.24%	4.22	24.89	65.60%	
70%	80%	48,502,166	13.77%	251	16.10%	4.28	26.35	75.14%	
80%	90%	89,240,395	25.33%	379	24.31%	4.26	26.50	85.38%	
90%	100%	59,636,617	16.93%	213	13.66%	4.39	24.66	95.80%	
100%	110%	64,884,754	18.42%	263	16.87%	4.53	23.82	104.28%	
110%	120%	28,826,731	8.18%	99	6.35%	4.64	20.85	113.60%	
120%	130%	4,980,131	1.41%	16	1.03%	4.48	21.39	123.39%	
130%	140%	930,271	0.26%	2	0.13%	5.17	19.94	131.03%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>87.77%</b>
<b>Minimum</b>	<b>30.34%</b>
<b>Maximum</b>	<b>131.73%</b>

### 12b. Current Loan to Original Market Value

From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
		Current Notional Amount (EUR)	% of Total					
NHG Guarantee		116,321,091	33.02%	719	46.12%	4.46	26.98	82.62%
30%	40%	3,064,247	0.87%	25	1.60%	4.07	23.97	35.16%
40%	50%	5,613,595	1.59%	35	2.25%	3.95	25.30	46.65%
50%	60%	8,363,072	2.37%	43	2.76%	4.13	24.25	55.07%
60%	70%	15,615,464	4.43%	68	4.36%	4.04	24.11	65.71%
70%	80%	24,764,312	7.03%	94	6.03%	4.14	25.59	74.80%
80%	90%	56,249,310	15.97%	170	10.90%	4.23	25.64	85.86%
90%	100%	46,370,646	13.16%	145	9.30%	4.31	24.12	95.97%
100%	110%	42,305,697	12.01%	149	9.56%	4.52	22.00	104.80%
110%	120%	27,722,164	7.87%	93	5.97%	4.64	20.67	113.67%
120%	130%	4,980,131	1.41%	16	1.03%	4.48	21.39	123.39%
130%	140%	930,271	0.26%	2	0.13%	5.17	19.94	131.03%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>87.77%</b>
<b>Minimum</b>	<b>30.34%</b>
<b>Maximum</b>	<b>131.73%</b>

### 13a. Current Loan to Indexed Market Value

From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
		Current Notional Amount (EUR)	% of Total					
30%	40%	3,920,518	1.11%	34	2.18%	4.15	25.13	34.71%
40%	50%	7,672,776	2.18%	55	3.53%	4.16	24.75	45.07%
50%	60%	12,163,330	3.45%	74	4.75%	4.22	24.72	53.84%
60%	70%	23,756,489	6.74%	130	8.34%	4.12	25.36	63.31%
70%	80%	41,918,645	11.90%	216	13.86%	4.21	26.37	73.50%
80%	90%	87,212,253	24.76%	376	24.12%	4.26	26.73	83.87%
90%	100%	51,147,745	14.52%	190	12.19%	4.31	25.26	92.88%
100%	110%	53,354,407	15.14%	215	13.79%	4.45	24.17	100.53%
110%	120%	36,186,040	10.27%	139	8.92%	4.77	21.43	105.29%
120%	130%	21,781,296	6.18%	92	5.90%	4.62	22.49	109.42%
130%	140%	7,917,937	2.25%	23	1.48%	4.66	22.19	116.79%
140%	150%	4,862,065	1.38%	14	0.90%	4.66	20.05	123.71%
150%	160%	406,500	0.12%	1	0.06%	4.18	19.51	123.00%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>92.23%</b>
<b>Minimum</b>	<b>30.82%</b>
<b>Maximum</b>	<b>150.04%</b>

### 13b. Current Loan to Indexed Market Value

From (>)	Until (<=)	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
		Current Notional Amount (EUR)	% of Total					
NHG Guarantee		116,321,091	33.02%	719	46.12%	4.46	26.98	82.62%
30%	40%	2,696,270	0.77%	22	1.41%	4.11	24.13	34.78%
40%	50%	5,554,557	1.58%	36	2.31%	4.03	25.02	46.23%
50%	60%	7,719,191	2.19%	40	2.57%	4.08	24.78	54.15%
60%	70%	13,448,566	3.82%	58	3.72%	3.92	24.75	64.60%
70%	80%	22,505,833	6.39%	87	5.58%	4.08	25.95	73.72%
80%	90%	52,129,982	14.80%	153	9.81%	4.21	25.94	84.75%
90%	100%	39,007,088	11.07%	119	7.63%	4.23	24.75	94.06%
100%	110%	33,528,541	9.52%	114	7.31%	4.40	22.18	100.64%
110%	120%	29,012,832	8.24%	105	6.74%	4.77	20.41	106.22%
120%	130%	17,682,428	5.02%	70	4.49%	4.59	21.74	110.18%
130%	140%	7,425,056	2.11%	21	1.35%	4.68	21.88	117.10%
140%	150%	4,862,065	1.38%	14	0.90%	4.66	20.05	123.71%
150%	>	406,500	0.12%	1	0.06%	4.18	19.51	123.00%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>92.23%</b>
<b>Minimum</b>	<b>30.82%</b>
<b>Maximum</b>	<b>150.04%</b>

14. Loanpart Coupon (interest rate bucket)									
From (>)	Until (<=)	Aggregate Outstanding				WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total				
2.0.%	2.5.%	924,638	0.26%	17	0.48%	2.45	29.11	67.43%	
2.5.%	3.0.%	19,507,075	5.54%	218	6.09%	2.80	27.47	81.04%	
3.0.%	3.5.%	24,442,025	6.94%	270	7.55%	3.29	19.35	88.24%	
3.5.%	4.0.%	54,668,526	15.52%	514	14.37%	3.87	26.91	83.87%	
4.0.%	4.5.%	94,753,396	26.90%	884	24.71%	4.28	25.83	88.14%	
4.5.%	5.0.%	100,028,930	28.39%	1,069	29.88%	4.75	24.93	87.50%	
5.0.%	5.5.%	48,398,824	13.74%	474	13.25%	5.24	22.80	93.03%	
5.5.%	6.0.%	8,621,488	2.45%	117	3.27%	5.71	21.56	96.94%	
6.0.%	6.5.%	827,199	0.23%	13	0.36%	6.20	22.64	93.99%	
6.5.%	7.0.%	127,900	0.04%	2	0.06%	6.64	12.51	111.80%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>4.37</b>
<b>Minimum</b>	<b>2.35</b>
<b>Maximum</b>	<b>6.65</b>

15. Remaining Fixed Interest Rate Period									
From (>)	Until (<=)	Aggregate Outstanding				WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
		Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total				
Floating Rate Loans		19,605,636	5.57%	229	6.40%	2.92	27.86	85.21%	
<	1 year	12,422,140	3.53%	153	4.28%	3.78	19.21	95.57%	
1 years	2 years	28,174,967	8.00%	281	7.85%	3.70	19.08	96.45%	
2 years	3 years	8,634,675	2.45%	107	2.99%	4.71	21.76	100.04%	
3 years	4 years	11,622,807	3.30%	137	3.83%	4.93	22.74	97.71%	
4 years	5 years	35,531,932	10.09%	365	10.20%	4.17	24.19	90.82%	
5 years	6 years	4,246,691	1.21%	51	1.43%	5.18	21.44	91.92%	
6 years	7 years	10,104,179	2.87%	119	3.33%	4.48	23.50	99.79%	
7 years	8 years	16,096,171	4.57%	198	5.53%	4.76	25.84	81.54%	
8 years	9 years	27,838,241	7.90%	346	9.67%	4.76	26.54	79.13%	
9 years	10 years	104,531,185	29.67%	901	25.18%	4.33	26.75	85.37%	
10 years	11 years	3,023,509	0.86%	26	0.73%	5.32	19.05	99.20%	
11 years	12 years	2,486,378	0.71%	27	0.75%	4.39	20.30	100.40%	
12 years	13 years	1,862,459	0.53%	20	0.56%	4.99	22.58	88.00%	
13 years	14 years	1,632,202	0.46%	20	0.56%	5.12	23.07	75.30%	
14 years	15 years	15,946,938	4.53%	150	4.19%	4.59	26.75	80.65%	
15 years	16 years	351,900	0.10%	4	0.11%	5.73	22.05	73.37%	
16 years	17 years	826,516	0.23%	8	0.22%	5.14	23.29	89.40%	
17 years	18 years	1,980,993	0.56%	22	0.61%	5.35	23.93	77.29%	
18 years	19 years	2,933,545	0.83%	32	0.89%	5.27	24.93	72.50%	
19 years	20 years	22,043,478	6.26%	187	5.23%	4.87	26.69	80.79%	
20 years	21 years	461,060	0.13%	6	0.17%	4.81	20.94	86.55%	
21 years	22 years	8,614,243	2.45%	88	2.46%	4.31	22.12	96.00%	
22 years	23 years	3,019,481	0.86%	31	0.87%	4.55	22.65	99.22%	
23 years	24 years	1,747,892	0.50%	17	0.48%	5.14	23.14	102.38%	
24 years	25 years	563,441	0.16%	6	0.17%	5.49	24.51	96.34%	
26 years	27 years	363,720	0.10%	4	0.11%	5.23	26.75	83.36%	
27 years	28 years	1,047,222	0.30%	13	0.36%	5.34	26.64	80.86%	
28 years	29 years	656,942	0.19%	6	0.17%	5.43	28.42	77.06%	
29 years	30 years	3,929,461	1.12%	24	0.67%	5.23	29.11	88.09%	
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>	

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>8.76</b>
<b>Minimum</b>	<b>0.08</b>
<b>Maximum</b>	<b>29.67</b>

16. Interest Payment Type									
Description	Aggregate Outstanding				WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *		
	Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total					
Fixed Rate Loan (for life)	33,720,263	9.57%	346	9.67%	4.56	17.44	88.99%		
Fixed Rate Loan (w ith resets)	298,974,101	84.86%	3,003	83.93%	4.44	25.50	87.79%		
Floating Rate	19,605,636	5.57%	229	6.40%	2.92	27.86	85.21%		
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>		

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

17. Property Description								
Property	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
	Current	Notional Amount (EUR)						
Residential (flat, apartment)		36,015,174		10.22%		4.35	25.10	88.30%
Residential (house)		316,284,826		89.78%		4.37	24.83	87.70%
<b>Total</b>		<b>352,300,000</b>		<b>100%</b>		<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

18. Geographical Distribution (by province)								
Province	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
	Current	Notional Amount (EUR)						
Drenthe		6,960,149		1.98%		4.36	24.11	90.75%
Flevoland		9,100,689		2.58%		4.50	24.73	96.23%
Friesland		7,555,293		2.14%		4.52	24.38	92.96%
Gelderland		40,778,997		11.58%		4.33	25.53	85.35%
Groningen		8,121,519		2.31%		4.82	22.20	91.45%
Limburg		10,937,471		3.10%		4.45	24.13	83.64%
Noord-Brabant		52,082,183		14.78%		4.30	25.33	84.50%
Noord-Holland		78,454,732		22.27%		4.32	25.09	88.35%
Overijssel		13,379,698		3.80%		4.26	25.29	82.28%
Utrecht		36,735,430		10.43%		4.35	24.35	90.73%
Zeeland		8,844,439		2.51%		4.49	25.12	91.03%
Zuid-Holland		79,349,400		22.52%		4.39	24.60	88.23%
<b>Total</b>		<b>352,300,000</b>		<b>100%</b>		<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

19. Geographical distribution (by economic region)								
Economic region	Aggregate Outstanding		Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *	
	Current	Notional Amount (EUR)						
NL111 Oost-Groningen		680,764		0.19%		4.67	21.92	77.93%
NL112 Delfzijl en omgeving		318,492		0.09%		4.46	20.23	91.02%
NL113 Overig Groningen		7,122,263		2.02%		4.85	22.31	92.76%
NL121 Noord-Friesland		3,779,615		1.07%		4.54	24.87	95.55%
NL122 Zuidw est-Friesland		930,467		0.26%		4.10	24.68	71.86%
NL123 Zuidoost-Friesland		2,845,210		0.81%		4.62	23.62	96.42%
NL131 Noord-Drenthe		3,961,934		1.12%		4.44	24.74	87.34%
NL132 Zuidoost-Drenthe		788,633		0.22%		4.13	28.89	65.59%
NL133 Zuidw est-Drenthe		2,209,583		0.63%		4.29	21.27	105.83%
NL211 Noord-Overijssel		5,165,670		1.47%		4.26	25.18	80.76%
NL212 Zuidw est-Overijssel		3,256,489		0.92%		4.26	25.25	82.29%
NL213 Tw ente		4,957,540		1.41%		4.26	25.44	83.86%
NL221 Veluw e		12,092,393		3.43%		4.27	25.67	82.89%
NL224 Zuidw est-Gelderland		6,927,120		1.97%		4.09	25.42	82.75%
NL225 Achterhoek		8,569,906		2.43%		4.48	25.27	84.63%
NL226 Arnhem/Nijmegen		13,495,828		3.83%		4.41	25.54	89.93%
NL230 Flevoland		9,100,689		2.58%		4.50	24.73	96.23%
NL310 Utrecht		36,683,221		10.41%		4.38	24.40	90.53%
NL321 Kop van Noord-Holland		7,771,167		2.21%		4.16	24.68	86.03%
NL322 Alkmaar en omgeving		4,830,424		1.37%		4.20	24.95	81.95%
NL323 IJmond		7,479,626		2.12%		4.52	24.65	81.28%
NL324 Agglomeratie Haarlem		12,432,579		3.53%		4.33	26.29	86.23%
NL325 Zaanstreek		3,104,054		0.88%		4.51	23.83	80.30%
NL326 Groot-Amsterdam		36,711,220		10.42%		4.30	25.09	90.91%
NL327 Het Gooi en Vechtstreek		6,674,987		1.89%		4.30	24.78	96.52%
NL331 Agglomeratie Leiden en Bollenstreek		9,785,097		2.78%		4.41	24.75	84.70%
NL332 Agglomeratie Den Haag		21,538,590		6.11%		4.48	24.26	89.49%
NL333 Delft en Westland		6,404,507		1.82%		4.14	25.34	81.67%
NL334 Oost-Zuid-Holland		6,950,101		1.97%		4.14	25.66	81.81%
NL335 Groot-Rijnmond		24,153,132		6.86%		4.41	23.79	92.94%
NL336 Zuidoost-Zuid-Holland		9,714,608		2.76%		4.46	25.62	86.65%
NL341 Zeeuw sch-Vlaanderen		1,633,589		0.46%		3.81	24.16	94.79%
NL342 Overig Zeeland		7,210,850		2.05%		4.65	25.34	90.18%
NL411 West-Noord-Brabant		11,529,732		3.27%		4.27	24.24	87.29%
NL412 Midden-Noord-Brabant		12,090,153		3.43%		4.38	26.00	83.66%
NL413 Noordoost-Noord-Brabant		14,608,328		4.15%		4.22	25.50	86.42%
NL414 Zuidoost-Noord-Brabant		13,853,970		3.93%		4.35	25.47	80.88%
NL421 Noord-Limburg		3,425,090		0.97%		4.58	22.67	77.56%
NL422 Midden-Limburg		2,715,372		0.77%		4.49	23.65	79.86%
NL423 Zuid-Limburg		4,797,009		1.36%		4.33	25.45	90.13%
<b>Total</b>		<b>352,300,000</b>		<b>100%</b>		<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

## 20. Construction Deposits (as percentage of net principal outstanding amount)

From (>)	Until (<=)	Construction Deposit Amount	Aggregate Outstanding Current Notional Amount (EUR)	% of Total	Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
No Construction Deposit		-	277,903,914	78.88%	1,234	79.15%	4.44	24.30	88.33%
0.00%	5.00%	396,972	29,415,171	8.35%	156	10.01%	4.19	27.17	85.33%
5.00%	10.00%	862,230	11,745,417	3.33%	49	3.14%	4.08	27.15	85.54%
10.00%	15.00%	808,214	6,373,380	1.81%	23	1.48%	4.00	26.40	87.32%
15.00%	20.00%	627,694	3,553,287	1.01%	12	0.77%	3.70	27.51	84.24%
20.00%	25.00%	829,740	3,673,664	1.04%	13	0.83%	3.77	24.20	90.58%
25.00%	30.00%	716,472	2,577,272	0.73%	11	0.71%	4.35	28.13	90.90%
30.00%	35.00%	748,331	2,336,554	0.66%	7	0.45%	4.27	29.38	95.74%
35.00%	40.00%	1,481,277	3,879,328	1.10%	14	0.90%	3.98	28.32	85.31%
40.00%	45.00%	1,356,384	3,182,056	0.90%	11	0.71%	3.76	24.97	88.58%
45.00%	50.00%	1,459,422	3,071,047	0.87%	11	0.71%	4.15	24.13	79.67%
50.00%	55.00%	533,297	1,051,417	0.30%	4	0.26%	4.36	29.63	86.04%
55.00%	60.00%	816,604	1,409,880	0.40%	6	0.38%	4.01	28.60	80.76%
60.00%	65.00%	1,328,377	2,127,614	0.60%	8	0.51%	3.72	25.66	70.63%
<b>Total</b>		<b>11,965,014</b>	<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Average</b>	<b>36,815.43</b>
<b>Minimum</b>	<b>1.06</b>
<b>Maximum</b>	<b>291,384.34</b>

## 21. Occupancy

Description	Aggregate Outstanding Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
Owner-occupied	352,300,000	100.00%	3,578	100.00%	4.37	24.86	87.77%
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

## 22. Borrower Employment Status at Origination

Description	Aggregate Outstanding Current Notional Amount (EUR)	% of Total	Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
Employed or full loan is guaranteed	303,056,708	86.02%	1,364	87.49%	4.39	24.89	88.21%
Other	8,321,591	2.36%	34	2.18%	4.27	24.57	88.87%
Pensioner	8,810,416	2.50%	51	3.27%	3.82	24.57	73.04%
Self-employed	32,111,285	9.11%	110	7.06%	4.30	24.72	87.33%
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

## 23. Loan to Income

From (>)	Until (<=)	Aggregate Outstanding Current Notional Amount (EUR)	% of Total	Nr of Loans	% of Total	WA Coupon (%)	WA Maturity (yrs)	WA CLTOMV *
Unknown		59,740,554	16.96%	226	14.50%	4.51	21.57	97.23%
0.50	1.00	91,304	0.03%	1	0.06%	4.65	23.26	58.91%
1.00	1.50	1,529,930	0.43%	13	0.83%	4.04	25.47	51.52%
1.50	2.00	6,061,905	1.72%	48	3.08%	4.26	22.86	60.20%
2.00	2.50	13,680,899	3.88%	82	5.26%	4.23	25.30	68.64%
2.50	3.00	25,713,953	7.30%	137	8.79%	4.29	25.42	76.00%
3.00	3.50	42,841,866	12.16%	206	13.21%	4.33	26.06	84.62%
3.50	4.00	58,537,041	16.62%	261	16.74%	4.37	26.07	86.74%
4.00	4.50	62,585,727	17.76%	270	17.32%	4.41	26.28	88.43%
4.50	5.00	49,300,495	13.99%	207	13.28%	4.29	26.39	89.38%
5.00	5.50	19,975,878	5.67%	64	4.11%	4.30	22.97	95.66%
5.50	6.00	9,101,347	2.58%	31	1.99%	4.40	20.51	98.93%
6.00	6.50	1,250,118	0.35%	5	0.32%	4.05	19.81	102.31%
6.50	7.00	200,000	0.06%	1	0.06%	5.40	20.08	62.11%
7.00	7.50	791,430	0.22%	4	0.26%	3.78	14.35	97.96%
7.50	8.00	320,001	0.09%	1	0.06%	5.00	20.33	113.00%
8.00	8.50	577,553	0.16%	2	0.13%	3.46	14.98	102.32%
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>3.94</b>
<b>Minimum</b>	<b>0.92</b>
<b>Maximum</b>	<b>8.42</b>

24. Debt Service to Income										
From (>)	Until (<=)	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV		
		Current Notional Amount (EUR)	% of Total	Nr of Loans	% of Total	(%)	(yrs)	*		
Unknown		59,740,554	16.96%	226	14.50%	4.5	21.6	97.2%		
0.05	0.10	6,452,529	1.83%	45	2.89%	3.94	24.94	60.1%		
0.10	0.15	36,285,151	10.30%	205	13.15%	4.13	24.88	74.6%		
0.15	0.20	91,330,746	25.92%	413	26.49%	4.24	25.27	84.8%		
0.20	0.25	102,274,496	29.03%	441	28.29%	4.47	25.76	90.3%		
0.25	0.30	48,153,177	13.67%	199	12.76%	4.42	26.35	89.7%		
0.30	0.35	6,080,675	1.73%	23	1.48%	4.48	24.62	88.0%		
0.35	0.40	1,982,672	0.56%	7	0.45%	4.55	21.89	93.4%		
<b>Total</b>		<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>		

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>0.21</b>
<b>Minimum</b>	<b>0.05</b>
<b>Maximum</b>	<b>0.40</b>

25. Loanpart Payment Frequency										
Description	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV			
	Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total	(%)	(yrs)	*			
Monthly	352,300,000	100.00%	3,578	100.00%	4.37	24.86	87.77%			
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>			

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

26. Guarantee Type (NHG / Non NHG)										
Description	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV			
	Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total	(%)	(yrs)	*			
NHG Guarantee	116,321,091	33.02%	1,322	36.95%	4.46	26.98	82.62%			
No Guarantee	235,978,909	66.98%	2,256	63.05%	4.32	23.81	90.30%			
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>			

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

27. Originator										
Description	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV			
	Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total	(%)	(yrs)	*			
Amstelhuys NV	352,300,000	100.00%	3,578	100.00%	4.37	24.86	87.77%			
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>			

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

28. Servicer										
Description	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV			
	Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total	(%)	(yrs)	*			
Delta Lloyd Bank	352,300,000	100.00%	3,578	100.00%	4.37	24.86	87.77%			
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>			

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

29. Capital Insurance Policy Provider										
Description	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV			
	Current Notional Amount (EUR)	% of Total	Nr of Loanparts	% of Total	(%)	(yrs)	*			
No life policy	315,899,419	89.67%	3,265	91.25%	4.32	25.48	86.21%			
Delta Lloyd Levensverzekering N.V.	35,063,849	9.95%	293	8.19%	4.79	19.28	101.55%			
Other insurance company	1,336,732	0.38%	20	0.56%	4.40	22.90	93.06%			
<b>Total</b>	<b>352,300,000</b>	<b>100%</b>	<b>3,578</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>			

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

A. Delinquencies										
Nr. of instalments in arrears	Balance in arrears	Aggregate Outstanding				WA Coupon	WA Maturity	WA CLTOMV		
		Current Notional Amount (EUR)	% of Total	Nr of Borrowers	% of Total	(%)	(yrs)	*		
No Arrears	3,387	335,559,791	95.25%	1,491	95.64%	4.36	24.97	87.14%		
0.00 - 1.00	47,965	12,046,115	3.42%	49	3.14%	4.48	22.92	97.77%		
1.00 - 2.00	35,535	4,694,094	1.33%	19	1.22%	4.67	22.03	106.79%		
<b>Total</b>	<b>86,887</b>	<b>352,300,000</b>	<b>100%</b>	<b>1,559</b>	<b>100%</b>	<b>4.37</b>	<b>24.86</b>	<b>87.77%</b>		

\* WA CLTOMV = Weighted Average Current Loan to Original Market Value

<b>Weighted Average</b>	<b>1.28</b>
<b>Minimum</b>	<b>1.00</b>
<b>Maximum</b>	<b>2.00</b>

## 6.2 Description of Mortgage Loans

The Mortgage Receivables to be sold and assigned to the Issuer on the Closing Date represent the rights (whether actual or contingent) of the Sellers against any Borrower under or in connection with the Mortgage Loans (the **Final Portfolio**) selected by agreement between the Sellers and the Issuer. On each Purchase Date, the Issuer shall apply the Replenishment Available Amount towards the purchase and accept assignment of Further Advance Receivables or New Mortgage Receivables and, on any Issue Date, of New Mortgage Receivables, provided that the Replenishment Criteria are met and to the extent offered by the Sellers.

