

**PROSPECTUS DATED 11 June 2020**

**Hypenn RMBS VII B.V. as Issuer**

*(incorporated with limited liability in the Netherlands)*

The period of validity of this Prospectus is up to (and including) 12 months from the date of the approval of this Prospectus by the AFM and shall expire on 11 June 2021, at the latest. The obligation to supplement this Prospectus, in the event of significant new factors, material mistakes or material inaccuracies only, shall cease to apply upon the expiry of the validity period of this Prospectus.

	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>
<b>Principal Amount</b>	EUR 1,962,000,000	EUR 103,300,000	EUR 2,100,000
<b>Issue Price</b>	100 per cent.	100 per cent.	100 per cent.
<b>Interest rate until (but excluding) First Optional Redemption Date</b>	a fixed rate of 0.75 per cent. per annum.	n/a	n/a
<b>Interest rate from (and including) First Optional Redemption Date</b>	a fixed rate of 1.00 per cent. per annum.	n/a	n/a
<b>Interest accrual</b>	actual/365/366	n/a	n/a
<b>Expected ratings (Fitch / DBRS)</b>	'AAA' sf / 'AAA'	n/a	n/a
<b>First Notes Payment Date</b>	17 July 2020	17 July 2020	17 July 2020
<b>First Optional Redemption Date</b>	Notes Payment Date falling in September 2026	Notes Payment Date falling in September 2026	n/a
<b>Final Maturity Date</b>	Notes Payment Date falling in June 2052	Notes Payment Date falling in June 2052	Notes Payment Date falling in June 2052

**Nationale-Nederlanden Bank N.V.  
as Seller**

<b>Closing Date</b>	The Issuer will issue the Notes in the classes set out above on 11 June 2020 (or such later date as may be agreed between the Seller and the Issuer).
<b>Underlying Assets</b>	The Issuer will make payments on the Notes in accordance with the relevant Priority of Payments from, <i>inter alia</i> , payments of principal and interest received from a portfolio comprising mortgage loans originated by Amstelhuys N.V. (which has merged into the Seller) and secured over residential properties located in the Netherlands. Legal title to the resulting Mortgage Receivables will be assigned by the Seller to the Issuer on the Closing Date and in respect of Further Advance Receivables, subject to certain conditions being met, on any Notes Payment Date thereafter during the Further Advance Purchase Period. 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 and the Issuer Rights (see section 4.7 ( <i>Security</i> )).
<b>Denomination</b>	The Notes will have a minimum denomination of EUR 100,000 and integral multiples of EUR 1,000 for the excess thereof with a maximum denomination of EUR 199,000.

<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 exceptional circumstances be exchangeable for Notes in definitive form.
<b>Interest</b>	The Class A Notes will carry a fixed rate of interest. The interest rates are set out above and are payable monthly in arrear on each Notes Payment Date. The Subordinated Notes will not carry any interest. See further section 4.1 ( <i>Terms and Conditions</i> ) and Condition 4 ( <i>Interest</i> ).
<b>Redemption Provisions</b>	Unless previously redeemed in full, payments of principal on the Notes will be made on each Notes Payment Date in the circumstances set out in, and subject to and in accordance with the Conditions. On the First Optional Redemption Date and each Optional Redemption Date thereafter and in certain other circumstances the Issuer will have the option to redeem all (but not some only) of the Mortgage-Backed Notes. The Class C Notes will subsequently be subject to redemption subject to the Revenue Priority of Payments. The Notes will mature on the Final Maturity Date. See further Condition 6 ( <i>Redemption</i> ).
<b>Subscription and Sale</b>	NN Bank has agreed to purchase the Notes at the Closing Date.
<b>Credit Rating Agencies</b>	Each of Fitch and DBRS (the <b>Credit Rating Agencies</b> ) is established in the European Union and is registered under the CRA Regulation. As such, each of the Credit Rating Agencies is included in the list of credit rating agencies published by the European Securities and Markets Authority ( <b>ESMA</b> ) on its website in accordance with the CRA Regulation.
<b>Credit Ratings</b>	<p>Credit ratings will be assigned to the Class A Notes, as set out above on or before the Closing Date. The credit ratings assigned to the Class A Notes by Fitch address the likelihood of (a) timely payment of interest due to the Class A Noteholders on each Notes Payment Date and (b) full payment of principal by a date that is not later than the Final Maturity Date. The credit ratings assigned to the Class A Notes by DBRS addresses the assessment made by DBRS of the likelihood of full and timely payment of interest and ultimate payment of principal on or before the Final Maturity Date, but does not provide any certainty nor guarantee.</p> <p><b>The assignment of credit ratings to the Class A Notes is not a recommendation to invest in the 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 Notes.</b></p> <p><b>The Subordinated Notes will not be assigned a rating.</b></p>
<b>Listing</b>	Application has been made to list the Class A Notes on Euronext Amsterdam to be admitted to the official list and trading on its regulated market. The Subordinated Notes will not be listed. The Class A Notes are expected to be listed on or about the Closing Date. There can be no assurance that any such listing will be maintained. This Prospectus has been approved by the AFM and constitutes a prospectus for the purposes of the Prospectus Regulation.
<b>Eurosystem Eligibility</b>	The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with Euroclear Netherlands which is the Dutch Central Securities Depository. It does not necessarily 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. The Subordinated Notes are not intended to be held in a manner which allows Eurosystem Eligibility.
<b>Limited recourse obligations</b>	The Notes will be limited recourse obligations of the Issuer 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 to it. See section 1 ( <i>Risk Factors</i> ).
<b>Subordination</b>	The right of payment of principal on the Class B Notes is subordinated to, inter alia, the right of payment of principal on the Class A Notes and the right of payment of principal on the Class C Notes is, in accordance with the Revenue Priority of Payments, subordinated to, <i>inter alia</i> , the right of payment of principal on the Class A Notes and the Class B Notes (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes. See section 5 ( <i>Credit Structure</i> ).
<b>STS Securitisation</b>	The securitisation transaction described in this Prospectus is intended to qualify as an STS securitisation within the meaning of article 18 of the Securitisation Regulation. Consequently, the securitisation transaction described in this Prospectus meets, on the date of this Prospectus, the requirements of articles 19 to 22 of the Securitisation Regulation and, at the Closing Date, has been notified by the Seller to be included in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation. The Seller has used the service of PCS as the Third Party Verification Agent, a third party authorised pursuant to article 28 of the Securitisation Regulation, to verify whether the securitisation transaction described in this Prospectus complies with articles 19 to

	<p>22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by PCS on the Closing Date. No assurance can be provided that the securitisation transaction described in this Prospectus does or continues to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future. None of the Issuer, the Issuer Administrator, the Seller, the Arranger, the Manager, the Security Trustee, the Servicer or any of the other transaction parties makes any representation or accepts any liability for the securitisation transaction described in this Prospectus to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future. The Seller will make available materially relevant information to investors in accordance with and as required pursuant to article 7 of the Securitisation Regulation.</p>
<p><b>Retention and Information Undertaking</b></p>	<p>The Seller, in its capacity as originator within the meaning of article 6 of the Securitisation Regulation, has undertaken in the Notes Purchase Agreement to retain, on an ongoing basis, a material net economic interest of not less than five (5) per cent. in the securitisation transaction described in this Prospectus in accordance with article 6 of the Securitisation Regulation. As at the Closing Date, such material net economic interest is retained in accordance with Article 6(3)(d) of the Securitisation Regulation by the retention of the Class B Notes, representing an amount of 5 per cent. of the nominal value of the Notes.</p> <p>In addition to the information set out herein and forming part of this Prospectus, the Seller has undertaken to make available materially relevant information to investors in accordance with and as required pursuant to article 7 of the Securitisation Regulation so that investors are able to verify compliance with article 6 of the Securitisation Regulation. Each prospective Noteholder should ensure that it complies with the Securitisation Regulation to the extent applicable to it. The Issuer, or the Issuer Administrator on its behalf, will also on behalf of the Seller, prepare Notes and Cash Reports on a monthly basis wherein relevant information with regard to the Mortgage Loans and Mortgage Receivables will be disclosed publicly together with information on the retention of the material net economic interest by the Seller. Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the Securitisation Regulation (see section 8 (<i>General</i>) for more details). See further section 1 (<i>Risk Factors</i>) 'Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes' and section 4.4 (<i>Regulatory and Industry Compliance</i>) for more details.</p> <p>Neither the Seller nor any other party intends to retain at least 5 per cent. of the credit risk of the securitised assets within the meaning of, and for purposes of compliance with, the U.S. Risk Retention Rules, but rather intends to rely on an exemption provided for in section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, the Notes may not be purchased by any persons that are "U.S. persons" as defined in the U.S. Risk Retention Rules ("<b>Risk Retention U.S. Persons</b>"). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S.person" in Regulation S..</p>
<p><b>Volcker Rule</b></p>	<p>The Issuer is not, and solely after giving effect to any offering and sale of the Notes and the application of the proceeds thereof will not be, a "covered fund" for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended (commonly known as the <b>Volcker Rule</b>). In reaching this conclusion, although other statutory or regulatory exclusions and/or exemptions under the Investment Company Act of 1940, as amended (the "<b>Investment Company Act</b>") and under the Volcker Rule and its related regulations may be available, the Issuer has relied on the determinations that the Issuer would satisfy the applicable elements of the exemption from registration under the Investment Company Act provided by Section 3(c)(5) thereunder and accordingly the Issuer has relied on the determinations that the Issuer may rely on the exemption from the definition of a "covered fund" under the Volcker Rule made available to entities that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exclusion and/or exemption from registration under the Investment Company Act.</p>

**For a discussion of the material risks associated with an investment in the Notes, see section 1 (*Risk Factors*) herein.**

The language of this 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.

Unless otherwise indicated in this Prospectus or the context otherwise requires, capitalised terms used in this Prospectus have the meaning ascribed thereto in section 9.1 (*Definitions*) of the *Glossary of Defined Terms* set out in this Prospectus. The principles of interpretation set out in section 9.2 (*Interpretation*) of the *Glossary of Defined Terms* in this Prospectus shall apply to this Prospectus.

The date of this Prospectus is 11 June 2020.

*Arranger*

**Nationale-Nederlanden Bank N.V.**

*Manager*

**Nationale-Nederlanden Bank N.V.**

## RESPONSIBILITY STATEMENTS AND IMPORTANT INFORMATION

### Responsibility statement

The Issuer is responsible for the information contained in this Prospectus. To the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the importance of such information. The Issuer accepts such responsibility accordingly. Any information from third-parties contained and specified as such in this Prospectus has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third-party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

In addition to the Issuer, the Seller is also responsible for the information contained in the following sections of this Prospectus: all paragraphs dealing with articles 5, 6 and 7 of the Securitisation Regulation and paragraph *Portfolio Information* in section 2 (*Transaction Overview*), section 3.4 (*Seller*), section 4.4 (*Regulatory and Industry Compliance*), section 6.1 (*Stratification Tables*), section 6.2 (*Description of Mortgage Loans*), section 6.3 (*Origination and Servicing*), section 6.4 (*Dutch Residential Mortgage Market*) and section 6.5 (*NHG Guarantee Programme*). To the best of the Seller's knowledge the information contained in these paragraphs and sections, as applicable is in accordance with the facts and does not omit anything likely to affect the import of such information. The Seller accepts responsibility accordingly.

Neither the Arranger nor the Manager has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger or the Manager as to (i) the accuracy or completeness of the information set forth in this Prospectus or any other information provided by the Issuer, the Seller or any other party (including, without limitation, the STS notification within the meaning of article 27 of the Securitisation Regulation) or compliance of the securitisation transaction described in this Prospectus with the requirements of the Securitisation Regulation. To the fullest extent permitted by law, none of the Arranger or the Manager accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made, by the Seller or on its behalf in connection with the Issuer or the issue and offering of the Notes. Each of the Arranger and the Manager accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus or any such statement. Each of the Arranger and the Manager is acting exclusively for the Issuer and no one else in connection with the offer. They will not regard any other person (whether or not a recipient of this document) as its client in relation to the offer and will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients nor for giving advice in relation to the offer or any transaction or arrangement referred to herein. The information in these sections and any other information from third parties set forth in and explicitly specified as such in this Prospectus (the sources of which are identified in the relevant sections) has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Neither the Seller, nor any of its affiliates accepts any responsibility whatsoever for the contents of this document or for any statement made or purported to be made by any of them, or on any of their behalf, in connection with the issue or the offer. The Seller and its affiliates accordingly disclaim any and all liability whether arising in tort, contract or otherwise which they might otherwise have in respect of such document or any such statement. No representation or warranty express or implied, is made by any of the Seller or its affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in this document.

### Notice

This Prospectus has been approved by the AFM as competent authority under the Prospectus Regulation. The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus nor as an endorsement of the quality of any Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

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

None of the Issuer, the Arranger, the Manager, the Seller, the Security Trustee or any other person 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 and prospective investors or purchasers should consult their legal advisers to determine whether and to what extent the investment in the Notes constitute a legal investment for them.

In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes and the merits of investing in the Notes;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of his particular financial situation, an investment in the Notes and the impact the Notes will have on his overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices in the financial markets; and
- (v) 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 (including, without limitation, those described in section 1 (*Risk Factors*)).

The Notes are complex financial products. Investors in the Notes must be able to make an informed assessment of the Notes, based upon full knowledge and understanding of the facts and risks. Investors must determine the suitability of that investment in light of their own circumstances. Potential investors should consider the tax consequences of investing in the Notes and consult their tax advisor about their own tax situation.

Neither this Prospectus nor any part thereof constitutes an offer or an invitation to sell or a solicitation of an offer to buy Notes, including in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The distribution of this document and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part thereof) comes are required to inform themselves about, and to observe, any such restrictions. A further description of the restrictions on offers, sales and deliveries of the Notes and on the distribution of this Prospectus is set out in section 4.3 (*Subscription and Sale*). No one is authorised by the Issuer or the Seller to give any information or to make any representation concerning the issue of the Notes other than those contained in this Prospectus in accordance with applicable laws and regulations.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the issue of the Notes

constitutes an offer or invitation by or on behalf of the Issuer, the Arranger, the Manager or the Seller (nor any of their respective affiliates) to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Prospectus at any time nor any sale made in connection with the offering of the Notes shall imply that the information contained herein is correct at any time subsequent to the date of this Prospectus. Neither the Issuer nor any other party has any obligation to update this Prospectus, after the date on which the Notes are admitted to trading.

The Issuer, the Seller, the Arranger and the Manager (or any of their respective affiliates) expressly do not undertake to review the financial conditions or affairs of the Issuer during the life of the Notes. Investors should review, *inter alia*, the most recent financial statements of the Issuer when deciding whether or not to purchase, hold or sell any Notes during the life of the Notes.

The language of this 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.

#### **Important Information**

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. The Notes are in bearer form that are subject to United States tax law requirements. The Notes may not be offered, sold or delivered within the United States or to U.S. persons as defined in Regulation S under the Securities Act, except in certain transactions permitted by or exempted from the Securities Act and, where applicable, permitted by or exempted from U.S. tax regulations and Regulation S 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 Prospectus. Any representation to the contrary is unlawful.

**Benchmark Regulation (Regulation (EU) 2016/1011):** Interest received on the Reserve Account and the Construction Deposit Account and the interest to be paid in respect of any drawings under the Cash Advance Facility are determined by reference to Euribor, which are provided by the European Money Markets Institute ("**EMMI**") and the interest received on the Issuer Accounts (other than the Reserve Account and the Construction Deposit Account) is determined by reference to €STR, which is provided by the European Central Bank ("**ECB**"). Euribor and €STR are interest rate benchmarks within the meaning of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). As at the date of this prospectus, EMMI, in respect of Euribor appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmark Regulation. As far as the Issuer is aware, the ECB is excluded from the scope of the Benchmark Regulation pursuant to article 2(2)(a) of the Benchmark Regulation, such that the ECB as administrator of €STR is not currently required to obtain authorisation or registration and therefore does not appear in the aforementioned register.

**Prohibition of sales to EEA and UK retail investors:** The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 ("**Insurance Distribution Directive**") where in both instances (i) and this (ii) that client or customer, as applicable, would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIPs Regulation.

**MiFID II product governance / Professional investors and ECPs only target market** – Solely for the product approval process of the Arranger, the Manager and the Seller (each a "manufacturer"), the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

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## 1. RISK FACTORS

*Any investment in the Notes is subject to a number of risks. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. In addition, factors which are material for the purpose of assessing the market risk associated with the Notes are also described below.*

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

*The Issuer believes that the factors described below represent material 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. 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 Prospectus and reach their own views prior to making any investment decision. Before making an investment decision with respect to any Notes, prospective investors should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Notes and consider such an investment decision in the light of the prospective investor's own circumstances and financial condition.*

### **RISK FACTORS REGARDING THE ISSUER**

#### **The Notes will be solely limited recourse obligations of the Issuer, which has limited resources available**

The Notes will be solely the obligations of the Issuer. The Notes will not be obligations or responsibilities of, or guaranteed by, any other entity or person, acting in whatever capacity, including, without limitation, the Secured Creditors, the Arranger, the Manager, the Paying Agent, the Listing Agent and the Security Trustee. Furthermore, none of the Secured Creditors, the Arranger, the Manager, the Paying Agent, the Listing Agent and the Security Trustee nor any other person acting in whatever capacity, will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes. None of the Secured Creditors and the Security Trustee will be under any obligation whatsoever to provide additional funds to the Issuer (save in the limited circumstances described herein and as expressly provided for in the Transaction Documents). The ability of the Issuer to meet its obligations in full to pay principal of and interest, if any, on the Notes will be dependent on (a) the receipt by it of funds under the Mortgage Receivables, (b) the proceeds of the sale of any Mortgage Receivables, (c) receipt of amounts under the Participation Agreements, (d) drawings under the Cash Advance Facility Agreement and (e) the receipt by it of interest in respect of the balance standing to the credit of the Issuer Accounts, if any. If such funds are insufficient, any such insufficiency will be borne by the Noteholders and the other Secured Creditors, subject to and in accordance with the applicable Priority of Payments and the Noteholders shall have no further claim against the Issuer or the Security Trustee in respect of any such unpaid amounts. As a result, the Noteholders may not receive payments or these payments may not cover all amounts the Noteholders may expect to receive.

Each of the Noteholders shall only have a claim against the Issuer in accordance with the relevant Priority of Payments as set forth in the Trust Agreement and as reflected in this Prospectus. The Noteholders, and the other Secured Creditors, shall not have recourse on any assets of the Issuer other than (i) the Mortgage Receivables, (ii) the balance standing to the credit of certain of the Issuer Accounts and (iii) the amounts receivable by the Issuer under the Transaction Documents. 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 under the Trust Agreement in priority to a 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 the relevant Class of Notes shall have no further claim against the Issuer or the Security Trustee in respect of any such unpaid amounts. As a result, the Noteholders may not receive payments or these payments may not cover all amounts the Noteholders may expect to receive.

#### **The Issuer has counterparty risk exposure**

Counterparties to the Issuer may not perform their obligations under the Transaction Documents, which may result in the Issuer not being able to meet its obligations under the Notes, including any payments under the Notes. It should be noted that, *inter alia*, there is a risk that (a) the Servicer will not perform its obligations under the Servicing Agreement, (b) NN Bank in its capacity of Issuer Administrator or Intertrust Administrative Services in its capacity of Back-Up Issuer Administrator will not perform its obligations under the Administration Agreement, (c) the Participants will not perform their obligations under the Participation Agreements, (d) BNG Bank in its capacity of Issuer Account Bank will not perform its obligations under the Issuer Accounts Agreement or in its capacity of Cash Advance Facility Provider will not perform its obligations under the Cash Advance Facility Agreement, (e) Intertrust Management B.V. in its capacity of Issuer Director and Shareholder Director and Erevia B.V. in its capacity of Security Trustee Director will not perform its obligations under the relevant Management Agreements and (f) ABN AMRO, in its capacity of Paying Agent will not perform the obligations under the Paying Agency Agreement. This may lead to losses under the Notes, as the Issuer may have incorrect information or insufficient funds available to fulfil its obligations under the Notes or available funds may not be applied in accordance with the Transaction Documents.

In addition, there is the risk that the Seller will not perform its obligations under the Transaction Documents, such as the obligation of the Seller under certain limited circumstances to repurchase Mortgage Receivables from the Issuer that, *inter alia*, are in breach of the representations and warranties made by the Seller in the Mortgage Receivables Purchase Agreement. If the Seller is unable to repurchase loans, for instance because it has insufficient funds available as a result of COVID-19 or otherwise, the performance of the Notes may be adversely affected and this may lead to losses under the Notes.

The outbreak of COVID-19 may deteriorate the credit position and have an impact on the ability of the other counterparties to the Issuer to perform its respective obligations under the Transaction Documents, see also the risk factor '*Risks related to COVID-19*' and, in respect of the Seller, section 3.4 (*Seller*) under '*COVID-19*'.

**Risk that the credit ratings of the counterparties change and risk of compulsory replacement of counterparties and/or termination of the relevant Transaction Document**

Certain counterparties of the Issuer, such as the Cash Advance Facility Provider and the Issuer Account Bank, are required to have a certain minimum rating pursuant to the Transaction Documents and if the rating of such counterparty falls below such rating, remedial actions are required to be taken, which may, for example, entail replacement of such counterparty and/or eventually the termination of such Transaction Document. If a replacement counterparty must be appointed or another remedial action must be taken, it is not certain whether a replacement counterparty can be found which complies with the criteria or is willing to perform such role or such remedial action is available. In addition, such replacement or action when taken, may lead to higher costs and expenses, as a result of which the Issuer may have insufficient funds to pay its liabilities in full. This may lead to losses under the Notes. Moreover, Noteholders should be aware that if they intend to sell any Notes, a deterioration of the credit quality of any of the Issuer's counterparties, a downgrade of their credit rating and/or the failure to take remedial actions could have an adverse effect on the credit rating assigned to, and/or the value of, the Notes.

The outbreak of COVID-19 may have an impact on the credit ratings of the counterparties to the Issuer, see also '*Risks related to COVID-19*'.

**Risk that the interest rate on the Issuer Accounts is less than zero**

The Issuer, the Security Trustee and the Issuer Account Bank will enter into the Issuer Account Agreement on the Closing Date, under which an interest rate is agreed which applies to the balance standing to the credit of the Issuer Accounts from time to time. In respect of the Reserve Account and the Construction Deposit Account this rate is referenced to Euribor and in respect of the other Issuer Accounts to €STR, as further set out in the Issuer Account Agreement. Pursuant to the Issuer Account Agreement the interest rate accruing on the balances standing to the credit of (i) any of the Issuer Accounts (other than the Reserve Account and the Construction Deposit Account) could be less than zero if €STR minus the applicable margin is below zero and (ii) the Reserve Account and the Construction Deposit Account could be less than zero if Euribor minus the applicable margin is below zero. The Issuer Account Agreement provides that in the event that the interest rate applicable to the balances standing to the credit of any of the Issuer Accounts is less than zero, interest will be payable by the Issuer to the Issuer Account Bank. This payment obligation to the Issuer Account Bank is subject to the Revenue Priority of Payments. If the Issuer has the obligation to pay interest accruing on the balances standing to the credit of any of the Issuer Accounts to the Issuer Account Bank instead of receiving interest thereon, this will reduce the income of the Issuer and its possibility to generate further income on the assets held in the form of cash in the Issuer Accounts. This risk increases if the amount deposited on the Issuer Accounts becomes (more) substantial and/or if the €STR or the Euribor rate becomes more negative. Consequently, the Issuer may have insufficient funds left to fully and/or timely fulfil its payment obligations under the Notes. This may therefore result in losses under the Notes.



### **Risks related to license requirement under the Wft**

Under the Wft, a special purpose vehicle which services (*beheert*) and administers (*uitvoert*) loans granted to consumers in the Netherlands, such as the Issuer, must have a license under the Wft. An exemption from the license requirement is available if the special purpose vehicle outsources the servicing of the loans and the administration thereof to an entity holding a license under the Wft. The Issuer has outsourced the servicing and administration of the Mortgage Receivables to the Servicer. The Servicer holds a license as intermediary (*bemiddelaar*) and offeror of credit (*aanbieder van krediet*) under the Wft and the Issuer thus benefits from the exemption. If 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 license itself. In the latter case, the Issuer will have to comply with the applicable requirements under the Wft. If the Servicing Agreement is terminated and the Issuer has not outsourced the servicing and administration of the Mortgage Receivables to a licensed entity and, in such case, it will not hold a license itself, the Issuer will have to terminate its activities and may have to sell the Mortgage Receivables. There is a risk that proceeds of such sale will not be sufficient for the Issuer to fulfil its payment obligations under the Notes and could therefore lead to losses under the Notes. Similar risks apply in case that future changes to the (conditions of the) exemption would result in the Issuer no longer being able to rely on the exemption. In this respect, it should be noted that a new amendment to the exemption is envisaged to enter into force on 1 July 2020, which is expected not to change the risk described in this paragraph.

### **Other conflicts of interest**

Certain Secured Creditors, such as the Seller, the Issuer Administrator, the Bank Savings Participant and the Servicer are the same entity or form part of the same group or one or more have ultimately a common shareholder and act in different capacities in relation to the Transaction Documents and may also be engaged in other commercial relationships, in particular, provide banking, investment and other financial services to the Secured Creditors and other relevant parties. In such relationships, *inter alia*, such as the Seller and the Servicer are not obliged to take into consideration the interests of the Noteholders. Consequently, a conflict of interest may arise.

Furthermore, the Issuer Director, the Back-up Issuer Administrator and the Shareholder Director belong to the same group of companies, and as each of the Issuer Director and the Shareholder Director have obligations towards the Issuer and towards each other and such parties are also creditors (each as a Secured Creditor) of the Issuer, a conflict of interest may arise.

If for whatever reason any such party would not comply with any of its obligations under the Transaction Documents and act contrary to the interest of the party it represents (e.g. non-payment or fraudulent payments), this may lead to the Issuer having insufficient funds available to it to fulfil its payment obligations under the Notes and as a result, this may lead to losses under the Notes.

## **RISK FACTORS REGARDING THE NOTES**

### **A. RISK FACTORS REGARDING THE TERMS AND CONDITIONS OF THE NOTES**

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

The Issuer has the right pursuant to the Trust Agreement to sell and assign the Mortgage Receivables on the First Optional Redemption Date and, as the case may be, any Optional Redemption Date thereafter in order to be able to redeem the Mortgage-Backed-Notes. Notwithstanding the increase of the interest due in respect of the Class A Notes from the First Optional Redemption Date, no guarantee can be given that the Issuer will on the First Optional Redemption Date or on any Optional Redemption Date thereafter actually exercise its right to redeem the Notes. The exercise of such right will, *inter alia*, depend on the ability of the Issuer to have sufficient funds available to redeem the Mortgage-Backed Notes, for example through a sale of Mortgage Receivables. This may also be true prior to the First Optional Redemption Date. For the Subordinated Notes, there is no incentive to exercise this right to redeem on any Optional Redemption Date. The optional redemption feature of the Class A Notes is likely to limit their market value. During any period when the Issuer may elect to redeem the Mortgage-Backed Notes on or after the First Optional Redemption Date, the market value of the Mortgage-Backed Notes generally will not rise substantially above the price at which they can be redeemed.

#### **Risk related to interest rate on the Class A Notes**

Interest on the Class A Notes will accrue at a fixed rate. The interest on the Mortgage Receivables is based on an interest rate which is fixed for a certain period and may be subject to resets or, in respect of approximately 5 per cent of the aggregate Outstanding Principal Amount of the Mortgage Receivables on the Initial Cut-off Date, a floating interest rate

which, upon completion of the Servicing Migration, is calculated by reference to Euribor. There is a risk that the interest received in respect of the Mortgage Receivables is not sufficient to pay the interest on the Class A Notes, which risk is not hedged by the Issuer. This may lead to losses under the Notes.

For a description of the risks relating to the discontinuance of Euribor in respect of the payment of interest under the Mortgage Loans with a floating rate of interest, see risk factor '*Risk that future discontinuance of Euribor may affect the payment of interest under the Mortgage Loans with a floating rate of interest*'

### **Credit Risk**

The Issuer is exposed to the risk of default in payment by the Borrowers and the failure by the 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 owed 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 2.4 (*Credit Structure*). There is no assurance that these measures will protect the holders of any Class of Notes against all risks of losses and therefore a risk remains that the Issuer will not have sufficient funds available to fulfil its payment obligations under the Notes.

The Issuer will report the Mortgage Loans in arrears and in addition any forbearances granted in connection with COVID-19) and the Realised Losses in respect thereof in the report on the performance of the Mortgage Receivables on an aggregate basis. Investors should be aware that the Realised Losses reported may not reflect all losses that already have occurred or are expected to occur, because a Realised Loss is recorded, *inter alia*, only after the Servicer has determined that foreclosure of the Mortgage and other collateral securing the Mortgage Receivable has been completed which process may take a considerable amount of time.

If, upon default by the Borrowers and after exercise by the Servicer of all available remedies in respect of the applicable Mortgage Receivables, the Issuer does not receive the full amount due from such Borrowers, Noteholders may receive by way of principal repayment on the Notes an amount less than the face amount of 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 Receivables will be allocated as described in section 5 (*Credit Structure*).

### **Subordination of the Subordinated Notes**

The right of payment of principal on the Class B Notes is subordinated to, *inter alia*, the right of payment of principal on the Class A Notes. The right of payment of principal on the Class C Notes is, in accordance with the Revenue Priority of Payments, subordinated to, *inter alia*, the right of payment of principal on the Class A Notes and the Class B Notes (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes. See section 5 (*Credit Structure*).

Hence, if the Issuer will not have sufficient funds available to fulfil its payment obligations under the Notes, the Noteholders of any Class of Notes subordinated to any Class of Notes with a higher payment priority will sustain a higher loss than the Noteholders of such Class of Notes with a higher payment priority.

### **Risk of early redemption of the Notes**

The yield to maturity and weighted average life of each Class of Notes will depend upon, *inter alia*, the amount and timing of repayments of principal by the Borrowers under the Mortgage Receivables, the amount of and timing of prepayments (including, *inter alia*, full and partial prepayments), any exercise of the Tax Call Option by the Issuer, any exercise of the Clean-up Call Option or the Regulatory Call Option and the potential repurchase by the Seller of the Mortgage Receivables from time to time, *inter alia*, in the event of a breach of any of the representations and warranties.

In addition, the rate of prepayment on the Mortgage Receivables may be influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, changes in tax laws (including but not limited to changes in the Dutch tax treatment of interest on Mortgage Loans as further described under '*Changes to Dutch tax treatment of interest on Mortgage Loans may impose various risks*'), local and regional economic conditions and changes in Borrower's behaviour (including, but not limited to home-owner mobility, see for instance the risk factors '*Risks related to COVID-19*' and '*Payments on the Mortgage Receivables are subject to credit, liquidity and interest rate risks*'). No guarantee can be given as to the level of prepayments (in part of in full) that the Mortgage Receivables may experience, and variation in the rate of prepayments of principal of the Mortgage Loans may affect each Class of Notes differently.

Faster than expected rates of principal repayments and/or prepayments on the Mortgage Receivables or any repurchases of Mortgage Receivables by the Seller pursuant to the Mortgage Receivables Purchase Agreement or a

sale (upon exercise of the Tax Call Option, the Clean-Up Call Option or the Regulatory Call Option) of all (but not some) of the Mortgage Receivables will cause the Issuer to make payments of principal on, in respect of the Tax Call Option each Class of Notes and in respect of the Clean-Up Call Option or the Regulatory Call Option, each Class of Mortgage-Backed Notes earlier than expected and will shorten the maturity of such Class.

*Exercise of the Clean-Up Call Option or the Regulatory Call Option by the Seller or Tax Call Option by the Issuer*

Should the Tax Call Option by the Issuer or the Clean-Up Call Option or the Regulatory Call Option by the Seller be exercised, the relevant Notes will be redeemed prior to the Final Maturity Date. The sale price of the Mortgage Receivables may be lower than the Principal Amount Outstanding under the relevant Notes in certain circumstances.

If the Issuer decides to offer for sale the Mortgage Receivables to exercise of the Tax Call Option, the Issuer shall first offer such Mortgage Receivables to the Seller and if the Seller does not accept such offer within 14 calendar days, 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. However, there is no guarantee that any such third party will be found to purchase the Mortgage Receivables. This risk may be increased as a result of the minimum purchase price for which the Issuer must sell the Mortgage Receivables. For a full description of purchase price of the Mortgage Receivables see section 7.1 (*Purchase, Repurchase and Sale*). However, there is no guarantee that such sale will take place.

If principal is repaid on the Class A Notes earlier than expected or upon early redemption as a result of the exercise of the Clean-Up Call Option, the Regulatory Call Option or the Tax Call Option, Noteholders may not be able to reinvest the principal in a comparable security with an effective interest rate equivalent to the interest rate on the Class A Notes and may only be able to do so at a significantly lower rate. Similarly, if principal is repaid on any Class of Notes later than expected due to lower than expected rates of principal repayments and/or prepayments on certain Mortgage Receivables, Noteholders may lose reinvestment opportunities.

**Risk of redemption of the Class B Notes with a Principal Shortfall**

Pursuant to Condition 9(a), until the Class A Notes have been redeemed in full, the Class B Notes will not be subject to redemption. If on any Notes Payment Date thereafter, there is a balance on the Class B Principal Deficiency Ledger, the principal amount payable on redemption of each Class B Note shall not exceed its Principal Amount Outstanding less the Principal Shortfall. This applies not only to redemption of the Class B Notes on the Final Maturity Date, but also to the redemption pursuant to Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*) on each Notes Payment Date and redemption in full pursuant to Condition 6(c) (*Optional Redemption*). As a consequence, a holder of a Class B Note may not receive the full Principal Amount Outstanding of such Class B Note upon redemption in accordance with and subject to Condition 6. The Class B Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Class B Notes after the date on which the Issuer no longer holds any Mortgage Receivables and there is no balance standing to the credit of the Issuer Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

**Maturity Risk & loss of principal on the Class C Notes**

Noteholders should be aware that if on an Optional Redemption Date or the Final Maturity Date the Mortgage-Backed Notes are redeemed by the Issuer and subsequently the Class C Notes, the Class C Notes may not be redeemed in full

The ability of the Issuer to redeem all of the Class C Notes on an Optional Redemption Date or, as the case may be, on the Final Maturity Date in full will depend upon whether the Mortgage Receivables have been repaid or the proceeds of the sale of the Mortgage Receivables plus the balance standing to the credit of the Reserve Account, will be an amount which is at least sufficient to redeem the Class C Notes after redemption of the Mortgage-Backed Notes. In case such amount is not sufficient, this will lead to losses on the Class C Notes.

The Class C Notes may therefore not be redeemed on an Optional Redemption Date and/or if the Notes are redeemed on an Optional Redemption Date or the Final Maturity Date, the Class C Notes may be redeemed at an amount less than their Principal Amount Outstanding, which may even be zero.

**Notes in global form**

Each Class of Notes shall be initially represented by a Temporary Global Note in bearer form. Each Temporary Global Note will be held with Euroclear Netherlands. Interests in each Temporary Global Note will be exchangeable (provided certification of non-US beneficial ownership by the Noteholders has been received) not earlier than the Exchange Date for interests in the relevant Permanent Global Note in bearer form, without coupons, in the principal amount of the Notes of the relevant Class. Each Permanent Global Note will be exchangeable for Notes in definitive form only in the circumstances as more fully described in section 4.2 (*Form*). Each of the persons shown in the records of Euroclear

Netherlands as the holder of a Note will be entitled to receive any payment made in respect of that Note in accordance with the rules and procedures of Euroclear Netherlands. Such persons shall have no claim directly against the Issuer or the Paying Agent 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. 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.

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 Netherlands 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, 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 Netherlands 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.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear Netherlands. Thus, the Noteholders will have to rely on the procedures of Euroclear Netherlands for transfers, payments and communications from the Issuer, which may cause the Issuer being unable to meet its obligations under the Notes.

#### **Application Dutch Savings Certificates Act in respect of the Subordinated Notes.**

Unless between individuals not acting in the conduct of a business or profession, each transaction regarding the Subordinated Notes which involves the physical delivery thereof within, from or into the Netherlands, must be effected (as required by the Dutch Savings Certificates Act (*Wet Inzake Spaarbewijzen*) of 21 May 1985) through the mediation of the Issuer or an admitted institution of Euronext Amsterdam and must be recorded in a transaction note which includes the name and address of each party to the transaction, the nature of the transaction and the details and serial number of the relevant Subordinated Note. This is likely to have a negative impact on the liquidity and/or value of the Subordinated Notes. Noteholders should therefore be aware that they may not be able to sell the Subordinated Notes and/or they may suffer loss if they intend to sell any of the Subordinated Notes.

#### **Notes in definitive form and denominations in integral multiples**

The Notes have a denomination consisting of a minimum authorised denomination of EUR 100,000 plus higher integral multiples of EUR 1,000 with a maximum denomination of EUR 199,000. Accordingly, it is possible that the Notes may be traded in amounts in excess of the minimum authorised denomination that are not integral multiples of such denomination.

In such a case, if Notes in definitive form are required to be issued, a Noteholder who holds a principal amount of a Note less than the minimum authorised denomination at the relevant time may not receive a Note in definitive form in respect of a holding and may need to purchase a principal amount of Notes such that their holding amounts to the minimum authorised denomination (or another relevant denomination amount). Notes in definitive form, if issued, will only be printed and issued in denominations of EUR 100,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 199,000. No Notes in definitive form will be issued with a denomination above EUR 199,000.

If Notes in definitive form are issued, Noteholders should be aware that these Notes in definitive form which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade and should therefore be aware that they may suffer losses if they intend to sell any of the Notes on the secondary market for such Notes.

#### **The Security Trustee may without the consent of the Noteholders agree to changes to the Transaction Documents and Conditions**

The Security Trustee may agree, without the consent of the Noteholders and the other Secured Creditors, to (i) any modification of any of the provisions of the Notes and the Transaction Documents which is of a formal, minor or technical nature or is made to correct a manifest error, or which is required under the Benchmark Regulation, the STS Regulation and/or for the transaction to qualify as STS Securitisation and (ii) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Agreement, the Notes or any other Transaction Documents, and any consent, including to the transfer of the 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 and the other Secured Creditors, provided that the Security Trustee (a) has notified the Credit Rating Agencies and (b) in its reasonable opinion, does not expect that the then current credit ratings assigned to

the Class A Notes will be adversely affected as a consequence of any such modification, authorisation, waiver or consent. Any such changes will be binding on the Noteholders. Therefore Noteholders may be bound by changes to which they have not agreed. See in relation to STS Regulation and STS Securitisation also *Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*. Noteholders are therefore exposed to the risk that changes are made to the Transaction Documents without their knowledge or consent which may be against the interest of such Noteholder and this may have an adverse effect on the (value of the) Notes. Moreover, Noteholders should be aware that if they intend to sell any of the Notes, the fact that changes may be made to the Transaction Documents without their knowledge or consent, could have an adverse effect on the value of such Notes.

#### **Conflict between the interests of holders of different Classes of Notes and the Secured Creditors in general**

Circumstances may arise when the interests of the holders of different Classes of Notes could conflict. The Trust Agreement contains provisions requiring the Security Trustee to have regard to the interests of the Noteholders as regards all powers, trust, authorities, duties and discretions of the Security Trustee (except where expressly provided otherwise) but requiring the Security Trustee in any such case to have regard only to the interests of the holders of the Higher Ranking Class of Notes, if, in the sole opinion of the Security Trustee there is a conflict between the interests of the holders of different Classes of Notes, the Security Trustee shall have regard only to the interests of the Most Senior Class. In addition, the Security Trustee shall have regard to the interests of the other Secured Creditors and, in case of a conflict of interest between the Secured Creditors, the Post-Enforcement Priority of Payments set forth in the Trust Agreement determines which interest of which Secured Creditor prevails. Noteholders should be aware that the interests of Secured Creditors ranking higher in the Post-Enforcement Priority of Payments than the relevant Class of Notes shall prevail. In addition, Noteholders should be aware that there is a risk that actions of the Security Trustee (in conflicting circumstances having regard only to the interests of the holders of the Most Senior Class of Notes) may not be in the interest of a Noteholder (other than the holders of the Most Senior Class of Notes) and this may lead to losses under its Notes and/or (if it intends to sell such Notes) could have an adverse effect on (the value of) such Notes.

Considering that the Seller has the intention to retain all Notes as a part of the initial issuance of the Notes, it will be able to exercise the voting rights in respect of the Notes purchased by it and, in so doing, may take into account factors specific to it. Should the Seller sell part of the Notes in the secondary market after the Closing Date, the purchaser of such Notes should be aware that the Seller will remain able to exercise its voting rights in respect of the Notes it has retained. In case the Seller retains the majority of the Notes after such purchase, this means that the Seller could have the effective control when resolutions are taken by the meeting of Noteholders. It should further be noted that in exercising its voting rights the Seller may take into account factors specific to it. In this respect the Seller may, *inter alia*, take into account its different roles in the transaction, including its role as Seller, when exercising its voting rights with respect to such Notes.

#### **Resolution adopted at a meeting of the holders of the Most Senior Class is binding on all Noteholders and a resolution adopted by a Noteholders' meeting of a relevant Class is binding on all Noteholders of that relevant Class**

The Trust Agreement contains provisions for convening meetings of the Noteholders of any Class 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 the Conditions or any provisions of the Transaction Documents. An Extraordinary Resolution passed at any Meeting of the Most Senior Class shall be binding upon all Noteholders of a Class irrespective of the effect upon them, provided that in case of an Extraordinary Resolution approving a Basic Terms Change, such Extraordinary Resolution shall not be effective unless it shall have been approved by Extraordinary Resolutions of Noteholders of each such Class or unless and to the extent that it shall not, in the sole opinion of the Security Trustee, be materially prejudicial to the interests of Noteholders of each such Class. All resolutions, including Extraordinary Resolutions, duly adopted at a Meeting are binding upon all Noteholders of the relevant Class, whether or not they are present at the Meeting. Changes to the Transaction Documents and the Conditions may therefore be made without the approval of the Noteholders of a relevant Class of Notes (other than the Most Senior Class) in case of a resolution of the Noteholders of the Most Senior Class of Notes or individual Noteholder in case of a resolution of the relevant Class and/or in each case without the Noteholder being present at the relevant meeting (see for more details and information on the required majorities and quorum, Condition 14 (*Meetings of Noteholders; Modification; Consents; Waiver*) below). Noteholders are therefore exposed to the risk that changes are made to the Transaction Documents and the Conditions without their knowledge or consent and/or which may have an adverse effect on it.

## **B. MARKET AND LIQUIDITY RISKS RELATED TO THE NOTES**

### **Risks related to the limited liquidity of the Notes**

There is not, at present, any active and liquid secondary market for the Notes. Although application has been made to Euronext Amsterdam for the Class A Notes to be admitted to the official list and trading on its regulated market, there can be no assurance that a secondary market for any of the Notes will develop, or, if a secondary market does develop, that it will provide the holders of the Notes with liquidity or that such liquidity will continue for the life of the Notes. In addition, considering that the Seller has the intention to purchase the Notes as a part of the initial issuance of the Notes, this may adversely affect the liquidity of the Notes. A decrease in the liquidity of the Notes may cause, in turn, an increase in the volatility associated with the price of the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

Limited liquidity in the secondary market for mortgaged-backed securities in the past has had a severe adverse effect on the market value of mortgaged-backed securities. Limited liquidity in the secondary market may have a severe adverse effect on the market value of mortgaged-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. Consequently, an investor in the Notes may not be able to sell its Notes readily. The 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 such investor. In addition, the forced sale into the market of mortgaged-backed securities held by structured investment vehicles, hedge funds, issuers of collateralised debt obligations and other similar entities that experience funding difficulties could adversely affect an investor's ability to sell, and/or the price an investor receives for, the Notes in the secondary market. Thus, Noteholders bear the risk of limited liquidity of the secondary market for mortgaged-backed securities and the effect thereof on the value of the Notes.

**The performance of the Notes may be adversely affected by the 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 by the banking and sovereign debt crisis in the EU and globally. In particular, concerns have been raised with respect to continuing economic, monetary and political conditions in the region comprised of the Member States of the EU that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended (the "**Eurozone**").

The market's anticipation of these (potential) impacts could have a material adverse effect on the business, financial condition and liquidity of the Seller, the Servicer, the Cash Advance Facility Provider and the Issuer Account Bank. In particular, these developments could disrupt payment systems, money markets, long-term or short-term fixed income markets, foreign exchange markets, commodities markets and equity markets and adversely affect the cost and availability of funding. Certain impacts, such as increased spreads in money markets and other short-term rates, have already been experienced as a result of market expectations.

Furthermore, the full impact of the United Kingdom's exit from the European Union, other elections held or to be held in Europe, an exit of one or more additional Member States from the EMU, or a potential dissolution of the EMU and a consequential re-introduction of individual currencies in one or more EMU Member States is impossible to predict.

In the event of continued or increasing market disruptions and volatility (including as may be demonstrated by any default or restructuring of indebtedness by one or more Member States or institutions within those Member States and/or any changes to, including any break up of, the Eurozone or exit from the European Union and/or as a consequence of the outbreak of COVID-19 (see '*Risks related to COVID-19*')), the Seller, the Servicer, the Cash Advance Facility Provider and the Issuer Account Bank may experience reductions in business activity, increased funding costs, decreased liquidity, decreased asset values, additional credit impairment losses and lower profitability and revenues, which may affect their ability to perform their respective obligations under the relevant Transaction Documents. Failure to perform obligations under the relevant Transaction Documents may adversely affect the performance of the Notes. These factors could result in the Issuer having insufficient funds to fulfil its obligations under the Notes in full and as a result could adversely affect the performance of the Notes and lead to losses under the Notes. Noteholders should also be aware that these factors could have an adverse effect on the value of the Notes if they intend to sell such Notes.

**Risks related to the ECB Purchase Programme**

In September 2014, the ECB initiated an asset purchase programme whereby it envisages to bring inflation back to levels in line with the ECB's objective to maintain the price stability in the euro area and to help enterprises across Europe to enjoy better access to credit, boost investments, create jobs and thus support the overall economic growth. On 14 June 2018, the ECB announced that net purchases under the asset purchase programme would continue at the then current monthly pace of EUR 30 billion until the end of September 2018. Thereafter, it was envisaged that the monthly pace of the net purchases will be reduced to EUR 15 billion until the end of December 2018 and, subsequently, will end. As of 2019, the ECB will, however, maintain its policy to reinvest the principal payments from maturing securities under these

programmes as long as deemed necessary. In addition, on 12 September 2019, the ECB announced net purchases will be restarted under the asset purchase programme at a monthly pace of EUR 20 billion as from 1 November 2019 and for as long as deemed necessary.

On 18 March 2020, the Governing Council of the ECB decided to launch a new temporary asset purchase programme of private and public sector debt securities to counter the serious risks to the monetary policy transmission mechanism and the outlook for the euro area posed by the outbreak and escalating diffusion of COVID-19. This new Pandemic Emergency Purchase Programme (PEPP) will have an overall size of EUR 750 billion. Initially it was announced that purchases will be conducted until the end of 2020 and will include all the asset categories eligible under the existing asset purchase programme. In addition, on 4 June 2020 it was announced that the ECB will make available an additional EUR 600 billion for the PEPP and that purchases will be conducted until at least the end of June 2021. It remains to be seen what the effect of this restart of the purchase programmes and the new PEPP will be on the volatility in the financial markets and the overall economy in the Eurozone. In addition, the restart and/or a termination of these asset purchase programmes could have an adverse effect on the secondary market value of the Notes and the liquidity in the secondary market for Notes. The Noteholders should be aware that they may suffer loss if they intend to sell any of the Notes on the secondary market for such Notes as a result of the impact of the (re)start of the asset purchase programmes and the PEPP and/or a potential termination of the asset purchase programmes may have on the secondary market value of the Notes and the liquidity in the secondary market for the Notes.

### **Risks related to COVID-19**

In parallel with these developments, in late-2019, a highly-infectious novel coronavirus named COVID-19 ("**COVID-19**") was first identified in Wuhan, People's Republic of China. Spreading quickly to other regions of the world, COVID-19 was declared a global pandemic by the World Health Organization on 11 March 2020. Various countries across the world have introduced measures aimed at preventing the further spread of COVID-19, such as a ban on public events with over a certain number of attendees, temporary closure of places where larger groups of people gather such as schools, sports facilities and bars and restaurants, lockdowns, border controls and travel and other restrictions. Such measures have disrupted the normal flow of business operations in those countries and regions, have affected global supply chains and resulted in uncertainty across the global economy and financial markets.

In addition to measures aimed at preventing the further spread of COVID-19, governments in various countries have introduced measures aimed at mitigating the economic consequences of the outbreak. The Dutch government has announced economic measures aimed at protecting jobs, households' wages and companies, such as by way of tax payment holidays, guarantee schemes and a compensation scheme for heavily affected sectors in the economy.

Governments, regulators and central banks, including the ECB and DNB, have also announced that they are taking or considering measures in order to safeguard the stability of the financial sector, to prevent lending to the business sector from being severely impaired and to ensure the payment system continues to function properly. In a press release issued on 17 March 2020, the DNB announced that it had decided to temporarily give banks additional leeway to continue business lending and absorb potential losses.

The exact ramifications of the COVID-19 outbreak are highly uncertain and it is difficult to predict the further spread or duration of the pandemic and the economic effects thereof, or the effect of current or any future measures aimed at preventing a further spread of COVID-19 and mitigating the negative impact of COVID-19 on the economy and financial markets, in general, but also in respect of the Seller and other counterparties of the Issuer and in particular, the Borrowers (see also *the Issuer has counterparty risk exposure*), whether direct or indirect, such as by increasing sovereign debt of certain countries which may result in increased volatility and widening credit spreads.

Forecasts of growth in 2019 and 2020 for some of the largest European economies were in the process of being significantly revised at the start of 2020. Germany was set to suffer weaker industrial production following global trade disputes and disruptions to supply chains. Italy has been facing a slowing business investment and a softening labor market and France has been experiencing lower public and private investment and slower growth in private consumption. The forecasts for the three largest economies in the Eurozone, and the Eurozone are now expected to be severely affected by a prolonged disruption and lockdown caused by the COVID-19 pandemic. The potential impact of a sovereign default on the Eurozone countries, including the potential risk that some Member States could leave the Eurozone (either voluntarily or involuntarily), continues to raise concerns about the ongoing viability of the euro currency and the EMU. In an attempt to mitigate the economic fallout caused by the COVID-19 pandemic, various fiscal initiatives as well as an expanded QE program of the ECB have been implemented. Furthermore, the European Union finance ministers agreed on a € 540 billion package of measures to combat the economic fallout of COVID-19. These measures are designed to improve confidence in Eurozone equities and encourage private bank lending however there remains

considerable uncertainty as to whether such measures, will be sufficient to ensure economic recovery or avert the threat of sovereign default. The Noteholders should be aware that they may suffer loss as a result of payment defaults under the Mortgage Receivables if no such economic recovery will take place.

The outbreak of COVID-19 may lead to an increase in delinquencies and bankruptcy filings by Borrowers and could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Receivables, see also the risk factor '*Risks related to COVID-19 forbearances*'.

#### **Class A Notes may not be recognised as Eurosystem Eligible Collateral**

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. The Class A Notes are intended upon issue to be deposited with Euroclear Netherlands which is the Dutch Central Securities Depository, but this does not necessarily mean that the Class A Notes will be recognised as Eurosystem Eligible Collateral either upon issue or at any or all times during their life.

Application has been made to Euronext Amsterdam for the Class A Notes to be admitted to listing on or about the Closing Date. However, there is no assurance that the Class A Notes will be admitted to listing on Euronext Amsterdam. If the Class A Notes will not be admitted to listing, they will not be recognised as Eurosystem Eligible Collateral. If the Class A Notes do not fulfil all the Eurosystem eligibility criteria, they will not be recognised as Eurosystem Eligible Collateral and this is likely to have a negative impact on the liquidity and/or value of the Class A Notes. Noteholders should therefore be aware that they may not be able to sell the Class A Notes and/or they may suffer loss if they intend to sell any of the Class A Notes. See also '*Risk related to the Class A Notes no longer being listed*'.

The Subordinated Notes are not intended to be held in a manner which allows their Eurosystem eligibility.

#### **Risk related to the Class A Notes no longer being listed**

Application has been made to Euronext Amsterdam for the Class A Notes to be admitted to the official list and trading on its regulated market. There is a risk that the Class A Notes, at any time after being admitted to the official list and trading on Euronext Amsterdam, will no longer be listed on Euronext Amsterdam. Consequently, investors may not be able to sell their Notes readily. The market values of the Class A Notes may therefore decrease. This could adversely affect a Noteholder's ability to sell the Class A Notes and/or the price an investor receives for the Class A Notes in the secondary market. As a result, the Noteholders should be aware that they may not be able to sell or suffer loss, if they intend to sell any of the Class A Notes on the secondary market for such Class A Notes and such Class A Notes are no longer listed.

### **C. RISKS RELATED TO CREDIT RATINGS**

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

The credit ratings assigned to the Class A Notes addresses the assessments 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, but does not provide any certainty nor guarantee. The Subordinated Notes will not be rated.

Any decline in the credit ratings of the Class A Notes or changes in credit rating methodologies may affect the market value of the Class A Notes. Furthermore, the credit ratings may not reflect the potential impact of all rights related to the structure, market, additional factors discussed above and other factors that may affect the value of the Class A Notes.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning credit rating organisation if in its judgement, the circumstances (including a reduction in, or withdrawal of, the credit rating of the Issuer Account Bank or the Cash Advance Facility Provider) in the future so require. Noteholders should be aware that if they intend to sell any Notes, a deterioration of the credit quality of any of the Issuer's counterparties, a downgrade of their credit rating and/or the failure to take remedial actions could have an adverse effect on the credit rating assigned to the Notes and/or the value of the Notes.

#### **Risk related to unsolicited credit ratings on the Notes**

The Credit Rating Agencies have not been requested to assign a rating to the Subordinated Notes and other credit rating agencies that have not been engaged by the Issuer to rate the Notes may issue unsolicited credit ratings on the Notes at any time. Any unsolicited credit ratings in respect of the Class A Notes may differ from the credit ratings expected to be assigned by the Credit Rating Agencies and may not be reflected in this Prospectus. Issuance of an unsolicited rating which is lower than the credit ratings assigned by the Credit Rating Agencies in respect of the Class A Notes may adversely affect the market value and/or the liquidity of the Class A Notes.



### **Risk that the credit ratings of the Class A Notes change**

The credit ratings to be assigned to the Class A 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 each 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 any of the Credit Rating Agencies' judgement, circumstances so warrant. The Issuer does not have an obligation to maintain the credit ratings assigned to any of the Notes. Any downgrade of the credit ratings of the Class A Notes may adversely affect the market value and/or the liquidity of the Notes.

### **No Recourse against the Credit Rating Agencies**

Notwithstanding that none of the Security Trustee and the Noteholders may have any right of recourse against the Credit Rating Agencies in respect of any confirmation given by them and relied upon by the Security Trustee, the Security Trustee shall be entitled to assume, for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to the Conditions or any of the Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders if the Credit Rating Agencies have confirmed that the then current credit rating of the Class A Notes would not be adversely affected by such exercise.

A confirmation from a Credit Rating Agency regarding any action proposed to be taken by the Security Trustee and the Issuer does not, for example, confirm that such action (i) is permitted by the terms of the Transaction Documents or (ii) is in the best interests of, or not prejudicial to, the Class A Noteholders. While Noteholders are entitled to have regard to the fact that the Credit Rating Agencies have confirmed that the then current credit ratings of the Class A Notes would not be adversely affected, a confirmation from the relevant Credit Rating Agency does not impose or extend any actual or contingent liability on the Credit Rating Agencies to the Class A Noteholders, the Issuer, the Security Trustee or any other person or create any legal relationship between the Credit Rating Agencies and the Class A Noteholders, the Issuer, the Security Trustee or any other person whether by way of contract or otherwise.

Any confirmation from the relevant Credit Rating Agency may or may not be given at the sole discretion of each Credit Rating Agency. It should be noted that, depending for example on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Credit Rating Agency cannot provide a confirmation in the time available or at all, and the relevant Credit Rating Agency shall not be responsible for the consequences thereof. Confirmation, if given by the relevant Credit Rating Agency, will be given on the basis of the facts and circumstances prevailing at the relevant time and/or in the context of changes to the transaction of which the securities form part since the Closing Date.

A confirmation from the relevant Credit Rating Agency represents only a restatement or confirmation of the opinions given as at the Closing Date and cannot be construed as advice for the benefit of any parties to the transaction.

Furthermore, it is noted that the defined term "Credit Rating Agency Confirmation" as used in this Prospectus and the Transaction Documents and which is relied upon by the Security Trustee, does not only refer to the situation that the Security Trustee has received a confirmation from each Credit Rating Agency that its then current credit ratings of the Notes will not be adversely affected by or withdrawn as a result of the relevant matter (a "**confirmation**"), but also includes:

- 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
- 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 credit ratings of the Class A 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 (see *Glossary of defined terms*).

Thus, Class A Noteholders incur the risk of losses under the Class A Notes when relying solely on a Credit Rating Agency Confirmation, including on a confirmation from each Credit Rating Agency that the then current credit ratings of the Class A Notes will not be adversely affected by or withdrawn as a result of the relevant matter. Furthermore, if no confirmation or indication is forthcoming from any Credit Rating Agency and confirmation of the Credit Rating Agencies is implied in accordance with the definition of Credit Rating Agency Confirmation, the Credit Rating Agencies may nevertheless downgrade the credit ratings assigned to the Class A Notes, which could lead to losses under the Class A Notes.

The Credit Rating Agencies may change their criteria and methodologies and it may therefore be required that the Transaction Documents be restructured in connection therewith to prevent a downgrade of the credit ratings assigned to the Class A Notes. There is, however, no obligation for any party to the Transaction Documents, including the Issuer, to cooperate with or to initiate or propose such a restructuring. A failure to restructure the transaction may lead to a downgrade of the credit ratings assigned to the Class A 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 (including a reduction in the credit rating of the Seller, the Cash Advance Facility Provider or the Issuer Account Bank) may have an adverse effect on the credit ratings of the Class A Notes. Any downgrade of the credit ratings may have a negative effect on the value of the Class A Notes.

#### **CRA Regulation**

The Credit Rating Agencies are, at the date of this Prospectus, included in the register of certified rating agencies as maintained by ESMA in accordance with the CRA Regulation. The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Should any of the Credit Rating Agencies not be registered or endorsed under the CRA Regulation or should such registration or endorsement be withdrawn or suspended, this may result in the Notes no longer being rated. If a Noteholder intends to sell its Notes, this may have a negative impact on the price and liquidity of the Notes in the secondary market.

### **D. REGULATORY RISKS REGARDING THE NOTES**

#### **Securitisation Regulation**

On 12 December 2017, the European Parliament adopted the Securitisation Regulation, which lays down common rules on securitisation and which applies from 1 January 2019 and fully applies to the Notes. The securitisation transaction described in this Prospectus is intended to qualify as an STS securitisation within the meaning of article 18 of the Securitisation Regulation and consequently meets, on the date of this Prospectus, the requirements of articles 19 to 22 of the Securitisation Regulation and will be notified by the Seller on or prior to the Closing Date to be included in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation. No assurance can be provided that the securitisation transaction described in this Prospectus does or continues to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future. None of the Issuer, the Issuer Administrator, the Seller, the Arranger, the Manager, the Security Trustee, the Servicer or any of the other transaction parties makes any representation or accepts any liability for the securitisation transaction described in this Prospectus to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future.

Any 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, if a Noteholder intends to sell its Notes, this may have a negative impact on the price and liquidity of the Notes in the secondary market.

Various parties to the securitisation transaction described in this Prospectus are subject to the requirements of the Securitisation Regulation. However, there is at present some uncertainty in relation to some of these requirements, including in particular with regard to the transparency obligations imposed under article 7 of the Securitisation Regulation, the Draft RTS Risk Retention in relation to article 6 of the Securitisation Regulation and the RTS Homogeneity (see section 4.4 (*Regulatory and Industry Compliance*) and section 6.1 (*Stratification tables*) for further detail on this) in relation to article 20(8) of the Securitisation Regulation. The Draft RTS Risk Retention is in final draft adopted by the EBA and submitted to the European Commission for adoption. The RTS Homogeneity is in final draft adopted by the EBA and adopted by the European Commission, but is subject to final review by the European Parliament and the Council. Therefore, the final scope of their application and impact of the conformity of risk retention and the Mortgage Loans to the final regulatory technical standards is not assured (and such non-conformity may adversely and materially impact the

value, liquidity of, and the amount payable under the Notes). Prospective investors must make their own decisions in this regard.

### **Risk that the transaction described in this Prospectus does not qualify as an STS securitisation**

The securitisation transaction described in this Prospectus is intended to qualify as an STS securitisation within the meaning of article 18 of the Securitisation Regulation. Consequently, the securitisation transaction described in this Prospectus is intended to meet, on the date of this Prospectus, the requirements of articles 19 to 22 of the Securitisation Regulation and, at the Closing Date, is intended to be notified by the Seller to be included in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation (as of the date of this Prospectus, such list can be obtained from the following website: <https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation> (or its successor website). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. Although the Seller has used the service of PCS as Third Party Verification Agent, a third party authorised pursuant to article 28 of the Securitisation Regulation, to verify whether the securitisation transaction described in this Prospectus complies with articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by the Third Party Verification Agent on the Closing Date, no assurance can be provided that the securitisation transaction described in this Prospectus does or continues to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future. The qualification of the securitisation transaction described in this Prospectus as 'simple, transparent and standardised' or 'STS' may change and investors should verify the current status of the securitisation transaction in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation. None of the Issuer, the Security Trustee, the Seller, the Manager, the Arranger or any of the other transaction parties makes any representation or accepts any liability as to (i) inclusion in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation, (ii) that the securitisation transaction described in this Prospectus does or continues to comply with the Securitisation Regulation, (iii) that this securitisation transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the Securitisation Regulation after the date of this Prospectus. Therefore, there is no assurance that the securitisation transaction described in this Prospectus does or continues to qualify as an STS securitisation under the Securitisation Regulation. It should further be noted that there is no certainty that reference to retention obligations of the Seller in this Prospectus will constitute adequate due diligence (on the part of the Noteholders) for the purpose of Article 5 of the Securitisation Regulation.

Notwithstanding PCS' verification of compliance of a securitisation with articles 19 to 22 of the Securitisation Regulation, such verification by PCS does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation. A verification does not remove the obligation placed on investors to assess whether a securitisation labelled as 'STS' or 'simple, transparent and standardised' has actually satisfied the criteria. Investors must not solely or mechanically rely on any STS notification or PCS' verification to this extent.

### **Regulatory treatment STS securitisations and other securitisation positions**

CRR and Solvency II affect the risk weighting of the Notes in respect of certain investors if those investors are regulated in a manner which will be affected by these rules. Consequently, prospective investors should consult their own advisers as to the consequences of and the effect on them of the application of CRR and Solvency II, as implemented by their own regulator, to their holding of any Notes. It cannot be excluded that further amendments will be proposed and will have to be implemented in the legislation of the relevant EU Member States which may have a further impact on, among other things, the risk weighting, liquidity and value of the Notes.

### **Investor compliance with due diligence requirements under the Securitisation Regulation**

Investors should be aware of the due diligence requirements under article 5 of the Securitisation Regulation that apply to institutional investors with an EU nexus (including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, institutions for occupational retirement provision and UCITS funds). Depending on the approach in the relevant EU Member State, failure to comply with one or more of the due diligence requirements may result in penalties including fines, other administrative sanctions and possibly criminal sanctions. In the case of those institutional investors subject to regulatory capital requirements, penal capital charges may also be imposed on the securitisation position (i.e., notes) acquired by the relevant institutional investor.

The institutional investor due diligence requirements described above apply in respect of the Notes. With respect to the commitment of the Seller to retain a material net economic interest in the securitisation by holding the Class B Notes and with respect to the information to be made available by the Issuer, Seller or another relevant party, please see the statements set out in section 4.4 (*Regulatory and industry compliance*) and section 8 (*General*). Relevant institutional investors are required to independently assess and determine the sufficiency of the information described above for the

purposes of complying with article 5 of the Securitisation Regulation and any corresponding national measures which may be relevant to investors.

Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear and are still evolving. Prospective investors who are uncertain as to the requirements that will need to be complied with in order to avoid the consequences of the non-compliance should seek guidance from their regulator.

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

Regulatory capital requirements are subject to ongoing change, and are expected to become more stringent. This is especially due to the implementation and entry into force of the changes to CRD IV included in the EU banking package adopted on 14 May 2019 (the "**EU Banking Reforms**") and the finalised Basel III reforms as published on 7 December 2017 (the "**Basel III Reforms**") (informally referred to as Basel IV). In addition, pursuant to Solvency II, more stringent rules apply to European insurance companies in respect of instruments such as the Notes in order to qualify as regulatory capital that may impact certain investors. Solvency II is currently under review on an EU level.

Any changes to the prudential framework applicable to banks, insurance companies or other institutions investing in the Notes, may affect the risk-weighting of the Notes for these investors. This could affect the market value of the Notes in general and the relative value for the investors in the Notes.

Potential investors should consult their own advisers as to the consequences to and effect on them of CRD IV, the EU Banking Reforms and the Basel III Reforms, and the application of Solvency II, to their holding of any Notes. None of the Issuer, the Seller, the Servicer, the Security Trustee, the Arranger and the Manager is responsible for informing Noteholders of the effects on the changes to risk-weighting or regulatory capital which amongst others may result for investors from the adoption by their own regulator of CRD IV, the EU Banking Reforms, the Basel III Reforms or Solvency II (whether or not implemented by them in its current form or otherwise) nor do they make any representation regarding the regulatory capital treatment of their investment.

#### **No Representation as to compliance with liquidity coverage ratio, CRR or Solvency II requirements**

Following the adoption of the CRR Amendment Regulation certain securitisation positions of qualifying STS securitisations will, following a further calibration of the capital requirements as set forth in the CRR Amendment Regulation, obtain a preferential treatment as regards their capital requirements weighting for credit institutions and investment firms (as these are defined in the CRR) investing in such securitisation positions. Furthermore, following the adoption of Commission Delegated Regulation (EU) 2018/1221 of 1 June 2018 the then current provisions of Solvency II Regulation on calibration for 'type 1 securitisation' have, with effect from 1 January 2019, been replaced by a more risk-sensitive calibration for STS securitisations covering all possible tranches that also meet additional requirements in order to minimise risks. The relevant provisions of Solvency II Regulation apply to the fullest extent to the Notes.

On 30 October 2018, Commission Delegated Regulation amending Delegated Regulation (EU) 2018/1620 of 13 July 2018 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions (the "**LCR Delegated Regulation**") was published in the Official Journal of the EU. This amendment integrates the STS criteria for securitisation in the LCR Delegated Regulation. From 30 April 2020, securitisations can be qualified as Level 2B high quality liquid assets ("**HQLA**") only if they fulfil the conditions laid down in article 13 of the LCR Delegated Regulation. In the revised provision of article 13 LCR Delegated Regulation, a reference is made to the requirement that securitisation positions will only qualify as HQLA if the securitisation positions have been issued and an STS-notification has been made with and processed by ESMA. An application has been made to PCS to assess compliance of the Notes with certain LCR criteria set forth in the CRR regarding STS securitisations (the "**LCR Assessment**" and the "**CRR Assessment**", respectively). There can be no assurance that the Notes will receive the LCR Assessment and/or a CRR Assessment either before issuance or at any time thereafter and that the CRR Amendment Regulation is complied with.

Neither the Issuer nor the Seller nor the Servicer nor the Manager makes any representation to any prospective investor or purchaser of the Notes as to these matters on the Closing Date or at any time in the future and none of them are responsible for informing any Noteholders of the effects on the changes to risk-weighting of the Notes or the qualification as Level 2B HQLA which, amongst others, may result from the suspension, delay or withdrawal of this STS securitisation qualification from the list published by ESMA on its website pursuant to article 27(5) Securitisation Regulation or the adoption, interpretation or application by their own regulator of CRR, Solvency II or the LCR Delegated Regulation (whether or not in their current form or otherwise). Prospective investors should assess independently and where relevant

should consult their own advisors as to the effects of the changes to risk-weights of the Notes referred to above or the qualification as Level 2B HQLA.

The 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. Prospective noteholders should therefore make themselves aware of the EU risk retention and due diligence requirements, where applicable to them, in addition to any other regulatory requirements (whether or not as described above) applicable to them with respect to their investment in the Notes.