The New Mortgage Receivables and the Further Advance Receivables to be sold by the Sellers to the Issuer on any Issue Date or any Purchase Date respectively will be originated by any of the Sellers. The terms of the Mortgage Loans (or any loan parts forming part of a Mortgage Loan) from which these New Mortgage Receivables derive will not substantially deviate from the terms of the Mortgage Loans described in this section.

The Mortgage Loans are loans secured by a mortgage, evidenced by notarial mortgage deeds (*notariële akten van hypotheekstelling*) each entered into by the Sellers and the relevant Borrowers. The Mortgage Loans are all in the form of All Moneys Mortgages. See *Risk that the All Moneys Security Rights will not follow the Mortgage Receivables upon assignment to the Issuer* in *Risk Factors* above.

The Mortgage Loans in the Final Portfolio will be selected on the Closing Date from a Provisional Pool of mortgage loans that have been selected in accordance with the criteria set forth in the Mortgage Receivables Purchase Agreement. The Final Portfolio will have the same general characteristics as the Provisional Pool.

For a description of the representations and warranties given by the Sellers reference is made to section 8.2 (*Representations and Warranties*).

Based on the numerical information set out in section 6.1 (*Stratification Tables*), but subject to what is set out in section 2 (*Risk Factors*), the Mortgage Receivables backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service payments due and payable on the Notes.

General information on the Mortgage Receivables can be obtained from [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl).

### Mortgage Loan Types

The Mortgage Loans (or any loan parts comprising a Mortgage Loan) may consist of any of the following types of redemption:

- (a) linear mortgage loans (*lineaire hypotheek*);
- (b) annuity mortgage loans (*annuïteitenhypotheek*);
- (c) interest-only mortgage loans (*aflossingsvrije hypotheek*);
- (d) investment mortgage loans (*beleggingshypotheek*);
- (e) savings mortgage loans (*spaarhypotheek*);
- (f) bank savings mortgage loans (*bankspaarhypotheek*);
- (g) unit-linked mortgage loans (*unit-linked hypotheek*);
- (h) universal life mortgage loans (*universeel levenhypotheek*);

- (i) life mortgage loans with the option to choose between the Savings Element and the Unit-linked Alternative (*levenhypotheek*); and/or
- (j) traditional life and with an external insurance policy mortgage loans (*levenhypotheek op basis van traditioneel gemengde verzekering*).

<b>Mortgage Loan Type</b>	<b>Description</b>
<b>Linear Mortgage Loans</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Linear Mortgage Loans. Under a Linear Mortgage Loan, the Borrower pays a decreasing monthly payment, made up of an initially high and subsequently decreasing interest portion and a fixed principal portion, and calculated in such a manner that the Linear Mortgage Loan will be fully redeemed at the maturity.
<b>Annuity Mortgage Loans</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Annuity Mortgage Loans. Under an Annuity Mortgage Loan, the Borrower pays a constant total monthly payment, made up of an initially high and subsequently decreasing interest portion and an initially low and subsequently increasing principal portion, and calculated in such a manner that the Annuity Mortgage Loan will be fully redeemed at the maturity.
<b>Interest-only Mortgage Loans</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Interest-only Mortgage Loans). Under an Interest-only Mortgage Loan, the Borrower is only required to pay interest until maturity and is not required to pay principal until maturity. A bullet payment for the (remainder of the) principal is due upon maturity.
<b>Investment Mortgage Loans</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Investment Mortgage Loans. The Borrower is only required to pay interest until maturity and is not required to pay principal until maturity. The Borrower undertakes to invest, whether on a lump sum basis or on an instalment basis, by means of an investment account ( <b>Investment Account</b> ), defined amounts in (a) selected investment funds or (b) placing these amounts in his Investment Account or (c) a combination of options a and b. A bullet payment for the (remainder of the) principal is due upon maturity. Depending on the type of Investment Mortgage Loan, it is envisaged that the Borrower pays (part of) either the bullet payment or (part of) the interest with funds which have been accumulated through investments. The Sellers have represented that under the Investment Mortgage Loans, the securities are purchased on behalf of the relevant Borrower by the relevant Seller for the account of the Borrowers and these securities are held in custody by an admitted institution of Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. in accordance with the Wge or, if they do not qualify as such, by a separate depository vehicle in accordance with Section 6:18 of the Further Regulation on Conduct Supervision of Financial Enterprises ( <i>Nadere regeling gedragstoezicht financiële ondernemingen Wft</i> ). The Investment Accounts are pledged to the relevant Seller. See <i>Risk of set-off or defences in respect of investments under Investment Mortgage Loans</i> in section 2 ( <i>Risk Factors</i> ) above.
<b>Savings Mortgage Loans</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Savings Mortgage Loans whereby a Borrower builds up capital under a related Savings Insurance Policy. In relation to the Savings Insurance

## **Mortgage Loan Type**

### **Description**

Policies the Savings Premium is calculated in such a manner that, on an annuity basis, the proceeds of the Savings Insurance Policy due by the Savings Insurance Company to the relevant Borrower is equal to the amount due by the Borrower to the relevant Seller at maturity. Under a Savings Mortgage Loan, the Borrower is only required to pay interest until maturity and is not required to pay principal until maturity. A bullet payment for the (remainder of the) principal towards redemption is due upon maturity of such Savings Mortgage Loan. The Savings Insurance Policies are pledged to the relevant Seller. See *Risk of set-off or defences in case of insolvency of any of the Insurance Companies* in section 2 (*Risk Factors*) above.

## **Bank Savings Mortgage Loans**

A portion of the Mortgage Loans (or parts thereof) will be in the form of Bank Savings Mortgage Loans, which consist of Mortgage Loans combined with a blocked savings account, the Bank Savings Account, held with the Bank Savings Participant. Under a Bank Savings Mortgage Loan, the Borrower is only required to pay interest until maturity and is not required to pay principal until maturity. The Borrower undertakes to pay a monthly deposit in the Bank Savings Account. Each such Bank Savings Deposit Instalment is calculated in such a manner that, on an annuity basis, the Bank Savings Deposit is equal to the amount due by upon maturity of the Bank Savings Mortgage Loan. The Bank Savings Deposit is pledged to the relevant Seller. See *Risk of set-off or defences with respect to Mortgage Receivables resulting from Bank Savings Mortgage Loans* in section 2 (*Risk Factors*).

## **Life Mortgage Loans**

A portion of the Mortgage Loans (or parts thereof) will be in the form of Life Mortgage Loans i.e. Mortgage Loans which have the benefit of combined risk and capital insurance policies taken out by Borrowers with a Life Insurance Company. Under a Life Mortgage Loan, the Borrower is only required to pay interest until maturity and is not required to pay principal until maturity. A bullet payment for the (remainder of the) principal is due upon maturity. The Life Insurance Policies connected to such Life Mortgage Loans are offered by a Life Insurance Company in several alternatives. The Borrower has the choice between (i) a guaranteed amount to be received when the Life Insurance Policy pays out, (ii) the Unit-Linked Alternative or (iii), a combination of (i) and (ii), in which case the Borrower has the option to switch between the Unit-Linked Alternative and the Savings Alternative.

**Unit-Linked Alternative** means the alternative under which the amount to be received upon payout of the Life Insurance Policy depends on the performance of certain investment funds chosen by the Borrower.

**Savings Alternative** means the alternative under which a certain pre-agreed amount to be received upon payout of the Life Insurance Policy with, in such case, the relevant Insurance Company and the Savings Premium thereof is calculated in such a manner that, on an annuity basis, the proceeds of the Savings Alternative is equal to the amount due by the Borrower to the relevant Seller at maturity of (part of) the relevant Life Mortgage Loan. The Insurance Policies are pledged to the relevant Seller. See *Risk of set-off or defences in case of insolvency of any of the Insurance*

<b>Mortgage Loan Type</b>	<b>Description</b>
	<i>Companies in Risk Factors in section 2 (Risk Factors) above.</i>

### **Mortgaged Assets and certain characteristics**

The mortgage rights securing the Mortgage Loans are vested on:

- (a) real estate (*onroerende zaak*);
- (b) an apartment right (*appartementsrecht*) and/or
- (c) a long lease (*erfpacht*).

If a Mortgage Loan consists of one or more loan parts, the relevant Seller will sell and assign and the Issuer shall purchase and accept the assignment of all rights associated with all, but not some, loan parts of such Mortgage Loan at the Closing Date, Purchase Date or Issue Date, as the case may be.

The Mortgage Loans have a maturity up to a maximum of 30 years.

Savings accounts, (proceeds of) investments and Life Insurance Policies are always pledged to the relevant Seller.

The final payout (*einduitkering*) under a Life Insurance Policy, as forms part of the types (g) up to and including (j) will be determined on the basis of the return on the investments/savings made under such Life Insurance Policy and will thus not necessarily equal the bullet payment due upon maturity of the Mortgage Loan. The same applies with respect to the investments made in relation to Investment Mortgage Loans.

### **Product names**

These types of Mortgage Loans are offered by the Sellers, *inter alia*, under the following product names:

- (a) EffectPlusHypotheek/WoonPlusHypotheek (Investment Mortgage Loans);
- (b) Hypotheek Totaal Plan/Hypotheek Spaar Verzekering (Savings Mortgage Loans);
- (c) ZekerPlusHypotheek (Bank Savings Mortgage Loans);
- (d) Meerkeuzeplan (Life Mortgage Loans with a policy with the Unit-Linked Alternative);
- (e) Financieel Vrijheidsplan (Life Mortgage Loans);
- (f) CombiPlusHypotheek (Life Mortgage Loans with a policy with a combination of the Unit-Linked Alternative and the Savings Element); and
- (g) Levenhypotheek op basis van traditioneel gemengde verzekering (Traditional Life Mortgage Loan and Life Mortgage Loan with an external Insurance Policy).

### **Investment Mortgage Loans (*EffectPlusHypotheek / WoonPlusHypotheek*)**

Under an "EffectPlusHypotheek" the Borrower undertakes to invest, via an Investment Account, on an instalment basis or up front, defined amounts:

- (a) in selected Delta Lloyd, Triodos, BNP Paribas, Robeco, Rolinco, Rorento, Kempen and/or ING investment funds;

- (b) by keeping such amounts in the Investment Account; or
- (c) a combination of the above.

Borrowers are entitled to switch their investments among the investment funds and to and from the investment account. It is envisaged that (part of) the bullet payment upon maturity of the Mortgage Loan is made from the proceeds on the investments.

Under a "WoonPlusHypotheek", a Borrower is required to invest (part of) its own funds in the same manner as described above. The maximum principal of such Mortgage Loan is higher than the maximum principal allowed without such investment. It is envisaged that the proceeds of these investments are used by the Borrower to pay the interest due on that part of the principal exceeding the principal allowed based on his earnings.

### **Savings Mortgage Loans** (*Hypotheek Totaal Plan/Hypotheek Spaar Verzekering*)

This type of loan offers the Borrower fixed monthly payments. These consist of interest on the principal and a savings/risk premium (*spaar/risico-premie*) for the Savings Insurance Policy taken out with the Savings Insurance Company. If mortgage interest rates have increased at the end of the chosen fixed-rate period, the interest charge on the principal will increase but the savings/risk premium will decrease and vice versa. The reinvestment rate on accumulated mortgage principal is guaranteed at the mortgage rate, as a result of which the payout at the end of such Savings Insurance Policy (or earlier if the Borrower deceases) equals the principal of the Mortgage Loan.

### **Bank Savings Mortgage Loans** (*ZekerPlusHypotheek*)

The Borrower pays each Bank Savings Deposit Instalment in a (tax-efficient) Bank Savings Account held with the Bank Savings Participant. The Monthly Bank Savings Deposit Instalment is calculated in such a manner that, on an annuity basis, the balance standing to the credit of the Bank Savings Account is equal to the amount due upon maturity of the Bank Savings Mortgage Loan. The balance standing to the credit of the Bank Savings Account (the Bank Savings Deposit) is pledged to the relevant Seller.

### **Unit-linked Mortgage Loans** (*Meerkeuzeplan*)

The Borrower takes out a unit-linked Life Insurance Policy with the Savings Insurance Company. The Life Insurance Policy provides for an amount at maturity of the Life Insurance Policy (or earlier if the Borrower deceases). Investments under the Life Insurance Policy are made in Delta Lloyd ProfielMix investment funds, chosen by the Borrower.

### **Universal Life Mortgage Loans** (*Financieel Vrijheidsplan*)

The Borrower takes out a very flexible Life Insurance Policy, which is effectively an improved unit-linked Life Insurance Policy, with the Savings Insurance Company, whereby monthly premiums on the Life Insurance Policy are invested in one of the Delta Lloyd ProfielMix investment funds.

### **Life Mortgage Loans with the option to choose between the Savings Element and the Unit-linked Alternative** (*CombiPlusHypotheek*)

The Life Insurance Policy attached to this type of loan allows the Borrower to choose the apportionment between the Savings Element and the Unit-linked Alternative and to amend this apportionment prior to maturity of the Mortgage Loan.

**Traditional life Mortgage Loans and Life Mortgage Loans with an external Insurance Policy**  
(*levenhypotheek op basis van traditioneel gemengde verzekering*)

The Borrower takes out a Life Insurance Policy with an Insurance Company other than Delta Lloyd Levensverzekering. The reinvestment rate on the accumulated premium on the Life Insurance Policy is not guaranteed.

## 6.3 Origination and Servicing by the Sellers

### Introduction

The Mortgage Loans are originated by the Sellers and are distributed through the channel of intermediaries including insurance brokers, banks, real estate agents and specialised mortgage brokers.

Delta Lloyd Bank has entered into an agreement with a leading provider of activities consisting of mortgage payment transactions and ancillary activities, Stater Nederland B.V. (**Stater**), established on 1 January 1997. Pursuant to this agreement Stater provides the Group with origination systems and certain other activities (including mortgage payment transactions and ancillary activities). These systems and activities are used amongst others on a day-to-day basis by Delta Lloyd Bank in relation to the Sellers' origination process and the administration of mortgage loans originated by the Sellers.

The Group's mortgage activities comprise all commercial activities leading to the granting of mortgage loans and the technical administrative control of the portfolio and the handling of mortgage loans with arrears exceeding the average. Payment transactions between the lender and the borrower relating to mortgages, are undertaken by Stater.

### Origination

Stater provides an origination system, providing both manual (for overrules) and automated underwriting, incorporating the specific Delta Lloyd rules for the underwriting process. Stater is able to provide financial and portfolio performance reports and information. After an initial physical check of transaction documents is performed, the process is to a large extent paperless and is conducted on a computer system developed by Stater specifically to allow underwriting rules and controls to be encoded in an automated underwriting system and to provide performance information. Direct contact with clients, however, is exclusively maintained by Delta Lloyd Bank.

New mortgage loans are accepted on the basis of a fixed underwriting protocol. The application is sent to Delta Lloyd Bank by email, regular mail, fax or HDN (the Mortgage Data Network: the *Hypotheken Data Netwerk*). The Delta Lloyd Bank underwriter then enters the application data in the iSHS system (*internationaal Stater Hypotheken Systeem*), which applies the conditions and assesses the application automatically, including a credit check with BKR, a credit score with iSHS, a check whether the identity card is stolen or missing with VIS (*Verificatie Informatie Systeem*) and a fraud check with SFH and Sheriff (cooperation on fraud detection between lenders). If the system approves, a conditional offer is sent out, subject to verification of the application input such as salary, employment and property details. Delta Lloyd Bank has authorised several buying associations (*inkoopcombinaties*) to enter applications for new mortgage loans in the iSHS system.

### Overrules

Until 1 August 2011 overruling the Stater system was possible on the condition that a good explanation and supporting documents (e.g. proof of future income increase) are available. In addition, the following rules apply:

1. if there are minor deviations from the underwriting policy; approval by senior underwriter/team manager is required;
2. if there are major deviations from the underwriting policy; management approval is required;
3. any mortgage loan exceeding euro 500,000; management approval and/or approval by senior credit adviser/investment advisor is required;

4. each individual overrule is discussed;
5. periodically, all overrules and overrule requests are reviewed by Delta Lloyd Bank; and
6. any mortgage loan exceeding euro 800,000 has to be approved by a special credit commission of Delta Lloyd Bank.

Since 1 August 2011, no overruling is allowed.

### **Description of the Origination Department**

The principal items in the underwriting protocol are:

(a) *Maximum amounts*

If the mortgage loan is guaranteed by Stichting WEW, the maximum amount of the mortgage loan which will be granted is euro 290,000 at the date of this Base Prospectus (this was euro 320,000, until 1 July 2013 and will be lowered to euro 265,000 from 1 July 2014). Higher amounts are only possible without NHG and to be approved by the relevant credit approving authorities within Delta Lloyd Bank. The minimum amount at Delta Lloyd Bank is euro 10,000. The interest-only part of any Mortgage Loan has a maximum 50% of the Market Value of the mortgaged asset.

(b) *Creditworthiness*

The process of verifying the creditworthiness is set up to determine whether the prospective borrower has sufficient monthly income available to meet its payments on the requested mortgage loan as well as to support other financial obligations and monthly living expenses. A check on the income is conducted by requesting a recent employer's declaration. NHG rules and Code of Conduct are followed.

(c) *Collateral*

With each application, the potential borrower has to send an original appraisal called "valuation report" (*taxatierapport*), which is drawn up by an external valuer or an assessment by the Dutch tax authorities on the basis of the WOZ. The latter is only allowed if the amount of the mortgage loan expressed as a percentage of the market value of the mortgaged asset is below 100 per cent. on the basis of such assessment. For newly built property no valuation is required if the property is built by professional builders unless the Mortgage Loan to be granted exceeds 104 per cent. (this was 108 per cent. until 1 August 2011). of the purchase and construction costs of the property involved. A valuation is however required if the maximum amount of the mortgage loan exceeds euro 500,000 and/or the additional construction costs (*meerwerk*) exceed 20% of the aggregate purchase/construction costs. A valuation is also required in respect of refurbishments initiated by the borrower for existing buildings (*onder eigen beheer*). Since 1 January 2010, all valuations are performed by a Stichting WEW recognised validation institution.

(d) *Market Value*

As from 1 August 2011, mortgage loans that do not have the benefit of a Municipality Guarantee or a NHG Guarantee are granted up to a maximum of 104% of the Market Value plus transfer tax.

Until 1 August 2011, these mortgage loans were granted up to a maximum of 125% of the foreclosure value. The appraised foreclosure value (*executiewaarde*) is approximately 85% of the Market Value (*vrije verkoopwaarde*) at the time of loan origination.

(e) *Other underwriting conditions*

Apart from the principal underwriting factors already mentioned, the following rules apply: (i) mortgage loans are granted only to individuals, (ii) joint and several liability for the mortgage loan (all owners are joint and several debtors) and (iii) mortgage loans are only granted on the basis of owner occupancy (no investment mortgaged assets).

## **Mortgage Processing Procedures**

### *Payment Collections (inningen) Procedures*

At origination, the borrower always agrees with the relevant Seller that monthly payments will be automatically withdrawn from its bank account by direct debit. All borrowers of the relevant Seller pay this way. Direct debit will not be successful if the balance of the borrowers' account is not sufficient to cover the full amount of the scheduled monthly payment. If the balance is insufficient for the full drawing on the payment date, then, depending on the borrower's bank, there will be more than one attempt to withdraw the full amount of the scheduled payment. If the balance is insufficient for the full drawing on the payment date, then, in case the borrower has an ING Bank N.V. (previously Postbank) account, there will be more than one attempt to withdraw the full amount of the scheduled payment. Other banks do not provide this service.

Payments are due on the first calendar day of each month (*vervaldag*). The direct debit has to take place at the latest one calendar day before the last business day of the previous month.

Stater, on behalf of the relevant Seller, draws the monthly payments from the borrower's bank account and is obliged to transfer these payments directly onto the relevant Seller's accounts. The Stater computer system automatically collects the payments, and the related information is also automatically monitored daily by Stater.

### *Arrears and Defaults Procedures*

As of January 2014, a new arrear system called Credit Navigator and renewed arrears procedures were implemented. All loans in arrears are treated by a special servicing team (Team Intensief Beheer) at Delta Lloyd Bank. The members of this team have an average of 5 (several more than 10) years' experience in the mortgage business and it currently employs 16 people.

Pursuant to the renewed procedures all arrears are detected and signalled on a daily basis. Depending on the category of arrears, the approach towards the borrower differs. A distinction is made between the borrowers based upon the previous payment-behaviour: (i) *regulier* (regular), (ii) *sleper* (meaning the borrower has had an irregular payment pattern during a longer period) or (iii) *recidivist* (a borrower who is or has been more than three months in arrears in the last twelve months period or who has previously been in a recovery phase).

Actions commence on the first day of arrears with a reminder letter and depending on the classification of the borrower as set out above, next steps consist of calls and formal notices of default.

After three months and during a longer period of time Delta Lloyd Bank investigates whether a solution to the payment problem can be reached. This can range from payment arrangements, budget coaching, (temporary) interest discounts, rescheduling the arrears to a voluntary sale of the property by the borrower.

As a general rule, if after 24 months, arrears have not been made up and intervention measures have not turned out to be effective, preservation of ownership by the borrower is no longer feasible and a sale of the property is inevitable, the foreclosure process will start. The aim is to maximise the return and to minimise the loss for the borrower. Also in the foreclosure process, intervention measures can be initiated such as making investments in the property in order to maximise return.

From the decision to foreclose until actual foreclosure and receipt of the foreclosure proceeds generally takes no more than 3 to 4 months. Delta Lloyd Bank continues to exert pressure on the borrower for any losses that remain after foreclosure, ensuring that all obligations are met to the fullest possible extent, unless if it considers it likely that it will not be able to recover such losses.

As of January 2014 Delta Lloyd Bank is outsourcing (a part of) the arrears procedure to Novalink B.V. in Amersfoort in respect of arrears up to three months after the first day of arrears.

## 6.4 Dutch Residential Mortgage Market

Compared to other mortgage markets in Europe, the Dutch residential mortgage market is typified by a range of relatively complex mortgage loan products<sup>1</sup>. Generous tax incentives have resulted in various loan structures. Most of these structures share the common characteristic of bullet repayment of principal at maturity. Historic practices and culture have also shaped the Dutch residential mortgage market in quite a unique way<sup>2</sup>.

Most mortgage loan products reflect the tax deductibility of mortgage loan interest and enable borrowers to defer repayment of principal so as to have maximum tax deductibility. This is evidenced by relatively high LTV values and the extensive use of interest-only mortgage loans (which only need to be redeemed at maturity)<sup>3</sup>. For borrowers who want to redeem their mortgage loan without losing tax deductibility, alternative products such as ‘bank saving mortgage loans’ were introduced. The main feature of a bank savings mortgage loan is that the borrower opens a deposit account which accrues interest at the same interest rate that the borrower pays on the associated mortgage loan. At maturity, the bank savings are used to redeem the mortgage loan.

In the period prior to the credit crisis increased competition and deregulation of the Dutch financial markets resulted in the development of tailor-made mortgage loans consisting of different loan parts and features, including mortgage loans involving investment risks for borrowers. More focus on transparency and financial predictability have resulted in simpler mortgage loan products in recent years.

Dutch mortgage loans predominantly carry fixed rates of interest that are typically set for a term between 5 and 15 years. Rate term fixings differ by vintage however. Historically low mortgage interest rates in the last decade provided an incentive for households to refinance their mortgage loans with a long-term fixed interest rate (up to as much as 30 years). More recently, a steep mortgage interest rate curve has shifted borrower’s preferences to a shorter rate term fixing<sup>4</sup>. Compared to countries where floating mortgage rates are the norm, Dutch mortgage borrowers are relatively well-insulated against interest rate fluctuations<sup>5</sup>.

Even though Dutch house prices have declined since 2008, the principal amount outstanding of Dutch mortgage loans has continued to increase until the second quarter of 2011. Since then the aggregate outstanding mortgage debt of Dutch households stabilised. Recently, the low levels mortgage of mortgage production has resulted in a small decline of the aggregate mortgage loan amount in the Netherlands. The Dutch mortgage market is still supported by a gradual increase in the levels of owner-occupation and an environment of low mortgage loan interest rates.

### Tax deductibility and regulation

Prior to 2001, all interest payments on mortgage loans were deductible in full from taxable income. As from January 2001, tax deductibility was made conditional in three ways. Firstly, deductibility applies only to mortgage loans on the borrower’s primary residence (and not to secondary homes such as holiday homes). Secondly, deductibility is only allowed for a period of up to 30 years. Lastly, the highest marginal tax rate was reduced from 60 per cent. to 52 per cent. in 2001. However, these tax changes did not have a significant impact on the rate of mortgage loan origination, mainly because of the ongoing decrease of mortgage interest rates at that time.

On top of these limitations that came into force in 2001, tax deductibility of mortgage loan interest payments has been further restricted for borrowers that relocate to a new house and refinance their mortgage loan as

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<sup>1</sup> Due to new regulation, borrowers have been restricted to annuity or linear mortgage loans since January 2013 if they want to make use of tax deductibility. See paragraph “Recent regulatory changes” below

<sup>2</sup> Rabo Credit Research, Dutch RMBS: a Primer (2013)

<sup>3</sup> Dutch Association of Insurers, Dutch Insurance Industry in Figures (2012)

<sup>4</sup> Dutch Central Bank, statistics, interest rates, table T1.2.

<sup>5</sup> Maarten van der Molen en Hans Stegeman, “De ongekende stabiliteit van de Nederlandse woningmarkt” (2011)

from 1 January 2004. Under this new tax regulation (*Bijleenregeling*), tax deductibility in respect of interest on the mortgage loan pertaining to the new house is available only for that part of the mortgage loan that equals the purchase price of the new house less the realised net profit on the old house. Other housing related taxes partially unwind the benefits, but even despite restrictions implied in the past, tax relief on mortgage loans is still substantial. More meaningful restrictions to tax deductibility have been imposed per 1 January 2013 (see recent regulatory changes).

Underwriting standards follow from the Code of Conduct for Mortgage Lending, which is the industry standard. Since 1 August 2011, the requirements for mortgage lending have been tightened by the Financial Markets Authority (*AFM*). This has resulted in a revised Code of Conduct for Mortgage Lending (*Gedragscode Hypothecaire Financieringen*). It limits the risks of over-crediting. Under those tightened requirements, the principal amount of a mortgage loan may not exceed 104 per cent. of the market value of the mortgaged property plus transfer tax (2 per cent.). In addition, only a maximum of 50 per cent. of the market value of the mortgaged property may be financed by way of an interest-only mortgage loan. In addition, the revised Code of Conduct provides less leeway for exceptions using the 'explain' clause.<sup>6</sup> Consequence is that banks are less willing to deviate from the rules set by the revised Code of Conduct. This will make it more difficult for especially first-time buyers to raise financing as they used to be overrepresented as borrowers of mortgage loans subject to an explain clause. In practice, expected income rises of first-time buyers were frequently included, which led to additional borrowing capacity<sup>7</sup>.

### **Recent regulatory changes**

Mortgage loans taken out for houses purchased after 1 January 2013 have to be repaid in full in 30 years and at least on an annuity basis in order to be eligible for tax relief (the linear option is also possible). Tax benefits for mortgage loans, of which the underlying property was bought before 1 January 2013, have remained unchanged. Grandfathering of these tax benefits is possible in case of refinancing and/or relocation. However, any such mortgage loans will again be tested against the Code of Conduct for Mortgage Lending, with the most important condition being that no more than 50 per cent. of the mortgage loan may be repaid on an interest-only basis.

As from 2014, the maximum interest deductibility for mortgage loans for tax purposes will decrease annually at a rate of 0.5 percent-point from the main income tax rate of 52 per cent. down to 38 per cent. in 2042.

In addition, the maximum LTV will be gradually lowered to 100 per cent. in 2018, by 1 per cent. per annum (2014: max LTV: 104 per cent. including transfer tax). This guideline has been inserted in special underwriting legislation, which has become effective per 1 January 2013. This new legislation overrules the Code of Conduct for Mortgage Lending currently. Refinancing of residual debt resulting from the sale of a previous dwelling, is explicitly excluded from this LTV requirement.

The transfer tax (stamp duty) was temporarily lowered from 6 per cent. to 2 per cent. on 1 July 2011. With effect from 15 June 2012, it will remain permanently at 2 per cent.

Finally, interest paid on any outstanding debt from a mortgage loan remaining after the sale of a home (negative equity financing) can be deducted for tax purposes for a period of up to 10 years. This measure will be in place from 2013 up to and including 2023.

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<sup>6</sup> Under the "explain" clause it is in exceptional cases possible to deviate from the loan-to-income and loan-to-value rules set forth in the Code of Conduct

<sup>7</sup> M.T. van der Molen, "Aanschaffen woning is makkelijker" (2012)

## Recent developments in the housing market<sup>8</sup>

Existing house prices (PBK-index) stabilised in the fourth quarter of 2013. In line with previous quarters, sales numbers rose further. Compared to a year ago, however, prices have fallen (-6.1 per cent.), and by comparison with the peak in 2008, the price drop amounts to 20 per cent.

In the fourth quarter of 2013, more houses changed hands than in the third quarter. The Land Registry registered a total of 35,968 transactions, which was 24 per cent. more than in the previous quarter. The 12-month average rose to 112,000 transactions.

## Forced sales

The number of arrears and involuntary sales of residential property by public auction ("forced sale") in the Netherlands is traditionally very low compared to international standards<sup>9</sup>. Especially in the second half of the 1990s, when the demand for residential property was exceptionally strong, house sales by auction, even in the event of a forced sale, almost never occurred or were required. Moreover, the 1990s were characterised by very good employment conditions and a continuing reduction of mortgage interest rates. In the years before 2001, the total number of forced sales was therefore limited compared to the number of owner-occupied houses.

The relatively prolonged economic downturn from 2001 to 2005 led to a significant rise in the amount of mortgage loan payment arrears and correspondingly forced house sales. The number of forced sales in the Netherlands reported by the Land Registry (*Kadaster*) rose from 695 in 2002 to about 2,000 forced sales from 2005 onwards. This increase was mainly the result of a structural change in the Dutch mortgage loan market during the nineties: instead of selling single income mortgage loans only, lenders were allowed to issue double income mortgage loans. The subsequent credit crisis and the related upswing in unemployment led to a rise of the number of forced sales. The Land Registry recorded 2,057 forced sales in 2013, which corresponds to a decrease of 17.3% compared to 2012. Recent numbers on forced sales could be distorted by the fact that originators increasingly attempt to circumvent such sales, for example by selling the property in the normal market using an estate agent.

Research confirms that the number of households in payment difficulties in the Netherlands is low from an international perspective and that problems mainly have 'external' causes such as divorce or unemployment as opposed to excessively high mortgage debt<sup>10</sup>.

The proportion of forced sales is of such size that it is unlikely to have a significant impact on house prices. The Dutch housing market is characterised by a large discrepancy between demand and supply, which mitigates the negative effect of the economic recession on house prices. In the unforeseen case that the number of forced sales were to increase significantly, this could have a negative effect on house prices. Decreasing house prices could in turn increase loss levels should a borrower default on his mortgage loan payment obligations.

Even though in a relative sense the increase over the last years is substantial, the absolute number of forced sales is still small compared to the total number of residential mortgage loans outstanding. There is no precise data of the number of residential mortgage loans outstanding in the Netherlands. However, based on the published total amount of residential mortgage debt outstanding<sup>11</sup> and the current average mortgage loan principal amount it is estimated that the total number of residential mortgage loans outstanding in the Netherlands exceeds 3 million. A total of approximately 2,500 forced sales per year since 2005 therefore corresponds to approximately 0.1 per cent. of the total number of residential mortgage loans outstanding.

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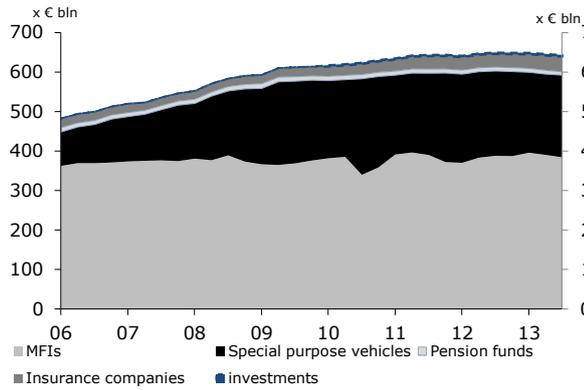
<sup>8</sup> Rabobank Economic Research Department, Dutch Housing Market Quarterly, February 2014

<sup>9</sup> Comparison of S&P 90+ day delinquency data

<sup>10</sup> Standard & Poor's, Mortgage lending business supports some European banking systems (2010)

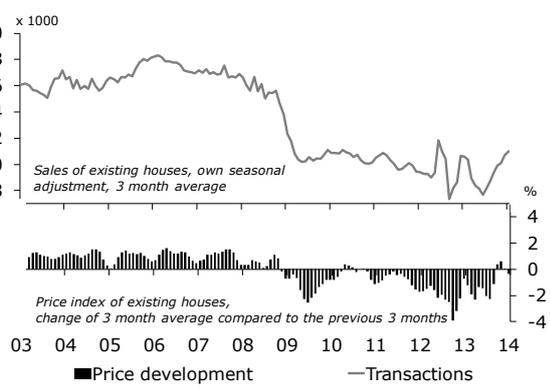
<sup>11</sup> Dutch Central Bank, statistics, households, table T11.1

Chart 1: Total mortgage debt



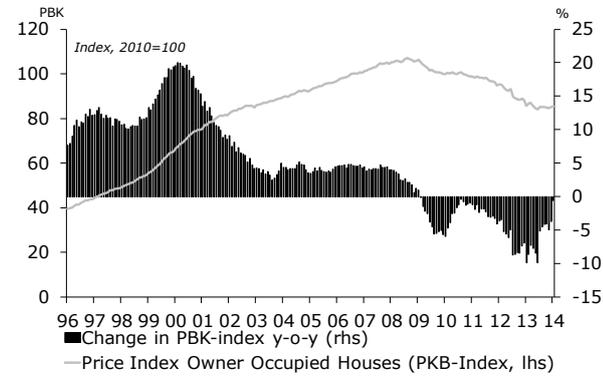
Source: Dutch Central Bank

Chart 2: Transactions and prices



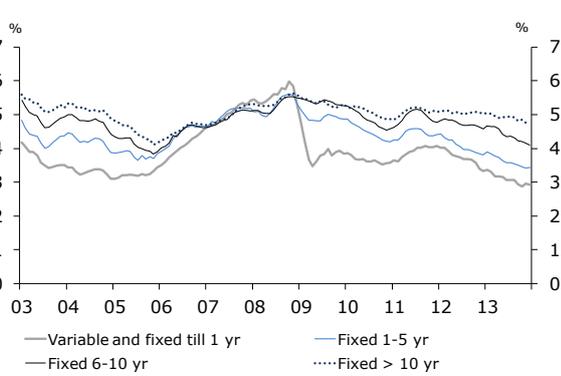
Source: Statistics Netherlands, computations Rabobank

Chart 3: Price index development



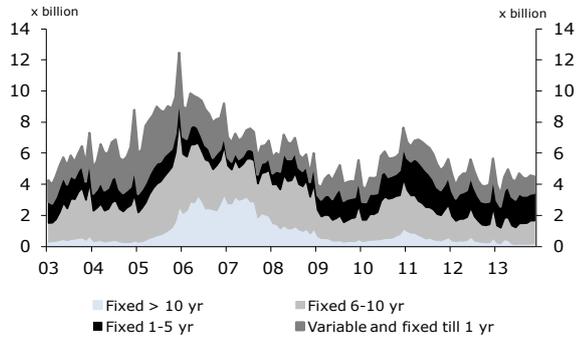
Source: Statistics Netherlands

Chart 4: Interest rate on new mortgages



Source: Dutch Central Bank

Chart 5: Volume of new mortgages by term



Source: Dutch Central Bank

## 6.5 NHG Guarantee Programme

### NHG Guarantee

In 1956, the Netherlands government introduced the Municipality Guarantee also referred to as an open ended scheme in which both the Dutch State and the municipalities guaranteed, according to a set of defined criteria, residential mortgage loans made by authorised lenders to eligible borrowers to purchase a primary family residence. The municipalities and the Dutch State shared the risk on a 50/50 basis. If a municipality was unable to meet its obligations under the municipality guarantee, the Dutch State would make an interest free loan to the municipality to cover its obligations. The aim was to promote house ownership among lower income groups.

Since 1 January 1995, Stichting WEW is responsible for the administration and granting of the NHG Guarantee, under a set of uniform rules. The NHG Guarantee covers the outstanding principal, accrued unpaid interest and foreclosure costs. Irrespective of scheduled repayments or prepayments made on the mortgage loans, the NHG Guarantee reduces on a monthly basis by an amount which is equal to the monthly payments relating to principal as if the mortgage loan were being repaid on a thirty year annuity basis. In respect of each mortgage loan, the NHG Guarantee reduces further to take account of scheduled repayments and prepayments under such mortgage loan. More information on Stichting WEW and the NHG Guarantee can be found on [www.nhg.nl](http://www.nhg.nl).

#### *Financing of the Stichting WEW*

The Stichting WEW finances itself, *inter alia*, by a one-off charge to the borrower of 1,00% as of 1 January 2014 of the principal amount of the mortgage loan at origination.

<b>NHG one-off charge</b>		
<b>Starting</b>	<b>Until</b>	<b>%</b>
1-1-2014		1,00%
1-1-2013	1-1-2014	0,85%
1-1-2012	1-1-2013	0,70%
1-1-2010	1-1-2012	0,55%
1-1-2008	1-1-2010	0,45%
1-1-2007	1-1-2008	0,40%
1-1-2005	1-1-2007	0,28%
1-1-2001	1-1-2005	0,30%
1-1-2000	1-1-2001	0,32%

Besides this, the NHG scheme provides for liquidity support to the Stichting WEW from the Dutch State and, in respect of mortgage loans benefiting from the NHG Guarantee originated before 1 January 2011, from the participating municipalities. If the Stichting WEW is not able to meet its obligations under guarantees issued relating to mortgage loans originated before 1 January 2011, the Dutch State will provide subordinated interest free loans to the Stichting WEW of up to 50% of the difference between the Stichting WEW's own funds and a pre-determined average loss level, while municipalities participating in the NHG scheme will provide subordinated interest free loans to the Stichting WEW of the other 50% of the difference. If the Stichting WEW is not able to meet its obligations under guarantees issued relating to mortgage loans originated after 1 January 2011, the Dutch State will provide subordinated interest free loans to the Stichting WEW of up to 100% of the difference between the Stichting WEW's own funds and a pre-determined average loss level. Both the 'keep well' agreements between the Dutch State and the Stichting WEW and the 'keep well' agreements between the municipalities and the Stichting WEW contain general undertakings of the Dutch State and the municipalities to enable the Stichting WEW at all times (including in

the event of bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*) or liquidation (*ontbinding*) of the Stichting WEW) to meet its obligations under guarantees issued.

As at the date of this Base Prospectus, Fitch and Moody's have assigned Stichting WEW an Aaa/AAA credit rating, respectively.

#### *Terms and conditions of the NHG Guarantee*

Under the NHG scheme, the lender is responsible for ensuring that the guarantee application meets the applicable NHG terms and conditions. If the application qualifies, the mortgage is (electronically) registered with the NHG to establish the guarantee. The Stichting WEW has, however, no obligation to pay any loss (in whole or in part) incurred by a lender after a private or a forced sale of the mortgaged property if such lender has not complied with the applicable terms and conditions of the NHG Guarantee, unless such non-payment is unreasonable towards the lender.

The specific terms and conditions for the granting of NHG Guarantees, such as eligible income, purchasing or building costs etc., changed over time and are set forth in published documents (available on [www.nhg.nl](http://www.nhg.nl)).

The Stichting WEW has specific rules for the level of credit risk that will be accepted. The credit worthiness of the prospective borrower must be verified with the BKR and the Stichting Fraudebestrijding Hypotheken.

To qualify for a NHG Guarantee various conditions relating to valuation of the property must be met. In addition, the mortgage loan must be secured by a first ranking mortgage right (or a second or a subsequently lower ranking mortgage right in the case of a further advance). Furthermore, the borrower is required to take out an insurance in respect of the mortgaged property against risk of fire and other accidental damage for the full restitution value thereof. The borrower is also required to create a right of pledge in favour of the lender on the rights of the relevant borrower against the insurance company under the relevant Insurance Policy connected to the mortgage loan or to create a right of pledge in favour of the lender on the proceeds of the investment funds or the balance standing to the credit of the bank savings account connected with the bank savings mortgage loan. The terms and conditions also require a Risk Insurance Policy, which pays out upon the death of the borrower/insured, to the extent the amount of the mortgage loan exceeds 80% of the market value of the property.

The mortgage conditions applicable to each mortgage loan should include certain provisions, including, *inter alia*, the provision that any proceeds of foreclosure on the mortgage right and the right of pledge on the relevant insurance policy, the investment funds or the balance standing to credit of the bank savings account connected with the bank savings loan shall be applied firstly towards repayment of the mortgage loan guaranteed under the NHG scheme.

A NHG Guarantee for new mortgage loans can be issued up to a maximum of €290,000 until 1 July 2014. The maximum amount of the NHG Guarantee is expected to decrease to €265,000 from 1 July 2014 onwards. The maximum amount of the NHG Guarantee previously was:

- from 1 January 2007 until 1 July 2009 €265,000;
- from 1 July 2009 until 1 July 2012 €350,000; and
- from 1 July 2012 until 1 July 2013 €320,000.