#### **Risk related to the intervention powers of DNB and the Minister of Finance**

The Dutch Act on special measures regarding financial institutions (*Wet bijzondere maatregelen financiële ondernemingen*, the "**Special Measures Financial Institutions Act**"), which has to a large extent been included in the Wft, enables the Dutch Minister of Finance to intervene with a bank, insurer or other type of financial institution or parent undertaking thereof established in the Netherlands, if the Minister of Finance is of the view that the stability of the financial system is in serious and immediate danger due to the situation that the institution is in. The powers of the Minister of Finance consist of (i) the expropriation of assets and/ or liabilities (*onteygening van vermogensbestanddelen*) of the institution, claims against the institution and securities issued by or with the cooperation of the institution and (ii) immediate measures (*onmiddellijke voorzieningen*), which measures may deviate from statutory provisions or the institution's articles of association, such as temporarily depriving the institution's shareholders from exercising their voting rights and suspending a board member or a supervisory board member. The Special Measures Financial Institutions Act also contains far-reaching intervention powers for DNB with regard to an insurer or parent undertaking thereof, including (amongst powers for DNB with respect to an insurer which it deems to be potentially in financial trouble, to procure that all or part of the assets and liabilities of such insurer or securities issued by or with the cooperation of such insurer are transferred to a third party. In order to increase the efficacy of these intervention powers of DNB, the Wft contains provisions restricting the ability of the counterparties of an insurer to invoke (i) certain contractual provisions without prior DNB consent or (ii) notification events, which are triggered by the insurer being the subject of certain events or measures pursuant to the Wft (*gebeurtenis*) or being the subject of any similar event or measure under foreign law. Similar restrictions on counterparty rights apply in case of measures in respect of banks under the BRRD and SRM Regulation, such as the Seller, the Servicer, the Participants and the Account Bank (see under *Secured Creditors may be subject to recovery, resolution and intervention frameworks, whereby the application of any measures thereunder could result in losses under the Notes* below).

Finally, on 28 November 2017, a legislative proposal for the recovery and resolution of insurers (*Wet herstel en afwikkeling van verzekeraars*) was published and submitted to the Dutch parliament. In short, the proposal includes a revised framework for the recovery and resolution of insurers and groups including an insurer, which is intended to replace the Special Measures Financial Institutions Act (other than the expropriation and immediate measures of the Minister of Finance discussed above). The legislative proposal has become law and entered into force on 1 January 2019.

Therefore there is a risk that (the enforceability of) the rights and obligations of the parties to the Transaction Documents, including, without limitation, the Seller, the Cash Advance Facility Provider, the Participants and/or the Issuer Account Bank, may be affected on the basis of the Wft, which may lead to losses under the Notes.

#### **Secured Creditors may be subject to recovery, resolution and intervention frameworks, whereby the application of any measures thereunder could result in losses under the Notes**

The BRRD and the SRM Regulation have introduced a harmonised European framework for the recovery and resolution of banks and large investment firms (and certain affiliated entities) which are failing or likely to fail. If such an institution would be deemed to fail or likely to fail and the other resolution conditions would also be met, the resolution authority may decide to place the institution under resolution. It may decide to apply certain resolution tools. These resolution tools include the sale of business tool, the bridge institution tool and the asset separation tool, each of which, in summary, provides for a transfer of certain assets and/or liabilities of the institution under resolution to a third party. In addition, the BRRD and the SRM Regulation provide for the bail-in tool, which may result in the write-down or conversion into shares of capital instrument and eligible liabilities. The resolution authority may decide to terminate or amend any agreement (including a debt instrument, such as the Notes or a derivative transaction) to which the Issuer is a party or replace the Issuer as a party thereto. Furthermore, subject to certain conditions, the resolution authority may suspend the exercise of certain rights of counterparties *vis-à-vis* the institution under resolution or suspend the performance of payment or delivery obligations of that institution. In addition, pursuant to Dutch law, certain counterparty rights may be excluded.

Certain Secured Creditors may be subject to the BRRD, the SRM Regulation or similar intervention, recovery or resolution frameworks in their local jurisdiction. There is a risk that (the enforceability of) the rights and obligations of the parties to the Transaction Documents, including, without limitation, the Seller, the Servicer, the Cash Advance Facility Provider and the Issuer Account Bank, may be affected on the basis of the application of any intervention, recovery or resolution tools or powers. This may lead to losses under the Notes.

### **U.S. Risk Retention**

The U.S. Risk Retention Rules came into effect on 24 December 2015 and generally require the "securitizer" of a "securitization transaction" to retain at least five (5) per cent. of the "credit risk" of securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The issue of the Notes will not involve risk retention by the Seller or any other party within the meaning of, and for the purposes of, the U.S. Risk Retention Rules, but rather will be made in reliance on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (i) the transaction is not required to be and is not registered under the Securities Act; (ii) no more than ten (10) per cent. of the U.S. dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "Risk Retention U.S. Persons"); (iii) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the U.S. of a non-U.S. entity; and (iv) no more than twenty-five (25) per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the U.S.

Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. person under Regulation S.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. Failure of the issuance of the Notes to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

## **E. TAX RISKS REGARDING THE NOTES**

### **Changes to Dutch tax treatment of interest on Mortgage Loans 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 deduction period allowed is restricted to a term of thirty (30) years.

For the year 2020, the maximum tax rate against which mortgage interest may be deducted for Dutch income tax purposes (the 'maximum deductibility rate') is set at 46%. As per 1 January 2020, the maximum tax rate against which mortgage interest may be deducted will decrease with 3% per annum (i.e., 43% in 2021) down to 37.10% in 2023.

This reduction of the maximum deductibility rate may ultimately have an adverse impact on the ability of Borrowers to pay interest and principal on their Mortgage Loans and may lead to different prepayment behaviour by Borrowers on their Mortgage Loans. This may result in higher or lower prepayment rates of such Mortgage Loans and thus may adversely affect the Issuer's return on the Mortgage Loans. Finally, changes in tax treatment of mortgage interest may have an adverse effect on the value of the Mortgaged Assets (see '*Risks of Losses associated with Declining Values of Mortgaged Assets*' and '*Limited Recourse*'). As a result this may lead to the Issuer having insufficient funds available to fulfil its obligations under the Notes.

### **If the Notes would become subject to withholding or deduction, including but not limited to FATCA Withholding, the Issuer will make the required withholding or deduction for the account of the Noteholders and shall not be obliged to pay additional amounts to the Noteholders in respect thereof**

The Netherlands is introducing a new withholding tax of 21.7% on interest payments as of 1 January 2021. The new withholding tax will generally apply to interest payments made by an entity tax resident in the Netherlands, like the Issuer, to a "related entity" tax resident in a "listed jurisdiction".

For these purposes, a jurisdiction is considered a "listed jurisdiction" (a "**Listed Jurisdiction**"), if such jurisdiction (i) has a corporation tax on business profits with a general statutory rate of less than 9% (a "**low-taxed jurisdiction**") and is designated as such in the ministerial decree of the Dutch Ministry of Finance (the "**Dutch Black List**") or (ii) is included in the EU list of non-cooperative jurisdictions (the "**EU Black List**"), in each case at the date of the relevant interest payment. The Dutch Black List and the EU Black List are periodically updated. At the date of this Prospectus, the following 24 jurisdiction are Listed Jurisdictions: American Samoa, Anguilla, Bahamas, Bahrain, Barbados, Bermuda, the British Virgin Islands, the Cayman Islands, Fiji, Guam, Guernsey, Isle of Man, Jersey, Oman, Palau, Panama, Samoa, Seychelles, Trinidad and Tobago, Turkmenistan, Turks and Caicos Islands, Vanuatu, the United Arab Emirates, the U.S. Virgin Islands.

Generally, an entity is considered a related entity if (i) it has a Qualifying Interest (as defined below) in the Issuer, (ii) the Issuer has a Qualifying Interest in such entity, or (iii) a third party has a Qualifying Interest in both the Issuer and such entity. For purposes of the new withholding tax, the term "Qualifying Interest" means a directly or indirectly held interest – either individually or jointly as part of a collaborating group (*samenwerkende groep*) – that enables the holder of such interest to exercise a decisive influence on the decisions that can determine the activities of the entity in which the interest is held.

The new withholding tax may also apply in situations where artificial structures are put in place with the main purpose or one of the main purposes to avoid the Dutch withholding tax, e.g., where an interest payment to a Listed Jurisdiction is artificially routed via an intermediate entity in a non-Listed Jurisdiction.

In practice, the Issuer may not always be able to assess whether a Noteholder is affiliated to the Issuer and/or located in a Listed Jurisdiction. The parliamentary history is unclear on the Issuer's responsibilities to determine the absence of affiliation in respect of notes issued in the market, like the Notes.

In addition, payments in respect of the Notes may in certain circumstances become subject to any FATCA Withholding.

As provided in Condition 7 (*Taxation*), if withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or changes of whatever nature are imposed by or on behalf of the Netherlands, any authority therein or thereof having power to tax (or any other jurisdiction or any political subdivision or any authority therein or thereof having power to tax, or on the basis of FATCA), the Issuer or the Paying Agent (as the case may be) will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Noteholders, as the case may be, and shall not be obliged to pay any additional amounts to the Noteholders in respect of the withholding or deduction.

Prospective investors are advised to seek their own professional advice in relation to the new withholding tax in the Netherlands and FATCA.

## **RISK FACTORS REGARDING THE MORTGAGE RECEIVABLES AND SECURITY RIGHTS**

### **A. RISKS REGARDING THE MORTGAGE RECEIVABLES**

#### **Risk related to payments received by the Seller prior to notification to the Borrowers of the assignment of the Mortgage Receivables to the Issuer**

Under Dutch law, assignment of the legal title of claims, such as the Mortgage Receivables, can be effectuated by means of a notarial deed of assignment or a private deed of assignment and registration thereof with the appropriate tax authorities, without notification of the assignment to the debtors being required (*stille cessie*). The legal title of the Mortgage Receivables will be assigned on the Closing Date by the Seller to the Issuer by way of undisclosed assignment (*stille cessie*) through a registered deed of assignment. The legal title in respect of the Further Advance Receivables on each relevant Notes Payment Date during the Further Advance Purchase Period will be assigned by the Seller to the Issuer, each through a registered deed of assignment. The Mortgage Receivables Purchase Agreement will provide that the assignment will not be notified by the Seller or, as the case may be, the Issuer 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. For a description of these notification events reference is made to section 7.1 (*Purchase, Repurchase and Sale*).

Until notification of the assignment, the Borrowers under the Mortgage Receivables can only validly pay to the Seller in order to fully discharge their payment obligations (*bevrijdend betalen*) in respect thereof. Upon notification of the assignment to the Issuer, the Borrowers under Mortgage Receivables can only validly pay to the Issuer. If the Seller is declared bankrupt prior to making such payments, the Issuer has no right of any preference in respect of such amounts.

Payments made by Borrowers prior to notification of the assignment to the Issuer, but after bankruptcy in respect of the Seller having been declared, will be part of the Seller's bankruptcy estate. In respect of these payments, the Issuer will be a creditor of the relevant estate (*boedelschuldeiser*) and will receive payment prior to (unsecured) creditors with ordinary claims, but after preferred creditors of the estate and after deduction of the general bankruptcy costs (*algemene faillissementskosten*), which may be material.

#### **Risk related to payments received by the Seller prior to notification to the Borrowers of the assignment of the Mortgage Receivables to the Issuer prior to completion of the Servicing Migration**

Prior to the Servicing Migration, all payments made by Borrowers will be made into the Amstelhuys Account. This account is not pledged to any party other than to the ING Bank N.V. 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 Seller.

On each Business Day, the balance standing to the credit of the Amstelhuys Account is transferred to a cash-pooling account of the Seller. Just before the 12<sup>th</sup> calendar day of each month (or the following Business Day), the Seller or the Servicer on its behalf shall transfer all payments made by Borrowers and received by the Seller in respect of the Mortgage Receivables during the immediately preceding Mortgage Calculation Period to the Amstelhuys Account. On or about each Notes Payment Date the Servicer shall transfer all payments made by Borrowers and received by the Seller in respect of the Mortgage Receivables during the immediately preceding Mortgage Calculation Period to the Issuer Collection Account.

If the Seller does not comply with its obligation to transfer or pay such amounts to the Amstelhuys Account, the Issuer and/or the Security Trustee, as the case may be, for whatever reason (including a bankruptcy), may not receive the amounts due in respect of the Mortgage Receivables which have been collected from the Borrowers (which will in such case have fully discharged their payment obligations as described above).

#### **Risk related to payments received by the Seller prior to notification to the Borrowers of the assignment of the Mortgage Receivables to the Issuer after completion of the Servicing Migration**

After the Servicing Migration, all payments made by Borrowers will be paid to the Collection Accounts maintained by and in the name of NN Insurance Eurasia with ING Bank N.V. These accounts will also be used for the collection of moneys paid in respect of mortgage loans (other than Mortgage Loans sold to the Issuer) originated by the Seller.

On each Mortgage Collection Payment Date, the Servicer shall or shall procure that NN Insurance Eurasia shall, having regard to all relevant information at its disposal (a) make an estimate of all amounts of principal, interest, Prepayment Penalties and interest penalties received by the Seller in respect of the Mortgage Receivables in respect of the immediately preceding Mortgage Calculation Period (the total of such estimated amounts is referred to as the **Estimated Collected Transfer Amount**) and (b) transfer the Estimated Collected Transfer Amount to the Issuer Collection Account.



On or prior to the 15<sup>th</sup> calendar day of the relevant month (or if this is not a Business Day the next succeeding Business Day but in any case prior to the relevant Notes Payment Date) the Servicer shall or shall procure that NN Insurance Eurasia shall reconcile (i) the total amount of principal, interest, Prepayment Penalties and interest penalties actually received by the Seller in respect of the Mortgage Receivables in respect of the immediately preceding Mortgage Calculation Period (the total of such amounts actually received is referred to as the **Actual Collected Transfer Amount**) with (ii) the Estimated Collected Transfer Amount and shall:

- (i) if the Actual Collected Transfer Amount exceeds the Estimated Collected Transfer Amount, transfer the difference between these amounts from the relevant collection account of the Seller to the Issuer Collection Account; or
- (ii) if the Estimated Collected Transfer Amount exceeds the Actual Collected Transfer Amount, request the Issuer Administrator to transfer the difference between these amounts from the Issuer Collection Account to the relevant collection account of the Seller.

If either ING Bank N.V. or NN Insurance Eurasia does not comply with their obligations to transfer or pay such amounts to the Issuer and/or the Security Trustee, as the case may be, for whatever reason (including a bankruptcy), the Issuer and/or the Security Trustee, as the case may be, may not receive the amounts due in respect of the Mortgage Receivables which have been collected from the Borrowers. In addition, if for whatever reason the Seller receives the amounts collected by NN Insurance Eurasia and does not comply with its obligations to transfer or pay such amounts to the Issuer for whatever reason (including a bankruptcy of such entity), the Issuer may not receive the amounts so collected from the Borrowers (which will in such case have fully discharged their payment obligations as described above).

In view of this risk, pursuant to the Receivables Proceeds Distribution Agreement, the Collection Accounts are transferred under the condition precedent (*opschortende voorwaarde*) of the occurrence of a Trigger Event to the Collection Foundation by way of contract transfer. The Collection Foundation is set up as a special purpose bankruptcy remote entity. The objectives clause of the Collection Foundation is limited to collecting, managing and distributing amounts received on the Collection Accounts to the persons who are entitled to receive such amounts pursuant to the Receivables Proceeds Distribution Agreement. The Issuer has been advised that in the absence of conclusive case law there might be a risk that upon the occurrence of a Trigger Event the automatic contract transfer will not become fully effective as a result of Dutch bankruptcy laws and/or the insolvency of NN Insurance Eurasia. For this reason the balance standing to the credit of the Collection Accounts will be pledged by NN Insurance Eurasia to the Collection Foundation as security for (*inter alia*) any and all monetary obligations of NN Insurance Eurasia to the Collection Foundation under or in connection with the Receivables Proceeds Distribution Agreement. As a result, even if the contract transfer is not effective, the balance on the Collection Accounts prior to such Trigger Event will be subject to the pledge and therefore effectively for the benefit of the Collection Foundation.

The Collection Foundation has, after the occurrence of a Trigger Event and the transfer of the Collection Accounts pursuant to the Receivables Proceeds Distribution Agreement, a claim against ING Bank N.V. (or its successor) as collection accounts provider as the bank where such accounts are held in respect of the balances standing to credit of the Collection Accounts. The Issuer has been advised that in the event of a bankruptcy of the Seller and after the occurrence of a Trigger Event and the transfer of the Collection Accounts to the Collection Foundation pursuant to the Receivables Proceeds Distribution Agreement, any amounts standing to the credit of the Collection Accounts relating to the Mortgage Receivables will not form part of the bankruptcy estate of the Seller or NN Insurance Eurasia.

Subject to the occurrence of a Trigger Event and upon receipt of such amounts, the Collection Foundation will distribute to the Issuer or, after a Pledge Notification Event, to the Security Trustee any and all amounts relating to the Mortgage Receivables received by it on the Collection Accounts, in accordance with the relevant provisions of the Receivables Proceeds Distribution Agreement. Pursuant to the Receivables Proceeds Distribution Agreement, NN Bank and after an insolvency event relating to NN Bank, a new administrator appointed for such purpose, will perform such payment transaction services on behalf of the Collection Foundation (see for a description of the cash collection arrangements section 5 *Credit Structure*).

There is a risk that the Seller (prior to notification of the assignment) or its liquidator (following bankruptcy but prior to notification) instructs the Borrowers to pay to another bank account. Any such payments by a Borrower would be valid (*bevrijdend*). The Seller has in the Receivables Proceeds Distribution Agreement undertaken towards the Issuer and the Security Trustee not to amend the payment instructions and not to redirect cash flows to the Collection Accounts in respect of the Mortgage Receivables to another account, without prior approval of the Issuer and the Security Trustee.

In addition, NN Bank in its capacity as administrator for the Collection Foundation has undertaken in the Receivables Proceeds Distribution Agreement to disregard any instructions or orders from the Seller or any third party to cause the transfer of amounts in respect of the Mortgage Receivables to be made to another account than the Collection Accounts without prior approval of the Issuer and the Security Trustee. Notwithstanding the above, the Seller is obliged to pay to the Issuer any amounts which were not paid on the Collection Accounts but to the Seller directly.

There is thus a risk that in respect of such payments the Issuer will not receive the proceeds under the Mortgage Receivables on time and in full or it will not receive the proceeds at all. As a result thereof, the Issuer may have insufficient funds available to it to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

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

The mortgage rights securing the Mortgage Loans may be vested on a long lease (*erfpacht*).

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. For the avoidance of doubt, the claim pledged in favour of the mortgagee may be less than the market value of the long lease, since the landowner may set off this claim with the unpaid leasehold instalments which have become due over the last two consecutive years. 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 reduced with unpaid leasehold instalments.

When granting a Mortgage Loan to be secured by a mortgage right on a long lease, the Seller will take into consideration the conditions, including the term, of the long lease. The acceptance conditions used by the Seller 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. In such event, there is a risk that the Issuer will upon enforcement of such mortgage right receive less than the market value of the long lease, which subsequently could result in the Issuer receiving less than the Outstanding Principal Amount of the relevant Mortgage Receivable, which in turn could lead to losses under the Notes.

#### **Risks in respect of interest rate reset rights and bankruptcy of the Seller**

The interest rate in respect of each of the Mortgage Receivables is to be reset 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 and 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 legal literature this is not certain. If the interest reset right remains with the Seller, the co-operation of the bankruptcy trustee (in bankruptcy) would be required to reset the interest rates who will be bound by the contractual provisions relating to the reset of interest rates and any applicable law (including, without limitation, applicable principles of reasonableness and fairness) and regulations. To the extent that 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 also be bound by the contractual provisions relating to the reset of interest rates and any applicable law (including, without limitation, applicable principles of reasonableness and fairness) and regulations.

If the bankruptcy trustee (in bankruptcy of the Seller) does not co-operate with the resetting of the interest rates, or sets the Mortgage Interests Rates at a relatively high or low level, this may result in a higher or lower rate of prepayments, higher or lower defaults by the Borrowers and otherwise influence the performance of the Mortgage Receivables. In such cases the Issuer may be more exposed to changes in the relevant rates of interest than it would otherwise have been, which could in turn lead to less income available to the Issuer and ultimately to losses under the Notes.

#### **Risk that future discontinuance of Euribor may affect the payment of interest under the Mortgage Loans with a floating rate of interest**

Various benchmarks (including interest rate benchmarks such as Euribor) are the subject of recent national and international regulatory guidance and proposals for reform. Further to these reforms, a transitioning away from the

interbank offered rates ("IBORs") to 'risk-free rates' is expected. Given the uncertainty in relation to the timing and manner of implementation of any such reforms and in the absence of clear market consensus at this time, the Issuer is not yet in a position to determine the reforms that will apply and the timing of applying such reforms.

For example, in March 2017, EMMI published a position paper referring to certain proposed reforms to Euribor, which reforms aim to clarify the Euribor specification, to develop a transaction-based methodology for Euribor and to align the relevant methodology with the Benchmark Regulation, the IOSCO Principles for Financial Benchmarks and other regulatory recommendations. EMMI has since indicated that there has been a "change in market activity as a result of the current regulatory requirements and a negative interest rate environment" and "under the current market conditions it will not be feasible to evolve the current Euribor methodology to a fully transaction-based methodology following a seamless transition path". EMMI has since strengthened its governance framework and has developed a hybrid methodology for Euribor. Finally, EMMI has been authorised as administrator of Euribor for the purposes of the Benchmark Regulation as of 2 July 2019. On 28 November 2019, EMMI confirmed it has completed the transitioning of the panel banks from the quote-based Euribor methodology to the hybrid methodology.

Following the implementation of any such (potential) reforms (such as changes in methodology or otherwise) or further to other pressures (including from regulatory authorities), (i) the manner of administration of benchmarks may change, with the result that benchmarks may perform differently than in the past, (ii) one or more benchmarks could be eliminated entirely, (iii) it may create disincentives for market participants to continue to administer or participate in certain benchmarks, or (iv) there could be other consequences, including those that cannot be predicted.

Upon the Servicing Migration, the interest rate on Mortgage Loans with a floating rate of interest will be determined on the basis of *inter alia* Euribor. Investors should be aware that, if Euribor has been discontinued or the Seller, for whatever reason, is unable to determine Euribor, the interest rate on the Mortgage Loans with a floating rate of interest will be determined by the Seller on the basis a replacement reference rate. Such replacement reference rate may result in a reduction of the amount of interest payable on such Mortgage Loan with a floating rate of interest. As a result, the Issuer may have insufficient funds available to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

#### **Risk related to interest rate averaging**

In the Netherlands borrowers of mortgage loans may generally prepay their mortgage loans before the maturity date. If the prepayment exceeds a certain amount in a year and does not result from certain predefined events, such as a sale of the mortgaged property, the mortgage loan lender may charge a prepayment penalty.

Borrowers may apply for interest rate averaging (*rentemiddeling*). In case of interest rate averaging (*rentemiddeling*) a borrower of a mortgage loan with a fixed interest rate is offered a new fixed interest rate whereby the (agreed-upon) fixed interest will be reduced taking into account the current interest rate offered by such offeror for the relevant period, the risk profile and the break costs for the fixed interest. Interest rate averaging may be favourable for a borrower in case the agreed-upon fixed interest rate in force at that time is higher than the current market interest rate and the (agreed-upon) fixed interest rate period will not expire in the near future. It should be noted that interest rate averaging (*rentemiddeling*) may have a downward effect on the Mortgage Interest Rates, which may have an impact on the Issuer's ability to fulfil its obligations to pay interest on the Class A Notes.

#### **Revised treatment of risk margin in Mortgage Interest Rates**

In addition, there is an ongoing discussion on the risk margins taken into account when determining interest rates, such as the risk margin for certain LTV-ratios, and whether the mortgage lenders should pro-actively adjust the interest rate if, due to a lowering of the LTV-ratio, the risk margin would fall below certain thresholds in this respect (i) during the fixed interest period or (ii) when the interest rates are to be reset after an fixed interest period. This could, for example, be the case if a mortgage loan has been partly prepaid or if the value of the mortgaged asset has increased. In view hereof, the AFM has published a module for the risk margin regarding mortgage loans (*Klantbelang Dashboardmodule risicoposlagen bij hypotheek Normenkader 2018*), in which the AFM sets out its view on the principles mortgage lenders should take into account in its policies in this respect. The AFM, among others, assesses whether mortgage lenders pro-actively take into account any changes in the (net) indebtedness of borrowers and pro-actively provide borrowers with information on the possibilities to lower its LTV-ratios.

Most (major) offerors of mortgage loans in the Netherlands apply an interest rate pricing system based on risk-based pricing with multiple risk margin categories, whereby the interest rate for a mortgage loan is set depending on the loan-to-valuation ("LTV") ratio (a lower LTV will lead to a lower interest rate). In the past, mortgage loans originated by the Seller were eligible to move into another risk margin category only on the interest reset date.

The Seller has informed the Issuer that it has decided to implement a change to this pricing system upon completion of the Servicing Migration, under which the Mortgage Loans can move into another (lower) risk margin category during the fixed interest rate term, if the LTV has decreased due to an increase of the house price and/or repayment.

The Seller's envisaged interest rate pricing system allows for the adjustment of the mortgage interest rate by moving to a lower risk margin category (1) automatically following (partial) repayment of the loan principal, also taking into account (p)repayments that have already been made, and/or (2) upon request following a proven revaluation of the relevant mortgaged asset.

The decision to implement as stated above will affect the proceeds of the Mortgage Receivables and will make the proceeds more dependent on house price changes and prepayment behaviour and/or may likely change the (p)repayment behaviour of Borrowers. It should be noted that this may have a downward effect on the proceeds of the Mortgage Receivables, which may have an impact on the Issuer's ability to fulfil its obligations to pay interest on the Class A Notes.

#### **Risks related to Interest-only Mortgage Loans**

At the Initial Cut-off Date, 43.70 per cent. 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 not obliged to pay principal towards redemption of the relevant Mortgage Loan. Interest is payable monthly and is calculated on the Outstanding Principal Amount of the Mortgage Loan (or relevant part thereof). The ability of a Borrower to repay an Interest-only Mortgage Loan at maturity will often depend on such Borrower's ability to refinance or sell the Mortgaged Asset or to obtain funds from another source. If a Borrower is not able to do so this may ultimately result in a reduction of amounts available to the Issuer and adversely affect its ability to make payments under the Notes.

#### **Payments on the Mortgage Receivables are subject to credit, liquidity and interest rate risks**

Payments on the Mortgage Receivables are subject to credit, liquidity and interest rate risks and will generally vary in response to, among other things, market interest rates, general economic conditions, the financial standing of Borrowers and other similar factors. Other factors such as loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies and bankruptcy filings by Borrowers and could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Receivables. There is therefore a risk that in respect of such payments the Issuer will not receive the proceeds under the Mortgage Receivables on time and in full or it will not receive the proceeds at all, thus causing temporary liquidity problems to the Issuer, despite in certain circumstances, the Cash Advance Facility provided by the Cash Advance Facility Provider. There can be no assurance that this mitigation will protect the Noteholders in full against this risk. As a result thereof, the Issuer may have insufficient funds available to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

The outbreak of COVID-19 may lead to an increase in delinquencies and bankruptcy filings by Borrowers and could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Receivables, see also the risk factor '*Risks related to COVID-19 forbearances*'.

#### **Risks of weaker economic conditions in certain geographic regions in the Netherlands**

To the extent that specific geographic regions within the Netherlands have experienced or may in the future experience 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 or an outbreak of a pandemic such as COVID-19 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 may lead to the Issuer having insufficient funds available to it to fulfil its payment obligations under the Notes and as a result, this may lead to losses under the Notes.

#### **Risks related to COVID-19 forbearances**

Governments in various countries have introduced measures aimed at preventing the further spread of COVID-19 and at mitigating the economic consequences of the outbreak. The Dutch government has announced economic measures aimed at protecting jobs, households' wages and companies, such as tax payment holidays, guarantee schemes and a compensation scheme for heavily affected sectors in the economy. Some Borrowers which are in distress due to COVID-19 may request payment holidays and be granted forbearances by the Seller. The Seller allows, subject to certain

conditions being met and on a borrower per borrower basis, borrowers to defer making payments under the receivables for a limited period. The amount deferred will not accrue interest and will be separately accounted for in the administration of the Seller. For this reason the Issuer will not include the amount deferred in the Outstanding Principal Amount of the Mortgage Receivables. The amount deferred as a result of the payment holidays will, until payment of such amount deferred, be reported separately and will result in a limited increase of the debt of the Borrower, a disruption in the scheduled payment of interest and principal and could result in higher losses under the Mortgage Receivables (albeit that the amounts are not included in the Outstanding Principal Amount of the Mortgage Receivables) and higher delinquencies in the future as a result of the increased payment obligations when the deferred payments are due. The Issuer will report the Mortgage Loans which have been granted forbearance in the report on the performance of the Mortgage Receivables on an aggregate basis. As a result, if the amounts collected are disrupted by a significant number of payment holidays, or the delinquencies increase, the Issuer may not be able to pay all amounts due under the Notes timely.

**Risk that payments on the Mortgage Receivables will not be received timely as a result of the Servicer Migration being implemented less swiftly than envisaged**

On the Closing Date, the Servicer will appoint Stater Nederland B.V. as sub-servicer in accordance with the Servicing Agreement to provide the Mortgage Loan Services. NN Bank has decided to provide the Mortgage Loan Services itself in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. including the Mortgage Receivables at a certain time after the Closing Date. Upon the Servicing Migration, the appointment of Stater Nederland B.V. as sub-servicer shall be terminated, which is expected to take place within three (3) months after the Closing Date. As of such date the Servicer shall perform the Mortgage Loan Services itself. In case the Servicing Migration is not completed correctly, there is a risk that as a consequence thereof the Issuer will not receive the proceeds under the Mortgage Receivables on time, thus causing temporary liquidity problems to the Issuer.

In addition, in connection with the Servicing Migration it is noted that in line with market practice in the Netherlands, no new SEPA direct debit form will be signed by the Borrowers and that the Borrowers will be notified that all direct debits will after the Servicing Migration be made to the Collection Accounts maintained by and in the name of NN Insurance Eurasia with ING Bank N.V. In case a Borrower objects to such change, there is a risk that as a consequence thereof the Issuer will not receive the proceeds under the Mortgage Receivables on time, thus causing temporary liquidity problems to the Issuer. Pursuant to the Cash Advance Facility, the Issuer can in certain circumstances make drawings under the Cash Advance Facility. However, there can be no assurance that this will protect the Noteholders in full against the liquidity risk and does not protect against any credit risk.

As a result thereof, the Issuer may have insufficient funds available to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

**Risk related to Foreclosure Value**

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 Receivable 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. There is therefore a risk that the Issuer will not receive the proceeds under the Mortgage Receivables in full or it will not receive the proceeds at all. As a result thereof, the Issuer may have insufficient funds available to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

**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. In general, valuations represent the analysis and opinion of the person performing the valuation at the time the valuation is prepared and are not guarantees of, and may not be indicative of, present or future value. There can be no assurance that another person would have arrived at the same valuation, even if such person used the same general approach to and same method of valuing the property.

Each valuation obtained in connection with the origination of the Mortgage Loans sought to establish the amount a typically motivated buyer would pay a typically motivated seller at the relevant time they were prepared. Such amount could be significantly higher than the amount obtained from the sale of a Mortgaged Asset under a distressed or liquidation sale. In addition, in many real estate markets, including in the Netherlands, property values may have varied

since the time the valuations were obtained, and therefore the valuations may not be or continue to be an accurate reflection of the current market value of the Mortgaged Assets. The current or future market value of the Mortgaged Assets could be lower than the values indicated in the appraisals obtained at the origination of the Mortgage Loans. In addition, differences exist between valuations due to the subjective nature of valuations and appraisals, particularly between different appraisers performing valuations at different points in time. For the avoidance of doubt, no revaluation of the Mortgaged Assets has been made for the purpose of this transaction.

If the foreclosure values realised in respect of a Mortgage Asset is lower than those reflected in the valuations, this could affect receipts on a foreclosure sale and subsequently on the Mortgage Loans if the relevant security rights on the Mortgaged Assets are required to be enforced. This may lead to the Issuer having insufficient funds available to it to fulfil its payment obligations under the Notes and as a result, this may lead to losses under the Notes.

The outbreak of COVID-19 may lead to a decrease in the market value of the Mortgaged Assets which as a result could be lower than the values indicated in the appraisals obtained at the origination of the Mortgage Loans, see also the risk factor '*Risks related to COVID-19*'.

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

No assurance can be given that values of the Mortgaged Assets have remained or will remain at the level at which they were on the date of origination of the related Mortgage Loans. Investors should be aware that Dutch house prices have declined significantly between 2008 and 2013 and as of 2013 the Dutch house prices have been rising again and there are regional differences, see the risk factor '*Risks of weaker economic conditions in certain geographic regions in the Netherlands*'. A decline in value can be caused by many different circumstances, including but not limited to individual circumstance relating to the Borrower (e.g. neglect of the property) or events that affect all Borrowers, such as catastrophic events such as, for instance, the outbreak of COVID-19, or a general or regional decline in value. These circumstances could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Receivables, this could affect receipts on the Mortgage Loans and may lead to the Issuer having insufficient funds available to it to fulfil its payment obligations under the Notes and as a result, this may lead to losses under the Notes.

#### **Risks related to NHG Guarantees**

Some of the Mortgage Loans will have the benefit of an NHG Guarantee. Pursuant to the terms and conditions (*voorwaarden en normen*) applicable to the NHG Guarantee, 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.

The terms and conditions of the NHG Guarantee stipulate that the NHG Guarantee will terminate upon expiry of a period of thirty (30) years after the establishment of the NHG Guarantee. Since part of the Mortgage Loans may have a maturity date which falls after the expiry date of the relevant NHG Guarantee, this will result in the Issuer not being able to claim for payment with Stichting WEW of a loss incurred after the term of the NHG Guarantee has expired. In respect of mortgage loans offered from 1 January 2014, the amount the offeror of mortgage loans can recover from Stichting WEW in case of losses under a NHG mortgage loan will be 90 per cent. (instead of 100 per cent.) of the total loss under the relevant NHG mortgage loan. Therefore, the Issuer may not be able to claim for payment with Stichting WEW the full loss incurred under such NHG mortgage loan. This may consequently lead to the Issuer having insufficient funds available to it to fulfil its payment obligations under the Notes and as a result, this may lead to losses under the Notes.

Finally, the terms and conditions of the NHG Guarantees stipulate that each NHG Guarantee (irrespective of the type of redemption of the mortgage loan) 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 Mortgage Loans*)), although it should be noted that as of 1 January 2013 the NHG Conditions stipulate that for new borrowers, the redemption types are limited to Annuity Mortgage Loans and Linear Mortgage Loans with a maximum term of thirty (30) years. This may result in the Issuer not being able to fully recover a loss incurred with Stichting WEW under the NHG Guarantee and may lead to a Realised Loss in respect of such Mortgage Loan and consequently, in the Issuer not being able to fully repay the Notes.

Under the new underwriting criteria (see section 6.5 (*NHG Guarantee Programme*)), Stichting WEW offers lenders the NHG Advance Rights, being the opportunity to receive an advance payment of expected loss, subject to certain conditions being met. In case the payment exceeded the amount payable by Stichting WEW under the surety as actual loss eligible for compensation, the person that exercises the NHG Advance Rights has a repayment obligation. This would for example be the case if the proceeds of the enforcement are higher than estimated, but also if the borrower

resumes payment in respect of the Mortgage Receivable. As a consequence, if the Issuer would exercise its NHG Advance Rights, it may be liable to repay when the payment under the NHG Advance Rights exceeded the amount payable by Stichting WEW under the surety. Therefore, if the Issuer would exercise any NHG Advance Rights, and no appropriate measures will be taken to ensure that the Issuer is able to meet such repayment obligation, the Issuer may have insufficient funds available to it to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

The Issuer has been advised that the NHG Advance Rights which will be assigned to the Issuer under the Mortgage Receivables Purchase Agreement and pledged to the Security Trustee under the Issuer Rights Pledge Agreement should probably be regarded as future receivables. The assignment and/or pledge of a future right is, under Dutch law, not effective if the assignor/pledgor is declared bankrupt or granted a suspension of payments pursuant to the Dutch Bankruptcy Code, prior to the moment such right comes into existence. This means that it is uncertain whether such assignment and/or pledge will be effective. (see risk factor '*Effectiveness of the rights of pledge to the Security Trustee in case of insolvency of the Issuer*').

For a description of the NHG Guarantees, see section 6.5 (*NHG Guarantee Programme*).

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

Under Dutch law and unless such right has been validly waived a debtor has a right of set-off if it has a claim that is due and payable which corresponds to its debt owed to the same counterparty and it is entitled to pay its debt as well as to enforce payment of its claim.

Subject to these requirements being met, each Borrower will be entitled to set off amounts due by the Seller to it (if any) with amounts it owes in respect of the Mortgage Receivable prior to notification of the relevant assignment of the Mortgage Receivable. As a result of the set-off of amounts due and payable by the Seller to the Borrower with amounts the Borrower owes in respect of the Mortgage Receivable, the Mortgage Receivable will, partially or fully, be extinguished (*gaat teniet*). Set-off by Borrowers could thus affect the proceeds under the Mortgage Receivables and as a result lead to losses under the Notes.

Claims against the Seller could, *inter alia*, result from current account balances or deposits made by such Borrower with the Seller, including, Construction Deposits and, in respect of Bank Savings Mortgage Loans, Bank Savings Deposits. Also, such claims of a Borrower against the Seller can, *inter alia*, result from services rendered by the Seller to the Borrower, such as investment advice or investment management services rendered by the Seller or for which the Seller is responsible or liable.

After assignment of the Mortgage Receivables to the Issuer and notification thereof to a Borrower, such Borrower will also have set-off rights vis-à-vis the Issuer, provided that the legal requirements for set-off are met (see above) and further provided that (i) the counterclaim of the Borrower against the Seller results from the same legal relationship as the Mortgage Receivable, or (ii) the counterclaim of the Borrower has been originated (*opgekomen*) and become due and payable (*opeisbaar*) prior to the assignment of the Mortgage Receivable and notification thereof to the relevant Borrower. The question whether a court will come to the conclusion that the Mortgage Receivable and the claim of the relevant Borrower against the 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. With respect to deposits it will depend on the terms of the deposit whether the balance thereof will be due and payable (*opeisbaar*) at the moment of notification of the assignment. The Seller may have a savings relationship, current accounts, Construction Deposits or other account relationships with the Borrower or may have such relationship in the future. For specific set-off issues relating to the Bank Savings Deposits, reference is made to *Risk of set-off or defences in case of Bank Savings Mortgage Loans*.

If notification of the assignment to the Issuer is made after the bankruptcy of the Seller having become effective, it is defended in legal literature that the Borrower will, irrespective of the notification of the assignment, continue to have the broader set-off rights afforded to it in the Dutch Bankruptcy Code vis-à-vis the Seller. Under the Dutch Bankruptcy Code a person which 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 at which 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 suspension of payments.

The Mortgage Receivables Purchase Agreement provides that if a Borrower sets off amounts due to it by the Seller against a Mortgage Receivable and, as a consequence thereof, the Issuer does not receive the amount which it is entitled to receive in respect of such Mortgage Receivable, the 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 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 Seller is not able to make such payments which would affect the ability of the Issuer to perform its payment obligations under the Notes. If the Seller would not meet the obligations under the Mortgage Receivables Purchase Agreement, set-off by Borrowers could affect the proceeds under the Mortgage Receivables and as a result lead to losses under the Notes.

In addition, the Mortgage Receivables Purchase Agreement provides that, if on any date, up to but excluding the date on which the Seller is assigned a rating by each of the Credit Rating Agencies which is at least the Requisite Credit Rating, the aggregate Potential Set-Off Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, (1) the Seller and the Issuer shall enter within fourteen (14) calendar days into a Financial Collateral Agreement and transfer to the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger an amount equal to the Potential Set-Off Collateral Amount, and at any time thereafter (a) the Seller will, within five (5) Business Days after each Notes Payment Date, transfer to the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger an amount equal to the positive difference between (i) the Potential Set-Off Collateral Amount and (ii) the balance standing to the credit of the Set-Off Collateral Ledger and/or (b) the Issuer will on any Notes Payment Date transfer to the Seller Bank Account an amount equal to the positive difference between (i) the balance standing to the credit of the Set-Off Collateral Ledger and (ii) the Potential Set-Off Collateral Amount, in accordance with the terms of such Financial Collateral Agreement or (2) the Seller may at its option repurchase and accept the re-assignment from the Issuer of only (but not more than) such number of Mortgage Receivables having the highest Potential Set-Off Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Potential Set-Off Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations. If the above provisions in the Mortgage Receivables Purchase Agreement would not be enforceable vis-à-vis the Seller or the amount in respect of which the Borrower invokes set-off exceeds the amount deposited in the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger, any set-off by a Borrower could lead to losses under the Notes.

For specific set-off issues relating to the Bank Savings Mortgage Loans, Savings Mortgage Loans, Switch Mortgage Loans or Life Mortgage Loans, reference is made to *Risk of set-off or defences in case of Bank Savings Mortgage Loans, Risk of set-off and defences by Borrowers in case of insolvency of NN Leven as the insurance company in respect of the Life Mortgage Loans, the Savings Mortgage Loans and the Switch Mortgage Loans and Risks related to offering of Life Mortgage Loans and Switch Mortgage Loans with a Unit-Linked Alternative* below.

#### **Risk related to the Construction Deposits being set-off with the Mortgage Receivable**

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 Issuer and the Seller will agree in the Mortgage Receivables Purchase Agreement that the Issuer is entitled to withhold from each Initial Purchase Price an amount equal to the relevant Construction Deposit. Such amount will be deposited on the Construction Deposit Account. On each Notes Payment Date the Issuer will release from the Construction Deposit Account such part of the Initial Purchase Prices which equals the difference between the aggregate Construction Deposits on the last day of the immediately preceding Mortgage Calculation Period and the balance standing to the credit of the Construction Deposit Account and pay such amount to the Seller.

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 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 be set off 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 Seller to pay the remaining part of the relevant Initial Purchase Price and an amount equal to such remaining part of the relevant Initial Purchase Price will be transferred from the Construction Deposit Account to the Issuer Collection Account, and form part of the Available Principal Funds.

The Issuer has been advised that based on case law and legal literature uncertainty remains whether on the basis of the applicable terms and conditions the part of the Mortgage Receivables relating to the Construction Deposits are considered to be existing receivables. It could be argued that such part of the Mortgage Receivable concerned 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 Seller is declared bankrupt or has become subject to other insolvency procedures. In such a situation, the Issuer will have no further obligation to pay out to the Seller the remaining of the relevant Initial Purchase Price(s).

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

The Life Mortgage Loans have the benefit of Life Insurance Policies and the Savings Mortgage Loans and the Switch Mortgage Loans have the benefit of Savings Insurance Policies or Switch 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 NN Leven (being the 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. In such case the rights of the Security Trustee will be similarly affected. This could lead to losses under the Notes.

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

The Seller holds the rights as beneficiary under the relevant Insurance Policy, except that in certain cases another beneficiary is appointed who will rank ahead of the Seller, provided that, inter alia, the relevant beneficiary has given a Borrower Insurance Proceeds Instruction. The Seller will only have a claim on NN Leven as beneficiary if it accepts the appointment as beneficiary by delivering a statement to this effect to NN Leven. The Seller can only accept such appointment as beneficiary by written notification to NN Leven of (i) the acceptance and (ii) the written consent by the insured, unless the appointment as beneficiary has become irrevocable. The assignment and pledge of the Beneficiary Rights will only be completed upon notification to NN Leven (being the insurance company), which is not expected to occur prior to the occurrence of an Assignment Notification Event. Furthermore, the Issuer has been advised that it is uncertain whether this assignment and pledge will be effective, therefore it is uncertain whether the Seller has any Beneficiary Rights.

Furthermore, the Issuer has been advised that it is unlikely that the appointment of the Seller as beneficiary will be regarded as an ancillary right and that it will follow the Mortgage Receivables upon assignment or pledge thereof. The Beneficiary Rights will be assigned by the Seller to the Issuer and will be pledged to the Security Trustee by the Issuer (see section 4.7 (*Security*) below).

In the event that a Borrower Insurance Proceeds Instruction has been given, the Seller has undertaken in the Mortgage Receivables Purchase Agreement to use its best efforts, following an Assignment Notification Event, to withdraw the Borrower Insurance Proceeds Instruction in favour of the Seller and to issue the Borrower Insurance Proceeds Instruction in favour of (i) the Issuer subject to the dissolving condition of the occurrence of a Pledge Notification Event and (ii) the Security Trustee under the condition precedent of the occurrence of a Pledge Notification Event. 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. It is uncertain whether such co-operation will be forthcoming.

If (i) the Issuer or the Security Trustee, as the case may be, has not become beneficiary of the Insurance Policies and (ii) the assignment and pledge of the Beneficiary Rights are not effective, any proceeds under the Insurance Policies will be payable to the Seller or to another beneficiary, instead of the Issuer or the Security Trustee, as the case may be, up to the amount of any claims the Seller may have on the relevant Borrower. If the proceeds are paid to the 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. If the proceeds are paid to the Seller and the Seller does not pay the amount involved to the Issuer or the Security Trustee, as the case may be, for example in the case of bankruptcy of the 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 Mortgage Receivable. This may lead to the Borrower trying to invoke set-off or defences against the Issuer or the Security Trustee, as the case may be, for the amounts so received by the Seller or another beneficiary, as the case may be.

Accordingly, the Issuer's rights and the Security Trustee's rights as pledgee in respect of insurance policies containing a beneficiary clause or a payment instruction in favour of the Seller may be subject to limitations under Dutch insolvency law, which may, in turn, lead to losses under the Notes.

#### **B. SET-OFF RISKS OR DEFENCES RELATING TO COUNTERCLAIMS UNDER LIFE MORTGAGE LOANS, SAVINGS MORTGAGE LOANS, SWITCH MORTGAGE LOANS AND BANK SAVINGS MORTGAGE LOANS**

### **Risk of set-off or defences in case of Bank Savings Mortgage Loans**

Each Bank Savings Mortgage Loan has the benefit of the balances standing to the credit of the Bank Savings Account which is held with the Bank Savings Participant. In respect of the relevant Bank Savings Deposits, the intention is that at the maturity of the relevant Bank Savings Mortgage Loans, such Bank Savings Deposits will be used to repay the relevant Mortgage Receivable, 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 Bank Savings Mortgage Receivable. 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 have the result that the Mortgage Receivables will be, fully or partially, extinguished (*tenietgaan*) or cannot be recovered for other reasons, which could lead to losses under the Notes.

As of 1 January 2014 the Bank Savings Deposit will be set off with the relevant Bank Savings Mortgage Receivable by operation of law, if and when in respect of the Seller (i) the DGS has been instituted by the Dutch Central Bank, or (ii) bankruptcy (*faillissement*) has been declared, irrespective of any rights of third parties, such as the Issuer, with respect to the Bank Savings Mortgage Receivable.

Furthermore, each Borrower under the relevant Bank Savings Mortgage Loan will have general set-off rights (see *Set-off by Borrowers may affect the proceeds under the Mortgage Receivables*) and if the conditions for set-off are met will be entitled to set off amounts due by the Bank Savings Participant under the Bank Savings Deposit with the relevant Bank Savings Mortgage Receivable.

In view thereof, the Bank Savings Participation Agreement has been entered into between the Issuer, the Security Trustee and the Bank Savings Participant (see also section 7.6 (*Sub-Participation*) 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 sum of the relevant Bank Savings Participation. However, there is a risk that the amount for which the Borrower can invoke set-off or defences may, depending on the circumstances, exceed the sum of the relevant Bank Savings Participation. The remaining risk will be that if and to the extent that the amount for which a Borrower successfully invokes set-off or defences would exceed the sum of the relevant Bank Savings Participation, such set-off or defences could lead to losses under the Notes.

### **Risk of set-off and defences by Borrowers in case of insolvency of NN Leven as the insurance company in respect of the Life Mortgage Loans, the Savings Mortgage Loans and the Switch Mortgage Loans**

Under the Life Mortgage Loans, Savings Mortgage Loans and Switch Mortgage Loans, the Seller has the benefit of rights under the Insurance Policies. Under the Insurance Policies the Borrowers pay premium consisting of a risk element and a savings or investment element. The intention of the Insurance Policies is that at maturity of the relevant Mortgage Loan, the proceeds of the savings or investments can be used to repay the relevant Mortgage Loan, whether in full or in part. If NN Leven is no longer able to meet its obligations under the Insurance Policies, for example as a result of bankruptcy, this could result in the amounts payable under the Insurance Policies either not, or only partly, being available for application in reduction of the relevant Mortgage Receivables. This may lead to the Borrowers trying to invoke set-off rights and defences which may have the result that such Mortgage Receivables will be, fully or partially, extinguished (*teniet gaan*) or cannot be recovered for other reasons, which could lead to losses under the Notes.

The Borrowers will, in order to invoke a right of set-off, need to comply with the applicable legal requirements for set-off. One of these requirements is that the Borrower should have a claim, which corresponds to his debt to the same counterparty. In respect of Mortgage Receivables that have been granted by Amstelhuys N.V. which merged into the Seller and to which an Insurance Policy with Delta Lloyd Levensverzekering N.V. which merged into NN Leven is connected, in order to invoke a right of set-off, the Borrowers would have to establish that the Seller and NN Leven should be regarded as one legal entity or, possibly, based upon interpretation of case law, that set-off is allowed, even if the Seller and NN Leven are not considered as one legal entity, since the Insurance Policies and the Mortgage Loans might be regarded as one inter-related legal relationship.

Furthermore, the Borrowers should have a counterclaim that is enforceable. If NN Leven is declared bankrupt, the Borrower will have the right unilaterally to terminate the Insurance Policy and to receive a commutation payment (*afkoopsom*). These rights are subject to the Borrower Insurance Pledge. It could be argued that the Borrower on this basis will not be entitled to invoke a right of set-off for the commutation payment, vis-à-vis the Seller. However, the Borrower may, as an alternative to the right to terminate the Insurance Policies, possibly rescind the Insurance Policy and may invoke a right of set-off vis-à-vis the Seller or, as the case may be, the Issuer for its claim for restitution of premiums paid and/or supplementary damages. It is uncertain whether such claim is subject to the Borrower Insurance

Pledge. If not, the Borrower Insurance Pledge would not obstruct a right of set-off in respect of such claim by the Borrowers.

Even if the Borrowers cannot invoke a right of set-off, they may invoke defences vis-à-vis the Seller, the Issuer and/or the Security Trustee, as the case may be. The Borrowers will naturally have all defences afforded by Dutch law to debtors in general. A specific defence one could think of would be based upon interpretation of the Mortgage Conditions and the promotional materials relating to the Mortgage Loans. Borrowers could argue that the Mortgage Loans and the Insurance Policies are to be regarded as one inter-related legal relationship and could on this basis claim a right of annulment or rescission of the Mortgage Loans or possibly suspension of their obligations thereunder. They could also argue that it was the intention of the Borrower, Amstelhuys N.V. which merged into the Seller and Delta Lloyd Levensverzekering N.V. which merged into NN Leven, at least they could rightfully interpret the Mortgage Conditions and the promotional materials in such a manner, that the Mortgage Receivable would be (fully or partially) repaid by means of the proceeds of the relevant 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, a defence could be based upon principles of reasonableness and fairness (*redelijkheid en billijkheid*) in general, i.e. that it is contrary to principles of reasonableness and fairness for the Borrower to be obliged to repay the Mortgage Receivable to the extent that he has failed to receive the proceeds of the Insurance Policy. The Borrowers could also base a defence on "error" (*dwaling*), i.e. that the Mortgage Loans and the Insurance Policy were 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 relevant Mortgage Receivable.

### **Life Mortgage Loans**

Besides the general risk of such set-off or defences being successful (as described in the general risk factor '*Risk of set-off and defences by Borrowers in case of insolvency of NN Leven as the insurance company in respect of the Life Mortgage Loans, the Savings Mortgage Loans and the Switch Mortgage Loans*'), there is a specific risk of such set-off or defences in respect of Life Mortgage Loans originated by Amstelhuys N.V. (which merged into the Seller) and Life Insurance Policies taken out with Delta Lloyd Levensverzekering N.V. (which merged into NN Leven). If, in case of bankruptcy of NN Leven (as the legal successor of Delta Lloyd Levensverzekering N.V.), the Borrowers/insured will not be able to recover their claims under their Life Insurance Policies, the Issuer has been advised that, in view of the preceding paragraphs and notwithstanding the representation by the Seller that with respect to Life Mortgage Loans (i) a Borrower Insurance Pledge is granted on the rights under such policy in favour of the Seller, (ii) the Life Mortgage Loan and the Life Insurance Policy are in Amstelhuys N.V.'s (which merged into the Seller) or Delta Lloyd Levensverzekering N.V.'s (which merged into NN Leven) promotional materials not offered as one combined mortgage and life insurance product or under one name and (iii) the Borrower is not obliged to enter into the Life Insurance Policy with an Insurance Company which is a group company of the Seller, the possibility certainly cannot be disregarded (*kan zeker niet worden uitgesloten*) that such set-off or defences would be successful as the Seller and the insurance company belong to the same group of companies and the Life Insurance Policy has been entered into simultaneously with the Life Mortgage Loan.

### **Savings Mortgage Loans and Switch Mortgage Loans**

Besides the general risk of such set-off or defences being successful (as described in the general risk factor '*Risk of set-off and defences by Borrowers in case of insolvency of NN Leven as the insurance company in respect of the Life Mortgage Loans, the Savings Mortgage Loans and the Switch Mortgage Loans*'), the Issuer has been advised that in respect of Savings Mortgage Loans and Switch Mortgage Loans, there is a considerable risk (*een aanmerkelijk risico*) that such a set-off or defence would be successful in view of, *inter alia*, the close connection between the Savings Mortgage Loan or Switch Mortgage Loan and the Savings Insurance Policy or the Switch Insurance Policy, as applicable.

In respect of Savings Mortgage Loans and Switch Mortgage Loans which are subject to an Insurance Savings Participation, the Insurance Savings Participation Agreement will provide that should a Borrower invoke a defence, including but not limited to a right of set-off or counterclaim in respect of such Savings Mortgage Loan or Switch Mortgage Loans if, for whatever reason, the Insurance Savings Participant does not pay the insurance proceeds when due and payable, whether in full or in part, under the relevant Savings Insurance Policy or Switch Insurance Policy and, as a consequence thereof, the Issuer will not have received any amount outstanding prior to such event in respect of the relevant Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative, the relevant Insurance Savings Participation of the Insurance Savings Participant will be reduced by an amount equal to the amount which the Issuer has failed to receive. The amount of the Insurance Savings Participation is equal to the amounts of Savings Premium received by the Issuer from the Insurance Savings Participant plus the accrued yield on such amount (see section 7.6 (*Sub-Participations*)). Therefore, normally the Issuer will not suffer any damages if the Borrower invokes any such set-off or defence, if and to the extent that the amount for which the Borrower invokes set-off or defences does not

exceed the amount of the Insurance Savings Participation. However, there is a risk that the amount for which the Borrower can invoke set-off or defences may, depending on the circumstances, exceed the amount of the Insurance Savings Participation. If and to the extent that the amount for which a Borrower successfully invokes set-off or defences would exceed the Insurance Savings Participation, such set-off or defences could lead to losses under the Notes.

The Insurance Savings Participation Agreement will only apply to the Switch Mortgage Receivables with a Savings Alternative. Consequently, the risk of set-off or defences, as described above, applies without limitation and is not mitigated by the Insurance Savings Participation Agreement in case of a Switch Mortgage Loans with the Unit-Linked Alternative.

#### **Risks related to offering of Life Mortgage Loans and Switch Mortgage Loans with a Unit-Linked Alternative**

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 Life Mortgage Loans and Switch Mortgage Loans with a Unit-Linked Alternative. In addition, several codes of conduct apply on a voluntary basis. On the basis of these provisions offerors of these products (and intermediaries) have a duty, inter alia, to provide the 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 the customer on the basis of breach of contract or tort or the relevant contract may be dissolved (*ontbonden*) or nullified (*vernietigd*) or a borrower may claim set-off or defences against the Seller. 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 risk of such claims being made increases, if the value of investments made under investment mortgage loans or life insurance policies is not sufficient to redeem the relevant mortgage loans.

In this respect it is further of note that since the end of 2006, unit-linked products (commonly referred to in Dutch as '*beleggingsverzekeringen*') have received negative attention in the Dutch media, from the Dutch Parliament, the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten*) and consumer protection organisations. Costs of unit-linked products sold in the past are perceived as too high and Dutch insurers are in general being accused of being insufficiently transparent in their offering of such unit-linked products. The criticism on unit-linked products led to the introduction of compensation schemes by Dutch insurance companies that have offered unit-linked products. In 2008 and 2010, NN Group and Delta Lloyd (and ABN AMRO Levensverzekering in 2010) reached agreements with consumer protection organisations to offer compensation to unit-linked policyholders. The agreements with the consumer protection organisations are not binding to policyholders, and consequently, do not prevent individual policyholders from initiating legal proceedings against NN Group's Dutch insurance subsidiaries.

There has been for some time and there continues to be political, regulatory and public attention focused on the unit-linked issue in general. Elements of unit-linked policies are being challenged or may be challenged on multiple legal grounds in current and future legal proceedings. There is a risk that one or more of those legal challenges will succeed.

Rulings or announcements made by courts or decision-making bodies or actions taken by regulators or governmental authorities against Dutch insurance companies (including NN Leven) in respect of unit-linked products, or settlements or any other actions to the benefit of customers (including product improvements or repairs) by other Dutch insurance companies towards consumers, consumer protection organisations, may indirectly affect the Life Mortgage Loans and Switch Mortgage Loans with a Unit-Linked Alternative.

In case of Mortgage Receivables to which a Life Insurance Policy or Switch Insurance Policies is connected, the analysis is similar to the situation in case of insolvency of the insurer (see *Risk of set-off and defences by Borrowers in case of insolvency of NN Leven as the insurance company in respect of the Life Mortgage Loans, the Savings Mortgage Loans and the Switch Mortgage Loans*), except if the Seller is itself liable, whether jointly with the insurer or separately, vis-à-vis the Borrower/insured. In this situation, which may depend on the involvement of the Seller in the marketing and sale of the insurance policy, set-off or defences against the Issuer could be invoked, which will probably only become relevant if the insurer and/or the Seller will not indemnify the Borrower.

Any such set-off or defences may lead to losses under the Notes.

### **C. RISKS REGARDING THE SECURITY**

#### **Effectiveness of the rights of pledge to the Security Trustee in case of insolvency of the Issuer**

Under or pursuant to the Pledge Agreements, various rights of pledge will be granted by the Issuer to the Security Trustee. On the basis of these pledges the Security Trustee can exercise the rights afforded by Dutch law to pledgees notwithstanding of any bankruptcy or suspension of payments of the Issuer. The Issuer is a special purpose vehicle. Most creditors (including the parties to the Transaction Documents) have agreed to limited recourse and non-petition provision and the Issuer is therefore unlikely to become insolvent. However, any bankruptcy or suspension of payments involving the Issuer would affect the position of the Security Trustee as pledgee in some respects, the most important of which are: (i) payments made by the Borrowers to the Issuer after notification of the assignment to the Issuer, but prior to notification of the pledge to the Security Trustee and after bankruptcy or suspension of payments of the Issuer will form part of the bankruptcy estate of the Issuer, although the Security Trustee has the right to receive such amounts by preference after deduction of certain costs, (ii) a mandatory 'cool-off' period of up to four (4) months may apply in case of bankruptcy or suspension of payments involving the Issuer, which, if applicable would delay the exercise (*uitwinnen*) of the right of pledge on the Mortgage Receivables, but not the collection (*innen*) thereof and (iii) the Security Trustee may be obliged to enforce its right of pledge within a reasonable period following bankruptcy as determined by the judge-commissioner (*rechter-commissaris*) appointed by the court in case of bankruptcy of the Issuer.

To the extent the receivables pledged by the Issuer to the Security Trustee are future receivables, the right of pledge on such future receivables cannot be invoked against the estate of the Issuer if any such future receivable comes into existence after the Issuer has been declared bankrupt or has been granted a suspension of payments. The Issuer has been advised that certain assets pledged to the Security Trustee under the Issuer Rights Pledge Agreement should and the NHG Advance Rights probably be regarded as future receivables. This would for example apply to amounts paid to the Issuer Collection Account following the Issuer's bankruptcy or suspension of payments.

#### **Risks related to the creation of pledges on the basis of the Parallel Debt**

Under Dutch law it is uncertain whether a security right can be validly created in favour of a party which is not the creditor of the claim which the security right purports to secure. Consequently, in order to secure the valid creation of the pledges under the Pledge Agreements in favour of the Security Trustee, the Issuer has in the Trust Agreement, as a separate and independent obligation, by way of parallel debt, undertaken to pay to the Security Trustee amounts equal to the amounts due by it to the Secured Creditors. There is no statutory law or case law available on the concept of parallel debts such as the Parallel Debt and on the question whether a parallel debt constitutes a valid basis for the creation of security rights, such as rights of pledge (see also section 4.7 (*Security*)). However, the Issuer has been advised that a parallel debt, such as the Parallel Debt, creates a claim of the Security Trustee thereunder which can be validly secured by a right of pledge such as the rights of pledge created by the Pledge Agreements and the Deed of Assignment and Pledge. Should the Parallel Debt not constitute a valid basis for the creation of security rights, the Pledged Assets may secure only some or even none of the liabilities of the Issuer to the Secured Creditors.

The Security Trustee is a special purpose vehicle and is unlikely to become insolvent, *inter alia*, as a result of non-petition and limited recourse covenants and obligations. However, any payments in respect of the Parallel Debt and any proceeds received by the Security Trustee are, in the case of an insolvency 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, which may lead to losses under the Notes. Should the Security Trustee become insolvent, the Secured Creditors will have an unsecured claim on the bankrupt estate of the Security Trustee.

#### **Risk that All Moneys Security Rights will not follow the Mortgage Receivables upon assignment to the Issuer**

The Mortgage Deeds relating to the Mortgage Receivables to be sold to the Issuer provide for All Moneys Mortgages, meaning that the mortgage rights created pursuant to such Mortgage Deeds not only secure the loan granted by the Seller to the Borrower for the purpose of acquiring the relevant Mortgaged Asset, but also other liabilities and moneys that the Borrower, now or in the future, may owe to the Seller resulting from loans or other credit. Such Mortgage Loans also provide for rights of pledge granted in favour of the Seller, which are All Moneys Pledges.

Under Dutch law a mortgage right is an accessory right (*afhankelijk recht*) which follows by operation of law the receivable with which it is connected. Furthermore, a mortgage right is an ancillary right (*nevenrecht*) and the assignee of a receivable secured by an ancillary right will have the benefit of such right, 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.

Although the prevailing view in the past, that such an all moneys security right will as a general rule not follow as an accessory right upon assignment of a receivable which it secures is still defended, the Issuer has been advised that the better view is that as a general rule an all moneys security right in view of its nature follows the receivable as an accessory right upon its assignment. Whether in the particular circumstances involved the all moneys security right will remain with the original holder of the security right will be a matter of interpretation of the relevant deed creating the security right.

The Seller will represent and warrant that the mortgage deeds either (i) contain provisions that in case of assignment and/or pledge of a Mortgage Receivable to a third party, the Mortgage or related right of pledge will partially follow, *pro rata*, the Mortgage Receivable if it is assigned and/or pledged to a third party or (ii) do not contain any explicit provision on the issue whether in case of an assignment and/or a pledge of a Mortgage Receivable to a third party, the Mortgage or related right of pledge will partially follow the Mortgage Receivable if it is assigned and/or pledged to a third party. As a consequence thereof there is either no clear indication of the intention of the parties or a clear indication of the intention of the parties in this respect. The Issuer has been advised that in the absence of circumstances giving an indication to the contrary, the All Moneys Security Right should (partially) follow the receivable as an accessory and ancillary right upon its assignment, but that there is no case law explicitly supporting this advice and that, consequently, it is not certain what the Netherlands courts would decide if this matter were to be submitted to them, particularly taking into account the prevailing view of Dutch commentators on all moneys security rights in the past, which view continues to be defended by some legal authors.

Furthermore, with respect to the Mortgage Receivables it is noted that if the Issuer or the Security Trustee, as the case may be, does not have the benefit of the All Moneys Mortgage, it also will not be entitled to claim under any NHG Guarantee.

If an All Moneys Mortgage has not (partially) followed the Mortgage Receivable upon assignment to the Issuer, the Issuer and/or the Security Trustee will not have the benefit of such security right. This will materially affect the ability of the Issuer to take recourse on the Mortgaged Asset and the Borrower in case the Borrower defaults under the Mortgage Loans and may affect the ability of the Issuer to meet its payment obligations under the Notes.

The preceding paragraph applies *mutatis mutandis* with respect to Borrower Pledges and the pledge of the Mortgage Receivables by the Issuer to the Security Trustee under the Issuer Mortgage Receivables Pledge Agreement and the Deed of Assignment and Pledge. The above factors could lead to lower proceeds received by the Issuer under the Mortgage Receivables and ultimately to losses under the Notes.

#### **Risk related to jointly-held All Moneys Security Rights by the Seller, the Issuer and the Security Trustee**

If the All Moneys Security Rights have (partially) followed the Mortgage Receivables upon their assignment by the Seller to the Issuer, the All Moneys Security Rights will be jointly-held by the Issuer (or the Security Trustee) and the Seller and will secure both the Mortgage Receivables held by the Issuer (or the Security Trustee, as pledgee) and any Other Claims.

Where the All Moneys Security Rights are jointly-held by the Issuer or the Security Trustee and the Seller, the rules applicable to a joint estate (*gemeenschap*) apply. The Dutch Civil Code provides for various mandatory rules applying to such jointly-held rights. In the Mortgage Receivables Purchase Agreement, the Seller, the Issuer and the Security Trustee have agreed that the Issuer and/or the Security Trustee (as applicable) will manage and administer such jointly-held rights (together with the arrangements regarding the share (*aandee*) set out in the next paragraph, the **Joint Security Right Arrangements**). Certain acts, including acts concerning the day-to-day management (*beheer*) of the jointly-held rights, may under Dutch law be transacted by each of the participants (*deelgenoten*) in the jointly-held rights. All other acts must be transacted by all of the participants acting together in order to bind the jointly-held rights. It is uncertain whether the foreclosure of the All Moneys Security Rights will be considered as day-to-day management, and, consequently it is uncertain whether the consent of the Seller or the Seller's bankruptcy trustee (*curator*) (in case of bankruptcy), may be required for such foreclosure.

The Seller, the Issuer and the Security Trustee will agree that in case of foreclosure the share (*aandee*) in each jointly-held All Moneys Security Right of the Issuer and/or the Security Trustee will be equal to the Outstanding Principal Amount of the Mortgage Receivable, increased with interest and costs, if any, and the share of the Seller be equal to the Net Foreclosure Proceeds less the Outstanding Principal Amount, increased with interest and costs, if any (provided that, if the outcome thereof is negative, this will not lead to an obligation of the Seller to reimburse the Issuer for the amount of the outcome).

It is not certain that this arrangement will be enforceable against the Seller, or, in the event of its bankruptcy, its bankruptcy trustee (*curator*) and in such case the cooperation of the Seller, or its bankruptcy trustee, might be required to enforce and the proceeds might be shared *pro rata*. Furthermore it is noted that these arrangements may not be effective against the Borrower.

If (a bankruptcy trustee of) the Seller would, notwithstanding the arrangement set out above, enforce the jointly-held All Moneys Security Rights securing the Mortgage Receivables, the Issuer and/or the Security Trustee would have a claim

against the Seller (or, as the case may be, its bankruptcy estate) for any damages as a result of a breach of the contractual arrangements, but such claim would be unsecured and non-preferred.

In view of the protection of the interests of the Issuer it is agreed in the Mortgage Receivables Purchase Agreement that in the event of a breach by the Seller of its obligations under these arrangements or if any of such arrangement is dissolved, void, nullified or ineffective for any reason in respect of the Seller, the Seller shall forthwith compensate the Issuer and/or the Security Trustee (as applicable) for any and the Other Claim Loss Amounts. Receipt of such amount by the Issuer and/or the Security Trustee is subject to the ability of the Seller to actually make such payments. If the Seller would not make such payments, this could result in losses under the Notes.

In addition, the Mortgage Receivables Purchase Agreement will provide that, if on any date, up to but excluding the date on which the Seller is assigned a rating by each of the Credit Rating Agencies which is at least the Requisite Credit Rating, the Other Claim Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, (a) the Seller and the Issuer shall enter within fourteen calendar (14) days into a Financial Collateral Agreement and transfer to the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger an amount equal to the Other Claim Collateral Amount, and at any time thereafter (a) the Seller will, within five (5) Business Days after each Notes Payment Date, transfer to the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger an amount equal to the positive difference between (i) the Other Claim Collateral Amount and (ii) the balance standing to the credit of the Other Claim Collateral Ledger and/or (b) the Issuer will, on any Notes Payment Date, transfer to the Seller Bank Account an amount equal to the positive difference between (i) the balance standing to the credit of the Other Claim Collateral Ledger and (ii) the Other Claim Collateral Amount, in accordance with the terms of such Financial Collateral Agreement or (b) the Seller may at its option repurchase and accept the re-assignment from the Issuer of only (but not more than) such number of Mortgage Receivables having the highest Other Claim Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Other Claim Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations. If the above provisions in the Mortgage Receivables Purchase Agreement would not be enforceable vis-à-vis the Seller or the Other Claim Loss Amount exceeds the amount deposited in the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger, this may lead to losses under the Notes.