#### *Claiming under the NHG Guarantee*

When a borrower is in arrears with payments under the mortgage loan for a period of two (2) months or when a third party puts an attachment (*beslag*) on the property of the borrower, the lender informs the Stichting WEW in writing within thirty (30) days of the outstanding payments and/or the existence of the charge, including the guarantee number, borrower's name and address, information about the underlying

security, the start date of the late payments and the total of outstanding payments. After an arrear period of four (4) and six (6) months the lender informs Stichting WEW again. After six (6) months arrear the lender includes a proposal for a mortgage loan restructuring or a forced sale. When the borrower is in arrears the Stichting WEW may approach the lender and/or the borrower to resolve the problem and make the borrower aware of the consequences. If an agreement cannot be reached, the Stichting WEW reviews the situation with the lender to endeavour to generate the highest possible proceeds from the property. The situation is reviewed to see whether a private sale of the property, rather than a public auction, would generate proceeds sufficient to cover the outstanding mortgage loan. In addition to permission from the competent Dutch court (*voorzieningenrechter*) permission of the Stichting WEW is required in case of a private sale unless sold for an amount higher than 95% of the market value. A forced sale of the property is only allowed with permission of Stichting WEW.

Within one (1) month of the private or public sale of the property, the lender must make a formal request, using standard forms, to the Stichting WEW for payment. Such request must include all of the necessary documents relating to the original loan and the NHG Guarantee. After receipt of the claim and all the supporting details, the Stichting WEW must make payment within two (2) months. If the payment is late, provided the request is valid, the Stichting WEW must pay interest for the late payment period. In respect of mortgage loans originated as of 1 January 2014, Stichting WEW will recover only 90 % of the incurred loss under a mortgage loan, see section *Risk Factors*.

If a borrower fails to meet its obligation to repay the mortgage loan and/or no full payment is made to the lender under the NHG Guarantee by the Stichting WEW because of the lender's culpable negligence (*verwijtbaar handelen of nalaten*), the lender must act *vis-à-vis* the borrower as if the Stichting WEW were still guaranteeing the repayment of the mortgage loan during the remainder of the term of the mortgage loan. In addition, the lender is not entitled to recover any amounts due under the mortgage loan from the borrower in such case. The only exception to this is where the borrower did not act in good faith with respect to his inability to repay the mortgage loan and has failed to render his full cooperation in trying to have the mortgage loan repaid to the lender to the extent possible.

#### **Additional loans (*woonlastenfaciliteit*)**

Furthermore, on 1 July 2005 provisions were added to the NHG Conditions pursuant to which a borrower who is or threatens to be in arrears with payments under the existing mortgage loan may request the Stichting WEW for a second guarantee to be granted by it in respect of an additional mortgage loan to be granted by the relevant lender (the so-called *woonlastenfaciliteit*). The aim of the so-called *woonlastenfaciliteit* is to avoid a forced sale of the property. The monies drawn down under the additional loan have to be placed on deposit with the relevant lender and may be used for, *inter alia*, payment of the amounts which are due and payable under the existing mortgage loan, interest due and payable under the additional mortgage loan and the costs made with respect to the granting of the additional mortgage loan. The relevant borrower needs to meet certain conditions, including, *inter alia*, the fact that the financial difficulties are caused by a divorce, unemployment, disability or death of a partner.

#### **Main NHG Conditions (*Normen*)**

The underwriting criteria include but are not limited to, and for the avoidance of doubt, are subject to the criteria set out in the Code of Conduct:

- The lender has to perform a BKR check (only a few specified registrations are allowed under NHG Conditions).
- As a valid source of income the following qualifies: indefinite contract of employment, temporary contract of employment if the employer states that the employee will be provided an indefinite contract of employment in case of equal performance of the employee and equal business

circumstances, for workers with flexible working arrangements a three year history of income statements, for self employed borrowers three year annual statements.

- The maximum loan based on the income of a borrower is based on the so-called "*toetsinkomen toegestane financieringslasten*" tables (i.e. the DTI table) and an annuity style redemption (even if the actual loan is (partially) interest only). Up to 1 April 2007, the applicable interest rate was set by Stichting WEW for loans with an interest rate period less than or equal to five years and the actual commercial interest rate of the relevant mortgage loan for loans with an interest rate period in excess of five years. From 1 April 2007 onwards, the applicable interest rate is the published interest by NVB (*Nederlandse Vereniging van Banken*) for loans with an interest rate period less than or equal to 10 years and the actual commercial interest rate of the relevant mortgage loan for loans with an interest rate period in excess of 10 years.
- The maximum loan amount is €290,000 until 1 July 2014 (the maximum amount was €320,000 from 1 July 2012 until 1 July 2013 and before 1 July 2012 it was €350,000). The loan amount is also limited by the amount of income of a borrower and the market value of the property.
- For the purchase of existing properties, the maximum loan amount is broadly based on the sum of (i) the lower of the purchase price and the Market Value based on a valuation report, (ii) the costs of improvements, (iii) 4%<sup>12</sup> of the amount under (i) plus (ii). In case an existing property can be bought without paying stamp duty (*vrij op naam*), the purchase amount under (i) is multiplied by 97%.
- For the purchase of properties to be built, the maximum loan amount is broadly based on the sum of (i) purchase-/construction cost increased with a number of costs such as the cost of construction interest, VAT and architects (to the extent not included already in the purchase-/construction cost), (ii) 4%<sup>13</sup> of the amount under (i).
- The maximum loan amount that is interest only is 50% of the market value (as defined by NHG) of the property. As of January 2013, all new mortgage loans have to be repaid on a thirty (30) year annuity or linear basis and therefore interest only mortgages are no longer allowed under NHG conditions.
- The Risk Insurance Policy should at a minimum cover the loan amount in excess of 80% of the market value of the property (as defined by Stichting WEW).

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<sup>12</sup> As of 1 January 2013 this percentage is decreased to 4% or in case of energy saving measures 6%.

<sup>13</sup> As of 1 January 2013 this percentage is decreased to 4% or in case of energy saving measures 6%.

## **7. PORTFOLIO DOCUMENTATION**

### **7.1 Purchase, Repurchase and Sale**

Under the Mortgage Receivables Purchase Agreement, the Issuer will on the Closing Date purchase the Mortgage Receivables and will accept the assignment of the Mortgage Receivables and the Beneficiary Rights relating thereto from the Sellers by means of a registered deed of assignment as a result of which legal title to the Mortgage Receivables and the Beneficiary Rights relating thereto is transferred to the Issuer. In addition, pursuant to the Mortgage Receivables Purchase Agreement the Sellers may (i) on each Notes Payment Date assign Further Advance Receivables and (ii) on each Issue Date assign New Mortgage Receivables, in each case subject to the Replenishment Criteria being met and to the extent not previously assigned. This monthly (sale and) assignment will be effectuated by means of a registered deed of assignment. The assignment of the Mortgage Receivables and the Beneficiary Rights relating thereto from the Sellers to the Issuer will not be notified to the Borrowers, except that notification of the assignment of the Mortgage Receivables may be made upon the occurrence of any of the Assignment Notification Events (see paragraph *Assignment Notification Events* below). Until such notification the Borrowers will only be entitled to validly pay (*bevrijdend betalen*) to the relevant Seller. The Issuer will be entitled to all proceeds in respect of the Mortgage Receivables as of the Cut-Off Date or, in respect of the New Mortgage Receivables purchased on an Issue Date, as of the first day of the month in which the relevant Issue Date falls or, in respect of the Further Advance Receivables or New Mortgage Receivables purchased on a Purchase Date, as of the first day of the month in which the relevant Purchase Date falls.

#### ***Purchase Price***

The purchase price for the Mortgage Receivables shall consist of the Initial Purchase Price and the Deferred Purchase Price. The Initial Purchase Price payable by the Issuer for the Mortgage Receivables assigned to it on the Closing Date will be euro 352,300,000. Of the Initial Purchase Price, an amount equal to the aggregate Construction Deposits, being euro 11,965,014, will be withheld by the Issuer and will be deposited in the Construction Deposit Account.

The Deferred Purchase Price shall be equal to the sum of all Deferred Purchase Price Instalments (see section 5 (*Credit Structure*) above).

#### ***Repurchase of Mortgage Receivables***

##### *General*

Other than in the events set out below, the Sellers will not be obliged to repurchase any Mortgage Receivables from the Issuer. See under paragraph *Sale of Mortgage Receivables* below for a description of the calculation of the repurchase price of the Mortgage Receivables in the case of a sale of Mortgage Receivables to the Sellers.

##### *Repurchase in case of breach of representations and warranties*

If at any time after the Closing Date any of the representations and warranties relating to a Mortgage Loan or a Mortgage Receivable or the Beneficiary Rights relating thereto proves to have been untrue or incorrect in any material respect, the relevant Seller shall within 30 calendar days of having knowledge of such breach or receipt of written notice thereof from the Issuer or the Security Trustee remedy the matter giving rise thereto and if such matter is not capable of being remedied or is not remedied within the aforementioned period of 30 calendar days, the relevant Seller shall on the immediately succeeding Mortgage Collection Payment Date or such earlier date as practically possible repurchase and accept re-assignment of such Mortgage Receivable and the Beneficiary Rights relating thereto.

#### *Repurchase in case of Further Advances which are not purchased by the Issuer*

On the Mortgage Collection Payment Date immediately following the date on which a Seller has granted a Further Advance, unless the Further Advance Receivable is purchased by the Issuer on the immediately succeeding Purchase Date, it shall repurchase and accept re-assignment of the Mortgage Receivable on the terms and conditions set forth above.

#### *Repurchase in case of Amendment of Terms*

Each Seller shall also undertake to repurchase and accept re-assignment of a Mortgage Receivable if it agrees with a Borrower to either amend the terms of the Mortgage Loan and such amendment is not in accordance with the conditions set out in the Mortgage Receivables Purchase Agreement, which include the condition that after such amendment the Mortgage Loan continues to meet each of the Mortgage Loan Criteria (as set out below in section 7.3 (*Mortgage Loan Criteria*)) and the representations and warranties of the Mortgage Receivables Purchase Agreement (as set out below in section 7.2 (*Representations and Warranties*)), unless such amendment is made as part of the enforcement procedures to be complied with upon a default by the Borrower under the relevant Mortgage Loan or is otherwise made as part of a restructuring or renegotiation of the relevant Mortgage Loan due to a deterioration of the credit quality of the Borrower of such Mortgage Loan on the immediately succeeding Mortgage Collection Payment Date.

#### *Repurchase in case of Switches*

Each Seller shall also undertake to repurchase and accept re-assignment of a Mortgage Receivable if it agrees with a Borrower to switch a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element, as the case may be, or a Bank Savings Mortgage Loan into (a part of) any type of Mortgage Loan other than a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element or a Bank Savings Mortgage Loan on the immediately succeeding Mortgage Collection Payment Date.

#### *Repurchase in case of breach of NHG Conditions*

If the relevant Mortgage Loan from which a NHG Mortgage Loan Receivable results no longer has the benefit of the NHG Guarantee as a result of action taken or omitted to be taken by the relevant Seller or any of the Servicer and the Non-performing Mortgage Loan Servicer, the relevant Seller shall also repurchase and accept re-assignment of such NHG Mortgage Loan Receivable on the Mortgage Collection Payment Date immediately following the date on which the relevant Seller or any of the Servicer and the Non-performing Mortgage Loan Servicer has become aware or has been notified hereof.

#### **Clean-up Call Option**

On each Notes Payment Date, the Sellers (acting jointly, but each in respect of the respective relevant Mortgage Receivables) may exercise the Clean-up Call Option.

#### **Tax Call Option**

On each Notes Payment Date, the Issuer may exercise the Tax Call Option.

#### **Regulatory Call Option**

On each Notes Payment Date, the Sellers (acting jointly, but each in respect of the respective relevant Mortgage Receivables) have the option but not the obligation to repurchase the Mortgage Receivables upon the occurrence of a Regulatory Change (the **Regulatory Call Option**). A **Regulatory Change** means a change which (a) is published on or after the Closing Date in (i) the Basel Capital Accord promulgated by the Basel Committee on Banking Supervision (the **Basel Accord**), the European Parliament legislative resolution of 22 April 2009 on the amended proposal for a directive of the European Parliament of the

Council on the taking-up and pursuit of the business of Insurance and Reinsurance (the **Solvency II Framework Directive**) or (ii) the international, European or Dutch regulations, rules and instructions (which includes rules on solvency requirements) (the **Bank Regulations**) applicable to the Sellers (including any change in the Bank Regulations enacted for purposes of implementing a change to the Basel Accord) or (iii) the manner in which the Basel Accord, Basel II Accord, the Solvency II Framework Directive 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 Dutch Central Bank or other competent regulatory or supervisory authority) and (b) in the opinion of the Sellers (acting jointly), has the effect of adversely affecting the rate of return on capital of the Sellers or increasing the cost or reducing the benefit to the Sellers with respect to the transaction contemplated by the Notes.

### **Sale of Mortgage Receivables**

Under the terms of the Trust Deed, the Issuer may on each Optional Redemption Date, offer for sale (randomly selected) Mortgage Receivables having an aggregate Outstanding Principal Amount equal to the amount which is required to enable the Issuer to redeem the relevant Class of Notes to the Sellers or to a third party, provided that the Issuer shall apply the proceeds of such sale to fully redeem the relevant Class of Notes (but not some only), at their respective Principal Amount Outstanding, subject to and in accordance with Condition 6(d) and Condition 9(b).

Pursuant to the Trust Deed, the Issuer has the right to sell all (but not some only) of the Mortgage Receivables if the Tax Call Option, provided that the Issuer shall apply the proceeds of such sale to fully redeem the Notes at their respective Principal Amount Outstanding, subject to Condition 9(b). Pursuant to the Mortgage Receivables Purchase Agreement, the Issuer has the obligation to sell all (but not some only) of the Mortgage Receivables if the Clean-Up Call Option or the Regulatory Call Option is exercised by the Sellers, provided that the Issuer shall apply the proceeds of such sale to fully redeem the Notes at their respective Principal Amount Outstanding, in accordance with Condition 9(b).

If the Issuer decides or is obliged to offer for sale the Mortgage Receivables on an Optional Redemption Date or following the exercise of the Tax Call Option, the Regulatory Call Option or the Clean-Up Call Option, as described above, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement to first offer such Mortgage Receivables to the Sellers. If one Seller decides not to purchase and accept assignment of the Mortgage Receivables sold and assigned by it to the Issuer, the other Sellers shall have the option to purchase and accept assignment of all such Mortgage Receivables. Furthermore, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement that if the Sellers do not accept such offer within 15 business days, to instruct the Issuer Administrator to select within 30 calendar days one or more third parties to make a binding offer to purchase the Mortgage Receivables.

The Issuer may only sell and assign the Mortgage Receivables, provided that in accordance with Condition 6(e) the purchase price of such Mortgage Receivables shall be (i) sufficient to redeem the Class A Notes at their Principal Amount Outstanding and the Class B Notes at their Principal Amount Outstanding less the Principal Shortfall and (ii) equal to at least the Outstanding Principal Amount of the relevant Mortgage Receivable, together with accrued interest due but unpaid and, if the Mortgage Receivables are repurchased and re-assigned by the relevant Seller, any costs, fees and expenses incurred by the Issuer in effecting and completing such repurchase and re-assignment, if any, except that with respect to Mortgage Receivables which are in arrears for a period exceeding 90 calendar days or in respect of which an instruction has been given to the civil-law notary to start foreclosure proceedings, the purchase price shall be at least the lesser of (a) the sum of the Outstanding Principal Amount, together with accrued interest due but unpaid, if any, and any other amount due under the Mortgage Conditions up to the relevant date of such sale and assignment or repurchase and re-assignment and (b) an amount equal to the foreclosure value of the Mortgaged Assets or, if no valuation report of less than 12 months old is available, the indexed foreclosure value plus any other collateral, including the relevant Participation, if any.

If the Mortgage Receivables are purchased by a third party, any costs, fees and expenses incurred by the Issuer in effecting and completing the sale and assignment of the Mortgage Receivables, if any, will be for the account of such party, as agreed with such party.

### **Assignment Notification Events**

If:

- (a) a default is made by a Seller in the payment on the due date of any amount due and payable by such Seller under the Mortgage Receivables Purchase Agreement or under any Transaction Document to which it is a party and such failure is not remedied within 10 business days after such Seller having knowledge of such failure or notice thereof has been given by the Issuer or the Security Trustee to such Seller; or
- (b) a Seller fails duly to perform or comply with any of its obligations under the Mortgage Receivables Purchase Agreement or under any Transaction Document to which it is a party and, if such failure is capable of being remedied, such failure is not remedied within 10 business days after such Seller having knowledge of such failure or notice thereof has been given by the Issuer or the Security Trustee to such Seller; or
- (c) any representation, warranty or statement made or deemed to be made by a Seller in the Mortgage Receivables Purchase Agreement, other than those relating to the Mortgage Loans and the Mortgage Receivables (which such Seller consequently repurchases), or under any of the Transaction Documents to which a Seller is a party or in any notice or other document, certificate or statement delivered by it pursuant thereto 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; or
- (d) any Seller takes any corporate action or other steps are taken or legal proceedings are started or threatened against it (i) for its dissolution (*ontbinding*) and liquidation (*vereffening*) or legal demerger (*juridische splitsing*) involving a substantial part of its assets, other than its dissolution, liquidation, legal merger or legal demerger in a transaction with any other Seller and provided that the surviving or resulting Seller assumes all of the rights and obligations of such Seller under the Transaction Documents or (ii) for its conversion (*conversie*) into a foreign legal entity or its assets are placed under administration (*onder bewind gesteld*); or
- (e) any Seller has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for such Seller becoming subject to (preliminary) suspension of payments, emergency regulations or for bankruptcy, as referred to in the Dutch Bankruptcy Act or for any analogous insolvency proceedings under applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets; or
- (f) at any time it becomes unlawful for any Seller to perform all or a material part of its obligations under any of the Transaction Documents; or
- (g) any Seller has given materially incorrect information or not given material information which was essential for the Issuer and the Security Trustee in connection with the entering into the Mortgage Receivables Purchase Agreement and/or any of the other Transaction Documents; or
- (h) a Pledge Notification Event occurs,

then the relevant Seller to which the Assignment Notification Event relates or, as the case may be, each Seller, provided that the Security Trustee (i) has notified the Credit Rating Agencies and (ii) in its reasonable opinion does not expect that the then current ratings assigned to the Class A Notes, will be adversely affected

as a result of not giving notice as described below, and unless the Security Trustee instructs it otherwise, shall forthwith notify the relevant Borrowers, the Insurance Companies and any other relevant parties indicated by the Issuer and/or the Security Trustee of the assignment of the Mortgage Receivables and the Beneficiary Rights to the Issuer or, at its option, the Issuer shall be entitled to make such notifications itself.

In addition, pursuant to the Beneficiary Waiver Agreement, each Seller and the Savings Insurance Company (but only in respect of Insurance Policies with the Savings Insurance Company) will use their best efforts to obtain the co-operation from the Borrower and all other parties to (a) waive its rights as first beneficiary under the Insurance Policies up to the Outstanding Principal Amount of the relevant Mortgage Receivable, (b) appoint as first beneficiary (x) the Issuer until the occurrence of a Pledge Notification Event and (y) the Security Trustee upon the occurrence of a Pledge Notification Event, and (c) with respect to Insurance Policies whereby the initial appointment of the first beneficiary has remained in force as a result of a Borrower Insurance Proceeds Instruction in favour of the relevant Seller to the Savings Insurance Company, withdraw such Borrower Insurance Proceeds Instruction and to issue a Borrower Insurance Proceeds Instruction up to the Outstanding Principal Amount of the relevant Mortgage Receivable in favour of (x) the Issuer until the occurrence of a Pledge Notification Event and (y) the Security Trustee upon the occurrence of a Pledge Notification Event.

## 7.2 Representations and Warranties

Each Seller will represent and warrant on the Closing Date with respect to the Mortgage Receivables and the Mortgage Loans and the Beneficiary Rights relating thereto to be sold and assigned by it to the Issuer, that, *inter alia*:

- (a) each of the Mortgage Receivables and the Beneficiary Rights relating thereto is duly and validly existing and is not subject to annulment (*vernietiging*) or dissolution (*ontbinding*) as a result of circumstances which have occurred prior to or on the Closing Date or, in the case of New Mortgage Receivables, the relevant Issue Date or relevant Purchase Date or, in the case of Further Advance Receivables, the relevant Purchase Date;
- (b) it has full right and title (*titel*) to the Mortgage Receivables and the Beneficiary Rights relating thereto and power (*beschikkingsbevoegdheid*) to sell and assign the Mortgage Receivables and the Beneficiary Rights relating thereto and no restrictions on the sale and assignment of the Mortgage Receivables and the Beneficiary Rights relating thereto are in effect and the Mortgage Receivables and the Beneficiary Rights relating thereto are capable of being assigned and pledged;
- (c) the Mortgage Receivables and the Beneficiary Rights relating thereto are free and clear of any encumbrances and attachments (*beslagen*) and no option rights (*opties*) to acquire the Mortgage Receivables and the Beneficiary Rights relating thereto have been granted in favour of any third party;
- (d) the mortgage deeds in respect of the Mortgage Loans originated by Amstelhuys prior to 8 September 2005, (i) contain the provision that the mortgage right will partially follow, *pro rata*, the receivable upon its assignment and (ii) do not contain, nor any other agreements between Amstelhuys and the relevant Borrower in respect of the relevant Mortgage Receivables contain, any explicit provision on the issue whether (x) the rights of pledge follow the receivable upon its assignment or pledge and (y) the mortgage right follows the receivable upon its pledge;
- (e) the mortgage deeds in respect of the Mortgage Loans originated by the Sellers after 8 September 2005, contain the provision that the mortgage right and the rights of pledge will partially follow, *pro rata*, the receivable upon its assignment and pledge;
- (f) each Mortgaged Asset concerned was appraised when application for the relevant Mortgage Loan was made by an external valuer, except that no valuation was required if (i) the Mortgage Loan secured by such Mortgaged Asset did not exceed 100 per cent. of the value based upon an assessment by the Dutch tax authorities on the basis of the WOZ at the time of application for a Mortgage Loan or (ii) such Mortgaged Asset was to be constructed or in construction at the time of application for a Mortgage Loan, provided that the Mortgage Loan to be granted did not exceed 104 per cent. (until 1 August 2011 108 per cent.) of the purchase and construction costs (*koop-/aanneemsom*) of the property involved. A valuation was however required if the maximum amount of the Mortgage Loan exceeded euro 500,000 and/or the additional construction costs (*het meerwerk*) exceeded 20% of the aggregate purchase and construction costs (*koop-/aanneemsom*). A valuation was also required in respect of refurbishments initiated by the borrower for existing buildings (*onder eigen beheer*);
- (g) each Mortgage Receivable, the mortgage right and the rights of pledge, if any, securing such receivable constitute legal, valid, binding and enforceable obligations of the relevant Borrower *vis-à-vis* such Seller;
- (h) all mortgage rights and all rights of pledge securing the Mortgage Loans (i) constitute valid mortgage rights (*hypotheekrechten*) and rights of pledge (*pandrechten*) respectively on the assets

identified to be Mortgaged Assets and the assets which are identified to be the subject of the rights of pledge, (ii) are governed by Dutch law and, to the extent relating to the mortgage rights to secure the Mortgage Receivables, have been entered into the appropriate public register (*Dienst van het Kadaster en de Openbare Registers*), (iii) have first priority (*eerste in rang*) or first and sequentially lower ranking priority, and (iv) were vested for an outstanding principal amount which is at least equal to the Outstanding Principal Amount when originated, increased with interest, penalties, costs and insurance premium, together up to an amount equal to at least 140 per cent. of the Outstanding Principal Amount in respect of the Mortgage Receivables upon origination;

- (i) each of the Mortgage Loans has been granted, and each of the mortgage rights and rights of pledge has been vested, subject to the general terms and conditions and materially in the forms of mortgage deeds as attached to the Mortgage Receivables Purchase Agreement;
- (j) each of the Mortgage Loans and, to the extent offered by such Seller, the relevant Insurance Policy (i) has been granted in accordance with applicable legal requirements prevailing at the time of origination in all material respects, including, after coming into force, the Code of Conduct on Mortgage Loans (*Gedragscode Hypothecaire Financieringen*) including borrower income requirements, (ii) met in all material respects (x) such Seller's underwriting criteria and procedures (including those relating to manual overrules) prevailing at that time, which do not materially differ from the criteria and procedures set forth in the Acceptation guide 2014 (Q1-3) (*Acceptatiegids 2014 (Q1-3)*) as attached to the Mortgage Receivables Purchase Agreement and (y) in respect of the NHG Mortgage Loan Receivables, the NHG Underwriting Criteria, and (iii) are in a form as may reasonably be expected from a prudent lender of Dutch residential mortgages;
- (k) to the best of such Seller's knowledge, the Borrowers are not in any material breach of any provision of their Mortgage Loans on the Cut-Off Date;
- (l) each Mortgage Loan was granted by such Seller to a private individual only;
- (m) each of the Mortgage Loans meets the Mortgage Loan Criteria as set forth below;
- (n) with respect to each of the Mortgage Receivables secured by a mortgage right on a long lease (*erfpacht*), the relevant Outstanding Principal Amount, including interest, will become immediately due and payable if the long lease terminates, if the leaseholder materially breaches or ceases to perform its payment obligation under the long lease (*canon*) or if the leaseholder in any other manner breaches the conditions of the long lease;
- (o) other than the aggregate Construction Deposits in respect of construction mortgage loans (*bouwhypotheke*), all Mortgage Loans have been fully disbursed, whether or not through the civil law notary, and no amounts are held in deposit with respect to the Mortgage Loans as premiums and interest payments (*rente- en premiedepot*) by the Savings Insurance Company in excess of an aggregate amount of euro 75,000 as at the Cut-Off Date;
- (p) in respect of Amstelhuys only, other than the aggregate Construction Deposits in respect of construction mortgage loans (*bouwhypotheke*), it has not accepted any deposits from the Borrowers and it currently does not have any current account relationship with the Borrowers;
- (q) in respect of each of the Savings Mortgage Receivables and the Life Mortgage Receivables, such Seller has the benefit of a valid right of pledge on the rights under the Savings Insurance Policy and the Life Insurance Policy, respectively, and either (i) such Seller has been validly appointed as beneficiary (*begunstigde*) under such Insurance Policies, upon the terms of the relevant Mortgage Loans and the relevant Insurance Policies, which has been notified to the Insurance Company or (ii) the relevant Insurance Company has been given a Borrower Insurance Proceeds Instruction;

- (r) it can be determined in its administration without any uncertainty which Beneficiary Rights belong to which Mortgage Receivables;
- (s) each Mortgage Loan constitutes the entire mortgage loan granted to the relevant Borrower and not merely one or more loan parts (*leningdelen*);
- (t) there is no relationship between the Mortgage Loans and any Investment Portfolio, other than the right of pledge thereof granted by the relevant Borrower to such Seller;
- (u) with respect to Investment Mortgage Loans, the relevant investments held in the name of the relevant Borrower have been validly pledged to such Seller and the securities are purchased on behalf of the relevant Borrower by such Seller for the account of the Borrowers and these securities are held in custody by an admitted institution of Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. in accordance with the Wge or, if they do not qualify as securities within the meaning of the Wge, by a separate depository vehicle in accordance with Section 6:18 of the Further Regulation on Conduct Supervision of Financial Enterprises;
- (v) it has not been notified and is not aware of anything affecting such Seller's title to the Mortgage Receivables;
- (w) the Mortgage Conditions provide that all payments by the relevant Borrowers should be made without any deduction or set-off;
- (x) it has accounted for and distinguished between all interest and principal payments relating to the Mortgage Loans and the Beneficiary Rights;
- (y) all Bank Savings Accounts are held with the Bank Savings Participant;
- (z) in respect of each NHG Mortgage Loan Receivable: (i) it has the benefit of a NHG Guarantee which has been granted for the full Outstanding Principal Amount in respect of the Mortgage Loan at origination and constitutes legal, valid and binding obligations of Stichting WEW enforceable in accordance with its terms, (ii) all terms and conditions (*voorwaarden en normen*) applicable to the NHG Guarantee at the time of origination of the Mortgage Loans were complied with and (iii) the relevant Seller is not aware of any reason why any claim under the NHG Guarantee granted by Stichting WEW in respect of any NHG Mortgage Loan Receivable should not be met in full and in a timely manner;
- (aa) the aggregate Outstanding Principal Amount of the NHG Mortgage Loan Receivables on the Cut-Off Date was equal to euro 116,321,091;
- (bb) in respect of Amstelhuys only, other than in respect of any Bank Savings Mortgage Loan, (i) Delta Lloyd Bank does not offer current savings accounts or savings deposits as products which are in any way connected with the relevant Mortgage Loans, (ii) the relevant Mortgage Loan is not offered in combination with a current account or a savings deposit with Amstelhuys, as Seller, or Delta Lloyd Bank and (iii) no rights under a current account or savings deposit with Delta Lloyd Bank will be pledged to Amstelhuys, as Seller, as security for the relevant Mortgage Loan;
- (cc) in respect of Amstelhuys only, other than in respect of any Bank Savings Mortgage Loan, any current account or savings deposit of the Borrower held with Delta Lloyd Bank and the relevant Mortgage Loan are offered in such manner that it should be clear to the Borrower that (i) the current account or savings deposit is held with Delta Lloyd Bank, (ii) the relevant Mortgage Loan is granted by Amstelhuys, as Seller, (iii) Delta Lloyd Bank and Amstelhuys, as Seller, are different legal entities and (iv) the conditions pertaining to the Bank Savings Mortgage Loans and the current

accounts or saving deposits do not contain contractual provisions entitling the Borrower to set-off claims under these legal relationships against each other; and

- (dd) as at the time of application, the relevant Borrower did either (i) not have a record of any negative registration with the BKR; or (ii) such Seller has received confirmation that such registration was onerous and has been removed from the BKR register prior to the granting of the relevant Mortgage Loan; (iii) have a record of negative registration with the BKR in relation to a remission of debt by Stichting WEW which debt has already been remitted by Stichting WEW, but has not yet been removed from the BKR register prior to the granting of the relevant Mortgage Loan; or (iv) in respect of NHG Mortgage Loans, such registration was allowed under the NHG Conditions applicable at the time of origination.

### 7.3 Mortgage Loan Criteria

Each of the Mortgage Loans will meet the following Mortgage Loan Criteria:

- (i) the Mortgage Loans are in the form of:
  - (a) linear mortgage loans (*lineaire hypotheek*);
  - (b) annuity mortgage loans (*annuïteitenhypotheek*);
  - (c) interest-only mortgage loans (*aflossingsvrije hypotheek*);
  - (d) investment mortgage loans (*beleggingshypotheek*);
  - (e) savings mortgage loans (*spaarhypotheek*);
  - (f) bank savings mortgage loans (*bankspaarhypotheek*);
  - (g) unit-linked mortgage loans (*unit-linked hypotheek*);
  - (h) universal life mortgage loans (*universeel levenhypotheek*);
  - (i) life mortgage loans with the option to choose between the Savings Element and the Unit-linked Alternative (*levenhypotheek*); and/or
  - (j) traditional life and with an external insurance policy (*levenhypotheek op basis van traditioneel gemengde verzekering*);
- (ii) the Borrower is not an employee of a Seller or of any other company belonging to the same group of companies as the Sellers and the Borrower is a resident of the Netherlands;
- (iii) the interest rate of each Mortgage Loan is floating or fixed, subject to a reset from time to time;
- (iv) the Mortgaged Assets are located in the Netherlands and are not the subject of residential letting and are occupied by the relevant Borrower at origination;
- (v) interest payments and, to the extent applicable, principal payments with respect to each Mortgage Loan are scheduled to be made monthly;
- (vi) the Outstanding Principal Amount of each Mortgage Loan, or of all Mortgage Loans secured on the same Mortgaged Asset together does not exceed euro 1,000,000;
- (vii) the Principal Amount of each NHG Mortgage Loan does not exceed the maximum loan amount as stipulated by the relevant NHG Underwriting Criteria at origination;
- (viii) each Mortgage Loan was originated on or after 1 January 2003;
- (ix) the legal final maturity of each Mortgage Loan, does not extend beyond 1 May 2056;
- (x) the Outstanding Principal Amount of each Mortgage Loan did not equal or exceed 96.77 per cent. of the foreclosure value of the Mortgaged Asset as per the most recent foreclosure value of the relevant Mortgaged Asset in respect of all Mortgage Receivables as at the Closing Date or the relevant Notes Payment Date in respect of Further Advance Receivables or New Mortgage Receivables;

- (xi) each Mortgage Loan is secured by a first ranking mortgage right or, in case of Mortgage Loans secured on the same Mortgaged Asset, as the case may be, first and sequentially lower ranking mortgage rights;
- (xii) the Mortgage Loan or part thereof does not qualify as a bridge loan (*overbruggingshypotheek*); and
- (xiii) in respect of each Mortgage Loan at least one (interest) payment has been received prior to the Closing Date or in respect of New Mortgage Receivables and Further Advance Receivables, the relevant Issue Date or Purchase Date, as the case may be.

The same criteria apply to the selection of New Mortgage Receivables and Further Advance Receivables.

The Sellers may sell New Mortgage Receivables, resulting from any other type of Mortgage Loan, provided that (a) the Issuer and the Security Trustee agree thereto; (b) such other type of mortgage loan is described in the Supplemental Prospectus; (c) the relevant new mortgage loan or, as the case may be, new mortgage receivable meets the Mortgage Loan Criteria set out above and the representations and warranties set out in the Mortgage Receivables Purchase Agreement on the relevant Issue Date or the relevant Purchase Date; (d) such type of mortgage loan does not contain any provision which adversely affects the rights of the parties under the Transaction Documents; (e) such type of mortgage loan does not contain any provision which adversely affects the enforceability of the mortgage loan or, as the case may be, the mortgage receivable and the security rights granted in connection therewith and (f) that the purchase of such New Mortgage Receivables does not adversely affects the then current ratings assigned to the Class A Notes.

## 7.4 Portfolio Conditions

### Replenishment

The Mortgage Receivables Purchase Agreement will provide that the Issuer shall on each Notes Payment Date up to (but excluding) 17 May 2026, being the Class A4 First Optional Redemption Date and Class B First Optional Redemption Date, use the Replenishment Available Amount, subject to the satisfaction of the Replenishment Conditions, to purchase and accept the assignment of New Mortgage Receivables and Further Advance Receivables from the Sellers, if and to the extent offered by the Sellers.

The purchase price payable by the Issuer as consideration for any New Mortgage Receivables and Further Advance Receivables shall be equal to the Initial Purchase Price in respect thereof and the relevant part of the Deferred Purchase Price at the date of completion of the sale and purchase thereof. The Issuer will be entitled to all principal proceeds in respect of the New Mortgage Receivables and the Further Advance Receivables and to all interest (including Prepayment Penalties and penalty interest) in respect of the New Mortgage Receivables and the Further Advance Receivables as of the first day of the calendar month of the relevant Notes Payment Date.

### Replenishment Conditions

The purchase by the Issuer of New Mortgage Receivables and Further Advance Receivables will be subject to a number of conditions (the **Replenishment Conditions**) which include, *inter alia*, the conditions that on the relevant date of completion of the sale and purchase of the New Mortgage Receivables and the Further Advance Receivables:

- (a) the relevant Seller will represent and warrant to the Issuer and the Security Trustee the matters set out in the clauses providing for the representations and warranties relating to the Mortgage Loans, the Mortgage Receivables and the relevant Seller in the Mortgage Receivables Purchase Agreement with respect to the New Mortgage Receivables and Further Advance Receivables sold and relating to the relevant Seller (with certain exceptions to reflect that the New Mortgage Receivables and Further Advance Receivables are sold and may have been originated after the Closing Date);
- (b) there has been no failure by the relevant Seller to repurchase any Mortgage Receivable which it is required to repurchase pursuant to the Mortgage Receivables Purchase Agreement;
- (c) no Enforcement Notice has been served in accordance with Condition 10;
- (d) no Assignment Notification Event has occurred and is continuing;
- (e) the Available Principal Funds are sufficient to pay the purchase price of the relevant New Mortgage Receivables and Further Advance Receivables;
- (f) the Credit Rating Agencies have not notified the Issuer that the purchase of the relevant New Mortgage Receivables will adversely affect the then current ratings assigned to the Class A Notes;
- (g) there is no debit balance on the Class A Principal Deficiency Ledger;
- (h) no drawing under the Cash Advance Facility Agreement is outstanding;
- (i) the amount standing to the balance of the Reserve Account is equal to the Reserve Account Required Amount;

- (j) if a relevant Optional Redemption Date has occurred, such relevant Class of Notes has been redeemed in full;
- (k) the aggregate Outstanding Principal Amount of the Mortgage Receivables in respect of which one or more payments are in arrears for a period exceeding 90 days does not exceed 1.50 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables;
- (l) the cumulative Realised Loss does not exceed 0.75 per cent. of the Outstanding Principal Amount of all Mortgage Receivables on such date;
- (m) the weighted average interest rate of the Mortgage Receivables including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date is at least 4.00 per cent.;
- (n) the weighted average Current Loan to Original Foreclosure Value Ratio of all Mortgage Loans, including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date, does not exceed 98.00 per cent.;
- (o) the Outstanding Principal Amount of each New Mortgage Receivable or Further Advance Receivable, or of all New Mortgage Receivables or Further Advance Receivables secured by the same Mortgaged Assets, to be purchased on such date does not exceed 160.00 per cent. of the most recent Foreclosure Value of the relevant Mortgaged Assets securing the relevant New Mortgage Receivable and the Further Advance Receivable;
- (p) the weighted average seasoning of the Mortgage Receivables, including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date, is at least 24 months;
- (q) the aggregate Outstanding Principal Amount of the Interest-only Mortgage Receivables including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date does not exceed 50.00 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date;
- (r) the aggregate Outstanding Principal Amount of the Life Mortgage Receivables including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date does not exceed 5.00 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date;
- (s) the Aggregate Construction Deposits do not exceed an amount equal to 5.00 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables on such date;
- (t) the aggregate Outstanding Principal Amount of the Mortgage Receivables to which a Construction Deposit of more than EUR 7,500 is related including the New Mortgage Receivables and the Further Advance Receivables to be purchased on such date does not exceed 17.50 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables including the New Mortgage Receivables and Further Advance Receivables to be purchased on such date; and
- (u) the aggregate Original Foreclosure Value of the Mortgaged Assets that are partially used for commercial purposes, including Mortgaged Assets that are partially used for commercial purposes securing the New Mortgage Receivables and the Further Advance Receivables to be purchased on such date does not exceed 1.00 per cent. of the aggregate Original Foreclosure Value of all Mortgaged Assets, other than any Other Mortgaged Assets, including Mortgaged Assets securing the New Mortgage Receivables and the Further Advance Receivables to be purchased on such date.

Each of the Replenishment Conditions may be amended, supplemented or removed by the Issuer with the prior approval of the Security Trustee and subject to a Credit Rating Agency Confirmation being available with respect to each Credit Rating Agency.

## **7.5 Servicing Agreement**

### **Mortgage Loan Services**

In the Servicing Agreement (i) the Servicer will agree to provide mortgage payment transactions and other services to the Issuer on a day-to-day basis in relation to the Mortgage Loans and the Mortgage Receivables, including, without limitation, the collection and recording of payments of principal, interest and other amounts in respect of the Mortgage Receivables, and including the direction of amounts received by the Seller to the Issuer Collection Account and the production of monthly reports in relation thereto, and prepare and provide the Issuer Administrator with certain statistical information regarding the Issuer, as required by law, for submission to the relevant regulatory authorities, and (ii) the Non-performing Mortgage Loan Servicer will agree to provide the implementation of arrears procedures including the enforcement of mortgage rights (see further section 6.3 (*Origination and Servicing by the Sellers*) above) and to provide information on the relevant Participation in the Savings Mortgage Loan or Life Mortgage Loan with a Savings Element and the Bank Savings Mortgage Loans.

### **Issuer Administration Services**

In the Servicing Agreement the Issuer Administrator will agree to provide certain administration, calculation and cash management services to the Issuer, including (i) drawings (if any) to be made by the Issuer under the Cash Advance Facility and from the Reserve Account, (ii) all payments to be made by the Issuer under the Transaction Documents, (iii) all payments to be made by the Issuer under the Notes in accordance with the Paying Agency Agreement and the Conditions, (iv) all payments to be made by the Issuer under the Participation Agreements, (v) the maintaining of all required ledgers in connection with the above, (vi) all calculations to be made pursuant to the Conditions under the Notes and (vii) the submission of certain statistical information regarding the Issuer as referred to above to certain governmental authorities if and when requested.

### **Exemption under Wft**

The Issuer has outsourced the servicing and administration of the Mortgage Loans and the implementation of arrears procedures, respectively, to Delta Lloyd Bank as the Servicer and the Non-performing Mortgage Loan Servicer. Delta Lloyd Bank holds a banking licence under the Wft. As a result, the Issuer benefits from an exemption from the licence requirement pursuant to the Wft (see also the paragraph *Licence requirement under the Wft* in section 2 (*Risk factors*)). Pursuant to the Servicing Agreement, in its role as the Servicer and the Non-performing Mortgage Loan Servicer, Delta Lloyd Bank will be obliged to administer the Mortgage Loans and the Mortgage Receivables with the same level of skill, care and diligence as it administers mortgage loans in its own portfolio.

### **Sub-delegation**

The Servicer will, in accordance with the Servicing Agreement, appoint Stater as its Sub MPT Provider to carry out certain of the activities of the Servicer as provided for in the Servicing Agreement. Stater will accept this appointment and will commit itself, in favour of the Issuer, to carry out certain activities of the Servicer as provided for in the Servicing Agreement subject to and on the terms agreed with Stater. The Issuer and the Security Trustee have consented to the appointment of Stater as Sub MPT Provider. The appointment of Stater as Sub MPT Provider of the Servicer is without prejudice to the obligations of the Servicer under the Servicing Agreement and the Servicer shall continue to be liable as if no such appointment had been made and as if the acts and omissions of Stater were the acts and omissions of the Servicer.

## Termination

The appointment of the Servicer, the Non-performing Mortgage Loan Servicer and/or the Issuer Administrator under the Servicing Agreement may be terminated by the Security Trustee or the Issuer (with the consent of the Security Trustee) in certain circumstances, including (a) a default by the relevant party in the payment on the due date of any payment due and payable by it under the Servicing Agreement, without being remedied within the agreed period, (b) a default by the relevant party in the performance or observance of any of its other covenants and obligations under the Servicing Agreement without being remedied within the agreed period or (c) the relevant party 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 (preliminary) suspension of payments (only in respect of the Issuer Administrator) or emergency regulations as referred to in Chapter 3 of the Wft (only in respect of the Servicer and the Non-performing Mortgage Loan Servicer) or for any analogous insolvency proceedings under any applicable law or for bankruptcy or for the appointment of a receiver or a similar officer of its or any or all of its assets or (d) (only in respect of the Servicer and/or the Non-performing Mortgage Loan Servicer) the Servicer and/or Non-performing Mortgage Loan Servicer no longer holds a licence as intermediary (*bemiddelaar*) or offeror of credit (*aanbieder van krediet*) under the Wft.

The Security Trustee and the Issuer shall use their best efforts to appoint a substitute servicer, non-performing mortgage loan servicer and/or issuer administrator (as the case may be) to the extent possible prior to the termination of the appointment of the relevant party under the Servicing Agreement, and such substitute servicer, non-performing mortgage loan servicer and/or issuer administrator shall enter into an agreement with the Issuer and the Security Trustee substantially on the terms of the Servicing Agreement, provided that such substitute servicer, non-performing mortgage loan servicer and/or issuer administrator shall have the benefit of a fee at a level then to be determined. Any such substitute servicer and/or non-performing mortgage loan servicer is obliged to (i) have experience of administering mortgage loans and mortgages of residential property in the Netherlands and (ii) hold a licence under the Wft. The Issuer shall, promptly following the execution of such agreement, pledge its interest in such agreement in favour of the Security Trustee on the terms of the Issuer Rights Pledge Agreement, *mutatis mutandis*, to the satisfaction of the Security Trustee.