To further secure the obligations of the Seller under the jointly-held security rights arrangement as set out above, the Seller shall have an obligation to vest (a) a first ranking right of pledge in favour of the Security Trustee and (b) a second ranking right of pledge in favour of the Issuer on the Other Claims promptly but in any event within two (2) Business Days upon the occurrence of an Assignment Notification Event to secure the Secured Liabilities (in respect of (a)) and any Other Claim Loss Amount (in respect of (b)). However, after the Seller is declared bankrupt pursuant to the Dutch Bankruptcy Code, the Seller no longer has the power to pledge its Other Claims in favour of the Issuer and/or the Security Trustee. If the Seller would not pledge its Other Claims, this could result in losses under the Notes.

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

All rights of a Borrower under certain insurance policies have been pledged to the Seller under a Borrower Pledge. The Issuer has been advised that it is probable that the right to receive payment, including the commutation payment (*afkoopsom*), under the insurance policies will be regarded by a Dutch court as a future right. The pledge of a future right is, under Dutch law, not effective if the pledgor is declared bankrupt, granted a suspension of payments or a debt restructuring scheme pursuant to the Dutch Bankruptcy Code, prior to the moment such right comes into existence. This means that it is uncertain whether such pledge will be effective. Furthermore, reference is made to '*Risk that the All Moneys Security Rights will not follow the Mortgage Receivables upon assignment to the Issuer*'.

## 2. TRANSACTION OVERVIEW

*This overview must be read as an introduction to this Prospectus and any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole, including any amendment and/or any supplement thereto. This overview is not a summary within the meaning of Article 7 of the Prospectus Regulation.*

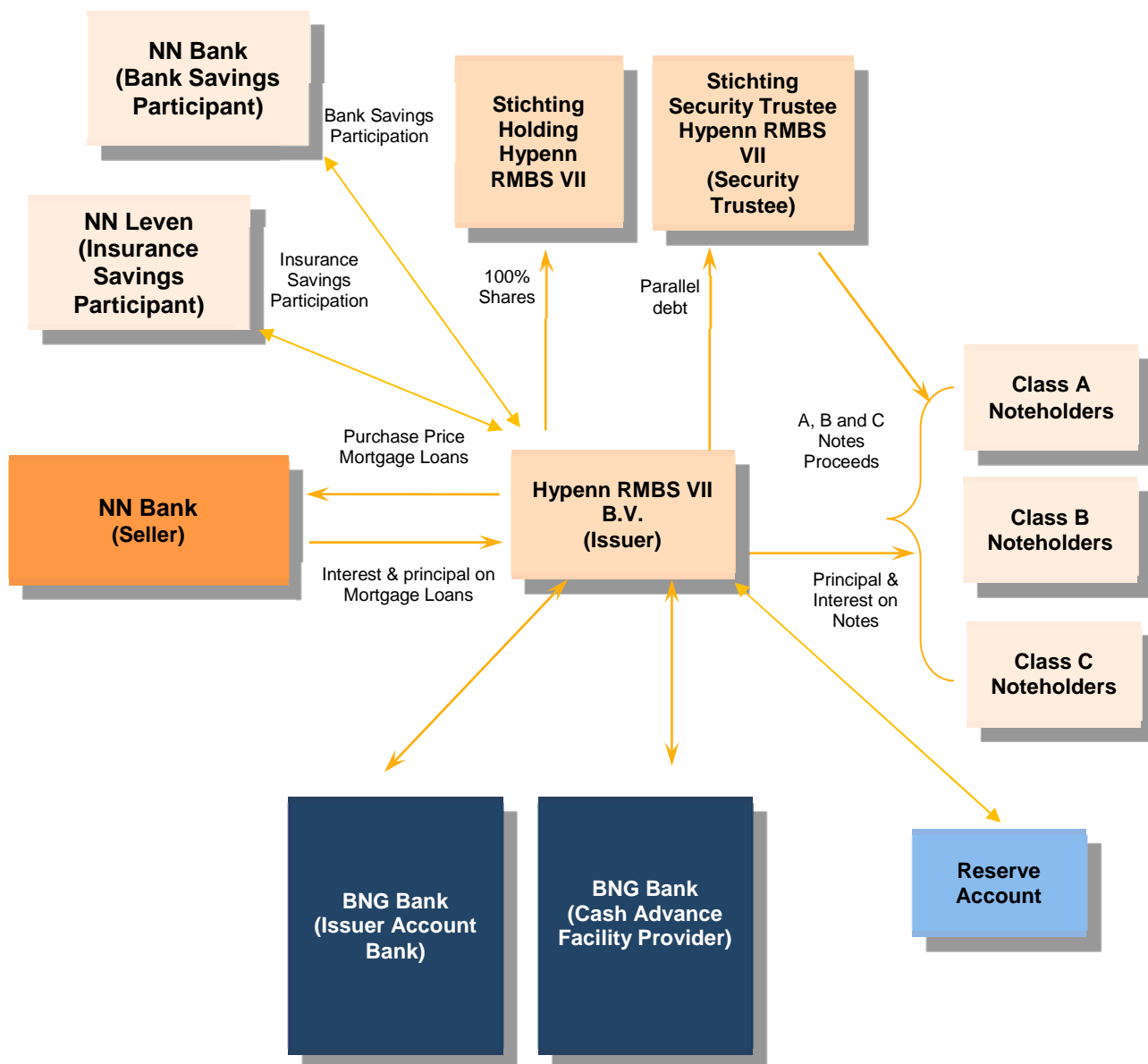
*Unless otherwise indicated in this Prospectus or the context otherwise requires, capitalised terms used in this Prospectus have the meaning ascribed thereto in section 9.1 (Definitions) of the Glossary of Defined Terms set out in this Prospectus.*

*The principles of interpretation set out in section 9.2 (Interpretation) of the Glossary of Defined Terms in this Prospectus shall apply to this Prospectus.*



## 2.1 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 Prospectus.



## 2.2 PRINCIPAL PARTIES

*Certain parties set out below may be replaced in accordance with the terms of the Transaction Documents.*

<b>Issuer:</b>	Hypenn RMBS VII B.V, incorporated under Dutch law as a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) having its corporate seat in Amsterdam and registered with the Commercial Register of the Chamber of Commerce under number 78107989. The entire issued share capital of the Issuer is held by the Shareholder.
<b>Shareholder:</b>	Stichting Holding Hypenn RMBS VII, established under Dutch law as a foundation ( <i>stichting</i> ) having its corporate seat in Amsterdam and registered with the Commercial Register of the Chamber of Commerce under number 78060761.
<b>Security Trustee:</b>	Stichting Security Trustee Hypenn RMBS VII, established under Dutch law as a foundation ( <i>stichting</i> ) having its corporate seat in Amsterdam and registered with the Commercial Register of the Chamber of Commerce under number 78022177.
<b>Seller:</b>	Nationale-Nederlanden Bank N.V., incorporated under Dutch law as a public company with limited liability ( <i>naamloze vennootschap</i> ), having its corporate seat in 's-Gravenhage, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 52605884 as legal successor of Amstelhuys N.V. which granted the Mortgage Loans and which was merged into the Seller on 1 December 2019 ( <b>NN Bank</b> ).
<b>Servicer:</b>	NN Bank.
<b>Issuer Administrator:</b>	NN Bank.  If the Capital Requirement Trigger Event occurs or two (2) Business Days have lapsed upon the Issuer becoming aware of a material default by NN Bank of the performance of the Issuer Services which is not remedied within ten (10) Business Days, NN Bank will be replaced by the Back-Up Issuer Administrator in accordance with the Administration Agreement to carry out the Issuer Services.
<b>Back-Up Issuer Administrator</b>	Intertrust Administrative Services B.V.
<b>Cash Advance Facility Provider:</b>	BNG Bank N.V., incorporated under Dutch law as a public company with limited liability ( <i>naamloze vennootschap</i> ), having its corporate seat in 's-Gravenhage, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 27008387 ( <b>BNG Bank</b> ).
<b>Issuer Account Bank:</b>	BNG Bank.
<b>Directors:</b>	Intertrust Management B.V., the sole director of the Issuer and of the Shareholder and Erevia B.V., the sole director of the Security Trustee.
<b>Paying Agent:</b>	ABN AMRO Bank N.V., incorporated under Dutch law as a public company with limited liability ( <i>naamloze vennootschap</i> ), having its corporate seat in Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 34334259 ( <b>ABN AMRO</b> )
<b>Listing Agent:</b>	ABN AMRO.
<b>Arranger:</b>	NN Bank.

<b>Manager:</b>	NN Bank.
<b>Bank Savings Participant:</b>	NN Bank.
<b>Insurance Savings Participant:</b>	Nationale-Nederlanden Levensverzekering Maatschappij N.V., incorporated under Dutch law as a public company with limited liability ( <i>naamloze vennootschap</i> ), having its corporate seat in Rotterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 24042211 as legal successor of Delta Lloyd Levensverzekering N.V. which granted the Mortgage Loans and which was merged into NN Leven on 1 January 2019 ( <b>NN Leven</b> ).
<b>Central Securities Depository</b>	Euroclear Netherlands.

## 2.3 NOTES

Certain features of the Notes are summarised below (see for a further description section 4 (*the Notes*) below):

	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>
<b>Principal Amount</b>	EUR 1,962,000,000	EUR 103,300,000	EUR 2,100,000
<b>Issue Price</b>	100 per cent.	100 per cent.	100 per cent.
<b>Interest rate until First Optional Redemption Date</b>	Fixed rate of 0.75 per cent. per annum.	n/a	n/a
<b>Interest rate from First Optional Redemption Date</b>	Fixed rate of 1.00 per cent. per annum.	n/a	n/a
<b>Interest accrual</b>	actual/365/366	n/a	n/a
<b>Expected ratings (Fitch / Moody's)</b>	'AAA' sf / 'AAA'	n/a	n/a
<b>First Notes Payment Date</b>	17 July 2020	17 July 2020	17 July 2020
<b>First Optional Redemption Date</b>	Notes Payment Date falling in September 2026	Notes Payment Date falling in September 2026	n/a
<b>Final Maturity Date</b>	Notes Payment Date falling in June 2052	Notes Payment Date falling in June 2052	Notes Payment Date falling in June 2052

**Notes:** The Notes are expected to be issued on or about the Closing Date:

- (i) the Class A Notes;
- (ii) the Class B Notes; and
- (iii) the Class C Notes.

**Issue Price:** The issue price of the Notes shall be as follows:

- (i) the Class A Notes 100 per cent.;
- (ii) the Class B Notes 100 per cent.; and
- (iii) the Class C Notes 100 per cent.

**Form:** The Notes will be represented by Global Notes in bearer form, without coupons attached. Interests in the Global Notes will only in exceptional circumstances be exchangeable for Notes in definitive form, subject to applicable laws.

**Denomination:** The Notes will be issued in denominations of EUR 100,000 and integral multiples of EUR 1,000 for the excess thereof with a maximum denomination of EUR 199,000.

**Status & Ranking:** The Notes of each Class rank *pari passu* without any preference or

priority among Notes of the same Class. In accordance with the Conditions and the Trust Agreement (i) prior to the delivery of an Enforcement Notice, (a) payments of principal on the Class B Notes are subordinated to, *inter alia*, payments of principal on the Class A Notes and (b) payments of principal on the Class C Notes are, in accordance with the Revenue Priority of Payments, subordinated to, *inter alia*, payments of principal on the Class A Notes and the Class B Notes (in the case of any shortfall reflected on the Principal Deficiency Ledger) and to payments of interest on the Class A Notes, and (ii) following delivery of an Enforcement Notice, (a) payments of principal in respect of the Class B Notes are subordinated to, *inter alia*, payments of principal and payments of interest on the Class A Notes and (b) payments of principal in respect the Class C Notes are subordinated to, *inter alia*, payments of principal and payments of interest on the Class A Notes and payments of principal in respect of the Class B Notes.

See further section 4.1 (*Terms and Conditions*).

The obligations of the Issuer in respect of the Notes will be subordinated to the obligations of the Issuer in respect of certain items set forth in the applicable Priority of Payments. See further section 5.2 (*Priorities of Payments*).

**Interest:**

Interest on the Notes is payable by reference to successive Interest Periods in respect of the Principal Amount Outstanding of each Class of Notes at close of business on the first day of such Interest Period and will be payable monthly in arrear on the next succeeding Notes Payment Date.

*Interest on the Class A Notes up to (but excluding) the First Optional Redemption Date*

Interest on the Class A Notes for each Interest Period from the Closing Date up to (but excluding) the First Optional Redemption Date will accrue at a fixed rate equal to 0.75 per cent. per annum.

*Interest on the Class A Notes following the First Optional Redemption Date*

Interest on the Class A Notes for each Interest Period from (and including) the First Optional Redemption Date will accrue at a fixed rate equal to 1.00 per cent. per annum.

Interest on the Class A Notes shall be calculated on the basis of the actual days elapsed in such period and a 365 year and in case of a leap year, 366.

*Class B Notes & Class C Notes*

No interest will be payable on the Subordinated Notes.

**Final Maturity Date:**

If and to the extent not otherwise redeemed, the Issuer will redeem the Notes at their respective Principal Amount Outstanding less in respect of the Class B Notes, the relevant Principal Shortfall on the Final Maturity Date.

**Mandatory Redemption of the Notes:**

Unless previously redeemed in full, provided that no Enforcement Notice has been served in accordance with Condition 10 (*Events of Default*), the Issuer will be obliged to apply the Available Redemption Funds which consists of the Available Principal Funds less during the Further Advance Purchase Period the amount applied towards the purchase of Further Advance Receivables on such Notes Payment

Date, to redeem or partially redeem the Mortgage-Backed Notes on each Notes Payment Date at their respective Principal Amount Outstanding, after payment of the amount to be paid in priority to the Notes on a *pro rata* and *pari passu* basis within each Class, subject to Condition 6(b) and Condition 9(a), in the following order:

- (a) *first*, the Class A Notes, until fully redeemed; and
- (b) *second*; the Class B Notes, until fully redeemed.

**Redemption of the Class C Notes:**

Unless previously redeemed in full, provided that no Enforcement Notice has been delivered in accordance with Condition 10, on each Notes Payment Date, the Issuer will be obliged to apply the Available Revenue Funds to the extent available for such purpose to (partially) redeem the Class C Notes at their respective Principal Amount Outstanding, on a *pro rata* and *pari passu* basis, in accordance with Condition 6(d), until fully redeemed, including in case the Tax Call Option is exercised.

**Optional Redemption of the Notes:**

Unless previously redeemed in full, on each Optional Redemption Date, the Issuer will have the option to redeem all (but not some only) of the Mortgage-Backed Notes at their respective Principal Amount Outstanding, subject to with Condition 6(c) and, in respect of the Class B Notes, Condition 9(a).

The ability of the Issuer to redeem all of the Mortgage-Backed Notes on each Optional Redemption Date will depend upon whether the proceeds of the sale of the Mortgage Receivables together with the balance standing to the credit of the Reserve Account, will be an amount which is sufficient to at least redeem the Mortgage-Backed Notes.

The Class C Notes will subsequently be subject to redemption subject to the Revenue Priority of Payments.

**Redemption for tax reasons:**

If the Issuer is or will be obliged to make any withholding or deduction for, or on account of, any taxes, duties, assessments 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 of the Netherlands (including any guidelines issued by the tax authorities) or any other jurisdiction or any political sub-division 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 provided that the Issuer will have sufficient funds available on the Notes Calculation Date immediately preceding the relevant Notes Payment Date to discharge all amounts of principal and interest due in respect of the Notes and any amounts required to be paid in priority to or *pari passu* with each Class of Notes in accordance with the Trust Agreement, the Issuer has the option to redeem all (but not some only) of the Notes in whole (and not in part) on any Notes Payment Date at their Principal Amount Outstanding, together with interest due and payable on such date up to and including the date of redemption, subject to and in accordance with Condition 6(e).

The ability of the Issuer to exercise the Tax Call Option will depend upon whether the proceeds of the sale of the Mortgage Receivables

and together with the balance standing to the credit of the Reserve Account, will be sufficient to redeem the Notes at their Principal Amount Outstanding plus interest due and payable on such date.

The Seller shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Issuer and the Security Trustee.

**Regulatory Call Option and Clean-Up Call Option:**

In case the Seller exercises the Regulatory Call Option or the Clean-Up Call Option and as a result repurchases all of the Mortgage Receivables, the Issuer will apply the proceeds thereof towards redemption of all (but not some only) of the Mortgage-Backed Notes by applying the proceeds of the sale of the Mortgage Receivables towards redemption of the Mortgage-Backed Notes in accordance with Condition 6(b) and subject to, in respect of the Class B Notes with Condition 9(a).

The Seller shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Issuer and the Security Trustee.

The Class C Notes will subsequently be subject to redemption subject to the Revenue Priority of Payments.

**Retention and disclosure requirements under the Securitisation Regulation:**

The Seller, as originator within the meaning of article 6 of the Securitisation Regulation, has undertaken in the Notes Purchase Agreement to retain, on an ongoing basis, a material net economic interest of not less than five (5) per cent. in the securitisation transaction described in this Prospectus in accordance with article 6 of the Securitisation Regulation. As at the Closing Date, such material net economic interest is retained in accordance with article 6(3)(d) of the Securitisation Regulation by the retention of the Class B Notes, representing an amount of five (5) per cent. of the nominal value of the Mortgage-Backed Notes.

In addition to the information set out herein and forming part of this Prospectus, the Seller is responsible for compliance with article 7 of the Securitisation Regulation and it has undertaken to make available materially relevant information to investors in accordance with and as required pursuant to article 7 of the Securitisation Regulation so that investors are able to verify compliance with article 6 of the Securitisation Regulation. Each prospective Noteholder should ensure that it complies with the Securitisation Regulation to the extent applicable to it. The Issuer, or the Issuer Administrator on its behalf, will on behalf of the Seller, prepare Notes and Cash Reports on a monthly basis wherein relevant information with regard to the Mortgage Loans and Mortgage Receivables will be disclosed publicly together with information on the retention of the five (5) per cent. material net economic interest in the securitisation transaction by the Seller.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the Securitisation Regulation (see section 8 (*General*) for more details). See further section 1 (*Risk Factors*) '*Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*' and section 4.4 (*Regulatory and Industry Compliance*) for more details.

## **STS Securitisation**

The securitisation transaction described in this Prospectus is intended to qualify as an STS securitisation within the meaning of article 18 of the Securitisation Regulation. Consequently, the securitisation transaction described in this Prospectus is intended to meet, on the date of this Prospectus, the requirements of articles 19 to 22 of the Securitisation Regulation and, at the Closing Date, is intended to be notified by the Seller to be included in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation (as of the date of this Prospectus, such list can be obtained from the following website:<https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation>).

The Seller has used the services of PCS as the Third Party Verification Agent, a third party authorised pursuant to article 28 of the Securitisation Regulation, to verify whether the securitisation transaction described in this Prospectus complies with articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by PCS on the Closing Date. No assurance can be provided that the securitisation transaction described in this Prospectus does or continues to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future. The qualification of the securitisation transaction described in this Prospectus as 'simple, transparent and standardised' or 'STS' may change and investors should verify the current status of the securitisation transaction described in this Prospectus in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation. None of the Issuer, the Seller, the Arranger, the Manager, the Security Trustee or any of the other transaction parties makes any representation or accepts any liability as to whether the securitisation transaction described in this Prospectus will qualify or continue to qualify as an STS securitisation under the Securitisation Regulation at any point in time in the future.

## **Eurosystem eligibility and loan-by-loan information:**

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. The Class A Notes are intended upon issue to be deposited with Euroclear Netherlands which is the Dutch Central Securities Depository. This does not necessarily mean that the Class A Notes will be recognised as Eurosystem Eligible Collateral either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction at the Eurosystem's discretion of the Eurosystem eligibility criteria as amended from time to time, which criteria will include the requirement that loan-by-loan information be made available to investors in accordance with the template which is available on the website of the European Central Bank or, following a three month transitional period after the final implementing technical standards pursuant to article 7(4) of the Securitisation Regulation become applicable and a repository has been designated pursuant to article 10 of the Securitisation Regulation, in accordance with the final disclosure templates as adopted in such final regulatory technical standards and final implementing technical standards. It has been agreed in the Administration Agreement that the Issuer Administrator shall use its best efforts to make such loan-by-loan information available on a monthly basis within one month after each Notes Payment Date, for as long as such requirement is effective and to the extent it has such information available.

The Subordinated Notes are not intended to be held in a manner which will allow their Eurosystem eligibility.



<b>Use of proceeds:</b>	<p>The Issuer will use the net proceeds from the issue of the Mortgage-Backed Notes to pay part of the Initial Purchase Price for the Mortgage Receivables pursuant to the provisions of the Mortgage Receivables Purchase Agreement made between the Seller, the Issuer and the Security Trustee. The remaining part of the Initial Purchase Price equal to the Initial Bank Savings Participation and the Initial Insurance Savings Participation will be paid on the Closing Date. A part equal to the aggregate Construction Deposits will be withheld from the Initial Purchase Price and paid from time to time in accordance with the Mortgage Receivables Purchase Agreement.</p> <p>The proceeds of the Class C Notes will be deposited on the Reserve Account at the Closing Date and will be available to pay, <i>inter alia</i>, the costs relating to the issue of the Notes.</p>
<b>Withholding Tax:</b>	<p>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 required by applicable law. In that event, the Issuer or the Paying Agent (as the case may be) shall make the required withholding or deduction of such taxes, duties, assessment or charges for the account of the Noteholders. Neither the Paying Agent nor the Issuer will be obliged to make any additional payments to the Noteholders in respect of such withholding or deduction.</p>
<b>FATCA Withholding:</b>	<p>Payments in respect of the Notes might be subject to FATCA Withholding. Any such amounts withheld or deducted will be treated as paid for all purposes under the Notes, and no additional amounts will be paid to the Noteholders in respect of any such withholding or deduction.</p>
<b>Method of Payment:</b>	<p>For so long as the Notes are represented by a Global Note, payments of principal and, to the extent applicable, interest on the Notes will be made in euros to Euroclear Netherlands for the credit of the respective accounts of the Noteholders.</p>
<b>Security for the Notes:</b>	<p>The Notes have the benefit of:</p> <ul style="list-style-type: none"> <li>(i) a first ranking undisclosed right of pledge by the Issuer to the Security Trustee over the Mortgage Receivables, including all rights ancillary thereto; and</li> <li>(ii) a first ranking disclosed right of pledge by the Issuer to the Security Trustee over the Issuer Rights.</li> </ul> <p>After the delivery of an Enforcement Notice in accordance with Condition 10 (<i>Events of Default</i>), 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 and amounts received by the Security Trustee as creditor under the Parallel Debt. Payments to the Secured Creditors will be made in accordance with the Post-Enforcement Priority of Payments. See further section 4.7 (<i>Security</i>) and section 5 (<i>Credit Structure</i>) below.</p>
<b>Security over Collection Accounts balances:</b>	<p>Prior to the Servicing Migration as described in section 6.3 (<i>Origination and Servicing</i>):</p> <p>The Amstelhuys Account into which the Borrowers currently pay</p>

interest- and principal instalments is not pledged to any party other than to the ING Bank N.V. pursuant to the applicable terms and conditions.

After the Servicing Migration:

NN Insurance Eurasia has granted a first ranking right of pledge on the balances standing to the credit of the Collection Accounts in favour of the Collection Foundation. Such rights of pledge have been notified to ING Bank N.V. (as collection accounts provider). See further section 4.7 (*Security*) below.

<b>Parallel Debt:</b>	On the Closing Date, the Issuer and the Security Trustee will – among other parties – 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 amounts equal to the amounts 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.
<b>Paying Agency Agreement:</b>	On the Closing Date, the Issuer will enter into the Paying Agency Agreement with the Paying 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.
<b>Listing:</b>	Application has been made to Euronext Amsterdam for the Class A Notes to be admitted to the official list and trading on its regulated market. It is anticipated that listing will take place on or about the Closing Date. There can be no assurance that any such listing will be maintained. ABN AMRO (in its capacity as Listing Agent) is acting solely in its capacity as listing agent for the Issuer in connection with the Class A Notes and is not itself seeking admission of the Class A Notes to Euronext Amsterdam or to trading on its regulated market for the purposes of the Prospectus Regulation.
<b>Credit Ratings:</b>	It is a condition precedent to issuance that the Class A Notes, on issue, be assigned a 'AAA' (sf) credit rating by Fitch and a 'AAA' credit rating by DBRS. The Subordinated Notes will not be rated. Credit ratings included or referred to in this Prospectus have been issued by Fitch and DBRS, each of which is established in the European Union and is registered under the CRA Regulation.
<b>Settlement:</b>	Euroclear Netherlands.
<b>Governing Law:</b>	The Notes and the Transaction Documents will be governed by and construed in accordance with Dutch law.
<b>Selling Restrictions:</b>	There are selling restrictions in relation to the European Economic Area, Italy, the United Kingdom 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> .
<b>Volcker Rule:</b>	The Issuer will represent and agree that it is not, and solely after giving effect to any offering and sale of the Notes and the application of the proceeds thereof will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended (commonly known as the Volcker Rule). In reaching this conclusion, although other statutory or regulatory exclusions and/or exemptions under the Investment Company Act and under the Volcker Rule and its related regulations may be available,

including the loan securitisation exemption, the Issuer has relied on the determinations that the Issuer may rely on the exemption from the definition of a “covered fund” under the Volcker Rule made available to entities that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exclusion and/or exemption from registration under the Investment Company Act.

## 2.4 CREDIT STRUCTURE

<b>Available Funds:</b>	The Issuer receives or holds from time to time the Available Principal Funds and the Available Revenue Funds.
<b>Available Principal Funds:</b>	On each Notes Payment Date, the Issuer has available the receipts of principal in respect of the Mortgage Receivables with amounts it receives under the Participation Agreements, during the immediately preceding Mortgage Calculation Period and drawings from the Reserve Account.
<b>Available Redemption Funds:</b>	On each Notes Payment Date, the Issuer will apply the Available Redemption Funds (from which the Revenue Shortfall Amount is excluded), being the Available Principal Funds less the payment of the Initial Purchase Prices for the Further Advance Receivables purchased on such Notes Payment Date, towards redemption (in part) of the Mortgage-Backed Notes.
<b>Available Revenue Funds:</b>	On each Notes Payment Date, the Issuer has available, after certain payments ranking higher in priority pursuant to the Revenue Priority of Payments have been made, receipts of interest in respect of the Mortgage Receivables together with certain other amounts to make payments of, <i>inter alia</i> , (i) interest due and payable under the Class A Notes, and (ii) principal due and payable in respect of the Class C Notes, (see further section 5.1 ( <i>Available Funds</i> ) below).
<b>Priority of Payments:</b>	<p>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 (<i>Credit Structure</i>) below).</p> <p>(i) Prior to the delivery of an Enforcement Notice, (a) payments of principal on the Class B Notes will be subordinated to, <i>inter alia</i>, payments of principal on the Class A Notes and (b) payments of principal on the Class C Notes will be, in accordance with the Revenue Priority of Payments, subordinated to, <i>inter alia</i>, payments of principal on the Class A Notes and the Class B Notes (in the case of any shortfall reflected on the Principal Deficiency Ledger) and to payments of interest on the Class A Notes and (ii) following delivery of an Enforcement Notice, (a) payments of principal in respect of the Class B Notes will be subordinated to, <i>inter alia</i>, payments of principal and payments of interest on the Class A Notes and (b) payments of principal in respect of the Class C Notes will be subordinated to, <i>inter alia</i>, payments of principal and payments of interest on the Class A Notes and payments of principal in respect of the Class B Notes, and limited as more fully described herein in section 4.1 (<i>Terms and Conditions</i>) and section 5 (<i>Credit Structure</i>).</p>
<b>Cash Advance Facility Agreement:</b>	On the Closing Date, the Issuer will enter into the Cash Advance Facility Agreement with a maximum term of 364 days with the Cash Advance Facility Provider 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 ( <i>Credit Structure</i> ) below.
<b>Issuer Accounts:</b>	<p>The Issuer shall with the Issuer Account Bank:</p> <p>(i) maintain an account to which on each Mortgage Collection Payment Date - <i>inter alia</i> - all amounts received in respect of the Mortgage Receivables will be transferred by the Servicer in accordance with the Servicing Agreement (the <b>Issuer Collection</b></p>

**Account);**

- (ii) maintain an account to which on the Closing Date and on each Notes Payment Date an amount equal to the aggregate Construction Deposits which are withheld by the Issuer from the relevant Initial Purchase Prices shall be deposited and from which amounts will be debited by the Issuer to pay the remaining part of the Initial Purchase Prices when due and payable from time to time or, when no longer due, to the Issuer Collection Account as part of the Available Principal Funds (the **Construction Deposit Account**);
- (iii) maintain an account to which on the Closing Date the proceeds of the Class C Notes and on each Notes Payment Date certain amounts to the extent available in accordance with the Revenue Priority of Payments will be transferred up to the Reserve Account Target Level (the **Reserve Account**); and
- (iv) when entering into by the Seller and the Issuer of the Financial Collateral Agreement, open an account to which an amount equal to the Potential Set-Off Collateral Amount and/or Other Claim Collateral Amount will be credited and/or debited as the case may be (the **Financial Cash Collateral Account**).

**Reserve Account**

The purpose of the Reserve Account is to enable the Issuer (i) on any Notes Payment Date to meet the Issuer's payment obligations under items (a) to (f) (inclusive) of the Revenue Priority of Payments which are due to be made on that Notes Payment Date after all other amounts available to the Issuer for such purpose have been used prior to application of any funds to be drawn under the Cash Advance Facility and the Revenue Shortfall Amount and, in addition, (ii) on or around the Closing Date, to pay the costs relating to the issue of the Notes.

If and to the extent that the Available Revenue Funds on any Notes Calculation Date exceed the amounts required to meet items ranking higher than item (g) in the Revenue Priority of Payments, the excess amount will be used to replenish to the Reserve Account, to the extent required, until the balance standing to the credit of the Reserve Account equals the Reserve Account Target Level. On the Notes Payment Date on which all amounts of interest and principal due in respect of the Class A Notes have been or will be paid, the Reserve Account Target Level will be reduced to zero and any amount standing to the credit of the Reserve Account will thereafter form part of the Available Revenue Funds.

**Issuer Account Agreement:**

On the Closing Date, the Issuer will enter into the Issuer Account Agreement with the Issuer Account Bank and the Security Trustee, under which the Issuer Account Bank agrees to pay (i) a guaranteed interest rate determined by reference to €STR minus a margin, on the balance standing to the credit of each of the Issuer Accounts (other than the Reserve Account and the Construction Deposit Account) from time to time and (ii) 1-month Euribor minus a margin on the balance standing to the credit of the Reserve Account and the Construction Deposit Account from time to time. See section 5 (*Credit Structure*).

If at any time, such interest rate determined by reference to €STR or 1-month Euribor would result in a negative interest rate, the Issuer is obliged to pay interest to the Account Bank. See section 5.6 (*Issuer Accounts*).

**Collection Accounts:**

Until completion of the Servicing Migration, the Seller maintains the Amstelhuys Account with ING Bank N.V. Each Business Day, the balance standing to the credit of the Amstelhuys Account is transferred to a cash-pooling account of the Seller.

The Seller has sub-delegated the administration of the Originator Collection Account to Stater Nederland B.V. in accordance with the Servicing Agreement.

Upon the Servicing Migration, all payments made by the Borrowers in respect of the Mortgage Loans will be made into the Collection Accounts. The Collection Accounts are held with ING Bank N.V. in the name of NN Insurance Eurasia. Pursuant to the Receivables Proceeds Distribution Agreement the Collection Accounts will be transferred by way of contract transfer to the Collection Foundation under the condition precedent (*opschortende voorwaarde*) of the occurrence of a Trigger Event. After the occurrence of a Trigger Event and the transfer of the Collection Accounts to the Collection Foundation, the Collection Foundation will collect moneys under the Mortgage Loans and will pay or transfer such amounts to the entity entitled thereto pursuant to the Receivables Proceeds Distribution Agreement.

The Collection Foundation is set up as a bankruptcy remote foundation.

**Administration Agreement:**

On the Closing Date, the Issuer will enter into the Administration Agreement with the Issuer Administrator, the Back-Up Issuer Administrator and the Security Trustee, under which the Issuer Administrator will agree (a) 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 in respect of the Notes pursuant to the Conditions and in connection with a Financial Collateral Agreement, if any, (b) to submit certain statistical information regarding the Issuer to certain governmental authorities if and when requested, (c) the application of amounts received by the Issuer to the Issuer Accounts and the production of monthly reports in relation thereto, (d) procuring that, if required, drawings are made by the Issuer under the Cash Advance Facility Agreement, whether or not from the Cash Advance Facility Stand-by Drawing Account, (e) procuring that all payments to be made by the Issuer under any of the Transaction Documents are made, (f) procuring that all payments to be made by the Issuer under the Notes are made in accordance with the Paying Agency Agreement and the Conditions, (g) the maintaining of all required ledgers in connection with the above, (h) all administrative actions in relation thereto, (i) procuring that all calculations to be made in respect of the Notes pursuant to the Conditions are made and (j) to submit certain statistical information regarding the Issuer as referred to above to certain governmental authorities if and when requested.

On the Closing Date, the Issuer Administrator will appoint Intertrust Administrative Services B.V. as sub-administrator in accordance with the Administration Agreement to provide the Issuer Services. The appointment of Intertrust Administrative Services B.V. as sub-administrator is currently envisaged to be terminated within a certain period of time after the Closing Date whereupon the Issuer Administrator shall perform the Issuer Services itself.

In the Administration Agreement, the Issuer will appoint Intertrust Administrative Services B.V. to act as Issuer Administrator and to provide

the Issuer Services subject to the condition precedent (*opschortende voorwaarde*) of the occurrence of the Capital Requirement Trigger Event which is continuing or two (2) Business Days have lapsed upon the Issuer becoming aware of a material default by NN Bank in the performance of the Issuer Services which is not remedied within ten (10) Business Days. If NN Bank is replaced by Intertrust Administrative Services B.V. and if subsequently, such Capital Requirement Trigger Event is no longer continuing, NN Bank has the right to replace Intertrust Administrative Services to act as Issuer Administrator.

See section 5.7 (*Administration Agreement*).

**Set-Off Collateral:**

In order to mitigate the risk of set-off by Borrowers with any deposits (other than Construction Deposits and/or Bank Savings Deposits) held with the Seller, the Mortgage Receivables Purchase Agreement provides that, if on any date, up to but excluding the date on which the Seller is assigned a rating by each of the Credit Rating Agencies which is at least the Requisite Credit Rating, the aggregate Potential Set-Off Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, (1) the Seller and the Issuer shall enter within fourteen (14) calendar days into a Financial Collateral Agreement and transfer to the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger an amount equal to the Potential Set-Off Collateral Amount, and at any time thereafter (a) the Seller will, within five (5) Business Days after each Notes Payment Date, transfer to the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger an amount equal to the positive difference between (i) the Potential Set-Off Collateral Amount and (ii) the balance standing to the credit of the Set-Off Collateral Ledger and/or (b) the Issuer will on any Notes Payment Date transfer to the Seller Bank Account an amount equal to the positive difference between (i) the balance standing to the credit of the Set-Off Collateral Ledger and (ii) the Potential Set-Off Collateral Amount, in accordance with the terms of such Financial Collateral Agreement or (2) the Seller may at its option repurchase and accept the re-assignment from the Issuer of only (but not more than) such number of Mortgage Receivables having the highest Potential Set-Off Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Potential Set-Off Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations.

**Other Claims Collateral:**

The Mortgage Receivables Purchase Agreement provides that, if on any date, up to but excluding the date on which the Seller is assigned a rating by each of the Credit Rating Agencies which is at least the Requisite Credit Rating, the Other Claim Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, (1) the Seller and the Issuer shall enter within fourteen (14) days into a Financial Collateral Agreement and transfer to the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger an amount equal to the Other Claim Collateral Amount, and at any time thereafter (a) the Seller will, within five (5) Business Days after each Notes Payment Date, transfer to the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger an amount equal to the positive difference between (i) the Other Claim Collateral Amount and (ii) the balance

standing to the credit of the Other Claim Collateral Ledger, and/or (b) the Issuer will, on any Notes Payment Date, transfer to the Seller Bank Account an amount equal to the positive difference between (i) the balance standing to the credit of the Other Claim Collateral Ledger and (ii) the Other Claim Collateral Amount, in accordance with the terms of such Financial Collateral Agreement or (2) the Seller may at its option repurchase and accept the re-assignment from the Issuer of only (but not more than) such number of Mortgage Receivables having the highest Other Claim Amount connected to it, as selected by the Seller, as a result of which, following such repurchase, the aggregate Other Claim Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations.



## 2.5 PORTFOLIO INFORMATION

### **Mortgage Loans:**

Under the Mortgage Receivables Purchase Agreement, the Issuer will purchase from the Seller the Mortgage Receivables. The Mortgage Receivables will result from Mortgage Loans granted by Amstelhuys N.V. which has merged into the Seller on 1 December 2019 and which are secured by a Mortgage over Mortgaged Assets which meet the criteria set forth in the Mortgage Receivables Purchase Agreement and which will be selected prior to or on the Closing Date or, in respect of Further Advance Receivables, the relevant Notes Payment Date.

The Mortgage Loans have been originated by the Seller. See section 6.3 (*Origination and Servicing*) below.

The Mortgage Receivables will be sold and assigned on the Closing Date by the Seller to the Issuer by way of undisclosed assignment (*stille cessie*) through a registered deed of assignment. The legal title in respect of the Further Advance Receivables on each relevant Notes Payment Date during the Further Advance Purchase Period, will be assigned by the Seller to the Issuer, each through a registered deed of assignment.

The pool of Mortgage Loans (or any Loan Parts comprising a Mortgage Loan) will consist of Savings Mortgage Loans (*sparhypotheken*), Bank Savings Mortgage Loans (*bankspaarhypotheken*), Switch Mortgage Loans (*switchhypotheken*), Life Mortgage Loans (*levenhypotheken*), Linear Mortgage Loans (*lineaire hypotheken*), Annuity Mortgage Loans (*annuïteiten hypotheken*), Interest-only Mortgage Loans (*aflossingsvrije hypotheken*) or combinations of these types of loans.

All Mortgage Loans are secured by a first ranking or first and sequentially lower ranking mortgage right that is 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. If a Mortgage Loan consists of one or more Loan Parts, the 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 at the Closing Date. See further section 6.2 (*Description of Mortgage Loans*).

The Mortgage Loans have characteristics that demonstrate the capacity to produce funds to service any payments due and payable under the Notes.

### **NHG Guarantee:**

Certain Mortgage Loans (or certain Loan Parts) have the benefit of an NHG Guarantee. The aggregate Outstanding Principal Amount of the NHG Mortgage Receivables less the aggregate Participations on the Initial Cut-Off Date amounts to EUR 1,046,722,684.80. See further sections 6.2 (*Description of Mortgage Loans*) and 6.5 (*NHG Guarantee Programme*).

### **NHG Advance Rights**

In respect of each NHG Mortgage Loan, the Seller holds the NHG Advance Rights pursuant to the NHG Conditions, which provide the opportunity to the Seller to receive an advance payment of expected loss, subject to certain conditions being met. Under the Mortgage Receivables Purchase Agreement, the Seller will assign, to the extent legally possible and required, such NHG Advance Rights to the Issuer and the Issuer will accept such assignment. The Issuer and the Seller have agreed that the Issuer shall not make use of the NHG Advance Rights unless the Issuer is directed to do so by the Security Trustee.

See further section 6.5 (*NHG Guarantee Programme*).

### **Beneficiary Rights**

The Seller holds the Beneficiary Rights, which entitle the Seller to receive the

final payout (*einduitkering*) under the relevant Insurance Policies, to be applied towards redemption of the relevant Mortgage Receivables. Under the Mortgage Receivables Purchase Agreement, the Seller will assign, to the extent legally possible and required, such Beneficiary Rights to the Issuer and the Issuer will accept such assignment. The assignment of the Beneficiary Rights will only be completed upon notification to NN Leven (being the insurance company), which is not expected to occur prior to the occurrence of an Assignment Notification Event.

**Bank Savings Mortgage Loans:**

A portion of the Mortgage Loans (or Loan Parts) will be in the form of Bank Savings Mortgage Loans. Under a Bank Savings Mortgage Loan the Borrower does not pay principal prior to maturity of the Mortgage Loan, but instead makes a deposit into the relevant blocked Bank Savings Account on a monthly basis. The Bank Savings Deposit 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 relevant part of the amount due by the Borrower to the Seller at maturity of the Bank Savings Mortgage Loan. The Seller has the benefit of a pledge on the Bank Savings Deposit as security for repayment of the relevant Bank Savings Mortgage Loan. See further section 6.2 (*Description of the Mortgage Loans*).

**Savings Mortgage Loans:**

A portion of the Mortgage Loans (or Loan Parts) will be in the form of Savings Mortgage Loans, which consist of Mortgage Loans entered into by the Seller and the relevant Borrowers combined with a Savings Insurance Policy with the Insurance Savings Participant. A Savings Insurance Policy is a combined risk and capital insurance policy taken out by the relevant Borrower with the Insurance Savings Participant in connection with the relevant Savings Mortgage Loan. Under the Savings Mortgage Loan, no principal is paid by the Borrower prior to maturity of the Savings Mortgage Loan. Instead, the Borrower/insured pays a Savings Premium on a monthly basis. The Savings Premium is calculated in such a manner that, on an annuity basis, the proceeds of the Savings Insurance Policy due by the Insurance Savings Participant to the relevant Borrower is equal to the principal amount due by the Borrower to the Seller at maturity of the Savings Mortgage Loan. The Seller has the benefit of a pledge on the Savings Insurance Policies as security for repayment of the relevant Savings Mortgage Loan. See further section 6.2 (*Description of the Mortgage Loans*).

**Switch Mortgage Loans:**

A portion of the Mortgage Loans (or Loan Parts) will be in the form of Switch Mortgage Loans. Under a Switch Mortgage Loan the Borrower does not pay principal prior to maturity of the Mortgage Loan, but instead takes out a Switch Insurance Policy with the Insurance Savings Participant whereby the Borrower selects whether the premiums paid are invested in the Unit-Linked Alternative and the Savings Alternative. It is the intention that the Switch Mortgage Loans will be fully or partially repaid by means of the proceeds of these investments. The Borrowers have the possibility to switch (*omzetten*) their investments in the Unit-Linked Alternative to and from the relevant Savings Alternative. The Seller has the benefit of a pledge on the Switch Insurance Policies as security for repayment of the relevant Switch Mortgage Loan. See further section 6.2 (*Description of the Mortgage Loans*).

**Life Mortgage Loans:**

A portion of the Mortgage Loans (or Loan Parts) will be in the form of Life Mortgage Loans, which have the benefit of Life Insurance Policies taken out by Borrowers with NN Leven. Under a Life Mortgage Loan, no principal is paid until maturity. It is the intention that the Life Mortgage Loans will be fully or partially repaid by means of the proceeds of the investments under the Life Insurance Policy. The Seller has the benefit of a pledge on the Insurance Policies as

security for repayment of the relevant Life Mortgage Loan. See further section 6.2 (Description of the Mortgage Loans).

**Linear  
Mortgage  
Loans:**

A portion of the Mortgage Loans (or Loan Parts) will be in the form of Linear Mortgage Loans. Under a Linear Mortgage Loan the Borrower redeems a fixed amount on each instalment, such that at maturity the entire loan will be redeemed. The Borrower's payment obligation decreases with each payment as interest owed under such Mortgage Loan declines over time. See further section 6.2 (*Description of the Mortgage Loans*).

**Annuity  
Mortgage  
Loans:**

A portion of the Mortgage Loans (or Loan Parts) 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 such Mortgage Loan will be fully redeemed at the end of its term. See further section 6.2 (*Description of the Mortgage Loans*).

**Interest-only  
Mortgage Loans:**

A portion of the Mortgage Loans (or Loan Parts) will be in the form of Interest-only Mortgage Loans. Under an Interest-only Mortgage Loan, the Borrower is only required to pay interest over time and is not required to pay principal until maturity. A bullet payment for the principal is due upon maturity. See further section 6.2 (*Description of the Mortgage Loans*).

## 2.6 PORTFOLIO DOCUMENTATION

### Summary of the Provisional Pool

The numerical information set out below relates to a pool of Loans (the "Provisional Pool") which was selected as of the close of business on 31 March 2020. All amounts are in euro. The information set out in the table below relate to the Provisional Pool and may not necessarily correspond to that of the Mortgage Receivables actually sold to the Issuer on the Closing Date.

### 1. Key Characteristics

Description	As per 31/03/2020
Principal amount	2,293,001,855.34
Value of savings deposits	148,914,368.40
Net principal balance	2,144,087,486.94
Construction Deposits	1,378,140.26
Net principal balance excl. Construction and Saving Deposits	2,142,709,346.68
Negative balance	0.00
Net principal balance excl. Construction and Saving Deposits and Negative Balance	2,142,709,346.68
Number of loans	12,411
Number of loanparts	25,911
Number of negative loanparts	0
Average principal balance (borrower)	172,757.03
Weighted average current interest rate	3.08%
Weighted average maturity (in years)	20.82
Weighted average remaining time to interest reset (in years)	9.47
Weighted average seasoning (in years)	8.42
Weighted average CLTOMV	76.73%
Weighted average CLTIMV	62.57%
Weighted average CLTIFV	84.91%
Weighted average OLTOMV	88.20%

#### Purchase of Mortgage Receivables:

Under the Mortgage Receivables Purchase Agreement, the Issuer will purchase and on the Closing Date accept the assignment of the Mortgage Receivables (which will include any Further Advance Receivables upon the purchase and acceptance of the assignment thereof after the Closing Date) of the Seller against the Borrowers under or in connection with the Mortgage Loans. The Issuer will be entitled to all interest amounts (including penalty interest) and all principal amounts and prepayment penalties becoming due in respect of the Mortgage Receivables from (and including) the Initial Cut-Off Date.

The Seller holds the Beneficiary Rights which entitle the Seller to receive the final payment under the relevant Insurance Policies, which payment were to be applied towards redemption of the Mortgage Receivables. Under the Mortgage Receivables Purchase Agreement, the Seller will assign such Beneficiary Rights to the Issuer and the Issuer will accept such assignment to the extent legally possible. The assignment of the Beneficiary Rights will only be completed upon notification to NN Leven (being the insurance company), which is not expected to occur prior to the occurrence of an Assignment Notification Event.

In respect of the NHG Mortgage Loans, the Seller holds the NHG Advance Rights pursuant to the NHG Conditions, which provide the opportunity to the Seller to receive an advance payment of expected loss, subject to certain conditions being met. Under the Mortgage Receivables

Purchase Agreement, the Seller will assign, to the extent legally possible and required, such NHG Advance Rights to the Issuer and the Issuer will accept such assignment. The Issuer and the Seller have agreed that the Issuer shall not make use of the NHG Advance Rights unless the Issuer is directed to do so by the Security Trustee.

**Purchase of Further Advance Receivables:**

The Mortgage Receivables Purchase Agreement will provide that the Issuer will on each Notes Payment Date during the Further Advance Purchase Period, purchase from the Seller Further Advance Receivables subject to fulfilment of certain conditions and to the extent offered by the Seller. In case of NHG Advance Rights relating to Further Advance Receivables, such NHG Advance Rights will be assigned, to the extent legally possible and in advance, on the relevant Notes Payment Date together with the Further Advance Receivables and the Issuer will accept such assignment to the extent legally possible.

**Repurchase of Mortgage Receivables:**

In the Mortgage Receivables Purchase Agreement, the Seller will undertake to repurchase and accept re-assignment of a Mortgage Receivable and together with the acceptance of assignment of the relevant NHG Advance Rights and Beneficiary Rights on the immediately succeeding Notes Payment Date if:

- (i) any of the representations and warranties given by the 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, provided that such matter is not being capable of being remedied or is not remedied within 14 days; or
- (ii) the Seller agrees with a Borrower to a Non-Permitted Mortgage Loan Amendment; or
- (iii) as a result of an action taken or omitted to be taken by the Seller or the Servicer (a) an NHG Mortgage Loan (or certain Loan Parts) no longer has the benefit of an NHG Guarantee or (b) in respect of foreclosure of an 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; or
- (iv) the Seller agrees with a Borrower to switch any Bank Savings Mortgage Loan, Savings Mortgage Loan or Switch Mortgage Loan with a Savings Alternative into (a part of) any other type of Mortgage Loan or the Insurance Savings Participant complies with a request from the Borrower under the terms of a Switch Mortgage Loan to switch from a Savings Alternative to the Unit-Linked Alternative; or
- (v) the Seller agrees with a Borrower to grant a Further Advance after the First Optional Redemption Date or, prior thereto if the relevant Further Advance Receivable is not purchased by the Issuer ultimately on such Notes Payment Date; or
- (vi) the Seller agrees with a Borrower to grant a mortgage loan in respect of a *verhuisregeling*.

Furthermore, the Seller has the option to repurchase and accept the re-

assignment from the Issuer:

- (vii) if the aggregate Potential Set-Off Amount related to the Mortgage Receivables is higher than 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, of only (but not more than) such number of Mortgage Receivables having the highest Potential Set-Off Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Potential Set-Off Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations; and
- (viii) if the aggregate Other Claim Amount related to the Mortgage Receivables is higher than 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, of only (but not more than) such number of Mortgage Receivables having the highest Other Claim Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Other Claim Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations.

The purchase price for the Mortgage Receivable in each such event will be equal to the Outstanding Principal Amount of the Mortgage Receivable, together with due and overdue interest accrued up to but excluding the first day of the pending Mortgage Collection Period and reasonable costs, if any (including any costs incurred by the Issuer in effecting and completing such sale and assignment), except that in the event of a repurchase after the final payment under the NHG Guarantee as set forth in item (iii)(b) above, the purchase price shall be equal to the amount that was not reimbursed under the relevant NHG Guarantee.

**Clean-Up Call Option:**

If on any Notes Payment Date, the aggregate Outstanding Principal Amount of the Mortgage Receivables is not more than 10 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations on the Initial Cut-Off Date, the Seller has the option (but not the obligation) to repurchase the Mortgage Receivables.

If the Clean-Up Call Option is exercised by the Seller, the Issuer has the obligation to sell and assign all (but not some only) of the Mortgage Receivables to the Seller or any third party appointed by the Seller at its sole discretion on or prior to the relevant Notes Payment Date. The Issuer shall apply the proceeds of such sale to fully redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding, subject to and in accordance with 6(b) and, in respect of the Class B Notes, Condition 9(a).

The Seller shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Issuer and the Security Trustee.

The Class C Notes will subsequently be subject to redemption subject to the Revenue Priority of Payments.

**Regulatory Call Option:**

On each Notes Payment Date, the Seller has the option (but not the obligation) to repurchase the Mortgage Receivables (but not some only) upon the occurrence of a Regulatory Change.

If the Regulatory Call Option is exercised by the Seller, the Issuer has the obligation to sell and assign all (but not some only) of the Mortgage Receivables to the Seller or any third party appointed by the Seller at its sole discretion on or prior to the relevant Notes Payment Date. The Issuer shall apply the proceeds of such sale to fully redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding, subject to and in accordance with Condition 6(b) and, in respect of the Class B Notes, Condition 9(a).

The Seller shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Issuer and the Security Trustee.

The Class C Notes will subsequently be subject to redemption subject to the Revenue Priority of Payments.

**Sale of Mortgage Receivables:**

On each Optional Redemption Date, the Issuer may offer for sale all (but not some only) Mortgage Receivables provided that the Issuer shall apply the proceeds of such sale to fully redeem the Mortgage-Backed Notes, at their respective Principal Amount Outstanding, subject to in respect of the Class B Notes, Condition 9(a).

Pursuant to the Trust Agreement, the Issuer has the right to sell all (but not some only) of the Mortgage Receivables if the Tax Call Option (in accordance with Condition 6(e)) is exercised, provided that the Issuer shall apply the proceeds of such sale to fully redeem the Notes, at their respective Principal Amount Outstanding.

*Right of first refusal*

If the Issuer decides to offer for sale the Mortgage Receivables on an Optional Redemption Date or following the exercise of the Tax Call Option, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement to first offer the Mortgage Receivables to the Seller and if the Seller does not accept such offer within 14 calendar 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.

*Purchase price*

The purchase price of each Mortgage Receivable in the event of a sale by the Issuer shall be at least equal to the relevant Outstanding Principal Amount at such time, increased with interest due but not paid up to the first day of the pending Mortgage Collection Period and any costs incurred by the Issuer in effecting and completing such sale and assignment, if any, except that with respect to Mortgage Receivables in respect of which an instruction has been given to the civil-law notary to start foreclosure proceedings with the Mortgage Assets, the purchase price shall be at least the lesser of:

- (i) the sum of:
  - a. an amount equal to (i) the Foreclosure Value of the Mortgaged Asset or (ii), if no valuation report less than twelve (12) months old is available, the Indexed Foreclosure Value and reasonable costs (including any costs incurred by the Issuer in effecting and completing such purchase and assignment); and

- b. the value of all other collateral such as Bank Savings Deposits and/or Insurance Policies; and
  - c. with respect to NHG Mortgage Receivables, the amount claimable under the NHG Guarantee; and
- (ii) the sum of the Outstanding Principal Amount of the Mortgage Receivable, together with accrued interest due but unpaid up to the first day of the pending Mortgage Collection Period, if any, and any other amounts due under the Mortgage Receivable up to the relevant date of such sale or repurchase.

*Beneficiary Rights and NHG Advance Rights*

In the event of a sale by the Issuer of a Mortgage Receivable it shall be assigned together with the Beneficiary Rights and the NHG Advance Rights.

**Bank Savings Participation Agreement:**

Under the terms of the Bank Savings Participation Agreement, 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. As a result, 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 (x) on the Closing Date (being an amount equal to EUR 103,519,750.97) or (y) on the relevant Notes Payment Date in case of a purchase of a Further Advance Receivable which qualifies as a Bank Savings Mortgage Receivable or (z) on the relevant Mortgage Collection Payment Date in respect of a Savings Switch, 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 by the Issuer in respect of such Bank Savings Mortgage Receivable. See section 7.6 (*Sub-Participation*).

**Insurance Savings Participation Agreement:**

Under the terms of the Insurance Savings Participation Agreement, the Insurance Savings Participant will acquire participations in the relevant Savings Mortgage Receivables or Switch Mortgage Receivables with a Savings Alternative equal to amounts of Savings Premium paid by the relevant Borrower to the Insurance Savings Participant in respect of a Savings Insurance Policy or Switch Insurance Policy (including accrued interest thereon). In the Insurance Savings Participation Agreement, the Insurance Savings Participant will undertake to pay to the Issuer amounts equal to all amounts received as Savings Premium (including in respect of the Initial Insurance Savings Participation only, accrued interest thereon) on the relevant Savings Insurance Policies or Switch Insurance Policies. In return, the Insurance Savings Participant is entitled to receive the Insurance Savings Participation Redemption Available Amount in respect of the Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative from the Issuer. The amount of the Insurance Savings Participation with respect to a Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative, consists of (a) the Initial Insurance Savings Participation (i) at the Closing Date or (ii) in the case of purchase of a Further Advance Receivable to which a Savings Insurance Policy or a Switch Insurance Policy with a Savings Alternative is connected on the Notes Payment Date on which such Further Advance Receivable is purchased or (iii) in respect of a



Savings Switch on the relevant Mortgage Collection Payment Date (which in each case is equal to the sum of all amounts due to the Insurance Savings Participant as Savings Premium and accrued interest up to the first day of the month immediately preceding the month wherein the relevant Further Advance Receivable is purchased or the relevant Mortgage Collection Payment Date falls), (being, in case of the total Initial Insurance Savings Participation on the Closing Date an amount equal to EUR 43,742,640.94), increased on a monthly basis with (b) the sum of (i) amounts equal to the Savings Premium received by the Insurance Savings Participant and paid to the Issuer and (ii) a *pro rata* part, corresponding to the Insurance Savings Participation in the Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative, of the interest paid by the Borrower in respect of such Savings Mortgage Receivable or Switch Mortgage Receivable. See section 7.6 (*Sub-Participation*).

**Servicing  
Agreement:**

Under the Servicing Agreement, (i) the Servicer will agree to provide the Mortgage Loan Services as agreed in the Servicing Agreement 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 (ii) the Servicer will agree to provide the implementation of arrears procedures including, if applicable, the enforcement of Mortgages (see further section 7.5 (*Servicing Agreement*)).

On the Closing Date, the Servicer will appoint Stater Nederland B.V. as sub-servicer in accordance with the Servicing Agreement to provide the Mortgage Loan Services. NN Bank has decided to provide the Mortgage Loan Services in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. including the Mortgage Receivables (the "**Servicing Migration**"). Upon the Servicing Migration, the appointment of Stater Nederland B.V. as sub-servicer shall be terminated, which is expected to be completed within three (3) months after the Closing Date. As of such date the Servicer shall perform the Mortgage Loan Services itself.

## 2.7 GENERAL

### **Management Agreements:**

Each of the Issuer, the Security Trustee and the Shareholder have entered into a Management Agreement 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.

### 3. PRINCIPAL PARTIES

#### 3.1 ISSUER

Hypenn RMBS VII B.V. (the **Issuer**) was incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law on 19 May 2020. The statutory seat (*statutaire zetel*) of the Issuer is in Amsterdam, the Netherlands. The registered office of the Issuer 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 under number 78107989. The Issuer operates under Dutch law. The Legal Entity Identifier (LEI) of the Issuer is 72450044QJ5PCRWOWA46.

The Issuer is a special purpose vehicle, which objectives are (a) to acquire, purchase, conduct the management of, dispose of and to encumber assets including receivables under or in connection with loans granted by a third party or by third parties and to exercise any rights connected to such assets, (b) to acquire moneys to finance the acquisition of the assets including the receivables mentioned under (a), by way of issuing notes or other securities or by way of entering into loan agreements, (c) to on-lend and to invest any funds held by the Issuer, (d) to hedge interest rate and other financial risks, amongst others by entering into derivatives agreements, such as swaps, (e) in connection with the foregoing: (i) to borrow funds by way of issuing notes or other securities or by way of entering into loan agreements, amongst others to repay the obligations under the securities mentioned under (b); (ii) to grant and release security rights to third parties and (f) to do anything which, in the widest sense of the words, is connected with and/or may be conducive to the attainment of these objectives.

The Issuer has an authorised share capital of EUR 1 of which EUR 1 has been issued and is fully paid. All shares of the Issuer are held by Stichting Holding Hypenn RMBS VII (see section 3.2 (*Shareholder*)).

#### **Statement by the Issuer Director**

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, no profits and losses have been made or incurred and it has not declared or paid any dividends nor made any distributions, save for the activities related to its establishment and the securitisation transaction described in this Prospectus nor (ii) prepared any financial statements. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which the Issuer is aware) which may have, or have had during the 12 months prior to the date of this Prospectus, a significant effect on the Issuer's financial position or profitability.

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 the Issuer is Intertrust Management B.V. The managing directors of Intertrust Management B.V. are E.M. van Ankeren, D.H. Schornagel, T.T.B. Leenders and J. Hardeveld. The managing directors of Intertrust Management B.V. have chosen domicile at the office address of Intertrust Management B.V., being Prins Bernhardplein 200, 1097 JB Amsterdam. The sole shareholder of Intertrust Management B.V. is Intertrust (Netherlands) B.V.

Intertrust Management B.V. is also the Shareholder Director. The sole shareholder of Intertrust Management B.V. is Intertrust (Netherlands) B.V. The objectives of Intertrust Management B.V. are (a) advising of and mediation with respect to financial and related transactions, (b) acting as a finance company, and (c) the management of legal entities. Intertrust Management B.V. belongs to the same group of companies as Intertrust Administrative Services B.V. which is appointed (temporarily) as the sub-administrator of the Issuer Administrator and will replace NN Bank as Issuer Administrator upon the occurrence of a Capital Requirement Trigger Event or in case two (2) Business Days have lapsed upon the Issuer becoming aware of a material default by NN Bank of the performance of the Issuer Services which is not remedied within ten (10) Business Days.

The objectives of Intertrust Management B.V. are (a) to represent financial, economic and administrative interests domestically and abroad, (b) to act as trust office, (c) to participate in, to finance, to collaborate with, to conduct the management of companies and other enterprises, (d) to provide advice and other services; (e) to acquire, use and/or assign industrial and intellectual property rights, as well as real property, (f) to provide security for the debts of legal entities or of other companies with which the company is affiliated, or for the debts of third parties, (g) to invest funds and (h) to undertake all actions that are deemed to be necessary to the foregoing, or in furtherance thereof, all in the widest sense of the words.

The Issuer Director has entered into the Issuer Management Agreement with the Issuer and the Security Trustee pursuant to which the Issuer Director agrees and undertakes, *inter alia*, that it shall (i) manage the affairs of the Issuer in accordance with proper and prudent Dutch business practice and in accordance with the requirements of Dutch law and Dutch accounting practice 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 in such manner as to not adversely affect the then current credit ratings assigned to the Class A Notes and (ii) refrain from any action detrimental to any of the Issuer's rights and obligations under the Transaction Documents. In addition the Issuer Director agrees in the Issuer Management Agreement that it shall not agree to any modification of any agreement including, but not limited to, the Transaction Documents, or enter into any agreement, other than in accordance with the Trust Agreement and the other Transaction Documents.

The Issuer Management Agreement may be terminated by the Issuer (with the consent of the Security Trustee) or the Security Trustee upon the occurrence of certain termination events, including, but not limited to, a default by the Issuer Director (unless remedied within the applicable grace period), dissolution and liquidation of the Issuer Director or the Issuer Director being declared bankrupt or granted a suspension of payments, provided that the Credit Rating Agencies are notified of such default and after consultation with the Secured Creditors, other than the Noteholders. Furthermore, the Issuer Management Agreement can be terminated by the Issuer Director or the Security Trustee upon ninety (90) days prior written notice, provided that a Credit Rating Agency Confirmation in respect of each Credit Rating Agency is available in respect of such termination. The Issuer Director shall resign upon termination of the Issuer Management Agreement, provided that such resignation shall only be effective as from the moment (a) a new director reasonably acceptable to the Security Trustee has been appointed and (b) a Credit Rating Agency Confirmation in respect of each Credit Rating Agency is available in respect of such appointment.

There are no potential conflicts of interest between any duties to the Issuer of the Issuer Director and private interests or other duties of the Issuer Director. The Seller does not hold an interest in any group company of the Directors.

The auditor of the Issuer is Mazars Accountants N.V. The individual auditors which are "*registeraccountants*" of the Issuer's anticipated auditor, Mazars Accountants N.V., are members of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*). The address of Mazars Accountants N.V. is Delflandlaan 1, 1007 JG Amsterdam, the Netherlands.

The financial year of the Issuer coincides with the calendar year except for the first financial year which will end on 31 December 2021.

### **Capitalisation**

The following table shows the capitalisation of the Issuer as of the Closing Date as adjusted to give effect to the issue of the Notes:

#### **Share Capital**

Authorised Share Capital	EUR 1
Issued Share Capital	EUR 1

#### **Borrowings**

Class A Notes	EUR 1,962,000,000
Class B Notes	EUR 103,300,000
Class C Notes	EUR 2,100,000
Initial Bank Savings Participation	EUR 103,519,750.97
Initial Insurance Savings Participation	EUR 43,742,640.94

### 3.2 SHAREHOLDER

Stichting Holding Hypenn RMBS VII (the **Shareholder**) is a foundation (*stichting*) incorporated under Dutch law on 15 May 2020. The statutory seat (*statutaire zetel*) of the Shareholder 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 5214777. The Shareholder is registered with the Commercial Register of the Chamber of Commerce under number 78060761.

The objectives of the Shareholder are, *inter alia*, to incorporate, to acquire and to hold shares in the capital of the Issuer, to conduct the management of and to administrate shares in the Issuer, to exercise any rights connected to the shares in the Issuer, to grant loans to the Issuer and to alienate and to encumber shares in the Issuer.

The sole managing director of the Shareholder is Intertrust Management B.V. Intertrust Management B.V. is also the Issuer Director.

The objectives of Intertrust Management B.V. are, *inter alia*, (a) to participate in, to finance, to collaborate with and to conduct the management of companies and other enterprises and (b) to provide advice and other services.

The Shareholder Director has entered into the Shareholder Management Agreement pursuant to which the Shareholder Director agrees and undertakes to, *inter alia*, (i) manage the affairs of the Shareholder in accordance with proper and prudent Dutch business practice and in accordance with the requirements of Dutch law and accounting practice with the same care it exercises or would exercise the administration of similar matters whether held for its own account or for the account of third parties and in such manner as to not adversely affect the then current credit ratings assigned to the Class A Notes, and (ii) refrain from any action detrimental to the rights and the obligations of the Shareholder under or in connection with the Transaction Documents. In addition, the Shareholder Director agrees in the Shareholder Management Agreement that it shall not, as director of the Shareholder, enter into any agreement in relation to the Issuer other than the Transaction Documents to which it is a party, without Credit Rating Agency Confirmation, other than in accordance with the Trust Agreement and the other Transaction Documents.

### 3.3 SECURITY TRUSTEE

Stichting Security Trustee Hypenn RMBS VII is a foundation (*stichting*) incorporated under Dutch law on 12 May 2020. The statutory seat (*statutaire zetel*) of the Security Trustee is in Amsterdam and its registered office is at Jupiter Building, Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands and its telephone number is +31 88 5609950. The Security Trustee is registered with the Commercial Register of the Chamber of Commerce under number 78022177.

The objectives of the Security Trustee are *inter alia* (a) to act as security trustee for the benefit of the creditors of the Issuer under the Transaction Documents, including the holders of the Notes to be issued by the Issuer; (b) to acquire, hold 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 the Issuer, which is conducive to the acquiring and holding of the above mentioned security rights; and (c) to do anything which, in the widest sense of the words, is connected with and/or may be conducive to the attainment of the above.

The sole director of the Security Trustee is Erevia B.V., having its registered office at Jupiter Building, Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands. The managing directors of Erevia B.V. are Mr. R. Posthumus, Mr. H.J.D. Wolterman, Ms. C. Helsloot-van Riemsdijk and Ms. K.P. van Dorst.

The objectives of Erevia B.V. are, (a) to execute trust activities which in any case include: providing administrative and other services in the financial and economic area, incorporating and acquiring of, participating in, cooperating with, managing of, providing domicile to, and financing of other legal entities, the companies and businesses in which legal form whatsoever; (b) to provide and to enter into loans, to manage and dispose over registered property at its disposal as well as to provide security, also for the debt of others; and (c) to carry out all matters related or conducive to the above, with the objects to be given their most expansive possible interpretation.

The Security Trustee has agreed to act as security trustee for the holders of the Notes and to pay any amounts received from the Issuer or amounts collected by the Security Trustee under the Pledge Agreements to the Noteholders subject to and pursuant to the Trust Agreement and subject to and in accordance with the Post-Enforcement Priority of Payments.

In addition, the Security Trustee has agreed to act as security trustee vis-à-vis the other Secured Creditors and to pay to such Secured Creditors any amounts received from the Issuer or amounts collected by the Security Trustee under the Pledge Agreements to which the relevant Secured Creditor is a party subject to and pursuant to the Trust Agreement and subject to and in accordance with the Post-Enforcement Priority of Payments.

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 Agreement or any other Transaction Document to which it is a party, except in the event of its wilful misconduct (*opzet*), gross negligence (*grove nalatigheid*), fraud or bad faith, and it shall not be responsible for any act or negligence of persons or institutions selected by it with due care.

Without prejudice to any right of indemnity by law given to it, the Security Trustee and every attorney, manager, agent, delegate or other person appointed by it under the Trust Agreement shall be indemnified by the Issuer against, and shall on first demand be reimbursed in respect of all liabilities and expenses properly incurred by it in the execution or purported execution of its powers under the Trust Agreement or of any powers, authorities or discretions vested in it or him pursuant to the Trust Agreement and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Trust Agreement or otherwise.