The appointment of the Servicer, the Non-performing Mortgage Loan Servicer and/or the Issuer Administrator under the Servicing Agreement may be terminated by the relevant party, the Issuer and/or the Security Trustee upon the expiry of not less than 12 months' notice of termination given by the relevant party to each of the Issuer and the Security Trustee provided that – *inter alia* – (a) the Security Trustee consents in writing to such termination and (b) a substitute servicer, non-performing mortgage loan servicer and/or issuer administrator shall be appointed, such appointment to be effective not later than the date of termination of the Servicing Agreement and the relevant party shall not be released from its obligations under the Servicing Agreement until such substitute servicer and/or non-performing mortgage loan servicer and/or issuer administrator has entered into such new agreement.

## 7.6 Participation Agreements

### Insurance Savings Participation Agreement

Under the Insurance Savings Participation Agreement the Issuer will grant to the Savings Insurance Company an Insurance Savings Participation in the Savings Mortgage Receivables and the Life Mortgage Receivables with a Savings Element.

### Insurance Savings Participation

In the Insurance Savings Participation Agreement the Savings Insurance Company will undertake to pay to the Issuer:

- (a) on the Closing Date, the relevant Issue Date or the relevant Purchase Date, the Initial Insurance Savings Participation in relation to each of the Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element; and
- (b) on each Mortgage Collection Payment Date an amount equal to the amount received by the Savings Insurance Company as Savings Premium during the Mortgage Calculation Period then ended in respect of the relevant Savings Insurance Policies and Savings Investment Insurance Policies,

provided that no amounts will be paid to the extent that, as a result thereof, the Insurance Savings Participation in such relevant Savings Mortgage Receivable and Life Mortgage Receivable with a Savings Element would exceed the Outstanding Principal Amount of the relevant Savings Mortgage Receivable and Life Mortgage Receivable with a Savings Element.

As a consequence of such payments, the Savings Insurance Company will acquire the Insurance Savings Participation in each of the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element, which is equal to the Initial Savings Participation in respect of the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element increased during each Mortgage Calculation Period with the Insurance Savings Participation Increase.

In consideration for the undertakings of the Savings Insurance Company described above, the Issuer will undertake to pay to the Savings Insurance Company on each Mortgage Collection Payment Date an amount equal to the Insurance Savings Participation in each of the Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element in respect of which amounts have been received during the relevant Mortgage Calculation Period or, in the case of the first Mortgage Collection Payment Date, during the period which commences on the Cut-Off Date and ends on the last day of the Mortgage Calculation Period immediately preceding such first Mortgage Collection Payment Date (i) by means of repayment and prepayment under the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element, but excluding any prepayment penalties and interest penalties, if any, and, furthermore, excluding amounts paid as partial prepayments on the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element, (ii) in connection with a repurchase of Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal, (iii) in connection with a sale of Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element pursuant to the Trust Deed to the extent such amounts relate to principal and (iv) as Net Foreclosure Proceeds on any Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element to the extent such amounts relate to principal (the **Insurance Savings Participation Redemption Available Amount**).

## **Reduction of Insurance Savings Participation**

If a Borrower invokes a defence, including but not limited to a right of set-off or counterclaim against any person in respect of a Savings Mortgage Receivable or a Life Mortgage Receivable with a Savings Element if, for whatever reason, the Savings Insurance Company does not pay the insurance proceeds when due and payable, whether in full or in part, under the relevant Savings Insurance Policy or the Savings Investment Insurance Policy, respectively, and, as a consequence thereof, the Issuer will not have received any amount outstanding prior to such event in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, the Insurance Savings Participation of the Savings Insurance Company in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element, will be reduced by an amount equal to the amount which the Issuer has failed to so receive.

## **Enforcement Notice**

If an Enforcement Notice is given by the Security Trustee to the Issuer, then and at any time thereafter the Security Trustee on behalf of the Savings Insurance Company may, and if so directed by the Savings Insurance Company shall, by notice to the Issuer:

- (a) declare that the obligations of the Savings Insurance Company under the Insurance Savings Participation Agreement are terminated; and
- (b) declare the Insurance Savings Participation to be immediately due and payable, whereupon it shall become so due and payable, but such payment obligations shall be limited to the Insurance Savings Participation Redemption Available Amount received or collected by the Issuer or, in case of enforcement, the Security Trustee under the Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element.

## **Termination**

If one or more of the Savings Mortgage Receivables and Life Mortgage Receivable with a Savings Element are (i) repurchased by the relevant Seller from the Issuer pursuant to the Mortgage Receivables Purchase Agreement or (ii) sold by the Issuer to a third party pursuant to the Trust Deed, and the Issuer has sufficient funds available to repay the Insurance Savings Participation, the Insurance Savings Participation in such Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element will terminate and the Insurance Savings Participation Redemption Available Amount in respect of the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element will be paid by the Issuer to the Savings Insurance Company. The Issuer will use its best efforts to ensure that the acquirer of the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element will enter into an insurance savings participation agreement with the Savings Insurance Company in a form similar to the Insurance Savings Participation Agreement. Furthermore, the Insurance Savings Participation envisaged in the Insurance Savings Participation Agreement shall terminate if at the close of business of any Mortgage Collection Payment Date the Savings Insurance Company has received the Insurance Savings Participation in respect of the relevant Savings Mortgage Receivables and Life Mortgage Receivables with a Savings Element.

## **Bank Savings Participation Agreement**

Under the Bank Savings Participation Agreement the Issuer will grant to the Bank Savings Participant a Participation in the Bank Savings Mortgage Receivables.

## **Bank Savings Accounts**

The conditions applicable to the Bank Savings Mortgage Loans stipulate that amounts paid by the Borrowers will be deposited by the Bank Savings Participant on the relevant Bank Savings Account held with Delta Lloyd Bank.

## **Bank Savings Participation**

In the Bank Savings Participation Agreement the Bank Savings Participant will undertake to pay to the Issuer:

- (a) on the Closing Date, the relevant Issue Date or the relevant Purchase Date, the Initial Bank Savings Participation in relation to each of the Bank Savings Mortgage Receivables; and
- (b) on each Mortgage Collection Payment Date an amount equal to the amount received by the Bank Savings Participant on the relevant Bank Savings Account in relation to the Bank Savings Mortgage Receivables during the Mortgage Calculation Period immediately preceding such Mortgage Collection Payment Date,

provided that no amounts will be paid to the extent that, as a result thereof, the Bank Savings Participation in the Bank Savings Mortgage Receivable would exceed the Outstanding Principal Amount of the Bank Savings Mortgage Receivable.

As a consequence of such payments, the Bank Savings Participant will acquire a Bank Savings Participation in each of the Bank Savings Mortgage Receivables, which is equal to the Initial Bank Savings Participation in respect of the Bank Savings Mortgage Receivables, increased during each Mortgage Calculation Period with the Bank Savings Participation Increase.

In consideration for the undertakings of the Bank Savings Participant described above, the Issuer will undertake to pay to the Bank Savings Participant on each Mortgage Collection Payment Date an amount equal to the Bank Savings Participation in each of the Bank Savings Mortgage Receivables in respect of which amounts have been received by the Issuer during the relevant Mortgage Calculation Period or, in the case of the first Mortgage Collection Payment Date, during the period which commences on the Cut-Off Date and ends on the last day of the Mortgage Calculation Period immediately preceding such first Mortgage Collection Payment Date (i) by means of repayment and prepayment under the Bank Savings Mortgage Receivables, but excluding any prepayment penalties and interest penalties, if any, and, furthermore, excluding amounts paid as partial prepayments on the relevant Bank Savings Mortgage Receivables, (ii) in connection with a repurchase of Bank Savings Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal, (iii) in connection with a sale of Bank Savings Mortgage Receivables pursuant to the Trust Deed to the extent such amounts relate to principal and (iv) as Net Foreclosure Proceeds on any Bank Savings Mortgage Receivables to the extent such amounts relate to principal (the **Bank Savings Participation Redemption Available Amount**).

## **Reduction of Bank Savings Participation**

If a Borrower invokes a defence, including but not limited to a right of set-off or counterclaim against any person in respect of a Bank Savings Mortgage Receivable if, for whatever reason, any Bank Savings Participant does not pay the amounts due under the Bank Savings Mortgage Receivable, whether in full or in part, and, as a consequence thereof, the Issuer will not have received any amount outstanding prior to such event in respect of such Bank Savings Mortgage Receivable, the Bank Savings Participation of the Bank Savings Participant in respect of such Bank Savings Mortgage Receivable, will be reduced by an amount equal to the amount which the Issuer has failed to so receive.

## **Enforcement Notice**

If an Enforcement Notice is given by the Security Trustee to the Issuer, then and at any time thereafter the Security Trustee on behalf of the Bank Savings Participant may, and if so directed by the Bank Savings Participant shall, by notice to the Issuer:

- (a) declare that the obligations of the Bank Savings Participant under the Bank Savings Participation Agreement are terminated; and
- (b) declare the Bank Savings Participation in relation to the Bank Savings Mortgage Receivables to be immediately due and payable, whereupon it shall become so due and payable, but such payment obligations shall be limited to the Bank Savings Participation Redemption Available Amount received or collected by the Issuer or, in case of enforcement, the Security Trustee under the Bank Savings Mortgage Receivables.

## **Termination**

If one or more of the Bank Savings Mortgage Receivables are (i) repurchased by the relevant Seller from the Issuer pursuant to the Mortgage Receivables Purchase Agreement, or (ii) sold by the Issuer to a third party pursuant to the Trust Deed and the Issuer has sufficient funds available to repay the Bank Savings Participation, the Bank Savings Participation in such Bank Savings Mortgage Receivables will terminate and the Bank Savings Participation Redemption Available Amount in respect of the Bank Savings Mortgage Receivables will be paid by the Issuer to the Bank Savings Participant. The Issuer will use its best efforts to ensure that the acquirer of the Bank Savings Mortgage Receivables will enter into a bank savings participation agreement with the Bank Savings Participant in a form similar to the Bank Savings Participation Agreement. Furthermore, the Bank Savings Participation envisaged in the Bank Savings Participation Agreement shall terminate if at the close of business of any Mortgage Collection Payment Date the Bank Savings Participant has received the Bank Savings Participation in respect of the Bank Savings Mortgage Receivables.

## 8. GENERAL

1. The issue of the Notes has been authorised by a resolution of the managing director of the Issuer passed on 20 May 2014.
2. Application has been made to list the Class A Notes, other than the Further Issue Class A Notes, on Euronext Amsterdam on the Closing Date. The estimated total costs involved with such admission amount to approximately euro 17,600.
3. Application will be made for any Further Issue Class A Notes to be listed on Euronext Amsterdam. Notice of the aggregate nominal amount of the relevant Further Issue Class A Notes, the issue price of such Notes and any other terms and conditions not contained herein which are applicable to the Further Issue Class A Notes issued on the relevant Issue Date will be set out in the Final Terms which will be delivered to Euronext Amsterdam and filed with the AFM on or before the Issue Date of such Further Issue Class A Notes.
4. The First Issue Class A1 Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam and will bear common code 106205124, ISIN Code XS1062051245 and WKN Code A1ZHPU.
5. The First Issue Class A2 Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam and will bear common code 106205175, ISIN Code XS1062051757 and WKN Code A1ZHPPV.
6. The First Issue Class A3 Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam and will bear common code 106205205, ISIN Code XS1062052052 and WKN Code A1ZHPW.
7. The First Issue Class A4 Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam and will bear common code 106205221, ISIN Code XS1062052219 and WKN Code A1ZHPX.
8. The First Issue Class B Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and will bear common code 106205361, ISIN Code XS1062053613 and WKN Code A1ZHPY.
9. The addresses of the clearing systems are: Euroclear, 1 Boulevard de Roi Albert II, 1210 Brussels, Belgium and Clearstream Luxembourg, 42 Avenue J.F. Kennedy, L-1855 Luxembourg.
10. Since its incorporation, the Issuer is not involved in any legal, arbitration or governmental proceedings which may have a significant effect on the Issuer's financial position or profitability nor are any such proceedings pending or, as far as the Issuer is aware, threatened against the Issuer.
11. Hard copies of the following documents may be inspected at the specified offices of the Security Trustee and the Paying Agents free of charge during normal business hours as long as the Notes are outstanding:
  - (a) the Deed of Incorporation dated 10 March 2014, including the articles of association of the Issuer, the Security Trustee and the Shareholder;
  - (b) the Mortgage Receivables Purchase Agreement;
  - (c) the Deed of Assignment;

- (d) the Notes Purchase Agreement;
- (e) the Paying Agency Agreement;
- (f) the Trust Deed;
- (g) the Parallel Debt Agreement;
- (h) the Issuer Mortgage Receivables Pledge Agreement;
- (i) the Issuer Rights Pledge Agreement;
- (j) the Servicing Agreement;
- (k) the Issuer Account Agreement;
- (l) the Cash Advance Facility Agreement;
- (m) the Participation Agreements;
- (n) the Beneficiary Waiver Agreement;
- (o) the Subordinated Loan Agreement;
- (p) the Management Agreements;
- (q) the Master Definitions Agreement; and
- (r) any Final Terms.

12. The articles of association of the Issuer are incorporated herein by reference. The Issuer's articles of association will be available free of charge at the registered office of the Issuer, the Security Trustee and the Paying Agent as long as any Notes are outstanding.

13. This Base Prospectus constitutes a base prospectus for the purpose of the Prospectus Directive. A free copy of this Base Prospectus is available at the offices of the Issuer and the Paying Agent or can be obtained at the external website of, *inter alia*, the Issuer: [www.intertrustgroup.com](http://www.intertrustgroup.com).

14. US taxes:

The Notes will bear a legend to the following effect: 'any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Section 165(j) and 1287(a) of the Internal Revenue Code'.

The sections referred to in such legend provide that a United States person who holds a Note will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

15. The audited financial statements of the Issuer prepared annually will be made available, free of charge, at the specified offices of the Issuer. The Issuer's auditors are Ernst & Young Accountants LLP, whose auditors are a member of the Royal Dutch Institute for registered accountants (Koninklijk Nederlands Instituut van Registeraccountants (NIVRA)).

16. A quarterly report on the performance, including the arrears and the losses, of the transaction can be obtained at: [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl).

17. Responsibility Statements

The Issuer is responsible for the information contained in this Base Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer accepts responsibility accordingly.

In addition to the Issuer, the Sellers and Stater are responsible for the information referred to in the respective paragraphs below.

Each Seller is responsible solely for the information contained in the following sections of this Base Prospectus: Retention and disclosure requirements under the CRR and AIFM Regulation in section 1.4 (*The Notes*), 1.6 (*Portfolio Information*) 3.4 (*The Seller*), 4.5 (*Regulatory and Industry Compliance*), 6.1 (*Stratification Tables*), 6.2 (*Description of Mortgage Loans*), 6.3 (*Origination and Servicing by the Sellers*), 6.4 (*Dutch Residential Mortgage Market*) and 6.5 (*NHG Guarantee Programme*) and all the confirmations and undertakings for and in respect of the retained interest and, as applicable, the making available of certain information to investors pursuant to Section 405 and Section 409 of the CRR respectively. To the best of each Seller's knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in such sections is in accordance with the facts and does not omit anything likely to affect the import of such information. Neither of the Sellers is responsible for information contained in any section other than the sections mentioned above, and consequently does not assume any liability with respect to the information contained in any other section. Any information from third parties contained and specified as such in aforementioned sections has been accurately reproduced and as far as each Seller is aware and is able to ascertain from information published by such third parties, does not omit anything likely to render the reproduced information inaccurate or misleading (having taken all reasonable care to ensure that such is the case). Each Seller accepts responsibility accordingly.

Stater Nederland B.V. is responsible solely for the information contained in section 3.5 (*Stater Nederland B.V.*) of this Base Prospectus and not for the information contained in any other section and consequently, Stater does not assume any liability in respect of the information contained in any other section other than section 3.5 (*Stater Nederland B.V.*). To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in section 3.5 (*Stater Nederland B.V.*) is in accordance with the facts and does not omit anything likely to affect the import of such information. Stater accepts responsibility accordingly.

Market data and other statistical information used in this Base Prospectus is based on a number of sources, including independent industry publications, government publications, reports by market research firms or other independent publications (each an **Independent Source**). The most recent available information from Independent Sources has been included in this Base Prospectus. Some data are based on good faith estimates, which are derived in part from a review of internal surveys of Delta Lloyd, as well as the Independent Sources. Although these Independent Sources are believed to be reliable, the information has not independently been verified and its accuracy and completeness cannot be guaranteed. The information in this Base Prospectus that has been sourced from Independent Sources has been accurately reproduced and, as far as this could be ascertained from the information published by the relevant Independent Source, no facts have been omitted which would render the reproduced information inaccurate or misleading (having taken all reasonable care to ensure that such is the case).

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the offering of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Sellers, any Manager and the Arranger.

## 9. GLOSSARY OF DEFINED TERMS

### 1. DEFINITIONS

*The defined terms used in this Glossary of Defined Terms, to the extent applicable, conform to the standard published by the Dutch Securitisation Association on (See section 4.5 (Regulatory and Industry Compliance) (the RMBS Standard). However, certain deviations from the defined terms used in the RMBS Standard are denoted in the below as follows:*

- *if the defined term is not included in the RMBS Standard definitions list and is an additional definition, by including the symbol '+' in front of the relevant defined term;*
- *if the defined term deviates from the definition as recorded in the RMBS Standard definitions list, by including the symbol '\*' in front of the relevant defined term;*
- *if the defined term is not between square brackets in the RMBS Standard definitions list and is not used in this Base Prospectus, by including the symbol 'NA' in front of the relevant defined term;*

Except where the context otherwise requires, the following defined terms used in this Base Prospectus have the meaning set out below:

**AFM** means the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*);

+ **Aggregate Construction Deposits** means the aggregate of the Construction Deposits in relation to all Mortgage Loans;

+ **AIFM Regulation** means the Commission Delegated Regulation (EU) No. 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council;

**All Moneys Mortgage** means any mortgage right (*hypotheekrecht*) which secures not only the loan granted to the Borrower to purchase the mortgaged property, but also any other liabilities and moneys that the Borrower, now or in the future, may owe to the relevant Originator either (i) regardless of the basis of such liability or (ii) under or in connection with the credit relationship (*kredietrelatie*) of the Borrower and the relevant Originator;

**All Moneys Pledge** means any right of pledge (*pandrecht*) which secures (i) not only the loan granted to the Borrower to purchase the mortgaged property, but also any other liabilities and moneys that the Borrower, now or in the future, may owe to the relevant Originator either (i) regardless of the basis of such liability or (ii) under or in connection with the credit relationship (*kredietrelatie*) of the Borrower and the relevant Originator;

**All Moneys Security Rights** means any All Moneys Mortgages and All Moneys Pledges jointly;

+ **Amstelhuys** means Amstelhuys N.V.;

**Annuity Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower pays a fixed monthly instalment, made up of an initially high and thereafter decreasing interest portion and an initially low and thereafter increasing principal portion, and calculated in such manner that such mortgage loan will be fully redeemed at its maturity;

**Annuity Mortgage Receivable** means the Mortgage Receivable resulting from an Annuity Mortgage Loan;

**Assignment Notification Event** means any of the events set out in section 7.1 (*Purchase, Repurchase and Sale*);

**Available Principal Funds** has the meaning ascribed thereto in section 5.1 (*Available Funds*) of this Base Prospectus;

**Available Revenue Funds** has the meaning ascribed thereto in section 5.1 (*Available Funds*) of this Base Prospectus;

**Bank Savings Account** means, in respect of a Bank Savings Mortgage Loan, a blocked savings account in the name of a Borrower held with the Bank Savings Participant;

**Bank Savings Deposit** means, in relation to a Bank Savings Mortgage Loan, the balance standing to the credit of the relevant Bank Savings Account;

+ **Bank Savings Deposit Instalment** means any instalment by a Borrower into the relevant Bank Savings Account;

**Bank Savings Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity but instead makes a deposit into the relevant Bank Savings Account on a monthly basis;

**Bank Savings Mortgage Receivable** means the Mortgage Receivable resulting from a Bank Savings Mortgage Loan;

**Bank Savings Participant** means Delta Lloyd Bank N.V.;

**Bank Savings Participation** means, on any Mortgage Calculation Date, in respect of each Bank Savings Mortgage Receivable an amount equal to the Initial Bank Savings Participation in respect of such Bank Savings Mortgage Receivable increased with each Bank Savings Participation Increase up to (and including) the Mortgage Calculation Period immediately preceding such Mortgage Calculation Date, but not exceeding the Outstanding Principal Amount of such Bank Savings Mortgage Receivable;

**Bank Savings Participation Agreement** means the bank savings participation agreement between the Issuer, the Bank Savings Participant and the Security Trustee dated the Signing Date;

\* **Bank Savings Participation Increase** means an amount calculated for each Mortgage Calculation Period on the relevant Mortgage Calculation Date by application of the following formula:  $(P \times I) + S$ , whereby:

P = the Participation Fraction in respect of such Bank Savings Mortgage Receivable;

S = the amount received by the Issuer pursuant to the Bank Savings Participation Agreement on the Mortgage Collection Payment Date immediately succeeding the relevant Mortgage Calculation Date in respect of the relevant Bank Savings Mortgage Receivable from the Bank Savings Participant; and

I = the amount of interest due by the Borrower on the relevant Bank Savings Mortgage Receivable and actually received by the Issuer in respect of such Mortgage Calculation

Period;

**Bank Savings Participation Redemption Available Amount** has the meaning ascribed thereto in section 7.6 (*Participation Agreements*) of this Base Prospectus;

**Base Prospectus** means this base prospectus dated 26 May 2014 relating to the issue of the Notes;

**Basic Terms Change** has the meaning set forth as such in Condition 14(b);

**Beneficiary Rights** means all rights which the relevant Seller has *vis-à-vis* the relevant Insurance Company in respect of an Insurance Policy, under which the relevant Seller has been appointed by the Borrower in connection with the relevant Mortgage Receivable;

**Beneficiary Waiver Agreement** means the beneficiary waiver agreement between, amongst others, the Sellers, the Security Trustee and the Issuer dated the Signing Date;

**BKR** means National Credit Register (*Bureau Krediet Registratie*);

**Borrower** means the debtor or debtors, including any jointly and severally liable co-debtor or co-debtors, of a Mortgage Loan;

**Borrower Insurance Pledge** means a right of pledge (*pandrecht*) created in favour of the relevant Seller on the rights of the relevant pledgor against the relevant Insurance Company under the relevant Insurance Policy securing the relevant Mortgage Receivable;