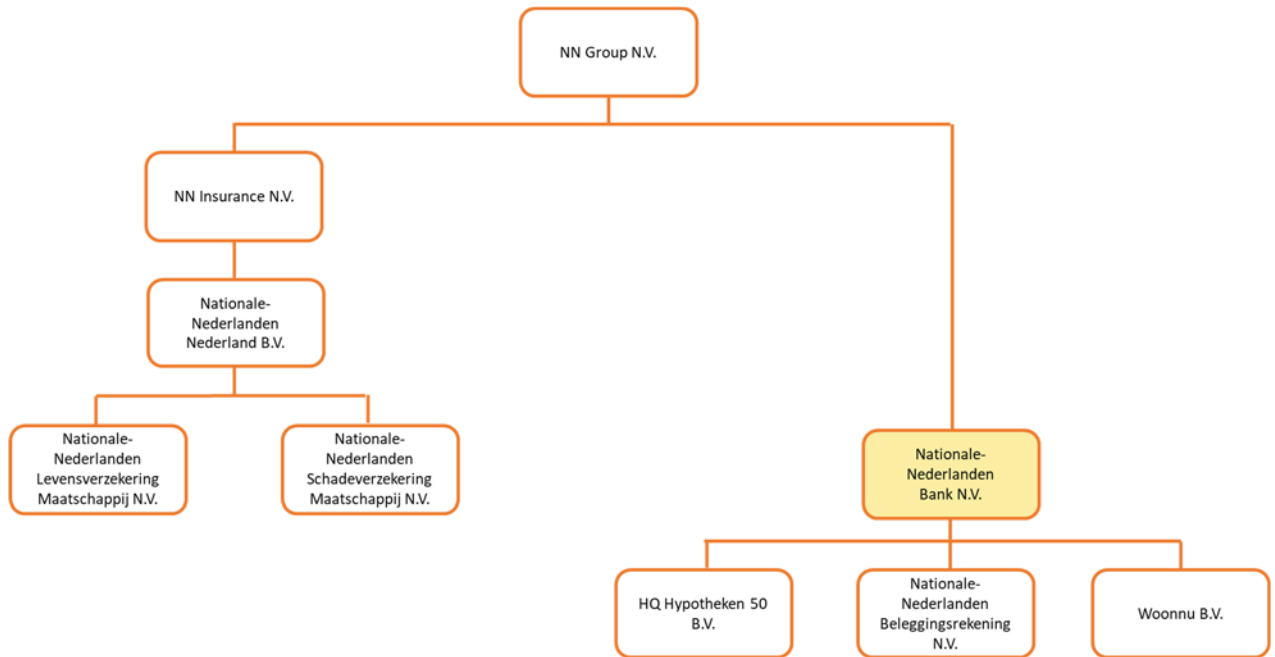
The Security Trustee Director has entered into the Security Trustee Management Agreement with the Security Trustee and the Issuer. In the Security Trustee Management Agreement the Security Trustee Director agrees and undertakes, *inter alia*, that it shall (i) manage the affairs of the Security Trustee in accordance with proper and prudent Dutch business practice and in accordance with the requirements of Dutch law and accounting practice and with the same care it exercises or would exercise the administration of similar matters whether held for its own account or for the account of third parties and in such manner as to not adversely affect the then current credit ratings assigned to the Class A Notes and (ii) refrain from any action detrimental to the Security Trustee's rights and the ability to meet its obligations under or in connection with the Transaction Documents. In addition the Security Trustee Director agrees in the Security Trustee Management Agreement that it will not agree to any alteration of any agreement including, but not limited to, the Transaction Documents, except in accordance with the Trust Agreement.

The Trust Agreement provides that the Security Trustee shall not retire or be removed from its duties under the Trust Agreement until all amounts payable to the Secured Creditors under the Transaction Documents have been paid in full. However, the Noteholders of the Most Senior Class of Notes shall have the power, exercisable only by an Extraordinary Resolution, to remove the Security Trustee Director as director of the Security Trustee. The Security Trustee Management Agreement with the Security Trustee Director may be terminated by the Security Trustee (or the Issuer on its behalf) upon the occurrence of certain termination events, including, but not limited to, a default by the Security Trustee Director (unless remedied within the applicable grace period), dissolution and liquidation of the Security Trustee Director or the Security Trustee Director being declared bankrupt or granted a suspension of payments, provided that the Credit Rating Agencies are notified of such default and after consultation with the Secured Creditors, other than the Noteholders. Furthermore, the Security Trustee Management Agreement can be terminated by the Security Trustee Director or the Security Trustee upon ninety (90) days prior written notice, provided that a Credit Rating Agency Confirmation in respect of each Credit Rating Agency is available in respect of such termination. The Security Trustee Director shall resign upon termination of the Security Trustee Management Agreement, provided that such resignation shall only be effective as from the moment (a) a new director reasonably acceptable to the Security Trustee has been appointed and (b) a Credit Rating Agency Confirmation in respect of each Credit Rating Agency is available in respect of such appointment.

The Security Trustee may agree, without the consent of the Noteholders and the other Secured Creditors, to (i) any modification of any of the provisions of the Trust Agreement, the Notes or any other Transaction Document which is of a formal, minor or technical nature or is made to correct a manifest error, or which is required under the Benchmark Regulation, the STS Regulation and/or for the transaction to qualify as STS Securitisation and (ii) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Agreement, the Notes or any other Transaction Documents, and any consent, including to the transfer of the 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 and the other Secured Creditors, provided that the Security Trustee (a) has notified the Credit Rating Agencies and (b) in its reasonable opinion, does not expect that the then current credit ratings assigned to the Class A Notes will be adversely affected as a consequence of any such modification, authorisation, waiver or consent (see section 4.1 (*Terms and Conditions*)).

### 3.4 SELLER

#### Group chart (simplified)



#### NN Group

NN Group N.V. is a financial service company active in 18 countries with a leading position in the Netherlands and a strong presence in a number of European markets and Japan. NN Group N.V. includes a.o. Nationale-Nederlanden, NN Investment Partners, ABN AMRO Insurance, Movir, AZL, BeFrank and OHRA.

NN Group N.V.'s roots lie in the Netherlands with a rich history that stretches back more than 170 years. With more than 14,000 employees, NN Group N.V. offers retirement services, insurance, investment and banking products to retail, self-employed workers, SME, large corporate and institutional customers.

NN Group is the leading life insurer in the Netherlands, with 41 per cent. market share in group pensions and 22 per cent. market share in individual life (see source 1 below). It also is the second largest non-life insurer in the Netherlands, with 28 per cent. market share in Disability & Accident and 21 per cent. market share in Property & Casualty<sup>1</sup>. NN Group is a top 3 player in Central and Eastern Europe (CEE) focusing on life and voluntary pensions. In Japan, NN Group is a top 3 player in corporate-owned life insurance (COLI) products<sup>2</sup>. The assets under management (AuM) at NN Investment Partners are EUR 276 billion at 4Q19.

NN Group N.V. is a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands. NN Group became a standalone company on 2 July 2014. Since that date, the shares in the share capital of NN Group N.V. have been listed on Euronext in Amsterdam under the listing name "NN Group". The shareholders' equity was EUR 30.8 billion at 31 December 2019. Recent key milestones for NN Group were the acquisition of Delta Lloyd, which was completed in April 2017 and the acquisition of the non-life business of Vivat N.V. from Athora Holding Ltd, which was completed in April 2020.

The NN Group governance manual describes the key structures, organisation and operating principles of NN Group, governing the standard management practices that apply to all operations of NN Group, amongst which NN Bank's operations. This also includes a reporting model between certain functions of NN Bank and NN Group.

<sup>1</sup> Source: DNB, based on the Gross Written Premium (GWP) data of 2017.

<sup>2</sup> Source: internal estimate NN Group based on the Annual Premium Equivalent (APE) data of the fiscal year 2017.



NN Group has a framework of policies, procedures and minimum standards in place to create consistency throughout its entire organisation, and to define minimum requirements that are binding to all group companies such as NN Bank.

NN Bank also has certain outstanding debt facilities with NN Group.

### **NN Bank**

NN Bank is a public company with limited liability (*naamloze vennootschap*) organised and operating under Dutch law and was incorporated on 26 April 2011 under the name Nationale-Nederlanden Bank N.V. NN Bank operates under the business names 'Nationale-Nederlanden Bank N.V.', 'Nationale-Nederlanden Bank', 'NN Bank', 'Nationale-Nederlanden', 'NN', 'Brickler', 'Delta Lloyd Bank', 'OHRA Bank', 'Delta Lloyd Hypotheken' and 'Amstelhuys'. The legal entity identifier (LEI) of NN Bank N.V. is 724500BICUQ0LF1AH770. The website of NN Bank N.V. is [www.nn.nl](http://www.nn.nl). Any information contained in or accessible through any website, including [www.nn.nl](http://www.nn.nl), does not form a part of this Prospectus and has not been reviewed or approved by the AFM.



NN Bank has its statutory seat in The Hague, the Netherlands and its registered office at Prinses Beatrixlaan 35-37, 2595 AK The Hague, the Netherlands, telephone number +31 (0)70 3418418. It is registered with the Business Register held by the Chamber of Commerce under number 52605884. According to article 2 of NN Bank's articles of association, its objectives are to conduct the banking business in the widest sense of the word, including to offer bank savings products, to broker in insurances, acquire, establish and develop real estate, and furthermore to participate in, to conduct the business of, to provide the funding and to give personal or collateral security for the commitments of and to provide services to other companies and institutions, of any type, but especially companies and institutions which are active in the area of the credit system, investments, and/or other financial services, as well as to undertake all actions that are deemed to be necessary to the foregoing, or in furtherance thereof.

### **Share capital**

NN Bank's authorised share capital at 31 December 2019 amounted to EUR 50,000,000, divided into 5,000,000 ordinary shares, each with a nominal value of EUR 10. NN Bank's issued share capital amounts to EUR 10,000,000, consisting of 1,000,000 ordinary shares, with a nominal value of EUR 10 each. The rights of the shareholders are described in NN Bank's articles of association in conjunction with Dutch company law. NN Bank is fully owned by NN Group.

### **Brief history**

NN Bank was founded on 26 April 2011 as a Dutch retail bank. It is a fully-owned subsidiary of NN Group, and its broad range of banking products is complementary to Nationale-Nederlanden's individual life and non-life insurance products for retail customers. On 1 July 2013, NN Bank entered into a legal merger with WestlandUtrecht Effectenbank N.V.

(WUE) and Nationale-Nederlanden Financiële Diensten B.V. (NNFD). As a result of this merger, WUE and NNFD ceased to exist as separate entities and NN Bank acquired all assets and liabilities of WUE and NNFD under universal title of succession (*algemene titel*), effective on 2 July 2013. NN Bank's purpose is to help retail customers secure their financial futures: helping them manage and protect their assets and income through mortgage loans, (internet) savings, bank annuities, consumer lending and retail investment products. In addition, NN Bank provides administration and management services to NN Group companies and external parties.

### Legal Mergers with Amstelhuys N.V. and OHRA Hypotheken Fonds N.V.

On 1 January 2018, Delta Lloyd Bank N.V. legally merged into NN Bank, followed by the legal mergers of Amstelhuys N.V. and OHRA Hypotheken Fonds N.V. (OHF) into NN Bank on 1 December 2019.

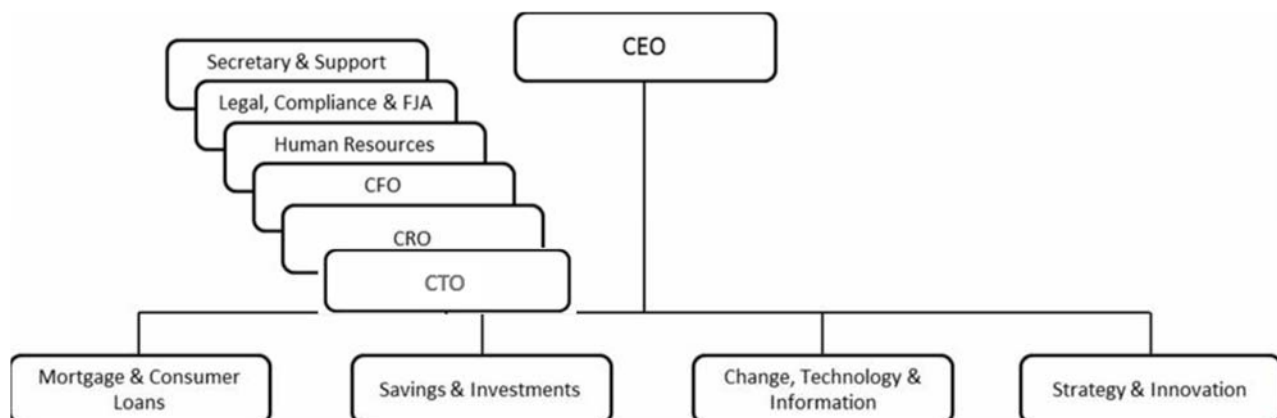
### Subsidiaries

NN Bank has three fully-owned subsidiaries:

1. HQ Hypotheken 50 B.V., which was founded on 21 August 2012 with statutory seat in Rotterdam, the Netherlands. Through this subsidiary, NN Bank offers mortgage loans to customers via a business partner.
2. Nationale-Nederlanden Beleggingsrekening N.V. This is a dormant company, not currently conducting any business or other activities.
3. Woonnu B.V. which was founded on 13 August 2019 with statutory seat in The Hague, the Netherlands. Woonnu B.V. intends to grant mortgage loans under the Woonnu label.

### Organisation

NN Bank is part of Nationale-Nederlanden Group in the Netherlands. NN Bank is organised in a value chain structure focused on its core retail banking activities: Mortgages & Consumer Loans and Savings & Investments. Each value chain is organised in such a way, that all responsibilities and activities regarding a specific product (e.g. mortgage loans) are embedded within that chain, i.e. from front to back.



In addition to these two operational chains, a separate Change, Technology & Information domain is responsible for general IT and operations not linked to a particular value chain.

NN Bank operates a stand-alone Treasury department, responsible for capital planning and the management of the funding (medium- and long-term), liquidity (short-term) and interest rate risk position. The starting point for the management of capital and the liquidity and interest rate risk position are the mortgage and customer savings portfolios.

### Strategy

NN Bank helps customers to secure their financial future. This is its common purpose and NN Bank aims to achieve this by primarily focusing on the situation and demands of its customers. The approach to customers is personal and the products and services are designed to meet their needs. Wherever possible, these products and services are available online, so the bank's customers can organise their finances quickly and easily.

The customer strategy of NN Bank is based on the overall strategy of NN Group and the 'Strategy NL'. The common objective is to help customers, particularly when it comes to securing their financial future. According to the Dutch

Strategy NL, "digital", "personal" and "relevant" are the key words that characterise the Nationale Nederlanden service. NN Bank added a fourth keyword: "convenience", which is essential in today's competitive market, as the data driven online world leads to consumers expecting personalised service and convenience. NN Bank's business unit offers various banking products and services to private individuals. Core products are mortgage loans and (bank annuity) savings.

NN Bank is able to compete with conventional banks since it does not have a branch network and hence can keep its costs low. This allows NN Bank to place the needs of its customers first and ensures that customers are happy to remain with the bank, purchase a greater share of their financial products from NN Bank and also recommend NN Bank to others.

In the coming years NN Bank will continue its current business strategy:

- primary focus on growth in mortgage loans and savings;
- investing in its customer service and processes; and
- simplifying its IT landscape.

In addition to the integration and investing in the customer relationship, NN Bank started exploring future business opportunities.

### **Revenue model**

The activities of NN Bank generate the following income flows:

- *Interest result*: which is the difference between (i) interest income (mainly comprising (long-term) interest received on mortgages and consumer loans) and (ii) interest expense (including (short-term) interest paid on internet savings accounts, deposits and wholesale funding as well as interest expense on debt securities issued, subordinated loans and other borrowed funds).
- *Net fee and commission income*: which is the difference between commission received and commission paid. Commission received mainly comprises the origination fee received on mortgage production for NN Life, servicing fees related to mortgage portfolios of other NN Group entities, NN Dutch Residential Mortgage Fund and ING Bank which NN Bank services and management fees on the investment portfolio. The commission paid mainly relates to lending commission on mortgages and consumer credits and services bought from third parties e.g. for servicing the mortgage offering process.
- *Other income*: mainly comprises gains and losses on financial transactions and valuation results on derivatives. Premiums and discounts depend on the market rates at the time of the sale versus the client rate on the sold mortgage.

### **Business**

NN Bank offers a range of banking products to mainly retail customers in the Netherlands. In 2018, NN Bank started offering an online savings product in Spain.

NN Bank's banking product offering, with mortgages and savings as its key products, includes the following: mortgages, (bank annuity) savings products, consumer credit and retail investments.

#### Mortgage Loans

NN Bank originated EUR 7.9bn of new mortgage loans in 2019, of which 99.3 per cent. was originated by NN Bank, 0.5 per cent. was originated by Amstelhuys N.V. and 0.2 per cent. was produced through HQ Hypotheken 50 B.V. Of the EUR 7.9bn production, 50 per cent. was originated for Nationale-Nederlanden Levensverzekering Maatschappij N.V., 10 per cent. for NN Dutch Residential Mortgage Fund and 9 per cent. for other NN Group entities.

In addition to the business of originating mortgage loans, NN Bank is also servicing mortgage loan portfolios for other NN Group companies, NN Dutch Residential Mortgage Fund and ING Bank N.V. In total NN Bank services EUR 50.1bn of mortgage loans, of which EUR 23.3bn for the life insurance businesses (Nationale-Nederlanden Levensverzekering Maatschappij N.V.), EUR 4.4bn for other NN Group entities, EUR 2.7bn for the NN Dutch Residential Mortgage Fund and EUR 1.7bn for ING Bank N.V.

#### (Bank annuity) savings

Main categories of savings products are bank annuities and on-line savings accounts. Bank annuities are fiscally driven savings products and include immediate annuities, deferred annuities and severance payment annuities.

### **Key risk metrics**

At year-end 2019 the key capital ratios of NN Bank were:

- Total Capital Ratio of 17.2%;
- CET1 ratio of 15.7%; and
- Leverage Ratio of 3.7%.

In addition, at year end 2019, the key liquidity and funding ratios of NN Bank were:

- Liquidity Coverage Ratio (LCR) of 173%;
- Net Stable Funding Ratio (NSFR) of 13.1%;
- Loan-to Deposit ratio of 128%; and
- Asset Encumbrance ratio of 22.3%.

### **Legal proceedings**

NN Bank is, and could be, involved in litigation and other binding proceedings involving claims by and against NN Bank that arise in the ordinary course of its business, including in connection with its activities as bank, investor and its position as employer and taxpayer. Such proceedings could entail that large or indeterminate amounts are sought. While it is not feasible to predict or determine the ultimate outcome of all pending or threatened legal and regulatory proceedings, NN Bank's management is - at the date of this Prospectus - not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are threatened) during the twelve (12) months prior to the date of this Prospectus that may have or have in the recent past, had a significant effect on the financial condition or profitability of NN Bank and its subsidiaries, other than as described below.

On 17 July 2018, two consumer organisations (*Consumentenbond* and *Vereniging Eigen Huis*) started proceedings as a test case against Amstelhuys N.V., at that moment a sister company of NN Bank, claiming that prepayment penalties charged prior 14 July 2016 should be recalculated and potentially be repaid to the borrowers. These claims have been rejected by Amstelhuys N.V. and Amstelhuys N.V. defended itself in these proceedings. The court hearing was held at 27 November 2019. The Amsterdam District Court delivered its verdict on 15 January 2020 and rejected all claims of the aforementioned consumer organisations against Amstelhuys N.V. and as such against NN Bank, following the merger of Amstelhuys N.V. into NN Bank on 1 December 2019. The decision of the Amsterdam Court has become final.

On 29 November 2019, the AFM published its decision to impose an administrative fine of EUR 1,125,000 on NN Bank for violation of article 4:34 of the Dutch Financial Supervision Act (which relates to the overextension of credit to consumers). NN Bank is not subject to any legal proceedings in this respect.

Currently, several legal proceedings regarding unit-linked products are pending before Dutch Courts and the KiFiD against Dutch insurance subsidiaries of NN Group N.V. Although NN Bank is not subject to any governmental, legal or arbitration proceedings regarding unit-linked products, actions against Dutch insurance subsidiaries of NN Group N.V. might lead to material losses for NN Bank. See for more information '*Risk Factors - Risks related to offering of Life Mortgage Loans and Switch Mortgage Loans with a Unit-Linked Alternative*'.

### **COVID-19**

COVID-19 has a substantial impact on financial markets, global trade, manufacturing and travel and is also having a negative impact on the markets in which the Seller is active. This in particular pertains to the mortgage market and the wholesale funding market.

The Seller's key priorities are to safeguard the wellbeing of its employees, serve its customers and have successfully managed to continue doing business. In that respect, the Seller has taken several measures to mitigate the impact of COVID-19:

- The Seller is following the recommendations of the Dutch government and currently nearly all work is done from home rather than its office locations;
- Payment holidays (postponement of payments) are being offered to borrowers on an individual basis who face temporary payment difficulties on their mortgage loans or consumer loans. On 31 May 2020, the Seller has offered a payment holiday to 0.7 per cent. of its mortgage loan clients. It is reasonable to expect that this percentage will increase over the course of 2020;
- Sufficient (backup) liquidity and funding alternatives are in place, hence for the foreseeable future no significant difficulties are expected in refinancing its funding positions and liquidity positions which are expected to remain above internal limits;
- No final dividend over 2019 was paid. The Seller follows the guidance received from DNB in view of the current COVID-19 that will ease the Dutch banking sector's capital requirements to support lending, combined with a restraint on dividend pay-out and share buyback. The Seller intends to resume dividend payments as of the moment

circumstances permit.

On 31 May 2020, NN Bank has offered forbearances to 0.7 per cent. of its mortgage loan clients. It is reasonable to expect that this percentage will increase over the course of 2020. The Mortgage Receivables as at the Initial Cut-Off Date do not include Mortgage Receivables with forbearances.

COVID-19 is likely to have an impact on the Seller and its profitability. However, at the date of this Prospectus it is too early to give a reliable indication of the impact on aggregate net profit for the full year 2020. Actual impact will be dependent on speed and shape of the recovery of the Dutch economy.

## MANAGEMENT BOARD AND SUPERVISORY BOARD

### General

NN Bank has a two tier board structure consisting of a management board (*raad van bestuur*) (the “**Management Board**”) and a supervisory board (*raad van commissarissen*) (the “**Supervisory Board**”).

NN Bank is managed by a three-member Management Board under the supervision of the Supervisory Board. The Management Board has the ultimate executive responsibility for NN Bank. The Management Board is responsible for profitability and for business and operational activities and the risks and controls they entail. The Management Board establishes NN Bank’s risk appetite (ratified by the Supervisory Board) and determines the risk policy framework, which it implements and monitors under the supervision of the Supervisory Board.

### Supervisory Board

#### Powers, responsibilities and functioning

The Supervisory Board is responsible for supervising the management of the Management Board and the general course of affairs of NN Bank and the business connected with it and providing advice to the Management Board. The Supervisory Board may, on its own initiative, provide the Management Board with advice and may request any information from the Management Board that it deems appropriate. In performing its duties, the Supervisory Board must consider and act in accordance with the interests of NN Bank and the business connected with it, taking into consideration the relevant interests of all the stakeholders of NN Bank (including its customers and personnel). The Management Board must timely provide the Supervisory Board with the information necessary for the performance of its duties. At least once a year, the Management Board must provide the Supervisory Board with a written report outlining NN Bank’s strategy, the general and financial risks faced by NN Bank and NN Bank’s management and control system.

The Supervisory Board has appointed one of its members as chairman. The Supervisory Board is assisted by (the head of) Legal and Compliance department of NN Bank.

#### Members of the Supervisory Board

As at the date of this Prospectus, the Supervisory Board consists of the following persons:

- Mr H.G.M. (Hein) Blocks (1945), chair (independent). Mr Blocks has a long background in the banking industry. He is also chair of Bestuur Stichting Administratiekantoor KLM (SAK2), member of the Raad van Advies Autoriteit Persoonsgegevens, member of the Commissie Toegang Notariaat (Min. Veiligheid en Justitie), member Raad van Toezicht Elisabeth Otter Knoll Stichting, member board Stichting Elah Nederland, chair Vereniging van Eigenaars Zuid Een Egmond, chair supervisory board Zeedijk N.V., member board Verzetsmuseum, member board Stichting BlocksGoetheer Fonds.
- Mr. A.A.G. (André) Bergen (1950) (independent), former CEO of the Belgian KBC Group, is an experienced management and supervisory board member of large financial institutions.
- Mr D. (Delfin) Rueda (1964), also chief financial officer and member and vice-chair of the executive board and management board of NN Group and member of the supervisory boards of NN Re (Netherlands) N.V., Nationale-Nederlanden Levensverzekering Maatschappij N.V., Movir N.V., Nationale-Nederlanden Schadeverzekering Maatschappij and NN Non-Life Insurance N.V., vice-chair of the CFO Forum and supervisory board member and chair of the audit committee of the supervisory board of Adyen N.V.
- G.A. (Guus) Schoorlemmer (1972), also head of risk oversight NN Group, member of the supervisory board and audit committee of NN Penzijní společnost, a.s., Nationale-Nederlanden Towarzystwo Ubezpieczen and Nationale-Nederlanden Towarzystwo Ubezpieczeń na Życie S.A., member of the supervisory board of Nationale-Nederlanden Usługi Finansowe S.A. and chairman of the supervisory board of NN Biztosító Zártkörűen Működő Részvénytársaság; member of the advisory board of Post-master Certified Integrated Risk Advisor, Universiteit van Amsterdam, Master verzekeringskunde, Amsterdam Business School and Master Law & Finance.

The business address of the members of the Supervisory Board is the registered address of NN Bank, at Prinses Beatrixlaan 35-37, 2595 AK The Hague, the Netherlands.

#### Potential conflicts of interest

Other than the fact that two members of the Supervisory Board Members are not independent from an NN Group N.V. perspective, because they are member of the executive board and/or management board, NN Bank is not aware of any

actual or potential conflicts of interests between any duties owed by the members of the Supervisory Board to NN Bank and any private interests or other duties that such person may have. There is no family relationship between any member of the Management Board or the Supervisory Board.

Conflicting interests are considered to be absent and are not reported if a member of the Supervisory Board obtains financial products and services from NN Bank, which are provided by NN Bank in the ordinary course of business on terms that apply to all personnel.

## **Management Board**

### **Powers, responsibilities and functioning**

The Management Board is entrusted with the general and day-to-day management, the strategy and the operations of NN Bank under the supervision of the Supervisory Board. In performing its duties, the Management Board must carefully consider and act in accordance with the interests of NN Bank and the business connected with it, taking into consideration the interest of all the stakeholders of NN Bank (including its customers and personnel). The Management Board, through the CEO, is required to keep the Supervisory Board informed, to consult with the Supervisory Board on important matters and to submit certain important decisions to the Supervisory Board for its approval (such as NN Bank's risk appetite, the medium term planning and NN Bank's risk policies). At least once a year, the Management Board must provide the Supervisory Board with a written report outlining NN Bank's strategy and the general and financial risks faced by NN Bank. Each of the members of the Management Board is responsible and accountable within the Management Board for the specific tasks as assigned. The members of the Management Board will attend Supervisory Board meetings if so requested.

The tasks and responsibilities of the members of the Management Board are allocated as follows:

- Chief Executive Officer (CEO)  
As chairman, the CEO is responsible for the liaison between the various members of the Management Board, so that they can take collective management responsibility for profitability and business and operational activities, and thus also the risk profile and control of the bank. The CEO reports hierarchically as well as functionally to the CEO Non-Life, Banking and Technology.
- Chief Financial Officer (CFO)  
The CFO is responsible for the financial function, including Financial accounting, Financial Management and Treasury. The CFO reports hierarchically to NN Bank's CEO and functionally ultimately into NN Group N.V.'s CFO.
- Chief Risk Officer (CRO)  
The CRO is responsible for the risk management function (second-line) and is jointly responsible with the business (first-line) for the risk profile within NN Bank. The CRO reports hierarchically to NN Bank's CEO and functionally ultimately into NN Group N.V.'s CRO.

### **Members of the Management Board**

As at the date of this Prospectus, the Management Board consists of the following persons:

- Mr A.J.M. (Marcel) Zuidam (1970), CEO and chairman; chairman of the Supervisory Board of Stichting NJHC, member of the Supervisory Board of Stichting Stayokay;
- Mr C.H.A. (Kees) van Kalveen (1971), CFO; statutory board member of Nationale-Nederlanden Beleggingsrekening N.V. and statutory board member of Stichting Nationale-Nederlanden Bank Beleggersgiro;
- Mr P.C.A.M. (Pieter) Emmen (1969), CRO; and
- Mr. D.C. (Dennis) Brussel (1972) CTO.<sup>3</sup>

The business address of the members of the Management Board is the registered address of NN Bank, at Prinses Beatrixlaan 35-37, 2595 AK The Hague, the Netherlands.

### **Potential conflicts of interest**

NN Bank is not aware of any actual or potential conflicts of interests between any duties owed by the members of the

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<sup>3</sup> Non statutory Board member as defined by Company Internal Governance in line with IAS 24

Management Board to NN Bank and any private interests or other duties that such person may have. There is no family relationship between any member of the Management Board or the Supervisory Board.

Conflicting interests are considered to be absent and are not reported if a member of the Management Board obtains financial products and services from NN Bank, which are provided by NN Bank in the ordinary course of business on terms that apply to all personnel.

### **Committees**

The Management Board has delegated a number of activities to specific committees within NN Bank. These committees have an advisory role to the Management Board or have been granted delegated authority. Those committees are as follows:

#### Asset and Liability Committee (ALCO)

The responsibilities of the Management Board with respect to asset and liability management are delegated to the ALCO. The ALCO is responsible for managing interest rate risk, liquidity risk, customer behaviour and for determining which capital instruments are to be deployed and for overseeing the implementation of (new) instruments. Within the ALCO financial risks associated with the banking business are discussed and reviewed with the individual members in order to address the risks in an integrated way. Credit Risk and Operational Risk are out of scope of ALCO's responsibilities, being dealt with by Credit Risk Management and Operational Risk Management respectively. The Management Board remains ultimately responsible for policy regarding, and management of, all NN Bank's risks.

#### Credit Risk Committee (CRC)

The responsibilities of the Management Board with respect to credit risk management are delegated to the CRC. The CRC is responsible for managing NN Bank's credit risk. The Management Board remains ultimately responsible for policy regarding, and management of, all NN Bank's risks.

#### Data Governance Committee (DGC)

Responsibilities of the Management Board with respect to data governance & quality management are delegated to the DGC. The DGC is responsible for maintenance and implementation of the policies regarding data governance & quality management. Decisions made in the DGC are mandatory guidance for those with an identified role in the data governance & quality management policy (e.g. data owners, data custodians, data stewards). The Management Board remains ultimately responsible for data governance and quality management within NN Bank.

#### Impairment and Provisioning Committee (IPC)

The IPC has been mandated to determine the Loan Loss Provisioning (LLP) of NN Bank in accordance with the methodology as described in the credit risk policy of NN Bank. The Management Board remains ultimately responsible for the LLP and the correctness of the used methodology and processes.

#### Non-Financial Risk Committee (NFRC)

The responsibilities of the Management Board with respect to non-financial risk management are delegated to the NFRC. The NFRC is responsible for managing non-financial risk. The Management Board remains ultimately responsible for policy regarding, and management of, all NN Bank's risks.

#### Crisis Committee (CC)

The main scope and responsibility of the CC is handling financial and non-financial crisis situations in accordance with the crisis management governance as described in NN Bank's recovery plan. NN Bank's crisis management governance frameworks meets four key crisis management governance criteria:

- Ensure separation between decision making and execution;
- Ensure tracking & logging of actions;
- Ensure unity of command;
- Ensure that NN Bank speaks with a single voice to its stakeholders and other parties.

The framework provides the necessary flexibility to tackle different financial crisis situations. It effectively facilitates NN Bank's mobilisation of the required expertise and to focus all efforts on finding, deciding on and bringing about an effective solution.

#### Balance Sheet Management Committee (BMC)

Responsibilities of the Management Board of NN Bank with respect to managing the balance sheet concerning ROE/profitability are delegated to the Balance Sheet Management Committee (BMC). The BMC is responsible for



optimisation of the pricing of savings and mortgages to ensure meeting at least ROE/profitability targets while striving for economic profit per product greater than zero. Decisions made in the BMC are mandatory guidance for the pricing committees. In scope are all products and the current key focus is on mortgages and savings.

#### Model Committee (MoC)

The responsibilities of the Management Board with respect to model risk management has been delegated to the MoC, including the approval authority for the models, methodologies and parameters. The Management Board remains ultimately responsible for policy regarding, and management of, all NN Bank's risks.

#### Product Approval & Review Committee (PRC)

The PRC has been established to support the Management Board with product approval and review. The PRC is responsible for coordination and oversight of approval and review of (new and existing) products of NN Bank.

#### Pricing Committees (PC)

There are two Pricing Committees, the Wealth Finance Pricing Committee (WFPC) for mortgages and consumer lending rates and the Wealth Accumulation Pricing Committee (WAPC) for savings products (including "Box 3" savings and "Banksparen"). Both Pricing Committees support the Management Board in determining and evaluating the client rates that NN Bank sets for its mortgages (including "overbruggingskredieten"), consumer lending and savings products. The Pricing Committees are mandated to decide on rate setting within limits set by the Management Board. When no limits are set the Pricing Committees advises the Management Board on rate setting.

#### Disclosure Committee (DC)

The Disclosure Committee advises the NN Group Disclosure Committee on bank relevant disclosures. Furthermore the committee assists NN Bank in providing full, fair, accurate, timely and understandable information in documents required to be filed by NN Bank in compliance with regulations (e.g. Annual Report, COREP, FINREP, Prospectus). The Disclosure Committee ensures that all disclosures made by NN Bank are accurate, complete, appropriate and fairly present NN Bank's condition.

#### Disclosure Committee, specific for inside information

The Disclosure Committee decides on issues (potentially) relating to inside information. It (i) decides whether information is inside information, (ii) decides whether or not to delay a publication of inside information, (iii) decides if a draft (emergency) press release must be prepared, (iv) records the time when the inside information first existed within NN Bank, (v) informs and liaises with the Disclosure Committee secretary of NN Group and (other members of the) Disclosure Committee of NN Group in relation to the possibility of inside information pertaining to NN Bank affecting NN Group.

### **Supervision**

NN Bank is a credit institution with a full Netherlands banking license and as such is supervised by the Dutch Central Bank (*De Nederlandsche Bank, "DNB"*) and by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten, "AFM"*).

### **Credit rating**

In January 2016, S&P assigned a long-term rating of single A and short-term rating of A-1 and stable outlook to NN Bank. On 11 April 2016, Fitch Ratings Limited assigned NN Group a financial strength rating of A+. On 7 October 2016, S&P placed NN Group on CreditWatch negative, after NN Group initially announced its intention to purchase Delta Lloyd Group in an all-cash transaction on 5 October 2016. Due to the highly strategic status to its parent, NN Bank was also put on CreditWatch negative as per 7 October 2016. On 11 May 2017, S&P lowered the insurer financial strength rating of NN Group with one notch to 'A' and the long-term counterparty credit rating of NN Group with one notch to 'BBB+' and the long-term counterparty credit rating of NN Bank to A-, both with a stable outlook. On 20 August 2019, S&P reconfirmed NN Bank's long-term rating of A- and short-term rating of A-1, with stable outlook.

### 3.5 SERVICER

The Issuer has appointed NN Bank to act as its Servicer in accordance with the terms of the Servicing Agreement.

As Stater Nederland B.V. currently provides Mortgage Loan Services in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V, NN Bank will on the Closing Date appoint Stater Nederland B.V. as sub-servicer in accordance with the Servicing Agreement to provide the Mortgage Loan Services. NN Bank has decided to provide the Mortgage Loan Services in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. including the Mortgage Receivables (the "**Servicing Migration**"). Upon the Servicing Migration, the appointment of Stater Nederland B.V. as sub-servicer shall be terminated, which is expected to be completed within three (3) months after the Closing Date. As of such date the Servicer shall perform the Mortgage Loan Services itself.

For further information on the Servicer see section 3.4 (*Seller*) and section 6.3 (*Origination and Servicing*).

### 3.6 ISSUER ADMINISTRATOR

The Issuer has appointed NN Bank to act as Issuer Administrator in accordance with the terms of the Administration Agreement, in order to provide certain of the Issuer Services in respect of the Mortgage Receivables.

On the Closing Date, the Issuer Administrator will appoint Intertrust Administrative Services B.V. as sub-administrator in accordance with the Administration Agreement to provide the Issuer Services. The appointment of Intertrust Administrative Services B.V. as sub-administrator is currently envisaged to be terminated within a certain period of time after the Closing Date whereupon the Issuer Administrator shall perform the Issuer Services itself.

If the Capital Requirement Trigger Event occurs or two (2) Business Days have lapsed upon the Issuer becoming aware of a material default by NN Bank of the performance of the Issuer Services which is not remedied within ten (10) Business Days, NN Bank will be replaced by the Back-Up Issuer Administrator in accordance with the Administration Agreement to carry out the Issuer Services.

For further information on the Issuer Administrator see section 3.4 (*Seller*).

### 3.7 OTHER PARTIES

<b>Cash Advance Facility Provider:</b>	BNG Bank.
<b>Issuer Account Bank:</b>	BNG Bank.
<b>Back-Up Issuer Administrator</b>	Intertrust Administrative Services B.V.
<b>Directors:</b>	Intertrust Management B.V., the sole director of the Issuer and of Stichting Holding Hypenn RMBS VII and Erevia B.V., the sole director of Stichting Security Trustee Hypenn RMBS VII.
<b>Paying Agent:</b>	ABN AMRO.
<b>Listing Agent:</b>	ABN AMRO.
<b>Arranger:</b>	NN Bank.
<b>Manager:</b>	NN Bank.
<b>Bank Savings Participant:</b>	NN Bank.
<b>Insurance Savings Participant:</b>	NN Leven.
<b>Central Securities Depository:</b>	Euroclear Netherlands.

## 4. NOTES

### 4.1 TERMS AND CONDITIONS

The terms and conditions (the "**Conditions**") will be as set out below and apply to the Notes issued in the minimum denomination of EUR 100,000. While the Notes remain in global form, the terms and conditions govern the Notes, except to the extent that they are not appropriate for Notes in global form. See section 4.2 (Form) below.

The issue of the EUR 1,962,000,000 Class A mortgage-backed notes 2020 due 2052 (the **Class A Notes**), the EUR 103,300,000 Class B mortgage-backed notes 2020 due 2052 (the **Class B Notes** and together with the Class A Notes, the **Mortgage-Backed Notes**), and the EUR 2,100,000 Class C notes 2020 due 2052 (the **Class C Notes** and together with the Class B Notes, the **Subordinated Notes** and together with the Mortgage-Backed Notes, the **Notes**) was authorised by a resolution of the Issuer Director passed on 5 June 2020. The Notes are or will be issued under the Trust Agreement as amended from time to time on or about the Closing Date.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of (i) the Trust Agreement, which will include the priority of payments and the forms of the Notes and Coupons, and forms of the Temporary Global Notes and the Permanent Global Notes, (ii) the Paying Agency Agreement, (iii) the Servicing Agreement, (iv) the Parallel Debt Agreement and (v) the Pledge Agreements.

Unless otherwise defined herein, words and expressions used below are defined in a master definitions agreement dated the Closing Date and entered into between the Issuer, the Security Trustee, the Seller and certain other parties as amended from time to time (the **Master Definitions Agreement**). Such words and expressions shall, except where the context requires otherwise, have the same meanings in these Conditions. If the terms or definitions in the Master Definitions Agreement conflict with the terms and/or definitions used herein, the terms and definitions of these Conditions shall prevail. As used herein, **Class** means the Class A Notes, the Class B Notes or the Class C Notes, as the case may be.

Copies of the Trust Agreement, the Paying Agency Agreement, the Parallel Debt Agreement, the Pledge Agreements, and the Master Definitions Agreement and certain other Transaction Documents (see section 8 (*General*) below) are available for inspection, free of charge, by Noteholders and prospective noteholders at the specified office of the Paying Agent, being at the date hereof Gustav Mahlerlaan 10, 1082 PP Amsterdam, the Netherlands, and the present office of the Security Trustee, being at the date hereof Jupiter Building, Herikerbergweg 88, 1101 CM 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 Agreement, the Paying Agency Agreement, the Parallel Debt Agreement, the Pledge Agreements and the Master Definitions Agreement and reference to any document is considered to be a reference to such document as amended, supplemented, restated, novated or otherwise modified from time to time.

#### 1. Form, Denomination and Title

Each of the Notes will be available in bearer form serially numbered with Coupons attached upon issue in denominations of EUR 100,000. Under Dutch law, the valid transfer of the Notes and of the Coupons appertaining thereto requires, *inter alia*, delivery (*levering*) thereof. The Issuer, the Security Trustee and the Paying Agent 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 purpose, including payment and no person shall be liable for so treating such holder. The signatures on the Notes will be in facsimile.

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

- (a) The Notes of each Class are direct and unconditional obligations of the Issuer and rank *pari passu* and rateably without any preference or priority among Notes of the same Class.
- (b) In accordance with and subject to the provisions of Conditions 4, 6 and 9 and the Trust Agreement (i) payments of principal on the Class B Notes are subordinated to, *inter alia*, payments of principal on the Class A Notes and (ii) payments of principal on the Class C Notes are, in accordance with the Revenue Priority of Payments,

subordinated to, *inter alia*, payments of principal on the Class A Notes and the Class B Notes (in the case of any shortfall reflected on the Principal Deficiency Ledger) and to payments of interest on the Class A Notes.

- (c) The Security for the obligations of the Issuer towards, *inter alia*, the Noteholders will be created pursuant to, and on the terms set out in, the Trust Agreement and the Pledge Agreements, which will create, *inter alia*, the following security rights:
- (i) a first ranking pledge by the Issuer in favour of the Security Trustee over the Mortgage Receivables, the NHG Advance Rights and the Beneficiary Rights and all rights ancillary thereto;
  - (ii) a first ranking pledge by the Issuer in favour of the Security Trustee over the Issuer Rights.
- (d) The obligations under the Notes will be secured (indirectly) by the Security. The obligations under the Class A Notes will rank in priority to the Subordinated Notes, and the Class B Notes will rank in priority to the Class C Notes in the event of the Security being enforced. The Trust Agreement contains provisions requiring the Security Trustee to have regard only to the interests of the Noteholders of a Class and not to consequences of such exercise upon individual Noteholders as regards all powers, trust, authorities, duties and discretions of the Security Trustee (except where expressly provided otherwise). If, in the sole opinion of the Security Trustee, there is a conflict of interest between any Classes of Noteholders, the Security Trustee shall have regard only to the interests of the Most Senior Class. 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 ranking set out in the Post-Enforcement Priority of Payments set forth in the Trust Agreement determines which interest of which Secured Creditor prevails. **Higher Ranking Class** means, in relation to any Class of Notes, each Class of Notes which has not been previously redeemed or written off in full and which ranks higher in priority to it in the Post-Enforcement Priority of Payments.

### 3. Covenants of the Issuer

As 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 Transaction Documents or (ii) with the prior written consent of the Security Trustee:

- (a) carry out any business other than as described in the Prospectus, except as contemplated in the Transaction Documents;
- (b) incur 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 on 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 any person;
- (e) permit the validity or effectiveness of the Parallel Debt and the Pledge Agreements, 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 Accounts, unless all rights in relation to such account will have been pledged to the Security Trustee as provided in Condition 2(c)(ii);
- (h) take any action for its entering into a suspension of payments or bankruptcy or its dissolution or liquidation or being converted into a foreign entity; and

- (i) take any action which will cause its centre of main interest (as referred to in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on Insolvency Proceedings) to be located outside the Netherlands.

#### 4. Interest

##### I. Interest on the Class A Notes

###### (a) *Period of accrual*

The Class A Notes shall bear interest on their Principal Amount Outstanding from and including the Closing Date. Each such Class A Note (or with respect to the redemption of part only of a Class A Note, that part only of such Class A Note) shall cease to bear interest from its due date for redemption unless, upon due presentation of such Class A Note, 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 judgment) at the rate applicable to such Class A Note up to but excluding the date on which, on presentation of such Class A Note, payment in full of the relevant amount of principal is made or (if earlier) the seventh day after notice is duly given by the Paying Agent 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 truly made, payment is in fact made.

Whenever it is necessary to compute an amount of interest in respect of any Class A Note for any period (including any Interest Period), such interest shall be calculated on the basis of the actual days elapsed in such period and a year of 365 days and in case of a leap year, 366.

###### (b) *Interest Periods and Notes Payment Dates*

Interest on the Class A Notes is payable by reference to the successive Interest Periods. 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 July 2020.

Interest on the Class A Notes shall be payable in arrear in EUR on each Notes Payment Date.

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

Up to (but excluding) the First Optional Redemption Date, interest on the Class A Notes will accrue at an annual fixed rate equal to 0.75 per cent. per annum.

###### (d) *Interest on the Class A Notes following the First Optional Redemption Date*

If on the First Optional Redemption Date the Class A Notes will not have been redeemed in full, the rate of interest applicable to the Class A Notes will accrue as of such date at an annual fixed rate equal to 1.00 per cent. per annum.

##### II. No interest on the Subordinated Notes

The Subordinated Notes will not bear any interest.

#### 5. Payment

- (a) Payment of principal and interest, if any, in respect of the 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 Agent by transfer to a euro account maintained by the payee with a bank in the European Union. All such payments are subject to any fiscal or other laws and regulations applicable in the place of payment and any FATCA Withholding.
- (b) At the Final Maturity Date, or at such earlier date on which the Notes become due and payable, the Notes should be presented for payment together with all unmatured Coupons appertaining thereto, failing which the full amount of any such missing unmatured Coupons (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupons which the sum of principal so paid bears to the total amount of principal due) will be deducted from the sum due for payment. Each amount so deducted will be paid in the

manner mentioned above against surrender of the relevant missing Coupon at any time before the expiry of five years following the due date for payment of such principal (whether or not such Coupons would have become unenforceable pursuant to Condition 8).

- (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 together with the relevant Coupon (a **Local Business Day**) the holder of the Note shall not be entitled to payment until the next following Local Business Day, or to any interest or other payment in respect of such delay, provided that with respect to payment by transfer to a euro account as referred to above, the Paying Agent shall not be obliged to credit such account until the Local Business Day immediately following the day on which banks are open for business in the Netherlands. The name of the Paying Agent and details of its offices are set out on the last page of the Prospectus.
- (d) The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent and to appoint additional or other paying agents provided that no paying agents located in the United States of America will be appointed and that 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 will be given to the Noteholders in accordance with Condition 13.

## 6. Redemption

### (a) *Final redemption*

If and to the extent not otherwise redeemed, the Issuer will redeem the Notes at their respective Principal Amount Outstanding less in respect of the Class B Notes, the relevant Principal Shortfall on the Final Maturity Date.

### (b) *Mandatory redemption of the Mortgage-Backed Notes*

Unless previously redeemed in full and provided that no Enforcement Notice has been served in accordance with Condition 10, the Issuer will be obliged to apply the Available Redemption Funds to (partially) redeem the Mortgage-Backed Notes, on each Notes Payment Date at their respective Principal Amount Outstanding, on a *pro rata* and *pari passu* basis within each Class, subject to Condition 9(a), in the following order:

- (a) *first*, the Class A Notes, until fully redeemed; and
- (b) *second*, the Class B Notes, until fully redeemed.

### (c) *Optional Redemption*

Unless previously redeemed in full, the Issuer may at its option on each Optional Redemption Date redeem all (but not some only) of the Mortgage-Backed Notes at their respective Principal Amount Outstanding, subject to in respect of the Class B Notes, Condition 9(a).

The Issuer shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Seller and the Security Trustee.

### (d) *Redemption of the Class C Notes*

Provided that no Enforcement Notice has been served in accordance with Condition 10, the Issuer shall be obliged to apply the Class C Available Redemption Funds to redeem or to partially redeem on a *pro rata* basis and *pari passu* within the Class C Notes on each Notes Payment Date (the first falling in July 2020) until fully redeemed. In respect of each Class C Note, the Class C Redemption Amount will be applied on a Notes Payment Date. Following application of the Class C Redemption Amount to redeem a Class C Note, the Principal Amount Outstanding of such Class C Note shall be reduced accordingly.

### (e) *Redemption for tax reasons*

All (but not some only) of the Notes may be redeemed in whole (and not in part) at the option of the Issuer on any Notes Payment Date, at their Principal Amount Outstanding, if, immediately prior to giving such notice, the Issuer has satisfied the Security Trustee that:

- (a) 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 of the Netherlands or any



other jurisdiction 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; and

- (b) 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 due in respect of the Notes and any amounts required to be paid in priority or *pari passu* with each Class of Notes in accordance with the Trust Agreement.

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 subject to Condition 9(a), at the same time.

The Issuer shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Seller and the Security Trustee.

(f) *Determination of relevant amounts*

- (i) On each Notes Calculation Date, the Issuer shall determine (or cause the Issuer Administrator to determine) (a) the Available Principal Funds, the Revenue Shortfall Amount, the Available Redemption Funds and the Class C Available Redemption Funds and (b) the amount of the Redemption Amount due for the relevant Class of the Mortgage-Backed Notes and the Class C Redemption Amount on the relevant Notes Payment Date and (c) the Principal Amount Outstanding of the relevant Note on the first day following such Notes Payment Date. Each such determination by or on behalf of the Issuer shall in each case (in the absence of a manifest error) be final and binding on all persons.
- (ii) On each Notes Calculation Date the Issuer shall cause each determination of (a) the Available Principal Funds, the Revenue Shortfall Amount, the Available Redemption Funds and the Class C Available Redemption Funds (b) the amount of the Redemption Amount due for the relevant Class of Mortgage-Backed Notes on the Notes Payment Date and the Class C Redemption Amount and (c) the Principal Amount Outstanding of the Notes to be notified forthwith to the Security Trustee, the Paying Agent, Euroclear Netherlands and to the holders of Notes in accordance with Condition 13. If no Redemption Amount or Class C Redemption Amount is due to be paid on the Mortgage-Backed Notes or the Class C Notes respectively on any applicable Notes Payment Date, a notice to this effect will be given to the Noteholders in accordance with Condition 13.
- (iii) If the Issuer or the Issuer Administrator on its behalf does not at any time for any reason determine any of the amounts set forth in item (i) above, such amount shall be determined by the Security Trustee in accordance with this Condition (but based upon the information in its possession as to the relevant amounts and each such determination or calculation shall be deemed to have been made by the Issuer and shall in each case (in the absence of a manifest error) be final and binding on all persons.

(g) *Definitions*

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

**Available Redemption Funds** means, on any Notes Payment Date as calculated on the immediately preceding Notes Calculation Date, being the aggregate amount of:

- (i) the Available Principal Funds (from which the Revenue Shortfall Amount is excluded); **less**
- (ii) during the Further Advance Purchase Period any amounts which are applied in satisfaction of the Initial Purchase Prices of Further Advance Receivables on such Notes Payment Date.

**Class C Available Redemption Funds** means on any Notes Payment Date, an amount equal to the Available Revenue Funds remaining after all payments ranking above item (j) in the Revenue Priority of Payments have been made in full on such Notes Payment Date.

**Class C Redemption Amount** means the principal amount so redeemable in respect of each Class C Note on the relevant Notes Payment Date which shall be equal to the Class C Available Redemption Funds divided by

the number of Class C Notes subject to such redemption (rounded down to the nearest euro).

**Principal Amount Outstanding** on any date shall be the principal amount of that Note upon issue less the aggregate amount of all Redemption Amounts, that have become due and payable prior to such date, provided that for the purpose of Conditions 4, 6 and 10 all Redemption Amounts that have become due and not been paid shall not be so deducted.

**Redemption Amount** in respect of a Note, the principal amount redeemable on the relevant Notes Payment Date in accordance with Conditions 6(c) and 6(d), shall be the aggregate amount (if any) of the Available Redemption Funds on the Notes Calculation Date relating to such Notes Payment Date available for a Class of Notes divided by the Principal Amount Outstanding of the relevant Class subject to such redemption (rounded down to the nearest euro) and multiplied by the Principal Amount Outstanding of the relevant Note on such Notes Calculation Date, provided always that the Redemption Amount may never exceed the Principal Amount Outstanding of the relevant Note of the relevant Class. Following application of the Redemption Amount to redeem a Note, the Principal Amount Outstanding of such Note shall be reduced accordingly.

## 7. Taxation

### (a) *General*

All payments by the Issuer or the Paying Agent 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 are imposed by or on behalf of the Netherlands or any other jurisdiction or political subdivision, or any authority therein or thereof having power to tax, unless required by applicable law. In that event, the Issuer or the Paying Agent (as the case may be) shall make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Noteholders. Any such amounts withheld or deducted will be treated as paid for all purposes under the Notes. Neither the Paying Agent nor the Issuer will be obliged to pay any additional amounts to the Noteholders in respect of any such withholding or deduction.

### (b) *FATCA Withholding*

Payments in respect of the Notes might be subject to any FATCA Withholding. Any such amounts withheld or deducted will be treated as paid for all purposes under the Notes, and no additional amounts will be paid by the Issuer or the Paying Agent on the Notes with respect to any such FATCA Withholding.

## 8. Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons appertaining thereto 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) *Principal*

Any payments to be made in accordance with Condition 6(a) (*Final Redemption*), Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*) and Condition 6(c) (*Optional Redemption*) are subject to Condition 9(a).

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. If, on any Notes Calculation 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 the immediately succeeding Notes Payment Date shall not exceed its Principal Amount Outstanding less the 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 after the date on which the Issuer no longer holds any Mortgage Receivables and there is no balance standing to the credit of the Issuer Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

The Class C Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Class C Notes after the date on which the Issuer no longer holds any Mortgage Receivables and there is no balance standing to the credit of the Issuer Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

(b) *Limited Recourse*

The Noteholders and the other Secured Creditors shall not have recourse on any assets of the Issuer other than (i) the Mortgage Receivables, (ii) the balance standing to the credit of the Issuer Accounts and (iii) the amounts receivable by the Issuer under the Transaction Documents.

In the event that the Security in respect of the Notes and the Coupons appertaining thereto has been fully enforced and the proceeds of such enforcement and any other amounts received by the Security Trustee, after payment of all other claims ranking under the Trust Agreement in priority to a Class of Notes, as applicable, are insufficient to pay in full all principal and interest, if any, and other amounts whatsoever due in respect of such Class of Notes, as applicable, the Noteholders of the relevant Class of Notes, as applicable, shall have no further claim against the Issuer or the Security Trustee in respect of any such unpaid amounts.

## 10. Events of Default

The Security Trustee at its discretion may, and if so directed by an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes (subject, in each case, to being indemnified to its satisfaction) (in each case, the **Relevant Class**) shall (but following 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 a 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 (each an **Event of Default**) shall occur:

- (a) the Issuer fails to pay any amount of principal or interest in respect of the Notes of the Relevant Class within 14 days of the due date for such payment in accordance with these Conditions; or
- (b) the Issuer fails to perform any of its other obligations binding on it under the Notes of the Relevant Class, the Trust Agreement, 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 30 days after written notice 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 30 days; or
- (d) if any order shall be made by any competent court or other authority or a resolution passed for the dissolution or winding-up of the Issuer or for the appointment of a bankruptcy trustee 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 suspension of payments (*surseance van betaling*) or for bankruptcy (*faillissement*) or is declared bankrupt, 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 Agreement and 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 Relevant Class regardless of whether an Extraordinary Resolution is passed by the holder of such Class or Classes of Notes ranking junior

to the Relevant Class, unless an Enforcement Notice in respect of the Relevant Class 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 Relevant Class, 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 Relevant Class.

The delivery of an Enforcement Notice will be reported to the Noteholders without undue delay in accordance with Condition 13.

#### **11. Enforcement and non petition**

- (a) At any time after an Enforcement Notice has been given and the Notes of any Class become due and payable, 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, including the making of a demand for payment thereunder, the Trust Agreement, the Pledge Agreements and the Notes and any of the other Transaction Documents, but it need not take any such proceedings unless (i) it shall have been directed by an Extraordinary Resolution of the holders of the Relevant Class 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, winding-up, reorganisation, arrangement, insolvency or liquidation proceeding until the expiry of a period of at least one year after the latest maturing Note is paid in full. The Noteholders accept and agree that the only remedy of the Security Trustee 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 Agreement contains provisions for the indemnification of the Security Trustee in the circumstances set out therein 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**

Notices to the Noteholders will be deemed to be validly given if published on the DSA website, being at the time [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl) and the website of the Issuer, being at the time <http://cm.intertrustgroup.com/> or, if such website shall cease to exist or timely publication thereon shall not be practicable, in such manner as the Security Trustee shall approve and, as long as the Class A Notes are listed on Euronext Amsterdam, any notice will also be made to Euronext Amsterdam if such is a requirement of Euronext Amsterdam at the time of such notice. Any such notice shall be deemed to have been given on the first date of such publication. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given at such date, as the Security Trustee shall approve.

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

The Trust Agreement contains provisions for convening meetings of the Noteholders of any Class 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 meeting, a resolution of the Noteholders of the relevant Class may be passed in writing - including by facsimile or e-mail, 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.

- (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 (ii) the Noteholders of a Class or by Noteholders of one or more Class or Classes, as the case may be, holding not less than 10 per cent. in Principal Amount Outstanding of the Notes of such Class or of the Notes of such Class or Classes, as the case may be.

(b) Quorum

The quorum for the adoption of an Extraordinary Resolution is two-thirds of the Principal Amount Outstanding of the Notes of the relevant Class or of one or more Class or Classes, as the case may be, and for an Extraordinary Resolution approving a Basic Terms Change the quorum shall be at least seventy-five (75) per cent. of the Principal Amount Outstanding of the relevant Class of Notes.

If at a meeting a quorum is not present, a second meeting will be held not less than fourteen (14) nor more than thirty (30) calendar days after the first meeting. At such second meeting an Extraordinary Resolution, including an Extraordinary Resolution approving a Basic Terms Change, can be adopted regardless of the quorum being represented at such meeting.

(c) Extraordinary Resolution

A Meeting shall have power, exercisable only by Extraordinary Resolution, without prejudice to any other powers conferred on it or any other person:

- a. to approve any proposal for a Basic Terms Change and for any other modification of any provisions of the Trust Agreement, the Conditions or the Notes or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;
- b. to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Trust Agreement or the Notes or any act or omission which might otherwise constitute an Event of Default under the Notes;
- c. to authorise the Security Trustee (subject to it being indemnified and/or secured to its satisfaction) or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- d. to discharge or exonerate the Security Trustee from any liability in respect of any act or omission for which it may become responsible under the Trust Agreement or the Notes;
- e. to give any other authorisation or approval which under the Trust Agreement or the Notes is required to be given by Extraordinary Resolution; and
- f. to appoint any persons as a committee to represent the interests of Noteholders and to confer upon such committee any powers which Noteholders could themselves exercise by Extraordinary Resolution.

(d) Limitations

An Extraordinary Resolution passed at any Meeting of the Most Senior Class of Notes shall be binding upon all Noteholders of a Class other than the Most Senior Class of Notes 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 Class or unless and to the extent that it shall not, in the sole opinion of the Security Trustee, be materially prejudicial to the interests of Noteholders of each such Class.

A resolution of Noteholders of a Class or by Noteholders of one or more Class or Classes, as the case may be, 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.

(e) Modifications agreed with the Security Trustee

The Security Trustee may agree without the consent of the Noteholders and the other Secured Creditors, to (i) any modification of any of the provisions of the Trust Agreement, the Notes or any other Transaction Document which is of a formal, minor or technical nature or is made to correct a manifest error, or which is required under the Benchmark Regulation, the STS Regulation and/or for the transaction to qualify as STS Securitisation and (ii) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Agreement, the Notes or any other Transaction Documents, and any consent, including to the transfer of the 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 and the other Secured Creditors, provided that the Security Trustee (a) has notified the Credit Rating Agencies and (b) in its reasonable opinion, does not expect that the then current credit ratings assigned to the Class A Notes will be adversely affected as a consequence of any 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.

The Security Trustee may agree with the other parties to any Transaction Document, without the consent of the Noteholders and the other Secured Creditors, to any modification of the relevant Transaction Documents, in order to enable the Issuer to implement the institution of a collection foundation structure under which all mortgage collections will be paid to an account of a bankruptcy remote foundation, provided that a Credit Rating Agency Confirmation is available.

(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, the Class B Noteholders and the Class C 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.

**Basic Terms Change** means, in respect of Notes of one or more Class or Classes, as the case may be, a change (i) of the date of maturity of the relevant Notes, (ii) which would have the effect of postponing any day for payment of interest or principal in respect of the relevant Notes, (iii) of the amount of principal payable in respect of the relevant Notes, (iv) of the rate of interest, if any, applicable in respect of the relevant Notes, (v) of the Revenue Priority of Payments, the Redemption Priority of Payments or the Post-Enforcement Priority of Payments, (vi) in the definition of Basic Terms Change, (vii) of the quorum or majority required to pass an Extraordinary Resolution or (viii) of Schedule 1 to the Trust Agreement.

**Extraordinary Resolution** means a resolution passed at a Meeting duly convened and held by the Noteholders of one or more Class or Classes, as the case may be, 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.

## 15. Replacement 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 Agent 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 and Jurisdiction

The Notes and Coupons and any non-contractual obligations arising out of or in relation to the Notes and Coupons, shall be governed by, and will be construed in accordance with, Dutch law. Any disputes arising out of or in connection with the Notes and Coupons, including, without limitation, disputes relating to any non-contractual obligations arising out of or in relation to the Notes and Coupons, shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

## 4.2 FORM

Each Class of Notes shall be initially represented by a Temporary Global Note in bearer form, without coupons, (i) in the case of the Class A Notes in the principal amount of EUR 1,962,000,000, (ii) in the case of the Class B Notes in the principal amount of EUR 103,300,000 and (iii) in the case of the Class C Notes in the principal amount of EUR 2,100,000. Each Temporary Global Note will be deposited with Euroclear Netherlands on or about the Closing Date. Upon deposit of each such Temporary Global Note, Euroclear Netherlands, 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. Interests in each Temporary Global Note will be exchangeable (provided certification of non-US beneficial ownership by the Noteholders has been received) not earlier than forty (40) days after 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. On the exchange of each Temporary Global Note for the relevant Permanent Global Note of the relevant Permanent Global Note will remain deposited with Euroclear Netherlands.

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. The Class A Notes are intended upon issue to be deposited with Euroclear Netherlands which is the Dutch Central Securities Depository, but this does not necessarily 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. The Subordinated Notes are not intended to be held in a manner which allows Eurosystem eligibility. The Notes are held in book-entry form.

The Global Notes will be transferable by delivery (*levering*). Each Permanent Global Note will be exchangeable for Definitive Notes only in the exceptional circumstances described below. Such Notes in definitive form shall be issued in denominations of EUR 100,000 and integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 199,000 or, as the case may be, in the then Principal Amount Outstanding of the Notes on such Exchange Date. No Notes in definitive form will be issued with a denomination above EUR 199,000.

For so long as any Notes are represented by a Global Note, such Notes will be transferable in accordance with the rules and procedures for the time being of Euroclear Netherlands, in the minimum authorised denomination of EUR 100,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 199,000. Definitive Notes, if issued, will only be printed and issued in denominations of EUR 100,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 199,000. All such Notes will be serially numbered and will be issued in bearer form with (at the date of issue) Coupons and, if necessary, talons attached.

Each of the persons shown in the records of Euroclear Netherlands 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 Netherlands. 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. Each person must give a certificate as to non-US 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.

For so long as all of the Notes are represented by the Global Notes and such Global Notes are held on behalf of Euroclear Netherlands, notices to Noteholders may be given by delivery of the relevant notice to Euroclear Netherlands 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 requirement of such stock exchange will be met). Any such notice shall be deemed to have been given to the Noteholders one day after the day on which such notice is delivered to Euroclear Netherlands.

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 Netherlands 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 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 Netherlands 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.

If after the Exchange Date (i) Euroclear Netherlands 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 to permanently cease business and no alternative clearance system satisfactory to the Security Trustee is available, or (ii) as a result of any amendment to, or change in the laws or regulations of the Netherlands (or of any political sub-division thereof) (including any guidelines issued by the tax authorities) or any other jurisdiction 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, the Issuer or Paying Agent 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 (an "**Exchange Event**"), then the Issuer will, at its sole cost and expense, issue Definitive Notes in exchange for the whole (or the remaining part(s) outstanding) of the relevant Permanent Global Notes which represent such Notes, in each case within 30 days of the occurrence of the relevant event.

As long as the Notes are represented by a Global Note deposited with Euroclear Netherlands, a Noteholder shall have the right to request delivery (*uitlevering*) thereof only in the limited circumstances prescribed by the Wge, provided that an Exchange Event has occurred.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

**Application Dutch Savings Certificates Act in respect of the Subordinated Notes.**

Unless between individuals not acting in the conduct of a business or profession, each transaction regarding the Subordinated Notes which involves the physical delivery thereof within, from or into the Netherlands, must be effected (as required by the Dutch Savings Certificates Act (*Wet Inzake Spaarbewijzen*) of 21 May 1985) through the mediation of the Issuer or an admitted institution of Euronext Amsterdam and must be recorded in a transaction note which includes the name and address of each party to the transaction, the nature of the transaction and the details and serial number of the relevant Subordinated Note.



### 4.3 SUBSCRIPTION AND SALE

Pursuant to the Notes Purchase Agreement, the Seller has agreed with the Issuer, subject to certain conditions, to purchase at the Closing Date all the Notes.

#### **Prohibition of Sales to EEA and UK Retail Investors**

The Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the European Economic Area or the United Kingdom. For the purposes of this provision:

the expression "retail investor" means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
- (ii) a customer within the meaning of Directive (EU) 2016/97 ("**Insurance Distribution Directive**") where in both instances (i) and this (ii) that client or customer, as applicable, would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in the Prospectus Regulation; and

the expression "offer" includes 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.

#### **France**

The Manager 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 made and will not make any communication by any means about the offer to the public in France, and has not distributed, released or issued or caused to be distributed, released or issued and will not distribute, release or issue or cause to be distributed, released or issued to the public in France, or used in connection with any offer for subscription or sale of the Notes to the public in France, this Prospectus, or any other offering material relating to the Notes, and that such offers, sales, communications and distributions have been and shall be made in France only to (a) authorised providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (b) qualified investors (*investisseurs qualifiés*) or a restricted circle of investors (*cercle restreint d'investisseurs*), in each case, acting for their own account, all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French Code monétaire et financier.

In addition, pursuant to article 211-3 of the Règlement Général of the French Autorité des Marchés Financiers (AMF), the Manager 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) persons or entities mentioned in sub-paragraph 2° of paragraph II of article L. 411-2 of the French Code monétaire et financier (i.e., qualified investors (*investisseurs qualifiés*) or a restricted circle of investors (*cercle restreint d'investisseurs*) mentioned above) may take part in the offer solely for their own account, as provided in articles D. 411-1, D. 411-2, 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**

No application has been or will be made by any person to obtain an authorization from Commissione Nazionale per le Società e la Borsa ("**CONSOB**") for the public offering (*offerta al pubblico*) of the Notes in the Republic of Italy. Accordingly, no Notes may be offered, sold or delivered, nor may copies of this Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy except in circumstances falling within Article 1(4) of the Prospectus Regulation.

Any offer, sale or delivery of the Notes or distribution of copies of the Prospectus or any other document relating to the Notes in the Republic of Italy under the paragraph above must:

- (a) be 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 Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

#### **United Kingdom**

The Manager 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 Financial Services and Markets Act 2000 ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, 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 or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them by Regulation S.

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, or for the account or benefit of, a U.S. person. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations thereunder.

The Managers has agreed that it will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until forty (40) days after the later of the commencement of the offering or 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) a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

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 offering) may violate the registration requirements of the Securities Act.

In order to comply with the safe harbour for certain foreign-related transactions set forth in the U.S. Risk Retention Rules, the Notes may not be sold or transferred to Risk Retention U.S. Persons.

#### **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**"). Accordingly, the Manager has agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan..

#### **The Netherlands**

The Manager has represented and agreed that the Subordinated Notes, being zero coupon notes to bearer that constitute a claim for a fixed sum against the Issuer, in definitive form may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member firm of Euronext Amsterdam in full compliance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and

its implementing regulations, provided that no such mediation is required: (a) in respect of the transfer and acceptance of rights representing an interest in the Class B Notes and/or the Class C Notes in global form, or (b) in respect of the initial issue of the Class B Notes and/or the Class C Notes in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of the Class B Notes and/or the Class C Notes and in definitive form between individuals not acting in the conduct of a business or profession or (d) in respect of the transfer and acceptance of the Class B Notes and/or the Class C Notes within, from or into the Netherlands if all the Class B Notes and/or the Class C Notes (either in definitive form or as rights representing an interest in the Class B Notes and/or the Class C Notes in global form) are issued outside the Netherlands and are not distributed into the Netherlands in the course of initial distribution or immediately thereafter.

#### **General**

The distribution of this Prospectus and the offering and sale of the Notes in certain jurisdictions may be restricted by law; persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. This Prospectus or any part thereof does not constitute an offer, or an invitation to sell or a solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.

The Manager has undertaken not to offer or sell directly or indirectly any Notes, or to distribute or publish this 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 and all offers and sales of the Notes by the Manager will be made on the same terms.

## 4.4 REGULATORY AND INDUSTRY COMPLIANCE

### Retention and disclosure requirements under the Securitisation Regulation

#### *Risk Retention and Related Disclosure Requirements*

The Seller, as originator within the meaning of article 6 of the Securitisation Regulation, has undertaken in the Mortgage Receivables Purchase Agreement to retain, on an ongoing basis, a material net economic interest of not less than five (5) per cent. in the securitisation transaction described in this Prospectus in accordance with article 6 of the Securitisation Regulation. As at the Closing Date, such material net economic interest is retained in accordance with article 6(3)(d) of the Securitisation Regulation by the retention of the Class B Notes, representing an amount of 5% of the nominal value of the Mortgage-Backed Notes. In addition to the information set out herein and forming part of this Prospectus, the Seller is responsible for compliance with article 7 of the Securitisation Regulation and the Seller acting as the Reporting Entity, as designated entity under article 7(2) of the Securitisation Regulation, has undertaken to make available materially relevant information to investors in accordance with and as required pursuant to article 7 of the Securitisation Regulation so that investors are able to verify compliance with article 6 of the Securitisation Regulation. Each prospective Noteholder should ensure that it complies with the Securitisation Regulation to the extent applicable to it.

Other than the Class B Notes the Seller will retain on the Closing Date and thereafter to comply with its obligation to retain a material net economic interest in the securitisation transaction of at least 5% in accordance with article 6(3)(a) of the Securitisation Regulation, the Seller is not required to purchase or repurchase any Notes and if the Seller wishes to purchase or repurchase any Notes, such purchase or repurchase may only be made at arms-length conditions in accordance with the CRR.

#### *Disclosure Requirements*

In the Mortgage Receivables Purchase Agreement, the Seller has undertaken to comply with article 7 of the Securitisation Regulation and the Issuer and the Seller have amongst themselves designated the Seller, being the Reporting Entity, for the purpose of article 7(2) of the Securitisation Regulation and the Seller shall be responsible for compliance with article 7 of the Securitisation Regulation. The Seller, or the Issuer or any other party on its behalf, will make available to Noteholders, to the competent authorities referred to in article 29 of the Securitisation Regulation and to potential investors, on the website of European DataWarehouse (<https://edwin.eurowdw.eu/edweb/>), which fulfils the requirements set out in article 7(2) of the Securitisation Regulation, and, from the moment that a securitisation repository has been designated within the meaning of article 10 of the Securitisation Regulation and appointed for the transaction described in this Prospectus, through such securitisation repository:

- (i) until the final regulatory technical standards pursuant to article 7(3) of the Securitisation Regulation have been adopted and become applicable:
  - a. in accordance with article 7(1)(a) of the Securitisation Regulation, make available on a monthly basis certain loan-by-loan information in relation to the Mortgage Receivables in respect of each Notes Calculation Period in the form of the standardised template set out in Annex I of Delegated Regulation (EU) 2015/3; and
  - b. in accordance with article 7(1)(e) of the Securitisation Regulation, make available a monthly investor report in respect of each Notes Calculation Period in the form of the standardised template set out in Annex I and Annex VIII of Delegated Regulation (EU) 2015/3;
- (ii) as soon as reasonably practicable once such final regulatory technical standards and final implementing technical standards for the purpose of compliance with article 7 of the Securitisation Regulation pursuant to article 7(3) of the Securitisation Regulation have been adopted and become applicable:
  - a. in accordance with article 7(1)(a) of the Securitisation Regulation, make available on a monthly basis certain loan-by-loan information in relation to the Mortgage Receivables in respect of each Notes Calculation Period in the form of the final disclosure templates as adopted in such final regulatory technical standards and final implementing technical standards; and
  - b. in accordance with article 7(1)(e) of the Securitisation Regulation, make available a monthly investor report in respect of each Notes Calculation Period, in the form of the final disclosure templates as adopted in such final regulatory technical standards and final implementing technical standards,

- (iii) without delay, in accordance with article 7(1)(f) of the Securitisation Regulation, any inside information relating to the transaction described in this Prospectus; and
- (iv) without delay, in accordance with article 7(1)(g) of the Securitisation Regulation, any significant event such as (a) a material breach of the obligations laid down in the Transaction Documents, (b) a change in the structural features that can materially impact the performance of the securitisation described in this Prospectus, (c) a change in the risk characteristics of the transaction described in this Prospectus or of the Mortgage Receivables that can materially impact the performance of the transaction described in this Prospectus, (d) if the transaction described in this Prospectus ceases to meet the STS requirements or if competent authorities have taken remedial or administrative actions and (e) any material amendments to the Transaction Document.

In addition, the Seller, or the Issuer or any other party on its behalf, has made available and will make available, as applicable, to the abovementioned parties:

- (i) before pricing of the Notes at least in draft or initial form and, at the latest 15 calendar days after the Closing Date, in final form, all underlying documents that are essential for the understanding of the transaction described in this Prospectus, which are listed in section 8 (*General*) under item (7), as required by article 7(1)(b) of the Securitisation Regulation, on the aforementioned website;
- (ii) before pricing of the Notes at least in draft or initial form and on or around the Closing Date in final form, the STS notification referred to in article 27 of the Securitisation Regulation, on the aforementioned website, as required by article 7(1)(d) of the Securitisation Regulation, which is also made available to the Noteholders and competent authorities referred to in article 29 of the Securitisation Regulation;
- (iii) before pricing of the Notes, via Bloomberg and/or Intex, a liability cash flow model of the transaction described in this Prospectus which precisely represents the contractual relationship between the Mortgage Receivables and the payments flowing between the Seller, the Noteholders, other third parties and the Issuer, which shall remain to be made available to Noteholders on an ongoing basis and to potential investors upon request, as required by article 22(3) of the Securitisation Regulation, which liability cash flow model shall be kept updated and modified, in case of significant changes in the cash flow structure of the transaction described in this Prospectus; and
- (iv) before pricing of the Notes, information on the Mortgage Receivables as required pursuant to article 22(5) of the Securitisation Regulation in conjunction with article 7(1)(a) of the Securitisation Regulation.

The information described in article 7(1) points (a) and (e) of the Securitisation Regulation shall be made available simultaneously at the latest one month after each Notes Payment Date. Without prejudice to the information to be made available by the Seller in accordance with article 7 of the Securitisation Regulation, the Issuer shall, also on behalf of the Seller, include on a monthly basis in the Portfolio and Performance Report or, as the case may be, on a monthly basis in the Notes and Cash Report, information on the Mortgage Receivables (as required by article 7(1)(a) of the Securitisation Regulation) and all materially relevant data on the credit quality and performance of the Mortgage Loans and the Mortgage Receivables, information about events which trigger changes in the Priorities of Payments or the replacement of counterparties of the Issuer, data on the cash flows generated by the Mortgage Receivables and by the liabilities of the Issuer under the Transaction Documents and information about the risk retained, including information on which of the modalities provided for in article 6(3) of the Securitisation Regulation has been applied, in accordance with article 6 of the Securitisation Regulation (each as required by article 7(1)(e) of the Securitisation Regulation). Such investor reports are based on the templates published by the DSA on its website. The Issuer shall, also on behalf of the Seller, as soon as reasonably possible, once the standardised templates for the purpose of compliance with article 7 of the Securitisation Regulation are adopted by the European Commission replace Investor Reports based on templates published by the Dutch Securitisation Association with Investor Reports based on the templates adopted pursuant to article 7 of the Securitisation Regulation. The Issuer, or the Issuer Administrator on its behalf, shall, also on behalf of the Seller, upon having received such information of the Seller make available prior to the Closing Date, loan-by-loan information, which information will be updated within one month after each Notes Payment Date.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the Securitisation Regulation and none of the Issuer, the Security

Trustee, the Seller, the Arranger and/or the Manager makes any representation that the information described above is sufficient in all circumstances for such purposes.

Furthermore, institutional investors are required to verify that the originator or original lender retains on an ongoing basis a material net economic interest in accordance with article 6 of the Securitisation Regulation. See paragraph *Risk Retention and Related Disclosure Requirements* above for further details and disclosures in this respect.

#### *Seller's Policies and Procedures Regarding Credit Risk Mitigation*

The Seller has internal policies and procedures in relation to the purchase of the Mortgage Loans, the administration of credit-risk bearing portfolios and risk mitigation. The policies and procedures of the Seller in this regard broadly include the following:

- (a) an assessment of the origination procedures employed in relation to the Mortgage Loans, including the criteria for granting of credit and the process for approving, amending, renewing and re-financing credits, as to which please see the information set out in section 6.3 (*Origination and Servicing*) of this Prospectus;
- (b) systems to administer and monitor the various credit-risk bearing portfolios and exposures, as to which the Mortgage Loans will be serviced in line with the servicing procedures of the Seller, see the information set out in section 3.5 (*Servicer*), section 6.3 (*Origination and Servicing*) and section 7.5 (*Servicing Agreement*) of this Prospectus;
- (c) adequate diversification within the credit portfolio given the Seller's target market and overall credit strategy, as to which, in relation to the Mortgage Loans, please see section 6.2 (*Description of the Loans*) of this Prospectus; and
- (d) policies and procedures in relation to risk mitigation techniques, as to which please see the information set out in section 3.5 (*Servicer*), section 6.3 (*Origination and Servicing*) and section 7.5 (*Servicing Agreement*) of this Prospectus.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with each of the Securitisation Regulation and neither the Seller nor the Arranger nor the Manager makes any representation that the information described above is sufficient in all circumstances for such purposes. In addition each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the Securitisation Regulation in their relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

For further information please refer to the Risk Factor entitled "*Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*" in section 1 (*Risk factors*).

#### *STS Statements*

Pursuant to article 18 of the Securitisation Regulation a number of requirements should be met if the Issuer or the Seller wish to use the designation 'STS' or 'simple, transparent and standardised' for securitisation transactions initiated by them. The Seller will submit an STS notification to ESMA on or prior to the Closing Date in accordance with article 27 of the Securitisation Regulation, pursuant to which compliance with the requirements of articles 19 to 22 of the Securitisation Regulation has been notified with the intention that the securitisation transaction described in this Prospectus is to be included in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation (as of the date of this Prospectus, such list can be obtained from the following website: <https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation>).

The Seller has used the service of PCS, a third party authorised pursuant to article 28 of the Securitisation Regulation, to verify whether the securitisation transaction described in this Prospectus complies with articles 19 to 22 of the Securitisation Regulation and the compliance with such requirements is expected to be verified by PCS on the Closing Date. However, neither the Seller nor the Issuer gives explicit or implied representation or warranty as to (i) inclusion in the list administered by ESMA within the meaning of article 27 of the Securitisation Regulation, (ii) that the securitisation transaction described in this Prospectus does or continues to comply with the Securitisation Regulation and (iii) that this securitisation transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the Securitisation Regulation after the date of this Prospectus. The qualification of the securitisation transaction described in this Prospectus as 'simple, transparent and standardised' or

'STS' is not static and investors should verify the current status of the securitisation transaction described in this Prospectus in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation.

Without prejudice to the above the Seller (as legal successor of Amstelhuys N.V. per 1 December 2019) and the Issuer confirm the following to the extent relating to it, which confirmations are made on the basis of the information available with respect to the Securitisation Regulation and related regulations and interpretations (including, without limitation, the EBA STS Guidelines Non-ABCP Securitisations) and regulations and interpretations partly in draft form at the time of this Prospectus, and are subject to any changes made therein after the date of this Prospectus:

- a) for confirming compliance with article 20(1) of the Securitisation Regulation, pursuant to the Mortgage Receivables Purchase Agreement the Issuer will purchase on the Closing Date and will under the Deed of Assignment and Pledge and registration thereof with the Dutch tax authorities on the Closing Date accept assignment of the Mortgage Receivables from the Seller as a result of which legal title to the Mortgage Receivables is transferred to the Issuer and such purchase and assignment will be enforceable against the Seller and/or any third party of the Seller, and as a result thereof article 20(5) of the Securitisation Regulation is not applicable;
- b) for confirming compliance with article 20(2) of the Securitisation Regulation, neither the Dutch Bankruptcy Act (*Faillissementswet*) nor the Recast Insolvency Regulation contain severe clawback provisions as referred to in article 20(2) of the Securitisation Regulation or re-characterisation provisions and, in addition, the Seller will represent on the Closing Date and, as applicable, the relevant Notes Payment Date to the Issuer in or pursuant to the Mortgage Receivables Purchase Agreement that it has its home member state within the meaning of the Winding-up Directive in the Netherlands and it has not been dissolved (*ontbonden*), granted a suspension of payments (*surseance van betaling*), or declared bankrupt (*failliet verklaard*) (see also section 3.4 (*Seller*));
- c) each Mortgage Loan was originated by the Seller and as a result thereof, the requirement set out in article 20(4) of the Securitisation Regulation is not applicable;
- d) for confirming compliance with the relevant requirements, among other provisions, set forth in articles 20(6), 20(7), 20(8), 20(9), 20(10), 20(11) and 20(12) of the Securitisation Regulation, only Mortgage Receivables resulting from Mortgage Loans which satisfy the Mortgage Loan Criteria and, if applicable, the Purchase Conditions and the representations and warranties made by the Seller in the Mortgage Receivables Purchase Agreement and as set out in section 7.2 (*Representations and warranties*) will be purchased by the Issuer (see also section 7.1 (*Purchase, repurchase and sale*), section 7.2 (*Representations and warranties*), section 7.3 (*Mortgage Loan Criteria*) and section 7.4 (*Portfolio Conditions*));
- e) the representations and warranties, the Mortgage Loan Criteria, the Purchase Conditions and the Transaction Documents do not allow for active portfolio management of the Mortgage Receivables on a discretionary basis within the meaning of article 20(7) of the Securitisation Regulation (see also section 7.1 (*Purchase, Repurchase and Sale*)) and the Further Advance Receivables transferred to the Issuer after the Closing Date shall meet the representations and warranties, including the Mortgage Loan Criteria and the Purchase Conditions;
- f) the Mortgage Receivables are homogeneous in terms of asset type, taking into account the cash flows and the contractual, credit risk and prepayment characteristics of the Mortgage Receivables and have defined periodic payment streams within the meaning of article 20(8) of the Securitisation Regulation and the regulatory technical standards as contained in article 1(a), (b), (c) and (d) of the RTS Homogeneity (see also the paragraph below and the section 6.1 (*Stratification Tables*)). The Mortgage Loans from which the Mortgage Receivables result (i) have been underwritten according to similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the Mortgage Loans and without prejudice to article 9(1) of the Securitisation Regulation, (ii) are serviced according to similar servicing procedures with respect to monitoring, collection and administration of Mortgage Receivables from the Mortgage Loans, (iii) fall within the same asset category of residential loans secured with one or several mortgages on residential immovable property and (iv), in accordance with the homogeneity factors set forth in article 20(8) of the Securitisation Regulation and article 2(1)(a), (b) and (c) of the RTS Homogeneity, (a) are secured by a first ranking Mortgage or, in the case of Mortgage Loans (including, as the case may be, any Further Advance) secured on the same Mortgaged Asset, first and sequentially ranking Mortgage over (i) real estate (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*) or (iii) a long lease (*erfpacht*), in each case situated in the Netherlands and (b) as far as the Seller is aware, having made all reasonable inquiries, including with the Servicer, each of the Mortgaged Assets is not the subject of residential letting and is occupied by the Borrower at the moment of (or shortly after) origination and such residential letting is not permitted under the relevant Mortgage Conditions. The criteria set out in (i) up to and including (iv) are derived from article

20(8) Securitisation Regulation and the RTS Homogeneity;

- g) the Mortgage Loans are serviced according to similar servicing procedures with respect to monitoring, collection and administration as other mortgage receivables of the Seller not transferred to the Issuer (see also section 6.3 (*Origination and Servicing*));
- h) the Mortgage Receivables have been selected by the Seller from a larger pool by applying the Mortgage Loan Criteria and Purchase Conditions and selecting all eligible loans;
- i) the Mortgage Loans have been originated in accordance with the ordinary course of Seller's origination business pursuant to underwriting standards that are no less stringent than those that the Seller applied at the time of origination to similar mortgage receivables that are not securitised by means of the securitisation transaction described in this Prospectus within the meaning of article 20(10) of the Securitisation Regulation. In addition, for the purpose of compliance with the relevant requirements pursuant to article 20(10) of the Securitisation Regulation, (i) the Seller has undertaken in the Mortgage Receivables Purchase Agreement to fully disclose to the Issuer any material change to such underwriting standards pursuant to which the Mortgage Loans are originated without undue delay and the Issuer has undertaken in the Administration Agreement to fully disclose such information to potential investors without undue delay upon having received such information from the Seller (see also section 8 (*General*)), (ii) pursuant to the Mortgage Loan Criteria none of the Mortgage Loans may qualify as a self-certified mortgage loan (see section 7.3 (*Mortgage Loan Criteria*)) and (iii) the Seller will represent on the relevant purchase date in the Mortgage Receivables Purchase Agreement that in respect of each Mortgage Loan, the assessment of the Borrower's creditworthiness was done in accordance with the Seller's underwriting criteria and meets the requirements set out in paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or of Article 8 of Directive 2008/48/EC (see section 7.2 (*Representations and Warranties*));
- j) for confirming compliance with article 20(10) of the Securitisation Regulation, the Seller has the required expertise in originating residential mortgage loans which are of a similar nature as the Mortgage Loans (taking the EBA STS Guidelines Non-ABCP Securitisations into account), and a minimum of 5 years' experience in originating mortgage loans (see also sections 3.4 (*Seller*) and 6.3 (*Origination and servicing*));
- k) for confirming compliance with article 20(11) of the Securitisation Regulation, (i) the Mortgage Receivables that will be assigned to the Issuer on the Closing Date have been selected on 31 May 2020 and (ii) any Further Advance Receivables that will be assigned to the Issuer on any Notes Payment Date will result from a Further Advance that has been granted during the immediately preceding Notes Calculation Period, subject to the Purchase Conditions, and each such assignment therefore occurs in the Seller's view without undue delay (see also section 6.1 (*Stratification tables*) and section 7.1 (*Purchase, Repurchase and Sale*)).
- l) for confirming compliance with article 20(13) of the Securitisation Regulation and the EBA STS Guidelines Non-ABCP Securitisations, the repayments to be made to the Noteholders have not been structured to depend predominantly on the sale of the Mortgaged Assets securing the Mortgage Loans (see also section 6.2 (*Description of Mortgage Loans*));
- m) for confirming compliance with article 21(2) of the Securitisation Regulation, it is confirmed that the interest-rate or currency risk arising from the Transaction is appropriately mitigated given that the Provisional Pool comprises for at least 95 per cent. consist of Euro denominated fixed rate Mortgage Loans with a weighted average remaining time to interest reset of 9.47 years (see section 6.1 *Stratification tables*) and that the Class A Notes are Euro denominated fixed rate notes and the Subordinated Notes do not carry any interest. In addition, Class A Noteholders can also derive comfort to a certain extent from drawings that can be made under the Cash Advance Facility Agreement. No currency risk applies to the securitisation transaction. No derivative contracts are entered into by the Issuer and no derivative contracts are included in the pool of underlying exposures;
- n) for confirming compliance with article 21(3) of the Securitisation Regulation and the EBA STS Guidelines Non-ABCP Securitisations, the Mortgage Receivables result from Mortgage Loans having a floating or fixed rate of interest and therefore any referenced interest payments under the Mortgage Loans are based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and do not reference complex formulae or derivatives (see also section 6.3 *Origination and servicing*);
- o) for confirming compliance with article 21(4) of the Securitisation Regulation, after the Enforcement Date, no amount of cash is trapped in the Issuer in accordance with the Transaction Documents and the Notes will amortise



sequentially (see also section 5 (*Credit Structure*), in particular section 5.2 (*Priorities of Payments*) and no automatic liquidation for market value of the Mortgage Receivables is required under the Transaction Documents (see also Conditions 10 and 11 and section 7.1 (*Purchase, Repurchase and Sale*));

- p) for the purpose of compliance with the requirements stemming from article 21(6) of the Securitisation Regulation, the Issuer shall not purchase any Further Advance Receivables upon the expiry of the Further Advance Purchase Period (see also section 7.1 (*Purchase, Repurchase and Sale*));
- q) for confirming compliance with article 21(7) of the Securitisation Regulation, the contractual obligations, duties and responsibilities of the Servicer are set forth in the Servicing Agreement (including the processes and responsibilities to ensure that a substitute servicer shall be appointed upon the occurrence of a termination event under the Servicing Agreement), a summary of which is included in section 7.5 (*Servicing Agreement*), the contractual obligations, duties and responsibilities of the Issuer Administrator are set forth in the Administration Agreement, a summary of which is included in section 5.7 (*Administration Agreement*), the contractual obligations, duties and responsibilities of the Security Trustee are set forth in the Trust Agreement, a summary of which is included in section 3.3 (*Security Trustee*) and section 4.1 (*Terms and Conditions*), the provisions that ensure the replacement of the Issuer Account Bank upon the occurrence of certain events are set forth in the Issuer Account Agreement (see also section 5.6 (*Issuer Accounts*)) and the relevant rating triggers for potential replacements are set forth in the definition of Requisite Credit Rating.
- r) for confirming compliance with article 21(8) of the Securitisation Regulation, (i) the Servicer has the appropriate expertise in servicing the Mortgage Receivables (taking the EBA STS Guidelines Non-ABCP Securitisations into account) and has a minimum of 5 years' experience in servicing mortgage loans and it has well documented and adequate policies, procedures and risk-management controls relating to the servicing of the Mortgage Loans and, in addition, up to the Servicing Migration, (ii) in addition, Stater Nederland B.V. which is appointed as sub-servicer on the Closing Date has a minimum of 5 years' experience in servicing mortgage loans of a similar nature to the Mortgage Loans and it has well documented and adequate policies, procedures and risk-management controls relating to the servicing of mortgage loans (see also section 3.5 (*Servicer*) and section 6.3 (*Origination and Servicing*));
- s) for confirming compliance with article 21(9) of the Securitisation Regulation, (i) the Trust Agreement clearly specifies the Priorities of Payments, (ii) the delivery of an Enforcement Notice, which event triggers changes to the Priorities of Payments, will be reported in accordance with Condition 10 and (iii) any change in the Priorities of Payments which will have a material adverse effect on the repayment of the Notes shall be reported to investors without undue delay in accordance with article 21(9) of the Securitisation Regulation (see also Condition 14 (*Meetings of Noteholders; Modification; Consents; Waiver*));
- t) for the purpose of compliance with the requirements set out in article 21(9) of the Securitisation Regulation, definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, losses, charge offs, recoveries and other asset performance remedies are set out in the Seller's administration manuals by reference to which the Mortgage Loans, the Mortgage Receivables, the Mortgages and other security relating thereto, including, without limitation, the enforcement procedures will be administered (see also section 6.3 (*Origination and Servicing*));
- u) for confirming compliance with article 21(10) of the Securitisation Regulation, the Trust Agreement contains clear provisions for convening meetings of Noteholders that facilitate the timely resolution of conflicts between Noteholders of different Classes of Notes, clearly defined voting rights of the Noteholders and clearly identified responsibilities of the Security Trustee in this respect (see also Condition 14 (*Meetings of Noteholders; Modification; Consents; Waiver*));
- v) the portfolio of Mortgage Receivables which the Seller will offer for sale to the Issuer on the Closing Date, as selected on 31 May 2020, has been subject to an agreed upon procedures review on a sample of Mortgage Receivables selected from a representative portfolio conducted by an appropriate and independent party and completed on 2 June 2020 with respect to such portfolio in existence as of 31 March 2020. The agreed-upon procedure reviews included the review of certain of the mortgage loan criteria and the review of a sample of randomly selected loans from the portfolio to check loan characteristics which included but are not limited to the current loan amount, origination date, maturity date, original loan amount, amortisation type, payment frequency, interest rate type, interest reset date, interest rate/margin, borrower income, property value and valuation date. For the review of the Mortgage Loans a confidence level of at least 99% was applied. In the review, there have been no significant

adverse findings. This independent third party has also performed agreed upon procedures in order to verify that the data included in the stratification tables disclosed in respect of the Mortgage Receivables is accurate, in accordance with article 22(2) of the Securitisation Regulation. The Further Advance Receivables sold by the Seller to the Issuer after the Closing Date will not be subject to an agreed-upon procedures review;

- w) for confirming compliance with article 22(4) of the Securitisation Regulation, as at the Closing Date the records of the Seller do not contain information related to the environmental performance of the Mortgaged Assets and such information is not disclosed in section 6.1 (*Stratification Tables*) and the loan-by-loan information, which shall be made available in accordance with article 7(1)(a) of the Securitisation Regulation to potential investors before pricing upon request and on a monthly basis; and
- x) for confirming compliance with articles 7(1), 20(10), 22(1) and 22(3) of the Securitisation Regulation, the Seller confirms that it, or the Issuer or another party on its behalf, has made available and/or will make available, as applicable, the information as set out and in the manner described in the paragraphs under the header *Disclosure Requirements* of this section 4.4 (*Regulatory and industry compliance*) (see also section 8 (*General*)).

The designation of the securitisation transaction described in this Prospectus as an STS securitisation is not a recommendation to buy, sell or hold securities. It is not investment advice whether generally or as defined under MiFID II and it is not a credit rating whether generally or as defined under the CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended by the Credit Agency Reform Act of 2006).

By designating the securitisation transaction described in this Prospectus as an STS securitisation, no views are expressed about the creditworthiness of the Notes or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for the Notes. No assurance can be given that the securitisation position described in this Prospectus continues to qualify as an STS securitisation under the Securitisation Regulation at any point in the future.

#### **Dutch Securitisation Standard**

This Prospectus follows the template table of contents and the template glossary of defined terms (save as otherwise indicated in this Prospectus), and the Notes and Cash Reports to be published by the Issuer will follow the applicable template Notes and Cash Report (save as otherwise indicated in the relevant Notes and Cash Report), each as published by the Dutch Securitisation Association on its website [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl). As a result, the Notes comply with the standard created for residential mortgage-backed securities by the Dutch Securitisation Association (the RMBS Standard). This has also been recognised by Prime Collateralised Securities initiative established by Prime Collateralised Securities (PCS) Europe as the Domestic Market Guideline for the Netherlands in respect of this asset class. The Issuer shall, also on behalf of the Seller, as soon as reasonably possible, once the standardised templates for the purpose of compliance with article 7 of the Securitisation Regulation are adopted by the European Commission replace Investor Reports based on templates published by the Dutch Securitisation Association with Investor Reports based on the templates adopted pursuant to article 7 of the Securitisation Regulation.

#### **STS Verification, LCR Assessment and CRR Assessment**

An application has been made to PCS for the securitisation transaction described in this Prospectus to receive a report from PCS verifying compliance with the criteria set out in articles 18, 19, 20, 21 and 22 of the Securitisation Regulation (the "**STS Verification**"). There can be no assurance that the securitisation transaction described in this Prospectus will receive the STS Verification (either before issuance or at any time thereafter) and if the securitisation transaction described in this Prospectus does receive the STS Verification, this shall not, under any circumstances, affect the liability of the Seller and Issuer in respect of their legal obligations under the Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the Securitisation Regulation.

In addition, an application has been made to PCS to assess compliance of the Notes with the certain LCR criteria set forth in the CRR regarding STS securitisations (the "**LCR Assessment**" and the "**CRR Assessment**", respectively). There can be no assurance that the Notes will receive the LCR Assessment and/or a CRR Assessment either before issuance or at any time thereafter and that the CRR Amendment Regulation is complied with.

The STS Verification, the LCR Assessment and the CRR Assessment (the "**PCS Services**") are provided by Prime Collateralised Securities (PCS) EU SAS. No PCS Service is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under Markets in Financial Instruments Directive (2004/39/EC) and none are a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC) or

Section 3(a) of the United States Securities Exchange Act of 1934 (as amended). PCS is not an "expert" as defined in the Securities Act.

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

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

In completing an STS Verification, PCS bases its analysis on the STS criteria appearing in articles 20 to 26 of the Securitisation Regulation together with, if relevant, the appropriate provisions of article 43, (together, the "**STS criteria**"). Unless specifically mentioned in the STS Verification, PCS relies on the English version of the Securitisation Regulation. In addition, article 19(2) of the Securitisation Regulation requires the European Banking Authorities, from time to time, to issue guidelines and recommendations interpreting the STS criteria. The EBA has issued the EBA STS Guidelines Non-ABCP Securitisations. The task of interpreting individual STS criteria rests with national competent authorities ("**NCA**s"). Any NCA may publish or otherwise publicly disseminate from time to time interpretations of specific criteria ("**NCA Interpretations**"). The STS criteria, as drafted in the Securitisation Regulation, are subject to a potentially wide variety of interpretations. In compiling an STS Verification, PCS uses its discretion to interpret the STS criteria based on (a) the text of the Securitisation Regulation, (b) any relevant guidelines issued by EBA and (c) any relevant NCA Interpretation. There can be no guarantees that any regulatory authority or any court of law interpreting the STS criteria will agree with the interpretation of PCS. There can be no guarantees that any future guidelines issued by EBA or NCA Interpretations may not differ in their approach from those used by PCS in interpreting any STS criterion prior to the issuance of such new guideline or interpretation. In particular, guidelines issued by EBA are not binding on any NCA. There can be no guarantees that any interpretation by any NCA will be the same as that set out in the EBA Guidelines and therefore used, prior to the publication of such NCA interpretation, by PCS in completing an STS Verification. Although PCS will use all reasonable endeavours to ascertain the position of any relevant NCA as to STS criteria interpretation, PCS cannot guarantee that it will have been made aware of any NCA interpretation in cases where such interpretation has not been officially published by the relevant NCA. Accordingly, the provision of an STS Verification is only an opinion by PCS and not a statement of fact. It is not a guarantee or warranty that any national competent authority, court, investor or any other person will accept the STS status of the relevant securitisation.

The task of interpreting individual CRR criteria, liquidity cover ratio (LCR) criteria as well as the final determination of the capital required by a bank to allocate for any investment or the type of assets it may put in its LCR pool rests with prudential authorities ("**PRAs**") supervising any European bank. The LCR criteria, as drafted in the CRR, are subject to a potentially wide variety of interpretations. In compiling an LCR Assessment and the CRR Assessment, PCS uses its discretion to interpret the LCR criteria based on the text of the CRR, and any relevant and public interpretation by the European Banking Authority. Although PCS believes its interpretations reflect a reasonable approach, there can be no guarantees that any prudential authority or any court of law interpreting the LCR criteria will agree with the PCS interpretation. PCS also draws attention to the fact that, in assessing capital requirements and the composition of any bank's LCR pool, prudential regulators possess wide discretions.

Accordingly, when performing an LCR Assessment or a CRR Assessment, PCS is not confirming or indicating that the securitisation the subject of such assessment will be allowed to have lower capital allocated to it under the CRR Regulation or that it will be eligible to be part of any bank's LCR pool. PCS is merely addressing the specific LCR criteria and determining whether, in PCS' opinion, these criteria have been met.

Therefore, no bank should rely on an LCR Assessment or a CRR Assessment in determining the status of any securitisation in relation to capital requirements or liquidity cover ratio pools and must make its own determination. All PCS Services speak only as of the date on which they are issued. PCS has no obligation to monitor (nor any intention to monitor) any securitisation the subject of any PCS Service. PCS has no obligation and does not undertake to update any PCS Service to account for (a) any change of law or regulatory interpretation or (b) any act or failure to act by any person relating to those STS criteria that speak to actions taking place following the close of any transaction such as – without limitation – the obligation to continue to provide certain mandated information.

**Volcker Rule**

The Issuer is not, and solely after giving effect to any offering and sale of the Notes and the application of the proceeds thereof will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended (commonly known as the Volcker Rule). In reaching this conclusion, although other statutory or regulatory exclusions and/or exemptions under the Investment Company Act and under the Volcker Rule and its related regulations may be available, the Issuer has relied on the determinations that the Issuer may rely on the exemption from the definition of a “covered fund” under the Volcker Rule made available to entities that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exclusion and/or exemption from registration under the Investment Company Act.

#### **4.5 USE OF PROCEEDS**

The aggregate proceeds of the Notes to be issued on the Closing Date amount to EUR 2,067,400,000.

The proceeds of the issue of the Mortgage-Backed Notes will be applied by the Issuer on the Closing Date to pay part of the Initial Purchase Price for the Mortgage Receivables purchased under the Mortgage Receivables Purchase Agreement.

An amount of EUR 1,177,108.12, being the aggregate Construction Deposits, will be withheld from the Initial Purchase Price and deposited by the Issuer on the Construction Deposit Account on the Closing Date. Such amount will be paid to the Seller subject to and in accordance with the Mortgage Receivables Purchase Agreement.

An amount of EUR 147,262,391.91 will be received by the Issuer on the Closing Date as consideration for the Initial Savings Participation granted to (i) the Bank Savings Participant in the Bank Savings Mortgage Receivables and (ii) the Insurance Savings Participant in the Savings Mortgage Receivables and the Switch Mortgage Receivables with a Savings Alternative. The Issuer will apply this amount towards payment (whether by set-off or otherwise) of the remaining part of the Initial Purchase Price for the Mortgage Receivables purchased on the Closing Date.

The proceeds of the Class C Notes will be deposited on the Reserve Account at the Closing Date.

## 4.6 TAXATION

### 1. Tax Warning

Potential investors and sellers of Notes should be aware that they may be required to pay stamp taxes or other documentary taxes or fiscal duties or charges in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In addition, payments of interest on the Notes, or income derived from the Notes, may be subject to taxation, including withholding taxes, in the jurisdiction of the Issuer, in the jurisdiction of the Noteholder, or in other jurisdictions in which the Noteholder is required to pay taxes. Any such tax consequences may have an impact on the net income received from the Notes.

***Prospective investors should carefully consider the tax consequences of investing in the Notes and consult their own tax adviser about their own tax situation. Finally, potential investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time, with or without retroactive effect. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.***

### 2. Taxation in the Netherlands

*The following summary describes certain material Dutch tax consequences of the acquisition, holding, and disposal of the Notes. This summary does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant to a Noteholder or prospective Noteholder and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as trusts or similar arrangements) may be subject to special rules. In view of its general nature, this general summary should be treated with corresponding caution.*

This summary is based on the tax laws of the Netherlands, published regulations thereunder and published authoritative case law, all as in effect on the date of this Prospectus, and all of which are subject to change, possibly with retroactive effect. Where the summary refers to "the Netherlands" or "Dutch" it refers only to the part of the Kingdom of the Netherlands located in Europe. This summary does not describe the consequences of the entering into effect of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*), which act will enter into effect as per 1 January 2021. See for more information '*Risk Factors – Tax Risk Factors Regarding the Notes – Changes to Dutch tax treatment of interest on Mortgage Loans may impose various risks*'.

Investors should note that with respect to paragraph (b) below, the summary does not describe the Dutch tax consequences for Noteholders if such holders, and in the case of individuals, such holder's partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer under the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). Generally speaking, a holder of securities in a company is considered to hold a substantial interest in such company, if such holder alone or, in the case of individuals, together with such holder's partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly, holds (i) an interest of 5 per cent. or more of the total issued and outstanding capital of that company or of 5 per cent. or more of the issued and outstanding capital of a certain class of shares of that company; or (ii) rights to acquire, directly or indirectly, such interest; or (iii) certain profit sharing rights in that company that relate to 5 per cent. or more of the company's annual profits or to 5 per cent. or more of the company's liquidation proceeds. A deemed substantial interest may arise if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis.

Under the tax laws currently in effect in the Netherlands:

(a) **Withholding tax** - All payments of principal and interest made by the Issuer under the Notes may be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

(b) **Taxes on income and capital gains** – A Noteholder that is neither a resident of the Netherlands nor deemed to be resident of the Netherlands for Dutch income tax purposes will not be subject to Dutch taxes on income or capital gains in respect of any payment under the Notes or in respect of any gain or loss realized on the disposal or deemed disposal of the Notes, provided that:

(i) such holder does not have an interest in an enterprise or deemed enterprise (as defined in the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Dutch Corporate Income Tax Act 1969 (*Wet op de*

*vennootschapsbelasting 1969*)) which, in whole or in part, is either effectively managed in the Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the Notes are attributable; and

- (ii) in the event the holder is an individual, such holder does not carry out any activities in the Netherlands with respect to the Notes that go beyond ordinary asset management (*normaal, actief vermogensbeheer*) and does not derive benefits from the Notes that are taxable as benefits from other activities in the Netherlands.

(c) **Gift and inheritance taxes** – No Dutch gift or inheritance taxes will arise on the transfer of Notes by way of gift by, or on the death of, a Noteholder, unless:

- (i) the holder is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions;
- (ii) in the case of a gift of a Note by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 calendar days after the date of the gift, while being resident or deemed to be resident in the Netherlands; or
- (iii) the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands.

For purposes of Dutch gift and inheritance taxes, amongst others, a person that holds the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the ten (10) years preceding the date of the gift or such person's death. Additionally, for purposes of Dutch gift tax, amongst others, a person not holding the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the twelve (12) months preceding the date of the gift. Applicable tax treaties may override deemed residency.

(d) **Value added tax (VAT)** – No Dutch VAT will be payable by a holder of Notes on (i) any payment in consideration for the issue of the Notes or (ii) the payment of interest or principal by the Issuer under the Notes.

(e) **Other taxes and duties** – No Dutch registration tax, stamp duty or any other similar documentary tax or duty will be payable by a holder of Notes in respect of (i) the issue of the Notes or (ii) the payment of interest or principal by the Issuer under the Notes.

## 4.7 SECURITY

### *Parallel Debt Agreement*

In the Parallel Debt Agreement the Issuer will irrevocably and unconditionally undertake to pay to the Security Trustee the **Parallel Debt**, which is an amount equal to the aggregate amount due (*verschuldigd*) by the Issuer (i) as fees, costs, expenses or other remuneration to the Directors under the Management Agreements, (ii) as fees and expenses to the Servicer under the Servicing Agreement, (iii) as fees and expenses to the Issuer Administrator and the Back-Up Issuer Administrator under the Administration Agreement, (iv) as fees and expenses to the Paying Agent under the Paying Agency Agreement, (v) to the Cash Advance Facility Provider under the Cash Advance Facility Agreement, (vi) to the Noteholders under the Notes, (vii) to the Seller under the Mortgage Receivables Purchase Agreement, (viii) to the Issuer Account Bank under the Issuer Account Agreement (ix) to the Bank Savings Participant under the Bank Savings Participation Agreement, (x) to the Insurance Savings Participant under the Insurance Savings Participation Agreement and (xi) to any other party designated by the Security Trustee as Secured Creditor (the parties referred to in items (i) through (xi) together the **Secured Creditors**). 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, save for the amounts due to the Insurance Savings Participant and the Bank Savings Participant in connection with the Participations, among the Secured Creditors in accordance with the Post-Enforcement Priority of Payments. The amounts due to the Secured Creditors, other than the Insurance Savings Participant and the Bank Savings Participant in respect of the Participations will, broadly, be the sum of (a) to amounts recovered (*verhaald*) by the Security Trustee on (i) the Mortgage Receivables (other than Savings Mortgage Receivables, Switch Mortgage Receivables with a Savings Alternative and Bank Savings Mortgage Receivables) and other assets pledged to the Security Trustee under the Issuer Mortgage Receivables Pledge Agreement, the Deeds of Assignment and Pledge and the Issuer Rights Pledge Agreement and (ii) each of the Savings Mortgage Receivables, Switch Mortgage Receivables with a Savings Alternative and Bank Savings Mortgage Receivables to the extent the amount recovered exceeds the Participation in the relevant Savings Mortgage Receivable, Switch Mortgage Receivable with a Savings Alternative and Bank Savings Mortgage Receivable 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 Trust Agreement; less (y) any amounts already paid by the Security Trustee to the Secured Creditors pursuant to the Trust 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).

The amounts due to the Insurance Savings Participant and the Bank Savings Participant will be equal to the Participations in each of the Savings Mortgage Receivables, Switch Mortgage Receivable with a Savings Alternative or Bank Savings Mortgage Receivable provided that, after the delivery of an Enforcement Notice, the Security Trustee on behalf of any Bank Savings Participant and the Insurance Savings Participant may, and if so directed by the Bank Savings Participant and the Insurance Savings Participant shall, by notice to the Issuer, declare the Participations to be immediately due and payable, whereupon it shall become so due and payable, but such payment obligations shall be limited to the Participation Redemption Available Amount or, as the case may be, the Participation Enforcement Available Amount received or recovered by the Issuer or, as the case may be, the Security Trustee in respect of the Bank Savings Mortgage Receivables, the Savings Mortgage Receivables and the Switch Mortgage Receivables with a Savings Alternative (see section 7.6 (*Sub-Participation*) below).

### *Pledge Agreements*

The Issuer shall grant a first ranking right of pledge (*pandrecht*), as the case may be, a right of pledge in advance on the Mortgage Receivables, the NHG Advance Rights and the Beneficiary Rights in favour of the Security Trustee on the Closing Date pursuant to the Issuer Mortgage Receivables Pledge Agreement and the Deeds of Assignment and Pledge and in respect of any Further Advance Receivables undertakes to grant a first ranking right of pledge on the relevant Further Advance Receivables, any NHG Advance Rights and any Beneficiary Rights on the Notes Payment Date on which they are acquired, which will secure the payment obligations of the Issuer to the Security Trustee under the Parallel Debt Agreement and any other Transaction Documents. The pledges created pursuant to the Issuer Mortgage Receivables Pledge Agreement will not be notified to the Borrowers, Stichting WEW or NN Leven, respectively, except



following the occurrence of certain notification events, which are similar to the Assignment Notification Events but relate to the Issuer and including the delivery of an Enforcement Notice by the Security Trustee (the **Pledge Notification Events**). Prior to notification of the pledge to the Borrowers, Stichting WEW or NN Leven, the pledge on the Mortgage Receivables, the NHG Advance Rights and the Beneficiary Rights will be a "silent" right of pledge (*stil pandrecht*) within the meaning of article 3:239 of the Dutch Civil Code.

In addition, pursuant to the Mortgage Receivables Purchase Agreement, the Seller shall have an obligation to vest (a) a first ranking right of pledge in favour of the Security Trustee and (b) a second ranking right of pledge in favour of the Issuer on the Other Claims promptly but in any event within two (2) Business Days upon the occurrence of an Assignment Notification Event to secure the Secured Liabilities (in respect of (a)) and any Other Claim Loss Amount (in respect of (b)).

Following the occurrence of a Pledge Notification Event and, consequently notification to the Borrowers, Stichting WEW and NN Leven and withdrawal of the power to collect, the Security Trustee will collect (*innen*) all amounts due to the Issuer whether by Borrowers, Stichting WEW or NN Leven or any parties to the Transaction Documents. Pursuant to the Trust Agreement, the Security Trustee, until it delivers an Enforcement Notice, may at its option, from time to time, for the sole purpose of enabling the Issuer to make payments in accordance with the relevant Priority of Payments, pay or procure the payment of certain amounts from such account as opened by the Security Trustee in its name at any bank as chosen by the Security Trustee, whilst for that sole purpose terminating (*opzeggen*) its right of pledge in respect of the amounts so paid.

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.

In addition, a first ranking right of pledge will be vested by the Issuer in favour of the Security Trustee on the Closing Date pursuant to the Issuer Rights Pledge Agreement over the Issuer Rights. This right of pledge will be notified to the relevant obligors and will, therefore, be a disclosed right of pledge (*openbaar pandrecht*) as a result of which the Security Trustee becomes entitled to collect the relevant receivables, but the Security Trustee will grant a power to collect to the Issuer which will be withdrawn upon the occurrence of any of the Pledge Notification Events.

The pledge of the Beneficiary Rights will only be completed upon notification to NN Leven (being the insurance company), which is not expected to occur prior to the occurrence of an Assignment Notification Event. Furthermore, the Issuer has been advised that it is uncertain whether this pledge will be effective.

#### *Secured Creditors*

The security rights described above shall serve as security for the benefit of the Secured Creditors, including each of the Class A Noteholders, the Class B Noteholders and the Class C Noteholders but amounts owing to the Class C Noteholders will rank in priority of payment after amounts owing to the Class A Noteholders and the Class B Noteholders and 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*) below).

If, on any date, the Security were to be enforced and the proceeds of the enforcement would be insufficient to fully redeem any Class of Notes in full, such loss will be borne, *pro rata* and *pari passu*, by the holders of such Class of Notes.

Each Class of Notes ranks *pari passu* and *pro rata* without any preference or priority among all Notes of such Class in respect of the Security and, in respect of the Class A Notes only, payments of interest. Provided that no Enforcement Notice has been given, the Available Redemption Funds are applied to the Class A Notes until fully redeemed. However, to the extent that the Available Principal Funds are insufficient to redeem the Class A 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).

#### *Security over Collection Accounts balances*

Prior to the Servicing Migration, the Amstelhuys Account is not pledged to any party other than to the ING Bank N.V. pursuant to the applicable terms and conditions.

NN Insurance Eurasia has granted a first ranking right of pledge on the balances standing to the credit of the Collection Accounts in favour of the Collection Foundation to which the Borrowers will pay principal and interest in respect of the

Mortgage Receivables upon the Servicing Migration being completed. Such rights of pledge have been notified to ING Bank N.V. (as collection accounts provider).

The collection accounts into which the Borrowers pay principal and interest in respect of the Mortgage Receivables prior to completion of the Servicing Migration will not be pledged.

## 5. CREDIT STRUCTURE

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

### 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 on each Notes Calculation Date, received by the Issuer during the immediately preceding Notes Calculation Period or to be received on the immediately succeeding Notes Payment Date or held by the Issuer in respect of the immediately preceding Notes Calculation Period (items under (i) up to and including (xii) less item (xiii) hereafter being referred to as the **Available Revenue Funds**):

- (i) as interest, including interest penalties, on the Mortgage Receivables less, with respect to each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the amount received as interest, but not as interest penalties, in respect of such Mortgage Receivable multiplied by the relevant Participation Fraction;
- (ii) as interest accrued on the Issuer Transaction Accounts;
- (iii) as Prepayment Penalties under the Mortgage Receivables;
- (iv) 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, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the amount received as interest, but not as interest penalties, in respect of such Mortgage Receivable multiplied by the Participation Fraction;
- (v) as amounts to be drawn under the Cash Advance Facility (other than Cash Advance Facility Stand-by Drawings) or, after a Cash Advance Facility Stand-by Drawing, the amount which would otherwise be drawn under the Cash Advance Facility with a debit to the Cash Advance Stand-by Ledger on the immediately succeeding Notes Payment Date;
- (vi) as amounts to be drawn from the Financial Cash Collateral Account as Set-Off Amount or as Other Claim Loss Amount on the immediately succeeding Notes Payment Date;
- (vii) 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, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the amount received as interest, but not as interest penalties, in respect of such Mortgage Receivable multiplied by the Participation Fraction;
- (viii) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Trust Agreement to the extent such amounts do not relate to principal less with respect to each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the amount received as interest, but not as interest penalties, in respect of such Mortgage Receivable multiplied by the Participation Fraction;
- (ix) as amounts to be drawn from the Reserve Account;
- (x) any amounts standing to the credit of any of the Issuer Collection Account (other than in respect of the Cash Advance Facility Stand-by Drawings), after all amounts of interest and principal due in respect of the Mortgage-Backed Notes, have been paid in full;
- (xi) an amount equal to the Revenue Shortfall Amount; and
- (xii) as Post-foreclosure Proceeds;

**less:**

- (xiii) on the first Notes Payment Date of each calendar year, an amount equal to 10% of the annual fee due and payable by the Issuer to the Director in connection with the Management Agreement between the Issuer and the Directors relating to the management of the Issuer with a minimum 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 on each Notes Calculation Date received or to be received (on the immediately succeeding Notes Payment Date) or held by the Issuer in respect of the immediate preceding Notes Calculation Period (items under (i) up to and including (ix) less item (x) hereinafter being referred to as the **Available Principal Funds**):

- (i) as repayment and prepayment of principal in part under the Mortgage Receivables, and in respect of each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable with a maximum of the outcome of (a) the Outstanding Principal Amount of such Mortgage Receivable less (b) the Participation in such Mortgage Receivable;
- (ii) as repayment and prepayment of principal in full under the Mortgage Receivables, less with respect to each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the Participation in such Mortgage Receivable;
- (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, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the Participation in such Mortgage Receivable;
- (iv) as amounts received in connection with a repurchase of Mortgage Receivables 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, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the Participation in such Mortgage Receivable;
- (v) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Trust Agreement to the extent such amounts relate to principal less with respect to each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each Bank Savings Mortgage Receivable, the Participation in such Mortgage Receivable;
- (vi) as amounts to be credited to the Principal Deficiency Ledger on the immediately succeeding Notes Payment Date in accordance with the Administration Agreement;
- (vii) as Participation Increase and as amounts as Initial Savings Participation to be received on the immediately succeeding Notes Payment Date pursuant to the Participation Agreements;
- (viii) as amounts received, if any, on the Issuer Collection Account on such Notes Payment Date from the credit balance of the Construction Deposit Account in accordance with the Mortgage Receivables Purchase Agreement and the Administration Agreement;
- (ix) as part of the Available Principal Funds calculated on the immediately preceding Notes Calculation Date, which has not been applied towards redemption of the Mortgage-Backed Notes or purchase of Further Advance Receivables on the immediately preceding Notes Payment Date; and

**less:**

- (x) any amount equal to the Revenue Shortfall Amount on the immediately succeeding Notes Payment Date.

#### **Available Redemption Funds**

Prior to the delivery of an Enforcement Notice by the Security Trustee, the sum of the following amounts calculated on each Notes Calculation Date received or to be received (on the immediately succeeding Notes Payment Date) or held by the Issuer in respect of the immediate preceding Notes Calculation Period (items under (i) less items (ii) and (iii)

hereinafter being referred to as the **Available Redemption Funds**:

- (i) the Available Principal Funds (from which the Revenue Shortfall Amount is excluded);

**less:**

- (ii) during the Further Advance Purchase Period any amounts which are applied in satisfaction of the Initial Purchase Prices of Further Advance Receivables on such Notes Payment Date.

### **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.

#### *Prior to the Servicing Migration*

Prior to the Servicing Migration, all payments made by Borrowers will be made into the Amstelhuys Account. This account is not pledged to any party other than to the ING Bank N.V. 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 Seller.

On each Business Day, the balance standing to the credit of the Amstelhuys Account is transferred to a cash-pooling account of the Seller. Just before the 12<sup>th</sup> calendar day of each month (or the following Business Day), the Seller or the Servicer on its behalf shall transfer all payments made by Borrowers and received by the Seller in respect of the Mortgage Receivables during the immediately preceding Mortgage Calculation Period to the Amstelhuys Account. On or just before each Notes Payment Date the Servicer shall transfer all payments made by Borrowers and received by the Seller in respect of the Mortgage Receivables during the immediately preceding Mortgage Calculation Period to the Issuer Collection Account.

#### *After the Servicing Migration*

After the Servicing Migration, all payments made by Borrowers will be paid to the Collection Accounts maintained by NN Insurance Eurasia with ING Bank N.V. These accounts will also be used for the collection of moneys paid in respect of mortgage loans (other than Mortgage Loans sold to the Issuer) originated by the Seller.

On each Mortgage Collection Payment Date, the Servicer shall or shall procure that NN Insurance Eurasia shall, having regard to all relevant information at its disposal (a) make an estimate of all amounts of principal, interest, Prepayment Penalties and interest penalties received by the Seller in respect of the Mortgage Receivables in respect of the immediately preceding Mortgage Calculation Period (the total of such estimated amounts is referred to as the **Estimated Collected Transfer Amount**) and (b) transfer the Estimated Collected Transfer Amount to the Issuer Collection Account.

Following the transfer of the Estimated Collected Transfer Amount, on or prior to the 15<sup>th</sup> calendar day of the relevant month (or if this is not a Business Day the next succeeding Business Day, but in any case prior to the relevant Notes Payment Date), the Servicer shall or procure that NN Insurance Eurasia shall reconcile (i) the total amount of principal, interest, Prepayment Penalties and interest penalties actually received by the Seller in respect of the Mortgage Receivables in respect of the immediately preceding Mortgage Calculation Period (the total of such amounts actually received is referred to as the **Actual Collected Transfer Amount**) with (ii) the Estimated Collected Transfer Amount.

On the 15<sup>th</sup> day of each calendar month (or if this is not a Business Day the next succeeding Business Day, but in any case prior to the Notes Payment Date), the Servicer shall:

- (i) if the Actual Collected Transfer Amount exceeds the Estimated Collected Transfer Amount, transfer the difference between these amounts from the relevant collection account of the Seller to the Issuer Collection Account; or
- (ii) if the Estimated Collected Transfer Amount exceeds the Actual Collected Transfer Amount, request the Issuer Administrator to transfer the difference between these amounts from the Issuer Collection Account to the relevant collection account of the Seller.

After the occurrence of a Trigger Event the above arrangement will cease to be effective. Pursuant to the Receivables Proceeds Distribution Agreement the Collection Accounts are transferred by way of contract transfer to the Collection Foundation under the condition precedent (*opschortende voorwaarde*) of the occurrence of a Trigger Event. Therefore,

after the occurrence of a Trigger Event and the transfer of the Collection Accounts to the Collection Foundation, the Collection Foundation shall instead be required to pay or transfer the amounts to which the Issuer or the Security Trustee, as the case may be, is entitled to the Issuer or the Security Trustee, respectively, in accordance with the terms and subject to the conditions of the Receivables Proceeds Distribution Agreement. The Collection Accounts are pledged to the Collection Foundation pursuant to the Collection Foundation Accounts Pledge Agreement.

### **Financial Collateral Agreement**

#### *Set-Off*

The Mortgage Receivables Purchase Agreement provides that if a Borrower sets off amounts due to it by the Seller against a Mortgage Receivable and, as a consequence thereof, the Issuer does not receive the amount which it is entitled to receive in respect of such Mortgage Receivable, the 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 Mortgage Receivable if no set-off had taken place and the amount actually received by the Issuer in respect of such Mortgage Receivable.

In order to mitigate the risk of set-off by Borrowers with any deposits (other than Construction Deposits and/or Bank Savings Deposits) held with the Seller, the Mortgage Receivables Purchase Agreement provides that, if on any date, up to but excluding the date on which the Seller is assigned a rating by each of the Credit Rating Agencies which is at least the Requisite Credit Rating, the aggregate Potential Set-Off Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, (1) the Seller and the Issuer shall enter within fourteen (14) calendar days into a Financial Collateral Agreement and transfer to the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger an amount equal to the Potential Set-Off Collateral Amount, and at any time thereafter (a) the Seller will, within five (5) Business Days after each Notes Payment Date, transfer to the Financial Cash Collateral Account with a corresponding credit to the Set-Off Collateral Ledger an amount equal to the positive difference between (i) the Potential Set-Off Collateral Amount and (ii) the balance standing to the credit of the Set-Off Collateral Ledger and/or (b) the Issuer will on any Notes Payment Date transfer to the Seller Bank Account an amount equal to the negative difference between (i) the Potential Set-Off Collateral Amount and (ii) the balance standing to the credit of the Set-Off Collateral Ledger (if any), in accordance with the terms of such Financial Collateral Agreement or (2) the Seller may at its option repurchase and accept the re-assignment from the Issuer of only (but not more than) such number of Mortgage Receivables having the highest Potential Set-Off Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Potential Set-Off Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations.

The Financial Collateral Agreement shall provide that the Issuer may on each Notes Payment Date draw from the Financial Cash Collateral Account with a corresponding debit to the Set-Off Collateral Ledger an amount equal to the Set-Off Amount which the Seller is due, which is unpaid on such Notes Payment Date, subject to and in accordance with the Trust Agreement, which amount shall form part of the Available Revenue Funds on such date.

#### *Other Claim*

The Mortgage Receivables Purchase Agreement provides that, if on any date, up to but excluding the date on which the Seller is assigned a rating by each of the Credit Rating Agencies which is at least the Requisite Credit Rating, the Other Claim Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, (a) the Seller and the Issuer shall enter within fourteen calendar (14) days into a Financial Collateral Agreement and transfer to the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger an amount equal to the Other Claim Collateral Amount, and at any time thereafter (a) the Seller will, within five (5) Business Days after each Notes Payment Date, transfer to the Financial Cash Collateral Account with a corresponding credit to the Other Claim Collateral Ledger an amount equal to the positive difference between (i) the Other Claim Collateral Amount and (ii) the balance standing to the credit of the Other Claim Collateral Ledger, as compared to the immediately preceding Notes Payment Date (if any) and/or (b) the Issuer will, on any Notes Payment Date, transfer to the Seller Bank Account an amount equal to the positive difference between (i) the balance standing to the credit of the Other Claim Collateral Ledger and (ii) the Other Claim Collateral Amount, in accordance with the terms of such Financial Collateral Agreement or (b) the Seller may at its option repurchase and accept the re-assignment from the Issuer of only (but not more than) such number of Mortgage Receivables having the highest Other Claim Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Other Claim Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations.

The Financial Collateral Agreement shall provide that the Issuer may on each Notes Payment Date draw from the Financial Cash Collateral Account, with a corresponding debit to the Other Claim Collateral Ledger an amount equal to the Other Claim Loss Amount which is due but unpaid, subject to and in accordance with the Trust Agreement, which amount shall form part of the Available Revenue Funds on such date.

In addition, pursuant to the Mortgage Receivables Purchase Agreement, the Seller shall have an obligation to vest (a) a first ranking right of pledge in favour of the Security Trustee and (b) a second ranking right of pledge in favour of the Issuer on the Other Claims promptly but in any event within two (2) Business Days upon the occurrence of an Assignment Notification Event to secure the Secured Liabilities (in respect of (a)) and any Other Claim Loss Amount (in respect of (b)).

## 5.2 PRIORITIES OF PAYMENTS

### Priority of Payments in respect of interest

Prior to the delivery of an Enforcement Notice by the Security Trustee, the Available Revenue Funds will pursuant to the terms of the Trust Agreement be applied by the Issuer on the Notes Payment Date immediately succeeding the relevant Notes Calculation 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, *pari passu* and *pro rata*, according to the respective amounts thereof, of (i) the fees, costs, expenses or other remuneration due and payable to the Directors in connection with the Management Agreements and (ii) 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, *pari passu* and *pro rata*, according to the respective amounts thereof (i) the fees and expenses due and payable to the Servicer under the Servicing Agreement and (ii) the fees and expenses due and payable to the Issuer Administrator under the Administration Agreement;
- (c) *third*, in or towards satisfaction, *pari passu* and *pro rata*, according to the respective amounts thereof, of (i) 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 (xiv) of the Available Revenue Funds), (ii) the fees and expenses of the Credit Rating Agencies and any legal advisor, auditor and accountant, appointed by the Issuer or the Security Trustee, (iii) the Cash Advance Facility Commitment Fee to the Cash Advance Facility Provider under the Cash Advance Facility Agreement, (iv) any amounts due to the Issuer Account Bank under the Issuer Account Agreement (for the avoidance of doubt including negative interest on the Issuer Accounts), and (v) fees and expenses due to the Paying Agent under the Paying Agency Agreement;
- (d) *fourth*, in or towards satisfaction, *pari passu* and *pro rata*, according to the respective amounts thereof, of any amounts due and payable to the Cash Advance Facility Provider under the Cash Advance Facility Agreement, or, following a Cash Advance Facility Stand-by Drawing in or towards satisfaction of sums to be credited to the Cash Advance Facility Stand-by Ledger which remain to be deposited on the Issuer Collection Account but excluding the Cash Advance Facility Commitment Fee payable under sub-paragraph (c) above and any gross-up amounts or additional amounts due under the Cash Advance Facility Agreement payable under sub-paragraph (i) below;
- (e) *fifth*, in or towards satisfaction of interest due on the Class A Notes;
- (f) *sixth*, in or towards satisfaction, of sums to be credited to 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 any sums required to replenish the Reserve Account up to the amount of the Reserve Account Target Level;
- (h) *eighth*, in or towards satisfaction of sums to be credited to 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 gross-up amounts or additional amounts due, if any, to the Cash Advance Facility Provider pursuant to the Cash Advance Facility Agreement;
- (j) *tenth*, in or towards satisfaction of principal due under the Class C Notes; and
- (k) *eleventh*, in or towards satisfaction of a Deferred Purchase Price Instalment to the Seller.

### Priority of Payments in respect of principal

Prior to the delivery of an Enforcement Notice by the Security Trustee, the Available Principal Funds will pursuant to the terms of the Trust Agreement be applied by the Issuer on the Notes Payment Date immediately succeeding the relevant Notes Calculation 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 **Redemption Priority of Payments**):



- (a) *first*, subject to the Purchase Conditions being met during the Further Advance Purchase Period, in or towards satisfaction of the Further Advance Initial Purchase Prices of any Further Advance Receivables purchased on such Notes Payment Date;
- (b) *second*, in or towards, *pro rata* and *pari passu*, satisfaction of principal amounts due under the Class A Notes until fully redeemed in accordance with the Conditions; and
- (c) *third*, in or towards, *pro rata* and *pari passu*, satisfaction of principal amounts due under the Class B Notes until fully redeemed in accordance with the Conditions.

#### **Post-Enforcement Priority of Payments**

Following delivery of an Enforcement Notice, the Enforcement Available Amount will be paid to the Secured Creditors (including the Noteholders, but excluding the Bank Savings Participant and the Insurance Savings Participant) in the following order of priority (after deduction of costs incurred by the Security Trustee, which will include, *inter alia*, the 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*, (i) to the Cash Advance Facility Provider, in or towards satisfaction of any Cash Advance Facility Stand-by Drawing due but unpaid under the Cash Advance Facility Agreement and (ii) amounts standing to the credit of the Financial Cash Collateral Account to which the Seller is entitled pursuant to any Financial Collateral Agreement, if any;
- (b) *second*, in or towards satisfaction, *pari passu* and *pro rata*, according to the respective amounts thereof, of (i) the fees, costs, expenses or other remuneration due to the Directors (ii) the fees and expenses of the Servicer under the Servicing Agreement, (iii) the fees and expenses of the Issuer Administrator under the Administration Agreement, (iv) any amounts due to the Issuer Account Bank under the Issuer Account Agreement (for the avoidance of doubt including negative interest on the Issuer Accounts), and (v) the fees and expenses of the Paying Agent under the provisions of the Paying Agency Agreement;
- (c) *third*, in or towards any amounts due and payable to the Cash Advance Facility Provider, excluding any amounts due and payable under item (g);
- (d) *fourth*, in or towards satisfaction of all amounts of interest due in respect of the Class A Notes;
- (e) *fifth*, in or towards satisfaction of all amounts of principal due in respect of the Class A Notes;
- (f) *sixth*, in or towards satisfaction of all amounts of principal due in respect of the Class B Notes;
- (g) *seventh*, in or towards satisfaction of gross-up amounts or additional amounts due, if any, to the Cash Advance Facility Provider pursuant to the Cash Advance Facility Agreement;
- (h) *eighth*, in or towards satisfaction of all amounts of principal due in respect of the Class C Notes; and
- (i) *ninth*, in or towards satisfaction of a Deferred Purchase Price Instalment to the Seller.

After the delivery of an Enforcement Notice, the Participation Enforcement Available Amount will be paid by the Security Trustee to the Participants.

## 5.3 LOSS ALLOCATION

### Principal Deficiency Ledger

A Principal Deficiency Ledger comprising two sub-ledgers, known as the Class A 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 Loss on the Mortgage Receivables as well as any Revenue Shortfall Amount, Set-Off Amount and Other Claim Loss Amount. An amount equal to the sum of (i) the Realised Loss and (ii) any Revenue Shortfall Amount on a Notes Payment Date relating to the immediately preceding Notes Calculation Period shall be debited to the Class B Principal Deficiency Ledger (such Principal Deficiency being reccredited at item (h) of the Revenue Priority of Payments to the extent that any part of the Available Revenue Funds is available for such purpose) 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 amount will be debited to the Class A Principal Deficiency Ledger (such Principal Deficiency being reccredited at item (f) of the Revenue Priority of Payments to the extent that any part of the Available Revenue Funds is available for such purpose).

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

- (a) with respect to the Mortgage Receivables in respect of which the Seller, the Issuer, the Servicer on behalf of the Issuer or the Security Trustee has completed the foreclosure, such that there is no more collateral securing the Mortgage Receivables, in the immediately preceding Notes Calculation Period the amount by which (i) the Outstanding Principal Amount of each such Mortgage Receivable less, with respect to a Savings Mortgage Receivable, a Switch Mortgage Receivable with a Savings Alternative and a Bank Savings Mortgage Receivable, the Participation exceeds (ii) the amount of the Net Foreclosure Proceeds applied to reduce the Outstanding Principal Amount of such Mortgage Receivable less, with respect to the Switch Mortgage Receivable with a Savings Alternative and the Bank Savings Mortgage Receivable, the Participation; and
- (b) with respect to Mortgage Receivables sold by the Issuer in the immediately preceding Notes Calculation Period, the amount by which (i) the Outstanding Principal Amount of each such Mortgage Receivable less, with respect to a relevant Savings Mortgage Receivable, a Switch Mortgage Receivable with a Savings Alternative or a Bank Savings Mortgage Receivable, the Participation exceeds (ii) the purchase price received in respect of each such Mortgage Receivable sold to the extent relating to principal less, with respect to the Savings Mortgage Receivable, Switch Mortgage Receivable with a Savings Alternative and the Bank Savings Mortgage Receivable, the Participation; and
- (c) with respect to the Mortgage Receivables in respect of which the Borrower has in the immediately preceding Notes Calculation Period (x) successfully asserted set-off or defence to payments including any Set-Off Amount and/or Other Claim Loss Amount or (y) repaid or prepaid any amounts, an amount equal to the amount by which (i) the Outstanding Principal Amount of each such Mortgage Receivable less, with respect to a Savings Mortgage Receivable, a Switch Mortgage Receivable with a Savings Alternative or a Bank Savings Mortgage Receivable, the Participation immediately prior to such set-off or defence or repayment or prepayment exceeds (ii) the higher of (x) zero and (y) the Outstanding Principal Amount of such Mortgage Receivable, less, with respect to a Savings Mortgage Receivable, a Switch Mortgage Receivable with a Savings Alternative or a Bank Savings Mortgage Receivable, the Participations, in respect of each such Mortgage Receivable immediately after such set-off or defence or repayment or prepayment having been made and to the extent, such amount is not received from the Seller, including as Set-Off Amount or Other Claim Loss Amount, in accordance with any items of the Available Principal Funds or otherwise in accordance with any of the items of the Available Principal Funds.

### Post-foreclosure proceeds

Following completion of foreclosure of a Mortgage Receivable, such that there is no more collateral securing the Mortgage Receivable, any remaining claim (*restschuld*) may be repurchased by the Seller for an amount of EUR 1.00 (one euro). Any post-foreclosure payments made by a Borrower in respect of such Mortgage Loan (if any) will subsequently after such repurchase by the Seller, no longer form part of the Available Revenue Funds and any such amounts will be collected and retained by the Seller.

#### **5.4 HEDGING**

Not applicable.

## 5.5 LIQUIDITY SUPPORT

### **Cash Advance Facility Agreement**

On the Closing Date, the Issuer will enter into the Cash Advance Facility Agreement with BNG Bank N.V., a public limited liability company organised under Dutch law and established in 's-Gravenhage, the Netherlands, in its capacity as Cash Advance Facility Provider. The Issuer will be entitled on any Notes Payment Date (other than on (x) a Notes Payment Date on which the Class A Notes will be redeemed in full and (y) the Final Maturity Date) to make drawings under the Cash Advance Facility up to the Cash Advance Facility Maximum Amount, subject to certain conditions. The Cash Advance Facility Agreement is for a term of 364 days. The commitment of the Cash Advance Facility Provider is extendable at its option. Any drawing under the Cash Advance Facility by the Issuer may only be made on a Notes Payment Date if and to the extent that, after the application of any Available Revenue Funds, inclusive of all amounts available on the Reserve Account but without taking into account any drawing under the Cash Advance Facility Agreement, there is a shortfall in the Available Revenue Funds to meet items (a) to (e) (inclusive) of the Revenue Priority of Payments, in full on that Notes Payment Date. The Cash Advance Facility Provider will rank in priority in respect of payments and security to the Notes, save for certain gross-up amounts or additional amounts due under the Cash Advance Facility Agreement. Upon the Class A Notes being redeemed in full in accordance with the Conditions and the Transaction Documents, any amount standing to the credit of the Cash Advance Facility Stand-by Ledger will be repaid to the Cash Advance Facility Provider (outside any Priority of Payments) with a corresponding debit to the Cash Advance Facility Stand-by Ledger.

If, at any time, (I) (a) the credit rating of the Cash Advance Facility Provider falls below the Requisite Credit Rating or such credit rating is withdrawn, and (b) within the Relevant Remedy Period (i) the Cash Advance Facility Provider is not replaced by the Issuer with a suitably rated alternative cash advance facility provider having at least the Requisite Credit Rating or (ii) a third party having the Requisite Credit Rating has not guaranteed the obligations of the Cash Advance Facility Provider or (iii) no other solution acceptable to the Security Trustee is found to maintain the then current credit ratings assigned to the Class A Notes or (II) the Cash Advance Facility Provider refuses to comply with an extension request (each a **Cash Advance Facility Stand-by Drawing Event**), the Issuer will be required forthwith to make a Cash Advance Facility Stand-by Drawing and credit such amount to the Issuer Collection Account with a corresponding credit to the Cash Advance Facility Stand-by Ledger. 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 if the Cash Advance Facility Stand-by Drawing had not been so made.

## 5.6 ISSUER ACCOUNTS

### Issuer Accounts

#### *Issuer Collection Account*

The Issuer will maintain with BNG Bank N.V., a public limited liability company organised under Dutch law and established in 's-Gravenhage, the Netherlands, in its capacity as Issuer Account Bank, the Issuer Collection Account to which – *inter alia* – all amounts received (i) in respect of the Mortgage Receivables, (ii) from the Insurance Savings Participant under the Insurance Savings Participation Agreement and from the Bank Savings Participant under the Bank Savings Participation Agreement 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, including the amounts received set out under (i), (ii) and (iii) above, in respect of the Mortgage Receivables.