**Borrower Insurance Proceeds Instruction** means the irrevocable instruction by the beneficiary under an Insurance Policy to the relevant Insurance Company to apply the insurance proceeds towards repayment of the same debt for which the relevant Borrower Insurance Pledge was created;

**Borrower Investment Account** means, in respect of an Investment Mortgage Loan, an investment account in the name of the relevant Borrower;

**Borrower Pledge** means a right of pledge (*pandrecht*) securing the relevant Mortgage Receivable, including a Borrower Insurance Pledge;

\* **Business Day** means a TARGET 2 Settlement Day, provided such day is also a day on which banks are generally open for business in Amsterdam and London;

+ **Cash Advance Facility** means the cash advance facility referred to in Clause 3.1 of the Cash Advance Facility Agreement;

**Cash Advance Facility Agreement** means the cash advance facility agreement between the Cash Advance Facility Provider, the Issuer and the Security Trustee dated the Signing Date;

**Cash Advance Facility Drawing** means a drawing under the Cash Advance Facility;

\* **Cash Advance Facility Maximum Amount** means on each Notes Calculation Date the higher of (i) 5.5 per cent. of the aggregate original principal amount of the Notes outstanding minus the original principal amount of the Notes redeemed on an Optional Redemption Date pursuant to Condition 6(d), on each Notes Calculation Date or (ii) 5.5 per cent. of the aggregate original principal amount of the Notes, on the Closing Date;

**Cash Advance Facility Provider** means N.V. Bank Nederlandse Gemeenten;

**Cash Advance Facility Stand-by Drawing** means the drawing by the Issuer of the entire undrawn

portion under the Cash Advance Facility Agreement if a Cash Advance Facility Stand-by Drawing Event occurs;

\* **Cash Advance Facility Stand-by Drawing Event** means any of the following events: if (a) the rating on any day of the debt obligations of the Cash Advance Facility Provider is below the Requisite Credit Rating or any rating is withdrawn; or (b) the Cash Advance Facility Provider refuses to comply with an Extension Request made pursuant to Clause 3.2 (and as defined therein) of the Cash Advance Facility Agreement; or (c) the Issuer requests that the Cash Advance Facility Provider transfer its rights and obligations under the Cash Advance Facility Agreement to a third party;

**Class** means either the Class A Notes or the Class B Notes;

**Class A Notes** means the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class A4 Notes;

+ **Class A1 First Optional Redemption Date** means the Notes Payment Date falling in May 2024

+ **Class A2 First Optional Redemption Date** means the Notes Payment Date falling in May 2025

+ **Class A3 First Optional Redemption Date** means the Notes Payment Date falling in November 2025

+ **Class A4 First Optional Redemption Date** means the Notes Payment Date falling in May 2026

+ **Class A1 Notes** means the First Issue Class A1 Notes and the Further Issue Class A1 Notes;

+ **Class A2 Notes** means the First Issue Class A2 Notes and the Further Issue Class A2 Notes;

+ **Class A3 Notes** means the First Issue Class A3 Notes and the Further Issue Class A3 Notes;

+ **Class A4 Notes** means the First Issue Class A4 Notes and the Further Issue Class A4 Notes;

**Class B Notes** means the First Issue Class B Notes and the Further Issue Class B Notes;

+ **Class B First Optional Redemption Date** means the Notes Payment Date falling in May 2026;

**Clean-up Call Option** means the right of the Sellers (acting jointly, but each in respect of the respective relevant Mortgage Receivables) to repurchase and accept re-assignment of all (but not only part of) the Mortgage Receivables which are outstanding which right may be exercised on any Notes Payment Date on which the aggregate Principal Amount Outstanding of the Class A Notes (in the case of a Principal Shortfall in respect of any Class of Notes, less such aggregate Principal Shortfall) is not more than 10 per cent. of the aggregate Principal Amount Outstanding of the total amount of Notes issued;

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

**Closing Date** means 27 May 2014 or such later date as may be agreed between the Issuer and the Sellers;

**Code of Conduct** means the Mortgage Code of Conduct (*Gedragcode Hypothecaire Financieringen*) introduced in January 2007 by the Dutch Association of Banks (*Nederlandse Vereniging van Banken*) as amended from time to time;

**Conditions** means the terms and conditions of the Notes set out in Schedule 5 to the Trust Deed as

from time to time modified in accordance with the Trust Deed and, with respect to any Notes represented by a Global Note, as modified by the provisions of the relevant Global Note;

**Construction Deposit** means in relation to a Mortgage Loan, that part of the Mortgage Loan which the relevant Borrower requested to be disbursed into a blocked account held in his name with the relevant Seller, the proceeds of which may be applied towards construction of, or improvements to, the relevant Mortgaged Asset;

**Construction Deposit Account** means the bank account of the Issuer designated as such in the Issuer Account Agreement;

**Coupons** means the interest coupons appertaining to the Notes;

+ **CRA Regulation** means Regulation (EU) No 1060/2009;

+ **CRR** means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013;

**Credit Rating Agency** means any credit rating agency (including any successor to its rating business) who, at the request of the Issuer, assigns, and for as long as it assigns, one or more ratings to the Notes, from time to time, which as at the Closing Date includes DBRS;

**Credit Rating Agency Confirmation** means, with respect to a matter which requires Credit Rating Agency Confirmation under the Transaction Documents and which has been notified to each Credit Rating Agency with a request to provide a confirmation, receipt by the Security Trustee, in form and substance satisfactory to the Security Trustee, of:

- (a) a confirmation from each Credit Rating Agency that its then current ratings of the Notes will not be adversely affected by or withdrawn as a result of the relevant matter (a **confirmation**);
- (b) if no confirmation is forthcoming from any Credit Rating Agency, a written indication, by whatever means of communication, from such Credit Rating Agency that it does not have any (or any further) comments in respect of the relevant matter (an **indication**); or
- (c) if no confirmation and no indication is forthcoming from any Credit Rating Agency and such Credit Rating Agency has not communicated that the then current ratings of the Notes will be adversely affected by or withdrawn as a result of the relevant matter or that it has comments in respect of the relevant matter:
  - (i) a written communication, by whatever means, from such Credit Rating Agency that it has completed its review of the relevant matter and that in the circumstances (x) it does not consider a confirmation required or (y) it is not in line with its policies to provide a confirmation; or
  - (ii) if such Credit Rating Agency has not communicated that it requires more time or information to analyse the relevant matter, evidence that 30 days have passed since such Credit Rating Agency was notified of the relevant matter and that reasonable efforts were made to obtain a confirmation or an indication from such Credit Rating Agency;

\* **Current Loan to Original Foreclosure Value Ratio** means the ratio calculated by dividing the Outstanding Principal Amount of a Mortgage Receivable by the Original Foreclosure Value;

**Cut-Off Date** means 31 March 2014;

**DBRS** means DBRS Ratings Limited;

\* **Deed of Assignment** means a deed of assignment in the form set out in the Mortgage Receivables Purchase Agreement;

**Deferred Purchase Price** means part of the purchase price for the Mortgage Receivables equal to the sum of all Deferred Purchase Price Instalments;

**Deferred Purchase Price Instalment** means, after application of the relevant available amounts in accordance with the relevant Priority of Payments, any amount remaining after all items ranking higher than the item relating to the Deferred Purchase Price have been satisfied;

**Definitive Notes** means Notes in definitive bearer form in respect of any Class of Notes;

+ **Delta Lloyd Bank** means Delta Lloyd Bank N.V.;

+ **Delta Lloyd Levensverzekering** means Delta Lloyd Levensverzekering N.V.;

**Directors** means Intertrust Management B.V. as the sole director of each of the Issuer and the Shareholder and SGG Securitisation Services B.V. as the sole director of the Security Trustee collectively;

**DNB** means the Dutch central bank (*De Nederlandsche Bank N.V.*);

**Enforcement Date** means the date of an Enforcement Notice;

**Enforcement Notice** means the notice delivered by the Security Trustee to the Issuer pursuant to Condition 10 (*Events of Default*);

**EONIA** means the Euro Overnight Index Average as published jointly by the European Banking Federation and ACI/The Financial Market Association;

**EUR** or **euro** means the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended from time to time;

**Euribor** has the meaning ascribed to it in Condition 4(e) (*Interest*);

**Euroclear** means Euroclear Bank SA/NV as operator of the Euroclear System;

**Euronext Amsterdam** means NYSE Euronext in Amsterdam;

**Eurosystem Eligible Collateral** means collateral recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem;

**Events of Default** means any of the events specified as such in Condition 10 (*Events of Default*);

**Exchange Date** means the date, not earlier than forty (40) days after the issue date of the Notes on which interests in the Temporary Global Notes will be exchangeable for interests in the Permanent Global Notes;

\* **Extraordinary Resolution** means a resolution adopted at a meeting of Noteholders of a Class duly

convened and held by the Noteholders of a Class by a majority of not less than two-thirds of the validly cast votes, except that in case of an Extraordinary Resolution approving a Basic Terms Change the majority required shall be at least seventy-five (75) per cent of the validly cast votes;

**Final Maturity Date** means the Notes Payment Date falling in May 2058;

**Final Portfolio** has the meaning ascribed thereto in Section 6.2 (*Description of Mortgage Loans*);

+ **Final Terms** means the final terms issued by the Issuer in connection with an issue of Further Issue Notes;

+ **First Issue Class A Notes** means the First Issue Class A1 Notes, the First Issue Class A2 Notes, First Issue Class A3 Notes and the First Issue Class A4 Notes;

+ **First Issue Class A1 Notes** means the EUR 320,000,000 class A1 mortgage-backed notes due 2058;

+ **First Issue Class A2 Notes** means the EUR 200,000 class A2 mortgage-backed notes due 2058;

+ **First Issue Class A3 Notes** means the EUR 200,000 class A3 mortgage-backed notes due 2058;

+ **First Issue Class A4 Notes** means the EUR 200,000 class A4 mortgage-backed notes due 2058;

+ **First Issue Class B Notes** means the EUR 32,100,000 class B mortgage-backed notes due 2058;

+ **First Issue Notes** means the First Issue Class A Notes and the First Issue Class B Notes;

\* **First Optional Redemption Date** means the Class A1 First Optional Redemption Date, the Class A2 First Optional Redemption Date, the Class A3 First Optional Redemption Date, the Class A4 First Optional Redemption Date and the Class B First Optional Redemption Date;

+ **Fixed Rate Mortgage Loan** means a Mortgage Loan which is not a Floating Rate Mortgage Loan;

+ **Fixed Rate Mortgage Receivable** means a Mortgage Receivable resulting from a Fixed Rate Mortgage Loan;

+ **Floating Rate Mortgage Loan** means a Mortgage Loan which bears a floating rate of interest (i.e. a rate of interest which may be reset each month), listed as such, at Closing, in the list of loans attached to the Mortgage Receivables Purchase Agreement and, after any purchase and assignment of any New Mortgage Receivables or Further Advance Receivables has taken place in accordance with the Mortgage Receivables Purchase Agreement, at any Notes Payment Date, in Annex I to the relevant Deed of Assignment and including any Mortgage Loan which after the relevant interest reset date bears a floating rate of interest, but excluding any of the aforementioned Mortgage Loans which after the relevant interest reset date becomes a Fixed Rate Mortgage Loan;

+ **Floating Rate Mortgage Receivable** means a Mortgage Receivable resulting from a Floating Rate Mortgage Loan;

**Foreclosure Value** means the foreclosure value of the Mortgaged Asset;

**Further Advance** means a loan or a further advance to be made to a Borrower under a Mortgage Loan, which is secured by the same Mortgage;

**Further Advance Receivable** means the Mortgage Receivable resulting from a Further Advance;

+ **Further Issue Class A Notes** means the Further Issue Class A1 Notes, the Further Issue Class A2

Notes, the Further Issue Class A3 Notes and the Further Issue Class A4 Notes;

- + **Further Issue Class A1 Notes** means series of notes denominated in euro to which may be issued by the Issuer subject to and in accordance with Condition 1(b) and which will be fungible with the First Issue Class A1 Notes;
- + **Further Issue Class A2 Notes** means series of notes denominated in euro to which may be issued by the Issuer subject to and in accordance with Condition 1(b) and which will be fungible with the First Issue Class A2 Notes;
- + **Further Issue Class A3 Notes** means series of notes denominated in euro to which may be issued by the Issuer subject to and in accordance with Condition 1(b) and which will be fungible with the First Issue Class A3 Notes;
- + **Further Issue Class A4 Notes** means series of notes denominated in euro to which may be issued by the Issuer subject to and in accordance with Condition 1(b) and which will be fungible with the First Issue Class A4 Notes;
- + **Further Issue Class B Notes** means series of notes denominated in euro to which may be issued by the Issuer subject to and in accordance with Condition 1(b) and which will be fungible with the First Issue Class B Notes;
- + **Further Issue Notes** means the Further Issue Class A Notes and the Further Issue Class B Notes;

**Global Note** means any Temporary Global Note or Permanent Global Note;

- + **Higher Ranking Class** means, in relation to a Class, each Class which has not been previously redeemed or written of and ranks higher in priority to it in the Redemption Priority of Payments than such Class;
- \* **Initial Bank Savings Participation** means (a)(i) on the Closing Date, (ii) the relevant Issue Date or Purchase Date in case of a purchase and assignment of New Mortgage Receivables, or on the relevant Purchase Date in case of a purchase and assignment of Further Advance Receivables, in respect of a Bank Savings Mortgage Receivable assigned to the Issuer on such date, or (b) on the relevant Mortgage Collection Payment Date following a switch from any other type of Mortgage Loan into a Bank Savings Mortgage Loan, an amount equal to the relevant Bank Savings Deposit with accrued interest up to the first calendar day of the month of the Closing Date, the relevant Issue Date, the relevant Purchase Date or the relevant Mortgage Collection Payment Date, as the case may be;
- \* **Initial Insurance Savings Participation** means (a)(i) on the Closing Date, (ii) the relevant Issue Date or Purchase Date in case of a purchase and assignment of New Mortgage Receivables, or on the relevant Purchase Date in case of a purchase and assignment of Further Advance Receivables, in respect of a Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element assigned to the Issuer on such date, or (b) on the relevant Mortgage Collection Payment Date following a switch from any type of Mortgage Loan, other than a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element, into a Savings Mortgage Loan or Life Mortgage Loan with a Savings Element, an amount equal to the sum of the Savings Premiums received by the Savings Insurance Company with accrued interest up to the first calendar day of the month of the Closing Date, the relevant Issue Date, the relevant Purchase Date or the relevant Mortgage Collection Payment Date, as the case may be;
- \* **Initial Purchase Price** means, in respect of any Mortgage Receivable, its Outstanding Principal Amount (a) on the Cut-Off Date which shall be payable on the Closing Date or (b), in respect of the

New Mortgage Receivables, on the first day of the month in which the relevant Issue Date or Purchase Date falls or (c), in respect of the Further Advance Receivables, on the first day of the month in which the relevant Purchase Date falls, which shall be payable on the relevant Issue Date or, as the case may be, the relevant Purchase Date;

**Initial Savings Participation** means an Initial Bank Savings Participation and/or an Initial Insurance Savings Participation;

**Insurance Company** means (a) the Savings Insurance Company or (b) any insurance company established in the Netherlands, other than the Savings Insurance Company;

**Insurance Policy** means a Life Insurance Policy, Savings Insurance Policy or Savings Investment Insurance Policy;

**Insurance Savings Participation** means, on any Mortgage Calculation Date, in respect of each Savings Mortgage Receivable and each Life Mortgage Receivable with a Savings Element, an amount equal to the Initial Insurance Savings Participation in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element increased with the Insurance Savings Participation Increase up to (and including) the Mortgage Calculation Period immediately preceding such Mortgage Calculation Date, but not exceeding the Outstanding Principal Amount of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element;

**Insurance Savings Participation Agreement** means the insurance savings participation agreement between the Issuer, the Savings Insurance Company and the Security Trustee dated the Signing Date;

\* **Insurance Savings Participation Increase** means an amount calculated for each Mortgage Calculation Period on the relevant Mortgage Calculation Date by application of the following formula:  $(P \times I) + S$ , whereby:

P = Participation Fraction in respect of such Savings Mortgage Receivable or Life Mortgage Receivable with a Savings Element;

S = the amount received by the Issuer pursuant to the Insurance Savings Participation Agreement on the Mortgage Collection Payment Date immediately succeeding the relevant Mortgage Calculation Date in respect of the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element from the Savings Insurance Company; and

I = the amount of interest due by the Borrower on the relevant Savings Mortgage Receivable or the relevant Life Mortgage Receivable with a Savings Element and actually received by the Issuer in respect of such Mortgage Calculation Period;

**Insurance Savings Participation Redemption Available Amount** has the meaning ascribed thereto in section 7.6 (*Participation Agreements*) of the Base Prospectus;

**Interest Period** means the period from (and including) the Closing Date to (but excluding) the Notes Payment Date falling in August 2014 and each successive period from (and including) a Notes Payment Date to (but excluding) the next succeeding Notes Payment Date;

**Interest Rate** means the rate of interest applicable from time to time to a Class of Notes as determined in accordance with Condition 4(e) (*Interest*);

**Interest-only Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity;

**Interest-only Mortgage Receivable** means the Mortgage Receivable resulting from an Interest-only Mortgage Loan;

**Investment Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but undertakes to invest defined amounts through a Borrower Investment Account;

**Investment Mortgage Receivable** means the Mortgage Receivable resulting from an Investment Mortgage Loan;

+ **Issue Date** means any date on which any Further Issue Notes are issued up to and including 17 May 2026;

**Issuer** means iArena B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and established in Amsterdam, the Netherlands;

**Issuer Account Agreement** means the issuer account agreement between the Issuer, the Security Trustee and the Issuer Account Bank dated the Signing Date;

**Issuer Account Bank** means N.V. Bank Nederlandse Gemeenten;

**Issuer Administrator** means Intertrust Administrative Services B.V.;

**Issuer Collection Account** means the bank account of the Issuer designated as such in the Issuer Account Agreement;

**Issuer Management Agreement** means the issuer management agreement between the Issuer, Intertrust Management B.V., the Security Trustee and the Sellers dated the Signing Date;

**Issuer Mortgage Receivables Pledge Agreement** means the mortgage receivables pledge agreement entered into by the Issuer (as pledgor) and the Security Trustee (as pledgee) dated the Signing Date;

**Issuer Rights** means any and all rights of the Issuer under and in connection with the Mortgage Receivables Purchase Agreement *vis-à-vis* the Sellers, the Issuer Account Agreement including the Issuer Account Funds *vis-à-vis* the Issuer Account Bank, the Servicing Agreement *vis-à-vis* the Servicer, the Non-performing Mortgage Loan Servicer and the Issuer Administrator, the Cash Advance Facility Agreement *vis-à-vis* the Cash Advance Facility Provider and the Participation Agreements *vis-à-vis* the Bank Savings Participant and the Savings Insurance Company, respectively;

\* **Issuer Rights Pledge Agreement** means the pledge agreement to be entered into by the Issuer, the Security Trustee, the Issuer Administrator, the Non-performing Mortgage Loan Servicer, the Savings Insurance Company, the Bank Savings Participant, the Servicer, the Sellers, the Issuer Account Bank and the Cash Advance Facility Provider on the Closing Date;

**Issuer Transaction Account** means any of the Issuer Collection Account, the Construction Deposit Account and the Reserve Account;

**Land Registry** means the Dutch land registry (*het Kadaster*);

**Life Insurance Policy** means an insurance policy taken out by any Borrower comprised of a risk

insurance element and a capital insurance element which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life;

**Life Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but instead pays on a monthly basis a premium to the relevant Insurance Company;

+ **Life Mortgage Loan with a Savings Element** means a Life Mortgage Loan of which the relevant Borrower has opted for a Savings Alternative;

**Life Mortgage Receivable** means the Mortgage Receivable resulting from a Life Mortgage Loan;

**Life Mortgage Receivable with a Savings Element** means a Mortgage Receivable resulting from a Life Mortgage Loan with a Savings Element;

**Linear Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower each month pays a fixed amount of principal towards redemption of such mortgage loan (or relevant part thereof) until maturity;

**Linear Mortgage Receivable** means the Mortgage Receivable resulting from a Linear Mortgage Loan;

**Listing Agent** means ABN AMRO Bank N.V.;

**Loan to Foreclosure Value Ratio** means, in case of a sale of a Mortgage Receivable by the Issuer in accordance with Clause 21 of the Trust Deed on any date, if the foreclosure value was assessed within one year prior to such date, such foreclosure value or, if the foreclosure value was assessed more than one year prior to such date, such foreclosure value indexed to median price levels of the year in which the relevant Quarterly Payment Date falls as reported by the "*Nederlandse Vereniging van Makelaars*" or, in case no such report is available, as reported by any other authoritative organisation in this field;

**Loan Parts** means one or more of the loan parts (*leningdelen*) of which a Mortgage Loan consists;

**Management Agreement** means any of (i) the Issuer Management Agreement, (ii) the Shareholder Management Agreement and (iii) the Security Trustee Management Agreement;

+ **Margin** means, in respect of a Floating Rate Mortgage Loan on any date, a margin equal to the then current interest rate applicable to such Floating Rate Mortgage Loan minus the rate of Euribor for three (3) month deposits applicable to the Class A1 Notes on such date;

**Market Value** means (i) the market value (*marktwaaarde*) of the relevant Mortgaged Asset based on (a) if available, the most recent valuation by an external valuer, or (b) if no valuation is available, the assessment by the Dutch tax authorities on the basis of the WOZ at the time of application by the Borrower or (ii) in respect of a Mortgaged Asset to be constructed or in construction at the time of application by the Borrower, the construction costs of such Mortgaged Asset plus the purchase price of the relevant building lot provided that construction costs which do not qualify as a refurbishment or enlargement of the building lot, are capped at 20% of the total construction costs;

**Master Definitions Agreement** means the master definitions agreement between, amongst others, the Sellers, the Issuer and the Security Trustee dated the Signing Date;

**Mortgage** means a mortgage right (*hypotheekrecht*) securing the relevant Mortgage Receivables;

**Mortgage Calculation Date** means, in relation to a Mortgage Collection Payment Date, the 2nd day prior to such Mortgage Collection Payment Date or, in case such day is not a Business Day, the next succeeding Business Day;

**Mortgage Calculation Period** means the period commencing on (and including) the first day of each calendar month and ending on (and including) the last day of such calendar month except for the first mortgage calculation period, which commences on (and includes) the Cut-Off Date and ends on (and includes) the last day of May 2014;

**Mortgage Collection Payment Date** means the 12th day of each calendar month or, in case such day is not a Business Day, the next succeeding Business Day;

**Mortgage Conditions** means the terms and conditions applicable to a Mortgage Loan, as set forth in the relevant mortgage deed and/or in any loan document, offer document or any other document, including any applicable general terms and conditions for mortgage loans as amended or supplemented from time to time;

+ **Mortgage Loan Amendment** means an amendment by the relevant Seller and the relevant Borrower of the terms of a Mortgage Loan, or part of such Mortgage Loan, as a result of which such Mortgage Loan no longer meets certain criteria set forth in the Mortgage Receivables Purchase Agreement;

**Mortgage Loan Criteria** means the criteria relating to the Mortgage Loans set forth as such in section 7.3 (*Mortgage Loan Criteria*) of this Base Prospectus;

**Mortgage Loan Services** means the services to be provided by the Servicer to the Issuer and the Security Trustee with respect to the Mortgage Loans, as set out in the Servicing Agreement;

**Mortgage Loans** means the mortgage loans granted by the relevant Seller to the relevant borrowers which may consist of one or more loan parts (*leningdelen*) as set forth in the list of loans attached to the Mortgage Receivables Purchase Agreement, to the extent not retransferred or otherwise disposed of by the Issuer;

\* **Mortgage Receivable** means any and all rights of the relevant Seller (and after assignment of such rights to the Issuer, of the Issuer) against the Borrower under or in connection with a Mortgage Loan, including any and all claims of the relevant Seller (or the Issuer after assignment) on the Borrower as a result of the Mortgage Loan being terminated, dissolved or declared null and void, which term will also include Further Advance Receivables and New Mortgage Receivables upon purchase thereof;

**Mortgage Receivables Purchase Agreement** means the mortgage receivables purchase agreement between the relevant Seller, the Issuer and the Security Trustee dated the Signing Date;

**Mortgaged Asset** means (i) a real property (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*) or (iii) a long lease (*erfpachtsrecht*) situated in the Netherlands on which a Mortgage is vested;

+ **Most Senior Class** means the Class A Notes or if there are no Class A Notes outstanding, the Class B Notes;

\* **Net Foreclosure Proceeds** means (i) the proceeds of a foreclosure on a Mortgage, (ii) the proceeds of foreclosure on any other collateral securing the relevant Mortgage Receivable, (iii) the proceeds, if any, of collection of any insurance policy in connection with the relevant Mortgage Receivable, including fire insurance policy and Insurance Policy, (iv) the proceeds of the NHG Guarantee and

any other guarantees or sureties and (v) the proceeds of foreclosure on any other assets of the relevant Borrower, in each case after deduction of foreclosure costs in respect of such Mortgage Receivable;

+ **New Mortgage Receivable** means any Mortgage Receivable purchased by the Issuer pursuant to the Mortgage Receivables Purchase Agreement after the Closing Date, except for any Further Advance Receivable;

**NHG Conditions** means the terms and conditions (*voorwaarden en normen*) of the NHG Guarantee as set by Stichting WEW and as amended from time to time;

**NHG Guarantee** means a guarantee (*borgtocht*) under the NHG Conditions granted by Stichting WEW;

**NHG Mortgage Loan Receivable** means the Mortgage Receivable resulting from a NHG Mortgage Loan;

**NHG Mortgage Loan** means a Mortgage Loan that has the benefit of a NHG Guarantee;

+ **Non-performing Mortgage Loan Servicer** means Delta Lloyd Bank N.V.;

**Non-performing Mortgage Loan Services** means the services to be provided by the Non-performing Mortgage Loan Servicer to the Issuer and the Security Trustee with respect to the Mortgage Loans in arrears, as set out as such in the Servicing Agreement;

**Noteholders** means the persons who for the time being are the holders of the Notes;

**Notes** means the Class A Notes and the Class B Notes;

**Notes Calculation Date** means, in relation to a Notes Payment Date, the fourth Business Day prior to such Notes Payment Date;

**Notes Calculation Period** means, in relation to a Notes Calculation Date, the three successive Mortgage Calculation Periods immediately preceding such Notes Calculation Date except for the first Notes Calculation Period which will commence on the Cut-Off Date and ends on and includes the last day of July 2014;

**Notes Payment Date** means the 17th day of February, May, August and November of each year or, if such day is not a Business Day, the immediately succeeding Business Day unless it would as a result fall in the next calendar month, in which case it will be the Business Day immediately preceding such day;

**Notes Purchase Agreement** means the purchase agreement relating to the Notes, between the Issuer, the Sellers and the Managers, dated the Signing Date;

**Notes Purchaser** means each of Delta Lloyd Bank N.V., a public company existing under the laws of Belgium, having its office address at Sterrenkundelaan 23, 1210 Brussels, Belgium, Delta Lloyd Life N.V., a public company existing under the laws of Belgium having its office address at Fonsnylaan 38, 1060 Brussels, Belgium and Delta Lloyd Lebensversicherung AG, a public company existing under the laws of Germany, having its office address at Abraham-Lincoln-Park 1, 65189 Wiesbaden, Germany;

**NVM** means the Dutch Association of Real Estate Brokers and Immovable Property Experts (*Nederlandse Vereniging van Makelaars en vastgoeddeskundigen*);

- \* **Optional Redemption Date** means any Notes Payment Date from (and including) the relevant First Optional Redemption Date up to (and excluding) the Final Maturity Date;
- Original Foreclosure Value** means the Foreclosure Value as assessed by the relevant Originator at the time of granting the Mortgage Loan;
- Originator** means each of Amstelhuys, Delta Lloyd Bank and Delta Lloyd Levensverzekering;
- Other Claim** means any claim the relevant Seller has against the Borrower, other than a Mortgage Receivable, which is secured by the Mortgage and/or Borrower Pledge;
- \* **Outstanding Principal Amount** means, at any moment in time, (i) the outstanding principal amount of a Mortgage Receivable at such time and (ii), after a Realised Loss of the type (a) and (b), zero;
- Parallel Debt** has the meaning ascribed thereto in section 4.8 (*Security*) of this Base Prospectus;
- Parallel Debt Agreement** means the parallel debt agreement between, amongst others, the Issuer, the Security Trustee and the Secured Creditors (other than the Noteholders) dated the Signing Date;
- Participant** means each of the Bank Savings Participant and the Savings Insurance Company;
- Participation** means, in respect of each Savings Mortgage Receivable and each Life Mortgage Receivable with a Savings Element, the Insurance Savings Participation and in respect of each Bank Savings Mortgage Receivable, the Bank Savings Participation;
- Participation Agreement** means the Bank Savings Participation Agreement or the Insurance Savings Participation Agreement;
- Participation Fraction** means in respect of each Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and/or Bank Savings Mortgage Receivable, an amount equal to the relevant Participation on the first day of the relevant Mortgage Calculation Period divided by the Outstanding Principal Amount of such Savings Mortgage Receivable, Life Mortgage Receivable with a Savings Element and/or Bank Savings Mortgage Receivable, as the case may be, on the first day of the relevant Mortgage Calculation Period;
- Paying Agency Agreement** means the paying agency agreement between the Issuer, the Paying Agents, the Reference Agent, and the Security Trustee dated the Signing Date;
- Paying Agent** means Deutsche Bank AG, Amsterdam Branch incorporated under the laws of Germany as a company with limited liability, acting through its Amsterdam Branch;
- + **Paying Agents** means each of Deutsche Bank AG, London Branch and Deutsche Bank AG, Amsterdam Branch, each in their respective capacities as Principal Paying Agent and Paying Agent under the Paying Agency Agreement or its successor or successors;
- Permanent Global Note** means a permanent global note in respect of a Class of Notes;
- Pledge Agreements** means the Issuer Mortgage Receivables Pledge Agreement and the Issuer Rights Pledge Agreement;
- Pledge Notification Event** means any of the events specified in Clause 5.1 of the Issuer Mortgage Receivables Pledge Agreement;
- Post-Foreclosure Proceeds** means any amounts received, recovered or collected from a Borrower in

respect of a Mortgage Receivable in addition to Net Proceeds, whether in relation to principal, interest or otherwise, following completion of foreclosure on the Mortgage and other collateral securing the Mortgage Receivables;

**Prepayment Penalties** means any prepayment penalties (*boeterente*) to be paid by a Borrower under a Mortgage Loan as a result of the Mortgage Receivable being repaid (in whole or in part) prior to the maturity date of such Mortgage Loan other than (i) on a date whereon the interest rate is reset or (ii) as otherwise permitted pursuant to the Mortgage Conditions;

**Principal Amount Outstanding** has the meaning ascribed to it in Condition 6(f) (*Definitions*);

**Principal Deficiency** means the debit balance, if any, of the relevant Principal Deficiency Ledger;

**Principal Deficiency Ledger** means the principal deficiency ledger relating to the relevant Classes of Notes and comprising sub-ledgers for each such Class of Notes;

**Principal Paying Agent** means Deutsche Bank AG, London Branch incorporated under the laws of Germany as a company with limited liability, acting through its London Branch;

**Principal Shortfall** means an amount equal to the balance on the relevant sub-ledger of the Principal Deficiency Ledger on a Notes Payment Date divided by the number of the Notes of the relevant Class on such Notes Payment Date;

**Priority of Payments** means any of the Revenue Priority of Payments, Redemption Priority of Payments or Post-Enforcement Priority of Payments;

**Professional Market Party** means a professional market party (*professionele marktpartij*) as defined in the Wft;

**Prospectus Directive** means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended by the Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, as the same may be further amended;

+ **Provisional Pool** means a provisional pool of mortgage loans which forms the basis for the Final Portfolio;

+ **Purchase Date** means each Notes Payment Date up to the Notes Payment Date immediately preceding the Class A4 First Optional Redemption Date;

**Realised Loss** has the meaning ascribed thereto in section 5.3 (*Loss allocation*) of this Base Prospectus;

**Redemption Amount** means the principal amount redeemable in respect of a Note as defined in Condition 6(f) (*Definitions*);

**Redemption Available Amount** has the meaning ascribed thereto in Condition 6(i);

**Redemption Priority of Payments** means the priority of payments set out as such in section 5.2 (*Priorities of Payments*) of this Base Prospectus;

**Reference Agent** means Deutsche Bank AG, London Branch;

+ **Regulatory Call Option** has the meaning given thereto in section 7.1 (*Purchase Repurchase and Sale*);

**Regulatory Change** has the meaning given thereto in section 7.1 (*Purchase Repurchase and Sale*);

**Regulation S** means Regulation S of the Securities Act;

+ **Replenishment Available Amount** means, at any Notes Payment Date up to, but excluding the Class B First Optional Redemption Date, the Available Principal Funds;

+ **Replenishment Conditions** means the conditions specified as such in section 7.4 (Portfolio Conditions) in this Base Prospectus;

**Requisite Credit Rating** means (i) a rating of no less than BBB by DBRS and (ii) such other lower rating or ratings as may be agreed by the relevant Credit Rating Agency as would maintain the then current ratings of the Notes;

**Reserve Account** means the bank account of the Issuer, designated as such in the Issuer Account Agreement;

\* **Reserve Account Required Amount** means on any Notes Calculation Date a level equal to (a) 2.5% of the aggregate original principal amount of the Notes, on the Closing Date, (b) 2.5% of the aggregate original principal amount of the Notes outstanding minus the original principal amount of the Notes redeemed on an Optional Redemption Date pursuant to Condition 6(d), on any Notes Payment Date, or (c) zero, on the Notes Payment Date on which the Notes have been or are to be redeemed in full;

\* **Reserve Fund** means, at any time, the amount standing to the credit of the Reserve Account;

\* **Retained Notes** means the Class B Notes;

**Revenue Priority of Payments** means the priority of payments set out in Section 5.2 (*Revenue Priority of Payments*) of this Base Prospectus;

+ **Savings Alternative** means, in respect of the alternative under a Savings Investment Policy under which a certain pre-agreed amount to be received upon payout of the policy with, in such case, the Savings Insurance Company and the Savings Premium thereof is calculated in such a manner that, on an annuity basis, the proceeds of investment are equal to the amount due by the Borrower to the relevant Seller at maturity of (part of) the relevant Life Mortgage Loan.

**Savings Insurance Company** means Delta Lloyd Levensverzekering N.V., incorporated under the laws of the Netherlands as a public company with limited liability (*naamloze vennootschap*);

**Savings Insurance Policy** means an insurance policy taken out by any Borrower, in connection with a Savings Mortgage Loan, comprised of a risk insurance element and a capital insurance element which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life;

**Savings Investment Insurance Policy** means an insurance policy taken out by any Borrower, in connection with a Life Mortgage Loan with a Savings Element, comprised of a risk insurance element and a capital insurance element which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life;

**Savings Mortgage Loan** means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but instead pays on a monthly basis a premium to the relevant Savings Insurance Company;

**Savings Mortgage Receivable** means the Mortgage Receivable resulting from a Savings Mortgage Loan;

- \* **Savings Premium** means the savings part of the premium due and any extra saving mounts paid by the relevant Borrower, if any, to the relevant Savings Insurance Company on the basis of the Savings Insurance Policy or the Savings Investment Insurance Policy and to be paid to the Issuer under the Insurance Savings Participation Agreement;

**Secured Creditors** means (a) the Noteholders under the Notes (b) the Directors under the Management Agreements, (c) the Servicer, the Non-performing Mortgage Loan Servicer and the Issuer Administrator under the Servicing Agreement, (d) the Paying Agents and the Reference Agent under the Paying Agency Agreement, (e) the Cash Advance Facility Provider under the Cash Advance Facility Agreement, (f) the Sellers under the Mortgage Receivables Purchase Agreement, (g) the Subordinated Loan Provider under the Subordinated Loan Agreement, (h) the Savings Insurance Company under the Insurance Savings Participation Agreement, (i) the Bank Savings Participant under the Bank Savings Participation Agreement, and (j) the Issuer Account Bank under the Issuer Account Agreement.

**Securities Act** means the United States Securities Act of 1933 (as amended);

**Security** means any and all security interest created pursuant to the Pledge Agreements;

**Security Trustee** means Stichting Security Trustee iArena, a foundation (*stichting*) organised under Dutch law and established in Amsterdam, the Netherlands;

**Security Trustee Management Agreement** means the security trustee management agreement between the Security Trustee, SGG Securitisation Services B.V., the Issuer and the Sellers dated the Signing Date;

**Seller** means either Amstelhuys N.V., incorporated under the laws of the Netherlands as a public company with limited liability (*naamloze vennootschap*), Delta Lloyd Bank N.V., incorporated under the laws of the Netherlands as a public company with limited liability (*naamloze vennootschap*) or Delta Lloyd Levensverzekering N.V., incorporated under the laws of the Netherlands as a public company with limited liability (*naamloze vennootschap*);

- \* **Seller Collection Account** means the bank account maintained by an Originator with the Seller Collection Account Bank to which payments made by the relevant Borrowers under or in connection with the Mortgage Receivables will be paid;

**Seller Collection Account Bank** means The Royal Bank of Scotland N.V.;

**Servicer** means Delta Lloyd Bank N.V. incorporated under the laws of the Netherlands as a public company with limited liability (*naamloze vennootschap*);

**Servicing Agreement** means the servicing agreement between the Servicer, the Non-performing Mortgage Loan Servicer, the Issuer and the Security Trustee dated the Signing Date;

**Shareholder** means Stichting Holding iArena, a foundation (*stichting*) organised under Dutch law and established in Amsterdam, the Netherlands;

**Shareholder Management Agreement** means the shareholder management agreement between the Shareholder, Intertrust Management B.V., the Security Trustee and the Sellers dated the Signing Date;

**Signing Date** means 26 May 2014 or such later date as may be agreed between the Issuer and the Sellers;

+ **Stater** means Stater Nederland B.V., incorporated under the laws of the Netherlands as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*);

**Stichting WEW** means Stichting Waarborgfonds Eigen Woningen;

+ **Sub MPT Provider** means Stater or any subsequent sub-agent of the Servicer;

**Subordinated Loan** means the subordinated loan to be provided by the Subordinated Loan Provider on the Closing Date pursuant to the Subordinated Loan Agreement;

**Subordinated Loan Agreement** means the subordinated loan agreement between the Subordinated Loan Provider, the Issuer and the Security Trustee dated the Signing Date;

**Subordinated Loan Provider** means Amstelhuys N.V.;

+ **Supplemental Prospectus** means a supplemental prospectus issued by the Issuer in connection with an issue of Further Issue Notes which forms part of and should be read in conjunction with the Base Prospectus and which has been approved by the AFM, as the competent authority for the purpose of the Prospectus Directive;

**TARGET 2** means the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 System;

**TARGET 2 Settlement Day** means any day on which TARGET 2 is open for the settlement of payments in euro;

**Tax Call Option** means the option of the Issuer, in accordance with Condition 6(e), to redeem all, but not some only, of the outstanding Notes at their Principal Amount Outstanding in case of a Tax Change;

**Tax Change** has the meaning given thereto in Condition 6(f);

**Temporary Global Note** means a temporary global note in respect of a Class of Notes;

**Transaction Documents** means the Mortgage Receivables Purchase Agreement, the Deed of Assignment, the Master Definitions Agreement, the Servicing Agreement, the Pledge Agreements, the Notes Purchase Agreement, the Notes, the Paying Agency Agreement, the Trust Deed, the Participation Agreements, the Issuer Account Agreement, the Cash Advance Facility Agreement, the Management Agreements, the Beneficiary Waiver Agreement, the Subordinated Loan Agreement, the Deposit Agreement and the Parallel Debt Agreement;

**Trust Deed** means the trust deed entered into by, among others, the Issuer and the Security Trustee dated the Closing Date;

**Unit-Linked Alternative** has the meaning ascribed thereto in section 6.2 (*Description of Mortgage Loans*) of this Base Prospectus;

**Wft** means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and its subordinate and implementing decrees and regulations as amended from time to time; and

**WOZ** means the Valuation of Immovable Property Act (*Wet waardering onroerende zaken*) as

amended from time to time.

## 2. INTERPRETATION

2.1 The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed thereto under applicable law.

2.2 Any reference in this Base Prospectus to:

a “Class” of Notes shall be construed as a reference to the Class A Notes or, Class B, as applicable;

a “Class A” or “Class B” Noteholder, Principal Deficiency, Principal Deficiency Ledger, Principal Deficiency Limit or Redemption Amount shall be construed as a reference to a Noteholder of, or a Principal Deficiency, a Principal Deficiency Limit, the Principal Deficiency Ledger or a Redemption pertaining to, as applicable, the relevant Class of Notes;

“holder” means the bearer of a Note and related expressions shall (where appropriate) be construed accordingly;

“including” or “include” shall be construed as a reference to “including without limitation” or “include without limitation”, respectively;

“indebtedness” shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a “law” shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, bye-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court and shall be construed as a reference to such law, statute or treaty as the same may have been, or may from time to time be, amended;

a “month” means a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences or, where there is no date in the next calendar month numerically corresponding as aforesaid, the last day of such calendar month, and “months” and “monthly” shall be construed accordingly;

the “Notes”, the “Conditions”, any “Transaction Document” or any other agreement or document shall be construed as a reference to the Notes, the Conditions, such Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, restated, varied, novated, supplemented or replaced;

a “person” shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing or any successor or successors of such party;

a reference to “preliminary suspension of payments”, “suspension of payments” or “moratorium of payments” shall, where applicable, be deemed to include a reference to the suspension of payments ((*voorlopige surséance van betaling*) as meant in the Dutch Bankruptcy Act (*faillissementswet*) or any emergency regulation (*noodregeling*) on the basis of the Wft; and, in respect of a private individual, any debt restructuring scheme (*schuldsanering natuurlijke personen*);

“principal” shall be construed as the English translation of *hoofdsom* or, if the context so requires, *pro resto hoofdsom* and, where applicable, shall include premium;

“repay”, “redeem” and “pay” shall each include both of the others and “repaid”, “repayable” and “repayment”, “redeemed”, “redeemable” and “redemption” and “paid”, “payable” and “payment” shall be construed accordingly;

a “statute”, “directive”, “regulation” or “treaty” shall be construed as a reference to such statute, directive or regulation or treaty as the same may have been, or may from time to time be, amended or, in the case of a statute, re-enacted;

a “successor” of any party shall be construed so as to include an assignee, transferee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party or otherwise replaced such party (by way of novation or otherwise), under or in connection with a Transaction Document or to which, under such laws, such rights and obligations have been transferred; and

any “Transaction Party” or “party” or a party to any Transaction Document (however referred to or defined) shall be construed so as to include its successors and any subsequent successors in accordance with their respective interests.

- 2.3 In this Base Prospectus, save where the context otherwise requires, words importing the singular number include the plural and vice versa.
- 2.4 Headings used in this Base Prospectus are for ease of reference only and do not affect the interpretation of this Base Prospectus.

## REGISTERED OFFICES

### ISSUER

#### **iArena B.V.**

Prins Bernhardplein 200  
1097 JB Amsterdam  
The Netherlands

### SELLERS

**Amstelhuys N.V.**  
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The Netherlands

**Delta Lloyd Bank N.V.**  
Omval 300  
1096 HP Amsterdam  
The Netherlands

**Delta Lloyd Levensverzekering  
N.V.**  
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1096 HP Amsterdam  
The Netherlands

### SECURITY TRUSTEE

#### **Stichting Security Trustee iArena**

Claude Debussylaan 24  
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### SERVICER and NON-PERFORMING MORTGAGE

#### **LOAN SERVICER**

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1096 HP Amsterdam  
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### ISSUER ADMINISTRATOR

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### COMMON SAFEKEEPER

*In respect of the Class A Notes:*

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*In respect of the Notes (other than the Class A Notes):*

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