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 each Mortgage Collection Payment Date in respect of the Mortgage Receivables will be identified as principal or revenue receipts and credited to a principal ledger or a revenue ledger, respectively. Further ledgers will be maintained to record (a) amounts held in the Issuer Collection Account, (b) payments in connection with any Financial Collateral Agreement or (c) certain drawings made under the Cash Advance Facility.

Payments may only be made from the Issuer Collection Account other than on a Notes Payment Date to satisfy (i) amounts due to third parties (other than pursuant to the Transaction Documents) and under obligations incurred in connection with the Issuer's business and (ii) amounts due to the Participants under the Participation Agreements.

#### *Reserve Account*

The Issuer will maintain with the Issuer Account Bank the Reserve Account to which on the Closing Date the proceeds of the Class C Notes will be credited. On each Notes Payment Date thereafter certain amounts to the extent available in accordance with the Revenue Priority of Payments will be transferred to the Reserve Account up to the Reserve Account Target Level. Amounts credited to the Reserve Account will be available (i) on any Notes Payment Date to meet items (a) to (f) (inclusive) of the Revenue Priority of Payments which are due to be made on that Notes Payment Date after all other amounts available to the Issuer for such purpose have been used before application of any funds drawn under the Cash Advance Facility and, in addition, (ii) on or around the Closing Date, to pay the costs relating to the issue of the Notes.

If and to the extent that the Available Revenue Funds on any Notes Calculation Date exceed the amounts required to meet items ranking higher than item (g) in the Revenue Priority of Payments, the excess amount will be used to replenish the Reserve Account, to the extent required, until the balance standing to the credit of the Reserve Account equals the Reserve Account Target Level. On the Notes Payment Date on which all amounts of interest and principal due in respect of the Class A Notes have been or will be paid, the Reserve Account Target Level will be reduced to zero and any amount standing to the credit of the Reserve Account will thereafter form part of the Available Revenue Funds.

#### *Construction Deposit Account*

The Issuer will maintain with the Issuer Account Bank a Construction Deposit Account. On the Closing Date an amount corresponding to the aggregate Construction Deposits in relation to the Mortgage Receivables purchased by the Issuer on the Closing Date will be credited to the Construction Deposit Account. On a Notes Payment Date on which Further Advance Receivables will be purchased by the Issuer an amount corresponding to the aggregate Construction Deposits in relation to such Further Advance Receivables will be credited to the Construction Deposit Account. Payments may be made from the Construction Deposit Account on a Mortgage Collection Payment Date only to satisfy payment by the Issuer to the Seller of part of the Initial Purchase Prices as a result of the distribution of (part of) the Construction Deposit by the Seller to the relevant Borrowers. Moreover, the Construction Deposit Account will be debited on each Notes Payment Date with the amount Borrowers have set-off against the Mortgage Receivables in connection with the Construction Deposits and/or in respect of which the Issuer has no further obligation to pay such part of the Initial Purchase Prices. Such amount will be credited to the Issuer Collection Account and will form part of the Available Principal Funds. The Issuer shall pay the interest accrued on the Construction Deposit Account to the Seller. The aggregate Construction Deposits as per the Initial Cut-Off Date are EUR 1,177,108.12.

#### *Financial Cash Collateral Account*

The Issuer will maintain with the Issuer Account Bank the Financial Cash Collateral Account. The Issuer Administrator

shall, on behalf of the Issuer, credit or debit the Financial Cash Collateral Account (i) with a corresponding credit or debit to the Set-Off Collateral Ledger any Potential Set-Off Collateral Amount and the increase or reduction thereof and (ii) with a corresponding credit or debit to the Other Claim Collateral Ledger any Other Claim Collateral Amount and the increase or reduction thereof.

Amounts drawn from the Financial Cash Collateral Account as Set-Off Amount or as Other Claim Loss Amount will be transferred to the Issuer Collection Account and form part of the Available Revenue Funds.

*Rating Issuer Account Bank*

If at any time the rating of the Issuer Account Bank falls below the Requisite Credit Rating or any such rating is withdrawn, the Issuer will be required within 30 calendar days to (a) transfer the balance standing to the credit of the relevant Issuer Accounts to an alternative issuer account bank having at least the Requisite Credit Rating or (b) to obtain a third party, having at least the Requisite Credit Rating, to guarantee the obligations of the Issuer Account Bank, which guarantee is in accordance with the then current criteria of the Credit Rating Agencies, or (c) take any other action acceptable to the Security Trustee to maintain the then current credit ratings assigned the Class A Notes. The Issuer shall, promptly following the transfer to another bank, pledge its interests in such agreement and the Issuer Accounts in favour of the Security Trustee on the terms of the Issuer Rights Pledge Agreement, mutatis mutandis, to the satisfaction of the Security Trustee.

*Interest rate*

The Issuer Account Bank will pay (i) interest equal to €STR minus a margin, on the balance standing to the credit of each of the Issuer Accounts other than the Reserve Account and the Construction Deposit Account from time to time and (ii) 1-month Euribor minus a margin on the balance standing to the credit of the Reserve Account and the Construction Deposit Account from time to time.

If at any time, such interest rate would result in a negative interest rate, the Issuer Account Bank will charge such negative interest to the Issuer, resulting in a corresponding obligation of the Issuer to pay such negative interest.

## 5.7 ADMINISTRATION AGREEMENT

### Issuer Services

In the Administration Agreement, the Issuer Administrator will agree (x) to provide certain administration, calculation and cash management services to the Issuer, including, *inter alia*, (a) the application of amounts received by the Issuer to the Issuer Accounts and the production of monthly reports in relation thereto, (b) procuring that, if required, drawings are made by the Issuer under the Cash Advance Facility and the Financial Collateral Agreement, if any, (c) procuring that all payments to be made by the Issuer under the Transaction Documents are made, (d) procuring that all payments to be made by the Issuer under the Notes are made in accordance with the Paying Agency Agreement and the Conditions, (e) the maintaining of all required ledgers in connection with the above, (f) all administrative actions in relation thereto, (g) procuring that all calculations to be made pursuant to the Conditions under the Notes are made, (h) procuring that all calculations to be made in connection with any Financial Collateral Agreement are made, (i) the preparation of monthly reports and (y) to submit certain statistical information regarding the Issuer as referred to above to certain governmental authorities if and when requested.

The Issuer Administrator may subcontract its obligations subject to and in accordance with the Administration Agreement (without the consent of the Issuer and the Security Trustee or the approval of the Credit Rating Agencies or any other party being required where such sub-agent is a group company). Any such subcontracting will not relieve the Issuer Administrator of its responsibility to perform its obligations under the Administration Agreement, although where services are subcontracted, such services will be performed by a sub-agent.

On the Closing Date, the Issuer Administrator will appoint Intertrust Administrative Services B.V. as sub-administrator in accordance with the Administration Agreement to provide the Issuer Services. The appointment of Intertrust Administrative Services B.V. as sub-administrator is currently envisaged to be terminated within a certain period of time after the Closing Date whereupon the Issuer Administrator shall perform the Issuer Services itself.

In the Administration Agreement, the Issuer will appoint Intertrust Administrative Services B.V. to act as Issuer Administrator and to provide the Issuer Services subject to the condition precedent (*opschortende voorwaarde*) of the occurrence of the Capital Requirement Trigger Event which is continuing or two (2) Business Days have lapsed upon the Issuer becoming aware of a material default by NN Bank in the performance of the Issuer Services which is not remedied within ten (10) Business Days. If NN Bank is replaced by Intertrust Administrative Services B.V. and if subsequently, such Capital Requirement Trigger Event is no longer continuing, NN Bank has the right to replace Intertrust Administrative Services to act as Issuer Administrator.

The Issuer Administrator does not have any liability whatsoever to the Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes. The Notes will be solely the obligations and responsibilities of the Issuer.

The Issuer Administrator will, on behalf of the Seller, fulfil the information requirements set out in points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7(1) of the Securitisation Regulation, which includes, making available this Prospectus and the Transaction Documents, by means of a website which fulfils the requirements set out in article 7(2) of the Securitisation Regulation and, from the moment that a securitisation repository has been designated within the meaning of article 10 of the Securitisation Regulation, through such securitisation repository.

### Calculations

The Issuer Administrator will calculate the amounts available to the Issuer on the basis of information received by it, including but not limited to the Portfolio and Performance Reports based on the reports provided by the Servicer for each Mortgage Calculation Period.

### Termination

The Administration Agreement may be terminated by the Issuer (with the consent of the Security Trustee) or the Security Trustee, upon the occurrence of certain termination events, including but not limited to, a failure by the Issuer Administrator to comply with its obligations (unless remedied within the applicable grace period), dissolution or liquidation of the Issuer Administrator or the Issuer Administrator being declared bankrupt or granted a suspension of payments. In addition the Administration Agreement may be terminated by the Issuer Administrator and by the Issuer upon the expiry of not less than twelve months' notice, subject to (*inter alia*) (i) written approval of the Security Trustee, which approval may not be unreasonably withheld, (ii) appointment of a substitute administrator and (iii) Credit Rating Agency Confirmation. A termination of the Administration Agreement by either the Issuer and the Security Trustee or the Issuer Administrator will only become effective if a substitute administrator is appointed.

Upon the occurrence of a termination event as set out above, the Security Trustee and the Issuer shall notify the Credit Rating Agencies and shall use their best effort to appoint a substitute administrator and such substitute administrator shall enter into an agreement with the Issuer and the Security Trustee substantially on the terms of this Agreement, provided that such substitute administrator shall have the benefit of an administration fee at a level to be then determined. 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 Security Trustee shall notify the Credit Rating Agencies of the identity of such substitute administrator following appointment thereof.

Furthermore, the Administration Agreement may be terminated by the Issuer Administrator or the Issuer or the Security Trustee on behalf of the Issuer upon the expiry of not less than twelve (12) months' notice of termination given by (i) the Issuer Administrator to each of the Issuer and the Security Trustee or (ii) by the Issuer or the Security Trustee on behalf of the Issuer to each of the Issuer Administrator and the Security Trustee, provided that, *inter alia*, (a) the Security Trustee consents in writing to such termination (which consent shall not be unreasonably withheld or delayed) (b) and a substitute administrator shall be appointed, such appointment to be effective not later than the date of termination of this Agreement and such substitute administrator enters into an agreement substantially on the terms of this Agreement and the Issuer Administrator shall not be released from its obligations under this Agreement until such substitute administrator has entered into such new agreement and (c) a Credit Rating Agency Confirmation is available with respect to each Credit Rating Agency in connection with any such termination and appointment. The Issuer shall promptly following the execution of such new agreement as referred to under (b), 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.

#### **Market Abuse Directive**

Pursuant to the Administration Agreement, the Issuer Administrator, *inter alia*, shall procure compliance by the Issuer with all applicable legal requirements, including in respect of the below.

The Directive 2014/57/EU of 16 April 2014 on criminal sanctions for market abuse (the **Market Abuse Directive**) and the Regulation 596/2014 of 16 April 2014 on market abuse (the **Market Abuse Regulation**) and the Dutch legislation implementing this directive (the Market Abuse Directive, the Market Abuse Regulation and the Dutch implementing legislation together referred to as the **MAD Regulations**) *inter alia* impose on the Issuer the obligations to disclose inside information and to maintain a list of persons that act on behalf of or for the account of the Issuer and who, on a regular basis, have access to inside information in respect of the Issuer.

The Issuer Administrator has accepted the tasks of maintaining the list of insiders and to organise the assessment and disclosure of inside information, if any, on behalf of the Issuer. The Issuer Administrator shall have the right to consult with the Servicer and any legal counsel, accountant, banker, broker, securities company or other company other than the Credit Rating Agencies and the Security Trustee in order to analyse whether the information can be considered to be inside information which must be disclosed in accordance with the MAD Regulations. If disclosure is required, the Issuer Administrator shall procure the publication of such information in accordance with the MAD Regulations. Notwithstanding the delegation of compliance with the MAD Regulations to the Issuer Administrator, the Issuer shall ultimately remain legally responsible and liable for such compliance.



## 6. PORTFOLIO INFORMATION

Agreed-upon procedures tests performed on the randomly selected audit sample of the Mortgage Loans specified in this section 6 (*Portfolio Information*) prior to the Closing Date disclosed certain errors. The audit sample of Mortgage Loans is representative of all Mortgage Loans and the same margin of error may apply to all Mortgage Loans. For further detail see section 1 (*Risk Factors*), risk factors 'Payments on the Mortgage Receivables are subject to credit, liquidity and interest rate risks' and 'Risks that the foreclosure proceeds will be insufficient'.

### 6.1 STRATIFICATION TABLES

#### Summary of the Provisional Pool

The numerical information set out below relates to a pool of Mortgage Loans (the "**Provisional Pool**") which was selected as of the close of business on 31 March 2020. All amounts are in euro. All amounts relating to principal are (i) in respect of stratification table 1 (*Key characteristics*), inclusive and (ii) in respect of the other stratification tables, exclusive of the Banks Saving Participations and the Insurance Savings Participations, unless stated otherwise. The information set out in the tables below relate to the Provisional Pool and may not necessarily correspond to that of the Mortgage Receivables actually sold to the Issuer on the Closing Date. Furthermore, after the Closing Date, the portfolio will change from time to time as a result of the repayment, prepayment, amendment and repurchase of Mortgage Receivables as well as the purchase of Further Advance Receivables. The Mortgage Receivables represented in the stratification tables have been selected in accordance with the Mortgage Loan Criteria. However, there can be no assurance that any Further Advance Receivables acquired by the Issuer after the Closing Date will have the exact same characteristics as represented in the Stratification Tables. The accuracy of the data included in the stratification tables in respect of the Provisional Pool as selected on 31 March 2020 has been verified by an appropriate and independent party.

#### Detailed information on the Provisional Pool

### 1. Key Characteristics

Description	As per 31/03/2020
Principal amount	2,293,001,855.34
Value of savings deposits	148,914,368.40
Net principal balance	2,144,087,486.94
Construction Deposits	1,378,140.26
Net principal balance excl. Construction and Saving Deposits	2,142,709,346.68
Negative balance	0.00
Net principal balance excl. Construction and Saving Deposits and Negative Balance	2,142,709,346.68
Number of loans	12,411
Number of loanparts	25,911
Number of negative loanparts	0
Average principal balance (borrower)	172,757.03
Weighted average current interest rate	3.08%
Weighted average maturity (in years)	20.82
Weighted average remaining time to interest reset (in years)	9.47
Weighted average seasoning (in years)	8.42
Weighted average CLTOMV	76.73%
Weighted average CLTIMV	62.57%
Weighted average CLTIFV	84.91%
Weighted average OLTOMV	88.20%

## 2. Redemption Type

Description	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Annuity	673,163,448.81	31.40%	7,521	29.03%	2.73%	24.81	78.16%
Bank Savings	282,193,049.48	13.16%	4,015	15.50%	3.94%	17.22	74.74%
Interest Only	934,402,324.80	43.58%	11,224	43.32%	3.09%	20.18	75.11%
Hybrid	76,911,109.64	3.59%	1,105	4.26%	3.37%	15.92	78.73%
Investments							
Life Insurance	110,865,545.26	5.17%	1,138	4.39%	2.90%	13.39	90.20%
Linear	59,464,396.49	2.77%	765	2.95%	2.58%	23.81	68.73%
Savings	7,087,612.46	0.33%	143	0.55%	3.73%	12.16	66.88%
Other							
Unknown							
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

## 3. Outstanding Loan Amount

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 25,000	1,664,303.54	0.08%	93	0.75%	3.37%	17.29	9.20%
25,000 - 50,000	12,726,324.37	0.59%	325	2.62%	3.16%	19.22	23.06%
50,000 - 75,000	40,559,328.52	1.89%	638	5.14%	3.11%	18.83	38.93%
75,000 - 100,000	98,893,714.42	4.61%	1,114	8.98%	3.10%	19.75	54.40%
100,000 - 150,000	457,405,681.10	21.33%	3,629	29.24%	3.11%	20.28	69.93%
150,000 - 200,000	517,149,431.20	24.12%	2,995	24.13%	3.08%	20.31	78.45%
200,000 - 250,000	373,734,845.42	17.43%	1,682	13.55%	3.12%	20.83	82.91%
250,000 - 300,000	249,907,044.37	11.66%	915	7.37%	3.08%	21.66	83.53%
300,000 - 350,000	150,073,501.35	7.00%	467	3.76%	3.05%	22.11	84.10%
350,000 - 400,000	95,921,344.25	4.47%	257	2.07%	2.96%	21.47	83.94%
400,000 - 450,000	50,740,688.83	2.37%	121	0.97%	2.86%	22.74	82.29%
450,000 - 500,000	27,723,197.89	1.29%	59	0.48%	2.89%	22.06	83.26%
500,000 - 550,000	24,519,330.91	1.14%	47	0.38%	3.00%	23.02	80.86%
550,000 - 600,000	19,548,743.59	0.91%	34	0.27%	3.01%	21.83	84.50%
600,000 - 650,000	10,650,758.07	0.50%	17	0.14%	2.90%	23.30	86.75%
650,000 - 700,000	6,737,157.09	0.31%	10	0.08%	3.11%	21.48	84.88%
700,000 - 750,000	2,931,360.81	0.14%	4	0.03%	2.77%	24.09	87.74%
750,000 - 800,000	1,512,253.70	0.07%	2	0.02%	3.10%	17.85	99.97%
800,000 - 850,000	827,348.11	0.04%	1	0.01%	2.27%	18.93	75.21%
850,000 - 900,000	861,129.40	0.04%	1	0.01%	3.05%	25.67	70.29%
900,000 - 950,000							
950,000 - 1,000,000							
1,000,000 >=							
Unknown							
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

Average	172,757
Minimum	10,000
Maximum	861,129

## 4. Origination Year

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
<2000							
2000 - 2001							
2001 - 2002							
2002 - 2003							
2003 - 2004	69,514,668.21	3.24%	890	3.43%	3.10%	13.73	79.37%
2004 - 2005	126,779,743.08	5.91%	1,738	6.71%	2.96%	14.39	79.84%
2005 - 2006	142,234,962.26	6.63%	2,153	8.31%	3.17%	15.19	79.85%
2006 - 2007	80,118,610.17	3.74%	1,070	4.13%	2.94%	15.86	81.30%
2007 - 2008	62,876,905.57	2.93%	821	3.17%	3.02%	16.93	82.66%
2008 - 2009	119,026,432.87	5.55%	1,616	6.24%	3.06%	17.78	81.26%
2009 - 2010	144,084,661.10	6.72%	1,711	6.60%	2.56%	18.72	78.51%
2010 - 2011	108,043,261.48	5.04%	1,238	4.78%	3.47%	19.66	83.34%
2011 - 2012	203,758,510.29	9.50%	2,776	10.71%	4.13%	19.67	72.28%
2012 - 2013	145,533,789.72	6.79%	2,115	8.16%	4.11%	20.17	64.01%
2013 - 2014	130,542,469.60	6.09%	1,456	5.62%	2.76%	21.99	62.41%
2014 - 2015	116,942,433.55	5.45%	1,224	4.72%	2.98%	23.18	67.87%
2015 - 2016	145,649,930.87	6.79%	1,453	5.61%	3.03%	24.22	73.05%
2016 - 2017	224,509,411.46	10.47%	2,452	9.46%	2.61%	25.45	78.05%
2017 - 2018	305,607,058.92	14.25%	2,742	10.58%	2.61%	26.59	85.58%
2018 - 2019	7,235,886.16	0.34%	186	0.72%	2.47%	27.56	72.98%
2019 >=	11,628,751.63	0.54%	270	1.04%	2.39%	28.03	72.11%
Unknown							
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

Weighted Average	2011
Minimum	2003
Maximum	2020

## 5. Seasoning

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
1Year	8,272,068.94	0.39%	194	0.75%	2.19%	28.20	71.57%
1Year(s) - 2 Year(s)	7,969,522.13	0.37%	199	0.77%	2.66%	27.51	72.27%
2 Year(s) - 3 Year(s)	218,615,319.07	10.20%	1,962	7.57%	2.65%	26.72	85.85%
3 Year(s) - 4 Year(s)	215,588,283.29	10.06%	2,232	8.61%	2.52%	25.85	81.08%
4 Year(s) - 5 Year(s)	209,739,767.62	9.78%	2,118	8.17%	2.87%	24.87	76.18%
5 Year(s) - 6 Year(s)	105,669,293.03	4.93%	1,159	4.47%	3.15%	23.33	67.82%
6 Year(s) - 7 Year(s)	148,121,240.45	6.91%	1,584	6.11%	2.64%	22.49	63.45%
7 Year(s) - 8 Year(s)	90,262,047.47	4.21%	1,233	4.76%	3.82%	20.57	64.76%
8 Year(s) - 9 Year(s)	217,771,790.05	10.16%	3,141	12.12%	4.18%	19.75	65.33%
9 Year(s) - 10 Year(s)	153,265,669.48	7.15%	1,802	6.95%	3.87%	19.81	83.68%
10 Year(s) - 11 Year(s)	127,213,569.38	5.93%	1,479	5.71%	2.44%	18.94	78.47%
11 Year(s) - 12 Year(s)	132,413,536.98	6.18%	1,771	6.83%	3.04%	18.03	80.78%
12 Year(s) - 13 Year(s)	73,581,024.56	3.43%	946	3.65%	3.04%	17.17	82.38%
13 Year(s) - 14 Year(s)	65,758,468.92	3.07%	871	3.36%	2.91%	16.31	80.73%
14 Year(s) - 15 Year(s)	136,537,327.72	6.37%	2,046	7.90%	3.23%	15.31	80.99%
15 Year(s) - 16 Year(s)	137,486,381.77	6.41%	1,973	7.61%	2.89%	14.58	79.33%
16 Year(s) - 17 Year(s)	82,307,424.41	3.84%	1,027	3.96%	3.11%	13.98	79.49%
17 Year(s) - 18 Year(s)	13,514,751.67	0.63%	174	0.67%	2.91%	13.21	80.51%
18 Year(s) - 19 Year(s)							
19 Year(s) - 20 Year(s)							
20 Year(s) - 21 Year(s)							
21 Year(s) - 22 Year(s)							
22 Year(s) - 23 Year(s)							
23 Year(s) - 24 Year(s)							
24 Year(s) - 25 Year(s)							
25 Year(s) - 26 Year(s)							
26 Year(s) - 27 Year(s)							
27 Year(s) - 28 Year(s)							
28 Year(s) - 29 Year(s)							
29 Year(s) - 30 Year(s)							
30 Year(s) >=							
Unknown							
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

Weighted Average	8.42 Year(s)
Minimum	.08 Year(s)
Maximum	17.25 Year(s)

## 6. Legal Maturity

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
2012							
2012 - 2015							
2015 - 2020							
2020 - 2025	7,874,719.69	0.37%	256	0.99%	3.05%	2.98	66.07%
2025 - 2030	35,894,435.63	1.67%	800	3.09%	3.27%	7.85	65.43%
2030 - 2035	276,795,634.45	12.91%	3,980	15.36%	3.27%	13.15	74.81%
2035 - 2040	547,582,419.00	25.54%	7,193	27.76%	3.01%	17.20	79.73%
2040 - 2045	576,075,300.43	26.87%	6,685	25.80%	3.45%	22.07	71.08%
2045 - 2050	696,588,530.47	32.49%	6,927	26.73%	2.73%	26.50	80.50%
2050 - 2055	3,276,447.27	0.15%	70	0.27%	1.96%	29.87	74.59%
2055 - 2060							
2060 - 2065							
2065 - 2070							
2070 - 2075							
2075 - 2080							
2080 - 2085							
2085 - 2090							
2090 - 2095							
2095 - 2100							
2100 >=							
Unknown							
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

Weighted Average	2041
Minimum	2020
Maximum	2050

## 7. Remaining Tenor

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 1 Year(s)	713,382.21	0.03%	31	0.12%	2.95%	0.50	71.79%
1 Year(s) - 2 Year(s)	1,088,193.93	0.05%	45	0.17%	3.00%	1.39	62.22%
2 Year(s) - 3 Year(s)	1,445,245.33	0.07%	47	0.18%	2.74%	2.40	72.77%
3 Year(s) - 4 Year(s)	2,412,865.81	0.11%	75	0.29%	3.02%	3.49	65.65%
4 Year(s) - 5 Year(s)	3,054,165.63	0.14%	79	0.30%	3.24%	4.51	64.12%
5 Year(s) - 6 Year(s)	3,638,620.31	0.17%	105	0.41%	3.33%	5.52	59.20%
6 Year(s) - 7 Year(s)	4,895,342.14	0.23%	133	0.51%	3.63%	6.48	58.19%
7 Year(s) - 8 Year(s)	7,052,254.70	0.33%	174	0.67%	3.36%	7.44	61.98%
8 Year(s) - 9 Year(s)	10,431,220.03	0.49%	201	0.78%	3.21%	8.52	66.89%
9 Year(s) - 10 Year(s)	12,319,504.49	0.57%	228	0.88%	3.08%	9.48	70.97%
10 Year(s) - 11 Year(s)	21,862,990.30	1.02%	395	1.52%	3.42%	10.57	67.64%
11 Year(s) - 12 Year(s)	37,561,112.21	1.75%	620	2.39%	3.75%	11.46	66.01%
12 Year(s) - 13 Year(s)	28,715,257.07	1.34%	436	1.68%	3.67%	12.42	69.81%
13 Year(s) - 14 Year(s)	86,528,654.54	4.04%	1,113	4.30%	3.23%	13.48	77.61%
14 Year(s) - 15 Year(s)	132,263,927.05	6.17%	1,829	7.06%	2.97%	14.50	79.01%
15 Year(s) - 16 Year(s)	142,939,712.61	6.67%	2,093	8.08%	3.30%	15.48	79.59%
16 Year(s) - 17 Year(s)	83,237,266.49	3.88%	1,107	4.27%	3.02%	16.43	79.80%
17 Year(s) - 18 Year(s)	68,275,848.99	3.18%	861	3.32%	3.09%	17.47	80.85%
18 Year(s) - 19 Year(s)	121,984,606.55	5.69%	1,558	6.01%	3.07%	18.47	80.68%
19 Year(s) - 20 Year(s)	120,655,358.53	5.63%	1,342	5.18%	2.48%	19.47	78.28%
20 Year(s) - 21 Year(s)	121,819,068.24	5.68%	1,351	5.21%	3.70%	20.59	84.30%
21 Year(s) - 22 Year(s)	158,194,070.52	7.38%	2,053	7.92%	4.01%	21.48	69.28%
22 Year(s) - 23 Year(s)	91,794,588.31	4.28%	1,216	4.69%	3.89%	22.31	65.67%
23 Year(s) - 24 Year(s)	132,896,114.27	6.20%	1,340	5.17%	2.62%	23.50	63.24%
24 Year(s) - 25 Year(s)	102,274,933.34	4.77%	1,006	3.88%	3.06%	24.58	69.98%
25 Year(s) - 26 Year(s)	137,023,211.30	6.39%	1,260	4.86%	2.96%	25.62	77.30%
26 Year(s) - 27 Year(s)	241,846,117.99	11.28%	2,561	9.88%	2.53%	26.33	79.48%
27 Year(s) - 28 Year(s)	238,572,102.88	11.13%	2,076	8.01%	2.68%	27.32	86.53%
28 Year(s) - 29 Year(s)	12,194,793.72	0.57%	265	1.02%	2.84%	28.45	76.13%
29 Year(s) - 30 Year(s)	15,618,650.99	0.73%	298	1.15%	2.82%	29.43	77.46%
>= 30 Year(s)	778,306.46	0.04%	13	0.05%	1.52%	30.00	64.34%
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>25,911</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	20.82 Year(s)
Minimum	Year(s)
Maximum	30 Year(s)

### 8a. Original Loan To Original Foreclosure Value (Non-NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
< 10%	107,027.76	0.00%	6	0.05%	1.65%	21.36	5.39%
10% - 20%	1,436,812.42	0.07%	30	0.24%	2.23%	17.88	11.32%
20% - 30%	3,869,721.46	0.18%	68	0.55%	2.36%	20.47	18.87%
30% - 40%	6,400,987.41	0.30%	79	0.64%	2.56%	19.64	26.28%
40% - 50%	15,001,558.63	0.70%	131	1.06%	2.34%	20.84	33.74%
50% - 60%	27,714,037.44	1.29%	215	1.73%	2.52%	21.08	40.99%
60% - 70%	34,277,936.36	1.60%	208	1.68%	2.64%	19.99	49.38%
70% - 80%	66,276,189.69	3.09%	339	2.73%	2.71%	19.95	56.57%
80% - 90%	110,967,280.56	5.18%	486	3.92%	2.79%	20.78	64.65%
90% - 100%	123,292,748.73	5.75%	496	4.00%	2.89%	20.39	73.22%
100% - 110%	230,008,157.83	10.73%	854	6.88%	2.99%	21.31	81.03%
110% - 120%	316,299,842.90	14.75%	1,163	9.37%	3.07%	22.59	91.62%
120% - 130%	121,509,094.98	5.67%	534	4.30%	3.32%	18.01	94.33%
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	100%
Minimum	5%
Maximum	130%

### 8b. Original Loan To Original Foreclosure Value (NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non- NHG	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
< 10%							
10% - 20%	925,760.23	0.04%	23	0.19%	3.44%	18.58	12.94%
20% - 30%	5,452,219.36	0.25%	95	0.77%	3.25%	19.53	20.20%
30% - 40%	10,847,641.14	0.51%	150	1.21%	3.36%	18.89	26.62%
40% - 50%	19,228,208.13	0.90%	234	1.89%	3.24%	19.34	33.13%
50% - 60%	40,031,487.85	1.87%	406	3.27%	3.46%	19.62	42.30%
60% - 70%	39,476,789.57	1.84%	362	2.92%	3.35%	20.22	48.42%
70% - 80%	77,312,070.00	3.61%	633	5.10%	3.31%	20.91	56.11%
80% - 90%	124,987,011.80	5.83%	955	7.69%	3.15%	22.04	64.46%
90% - 100%	197,807,357.88	9.23%	1,367	11.01%	3.19%	21.82	72.68%
100% - 110%	127,809,359.27	5.96%	830	6.69%	3.04%	21.26	78.93%
110% - 120%	223,864,682.16	10.44%	1,352	10.89%	3.01%	21.62	89.62%
120% - 130%	218,573,541.98	10.19%	1,390	11.20%	3.32%	17.85	92.64%
130% >=	609,961.40	0.03%	5	0.04%	3.72%	18.07	96.52%
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	100%
Minimum	5%
Maximum	130%

## 9a. Current Loan To Original Foreclosure Value (Non-NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
< 10%	1,099,691.58	0.05%	39	0.31%	2.31%	16.76	6.56%
10% - 20%	4,081,165.24	0.19%	88	0.71%	2.37%	18.74	13.87%
20% - 30%	10,953,725.47	0.51%	140	1.13%	2.46%	19.81	22.38%
30% - 40%	18,327,141.63	0.85%	170	1.37%	2.52%	19.36	31.30%
40% - 50%	30,459,281.96	1.42%	210	1.69%	2.72%	20.34	40.14%
50% - 60%	57,685,835.21	2.69%	326	2.63%	2.75%	20.44	48.80%
60% - 70%	75,896,946.88	3.54%	361	2.91%	2.80%	19.77	57.51%
70% - 80%	116,018,733.66	5.41%	495	3.99%	2.88%	20.47	66.14%
80% - 90%	150,872,328.77	7.04%	596	4.80%	2.95%	20.36	74.93%
90% - 100%	192,759,336.67	8.99%	727	5.86%	3.04%	20.88	84.12%
100% - 110%	266,524,489.59	12.43%	972	7.83%	3.03%	22.52	92.99%
110% - 120%	115,836,527.35	5.40%	418	3.37%	3.19%	21.39	99.88%
120% - 130%	16,646,192.16	0.78%	67	0.54%	3.10%	16.53	107.66%
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	87%
Minimum	1%
Maximum	125%

## 9b. Current Loan To Original Foreclosure Value (NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non-NHG	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
< 10%	642,914.74	0.03%	36	0.29%	3.84%	15.17	6.54%
10% - 20%	5,008,132.53	0.23%	122	0.98%	3.49%	17.95	14.21%
20% - 30%	15,272,362.39	0.71%	239	1.93%	3.46%	18.14	22.83%
30% - 40%	22,860,811.90	1.07%	286	2.30%	3.51%	18.27	31.45%
40% - 50%	40,094,223.47	1.87%	422	3.40%	3.50%	18.73	40.05%
50% - 60%	66,589,705.87	3.11%	589	4.75%	3.41%	19.51	48.89%
60% - 70%	85,324,872.61	3.98%	667	5.37%	3.35%	20.12	57.58%
70% - 80%	140,389,084.70	6.55%	1,036	8.35%	3.24%	21.23	66.30%
80% - 90%	201,187,123.01	9.38%	1,367	11.01%	3.12%	21.59	74.95%
90% - 100%	182,755,355.71	8.52%	1,145	9.23%	3.09%	20.71	83.82%
100% - 110%	224,326,009.72	10.46%	1,318	10.62%	3.05%	21.37	93.08%
110% - 120%	86,297,359.37	4.02%	482	3.88%	3.29%	20.18	100.01%
120% - 130%	16,178,134.75	0.75%	93	0.75%	2.67%	14.62	108.00%
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	87%
Minimum	1%
Maximum	125%



## 10a. Current Loan To Indexed Foreclosure Value (Non-NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
< 10%	1,099,691.58	0.05%	39	0.31%	2.31%	16.76	6.56%
10% - 20%	4,081,165.24	0.19%	88	0.71%	2.37%	18.74	13.87%
20% - 30%	10,953,725.47	0.51%	140	1.13%	2.46%	19.81	22.38%
30% - 40%	18,327,141.63	0.85%	170	1.37%	2.52%	19.36	31.30%
40% - 50%	30,459,281.96	1.42%	210	1.69%	2.72%	20.34	40.14%
50% - 60%	57,685,835.21	2.69%	326	2.63%	2.75%	20.44	48.80%
60% - 70%	75,896,946.88	3.54%	361	2.91%	2.80%	19.77	57.51%
70% - 80%	116,018,733.66	5.41%	495	3.99%	2.88%	20.47	66.14%
80% - 90%	150,872,328.77	7.04%	596	4.80%	2.95%	20.36	74.93%
90% - 100%	192,914,336.65	9.00%	728	5.87%	3.04%	20.88	84.13%
100% - 110%	266,369,489.61	12.42%	971	7.82%	3.03%	22.52	92.99%
110% - 120%	115,836,527.35	5.40%	418	3.37%	3.19%	21.39	99.88%
120% - 130%	16,646,192.16	0.78%	67	0.54%	3.10%	16.53	107.66%
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	85%
Minimum	1%
Maximum	125%

## 10b. Current Loan To Indexed Foreclosure Value (NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non-NHG	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
< 10%	872,236.01	0.04%	44	0.35%	3.87%	16.15	7.30%
10% - 20%	6,879,771.06	0.32%	151	1.22%	3.59%	17.95	16.45%
20% - 30%	18,913,176.71	0.88%	274	2.21%	3.49%	18.08	25.54%
30% - 40%	30,594,274.35	1.43%	351	2.83%	3.59%	17.90	35.84%
40% - 50%	52,969,489.76	2.47%	514	4.14%	3.53%	18.70	45.32%
50% - 60%	77,995,484.36	3.64%	650	5.24%	3.46%	19.39	54.65%
60% - 70%	112,552,522.11	5.25%	841	6.78%	3.43%	19.46	64.42%
70% - 80%	155,253,734.47	7.24%	1,110	8.94%	3.22%	20.74	71.46%
80% - 90%	207,921,801.06	9.70%	1,376	11.09%	3.04%	21.35	78.77%
90% - 100%	172,186,355.83	8.03%	1,051	8.47%	3.04%	21.07	86.14%
100% - 110%	183,805,058.41	8.57%	1,068	8.61%	2.98%	22.07	93.78%
110% - 120%	60,685,477.92	2.83%	334	2.69%	3.23%	21.14	99.63%
120% - 130%	6,296,708.72	0.29%	38	0.31%	2.55%	15.12	107.84%
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	85%
Minimum	1%
Maximum	125%

## 11a. Original Loan To Original Market Value (Non-NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
< 10%	516,666.78	0.02%	10	0.08%	2.13%	15.41	7.13%
10% - 20%	1,902,077.22	0.09%	42	0.34%	2.29%	19.87	14.47%
20% - 30%	4,734,892.54	0.22%	76	0.61%	2.58%	19.90	20.52%
30% - 40%	11,039,049.49	0.51%	117	0.94%	2.26%	20.06	29.30%
40% - 50%	28,963,562.76	1.35%	230	1.85%	2.50%	21.23	38.72%
50% - 60%	34,215,161.60	1.60%	220	1.77%	2.64%	20.65	47.19%
60% - 70%	70,127,096.82	3.27%	360	2.90%	2.71%	20.01	55.41%
70% - 80%	123,661,843.93	5.77%	539	4.34%	2.76%	20.85	64.49%
80% - 90%	188,921,526.22	8.81%	743	5.99%	2.93%	21.05	75.25%
90% - 100%	268,653,920.50	12.53%	973	7.84%	3.00%	22.21	85.93%
100% - 110%	271,150,110.15	12.65%	1,054	8.49%	3.18%	20.89	93.12%
110% - 120%	53,275,488.16	2.48%	245	1.97%	3.27%	17.23	94.32%
120% - 130%							
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	88%
Minimum	4%
Maximum	120%

## 11b. Original Loan To Original Market Value (NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non-NHG	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
< 10%	119,301.20	0.01%	3	0.02%	4.43%	17.35	7.07%
10% - 20%	1,728,451.64	0.08%	41	0.33%	3.47%	19.71	14.44%
20% - 30%	7,919,746.76	0.37%	123	0.99%	3.16%	19.50	22.58%
30% - 40%	17,872,466.34	0.83%	225	1.81%	3.37%	19.12	29.84%
40% - 50%	35,033,636.50	1.63%	379	3.05%	3.42%	19.51	39.50%
50% - 60%	44,962,321.04	2.10%	422	3.40%	3.34%	20.18	46.78%
60% - 70%	82,760,537.40	3.86%	688	5.54%	3.31%	20.94	55.29%
70% - 80%	149,643,909.11	6.98%	1,138	9.17%	3.14%	22.04	64.74%
80% - 90%	225,234,606.68	10.50%	1,527	12.30%	3.14%	22.07	74.09%
90% - 100%	115,331,864.46	5.38%	740	5.96%	3.12%	20.56	81.84%
100% - 110%	273,126,014.28	12.74%	1,667	13.43%	3.10%	20.34	90.74%
110% - 120%	133,193,235.36	6.21%	849	6.84%	3.34%	17.95	93.72%
120% - 130%							
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	88%
Minimum	4%
Maximum	120%

## 12a. Current Loan To Original Market Value (Non-NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
< 10%	1,361,991.73	0.06%	47	0.38%	2.26%	17.56	7.08%
10% - 20%	6,278,687.44	0.29%	114	0.92%	2.51%	18.63	15.98%
20% - 30%	14,349,752.08	0.67%	167	1.35%	2.45%	19.83	25.35%
30% - 40%	27,194,913.18	1.27%	208	1.68%	2.59%	19.94	35.50%
40% - 50%	54,113,619.53	2.52%	334	2.69%	2.66%	20.82	45.69%
50% - 60%	79,635,976.60	3.71%	394	3.17%	2.83%	19.62	55.23%
60% - 70%	128,140,946.80	5.98%	547	4.41%	2.86%	20.62	65.28%
70% - 80%	161,949,769.16	7.55%	641	5.16%	2.95%	20.66	74.97%
80% - 90%	225,973,287.25	10.54%	845	6.81%	3.02%	20.84	85.04%
90% - 100%	290,601,791.46	13.55%	1,048	8.44%	3.08%	22.98	94.70%
100% - 110%	66,207,660.94	3.09%	258	2.08%	3.21%	17.19	104.56%
110% - 120%	1,353,000.00	0.06%	6	0.05%	2.54%	14.89	110.00%
120% - 130%							
130% >=							
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

Weighted Average	77%
Minimum	1%
Maximum	110%

## 12b. Current Loan To Original Market Value (NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non- NHG	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
< 10%	1,105,679.83	0.05%	50	0.40%	3.99%	16.60	7.64%
10% - 20%	7,013,987.96	0.33%	150	1.21%	3.55%	18.19	16.06%
20% - 30%	20,029,461.40	0.93%	300	2.42%	3.41%	18.34	25.22%
30% - 40%	35,681,689.67	1.66%	400	3.22%	3.49%	18.34	35.56%
40% - 50%	63,019,013.23	2.94%	591	4.76%	3.47%	19.30	45.77%
50% - 60%	89,984,298.78	4.20%	724	5.83%	3.38%	20.15	55.08%
60% - 70%	153,927,235.96	7.18%	1,139	9.18%	3.25%	21.10	65.35%
70% - 80%	221,470,660.66	10.33%	1,511	12.17%	3.06%	21.75	75.07%
80% - 90%	195,692,880.47	9.13%	1,213	9.77%	3.13%	20.45	84.86%
90% - 100%	241,174,179.97	11.25%	1,407	11.34%	3.08%	21.47	94.59%
100% - 110%	57,135,102.84	2.66%	313	2.52%	3.20%	17.29	104.39%
110% - 120%	691,900.00	0.03%	4	0.03%	2.15%	15.44	110.00%
120% - 130%							
130% >=							
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

Weighted Average	77%
Minimum	1%
Maximum	110%

### 13a. Current Loan To Indexed Market Value (Non-NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
< 10%	2,680,063.59	0.12%	78	0.63%	2.19%	18.25	9.52%
10% - 20%	13,522,459.85	0.63%	189	1.52%	2.49%	19.73	21.49%
20% - 30%	27,268,523.48	1.27%	231	1.86%	2.54%	19.93	33.81%
30% - 40%	62,815,154.39	2.93%	388	3.13%	2.75%	20.41	46.77%
40% - 50%	114,474,496.10	5.34%	538	4.33%	2.82%	20.43	58.75%
50% - 60%	157,748,313.70	7.36%	651	5.25%	2.94%	20.39	70.95%
60% - 70%	225,599,444.54	10.52%	864	6.96%	3.02%	20.72	81.21%
70% - 80%	277,732,479.82	12.95%	1,004	8.09%	3.03%	22.25	90.99%
80% - 90%	140,443,374.51	6.55%	531	4.28%	3.08%	21.08	95.63%
90% - 100%	34,877,086.19	1.63%	135	1.09%	3.10%	19.43	100.50%
100% - 110%							
110% - 120%							
120% - 130%							
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	63%
Minimum	1%
Maximum	100%

### 13b. Current Loan To Indexed Market Value (NHG)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non- NHG	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
< 10%	2,141,870.45	0.10%	82	0.66%	3.95%	17.78	9.66%
10% - 20%	13,988,177.90	0.65%	256	2.06%	3.54%	17.72	20.36%
20% - 30%	37,879,309.32	1.77%	457	3.68%	3.46%	18.68	32.55%
30% - 40%	71,381,132.47	3.33%	683	5.50%	3.49%	19.19	45.48%
40% - 50%	132,081,604.76	6.16%	1,062	8.56%	3.33%	20.52	57.95%
50% - 60%	231,623,877.66	10.80%	1,640	13.21%	3.15%	21.47	70.65%
60% - 70%	246,374,356.62	11.49%	1,582	12.75%	3.05%	21.53	81.72%
70% - 80%	214,944,721.40	10.02%	1,256	10.12%	3.12%	20.82	91.33%
80% - 90%	103,760,853.81	4.84%	596	4.80%	3.19%	19.30	96.39%
90% - 100%	32,750,186.38	1.53%	188	1.51%	3.17%	18.69	101.09%
100% - 110%							
110% - 120%							
120% - 130%							
130% >=							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	63%
Minimum	1%
Maximum	100%

## 14. Loanpart Coupon (interest rate bucket)

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 0.50%							
0.50% - 1.00%							
1.00% - 1.50%	9,426,235.48	0.44%	166	0.64%	1.38%	19.97	60.27%
1.50% - 2.00%	220,576,006.08	10.29%	3,165	12.21%	1.82%	21.07	65.62%
2.00% - 2.50%	471,651,194.99	22.00%	5,757	22.22%	2.27%	20.94	75.50%
2.50% - 3.00%	557,464,662.31	26.00%	6,037	23.30%	2.72%	21.69	81.75%
3.00% - 3.50%	296,637,822.56	13.84%	2,861	11.04%	3.17%	22.76	83.18%
3.50% - 4.00%	107,436,573.27	5.01%	1,257	4.85%	3.74%	19.94	79.77%
4.00% - 4.50%	167,920,533.20	7.83%	2,274	8.78%	4.24%	18.56	75.66%
4.50% - 5.00%	192,796,102.12	8.99%	2,700	10.42%	4.68%	19.05	70.40%
5.00% - 5.50%	90,612,554.80	4.23%	1,300	5.02%	5.19%	17.77	71.37%
5.50% - 6.00%	26,187,474.56	1.22%	347	1.34%	5.67%	18.06	77.44%
6.00% - 6.50%	2,908,330.97	0.14%	40	0.15%	6.20%	17.33	77.57%
6.50% - 7.00%	469,996.60	0.02%	7	0.03%	6.58%	19.71	75.46%
7.00% >=							
Unknown							
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

Weighted Average	3.08%
Minimum	1.08%
Maximum	6.60%

## 15. Remaining Interest Rate Fixed Period

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 12 Month(s)	241,585,953.34	11.27%	2,968	11.45%	2.91%	19.37	77.29%
12 Month(s) - 24 Month(s)	137,957,314.71	6.43%	1,995	7.70%	4.19%	19.25	68.35%
24 Month(s) - 36 Month(s)	71,276,248.40	3.32%	1,045	4.03%	3.87%	18.54	70.83%
36 Month(s) - 48 Month(s)	70,056,812.95	3.27%	957	3.69%	3.44%	18.31	72.21%
48 Month(s) - 60 Month(s)	96,612,544.50	4.51%	1,228	4.74%	3.11%	19.29	72.69%
60 Month(s) - 72 Month(s)	117,873,769.42	5.50%	1,453	5.61%	2.97%	19.73	77.61%
72 Month(s) - 84 Month(s)	172,050,655.66	8.02%	2,045	7.89%	2.31%	20.88	76.15%
84 Month(s) - 96 Month(s)	157,766,476.18	7.36%	1,871	7.22%	2.51%	20.51	80.07%
96 Month(s) - 108 Month(s)	91,703,541.57	4.28%	1,303	5.03%	2.84%	18.65	76.32%
108 Month(s) - 120 Month(s)	64,130,018.09	2.99%	883	3.41%	2.58%	20.30	76.72%
120 Month(s) - 132 Month(s)	70,461,258.11	3.29%	784	3.03%	3.49%	20.42	78.22%
132 Month(s) - 144 Month(s)	63,326,453.23	2.95%	834	3.22%	3.77%	18.67	72.32%
144 Month(s) - 156 Month(s)	52,648,789.96	2.46%	633	2.44%	3.25%	19.67	76.65%
156 Month(s) - 168 Month(s)	31,314,912.51	1.46%	422	1.63%	3.34%	16.47	75.54%
168 Month(s) - 180 Month(s)	35,544,815.80	1.66%	446	1.72%	3.59%	19.42	71.39%
180 Month(s) - 192 Month(s)	117,154,873.35	5.46%	1,292	4.99%	3.31%	21.83	75.12%
192 Month(s) - 204 Month(s)	183,220,123.96	8.55%	1,886	7.28%	2.73%	24.21	78.33%
204 Month(s) - 216 Month(s)	227,919,978.49	10.63%	2,013	7.77%	2.87%	25.37	84.85%
216 Month(s) - 228 Month(s)	52,165,000.28	2.43%	684	2.64%	3.30%	20.48	77.86%
228 Month(s) - 240 Month(s)	26,704,018.79	1.25%	359	1.39%	2.80%	22.53	77.49%
240 Month(s) - 252 Month(s)	4,160,469.79	0.19%	48	0.19%	4.89%	19.15	88.48%
252 Month(s) - 264 Month(s)	7,693,229.32	0.36%	103	0.40%	5.01%	18.50	71.96%
264 Month(s) - 276 Month(s)	6,298,451.24	0.29%	83	0.32%	4.61%	17.66	72.95%
276 Month(s) - 288 Month(s)	2,994,705.49	0.14%	48	0.19%	4.31%	16.05	72.32%
288 Month(s) - 300 Month(s)	3,734,791.97	0.17%	55	0.21%	4.33%	19.09	79.83%
300 Month(s) - 312 Month(s)	14,873,501.65	0.69%	161	0.62%	3.53%	24.12	76.50%
312 Month(s) - 324 Month(s)	14,372,540.31	0.67%	169	0.65%	3.24%	24.70	78.11%
324 Month(s) - 336 Month(s)	3,098,315.52	0.14%	51	0.20%	3.63%	22.49	76.25%
336 Month(s) - 348 Month(s)	3,314,724.55	0.15%	54	0.21%	4.07%	21.39	77.81%
348 Month(s) - 360 Month(s)	2,073,197.80	0.10%	38	0.15%	3.84%	21.87	80.89%
360 Month(s) >=							
Unknown							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>25,911</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	113.59 Month(s)
Minimum	Month(s)
Maximum	359 Month(s)

## 16. Interest Payment Type

Description	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Floating Interest Rate Mortgage	102,140,850.92	4.76%	1,165	4.50%	2.10%	20.09	71.76%
Fixed Interest Rate Mortgage	2,041,946,636.02	95.24%	24,746	95.50%	3.12%	20.85	76.97%
Unknown							
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

## 17. Property Description

Description	Aggregate Outstanding Amount	% of Total	Nr of Borrowers	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
House	1,855,396,721.95	86.54%	10,292	82.93%	3.11%	20.81	76.63%
Apartment	285,533,877.06	13.32%	2,104	16.95%	2.84%	20.92	77.42%
House/Business (<50%)	3,156,887.93	0.15%	15	0.12%	2.98%	17.50	66.43%
House/Business (>50%)							
Business							
Other							
Unknown							
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

## 18. Geographical Distribution (by province)

Province	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Drenthe	55,194,811.08	2.57%	352	2.84%	3.08%	19.96	78.92%
Flevoland	67,362,680.10	3.14%	411	3.31%	2.96%	20.37	81.95%
Friesland	70,236,396.52	3.28%	468	3.77%	3.03%	20.17	79.34%
Gelderland	230,274,442.18	10.74%	1,331	10.72%	3.08%	21.07	76.12%
Groningen	73,750,016.82	3.44%	489	3.94%	3.01%	19.77	80.15%
Limburg	92,152,681.64	4.30%	593	4.78%	3.23%	20.92	75.30%
Noord-Brabant	328,035,840.03	15.30%	1,845	14.87%	3.05%	21.34	74.73%
Noord-Holland	399,036,215.11	18.61%	2,147	17.30%	3.04%	20.97	75.58%
Overijssel	127,869,129.26	5.96%	795	6.41%	3.15%	20.80	75.79%
Utrecht	176,862,290.41	8.25%	928	7.48%	3.11%	21.15	74.34%
Zeeland	57,877,458.02	2.70%	374	3.01%	3.12%	19.58	78.10%
Zuid-Holland	465,435,525.77	21.71%	2,678	21.58%	3.09%	20.63	78.73%
Unknown/Not specified							
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

## 19. Geographical Distribution (by economic region)

Economic Region	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMY
NL111- Oost- Groningen	20,723,173.66	0.97%	144	1.16%	3.06%	20.17	83.23%
NL112 - Delfzijl en omgeving	3,862,989.92	0.18%	27	0.22%	3.04%	19.79	85.12%
NL113- Overig Groningen	49,024,250.84	2.29%	317	2.55%	2.99%	19.58	78.51%
NL121- Noord- Friesland	34,824,858.29	1.62%	239	1.93%	3.06%	20.31	79.51%
NL122- Zuidwest- Friesland	10,391,137.34	0.48%	70	0.56%	2.82%	20.08	77.49%
NL123- Zuidoost- Friesland	25,020,400.89	1.17%	159	1.28%	3.07%	20.00	79.87%
NL131- Noord- Drenthe	25,374,638.73	1.18%	159	1.28%	3.13%	20.18	77.20%
NL132- Zuidoost- Drenthe	14,937,248.61	0.70%	98	0.79%	3.02%	19.83	79.45%
NL133- Zuidwest- Drenthe	14,764,461.65	0.69%	94	0.76%	3.08%	19.65	81.46%
NL211- Noord- Overijssel	45,329,640.49	2.11%	270	2.48%	3.20%	21.28	75.26%
NL212- Zuidwest- Overijssel	17,796,006.86	0.83%	113	0.91%	3.18%	19.96	72.46%
NL213- Twente	63,170,727.91	2.95%	406	3.27%	3.10%	20.55	76.90%
NL221- Veluwe	66,252,336.95	3.09%	366	2.95%	3.05%	21.18	74.92%
NL224- Zuidwest- Gelderland	30,912,070.11	1.44%	164	1.32%	3.04%	21.89	76.77%
NL225- Achterhoek	40,559,842.53	1.89%	256	2.06%	3.12%	20.62	75.46%
NL226- Arnhem/Nijmegen	90,302,380.96	4.21%	535	4.31%	3.11%	20.78	76.79%
NL230- Flevoland	66,142,422.85	3.08%	402	3.24%	2.98%	20.26	82.08%
NL310- Utrecht	175,193,842.19	8.17%	919	7.40%	3.11%	21.10	74.30%
NL321- Kop van Noord- Holland	57,107,253.22	2.66%	358	2.88%	3.10%	20.87	76.16%
NL322- Alkmaar en omgeving	46,076,155.55	2.15%	278	2.24%	3.19%	20.78	77.05%
NL323- IJmond	40,596,965.38	1.89%	225	1.81%	3.20%	20.68	77.01%
NL324- Agglomeratie Haarlem	35,955,057.67	1.68%	176	1.42%	2.96%	20.48	71.88%
NL325- Zaanstreek	17,149,561.24	0.80%	104	0.84%	3.19%	21.19	78.78%
NL326- Groot- Amsterdam	163,865,212.14	7.64%	833	6.71%	2.94%	20.86	74.84%
NL327- Het Gooi en Vechtstreek	34,105,656.55	1.59%	153	1.23%	3.04%	22.11	75.98%
NL331- Agglomeratie Leiden en Bollenstreek	55,397,149.54	2.58%	278	2.24%	3.08%	21.34	73.55%
NL332- Agglomeratie 's- Gravenhage	103,560,522.10	4.83%	579	4.67%	3.01%	20.25	78.93%
NL333- Delft en Westland	29,712,741.01	1.39%	170	1.37%	3.15%	21.77	73.22%
NL334- Oost- Zuid- Holland	41,149,745.68	1.92%	236	1.90%	2.99%	21.11	77.81%
NL335- Groot- Rijnmond	170,959,419.66	7.97%	1,012	8.15%	3.15%	20.12	81.13%
NL336- Zuidoost- Zuid- Holland	61,641,806.80	2.87%	387	3.12%	3.10%	20.93	79.67%
NL341- Zeeuwsch- Vlaanderen	22,448,808.98	1.05%	159	1.28%	3.12%	18.70	76.52%
NL342- Overig Zeeland	35,428,649.04	1.65%	215	1.73%	3.13%	20.14	79.10%
NL411- West- Noord- Brabant	86,121,081.19	4.02%	491	3.96%	3.09%	21.24	76.81%
NL412- Midden- Noord- Brabant	66,839,809.42	3.12%	377	3.04%	3.12%	21.61	76.72%
NL413- Noordoost- Noord- Brabant	78,023,996.77	3.64%	437	3.52%	2.98%	21.41	72.81%
NL414- Zuidoost- Noord- Brabant	94,000,219.67	4.38%	524	4.22%	3.02%	21.02	72.83%
NL421- Noord- Limburg	32,824,928.54	1.53%	200	1.61%	3.21%	21.07	74.61%
NL422- Midden- Limburg	21,164,880.59	0.99%	138	1.11%	3.14%	20.97	75.54%
NL423- Zuid- Limburg	37,306,103.85	1.74%	251	2.02%	3.31%	20.70	76.04%
Unknown/Not specified	18,069,331.57	0.84%	92	0.74%	2.80%	25.93	80.17%
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>



## 20. Construction Deposits (% of net princ. amount)

From (>) - Until (<=)	Aggregate Outstanding Amount	% of Total	Nr of Borrowers	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
0 %	2,128,825,314.93	99.29%	12,344	99.46%	3.08%	20.78	76.73%
0% - 10%	10,041,376.18	0.47%	41	0.33%	2.73%	25.57	76.25%
10% - 20%	3,420,966.39	0.16%	16	0.13%	2.45%	25.29	75.49%
20% - 30%	903,372.65	0.04%	5	0.04%	2.28%	26.71	76.34%
30% - 40%	896,456.79	0.04%	5	0.04%	2.58%	25.75	84.90%
40% - 50%							
50% - 60%							
60% - 70%							
70% - 80%							
80% - 90%							
100% >							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	0%
Minimum	0%
Maximum	35%

## 21. Occupancy

Description	Aggregate Outstanding Amount	% of Total	Nr of Borrowers	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Owner Occupied	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%
Buy-to-let							
Unknown							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

## 22. Employment Status Borrower

Description	Aggregate Outstanding Amount	% of Total	Nr of Borrowers	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Employed	1,877,127,706.67	87.549%	10,915	87.95%	3.10%	20.70	77.73%
Self Employed	177,275,702.68	8.268%	772	6.22%	2.89%	21.43	74.90%
Other	88,611,972.19	4.133%	717	5.78%	2.85%	22.03	59.10%
Unknown	1,072,105.40	0.05%	7	0.06%	2.62%	21.40	71.78%
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

## 23. Loan To Income

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Borrowers	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Self Certified							
< 0.5	2,126,419.93	0.10%	81	0.65%	3.10%	17.47	19.15%
0.5 - 1.0	13,471,357.78	0.63%	264	2.13%	3.11%	17.93	22.32%
1.0 - 1.5	40,265,271.93	1.88%	497	4.00%	3.22%	18.86	38.43%
1.5 - 2.0	87,187,948.81	4.07%	778	6.27%	3.14%	19.24	50.38%
2.0 - 2.5	166,664,103.70	7.77%	1,183	9.53%	3.13%	20.25	61.93%
2.5 - 3.0	270,374,194.43	12.61%	1,652	13.31%	3.16%	20.90	70.38%
3.0 - 3.5	383,907,742.46	17.91%	2,131	17.17%	3.12%	20.99	77.24%
3.5 - 4.0	478,733,886.27	22.33%	2,535	20.43%	3.07%	21.75	81.49%
4.0 - 4.5	408,903,561.88	19.07%	2,086	16.81%	3.03%	21.88	83.50%
4.5 - 5.0	177,664,839.85	8.29%	746	6.01%	2.99%	19.79	88.27%
5.0 - 5.5	71,088,492.67	3.32%	301	2.43%	2.87%	17.53	91.16%
5.5 - 6.0	26,280,720.35	1.23%	98	0.79%	2.73%	16.74	88.17%
6.0 - 6.5	12,584,211.79	0.59%	43	0.35%	2.82%	16.01	91.81%
6.5 - 7.0	4,412,222.13	0.21%	15	0.12%	2.77%	14.75	89.08%
7.0 >=	422,512.96	0.02%	1	0.01%	3.20%	13.58	82.84%
Unknown							
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

Weighted Average	3,5
Minimum	0,1
Maximum	9,6

## 24. Debt Service to Income

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Borrowers	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 5%	52,740,216.14	2.46%	685	5.52%	2.24%	19.00	37.86%
5% - 10%	326,601,143.28	15.23%	2,320	18.69%	2.48%	18.98	65.95%
10% - 15%	661,591,724.02	30.86%	3,725	30.01%	2.90%	19.91	77.57%
15% - 20%	663,810,434.51	30.96%	3,428	27.62%	3.25%	21.85	80.62%
20% - 25%	381,729,010.69	17.80%	1,971	15.88%	3.56%	22.48	82.19%
25% - 30%	5,1504,826.14	2.40%	253	2.04%	4.04%	20.69	82.72%
30% - 35%	5,590,281.18	0.26%	25	0.20%	4.16%	18.47	82.81%
35% - 40%	519,850.98	0.02%	4	0.03%	4.61%	16.15	71.21%
40% - 45%							
45% - 50%							
50% - 55%							
55% - 60%							
60% - 65%							
65% - 70%							
70% >=							
Unknown							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

Weighted Average	15%
Minimum	0%
Maximum	40%

## 25. Loanpart Payment Frequency

Description	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Monthly	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%
Quarterly							
Semi-annualy							
Annually							
Unknown							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

## 26. Guarantee Type

Description	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG Guarantee	1,086,926,090.77	50.69%	7,802	62.86%	3.19%	20.65	75.33%
Non- NHG Guarantee	1,057,161,396.17	49.31%	4,609	37.14%	2.96%	20.99	78.16%
Unknown							
<b>Total</b>	<b>2,144,087,486.94</b>	<b>100.00%</b>	<b>12,411</b>	<b>100.00%</b>	<b>3.08%</b>	<b>20.82</b>	<b>76.73%</b>

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## 27. Originator

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Originator	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Nationale Nederlanden Bank N.V.	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

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## 28. Servicer

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Servicer	Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Nationale Nederlanden Bank N.V.	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%
Total	2,144,087,486.94	100.00%	12,411	100.00%	3.08%	20.82	76.73%

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## 29. Capital Insurance

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Insurance Policy Provider	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
No policy attached	1,751,891,362.07	81.71%	20,375	78.63%	2.92%	21.76	76.76%
Nationale Nederlanden Levensverzekering Maatschappij N.V.	392,196,124.87	18.29%	5,536	21.37%	3.75%	16.62	76.56%
Total	2,144,087,486.94	100.00%	25,911	100.00%	3.08%	20.82	76.73%

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## 6.2 DESCRIPTION OF MORTGAGE LOANS

The Mortgage Loans (or in case of Mortgage Loans consisting of more than one Loan Part (*leningdelen*), the aggregate of such Loan Parts) are secured by a first-ranking or, as the case may be, a first and sequentially lower ranking, mortgage right, evidenced by notarial mortgage deeds and some of the Mortgage Loans have the benefit of an NHG Guarantee (*Nationale Hypotheek Garantie*). The mortgage rights secure the relevant Mortgage Loans and are vested over property situated in the Netherlands. The Mortgage Loans and the mortgage rights securing the liabilities arising therefrom are governed by Dutch law.

### 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) Bank Savings Mortgage Loans (*bankspaarhypotheken*);
- (b) Savings Mortgage Loans (*spaarhypotheken*);
- (c) Life Mortgage Loans (*levenhypotheken*);
- (d) Switch Mortgage Loans (*switchhypotheken*);
- (e) Linear Mortgage Loans (*lineaire hypotheken*);
- (f) Annuity Mortgage Loans (*annuïteitenhypotheken*);
- (g) Interest-only Mortgage Loans (*aflossingsvrije hypotheken*); and
- (h) Mortgage Loans which combine any of the above mentioned types of mortgage loans.

Mortgage Loan Type	Description
<b>Bank Savings Mortgage Loans:</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Bank Savings Mortgage Loans. Under a Bank Savings Mortgage Loan the Borrower does not pay principal prior to maturity of the Mortgage Loan, but instead makes a deposit into the relevant blocked Bank Savings Account on a monthly basis. The Bank Savings Deposit 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 relevant part of the amount due by the Borrower to the Seller at maturity of the Bank Savings Mortgage Loan. The Seller has the benefit of a pledge on the Bank Savings Deposit as security for repayment of the relevant Bank Savings Mortgage Loan.
<b>Savings Mortgage Loans</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Savings Mortgage Loans, which consist of Mortgage Loans entered into by the Seller and the relevant Borrowers combined with a Savings Insurance Policy with the Insurance Savings Participant. A Savings Insurance Policy is a combined risk and capital insurance policy taken out by the relevant Borrower with the Insurance Savings Participant in connection with the relevant Savings Mortgage Loan. Under the Savings Mortgage Loan, no principal is paid by the Borrower prior to maturity of the Savings Mortgage Loan. Instead, the Borrower/insured pays a Savings Premium on a monthly basis. The Savings Premium is calculated in such a manner that, on an annuity basis, the proceeds of the Savings Insurance Policy due by the Insurance Savings Participant to the relevant Borrower is equal to the principal amount due by the Borrower to the Seller at maturity of the Savings Mortgage Loan. The Seller has the benefit of a pledge on the Savings Insurance Policies as security for repayment of the relevant Savings Mortgage Loan.
<b>Switch Mortgage Loan</b>	A portion of the Mortgage Loans (or parts thereof) will be in the form of Switch Mortgage Loans. Under a Switch Mortgage Loan the Borrower does not pay principal prior to maturity of the Mortgage Loan, but instead takes out a Switch Insurance Policy with the Insurance Savings Participant whereby the premiums paid are invested in Unit-Linked Alternative and/or Savings Alternatives. It is the intention that the Switch Mortgage Loans will be fully or partially repaid by means of the proceeds of these investments. The Borrowers have the possibility to switch

(*omzetten*) their investments in the Unit-Linked Alternative to and from the relevant Savings Alternative. The Seller has the benefit of a pledge on the Switch Insurance Policies as security for repayment of the relevant Switch Mortgage Loan.

**Life Mortgage Loan**

A portion of the Mortgage Loans (or parts thereof) will be in the form of Life Mortgage Loans, which have the benefit of Life Insurance Policies taken out by Borrowers with NN Leven. Under a Life Mortgage Loan, no principal is paid until maturity. It is the intention that the Life Mortgage Loans will be fully or partially repaid by means of the proceeds of the investments under the Life Insurance Policy. The Seller has the benefit of a pledge on the Insurance Policies as security for repayment of the relevant Life Mortgage Loan.

**Linear Mortgage Loans:**

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 redeems a fixed amount on each instalment, such that at maturity the entire loan will be redeemed. The Borrower's payment obligation decreases with each payment as interest owed under such Mortgage Loan declines over time.

**Annuity Mortgage Loans:**

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 such Mortgage Loan will be fully redeemed at the end of its term.

**Interest-only Mortgage Loans:**

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.

## 6.3 ORINATION AND SERVICING

### Origination

#### General

The Mortgage Loans have been granted, by Amstelhuys N.V. which has been merged into NN Bank on 1 December 2019. The Issuer has been informed that after 1 February 2018, Amstelhuys N.V. has not granted any new Mortgage Receivables other than any mortgage receivables relating to existing mortgage receivables and resulting from Further Advances, mortgage loans in respect of *verhuisregelingen* and bridge loans *overbruggingshypotheken*.

#### Introduction

The Mortgage Loans of Amstelhuys N.V. were distributed through the channel of intermediaries including insurance brokers, banks, real estate agents and specialised mortgage brokers.

Until the Servicing Migration, Stater Nederland B.V. provides NN Bank with an origination system and certain other activities (including mortgage payment transactions and ancillary activities). These systems and activities were used among others on a day-to-day basis by Amstelhuys N.V. in relation to its origination process and the administration of mortgage loans originated by the Amstelhuys N.V. (and NN Bank as legal successor of Amstelhuys N.V.) Upon the Servicing Migration, NN Bank shall use its own originating system and all Mortgage Loan Services will be performed by NN Bank. See further paragraph *Servicing* in this section below.

### Origination by Amstelhuys

The origination system provided by Stater Nederland B.V., provides both manual (for overrules) and automated underwriting, incorporating the specific Amstelhuys N.V. rules for the underwriting process. After an initial physical check of transaction documents are performed, the process is to a large extent paperless and is conducted on a computer system developed by Stater Nederland B.V. specifically to allow underwriting rules and controls to be encoded in an automated underwriting system. New mortgage loans are accepted on the basis of a fixed underwriting protocol.

An application is sent to NN Bank by HDN (the Mortgage Data Network, the Hypotheken Data Netwerk) or E-Accello. The application data will be entered automatically or by the NN Bank underwriter 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 a request for a non-binding quotation is received via HDN, Stater Nederland B.V. is able to automatically provide a non-binding interest rate offer to the consumer needed to compare the interest rate on the market. This offer is sent together with a list of required documents (input such as salary, employment and property details) needed to adequately assess the application. NN Bank has authorised several buying associations (*inkoopcombinaties*) to enter non-binding interest rate offers for new mortgage loans in the iSHS system. After the consumer has given all the required information and two underwriters have both verified and approved all application data, Stater Nederland B.V. will send a definitive mortgage offer, together with an information sheet that meets the information requirements of ESIS, to the consumer. At this stage NN Bank is bound by the mortgage credit agreement but the consumer is granted a time period of 15 days during which the consumer will have sufficient time to compare offers, assess the implications and make an informed decision on whether to conclude the mortgage credit agreement or not.

### 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:

- if there are minor deviations from the underwriting policy; approval by a senior underwriter/team manager was required;
- if there are major deviations from the underwriting policy; management approval was required;
- any mortgage loan exceeding euro 500,000; management approval and/or approval by senior credit adviser/investment advisor was required;
- each individual overrule was discussed;
- periodically, all overrules and overrule requests were reviewed by Amstelhuys; and
- any mortgage loan exceeding euro 800,000 had to be approved by a special credit commission.

Since 1 August 2011, no overruling is allowed. In addition, the granting of any mortgage loan exceeding euro 1,000,000 had to be approved by a special credit commission.

The principal items in the underwriting protocol are:

#### *Underwriting criteria / Code of Conduct (Gedragscode Hypothecaire Financieringen)*

The Code of Conduct has been a guideline since January 2007 for all Dutch financial institutions offering mortgage loans for the purchase, construction, refurbishment or refinancing of the borrower's property. Since 2011 the Code of Conduct has become obligatory. The Code of Conduct stipulates how to determine the maximum loan capacity of the borrower, and operates on a 'comply or explain' basis. This means that each mortgage loan provided needs to comply with the Code of Conduct or an appropriate explanation needs to be provided. Since 2013, the underwriting criteria follow from special underwriting legislation (*Tijdelijke regeling hypothecair krediet*). This law strictly regulates maximum LTV and Loan-to-Income (LTI) ratios. Although, the Code of Conduct has been largely overruled by the special underwriting legislation, it is still in force.

#### *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, if applicable, Code of Conduct and special underwriting legislation (*Tijdelijke regeling hypothecair krediet*) are followed.

A vast majority of borrowers receives income from paid employment. For most other borrowers the income is generated from self-employed activity, pensions, social benefits or alimony. A check on the income is conducted by the relevant underwriter by requesting salary statements and a recent employer's declaration. Self-employed persons have to comply with predefined ratings from an internal rating model set forth in the standard underwriting procedures. The internal rating model is based on an assessment of the annual accounts over the past three years and forecast and orders for the current year (including an auditor's report or sign-off and definitive tax assessments).

#### *National Credit Register (BKR)*

A check is completed on every borrower with the BKR. A negative credit registration on the borrower's name will, in principle, lead to a rejection of the mortgage loan request. Deviations from this policy have to be studied and prepared by dedicated specialists within the teams and finally approved by the team manager.

#### *Collateral*

With each application, the potential borrower has to send an original certified appraisal called "valuation report" (*taxatierapport*), which is drawn up by an external valuer. For newly built property no valuation is required if the property is built by professional builders unless the mortgage loan to be granted exceeds the maximum principal amount under a mortgage loan of the purchase and construction costs of the property involved (this was 108 per cent. until 1 August 2011). 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.

In the following cases the most recent appraisal report of the municipality (*WOZ-beschikking*) can be used to determine the market value of a property:

- on an existing property already owned by the borrower prior to the mortgage application, if the loan amount does not exceed 50 per cent. of the market value;
- in case of Further Advances, if the total amount of the Mortgage Loan (including the Further Advance) does not exceed 75 per cent. of the market value;
- in case of switches or other changes to the Mortgage Loan, if the total amount of the Mortgage Loan does not exceed 100 per cent. of the market value.

#### *Market Value*

Since 2018 the maximum amount under a mortgage loan is 100% of the Market Value (the maximum amount was 101% in 2017, 102% in 2016, 103% in 2015, 104% in 2014 and 105% in 2013). Until 1 August 2011 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.



#### *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).

#### *Security*

Each mortgage loan is secured by a first priority right (*eerste in rang*) or a first and sequentially lower priority right of mortgage in the form of a notarial deed, which is duly registered at the land register (*Kadaster*). When a mortgage deed is first presented for registration an entry to this effect is made in the land register. The first entry in the land register establishes priority over any subsequent claims, encumbrances and attachments, in respect of the relevant property. Amstelhuys accepts in principle a second mortgage right if the first entry of a mortgage right is made in its name.

#### **Servicing**

Stater Nederland B.V. currently provides Mortgage Loan Services in respect of the mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. NN Bank will on the Closing Date appoint Stater Nederland B.V. as sub-servicer in accordance with the Servicing Agreement to provide the Mortgage Loan Services. NN Bank has decided to provide the Mortgage Loan Services in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. including the Mortgage Receivables (the "**Servicing Migration**"). Upon the Servicing Migration, the appointment of Stater Nederland B.V. as sub-servicer shall be terminated, which is expected to be completed within three (3) months after the Closing Date. As of such date the Servicer shall perform the Mortgage Loan Services itself.

#### *Mortgage loan administration*

Following the granting of the loan and the creation of the mortgage loan, the regular administration of the mortgage loan in the back-office software programme Close ("**Close**") commences. The portfolio administrative control is divided into collection procedure, administration, administrative control of early & late stage arrears, technical administrative control, interest rate reviews and file creation.

#### *Interest collection*

Interest is collected mainly by direct debit. Each month the collection (*incasso*) system in Close automatically calculates the amount of interest (and redemption) due. The interest on mortgage loans originated by NN Bank is collected in arrear on the first business day of each month. The interest received is recorded in each borrower's ledger account, held by NN Insurance Eurasia at ING Bank N.V. From then on, all payments per borrower are automatically recorded under each operating entity. Failure can be caused by a change in bank account of the borrower (i.e. return of payments) without NN Bank being notified or an insufficient balance on the bank account to satisfy the payment. NN Bank has recollection facilities, i.e. the capability to retry to collect the amounts due with the borrower. In case of an insufficient balance on the bank account there will be a retrial of the automatic collection after the fifth business day. In all other cases the borrower will receive a first reminder on the ninth day following an unsuccessful automatic collection.

#### *Special Servicing*

The Special Servicing department of NN Bank consists of three teams: Short Term recovery, Long Term recovery and Damage Control.

#### **Short Term recovery**

In the event of a failure on automatic debiting from the borrower's bank account the file is immediately transferred to the Short Term Special Servicing department of NN Bank. The special servicing activities on average consist of three phases. In the first phase the goal is to re-instate the normal payment pattern and to retain the borrower within the limited period of one (1) month after the arrears have occurred. First, an automatically generated letter is immediately sent to the borrower announcing a second attempt to collect the payment. If this attempt fails another automatically generated letter is sent to the borrower announcing NN Bank's wish for personal contact. During this contact the aim is to establish if this is an incident or a more structural problem. The borrower receives personal attention by an experienced team. When the arrears are deemed an incident the process allows a repayment scheme of maximum three (3) months.

When the arrears are deemed a structural problem the file is transferred to the Long Term recovery team.

#### **Long Term recovery**

The Long Term recovery team sends an e-mail to the borrower requesting a fully filled out budget form with amongst others, proof of income and debts as these arrears are deemed to be caused by structural problems. The borrower is also checked for other debts with the National Credit Register (**BKR**). The Long Term recovery team performs a debt analysis and – if deemed necessary and possible restructures borrower's contract, with a goal for a long time solution

where the borrower is retained. In order to establish the possibilities, in addition to the budget form, options are investigated to reduce expenses and increase income. If required, borrowers are visited by specialised field agents to clarify a situation and/or discuss the various options available, repayment schemes (if required with additional security rights such a transfer of rights on a legally allowed part of income), restructuring and related matters. Restructuring agreements and repayment schemes are confirmed in writing and files are monitored monthly. If deemed necessary and/or useful to all parties concerned a budget coach or job coach can be engaged.

Meanwhile a valuation is made by an independent estate agent to establish NN Bank's risk. Furthermore, NN Bank is obliged to register an outstanding debt of more than 120 days (i.e. 4 monthly instalments) with the BKR. If a borrower does not comply with agreed or suggested solutions, NN Bank has the option to take legal action such as attachments on income and/or other assets, which may reduce the outstanding arrears, either in full or partially.

In that case, or if it is clear that there is no prospect of the interest to be paid in the (near) future, the borrower's file is handed over to the Damage Control team with specialised employees to initiate the sale of the real estate property. This conclusion is sent to borrowers by e-mail in order to inform them on the next steps/phase.

### **Loss Mitigation**

The aim is to sell the mortgaged property on the open market through the intermediation of an estate agent. A new contact is made with a borrower and if the borrower is motivated to come to a solution, NN Bank can allow the borrower to sell the property itself where NN Bank monitors the asking price and actual value. Furthermore, the borrower is invited to pay its arrears as much as possible in order to "buy time".

If a borrower is not motivated or for example in case of a divorce or departure abroad or at the borrower's request, NN Bank requests a power of attorney (drawn up by solicitors) allowing it to sell the real estate property on the open market. Depending on the property's value, (partial) payments by the borrower and/or interest in the property, the period to sell may vary.

Only if a borrower does not cooperate in the above described manner NN Bank forecloses on the mortgaged property by means of a public auction.

NN Bank has the right to publicly sell (auction) the mortgaged property if the borrower remains in breach of its obligations and no other arrangements are made. As a first ranking mortgagee, NN Bank does not have to obtain court permission prior to foreclosing on the mortgaged property. However, after giving such notification, Dutch law requires that before a lender can foreclose on a borrower's mortgaged property, the borrower must be notified in writing that he is in default and must be given reasonable time to comply with the lender's claims. If the proceeds from the foreclosure (auction) of the mortgaged property do not fully cover the claim of the relevant lender, this deficit will be handled as described below under "*Outstanding amounts/deficit after sale of property*". In case of a borrower's bankruptcy, NN Bank may foreclose on the borrower's property as if there was no bankruptcy. Nevertheless, foreclosure must take place within a reasonable time to be decided upon by the court.

If NN Bank decides to sell the mortgaged property, it is required to notify the parties directly involved, including the borrower as well as the person owning the mortgaged property securing the mortgage loan (in the event that these are not the same parties). The notification must include the amount outstanding and the expenses incurred to date as well as the name of the civil notary responsible for the foreclosure sale. Prior to foreclosure, NN Bank will request a new valuation report (or will index the most recent one when it is less than three months old). Based on calculation, NN Bank may decide that the property should be sold either in a private sale through the courts or by public auction in order to maximise the sale value of the mortgaged property. A "private court" sale can be conducted in preference to a public auction depending on offers made. However, this private sale is undertaken under similar rules as a public auction. In the event of a public auction, when notification of foreclosure is made by NN Bank, formal instructions are given to a civil law notary. The date of the sale will be set by the civil law notary. Such procedure takes three (3) to a maximum of four (4) months on average (depending on the region and the number of other foreclosures being undertaken). During the auction, employees of the Damage Control team are present. Their goal is to ensure that the minimum price determined beforehand is achieved. The distribution of the foreclosure proceeds depends on whether there is only one mortgagee or whether there are more than one. If there is only one, the proceeds will be distributed to that party after deducting the costs of foreclosure. If there is more than one mortgagee, the distribution of proceeds takes place according to the priority of the mortgage rights under the proviso that the proceeds of the sale exceed the first mortgagees claim. Throughout the foreclosure process, NN Bank follows the requirements set forth in Dutch law and its procedures, including but not limited

to forbearances which are being offered to borrowers who face temporary payment difficulties on their mortgage loans as a result of COVID-19.

### **Outstanding amounts/deficit after sale of property**

If a residual debt remains after foreclosure, the borrower(s) concerned remain(s) liable for this residual debt. For all cooperating borrowers contact is made by the Damage Control team with the aim to come to an acceptable repayment scheme through which (part of) the remaining debt is repaid. Maintenance and checks on this scheme is handled by a collecting agency. In the event that a borrower is not willing to comply with a scheme, a collection agency is consulted to determine whether the claim can be collected. If the borrower still does not wish to agree to a payment scheme, other measures can also be taken, including attachment on the borrower's income or other assets.

### **Fraud desk**

All banks in the Netherlands have a mortgage loan fraud detection arrangement through the Dutch Association of Banks (*Nederlandse Vereniging voor Banken*). A national fraud desk (*Counter Hypotheken Fraude*) has been established through which all the banks notify each other of possible fraud cases. Within NN Bank a fraud desk has been established for all mortgage loan originated by NN Bank (as legal successor of Amstelhuys N.V.). All known fraud cases are registered in an internal and external verification system that identifies fraudulent borrowers. Each new mortgage loan application is automatically run through this register. Additionally, new names added to the register are automatically cross checked against the existing mortgage loans.

The fraud desk actively manages mortgage fraud by giving anti-fraud presentations to all parties involved in the origination process. In addition, a fraud site has been created on the intranet within NN Bank. Employees are trained on the different aspects of possible fraud. All suspicious applications are screened and if necessary sent to the special fraud desk.

In case of the detection of fraud in respect of an existing mortgage loan, the policy of NN Bank is to accelerate the mortgage loan concerned and report the borrower to the police.

### **Historical Data in relation to Arrears, Dynamic and Cumulative Losses and Prepayments**

The tables set forth below provide data on arrears, static and dynamic historical default and loss performance for a period of at least five years for substantially similar mortgage receivables to those being securitised by means of the securitisation transaction described in this Prospectus. The information included in the tables below has not been audited by an auditor.

#### *Arrears*

The following table shows the dynamic arrears for mortgage receivables originated by Amstelhuys.

	<b>Arrears of the portfolio originated by Amstelhuys as of the end of the year*</b>				
	<b>&lt;=30 days</b>	<b>30 - &lt;=60 days</b>	<b>60 - &lt;=90 days</b>	<b>&gt;90 days</b>	<b>Total arrears</b>
2019	0.62%	0.12%	0.03%	0.11%	0.88%
2018	0.70%	0.13%	0.07%	0.13%	1.04%
2017	0.61%	0.14%	0.05%	0.17%	0.97%
2016	0.73%	0.15%	0.09%	0.35%	1.33%
2015	0.71%	0.22%	0.13%	0.60%	1.67%
2014	1.15%	0.43%	0.27%	0.85%	2.69%
2013	1.25%	0.44%	0.22%	0.84%	2.75%
2012	2.17%	0.71%	0.32%	0.61%	3.81%
2011	1.66%	0.44%	0.19%	0.41%	2.69%
2010	1.86%	0.55%	0.20%	0.33%	2.94%
2009	1.84%	0.45%	0.13%	0.29%	2.71%
2008	1.73%	0.40%	0.15%	0.23%	2.51%

\* Past performance is not necessarily an indicator of future result or performance. Opinions and estimates (including statements or forecasts) constitute judgement as of the date indicated, are subject to change without notice and involve a number of assumptions which may not prove valid

### Dynamic losses

The following table shows the dynamic losses for mortgage receivables originated by Amstelhuys.

Historical overview of losses* and recovery rate for the portfolio originated by Amstelhuys					
Year incurred	losses	Loss in bps of portfolio			Recovery rate <sup>4</sup>
		Gross loss <sup>1</sup>	Net loss <sup>2</sup>	Loss after late recoveries <sup>3</sup>	
2019		0.8	0.6	0.5	97%
2018		1.5	0.9	0.8	96%
2017		3.9	2.1	1.7	94%
2016		11.4	6.7	5.5	89%
2015		12.3	7.4	6.0	85%
2014		12.8	7.0	5.7	87%
2013		12.4	5.8	4.9	91%
2012		10.1	5.0	4.0	90%
2011		7.2	4.4	3.1	88%
2010		7.5	5.1	4.2	88%
2009		2.8	1.8	1.5	89%
2008		3.1	1.9	1.4	91%
* Past performance is not necessarily an indicator of future result or performance. Opinions and estimates (including statements or forecasts) constitute judgement as of the date indicated, are subject to change without notice and involve a number of assumptions which may not prove valid					
1 Note: Gross loss: Amount due at foreclosure -/- proceeds from foreclosure					
2 Note: Net loss: Gross Loss -/- NHG pay-outs -/- Beneficiary Rights					
3 Note: Late recoveries: receipts collected by the bailiff and receipts from payment agreements					
4 Note: The recovery rate calculation is based on losses including the receipts of late recoveries					

### Cumulative losses

The following table shows the cumulative losses for mortgage receivables originated by Amstelhuys.

Cumulative losses* by the seasoning for the	Cumulative losses in bps of volume of origination												
	Year of origination	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
2008	0.8	1.6	6.6	16.6	20.0	27.9	39.7	52.9	64.8	68.0	69.8	70.0	
2009		0.0	1.3	4.7	9.7	14.9	19.7	24.3	31.0	32.9	33.2	33.5	
2010			0.0	0.7	1.0	3.8	5.3	11.7	14.7	16.2	16.8	17.1	
2011				0.0	0.3	1.7	3.5	4.7	7.2	8.0	9.4	9.9	
2012					0.0	0.0	0.1	0.1	0.3	0.3	0.3	0.3	
2013						0.0	0.0	0.1	0.1	0.5	0.7	0.7	
2014							0.0	0.0	0.1	0.4	0.4	0.4	

2015								0.0	0.0	0.0	0.0	0.0
2016									0.0	0.0	0.0	0.0
2017										0.0	0.0	0.0
2018											0.0	0.0
2019												0

\* Past performance is not necessarily an indicator of future result or performance. Opinions and estimates (including statements or forecasts) constitute judgement as of the date indicated, are subject to change without notice and involve a number of assumptions which may not prove valid

### Annualised prepayments

The following table shows the annualised prepayments for mortgage receivables originated by Amstelhuys.

Annualised prepayments in % in the portfolio originated by Amstelhuys	
Quarter	Annualised Prepayments
Q1 2020	9.83%
Q4 2019	10.18%
Q3 2019	9.51%
Q2 2019	8.99%
Q1 2019	8.80%
Q4 2018	8.70%
Q3 2018	8.56%
Q2 2018	8.70%
Q1 2018	8.67%
Q4 2017	8.70%
Q3 2017	8.79%
Q2 2017	8.53%
Q1 2017	8.47%
Q4 2016	8.22%
Q3 2016	7.95%
Q2 2016	8.03%
Q1 2016	7.60%
Q4 2015	7.30%
Q3 2015	6.83%
Q2 2015	6.25%
Q1 2015	5.95%
Q4 2014	5.58%
Q3 2014	5.09%
Q2 2014	4.53%
Q1 2014	4.27%
Q4 2013	4.17%
Q3 2013	4.07%
Q2 2013	4.09%
Q4 2012	4.05%
Q3 2012	4.19%
Q2 2012	4.48%
Q1 2012	4.79%

Q4 2011	5.19%
Q3 2011	5.30%
Q2 2011	5.24%
Q1 2011	5.05%
Q4 2010	4.57%
Q3 2010	4.32%
Q2 2010	4.26%
Q1 2010	4.19%
Q4 2009	4.21%

## 6.4 DUTCH RESIDENTIAL MORTGAGE MARKET

This section 6.4 (*Dutch Residential Mortgage Market*) is derived from the overview which is available at the website of the Dutch Securitisation Association (<https://www.dutchsecuritisation.nl/sites/default/files/documents/Dutch%20residential%20mortgage%20market%20-%20%20February%202020.pdf>) regarding the Dutch residential mortgage market over the period until February 2020. The Issuer confirms that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the Dutch Securitisation Association, no facts have been omitted which would render the information in this section (*Dutch Residential Mortgage Market*) inaccurate or misleading.

The Dutch residential mortgage debt stock is relatively sizeable, especially when compared to other European countries. Since the 1990s, the mortgage debt stock of Dutch households has grown considerably, mainly on the back of mortgage lending on the basis of two incomes in a household, the introduction of tax-efficient product structures such as mortgage loans with deferred principal repayment vehicles and interest-only mortgage loans, financial deregulation and increased competition among originators. Moreover, Loan-to-Value (LTV) ratios have been relatively high, as the Dutch tax system implicitly discouraged amortisation, due to the tax deductibility of mortgage interest payments. After a brief decline between 2012 and 2015, mortgage debt reached a new peak of EUR 723 billion in Q3 2019<sup>4</sup>. This represents a rise of EUR 10.4 billion compared to Q3 2018.

### *Tax system*

The Dutch tax system plays an important role in the Dutch mortgage market, as it allows for almost full deductibility of mortgage interest payments from taxable income. This tax system has been around for a very long time, but financial innovation has resulted in a greater leverage of this tax benefit. From the 1990s onwards until 2001, this tax deductibility was unconditional. In 2001 and 2004, several conditions have been introduced to limit the usage of tax deductibility, including a restriction of tax deductibility to (mortgage interest payments for) the borrower's primary residence and a limited duration of the deductibility of 30 years.

A further reform of the tax system was enforced on 1 January 2013. Since this date, all new mortgage loans have to be repaid in full in 30 years, at least on an annuity basis, in order to be eligible for tax relief (linear mortgage loans are also eligible). The tax benefits on mortgage loans, of which the underlying property was bought before 1 January 2013, have remained unchanged and are grandfathered, even in case of refinancing and relocation. As such, new mortgage originations still include older loan products, including interest-only. However, any additional loan on top of the borrower's grandfathered product structure, has to meet the mandatory full redemption standards to allow for tax deductibility.

Another reform imposed in 2013 to reduce the tax deductibility is to lower the maximum deduction percentage. This used to be equal to the highest marginal tax bracket (52%), but since 2013 the maximum deduction was reduced by 0.5% per annum (2020: 46%). In the coming years, the new government coalition will reduce the maximum deduction percentage by 3.0% per annum. In 2023, the maximum deduction percentage will be 37%, which will then be equal to the second highest marginal income tax rate.

There are several housing-related taxes which are linked to the fiscal appraisal value ("WOZ") of the house, both imposed on national and local level. Moreover, a transfer tax (stamp duty) of 2% is applied when a house changes hands. Although these taxes partially unwind the benefits of tax deductibility of interest payments, and several restrictions to this tax deductibility have been applied, tax relief on mortgage loans is still substantial.

### *Loan products*

The Dutch residential mortgage market is characterised by a wide range of mortgage loan products. In general, three types of mortgage loans can be distinguished.

Firstly, the "classical" Dutch mortgage product is an annuity loan. Annuity mortgage loans used to be the norm until the beginning of the 1990s, but they have returned as the most popular mortgage product in recent years. Reason for this return of annuity mortgage loans is the tax system. Since 2013, tax deductibility of interest payments on new loans is conditional on full amortisation of the loan within 30 years, for which only (full) annuity and linear mortgage loans qualify.

Secondly, there is a relatively big presence of interest-only mortgage loans in the Dutch market. Full interest-only mortgage loans were popular in the late nineties and in the early years of this century. Mortgage loans including an interest-only loan part were the norm until 2013, and even today, grandfathering of older tax benefits still results in a

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<sup>4</sup> Statistics Netherlands, household data.

considerable amount of interest-only loan origination.

Thirdly, there is still a big stock of mortgage products including deferred principal repayment vehicles. In such products, capital is accumulated over time (in a tax-friendly manner) in a linked account in order to take care of a bullet principal repayment at maturity of the loan. The principal repayment vehicle is either an insurance product or a bank savings account. The latter structure has been allowed from 2008 and was very popular until 2013. Mortgage loan products with insurance-linked principal repayment vehicles used to be the norm prior to 2008 and there is a wide range of products present in this segment of the market. Most structures combine a life-insurance product with capital accumulation and can be relatively complex. In general, however, the capital accumulation either occurs through a savings-like product (with guaranteed returns), or an investment-based product (with non-guaranteed returns).

A typical Dutch mortgage loan consists of multiple loan parts, e.g. a bank savings loan part that is combined with an interest-only loan part. Newer mortgage loans, in particular those for first-time buyers after 2013, are full annuity and often consists of only one loan part. Nonetheless, tax grandfathering of older mortgage loan product structures still results in the origination of mortgage loans including multiple loan parts.

Most interest rates on Dutch mortgage loans are not fixed for the full duration of the loan, but they are typically fixed for a period between 5 and 15 years. Rate term fixings differ by vintage, however. More recently, there has been a bias to longer term fixings (10-20 years). Most borrowers remain subject to interest rate risk, but compared to countries in which floating rates are the norm, Dutch mortgage borrowers are relatively well-insulated against interest rate fluctuations.

#### *Underwriting criteria*

Most of the Dutch underwriting standards follow from special underwriting legislation ("*Tijdelijke regeling hypothecair krediet*"). This law has been present since 2013 and strictly regulates maximum LTV and Loan-to-Income (LTI) ratios. The current maximum LTV is 100% (including all costs such as stamp duties). The new government coalition has indicated not to lower the maximum LTV further.. LTI limits are set according to a fixed table including references to gross income of the borrower and mortgage interest rates. This table is updated annually by the consumer budget advisory organisation "NIBUD" and ensures that income after (gross) mortgage servicing costs is still sufficient to cover normal costs of living.

Prior to the underwriting legislation, the underwriting criteria followed from the Code of Conduct for Mortgage Lending, which is the industry standard. This code, which limits the risk of over crediting, has been tightened several times in the past decade. The 2007 version of the code included a major overhaul and resulted in tighter lending standards, but deviation in this version was still possible under the "explain" clause<sup>5</sup>. In 2011, another revised and stricter version of the Code of Conduct was introduced. Moreover, adherence to the "comply" option was increasingly mandated by the Financial Markets Authority (AFM). Although the Code of Conduct is currently largely overruled by the underwriting legislation, it is still in force. The major restriction it currently regulates, in addition to the criteria in the underwriting legislation, is the cap of interest-only loan parts to 50% of the market value of the residence. This cap was introduced in 2011 and is in principle applicable to all new mortgage contracts. A mortgage lender may however diverge from the cap limitation if certain conditions have been met.

#### **Recent developments in the Dutch housing market**

The Dutch housing market has shown clear signs of recovery since the second half of 2013. Important factors are among others the economic recovery, high consumer confidence and low mortgage rates.

Existing house prices (PBK-index) in Q4 2019 rose by 1.4% compared to Q3 2019. Compared to Q4 2018 this increase was 6.5%. A new peak was reached this quarter. The average house average price level was 11.5% above the previous peak of 2008. One reason for the further rise in prices is the fall in mortgage interest rates in 2019. In addition, the number of homes for sale has been falling for several years, bringing with it less choice for potential buyers. This was reflected in the fall in sales during the first half of 2019. We saw a rebound in the second half of 2019. In Q4 2019, the number of existing home sales even increased by 5.6 percent year-on-year, with a total of almost 60,000 transactions. A total of 218,595 existing owner-occupied homes were sold last year, virtually the same number as in 2018.

#### **Forced sales**

Compared to other jurisdictions, performance statistics of Dutch mortgage loans show relatively low arrears and loss

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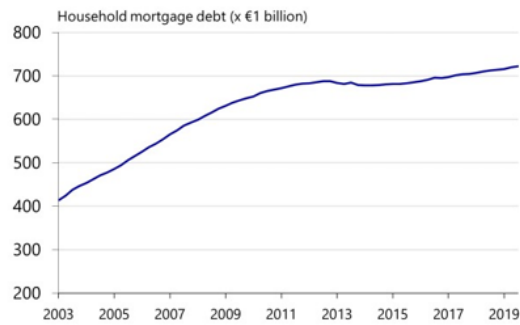
<sup>5</sup> Under the "explain" clause it is in exceptional cases possible to deviate from the loan-to-income and loan-to-value rules set forth in the Code of Conduct.



rates<sup>6</sup>. The most important reason for default is relationship termination, although the increase in unemployment following the economic downturn in recent years is increasingly also a reason for payment problems. The ultimate attempt to loss recovery to a defaulted mortgage borrower is the forced sale of the underlying property.

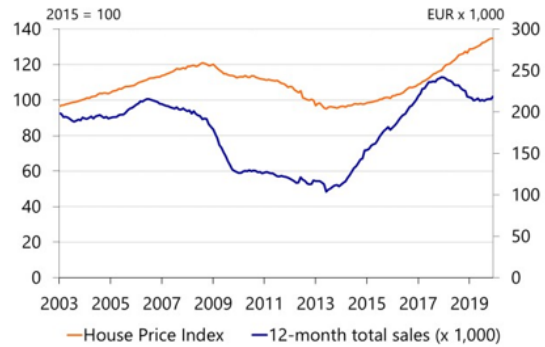
For a long time, mortgage servicers opted to perform this forced sale by an auction process. The advantage of this auction process is the high speed of execution, but the drawback is a discount on the selling price. The Land Registry recorded 165 forced sales by auction in Q4 2019 (0.21% of total number of sales).

Chart 1: Total mortgage debt



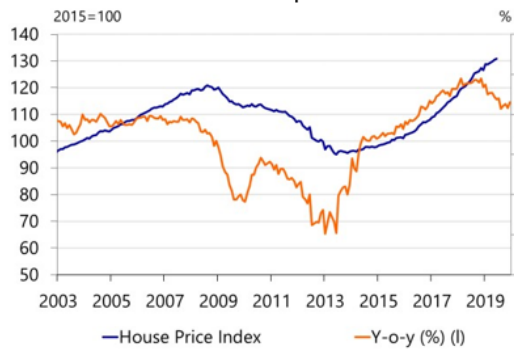
Source: Statistics Netherlands, Rabobank

Chart 2: Sales and prices



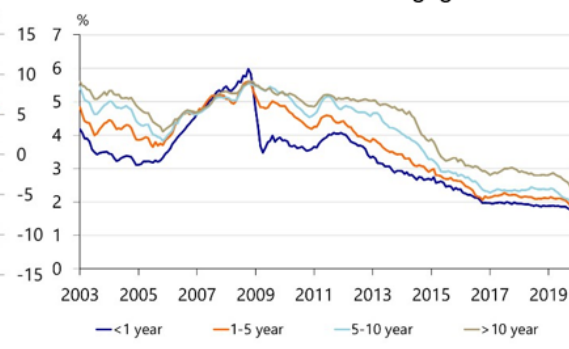
Source: Statistics Netherlands, Rabobank

Chart 3: Price index development



Source: Statistics Netherlands, Rabobank

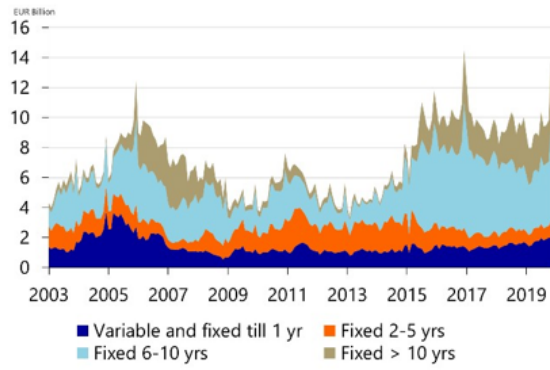
Chart 4: Interest rate on new mortgage loans



Source: Dutch Central Bank

<sup>6</sup> Comparison of S&P RMBS index delinquency data.

Chart 5: New mortgage loans by interest type



Source: Dutch Central Bank

Chart 6: Confidence



Source: Delft University OTB, Rabobank

## 6.5 NHG GUARANTEE PROGRAMME

### NHG Guarantee

In 1960, the Dutch government introduced the 'municipal government participation scheme', 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 home ownership among the lower income groups.

Since 1 January 1995 Stichting WEW (a central privatised entity) is responsible for the administration and granting of the NHG Guarantee (*Nationale Hypotheek Garantie*), under a set of uniform rules. The NHG Guarantee covers the outstanding principal, accrued unpaid interest and disposal costs. Irrespective of scheduled repayments or prepayments made on the mortgage loans, the NHG Guarantee is reduced on a monthly basis by an amount which is equal to principal repayment part of the monthly instalment as if the mortgage loan were to be repaid on (a maximum of) a thirty year annuity basis. In respect of each mortgage loan, the NHG Guarantee decreases further to take account of scheduled repayments and prepayments under such mortgage loan. Also, amounts paid as savings or investment premium under savings insurance policies or life insurance policies, respectively, are deducted from the amount outstanding on such mortgage loans for purposes of the calculation of the amount guaranteed under the NHG Guarantee (see section 1 (*Risk Factors*)).

### Financing of Stichting WEW

Stichting WEW finances itself, inter alia, by a one-off charge to the borrower of 0.70 per cent. of the principal amount of the mortgage loan at origination. Besides this, the scheme provides for liquidity support to Stichting WEW from the Dutch State and the participating municipalities. Should Stichting WEW not be able to meet its obligations under guarantees issued, (i) in respect of all loans granted before 1 January 2011, the Dutch State will provide subordinated interest free loans to Stichting WEW of up to 50 per cent. of the difference between Stichting WEW's own funds and a pre-determined average loss level and municipalities participating in the NHG Guarantee scheme will provide subordinated interest free loans to Stichting WEW of the other 50 per cent. of the difference and (ii) in respect of all loans granted on or after 1 January 2011, the Dutch State will provide subordinated interest free loans to Stichting WEW of up to 100 per cent. of the difference between Stichting WEW's own funds and a pre-determined average loss level. Both the keep well agreement between the Dutch State and Stichting WEW and the keep well agreements between the municipalities and Stichting WEW contain general 'keep well' undertakings of the Dutch State and the municipalities to enable Stichting WEW at all times (including in the event of bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*) or liquidation (*ontbinding*) of Stichting WEW) to meet its obligations under guarantees issued.

### Terms and conditions of the NHG Guarantee

Under the NHG scheme, the lender is responsible for ensuring that the guarantee application and the binding offer (*bindend aanbod*) meet the NHG conditions. If the application qualifies, various reports are produced that are used in the processing of the application, including the form that will eventually be signed by the relevant lender and forwarded to the NHG to register the mortgage and establish the guarantee. 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 NHG conditions, which were applicable at the date of origination of the mortgage loan, 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., are set forth in published documents by Stichting WEW.

The NHG Guarantee has specific rules for the level of credit risk that will be accepted. The credit worthiness of the applicant must be verified with the BKR, a central credit agency used by all financial institutions in the Netherlands. All financial commitments over the past five (5) years that prospective borrowers have entered into with financial institutions are recorded in this register. In addition, as of 1 January 2008 the applicant itself must be verified with the Foundation for Fraud Prevention of Mortgages (*Stichting Fraudepreventie Hypotheken "SFH"*). If the applicant has been recorded in the SFH system, no NHG Guarantee will be granted.

To qualify for an NHG Guarantee various conditions relating to valuation of the property must be met. For instance, the mortgage loan must be secured by a first ranking mortgage right (or a second ranking mortgage right in case of a further advance). Furthermore, the borrower is required to take out insurance in respect of the mortgaged property against risk of fire, flood 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 life 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.

The mortgage conditions applicable to each mortgage loan should include certain provisions, among which the provision that any proceeds of foreclosure on the mortgage right and the right of pledge on the life insurance policy or the investment funds shall be applied firstly towards repayment of the mortgage loan guaranteed under the NHG scheme.

### **Claiming under the NHG Guarantees**

When a borrower is in arrears with payments under the mortgage loan for a period of three (3) months, a lender informs Stichting WEW. When the borrower is in arrears Stichting WEW may approach the lender and/or the borrower to attempt to solve the problem and make the borrower aware of the consequences. If an agreement cannot be reached, 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. Permission of Stichting WEW is required in case of a private sale unless sold for an amount higher than 95 per cent. of the market value. A forced sale of the mortgaged property is only allowed in case the borrower is in arrears with payments under the mortgage loan and Stichting WEW has given its consent that the forced sale may take place.

Within one month of the receipt of the proceeds of the private or forced sale of the mortgaged property, the lender must make a formal request to Stichting WEW for payment, using standard forms, which request must include all of the necessary documents relating to the original mortgage loan and the NHG Guarantee. After receipt of the claim and all the supporting details, Stichting WEW must make payment within two (2) months. If the payment is late, provided the request is valid, Stichting WEW must pay interest for the late payment period.

In the event that a borrower fails to meet its obligation to repay the mortgage loan and no or no full payment is made to the lender under the NHG Guarantee by Stichting WEW because of the lender's culpable negligence (*verwijtbaar handelen of nalaten*), the lender must act *vis-à-vis* the borrower as if 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. This is only different if 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.

For mortgage loans originated after 1 January 2014, the mortgage lender will participate for 10 per cent. in any loss claims made under the NHG Guarantee. The lender is not entitled to recover this amount from the borrower.

### **Additional loans**

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 have the right to request 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 monies drawn down under the additional loan have to be placed on deposit with the relevant lender and may, up to a maximum period of two years, 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 the partner of the borrower.

### **NHG underwriting criteria (Normen) as of 1 January 2020 (Normen 2020-1)**

With respect to a borrower, the underwriting criteria include, but are not limited to, the following:

- The lender has to perform a BKR check. Only under certain circumstances are registrations allowed.
- 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, a three (3) year history of income statements for workers with flexible working arrangements or during a probational period (*proeftijd*), or three (3) year (annual) statements for self-employed persons.
- The maximum loan based on the income of the borrowers is based on the '*financieringslast acceptatiecriteria*' tables and an annuity style redemption (even if the actual loan is (partially) interest only). The mortgage lender

shall calculate the borrowing capacity of a borrower of a mortgage loan with a fixed interest term of less than ten (10) years on the basis of a percentage determined and published by the AFM, or, in case of a mortgage loan with a fixed interest term of ten (10) years or longer or if the mortgage loan is redeemed within the fixed interest term of less than ten (10) years, on the basis of the binding offer.

With respect to the mortgage loan, the underwriting criteria include but are not limited to:

- As of 1 January 2013, for new borrowers the redemption types are limited to Annuity Mortgage Loans and Linear Mortgage Loans with a maximal term of thirty (30) years.
- As of 1 January 2020, the maximum amount of the mortgage loan is dependent on the average house price level in the Netherlands (based on the information available from the Land Registry (*Kadaster*)) multiplied with the statutory loan to value, which is 100 per cent. if there are no energy saving improvements and 106 per cent. if there are energy saving improvements. As a consequence, there are two maximum loan amounts:
  - o EUR 310,000 for loans without energy saving improvements; and
  - o EUR 328,600 for loans with energy saving improvements

The loan amount is also limited by the amount of income and the market value of the property. With respect to the latter:

- For the purchase of existing properties, the 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 and (iii) an amount up to 6 per cent. of the amount under (i) plus (ii). In case an existing property can be bought without paying transfer taxes (*vrij op naam*), the purchase amount under (i) is multiplied by 97 per cent.
- For the purchase of new-build properties, the maximum loan amount is broadly based on the purchase price or amount contracted for, increased with a number of costs such as the cost of construction interest or loss of interest during the construction period (to the extent not already included in the purchase or construction cost

#### **NHG underwriting criteria (*Normen*) as of 1 June 2020 (*Normen 2020-2*)**

On 31 March 2020, the new NHG underwriting criteria were published, which will enter into force as of 1 June 2020. In these new NHG underwriting criteria changes have been made in order for the NHG Guarantee to meet the requirements for a guarantee to qualify as eligible credit protection for banks under the CRR. In particular the ability to receive an advance payment of the expected loss is introduced.

Under the new underwriting criteria, as stated above, Stichting WEW offers lenders the NHG Advance Right, being the opportunity to receive an advance payment of expected loss, subject to certain conditions being met.

Although the *Normen 2020-2* will enter into force as of 1 June 2020, the ability to receive advance payment of the expected loss is available as of 31 March 2020. Lenders can make use of this option immediately after publication, both for existing and new loans with an NHG Guarantee.

The NHG Advance Right is a separate right and it is not part of the surety by the NHG Guarantee. Unlike the surety, this NHG Advance Right therefore does not follow by operation of law the receivables it secures. If a mortgage receivable is to be transferred to a third party (including in the context of special purpose vehicle transactions), the NHG Advance Right can be transferred simultaneously or at a later moment in time, if the transferee wishes to exercise the NHG Advance Right. This transfer is necessary if the transferee of the mortgage receivable wishes to make use of this NHG Advance Right. However, if the transferee does not wish to exercise the NHG Advance Right, a transfer is not necessary. After a transfer of the mortgage receivable, the transferor can no longer exercise the NHG Advance Right, regardless of whether the NHG Advance Right is transferred to the transferee. This prevents the NHG Advance Right payment being made to a party other than the transferee of the mortgage receivable. However, the transferee can give a power of attorney to the transferor to exercise on its behalf the NHG Advance Right. The Seller shall assign any NHG Advance Rights when an NHG Mortgage Receivable is sold and assigned to the Issuer.

In case the payment exceeded the amount payable by Stichting WEW under the surety as actual loss eligible for compensation, the person that exercises the NHG Advance Rights has a repayment obligation. This would for example be the case if the proceeds of the enforcement are higher than estimated, but also if the borrower resumes payment in respect of the Mortgage Receivable. As a consequence, if the Issuer would exercise its NHG Advance Right, it may be liable to repay when the payment under the NHG Advance Right exceeded the amount payable by Stichting WEW under the surety. Therefore, the Issuer has undertaken in the Trust Agreement not to exercise the NHG Advance Right, unless the Security Trustee has instructed the Issuer otherwise. In case the Security Trustee would at any time instruct the

Issuer to exercise any NHG Advance Right, the appropriate measures will be taken to ensure that the Issuer is able to meet such repayment obligation.

## 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 or, as the case may be, accept the assignment in advance (*bij voorbaat*) of the Mortgage Receivables, the Beneficiary Rights and the NHG Advance Rights from the Seller by means of a registered Deed of Assignment and Pledge as a result of which legal title to the Mortgage Receivables and, to the extent legally possible, the NHG Advance Rights and upon notification thereof to NN Leven, the Beneficiary Rights are transferred to the Issuer. In addition, pursuant to the Mortgage Receivables Purchase Agreement, on each Notes Payment Date during the Further Advance Purchase Period, the Seller may, subject to the Purchase Conditions being met, assign Further Advance Receivables together with the assignment or, as the case may be, the assignment in advance (*bij voorbaat*) of any NHG Advance Rights and Beneficiary Rights to the extent not previously assigned. This monthly (sale and) assignment will be effectuated by the Seller, the Issuer and the Security Trustee signing a Deed of Assignment and Pledge and by registering such deed (see section 7.4 (*Portfolio Conditions*)). The assignment of the Mortgage Receivables, the NHG Advance Rights and the Beneficiary Rights from the Seller to the Issuer will not be notified to the Borrowers, Stichting WEW and NN Leven, except upon the occurrence of any Assignment Notification Event. Until such notification the Borrowers, Stichting WEW and NN Leven will only be entitled to validly pay (*bevrijdend betalen*) to the Seller. In the Mortgage Receivables Purchase Agreement, the Seller will undertake that it shall, on each Mortgage Collection Payment Date transfer or procure that the Servicer and/or the Collection Foundation (in accordance with and subject to the terms of the Receivables Proceeds Distribution Agreement) transfer all amounts received with respect to the Mortgage Receivables in the immediately preceding Mortgage Calculation Period to the Issuer Collection Account.

#### Purchase Price

The purchase price for the Mortgage Receivables shall consist of (i) the Initial Purchase Price for the Mortgage Receivables purchased on the Closing Date, which shall be payable on the Closing Date and, in case of the purchase of any Further Advance Receivables, the Further Advance Initial Purchase Price on the relevant Notes Payment Date and (ii) the Deferred Purchase Price. The Initial Purchase Price in respect of the Mortgage Receivables purchased on the Closing Date will be EUR 2,212,562,378.09, which is equal to the aggregate Outstanding Principal Amount of the Mortgage Receivables at the Initial Cut-Off Date. An amount equal to EUR 1,177,108.12, being the aggregate Construction Deposits on the Initial Cut-Off Date, will be withheld by the Issuer and will be deposited on the Construction Deposit Account. Upon receipt by the Seller of the Initial Purchase Price, the Issuer will be automatically fully and finally discharged from its obligation to pay the Initial Purchase Price for the Mortgage Receivables purchased on the Closing Date. The Deferred Purchase Price shall be equal to the sum of all Deferred Purchase Price Instalments.

#### Repurchase

In the Mortgage Receivables Purchase Agreement, the Seller has undertaken to repurchase and accept re-assignment of a Mortgage Receivable and together with the acceptance of assignment of the relevant NHG Advance Rights and Beneficiary Rights on the immediately succeeding Notes Payment Date if:

- (i) any of the representations and warranties given by the 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, provided that such matter is not capable of being remedied or is not remedied within 14 days; or
- (ii) the Seller agrees with a Borrower to a Non-Permitted Mortgage Loan Amendment; or
- (iii) as a result of an action taken or omitted to be taken by the Seller or the Servicer (a) an NHG Mortgage Loan (or certain Loan Parts) no longer has the benefit of an NHG Guarantee or (b) in respect of foreclosure of an 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; or
- (iv) the Seller agrees with a Borrower to switch any Bank Savings Mortgage Loan, Savings Mortgage Loan or Switch Mortgage Loan with a Savings Alternative into (a part of) any other type of Mortgage Loan or the Insurance Savings Participant complies with a request from the Borrower under the terms of a Switch Mortgage Loan to switch from a Savings Alternative to the Unit-Linked Alternative; or

- (v) the Seller agrees with a Borrower to grant a Further Advance after the First Optional Redemption Date or, prior thereto if the relevant Further Advance Receivable is not purchased by the Issuer ultimately on such Notes Payment Date; or
- (vi) the Seller agrees with a Borrower to grant a mortgage loan in respect of a *verhuisregeling*.

Furthermore, the Seller has the option to be exercised at its sole discretion to repurchase and accept the re-assignment from the Issuer:

- (i) if the aggregate Potential Set-Off Amount related to the Mortgage Receivables is higher than 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, of only (but not more than) such number of Mortgage Receivables having the highest Potential Set-Off Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Potential Set-Off Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations; and
- (ii) if the aggregate Other Claim Amount related to the Mortgage Receivables is higher than 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations, of only (but not more than) such number of Mortgage Receivables having the highest Other Claim Amount connected to it as selected by the Seller, as a result of which, following such repurchase, the aggregate Other Claim Amount related to the Mortgage Receivables will be lower than or equal to 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations.

The purchase price for the Mortgage Receivable in each repurchase will be equal to the Outstanding Principal Amount of the Mortgage Receivable, together with due and overdue interest accrued up to but excluding the first day of the pending Mortgage Calculation Period and reasonable costs, if any (including any costs incurred by the Issuer in effecting and completing such sale and assignment), except that in the event of a repurchase after reimbursement under the NHG Guarantee as set forth in item (iii)(b) above, the purchase price shall be equal to the amount that was not reimbursed under the relevant NHG Guarantee.

#### **Clean-Up Call Option**

If on any Notes Payment Date, the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations is not more than 10 per cent. of the aggregate Principal Amount Outstanding less the aggregate Participations of the Notes on the Initial Cut-Off Date, the Seller has the option (but not the obligation) to repurchase the Mortgage Receivables.

Pursuant to the Mortgage Receivables Purchase Agreement, if the Clean-Up Call Option is exercised by the Seller, the Issuer has the obligation to sell and assign all (but not some only) of the Mortgage Receivables to the Seller or any third party appointed by the Seller at its sole discretion on or prior to the relevant Notes Payment Date for a purchase price, as set out below under *Sale of Mortgage Receivables*. The Issuer shall apply the proceeds of such sale to fully redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding, subject to and in accordance with 6(b) and, in respect of the Class B Notes, Condition 9(a).

The Seller shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Issuer and the Security Trustee.

#### **Regulatory Call Option**

On each Notes Payment Date, the Seller has the option to exercise the Regulatory Call Option upon the occurrence of a Regulatory Change. If the Seller decides to exercise the Regulatory Call Option, the Seller shall repurchase all (but not some only) Mortgage Receivables for a purchase price, as set out below under *Sale of Mortgage Receivables*. The proceeds of such sale shall be applied by the Issuer towards redemption of the Notes in accordance with Condition 6(b) and subject to, in respect of the Class B Notes, Condition 9(a) and the Issuer has the obligation to sell and assign all (but not some only) of the Mortgage Receivables to the Seller or any third party appointed by the Seller at its sole discretion on or prior to the relevant Notes Payment Date.

The Seller shall notify the exercise of such option by giving notice ultimately on the immediately preceding Notes Payment Date to the Issuer and the Security Trustee.



### **Sale of Mortgage Receivables**

Under the terms of the Trust Agreement, the Issuer may on each Optional Redemption Date offer for sale all (but not some) Mortgage Receivables, provided that the Issuer shall apply the proceeds of such sale to fully redeem the Notes at their respective Principal Amount Outstanding, subject to and in accordance with Condition 6(c) and, in respect of the Class B Notes, Condition 9(a).

Pursuant to the Trust Agreement, the Issuer has the right to sell all (but not some only) of the Mortgage Receivables if the Tax Call Option (in accordance with Condition 6(e)) is exercised, provided that the Issuer shall apply the proceeds of such sale to fully redeem the Notes, at their respective Principal Amount Outstanding.

#### *Right of first refusal*

If the Issuer decides to offer for sale the Mortgage Receivables on an Optional Redemption Date or following the exercise of the Tax Call Option, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement to first offer such Mortgage Receivables to the Seller and if the Seller does not accept such offer within 14 calendar 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.

#### *Purchase price*

The purchase price of each Mortgage Receivable in the event of a sale by the Issuer shall be at least equal to (I) the relevant Outstanding Principal Amount at such time, increased with interest due but not paid up to the first day of the pending Mortgage Calculation Period and, if the Mortgage Receivables are repurchased by the Seller, any costs incurred by the Issuer in effecting and completing such sale and assignment, if any, except that with respect to Mortgage Receivables in respect of which an instruction has been given to the civil-law notary to start foreclosure proceedings with the Mortgage Assets, the purchase price shall be at least the lesser of:

(i) the sum of:

- (a) an amount equal to (i) the Foreclosure Value of the Mortgaged Asset or (ii), if no valuation report less than twelve (12) months old is available, the Indexed Foreclosure Value and reasonable costs (including any costs incurred by the Issuer in effecting and completing such purchase and assignment); and
- (b) the value of all other collateral; and
- (c) with respect to NHG Mortgage Receivables, the amount claimable under the NHG Guarantee; and

(ii) the sum of the Outstanding Principal Amount of the Mortgage Receivable, together with accrued interest due up to the first day of the pending Mortgage Calculation Period but unpaid, if any, and any other amounts due under the Mortgage Receivable up to the relevant date of such sale or repurchase.

### **Assignment Notification Events**

The Mortgage Receivables Purchase Agreement provides that if:

- (a) a default is made by the Seller in the payment on the due date of any amount due and payable by the Seller under the Mortgage Receivables Purchase Agreement or under any other Transaction Document to which it is a party and such default, if capable of being remedied, such failure is not remedied within 10 Business Days after notice thereof has been given by the Issuer or the Security Trustee to the Seller; or
- (b) the Seller fails duly to perform or comply with any of its obligations under the Mortgage Receivables Purchase Agreement or under any other Transaction Document (as defined in Condition 3) to which it is a party and such failure, if capable of being remedied, is not remedied within 20 Business Days after notice thereof has been given by the Issuer or the Security Trustee to the Seller; or
- (c) any representation, warranty or statement made or deemed to be made by the Seller in the Mortgage Receivables Purchase Agreement, other than those relating to the Mortgage Loans and the Mortgage Receivables, or under any of the other Transaction Documents to which the Seller is a party or if 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) the Seller has taken any corporate action or any steps have been taken or legal proceedings have been instituted

against it for its bankruptcy (*faillissement*) or for any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets; or

- (e) the Seller has taken any corporate action or other steps have been taken or legal proceedings have been instituted against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or legal demerger (*juridische splitsing*) or its assets are placed under administration (*onder bewind gesteld*); or
- (f) at any time it becomes unlawful for the Seller to perform all or a material part of its obligations under the Mortgage Receivables Purchase Agreement or under any other Transaction Document to which it is a party; or
- (g) the Seller has given materially incorrect information or has not given material information which was essential for the Issuer and the Security Trustee in connection with the entering into of the Mortgage Receivables Purchase Agreement and/or any of the other Transaction Documents; or
- (h) a Pledge Notification Event has occurred; or
- (i) after the transfer of the Collection Accounts to the Collection Foundation pursuant to the Receivables Proceeds Distribution Agreement, the Collection Foundation has been declared bankrupt (*failliet verklaard*) or been subjected to suspension of payments (*surseance van betaling*) or analogous insolvency proceedings under any applicable law,

each of these events, (an **Assignment Notification Event**) then the Seller shall, unless the Security Trustee delivers an Assignment Notification Stop Instruction, forthwith:

- (i) notify or ensure that the relevant Borrowers of the Mortgage Receivables and any other relevant parties indicated by the Issuer and/or the Security Trustee are notified of the assignment of the Mortgage Receivables to the Issuer or, at its option, the Issuer shall be entitled to make such notifications itself;
- (ii) notify NN Leven of the assignment of the Beneficiary Rights relating to the Mortgage Receivables and use its best efforts to obtain the co-operation from NN Leven and all other parties (a) (i) to terminate the Seller's rights as first beneficiary under the relevant Insurance Policies, (ii) to appoint as first beneficiary under the relevant Insurance Policies (to the extent such appointment is not already effective) (x) the Issuer subject to the dissolving condition of the occurrence of a relevant Pledge Notification Event and (y) the Security Trustee under the condition precedent of the occurrence of a relevant Pledge Notification Event and (b) 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 of such beneficiary to NN Leven to make any payments under the relevant Insurance Policy to the Seller, to convert the Borrower Insurance Proceeds Instruction given to NN Leven to pay the insurance proceeds under the relevant Insurance Policy in favour of the Seller towards repayment of the relevant Mortgage Receivables into such Borrower Insurance Proceeds Instruction in favour of (x) the Issuer under the dissolving condition of the occurrence of a relevant Pledge Notification Event and (y) the Security Trustee under the condition precedent of the occurrence of a relevant Pledge Notification Event;
- (iii) notify Stichting WEW of the assignment of the NHG Advance Rights;
- (iv) if so requested by the Security Trustee and/or the Issuer, make the appropriate entries in the relevant public registers (*Dienst van het Kadaster en de Openbare Registers*) relating to the assignment of the Mortgage Receivables, also on behalf of the Issuer, or, at its option, the Issuer or the Security Trustee shall be entitled to make such entries itself, for which entries the Seller shall grant an irrevocable power of attorney to the Issuer and the Security Trustee; and
- (v) instruct the civil law notary to release the Escrow List of Loans to the Issuer and/or the Security Trustee,

(such actions together the **Assignment Actions**).

**Assignment Notification Stop Instruction** means that upon the occurrence of an Assignment Notification Event, the Security Trustee shall, after having notified the Credit Rating Agencies, be entitled to deliver a written notice to the Seller (copied to the Issuer) instructing the Seller not to undertake the Assignment Actions or to take any actions other than the Assignment Actions.

**Set-off by Borrowers**

The Mortgage Receivables Purchase Agreement provides that if a Borrower sets off amounts due to it by the Seller against the relevant Mortgage Receivable and, as a consequence thereof, the Issuer does not receive the amount which it is entitled to receive in respect of such Mortgage Receivable, the 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 are mitigants to limit the risk of the Seller not complying with its obligation to 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, see section 5.1 (*Available Funds*) under 'Financial Collateral Agreement'.

**Jointly-held Security Interests**

In the Mortgage Receivables Purchase Agreement the Seller, the Issuer and/or the Security Trustee (as applicable) will agree that the Issuer and/or the Security Trustee (as applicable) will manage and administer any jointly-held security interests. Furthermore, the Seller, the Issuer and/or the Security Trustee (as applicable) will agree that, in the event of a foreclosure in respect of any of the Mortgage Receivables, the share (*aandeeel*) in each jointly-held security interest of the Security Trustee and/or the Issuer will be equal to the Outstanding Principal Amount in respect of the Mortgage Receivables, increased by interest and costs, if any, and the share of the Seller will be equal to the Net Foreclosure Proceeds less the Outstanding Principal Amount in respect of the Mortgage Receivables, increased by interest and costs, if any.

In addition, it will be agreed in the Mortgage Receivables Purchase Agreement that following a breach by the Seller of its obligations under these agreements or if any of such agreement is dissolved, void, nullified or ineffective for any reason in respect of the Seller, the Seller shall compensate the Issuer and/or the Security Trustee (as applicable) 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 thereof during any Mortgage Calculation Period. Such compensation will have to be paid by the Seller forthwith.

## 7.2 REPRESENTATIONS AND WARRANTIES

The Seller will represent and warrant on the Closing Date with respect to the Mortgage Loans, the Mortgage Receivables resulting therefrom, *inter alia*:

- (a) the Mortgage Receivable is duly and validly existing and is not subject to annulment or dissolution as a result of circumstances which have occurred prior to or on the Closing Date or, in the case of Further Advance Receivables, the relevant Notes Payment Date;
- (b) the Mortgage Receivable was originated by the Seller and the Seller is entitled to collect (*inningsbevoegd*) the Mortgage Receivable;
- (c) the Seller (i) has full right and title to the Mortgage Receivables, (ii) it has power (*is beschikkingsbevoegd*) to sell and assign the Mortgage Receivables and no restrictions on the sale and transfer of the Mortgage Receivables are in effect, (iii) the Mortgage Receivables are capable of being transferred or pledged and (iv) to the best of its knowledge, the Mortgage Receivables are not in a condition that can be foreseen to adversely affect the enforceability of the assignment;
- (d) the Seller (i) has full right and title to the Beneficiary Rights, (ii) it has power (*is beschikkingsbevoegd*) to sell and assign the Beneficiary Rights and no restrictions on the sale and transfer of the Beneficiary Rights are in effect, (iii) the Beneficiary Rights are capable of being transferred or pledged and (iv) to the best of its knowledge, the Beneficiary Rights are not in a condition that can be foreseen to adversely affect the enforceability of the assignment;
- (e) the Seller (i) has full right and title (*titel*) to the NHG Advance Rights, (ii) it has power (*is beschikkingsbevoegd*) to assign the NHG Advance Rights relating thereto and no restrictions on the assignment of the NHG Advance Rights relating thereto are in effect, (iii) the NHG Advance Rights relating thereto are capable of being assigned or pledged and (iv) to the best of its knowledge, the NHG Advance Rights relating thereto are not in a condition that can be foreseen to adversely affect the enforceability of the assignment;
- (f) the Seller has not been notified and is not aware of anything affecting its title to the Mortgage Receivables;
- (g) the Mortgage Receivables are free and clear of any encumbrances and attachments (*beslagen*) and no option to acquire the Mortgage Receivables has been granted by it in favour of any third party with regard to the Mortgage Receivables;
- (h) each Mortgage Receivable is secured by a first ranking or first and sequential lower ranking Mortgage on a Mortgaged Asset used for a residential purpose in the Netherlands and is governed by Dutch law and each Mortgage Loan is originated in the Netherlands and governed by Dutch law;
- (i) the Mortgage Conditions do not violate any applicable laws, rules or regulations;
- (j) each mortgage deed either (i) contain provisions that in case of assignment and/or pledge of a Mortgage Receivable to a third party, the Mortgage and the Borrower Pledge will partially follow the Mortgage Receivable if it is assigned and/or pledged to a third party or (ii) do not contain any explicit provision on the issue whether in case of an assignment and/or a pledge of a Mortgage Receivable to a third party, the Mortgage or the Borrower Pledge will partially follow the Mortgage Receivable;
- (k) 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 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 the maximum amount (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 EUR 500,000 and/or the additional construction costs (*het meerwerk*) exceeded 20 per cent. 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*). In case of Further Advances or renewals, the valuation assessment of the Mortgaged Asset for purposes of underwriting was performed not more than six months prior to the date of the application by the Borrower for a Further

Advance or renewal. No revaluation of the Mortgaged Assets has been made for the purpose of the securitisation transaction;

- (l) each Mortgage Receivable, the Mortgage, the Borrower Pledge, if any, constitute legal, valid, binding and enforceable obligations of the relevant Borrower vis-à-vis the Seller, subject to any bankruptcy or similar laws affecting the rights of creditors generally, with full recourse to such Borrower and, where applicable, a guarantor and is governed by Dutch Law;
- (m) all Mortgages and Borrower Pledges (i) constitute valid mortgage rights (*hypotheekrechten*) and rights of pledge (*pandrechten*) respectively on the Mortgaged Assets and the assets which are the subject of the rights of pledge respectively and, to the extent relating to the mortgage rights, entered into the appropriate public register (*Dienst van het Kadaster en de Openbare Registers*), (ii) have first priority or first and sequentially lower ranking priority and (iii) were vested for a principal sum which is at least equal to the Outstanding Principal Amount of the Mortgage Loan when originated, increased with interest, penalties, costs and any insurance premium up to an amount equal to at least 40 per cent. of such Outstanding Principal Amount, therefore in total up to a minimum amount equal to 140 per cent. of the Outstanding Principal Amount of the Mortgage Receivable upon origination;
- (n) 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 materially in the form as attached to the Mortgage Receivables Purchase Agreement and substantially in one of the forms of mortgage deeds attached to the Mortgage Receivables Purchase Agreement;
- (o) each of the Mortgage Loans has been (i) granted and serviced in accordance with all applicable legal requirements and the Mortgage Conditions and do not contravene any applicable law, rule or regulation prevailing at the time of origination in all material respects, including mortgage credit and consumer protection legislation, the Code of Conduct, borrower income requirements and the assessment of the relevant Borrower's creditworthiness, which assessment meets the requirements set out in article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5 and paragraph 6 of article 18 of the Mortgage Credit Directive, as applicable, prevailing at that time and (ii) granted in the ordinary course of the Seller's business pursuant to the Seller's standard underwriting criteria and procedures prevailing at that time, which are not less stringent than those applied by the Seller at the time of origination to similar loans that are not securitised, and these underwriting criteria and procedures are in a form as may reasonably be expected from a lender of Dutch residential mortgages;
- (p) each of the Life Mortgage Loans and Switch Mortgage Loans has the benefit of a valid right of pledge on the rights under a Life Insurance Policy and either (i) the Seller is the beneficiary (*begunstigde*) under such Life Insurance Policies upon the terms of such Life Mortgage Loans and the relevant Life Insurance Policies up to the relevant Mortgage Receivable, or (ii) NN Leven is irrevocably authorised to apply the insurance proceeds in satisfaction of such Life Mortgage Receivable;
- (q) with respect to Savings Mortgage Loans, the Seller has the benefit of a valid right of pledge on the rights under the Savings Insurance Policies and either (i) the Seller has been validly appointed as beneficiary (*begunstigde*) under such policy up to the relevant Mortgage Receivable or (ii) the Insurance Savings Participant is irrevocably authorised to apply the insurance proceeds in satisfaction of such Savings Mortgage Loan;
- (r) each Switch Mortgage Loans has the benefit of a valid right of pledge on the rights under a Switch Insurance Policy and either (i) the Seller has been validly appointed as beneficiary (*begunstigde*) under such Switch Insurance Policies upon the terms of such Switch Mortgage Loans and the relevant Switch Insurance Policies up to the relevant Mortgage Receivable, or (ii) the Insurance Savings Participant is irrevocably authorised to apply the insurance proceeds in satisfaction of such Switch Mortgage Loan;
- (s) with respect to Life Mortgage Loans (i) the Life Mortgage Loan and the Life Insurance Policy are in Amstelhuys N.V.'s (which merged into the Seller) and Delta Lloyd Levensverzekering N.V.'s (which merged into NN Leven) promotional materials not offered as one combined mortgage and life insurance product or under one name and (ii) the Borrower is not obliged to enter into the Life Insurance Policy with Delta Lloyd Levensverzekering N.V. (which merged into NN Leven);

- (t) with respect to Bank Savings Mortgage Loans, the Seller has the benefit of a valid right of pledge on the rights under the relevant Bank Savings Account;
- (u) the Seller has accounted for and distinguished between all interest and principal payments relating to the Mortgage Loans and in the administration of the Seller each Mortgage Loan can be easily segregated and identified for ownership and security purposes on any day;
- (v) each receivable under a mortgage loan (*hypothecaire lening*) which is secured by the same mortgage right is sold and assigned to the Issuer pursuant to the Mortgage Receivables Purchase Agreement;
- (w) each Mortgage Loan constitutes the entire mortgage loan granted to the relevant Borrower and not merely one or more Loan Parts (*leningdelen*);
- (x) to the best of its knowledge, the Borrowers are not in any material breach of any provision of their Mortgage Loans, except for arrears after the relevant Cut-Off Date if any;
- (y) with respect to the Mortgage Receivables secured by a mortgage right on a long lease (*erfpacht*), the Mortgage Loan (a) has a maturity that is equal to or shorter than the term of the long lease and/or, if the maturity date of the Mortgage Loan falls after the maturity date of the long lease, the acceptance conditions used by the Seller provide that certain provisions should be met and (b) becomes due if the long lease terminates for whatever reason;
- (z) it is a requirement under the Mortgage Conditions that each of the Mortgaged Assets had, at the time the Mortgage Loan was granted, the benefit of buildings insurance (*opstalverzekering*) for the full reinstatement value (*herbouwwaarde*);
- (aa) each Mortgage Loan meets the Mortgage Loan Criteria as set forth below;
- (bb) the particulars as set forth in the list of loans attached to the Mortgage Receivables Purchase Agreement and the Escrow List of Loans relating to the Mortgage Receivables are correct and complete in all material respects;
- (cc) with respect to each Mortgage Loan or relevant Loan Part which is indicated of having the benefit of an NHG Guarantee in the List of Loans at the Closing Date, (i) the NHG Guarantee is granted for the full Outstanding Principal Amount of the relevant NHG Mortgage Loan or relevant Loan Part at origination and constitutes legal, valid and binding obligations of the Stichting WEW, enforceable in accordance with its terms, (ii) the NHG Guarantee was in compliance with all NHG Conditions applicable to it at the time of origination of the Mortgage Loans or relevant Loan Part, (iii) the Seller is not aware of any reason why any claim under any NHG Guarantee granted by Stichting WEW in respect of the Mortgage Loan or relevant Loan Part that should not be met in full and in a customary manner and (iv) each such Mortgage Loan meets in all material respect the NHG Conditions (including the maximum amount of loan at the time of origination) and procedures of the Seller, including Borrower income requirements, prevailing at the time of origination;
- (dd) other than the Construction Deposit, the principal sum was in case of each of the Mortgage Loans fully disbursed to the relevant Borrower whether or not through the relevant civil law notary;
- (ee) the aggregate Outstanding Principal Amount of all Mortgage Receivables on the Cut-Off Date is equal to the Initial Purchase Prices;
- (ff) the notarial Mortgage Deeds (*minuut*) relating to the Mortgages are kept by a civil law notary in the Netherlands and are registered in the appropriate registers, while the Loan Files, which include certified copies of the notarial Mortgage Deeds, are kept by it or on behalf of it by the Servicer;
- (gg) the Loan Files contain evidence of (i) the existence and ranking of the Mortgages, (ii) the principal sum for which the Mortgages were vested and (iii) the valuation of the Mortgage Assets;
- (hh) it can be determined in its administration which Beneficiary Rights relate to which Mortgage Receivables;
- (ii) payments made under the Mortgage Receivables are not subject to withholding tax;

- (jj) the Mortgage Conditions do not contain confidentiality provisions which restrict the Seller in exercising its rights under the Mortgage Loan;
- (kk) the Mortgage Loans do not include self-certified mortgage loans and no Mortgage Loan was marketed and underwritten on the premise that the Borrower or, where applicable intermediary, were made aware that the information provided might not be verified by the Seller;
- (ll) to the best of its knowledge, the Mortgage Loan has not been subject to any variation, amendment, modification, waiver or exclusion of time of any kind which in any material way adversely affects its enforceability or collectability;
- (mm) as far as it is aware, none of the Mortgage Loans has been entered into fraudulently by the Borrower and the requirements of Directive 2008/48/EC are not applicable to the Mortgage Loans;
- (nn) no Mortgage Loan has been entered into as a consequence of any conduct constituting fraud, misrepresentation, duress or under influence by the Seller, its directors, officers, employees or agents or by any other person acting on the Seller's behalf;
- (oo) no Mortgage Loan qualifies as a transferable security nor as a securitisation position within the meaning of article 20(8) and 20(9), respectively, of the Securitisation Regulation;
- (pp) the assessment of the Borrower's creditworthiness was done in accordance with the Seller's underwriting criteria and meets the requirements set out in paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of article 18 of Directive 2014/17/EU;
- (qq) the aggregate Construction Deposits does not exceed 1 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations as at the Initial Cut-Off Date; and
- (rr) at the Initial Cut-Off Date, not more than 5 per cent of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations carries a floating rate of interest;

### 7.3 MORTGAGE LOAN CRITERIA

Each of the Mortgage Loans will meet the following criteria (the **Mortgage Loan Criteria**) on the Cut-Off Date:

- (i) the Mortgage Loans are either:
  - (a) Bank Savings Mortgage Loans (*bankspaarhypotheken*);
  - (b) Savings Mortgage Loans (*spaarhypotheken*);
  - (c) Life Mortgage Loans (*levenhypotheken*);
  - (d) Switch Mortgage Loans (*switchhypotheken*);
  - (e) Linear Mortgage Loans (*lineaire hypotheken*);
  - (f) Annuity Mortgage Loans (*annuïteitenhypotheken*);
  - (g) Interest-only Mortgage Loans (*aflossingsvrije hypotheken*);
  - (h) Mortgage Loans which combine any of the above mentioned types of mortgage loans;
- (ii) the Borrower is an individual (*natuurlijk persoon*), a resident of the Netherlands and not an employee of the Seller or of any other company belonging to NN Group;
- (iii) the Mortgage Loan (or relevant Loan Part thereof) is subject to either a fixed rate whereby the interest rates can be set for a specific period or is subject to a floating rate of interest;
- (iv) no Mortgaged Asset is the subject of residential letting and each Mortgaged Asset is the main residence of and occupied by the Borrower at the moment of origination or shortly thereafter;
- (v) interest and, to the extent applicable, principal payments are scheduled to be made monthly by direct debit;
- (vi) no Mortgage Loan or part thereof qualifies as a bridge loan (*overbruggingshypotheek*) or as a revolving credit mortgage loan (*krediethypotheek*);
- (vii) each Mortgaged Asset is located in the Netherlands;
- (viii) on the relevant Cut-Off Date no amounts due under such Mortgage Loan were overdue and unpaid;
- (ix) (i) in respect of Mortgage Receivables of any Restructured Borrower, no amounts due under any of such Mortgage Receivables were unpaid by such Restructured Borrower since one year prior to the relevant Cut-Off Date;
- (x) at least one (1) interest payment has been made in respect of the Mortgage Receivable prior to the Closing Date or, in the case of Further Advance Receivables purchased after the Closing Date, the relevant Notes Purchase Date;
- (xi) other than the Construction Deposit, the principal sum was in case of each of the Mortgage Loans fully disbursed to the relevant Borrower whether or not through the relevant civil law notary;
- (xii) all Mortgage Loans have been executed on or after 1 January 2003;
- (xiii) each Mortgage Loan does not have a legal maturity beyond 1 June 2050;
- (xiv) the Mortgage Loan has not been based on a self-certified income statement or advisor-verified income statement of the Borrower;
- (xv) the Outstanding Principal Amount of each Mortgage Loan does not exceed EUR 1,000,000;
- (xvi) the Outstanding Principal Amount of each Mortgage Receivable entered into with a single Borrower shall not exceed 2.0 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations;
- (xvii) each Mortgage Loan constitutes the entire loan granted to the relevant Borrower that is secured by the Mortgage and not merely one or more Loan Parts (*leningdelen*);



- (xviii) each Mortgage Loan is denominated in euro and has a positive Outstanding Principal Amount;
- (xix) the Mortgage Loans do not include equity-release mortgage loans where Borrowers have monetised their properties for either a lump sum of cash or regular periodic income; and
- (xx) the Mortgage Loan does not have a Current Loan to Indexed Market Value Ratio higher than 100 per cent. (or, if a different percentage is required or sufficient from time to time for the Notes to comply with article 243(2) of the CRR Amendment Regulation and the Issuer wishes to apply such different percentage, then such different percentage);
- (xxi) the Mortgage Receivable meets the conditions for being assigned a risk weight equal to or smaller than 40 per cent on an exposure value-weighted average for the portfolio of such Mortgage Receivables as set out and within the meaning of article 243(2)(b) of the CRR Amendment Regulation; and
- (xxii) at the relevant Cut-Off Date, the Mortgage Receivable is not in default within the meaning of article 178(1) of the CRR and the relevant Borrower is not a credit-impaired obligor or guarantor who, to the best of the Seller's knowledge, (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the Closing Date or, in respect of a Further Advance Receivable, the relevant Notes Payment Date, or (ii) has a negative BKR registration upon origination, or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable mortgage receivables originated by the Seller which are not sold and assigned to the Issuer pursuant to the Mortgage Receivables Purchase Agreement, within the meaning of article 20(11) of the Securitisation Regulation.

## 7.4 PORTFOLIO CONDITIONS

### Purchase of Further Advance Receivables

The Mortgage Receivables Purchase Agreement will provide that the Issuer shall on each Notes Payment Date during the Further Advance Purchase Period, subject to the satisfaction of the Purchase Conditions, purchase and accept the assignment of Further Advance Receivables from the Seller, if and to the extent offered by the Seller. If the Issuer does not purchase any such Further Advance Receivable, the Seller has undertaken to repurchase the Mortgage Receivable which results from the Mortgage Loan to which the Further Advance relates at the first Notes Payment Date after the Further Advance was granted.

The purchase price payable by the Issuer as consideration for any Further Advance Receivable shall be equal to (i) the Further Advance Initial Purchase Price in respect of the Further Advance Receivable being the Outstanding Principal Amount of such Further Advance Receivable and (ii) a portion of the Deferred Purchase Price attributable to such Further Advance Receivable.

### Purchase Conditions

The purchase by the Issuer of Further Advance Receivables will be subject to a number of conditions (the **Purchase Conditions**) which include, *inter alia*, the conditions that on the relevant date of completion of the sale and purchase of the Further Advance Receivable or, where applicable, after such date:

- (a) the 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 Seller in the Mortgage Receivables Purchase Agreement with respect to the Further Advance Receivables to be sold and assigned by the Seller to the Issuer (with certain exceptions to reflect that the Further Advance Receivables are sold and assigned and may have been originated after the Closing Date);
- (b) there has been no failure by the Seller to repurchase any Mortgage Receivable which it is required to repurchase pursuant to the Mortgage Receivables Purchase Agreement;
- (c) the Available Principal Funds are sufficient to pay the Further Advance Initial Purchase Prices for the relevant Further Advance Receivables;
- (d) no drawing has been made or is outstanding under the Cash Advance Facility Agreement;
- (e) the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations in respect of which one or more payments are in arrears for a period exceeding 60 days does not exceed 2 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations;
- (f) the aggregate Outstanding Principal Amount of Further Advance Receivables less the aggregate Participations sold and assigned by the Seller to the Issuer during the immediately preceding 12 calendar months does not exceed 1 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations as at the Closing Date;
- (g) the weighted average Current Loan to Original Foreclosure Value Ratio of all Mortgage Loans, including the Mortgage Loans from which the Further Advance Receivables to be purchased on such date result, does not exceed the weighted average Current Loan to Original Foreclosure Value Ratio of all Mortgage Loans as at the Closing Date; and
- (h) the aggregate Construction Deposits of all Mortgage Loans, including the Further Advances does not exceed 1 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations as at the Initial Cut-Off Date.

Each of the Purchase 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 with respect to each Credit Rating Agency.

When the Issuer purchases and accepts assignment of any Further Advance Receivable it will accept the assignment of or, as the case may be, accept the assignment in advance (*bij voorbaat*), any NHG Advance Rights and Beneficiary Rights and it will at the same time create a right of pledge or, as the case may be, pledge in advance on such Mortgage

Receivable together with any NHG Advance Rights and Beneficiary Rights in favour of the Security Trustee. The assignment of the Beneficiary Rights will only be completed upon notification to NN Leven (being the insurance company), which is not expected to occur prior to the occurrence of an Assignment Notification Event.

## 7.5 SERVICING AGREEMENT

### **Servicing Agreement**

In the Servicing Agreement the Servicer will agree to (i) provide administration and management services and other services to the Issuer on a day-to-day basis in relation to the Mortgage Loans and the Mortgage Receivables resulting from such Mortgage Loans, including, without limitation, the collection of payments of principal, interest and other amounts in respect of the Mortgage Receivables, and the direction of amounts received by the Seller to the Issuer Collection Account and the production of reports in relation thereto (including, for the avoidance of doubt, reporting on any forbearances granted in connection with COVID-19) and the implementation of arrears procedures including the enforcement of mortgage rights and any other collateral (see further section 6.3 *Origination and Servicing* above) and (ii) prepare and provide the Issuer Administrator with certain statistical information regarding the Issuer as required by law, for submission to the relevant regulatory authorities. The Servicer will administer and service the Mortgage Loans and the Mortgage Receivables with the same level of skill, care and diligence as mortgage loans in its own or, as the case may be, the Seller's portfolio.

The Servicing Agreement may be terminated by the Issuer and the Security Trustee, acting jointly, upon the occurrence of certain termination events, including but not limited to, a failure by the Servicer to comply with its obligations (unless remedied within the applicable grace period), dissolution or liquidation of the Servicer or the Servicer being declared bankrupt or granted a suspension of payments or the Servicer no longer the required licenses under the Wft. In addition the Servicing Agreement may be terminated by the Servicer and by the Issuer upon the expiry of not less than twelve months' notice, subject to (*inter alia*) (i) written approval of the Security Trustee, which approval may not be unreasonably withheld, (ii) appointment of a substitute servicer and (iii) a Credit Rating Agency Confirmation. A termination of the Servicing Agreement by either the Issuer and the Security Trustee or the Servicer will only become effective if a substitute servicer is appointed. The Issuer has undertaken in the Trust Agreement that it shall, upon the occurrence of a termination event, use its commercially reasonable efforts, or procure that the Issuer Administrator shall use its commercially reasonable efforts, to ensure (if necessary) that the relevant steps contemplated in the Servicing Agreement are taken which include, after terminating the Servicing Agreement, all steps reasonably required to find a substitute servicer.

The Servicer may subcontract its obligations subject to and in accordance with the Servicing Agreement subject to certain conditions and provided that it shall always use reasonable care in the selection and continued appointment of that person. Any such appointment shall not in any way relieve the Servicer from its obligations under this Agreement in respect of the provision of any of the services for which it shall continue to be liable as if no such appointment had been made and as if the acts and omissions of the sub-agent or sub-servicer were the acts and omissions of the Servicer.

On the Closing Date, the Servicer will appoint Stater Nederland B.V. as sub-servicer in accordance with the Servicing Agreement to provide the Mortgage Loan Services. NN Bank has decided to provide the Mortgage Loan Services in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. including the Mortgage Receivables (the "**Servicing Migration**"). Upon the Servicing Migration, the appointment of Stater Nederland B.V. as sub-servicer shall be terminated, which is expected to be completed within three (3) months after the Closing Date. As of such date the Servicer shall perform the Mortgage Loan Services itself.

In the Servicing Agreement, the Servicer is instructed by the Issuer not to exercise any NHG Advance Rights unless the Issuer instructs the Servicer otherwise upon direction by the Security Trustee. Prior to any exercise, measures will be implemented to ensure the Issuer can repay any amount received from Stichting WEW by the Issuer upon the exercise of NHG Advance Rights which in accordance with the NHG Conditions have to be repaid if and to the extent, the amount received exceeded the amount to which the Issuer is entitled under the relevant NHG Guarantee.

## 7.6 SUB-PARTICIPATION

### A. Insurance Savings Participation Agreement

Under the Insurance Savings Participation Agreement the Issuer will grant to the Insurance Savings Participant an Insurance Savings Participation in the Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative.

#### Insurance Savings Participation

In the Insurance Savings Participation Agreement, the Insurance Savings Participant will undertake to pay to the Issuer:

- (i) the Initial Insurance Savings Participation in relation to each of the Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative at (a) in respect of Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative, the Closing Date or, in case of a purchase of a Further Advance Receivable which qualifies as a Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative, at the relevant Notes Payment Date or (b) in respect of a Savings Switch, the immediately succeeding Mortgage Collection Payment Date; and
- (ii) on each Mortgage Collection Payment Date an amount equal to the amount received by the Insurance Savings Participant as Savings Premium during the Mortgage Calculation Period then ended in respect of the relevant Savings Insurance Policies or Switch Insurance Policies,

provided that in respect of each relevant Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative no amounts will be paid to the extent that, as a result thereof, the Insurance Savings Participation in such relevant Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative would exceed the Outstanding Principal Amount of such Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative.

If and when such payment has been made, as a consequence of such payments the Insurance Savings Participant will acquire the Insurance Savings Participation in each of the relevant Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative, which is equal to the Initial Insurance Savings Participation in respect of the relevant Savings Mortgage Receivables and Switch Mortgage Receivable with a Savings Alternative, increased during each Mortgage Calculation Period with the Insurance Savings Participation Increase.

In consideration for the undertakings of the Insurance Savings Participant described above, the Issuer will undertake to pay to the Insurance Savings Participant on each Mortgage Collection Payment Date in respect of each of the Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative in respect of which amounts have been received during the relevant Mortgage Calculation Period an amount equal to the amounts received (i) by means of repayment and prepayment under the relevant Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative, but excluding any Prepayment Penalties and interest penalties, if any, and, furthermore, in full and in respect of partial prepayments on the relevant Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative, to the extent such partial repayment exceeds an amount equal to the Outstanding Principal Amount less the Participation in the relevant Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative (ii) in connection with a repurchase of Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal, (iii) in connection with a sale pursuant to the Mortgage Receivables Purchase Agreement or the Trust Agreement of Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative to the extent such amounts relate to principal and (iv) as Net Foreclosure Proceeds on any Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative to the extent such amounts relate to principal up to, in respect of each Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative, the relevant Insurance Savings Participation (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 Switch Mortgage Receivable with a Savings Alternative, based upon a default in the performance, whether in whole or in part, by the Insurance Savings Participant or, for whatever reason, an Insurance Savings Participant does not pay the insurance proceeds when due and payable, whether in full or in part, under the relevant Savings Insurance Policy or Insurance Policy 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 Switch Mortgage Receivable with the Savings Alternative, the Insurance Savings Participation of such Insurance Savings Participant in

respect of such Savings Mortgage Receivable or Switch Mortgage Receivable with the Savings Alternative 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 Insurance Savings Participant may, and if so directed by the Insurance Savings Participant, shall by notice to the Issuer:

- (i) declare that the obligations of the Insurance Savings Participant under the Insurance Savings Participation Agreement are terminated;
- (ii) 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 or, as the case may be, the Participation Enforcement Available Amount received or collected by the Issuer or, as the case may be, the Security Trustee under the Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative.

#### **Termination**

If one or more of the Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative are (i) repurchased by the 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 Agreement, the Insurance Savings Participation in such Savings Mortgage Receivables and Switch Mortgage Receivable with a Savings Alternative will terminate upon the receipt of the Insurance Savings Participation Redemption Available Amount in respect of the relevant Savings Mortgage Receivables or Switch Mortgage Receivable with a Savings Alternative. If so requested by the Insurance Savings Participant, the Issuer will use its best efforts to ensure that the acquirer of the relevant Savings Mortgage Receivables or Switch Mortgage Receivables with a Savings Alternative will enter into an Insurance Savings Participation Agreement with the Insurance Savings Participant 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 Insurance Savings Participant has received the Insurance Savings Participation in respect of the relevant Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative.

#### **B. Bank Savings Participation Agreement**

Under the Bank Savings Participation Agreement the Issuer will grant to the Bank Savings Participant a Bank Savings Participation in the Bank Savings Mortgage Receivables.

#### **Bank Savings Participation**

In the Bank Savings Participation Agreement the Bank Savings Participant will undertake to pay to the Issuer:

- (i) the Initial Bank Savings Participation at (a) the Closing Date or (b), in case of a purchase of a Further Advance Receivable which qualifies as a Bank Savings Mortgage Receivable at the relevant Notes Payment Date or (c) in respect of a Savings Switch, the immediately succeeding Mortgage Collection Payment Date; and
- (ii) 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 in respect of each Bank Savings Mortgage Receivable no amounts will be paid to the extent that, as a result thereof, the Bank Savings Participation in such Mortgage Receivable would exceed the Outstanding Principal Amount of such Mortgage Receivable.

If and when such payment has been made, 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 in respect of each of the Bank Savings Mortgage Receivables in respect of which amounts have been received during the relevant Mortgage Calculation Period

an amount equal to the amounts received (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, in full and in respect of as partial prepayments on the Bank Savings Mortgage Receivable, to the extent such partial repayment exceeds an amount equal to the Outstanding Principal Amount less the Participation in the relevant Bank Savings Mortgage Receivable (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 Agreement 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 up to, in respect of each Bank Savings Mortgage Receivables, the relevant Bank Savings Participation (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 or if, for whatever reason, the 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 any Bank Savings Participant may, and if so directed by the Bank Savings Participant shall, by notice to the Issuer:

- (i) declare that the obligations of the Bank Savings Participant under the Bank Savings Participation Agreement are terminated;
- (ii) 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 or, as the case may be, the Participation Enforcement Available Amount received or recovered by the Issuer or, as the case may be, the Security Trustee in respect of the Bank Savings Mortgage Receivables.

#### **Termination**

If one or more of the Bank Savings Mortgage Receivables are (i) repurchased by the Seller from the Issuer pursuant to the Mortgage Receivables Purchase Agreement, (ii) sold by the Issuer to a third party pursuant to the Trust Agreement, the Bank Savings Participation in such Bank Savings Mortgage Receivables will terminate upon receipt of the Bank Savings Participation Redemption Available Amount. If so requested by 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.

## 8. GENERAL

1. The issue of the Notes has been authorised by a resolution of the managing director of the Issuer passed on or about 5 June 2020.
2. Application has been made to list the Class A Notes on Euronext Amsterdam to be admitted to trading on the regulated market of Euronext Amsterdam. The estimated total costs relating to the admission to trading of the Class A Notes on the regulated market of Euronext Amsterdam are approximately EUR 15,000.
3. The Class A Notes have been accepted for clearance through Euroclear Netherlands and will bear common code 218852904 and ISIN NL0015063637.
4. The Class B Notes have been accepted for clearance through Euroclear Netherlands and will bear common code 218853692 and ISIN NL0015063645.
5. The Class C Notes have been accepted for clearance through Euroclear Netherlands and will bear common code 218853749 and ISIN NL0015063652.
6. The address of Euroclear Netherlands is: Herengracht 459-469, 1017 BS Amsterdam, the Netherlands.
7. There has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 19 May 2020 to the date of this Prospectus.
8. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which the Issuer is aware) which may have, or have had during the 12 months prior to the date of this Prospectus a significant effect on the Issuer's financial position or profitability.
9. As long as any of the Notes are outstanding, copies of the following documents may be inspected at the specified offices of the Security Trustee and the Paying Agent during normal business hours and will be available either in physical or in electronic form, as the case may be, and can also be obtained on the website of European DataWarehouse (<https://edwin.eurowd.eu/edweb/>), which website (a) includes a well-functioning data quality control system, (b) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website, (c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk, (d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information and (e) makes it possible to keep record of the information for at least five (5) years after the maturity date of the securitisation or any other website as selected by the Seller which fulfils the requirements set out in article 7(2) of the Securitisation Regulation, and, from the moment that a securitisation repository has been designated within the meaning of article 10 of the Securitisation Regulation which has been appointed for the transaction, through such securitisation repository, from a date falling at the latest fifteen (15) days after the Closing Date:
  - (i) the Deed of Incorporation of the Issuer, including its Articles of Association;
  - (ii) the Mortgage Receivables Purchase Agreement;
  - (iii) the Deeds(s) of Assignment and Pledge;
  - (iv) the Notes Purchase Agreement;
  - (v) the Paying Agency Agreement;
  - (vi) the Trust Agreement;
  - (vii) the Parallel Debt Agreement;
  - (viii) the Issuer Rights Pledge Agreement;
  - (ix) the Issuer Mortgage Receivables Pledge Agreement;
  - (x) the Servicing Agreement;
  - (xi) the Administration Agreement;
  - (xii) the Issuer Account Agreement;
  - (xiii) the Master Definitions Agreement;
  - (xiv) the Bank Savings Participation Agreement;
  - (xv) the Insurance Savings Participation Agreement;
  - (xvi) the Cash Advance Facility Agreement;



- (xvii) any Financial Collateral Agreement; and
- (xviii) the Collection Foundation Agreements.

In addition, the Prospectus will be published on [www.dutchsecuritisation.nl](http://www.dutchsecuritisation.nl).

The documents listed above are all the underlying documents that are essential for understanding the securitisation transaction described in this Prospectus and include, but are not limited to, each of the documents referred to in article 7(1) under point (b) of the Securitisation Regulation. No content available via the website addresses contained in this Prospectus forms part of this Prospectus. This information has not been scrutinised or approved by the AFM.

- 10. A copy of the Prospectus (in print) will be available (free of charge) at the registered office of the Issuer, the Security Trustee and the Paying Agent.

- 11. 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.

- 12. No content available via the website addresses contained in this Prospectus forms part of this Prospectus. The information on such websites has not been scrutinised or approved by the AFM.
- 13. The Issuer has not yet commenced operations and as of the date of this Prospectus no financial statements have been produced. As long as the Class A Notes are listed on admitted to trading on the regulated market of Euronext Amsterdam the most recent audited annual financial statements of the Issuer will be made available, free of charge from the specified offices of the Security Trustee and of the Paying Agent. The Issuer does not publish interim accounts.
- 14. The audited annual financial statements of the Issuer will be made available, free of charge, from the specified office of the Issuer.
- 15. The auditors of the Issuer is Mazars Accountants N.V. The individual auditors which are "*registeraccountants*" of the Issuer's anticipated auditor, Mazars Accountants N.V., are members of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).
- 16. The Issuer and the Seller have amongst themselves designated the Seller for the purpose article 7(2) of the Securitisation Regulation. The Seller, or the Issuer or any other party on its behalf, will make available to Noteholders, to the competent authorities referred to in article 29 of the Securitisation Regulation and, upon request, to potential investors, on the website of European DataWarehouse (<https://edwin.eurodw.eu/edweb/>), which website (a) includes a well-functioning data quality control system, (b) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website, (c) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk, (d) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information and (e) makes it possible to keep record of the information for at least five (5) years after the maturity date of the securitisation or any other website as selected by the Seller which fulfils the requirements set out in article 7(2) of the Securitisation Regulation, and, from the moment that a securitisation repository has been designated within the meaning of article 10 of the Securitisation Regulation and appointed for the transaction described in this Prospectus, through such securitisation repository:
  - (i) until the final regulatory technical standards pursuant to article 7(3) of the Securitisation Regulation have been adopted and become applicable:

- a. in accordance with article 7(1)(a) of the Securitisation Regulation, make available on a monthly basis certain loan-by-loan information in relation to the Mortgage Receivables in respect of each Notes Calculation Period in the form of the standardised template set out in Annex I of Delegated Regulation (EU) 2015/3; and
  - b. in accordance with article 7(1)(e) of the Securitisation Regulation, make available a monthly investor report in respect of each Notes Calculation Period in the form of the standardised template set out in Annex I and Annex VIII of Delegated Regulation (EU) 2015/3;
- (ii) as soon as reasonably practicable once such final regulatory technical standards and final implementing technical standards for the purpose of compliance with article 7 of the Securitisation Regulation pursuant to article 7(3) of the Securitisation Regulation have been adopted and become applicable:
- a. in accordance with article 7(1)(a) of the Securitisation Regulation, make available on a monthly basis certain loan-by-loan information in relation to the Mortgage Receivables in respect of each Notes Calculation Period in the form of the final disclosure templates as adopted in such final regulatory technical standards and final implementing technical standards; and
  - b. in accordance with article 7(1)(e) of the Securitisation Regulation, make available a monthly investor report in respect of each Notes Calculation Period, in the form of the final disclosure templates as adopted in such final regulatory technical standards and final implementing technical standards;
- (iii) without delay, in accordance with article 7(1)(f) of the Securitisation Regulation, any inside information relating to the transaction described in this Prospectus; and
- (iv) without delay, in accordance with article 7(1)(g) of the Securitisation Regulation, any significant event such as (a) a material breach of the obligations laid down in the Transaction Documents, (b) a change in the structural features that can materially impact the performance of the securitisation, (c) a change in the risk characteristics of the transaction described in this Prospectus or of the Mortgage Receivables that can materially impact the performance of the transaction described in this Prospectus, (d) if the transaction described in this Prospectus ceases to meet the STS requirements or if competent authorities have taken remedial or administrative actions and (e) any material amendments to the Transaction Document.

In addition, the Seller, or the Issuer or any other party on its behalf, has made available and will make available, as applicable, to the above mentioned parties:

- (i) before pricing of the Notes at least in draft or initial form and, at the latest fifteen (15) calendar days after the Closing Date, in final form, all underlying documents that are essential for the understanding of the transaction described in this Prospectus, which are listed in this section 8 (*General*) under item (7), as required by article 7(1)(b) of the Securitisation Regulation, on the aforementioned website;
- (ii) before pricing of the Notes at least in draft or initial form and on or around the Closing Date in final form, the STS notification referred to in article 27 of the Securitisation Regulation, on the aforementioned website, as required by article 7(1)(d) of the Securitisation Regulation, which is also made available to the Noteholders and competent authorities referred to in article 29 of the Securitisation Regulation;
- (iii) before pricing of the Notes, via Bloomberg, a liability cash flow model of the transaction described in this Prospectus which precisely represents the contractual relationship between the Mortgage Receivables and the payments flowing between the Seller, the Noteholders, other third parties and the Issuer, which shall remain to be made available to Noteholders on an ongoing basis and to potential investors upon request, as required by article 22(3) of the Securitisation Regulation, which liability cash flow model shall be kept updated and modified, in case of significant changes in the cash flow structure of the transaction described in this Prospectus; and
- (iv) before pricing of the Notes, information on the Mortgage Receivables as required pursuant to article 22(5) of the Securitisation Regulation in conjunction with article 7(1)(a) of the Securitisation Regulation.

Furthermore, the Seller has made available and will make available, as applicable:

- (i) the underwriting standards pursuant to which the Mortgage Loans are originated and any material changes to such underwriting standards pursuant to which the Mortgage Loans are originated to potential investors without undue delay, as required by article 20(10) of the Securitisation Regulation; and
17. to potential investors before pricing, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar mortgage loans and mortgage receivables to those being securitised, and the sources of those data and the basis for claiming similarity, which data cover a period of not shorter than five (5) years, as required by article 22(1) of the Securitisation Regulation (see also section 6.1 (*Stratification Tables*))
18. The Issuer, or the Issuer Administrator on its behalf, confirms that it will undertake that, provided that it has received such information from the Seller:
- (A) it will disclose in the first Notes and Cash Report the amount of the Notes:
    - (I) privately-placed with investors which are not in NN Group;
    - (II) retained by a member of NN Group; and
    - (III) publicly-placed with investors which are not in NN Group;
  - (B) in relation to any amount initially retained by a member of NN Group, but subsequently placed with investors which are not in NN Group, it will (to the extent permissible) disclose such placement in the next Notes and Cash Report.
19. Important Information and responsibility statements:

This Prospectus has been approved by the AFM as competent authority under the Prospectus Regulation. The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus nor as an endorsement of the quality of any Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

The Issuer is responsible for the information contained in this Prospectus. To the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the importance of such information. The Issuer accepts such responsibility accordingly. Any information from third parties contained and specified as such in this Prospectus has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

In addition to the Issuer, the Seller is also responsible for the information contained in the following sections of this Prospectus: paragraph *Portfolio Information* in section 2 (*Transaction Overview*), section 3.4 (*Seller*), section 6.1 (*Stratification Tables*), section 6.2 (*Description of Mortgage Loans*), section 6.3 (*Origination and Servicing*), section 6.4 (*Dutch Residential Mortgage Market*) and section 6.5 (*NHG Guarantee Programme*). The Seller is also responsible for the information contained in the following sections of this Prospectus: all paragraphs dealing with articles 5, 6 and 7 of the Securitisation Regulation and all paragraphs in section 4.4 (*Regulatory and industry compliance*) and all other paragraphs to the extent relating to the Seller. To the best of the Seller's knowledge, the information contained in these paragraphs and sections, as applicable, is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information from third parties contained and specified as such in these sections has been accurately reproduced and as far as the Seller is aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Seller accepts responsibility accordingly.

ABN AMRO has been engaged by the Issuer (i) as Paying Agent for the Notes, upon the terms and subject to the conditions set out in the Paying Agency Agreement, for the purpose of paying sums due on the Notes and of performing all other obligations and duties imposed on it by the Conditions and the Paying Agency Agreement and (ii) as Listing Agent for the Class A Notes and is not itself seeking admission of the Class A Notes to

Euronext Amsterdam or to trading on its regulated market for the purposes of the Prospectus Regulation. ABN AMRO in its capacity of Paying Agent and 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 Notes, other than the Security Trustee in accordance with the Trust Agreement and the Paying Agency Agreement. Neither ABN AMRO nor any of its directors, officers, agents or employees makes any representation or warranty, express or implied, or accepts any responsibility, as to the accuracy, completeness or fairness of the information or opinions described or incorporated by reference in this 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 of the Notes. Accordingly, ABN AMRO disclaims all and any liability, whether arising in tort or contract or otherwise, in respect of this Prospectus and or any such other statements.

Any websites mentioned in this Prospectus do not form part of this Prospectus.

## 9. GLOSSARY OF DEFINED TERMS

The defined terms used in this Glossary of Defined Terms, to the extent applicable, conform to the standard published by the Dutch Securitisation Association (See section 4.4 (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 Prospectus, by including the symbol 'NA' in front of the relevant defined term.

In addition, the principles of interpretation set out in paragraph 9.2 (Interpretation) of this Glossary of Defined Terms conform to the RMBS Standard definitions list. However, certain principles of interpretation may have been added (but not deleted) in deviation of the RMBS Standard.

### 9.1 DEFINITIONS

Except where the context otherwise requires, the following defined terms used in this Prospectus have the meaning set out below:

	<b>€STR</b>	means the Euro short-term rate as published by the ECB or any replacement reference rate as agreed with the Issuer Account Bank in accordance with the Issuer Account Agreement;
+	<b>ABN AMRO</b>	means ABN AMRO Bank N.V., incorporated under Dutch law as a public company ( <i>naamloze vennootschap</i> ), having its corporate seat in Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 34334259;
+	<b>Actual Collected Transfer Amount</b>	has the meaning ascribed thereto in section 5.1 ( <i>Available Funds</i> ) of this Prospectus;
	<b>Administration Agreement</b>	means the administration agreement between the Issuer, the Issuer Administrator, the Back-Up Issuer Administrator and the Security Trustee dated the Closing Date;
	<b>AFM</b>	means the Dutch Authority for the Financial Markets ( <i>Stichting Autoriteit Financiële Markten</i> );
	<b>All Moneys Mortgage</b>	means any mortgage right ( <i>hypotheekrecht</i> ) which secures not only the loan granted to the Borrower to purchase the mortgaged asset, but also any other liabilities and moneys that the Borrower, now or in the future, may owe to the Seller either (i) regardless of the basis of such liability or (ii) under or in connection with the credit relationship ( <i>kredietrelatie</i> ) of the Borrower and the Seller;
	<b>All Moneys Pledge</b>	means any right of pledge ( <i>pandrecht</i> ) which secures not only the loan granted to the Borrower to purchase the mortgaged asset, but also any other liabilities and moneys that the Borrower, now or in the future, may owe to the Seller either (i) regardless of the basis of such liability or (ii) under or in connection with the credit relationship ( <i>kredietrelatie</i> ) of the Borrower and the Seller;
	<b>All Moneys Security Rights</b>	means any All Moneys Mortgages and All Moneys Pledges collectively;
+	<b>Amstelhuys Account</b>	means the bank account maintained by the Seller with ING Bank N.V. in respect of Amstelhuys to which payments are or may be made by the

		relevant Borrowers under or in connection with the Mortgage Receivables;
	<b>Annuity Mortgage Loan</b>	means a mortgage loan or Loan Part 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;
N/A	<b>Annuity Mortgage Receivable</b>	
	<b>Arranger</b>	means NN Bank;
	<b>Assignment Actions</b>	means any of the actions specified as such in section 7.1 ( <i>Purchase, Repurchase and Sale</i> ) of this Prospectus;
	<b>Assignment Notification Event</b>	means any of the events specified as such in section 7.1 ( <i>Purchase, Repurchase and Sale</i> ) of this Prospectus;
	<b>Assignment Notification Stop Instruction</b>	has the meaning ascribed thereto in section 7.1 ( <i>Purchase, Repurchase and Sale</i> ) of this Prospectus;
	<b>Available Principal Funds</b>	has the meaning ascribed thereto in section 5.1 ( <i>Available Funds</i> ) of this Prospectus;
+	<b>Available Redemption Funds</b>	has the meaning ascribed thereto in Condition 6(g) ( <i>Definitions</i> );
	<b>Available Revenue Funds</b>	has the meaning ascribed thereto in section 5.1 ( <i>Available Funds</i> ) of this Prospectus;
+	<b>Back-Up Issuer Administrator</b>	means Intertrust Administrative Services B.V.;
	<b>Bank Savings Account</b>	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;
	<b>Bank Savings Deposit</b>	means, in respect of a Bank Savings Mortgage Loan, the balance standing to the credit of the relevant Bank Savings Account;
	<b>Bank Savings Mortgage Loan</b>	means a mortgage loan or Loan Part 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;
	<b>Bank Savings Mortgage Receivable</b>	means the Mortgage Receivable resulting from a Bank Savings Mortgage Loan;
	<b>Bank Savings Participant</b>	means NN Bank;
	<b>Bank Savings Participation</b>	means, on any Mortgage Calculation Date, in respect of each Bank Savings Mortgage Receivable an amount equal to the sum of (i) the Initial Bank Savings Participation in respect of such Bank Savings Mortgage Receivable and (ii) each Bank Savings Participation Increase up to (and including) the Mortgage Calculation Period immediately preceding such Mortgage Calculation Date, whereby the sum of (i) and (ii) does not

		exceed the Outstanding Principal Amount of such Bank Savings Mortgage Receivable;
	<b>Bank Savings Participation Agreement</b>	means the bank savings participation agreement between the Issuer, the Bank Savings Participant and the Security Trustee dated the Closing Date;
	<b>Bank Savings Participation Increase</b>	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;  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;
	<b>Bank Savings Participation Redemption Available Amount</b>	has the meaning ascribed thereto in section 7.6 ( <i>Sub-Participation</i> ) of this Prospectus;
	<b>Basel II</b>	means the capital accord under the title "Basel II: International Convergence of Capital Measurement and Capital Standards Revised Framework" published on 26 June 2004 by the Basel Committee on Banking Supervision;
	<b>Basel III</b>	means the capital accord amending Basel II under the title "Basel III: a global regulatory framework for more resilient banks and banking systems" published in December 2010 by the Basel Committee on Banking Supervision;
	<b>Basic Terms Change</b>	has the meaning ascribed thereto in Condition 14 ( <i>Meetings of Noteholders; Modification; Consents; Waiver</i> );
	<b>Benchmark Regulation</b>	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014;
*	<b>Beneficiary Rights</b>	means all claims which the Seller has vis-à-vis NN Leven in respect of an Insurance Policy, under which the Seller is beneficiary ( <i>begunstigde</i> ) in connection with the relevant Mortgage Receivable;
	<b>BKR</b>	means Office for Credit Registration ( <i>Bureau Krediet Registratie</i> );
+	<b>BNG Bank</b>	means BNG Bank N.V., a public company ( <i>naamloze vennootschap</i> ) organised under Dutch law and established in 's-Gravenhage, the Netherlands;

	<b>Borrower</b>	means the debtor or debtors, including any jointly and severally liable co-debtor or co-debtors, of a Mortgage Loan;
*	<b>Borrower Insurance Pledge</b>	means a right of pledge ( <i>pandrecht</i> ) created in favour of the Seller on the rights of the relevant pledgor against NN Leven under the relevant Insurance Policy securing the relevant Mortgage Receivable;
	<b>Borrower Insurance Proceeds Instruction</b>	means the irrevocable instruction by the beneficiary under an Insurance Policy to NN Leven to apply the insurance proceeds towards repayment of the same debt for which the relevant Borrower Insurance Pledge was created;
	<b>Borrower Pledge</b>	means a right of pledge ( <i>pandrecht</i> ) securing the relevant Mortgage Receivable, including a Borrower Insurance Pledge;
+	<b>BRRD</b>	means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council;
	<b>Business Day</b>	means (i) when used in the definition of Notes Payment Date and in Condition 4(e) (Euribor), a TARGET 2 Settlement Day and provided that such day is also a day on which banks are generally open for business in Amsterdam and (ii) in any other case, a day on which banks are generally open for business in Amsterdam;
+	<b>Capital Requirement Trigger Event</b>	means when (i) the Seller fails to meet the capital requirements under CRR, including but not limited to the requirements as set out in article 92 thereof as evidenced by a certificate issued by the Seller to the Issuer and the Security Trustee two (2) Business Days prior to each Notes Payment Date, for two consecutive Notes Payment Dates on which a certificate is issued or (ii) (a) the Issuer has not received a certificate at the required date as referred to in (i) above and has notified the Seller of such failure and (b) such failure remains unremedied for more than ten (10) Business Days;
	<b>Cash Advance Facility</b>	means the cash advance facility provided by the Cash Advance Facility Provider to the Issuer pursuant to the Cash Advance Facility Agreement;
	<b>Cash Advance Facility Agreement</b>	means the cash advance facility agreement between the Cash Advance Facility Provider, the Issuer and the Security Trustee dated the Closing Date;
*	<b>Cash Advance Facility Maximum Amount</b>	means (a) as long as any of the Class A Notes is outstanding, an amount of EUR 5,000,000 and (b) on any Notes Payment Date thereafter, zero;
	<b>Cash Advance Facility Provider</b>	means BNG Bank;
	<b>Cash Advance Facility Stand-by Drawing</b>	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;



+	<b>Cash Advance Facility Stand-by Drawing Event</b>	means any of the events specified as such in section 5.5 ( <i>Liquidity Support</i> ) of this Prospectus;
*	<b>Cash Advance Facility Stand-by Ledger</b>	means a ledger created for the purpose of recording any Cash Advance Facility Stand-by Drawing in accordance with the Administration Agreement;
	<b>Class A Noteholders</b>	means holders of the Class A Notes;
	<b>Class A Notes</b>	means the EUR 1,962,000,000 class A mortgage-backed notes 2020 due 2052;
+	<b>Class A Principal Deficiency Ledger</b>	means the sub-ledger of the principal deficiency ledger relating to the Class A Notes;
	<b>Class B Notes</b>	means the EUR 103,300,000 class B mortgage-backed notes 2020 due 2052;
+	<b>Class B Principal Deficiency Ledger</b>	means the sub-ledger of the principal deficiency ledger relating to the Class B Notes;
+	<b>Class C Available Redemption Funds</b>	has the meaning ascribed thereto in Condition 6(g) ( <i>Definitions</i> );
	<b>Class C Notes</b>	means the EUR 2,100,000 class C notes 2020 due 2052;
+	<b>Class C Redemption Amount</b>	has the meaning ascribed thereto in Condition 6(g) ( <i>Definitions</i> );
	<b>Clean-Up Call Option</b>	means the right of the Seller 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 in respect of which the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations is not more than 10 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables less the aggregate Participations on the Initial Cut-Off Date;
	<b>Closing Date</b>	means 11 June 2020 or such later date as may be agreed between the Issuer and the Manager;
+	<b>Code</b>	means the U.S. Internal Revenue Code of 1986 (as amended);
	<b>Code of Conduct</b>	means the Mortgage Code of Conduct ( <i>Gedragscode Hypothecaire Financieringen</i> ) introduced in January 2007 by the Dutch Association of Banks ( <i>Nederlandse Vereniging van Banken</i> );
+	<b>Collection Accounts</b>	means the bank accounts with ING Bank N.V. maintained by (i) NN Insurance Eurasia prior to the occurrence of a Trigger Event or (ii) the Collection Foundation after the occurrence of a Trigger Event, into which payments made by the relevant Borrowers under or in connection with the Mortgage Receivables will be paid;
	<b>Collection Foundation</b>	means Stichting Nationale-Nederlanden Hypotheek Incasso, a foundation ( <i>stichting</i> ) organised under the laws of the Netherlands and with its registered office in Amsterdam or its successor or successors;

	<b>Collection Foundation Accounts Pledge Agreement</b>	means the pledge agreement between NN Insurance Eurasia (as pledgor), the Collection Foundation (as pledgee) and ING Bank N.V. (as collection accounts provider) dated 31 August 2016;
	<b>Collection Foundation Agreements</b>	means the Collection Foundation Accounts Pledge Agreement and the Receivables Proceeds Distribution Agreement;
*	<b>Central Securities Depository</b>	means Euroclear Netherlands;
	<b>Conditions</b>	means the terms and conditions of the Notes set out in Schedule 5 to the Trust Agreement as from time to time modified in accordance with the Trust Agreement and, with respect to any Notes represented by a Global Note, as modified by the provisions of the relevant Global Note;
*	<b>Construction Deposit</b>	means in respect of a Mortgage Loan, that part of the Mortgage Loan which (a) prior to the Servicing Migration, the relevant Borrower requested to be disbursed into a blocked account held in his name with the Seller and (b) upon the Servicing Migration is not disbursed to the Borrower but withheld by the Seller, the proceeds of which may be applied towards construction of, or improvements to, the relevant Mortgaged Asset;
	<b>Construction Deposit Account</b>	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
	<b>Coupons</b>	means the interest coupons appertaining to the Notes;
	<b>CRA Regulation</b>	means Regulation (EC) No 1060/2009 of 16 September 2009 on credit rating agencies, as amended by Regulation EU No 462/2013 of 21 May 2013;
	<b>CRD</b>	means directive 2006/48/EC of the European Parliament and of the Council (as amended by directive 2009/111/EC);
	<b>CRD IV</b>	means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC;
	<b>Credit Rating Agency</b>	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 Fitch and DBRS;
	<b>Credit Rating Agency Confirmation</b>	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: <p>(a) a confirmation from each Credit Rating Agency that its then current credit ratings of the Class A Notes will not be adversely affected by or withdrawn as a result of the relevant matter (a confirmation);</p>

		<p>(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</p> <p>(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 credit ratings of the Class A 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:</p> <p>(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</p> <p>(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;</p>																				
	<b>CRR</b>	means regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending regulation (EU) No 648/2012;																				
	<b>CRR Assessment</b>	means the assessment made by PCS in relation to compliance with the criteria set forth in the CRR regarding STS securitisations;																				
*	<b>Current Loan to Indexed Market Value Ratio</b>	means the ratio calculated by dividing the Outstanding Principal Amount (less the amount of any Participation) of a Mortgage Receivable by the Indexed Market Value of the Mortgaged Asset;																				
	<b>Cut-Off Date</b>	means (i) in respect of the Mortgage Receivables purchased by the Issuer on the Closing Date, the Initial Cut-Off Date and (ii) in respect of a Further Advance Receivables the first day of the month in which the relevant Notes Payment Date on which such Further Advance Receivable is purchased, falls;																				
	<b>DBRS</b>	means DBRS Ratings Limited and in each case, any successor in their rating activity;																				
+	<b>DBRS Equivalent Chart</b>	<p>means:</p> <table border="1"> <thead> <tr> <th>DBRS</th> <th>Moody's</th> <th>S&amp;P</th> <th>Fitch</th> </tr> </thead> <tbody> <tr> <td>AAA</td> <td>Aaa</td> <td>AAA</td> <td>AAA</td> </tr> <tr> <td>AA (high)</td> <td>Aa1</td> <td>AA+</td> <td>AA+</td> </tr> <tr> <td>AA</td> <td>Aa2</td> <td>AA</td> <td>AA</td> </tr> <tr> <td>AA (low)</td> <td>Aa3</td> <td>AA-</td> <td>AA-</td> </tr> </tbody> </table>	DBRS	Moody's	S&P	Fitch	AAA	Aaa	AAA	AAA	AA (high)	Aa1	AA+	AA+	AA	Aa2	AA	AA	AA (low)	Aa3	AA-	AA-
DBRS	Moody's	S&P	Fitch																			
AAA	Aaa	AAA	AAA																			
AA (high)	Aa1	AA+	AA+																			
AA	Aa2	AA	AA																			
AA (low)	Aa3	AA-	AA-																			

		A (high)	A1	A+	A+
		A	A2	A	A
		A (low)	A3	A-	A-
		BBB (high)	Baa1	BBB+	BBB+
		BBB	Baa2	BBB	BBB
		BBB (low)	Baa3	BBB-	BBB-
		BB (high)	Ba1	BB+	BB+
		BB	Ba2	BB	BB
		BB (low)	Ba3	BB-	BB-
		B (high)	B1	B+	B+
		B	B2	B	B
		B (low)	B3	B-	B-
		CCC (high)	Caa1	CCC+	CCC
		CCC	Caa2	CCC	
		CCC (low)	Caa3	CCC-	
		CC	Ca	CC	
				C	
		D	C	D	D
+	<b>DBRS Equivalent Rating</b>	means with respect to the long-term senior debt ratings, (i) if a Fitch public rating, a Moody's public rating and an S&P public rating are all available, (a) the remaining rating (upon conversion on the basis of the DBRS Equivalent Chart) once the highest and lowest ratings have been excluded or (b) in the case of two or more same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart); (ii) if the DBRS Equivalent Rating cannot be determined under paragraph (i) above, but public ratings by any two of Fitch, Moody's and S&P are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and (iii) if the DBRS Equivalent Rating cannot be determined under paragraph (i) or paragraph (ii) above, and therefore only a public rating by one of Fitch, Moody's and S&P is available, such rating will be the DBRS Equivalent Rating (upon the conversion on the basis of the DBRS Equivalent Chart);			
	<b>Deed of Assignment and Pledge</b>	means a deed of assignment and pledge in the form set out in the Mortgage Receivables Purchase Agreement;			
	<b>Deferred Purchase Price</b>	means part of the purchase price for the Mortgage Receivables equal to the sum of all Deferred Purchase Price Instalments;			

*	<b>Deferred Purchase Price Instalment</b>	means on any payment date, 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;
	<b>Definitive Notes</b>	means Notes in definitive bearer form in respect of any Class of Notes in the form of Schedule 2 of the Trust Agreement representing the Notes;
+	<b>Deposit Agreement</b>	means the deposit agreement between the Seller, the Issuer, the Security Trustee and the Agent (as defined therein) dated the Closing Date;
+	<b>DGS</b>	means the deposit guarantee scheme ( <i>depositogarantiestelsel</i> ) within the meaning of the Wft;
	<b>Directors</b>	means the Issuer Director, the Shareholder Director and the Security Trustee Director collectively;
	<b>DNB</b>	means the Dutch central bank (De Nederlandsche Bank N.V.);
+	<b>Draft RTS Risk Retention</b>	means the EBA Final Draft Regulatory Technical Standards specifying the requirements for originators, sponsors and original lenders relating to risk retention pursuant to article 6(7) of Regulation (EU) 2017/2402 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation dated 31 July 2018;
	<b>DSA</b>	means the Dutch Securitisation Association;
+	<b>Dutch Civil Code</b>	means the <i>Burgerlijk Wetboek</i> ;
	<b>EBA</b>	means the European Banking Authority;
	<b>ECB</b>	means the European Central Bank;
+	<b>EEA</b>	means the European Economic Area;
	<b>EMMI</b>	means the European Money Markets Institute;
+	<b>EMU</b>	means the European Monetary Union;
+	<b>Enforcement Available Amount</b>	means amounts corresponding to the sum of:  (a) amounts recovered ( <i>verhaald</i> ) in accordance with article 3:255 of the Dutch Civil Code by the Security Trustee under any of the Pledge Agreements to which the Security Trustee is a party (i) on the Pledged Assets, other than the Savings Mortgage Receivables, the Switch Mortgage Receivables with a Savings Alternative and the Bank Savings Mortgage Receivables, including, without limitation, amounts recovered under or in connection with the trustee indemnification under the Mortgage Receivables Purchase Agreement; plus (ii) in respect of each Savings Mortgage Receivable, each Switch Mortgage

		<p>Receivables with a Savings Alternative and each Bank Savings Mortgage Receivable, including, without limitation, amounts recovered under or in connection with the trustee indemnification, but only to the extent such amounts exceed the Participation in such Savings Mortgage Receivable, Switch Mortgage Receivable with a Savings Alternative or Bank Savings Mortgage Receivable; and, without double counting,</p> <p>(b) any amounts received by the Security Trustee (i) in connection with the Parallel Debt and (ii) as creditor under the Mortgage Receivables Purchase Agreement in connection with the trustee indemnification, less a part pro rata to the proportion the aggregate Participation in all Savings Mortgage Receivables, Switch Mortgage Receivables with a Savings Alternative and Bank Savings Mortgage Receivables bears to the Outstanding Principal Amount of all Mortgage Receivables;</p> <p>in each case less the sum of (i) any amounts paid by the Security Trustee to the Secured Creditors, other than to the Participants, pursuant to the Trust Agreement and (ii) a part pro rata to the proportion of the aggregate Outstanding Principal Amount of all Mortgage Receivables minus the aggregate Participation in all Savings Mortgage Receivables, Switch Mortgage Receivables with a Savings Alternative and Bank Savings Mortgage Receivables bears to the aggregate Outstanding Principal Amount of all Mortgage Receivables of any cost, charges, liabilities and expenses (including, for the avoidance of doubt, any costs of the Credit Rating Agencies and any legal advisor, auditor and accountant appointed by the Security Trustee), incurred by the Security Trustee in connection with any of the Transaction Documents;</p>
	<b>Enforcement Date</b>	means the date of an Enforcement Notice;
	<b>Enforcement Notice</b>	means the notice delivered by the Security Trustee to the Issuer pursuant to Condition 10 ( <i>Events of Default</i> );
+	<b>Escrow List of Loans</b>	means, at the Closing Date, the list providing the details of the Mortgage Loans as set out in Schedule 1 to the Mortgage Receivables Purchase Agreement, and at each relevant Notes Payment Date, the list providing the details of the Mortgage Loans as set out in the relevant Deed of Assignment and Pledge, which list includes (i) the name and address of the Borrower and (ii) the address of the Mortgaged Asset, if different from (i), and which list shall be held in escrow by a civil law notary as further set out in the Mortgage Receivables Purchase Agreement;
	<b>ESMA</b>	means the European Securities and Markets Authority;
+	<b>Estimated Collected Transfer Amount</b>	has the meaning ascribed thereto in section 5.1 ( <i>Available Funds</i> ) of this Prospectus;
	<b>EU</b>	means the European Union;
	<b>EUR, euro or €</b>	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;

*	<b>Euribor</b>	means the Euro Interbank Offered Rate or any replacement reference rate as agreed with the Issuer Account Bank in accordance with the Issuer Account Agreement or the Cash Advance Facility Provider in accordance with the Cash Advance Facility Agreement, as the case may be;
	<b>Euroclear Netherlands</b>	means Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.;
	<b>Euronext Amsterdam</b>	means Euronext in Amsterdam;
	<b>Eurosystem Eligible Collateral</b>	means collateral recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem;
	<b>Events of Default</b>	means any of the events specified as such in Condition 10 ( <i>Events of Default</i> );
	<b>Exchange Date</b>	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;
	<b>Extraordinary Resolution</b>	has the meaning ascribed thereto in Condition 14 ( <i>Meetings of Noteholders; Modification; Consents; Waiver</i> );
	<b>FATCA</b>	means the United States Foreign Account Tax Compliance Act of 2009;
+	<b>FATCA Withholding</b>	means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and any other jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement);
	<b>Final Maturity Date</b>	means the Notes Payment Date falling in June 2052;
+	<b>Financial Cash Collateral Account</b>	means the financial cash collateral account, if any, designated as such in the Issuer Account Agreement created for the purpose of recording amounts pursuant to the Financial Collateral Agreement comprising two ledgers, the Set-Off Collateral Ledger and the Other Claim Collateral Ledger, in accordance with the Administration Agreement;
+	<b>Financial Collateral Agreement</b>	means a financial collateral agreement between the Issuer, the Seller and the Security Trustee which may be entered into after the Closing Date;
	<b>First Optional Redemption Date</b>	means the Notes Payment Date falling in September 2026;
	<b>Fitch</b>	means Fitch Deutschland GmbH, and includes any successor to its rating business;
	<b>Foreclosure Value</b>	means the foreclosure value of the Mortgaged Asset;

	<b>Further Advance</b>	means a loan or a further advance to be made to a Borrower under a Mortgage Loan, which is secured by the same Mortgage;
+	<b>Further Advance Initial Purchase Price</b>	means, in respect of a Further Advance Receivable the Outstanding Principal Amount on the date the relevant Further Advance was granted;
+	<b>Further Advance Purchase Period</b>	means the period commencing on (and including) the Closing Date and ending on the earlier of (i) the First Optional Redemption Date, (ii) the date on which an Event of Default in respect of the Issuer has occurred which is continuing, (iii) an Assignment Notification Event having occurred which is continuing, (iv) the date there is a debit balance on the Class A Principal Deficiency Ledger, and (v) the date on which the appointment of NN Bank as Servicer is terminated (other than a voluntary termination by NN Bank as Servicer in accordance with the terms and conditions of the Servicing Agreement);
	<b>Further Advance Receivable</b>	means the Mortgage Receivable resulting from a Further Advance;
	<b>Global Note</b>	means any Temporary Global Note or Permanent Global Note;
	<b>Higher Ranking Class</b>	means, in respect of any Class of Notes, each Class of Notes which has not been previously redeemed or written off in full and which ranks higher in priority to it in the Post-Enforcement Priority of Payments;
	<b>Indexed Market Value</b>	means, the market value calculated by indexing the Original Market Value of the Mortgaged Asset with a property price index (weighted average of houses and apartments prices), as provided by the Land Registry for the province where the property is located;
	<b>Initial Bank Savings Participation</b>	means, an amount equal to the balance of the relevant Bank Savings Account with accrued interest up to (a) in respect of Bank Savings Mortgage Receivables purchased on the Closing Date, the Initial Cut-Off Date or (b) in respect of a Further Advance Receivables purchased on any Notes Payment Date, the relevant Cut-Off Date or (c) in respect of a Savings Switch, the first day of the month in which the Savings Switch falls;
	<b>Initial Cut-Off Date</b>	means 31 May 2020;
	<b>Initial Insurance Savings Participation</b>	means the sum of the aggregate Savings Premia with accrued interest up to (a) in respect of Savings Mortgage Receivables and Switch Mortgage Receivables with a Savings Alternative, purchased on the Closing Date, on the Initial Cut-Off Date or (b) or in case of a Further Advance Receivable purchased on any Notes Payment Date, the relevant Cut-Off Date or (c) or in respect of a Savings Switch, the first day of the month, in which the Savings Switch falls;
*	<b>Initial Purchase Price</b>	means the aggregate Outstanding Principal Amount of the Mortgage Receivables on the Initial Cut-Off Date;
	<b>Initial Savings Participation</b>	means an Initial Bank Savings Participation and/or an Initial Insurance Savings Participation;
	<b>Insurance Policy</b>	means a Life Insurance Policy and/or a Risk Insurance Policy and/or Savings Insurance Policy and/or Switch Insurance Policy;



	<b>Insurance Savings Participant</b>	means NN Leven;
	<b>Insurance Savings Participation</b>	means, on any Mortgage Calculation Date, in respect of each Savings Mortgage Receivable and each Switch Mortgage Receivable with a Savings Alternative, an amount equal to the sum of (i) the Initial Insurance Savings Participation in respect of such Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative and (ii) the Insurance Savings Participation Increase up to (and including) the Mortgage Calculation Period immediately preceding such Mortgage Calculation Date, whereby the sum of (i) and (ii) does not exceed the Outstanding Principal Amount of such Savings Mortgage Receivable or Switch Mortgage Receivable with a Savings Alternative;
	<b>Insurance Savings Participation Agreement</b>	means the insurance savings participation agreement between the Issuer and the Insurance Savings Participant and the Security Trustee dated the Closing Date;
*	<b>Insurance Savings Participation Increase</b>	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;  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 Switch Mortgage Receivable with a Savings Alternative from the Insurance Savings Participant; and  I = the amount of interest due by the Borrower on the relevant Savings Mortgage Receivable or the relevant Switch Mortgage Receivable with a Savings Alternative and actually received by the Issuer in respect of such Mortgage Calculation Period;
+	<b>Insurance Savings Participation Redemption Available Amount</b>	has the meaning ascribed thereto in section 7.6 ( <i>Sub-Participation</i> ) of this Prospectus;
*	<b>Interest Period</b>	means the period from (and including) the Closing Date to (but excluding) the Notes Payment Date falling in July 2020 and each successive period from (and including) a Notes Payment Date to (but excluding) the next succeeding Notes Payment Date;
	<b>Interest-only Mortgage Loan</b>	means a mortgage loan or Loan Part in respect of which the Borrower is not required to repay principal until maturity;
N/A	<b>Interest-only Mortgage Receivable</b>	
+	<b>Investment Company Act</b>	means the Investment Company Act of 1940, as amended;
	<b>Investor Report</b>	means any of (i) the Notes and Cash Report and (ii) the Portfolio and Performance Report;
	<b>Issuer</b>	means Hypenn RMBS VII B.V, a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) incorporated under Dutch law and established in Amsterdam, the Netherlands;

	<b>Issuer Account Agreement</b>	means the issuer account agreement between the Issuer, the Security Trustee and the Issuer Account Bank dated the Closing Date;
	<b>Issuer Account Bank</b>	means BNG Bank;
	<b>Issuer Accounts</b>	means any of the Issuer Transaction Accounts, the Construction Deposit Account and the Financial Cash Collateral Account;
	<b>Issuer Administrator</b>	means NN Bank;
	<b>Issuer Collection Account</b>	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
	<b>Issuer Director</b>	means Intertrust Management B.V.;
	<b>Issuer Management Agreement</b>	means the issuer management agreement between the Issuer, the Issuer Director and the Security Trustee dated the Closing Date;
	<b>Issuer Mortgage Receivables Pledge Agreement</b>	means the mortgage receivables pledge agreement between the Issuer and the Security Trustee dated the Closing Date;
	<b>Issuer Rights</b>	means any and all rights of the Issuer under and in connection with the Mortgage Receivables Purchase Agreement, the Issuer Account Agreement including the balance on the Issuer Accounts, the Servicing Agreement, the Participation Agreements, the Administration Agreement, the Cash Advance Facility Agreement, the Paying Agency Agreement and the Receivables Proceeds Distribution Agreement;
	<b>Issuer Rights Pledge Agreement</b>	means the issuer rights pledge agreement between, amongst others, the Issuer, the Security Trustee, the Seller and the Servicer dated the Closing Date pursuant to which a right of pledge is created in favour of the Security Trustee over the Issuer Rights;
+	<b>Issuer Services</b>	means the services to be provided by the Issuer Administrator to the Issuer and the Security Trustee as set out in the Administration Agreement;
	<b>Issuer Transaction Account</b>	means any of the Issuer Collection Account and the Reserve Account;
+	<b>Joint Security Right Arrangements</b>	has the meaning ascribed thereto in section 1 (Risk Factors) of this Prospectus;
	<b>Land Registry</b>	means the Dutch land registry ( <i>het Kadaster</i> )
	<b>Life Insurance Policy</b>	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;
	<b>Life Mortgage Loan</b>	means a mortgage loan or Loan Part in respect of which the Borrower is not required to repay principal until maturity, but instead pays on a monthly basis a premium to NN Leven;
	<b>Life Mortgage Receivable</b>	means the Mortgage Receivable resulting from a Life Mortgage Loan;

	<b>Linear Mortgage Loan</b>	means a mortgage loan or Loan Part 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;
N/A	<b>Linear Mortgage Receivable</b>	
	<b>Listing Agent</b>	means ABN AMRO;
+	<b>Loan Files</b>	means the file or files relating to each Mortgage Loan containing, <i>inter alia</i> , (i) all material correspondence relating to that Mortgage Loan, the Mortgage and the Borrower Pledge; and (ii) a certified copy of the Mortgage Deed;
	<b>Loan Parts</b>	means one or more of the loan parts ( <i>leningdelen</i> ) of which a mortgage loan consists;
	<b>Local Business Day</b>	has the meaning ascribed thereto in Condition 5 ( <i>Payment</i> );
	<b>MAD Regulations</b>	means the Market Abuse Directive, the Market Abuse Regulation and the Dutch implementation legislation pertaining thereto;
	<b>Management Agreement</b>	means any of (i) the Issuer Management Agreement, (ii) the Shareholder Management Agreement and (iii) the Security Trustee Management Agreement;
*	<b>Manager</b>	means NN Bank;
	<b>Market Abuse Directive</b>	means Directive 2014/57/EU of 16 April 2014;
	<b>Market Abuse Regulation</b>	means Regulation (EU) No 596/2014 of 16 April 2014;
*	<b>Market Value</b>	means (i) the market value ( <i>marktwaarde</i> ) 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, prior to the Servicing Migration, construction costs which do not qualify as a refurbishment or enlargement of the building lot, are capped at 20% of the total construction costs;
+	<b>Markets in Financial Instruments Directive</b>	means Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004, as the same may be amended;
	<b>Master Definitions Agreement</b>	means the master definitions agreement between, amongst others, the Seller, the Issuer and the Security Trustee dated the Closing Date;
	<b>MiFID II</b>	means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments;
	<b>Mortgage</b>	means a mortgage right ( <i>hypotheekrecht</i> ) securing the relevant Mortgage Receivables;
*	<b>Mortgage Calculation Date</b>	means a Business Day after the last day of each Mortgage Calculation Period and before the Mortgage Collection Payment Date;

	<b>Mortgage Calculation Period</b>	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 Initial Cut-Off Date and ends on (and includes) the last day of June 2020;
	<b>Mortgage Collection Payment Date</b>	means the 2nd Business Day of each calendar month;
	<b>Mortgage Conditions</b>	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;
	<b>Mortgage Credit Directive</b>	means Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010
	<b>Mortgage Deeds</b>	means notarially certified copies of the notarial deeds constituting the Mortgage Loans which may be held in electronic form by the Seller;
+	<b>Mortgage Interest Rates</b>	means the rate(s) of interest from time to time chargeable to Borrowers in respect of the Mortgage Receivables;
	<b>Mortgage Loan Criteria</b>	means the criteria relating to the Mortgage Loans set forth as such in section 7.3 ( <i>Mortgage Loan Criteria</i> ) of this Prospectus;
	<b>Mortgage Loan Services</b>	means the services to be provided by the Servicer to the Issuer and the Security Trustee with respect to the Mortgage Receivables, as set out in the Servicing Agreement;
*	<b>Mortgage Loans</b>	means (i) the mortgage loans granted by the Amstelhuys N.V. (which merged into the Seller) to the relevant borrowers which may consist of one or more Loan Parts as set forth in the list of loans attached to the Mortgage Receivables Purchase Agreement and (ii), after any purchase and assignment of any Further Advance Receivables has taken place in accordance with the Mortgage Receivables Purchase Agreement, the relevant Further Advances, to the extent any and all rights under and in connection therewith are not retransferred or otherwise disposed of by the Issuer;
	<b>Mortgage Receivable</b>	means any and all rights of the 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 Seller (or the Issuer after assignment) on the Borrower as a result of the Mortgage Loan being terminated, dissolved or declared null and void;
	<b>Mortgage Receivables Purchase Agreement</b>	means the mortgage receivables purchase agreement between the Seller, the Issuer and the Security Trustee dated the Closing Date;
	<b>Mortgage-Backed Notes</b>	means the Class A Notes and the Class B Notes;
	<b>Mortgaged Asset</b>	means (i) a real property ( <i>onroerende zaak</i> ), (ii) an apartment right ( <i>appartementsrecht</i> ) or (iii) a long lease ( <i>erfpachtsrecht</i> ) situated in the Netherlands on which a Mortgage is vested;

	<b>Most Senior Class of Notes</b>	means such Class of Notes which has not been previously redeemed or written off in full and which ranks higher in priority than any other Class of Notes in the Post-Enforcement Priority of Payments;
	<b>Net Foreclosure Proceeds</b>	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 any fire insurance policy and Insurance Policy, (iv) the proceeds of any 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, less (vi) any amounts required to be repaid to Stichting WEW pursuant to the NHG Conditions in connection with an advance payment received as a result of the exercise of the NHG Advance Right;
+	<b>NHG</b>	means the NHG Guarantee ( <i>Nationale Hypotheek Garantie</i> );
+	<b>NHG Advance Rights</b>	means in respect of a NHG Mortgage Receivable all rights vis-à-vis Stichting WEW pursuant to the NHG Conditions to receive an advance payment of expected loss, subject to certain conditions being met in respect of such NHG Mortgage Receivable;
	<b>NHG Conditions</b>	means the terms and conditions ( <i>voorwaarden en normen</i> ) of the NHG Guarantee as set by Stichting WEW and as amended from time to time;
	<b>NHG Guarantee</b>	means a guarantee ( <i>borgtocht</i> ) under the NHG Conditions granted by Stichting WEW;
*	<b>NHG Mortgage Loan</b>	means a Mortgage Loan that is listed as having the benefit of an NHG Guarantee in the list of loans attached to relevant Deed of Assignment and Pledge;
	<b>NHG Mortgage Receivable</b>	means a Mortgage Receivable resulting from an NHG Mortgage Loan;
+	<b>NN Bank</b>	means Nationale-Nederlanden Bank N.V., a public company incorporated under Dutch law and established in 's-Gravenhage, the Netherlands, as legal successor of Amstelhuys N.V. which merged into Nationale-Nederlanden Bank N.V. on 1 December 2019;
+	<b>NN Group</b>	means the Seller together with (i) its holding company, (ii) its subsidiaries and (iii) any other affiliated company as set out in the published accounts of any such company, but excluding any entities that are in the business of investing in securities and whose investment decisions are taken independently of, and at arm's length from, the Seller;
+	<b>NN Insurance Eurasia</b>	means NN Insurance Eurasia N.V., a public company incorporated under Dutch law and established in Amsterdam, the Netherlands;
+	<b>NN Leven</b>	means Nationale-Nederlanden Levensverzekering Maatschappij N.V., a public company incorporated under Dutch law and established in Rotterdam, the Netherlands, as legal successor of Delta Lloyd Levensverzekering N.V. which merged into Nationale-Nederlanden Levensverzekering Maatschappij N.V. on 1 January 2019;
	<b>Non-Permitted Mortgage Loan Amendment</b>	means an amendment of the terms of the relevant Mortgage Loan, or part of such relevant Mortgage Loan, as a result of which such relevant Mortgage Loan no longer meets certain criteria (including the Mortgage

		Loan Criteria) set forth in the Mortgage Receivables Purchase Agreement, except if such Mortgage Loan Amendment is made (a) as part of the Foreclosure Procedures to be complied with upon a default by the Borrower under the Mortgage Loan or is otherwise made as part of a restructuring, forbearances or renegotiation of such Mortgage Loan due to a deterioration of the credit quality of the Borrower of such Mortgage Loan, or (b) as part of any forbearances granted in connection with COVID-19;
	<b>Noteholders</b>	means the persons who for the time being are the holders of the Notes;
	<b>Notes</b>	means the Mortgage-Backed Notes and the Class C Notes;
	<b>Notes and Cash Report</b>	means the report which will be published monthly by the Issuer, or the Issuer Administrator on its behalf, and which report will comply with the standard of the DSA;
+	<b>Notes Calculation Date</b>	means, in relation to a Notes Payment Date, the fourth Business Day prior to such Notes Payment Date;
+	<b>Notes Calculation Period</b>	means, in respect of a Notes Calculation Date, the Mortgage Calculation Period immediately preceding such Notes Calculation Date;
*	<b>Notes Payment Date</b>	means the 17th day of each calendar month 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, provided that the first Notes Payment Date will fall in July 2020;
	<b>Notes Purchase Agreement</b>	means the notes purchase agreement relating to the Notes between the Issuer and NN Bank dated the Closing Date;
	<b>Optional Redemption Date</b>	means any Notes Payment Date from (and including) the First Optional Redemption Date up to (and excluding) the Final Maturity Date;
	<b>Original Foreclosure Value</b>	means the Foreclosure Value of the Mortgaged Asset as assessed by the Seller at the time of granting the Mortgage Loan;
	<b>Original Market Value</b>	means the Market Value of the Mortgaged Asset as assessed by the Seller at the time of granting the Mortgage Loan;
*	<b>Other Claim</b>	means any claim of the Seller, as applicable, against the Borrower, other than the Mortgage Receivable, which is secured by the Mortgage and/or Borrower Pledge;
+	<b>Other Claim Amount</b>	means the aggregate amount of the Other Claims;
+	<b>Other Claim Collateral Amount</b>	means the amount by which the Other Claim Amount related to the Mortgage Receivables exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations;
+	<b>Other Claim Collateral Ledger</b>	means the ledger created for the purpose of crediting or debiting any Other Claim Collateral Amount in accordance with the Administration Agreement;

+	<b>Other Claim Loss Amount</b>	means any Realised Loss as a result of a breach by the Seller of the Joint Security Right Arrangements or as a result of such arrangements being dissolved, void, nullified or ineffective for any reason;
	<b>Outstanding Principal Amount</b>	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) of the definition in respect of such Mortgage Receivable, zero;
	<b>Parallel Debt</b>	has the meaning ascribed thereto in section 4.7 ( <i>Security</i> ) of this Prospectus;
	<b>Parallel Debt Agreement</b>	means the parallel debt agreement between, amongst others, the Issuer, the Security Trustee and the Secured Creditors (other than the Noteholders) dated the Closing Date;
*	<b>Participants</b>	means the Bank Savings Participant and the Insurance Savings Participant;
	<b>Participation</b>	means, in respect of each Savings Mortgage Receivable and each Switch Mortgage Receivable with a Savings Alternative, the Insurance Savings Participation and in respect of each Bank Savings Mortgage Receivable, the Bank Savings Participation;
	<b>Participation Agreements</b>	means the Bank Savings Participation Agreement and the Insurance Savings Participation Agreement;
+	<b>Participation Enforcement Available Amount</b>	<p>means amounts corresponding to the sum of:</p> <p>(i) amounts equal to the Participation in each Savings Mortgage Receivable, Switch Mortgage Receivable with a Savings Alternative or Bank Savings Mortgage Receivable or, if the amount recovered is less than the Participation, an amount equal to the amount actually recovered, including, without limitation, amounts recovered under or in connection with the trustee indemnification under the Mortgage Receivables Purchase Agreement; and,</p> <p>(ii) part of any amounts received by the Security Trustee (i) in connection with the Parallel Debt and (ii) as creditor under the Mortgage Receivables Purchase Agreement under or in connection with the trustee indemnification, whereby the relevant part will be equal to a part pro rata to the proportion the aggregate Participation in all Savings Mortgage Receivables, Switch Mortgage Receivables with a Savings Alternative or Bank Savings Mortgage Receivables bears to the Outstanding Principal Amount of all Mortgage Receivables:</p> <p>in each case less the sum of (i) any amount paid by the Security Trustee to the Participants pursuant to the Parallel Debt Agreement and (ii) a part pro rata to the proportion the aggregate Participation in all Savings Mortgage Receivables, Switch Mortgage Receivables with a Savings Alternative and Bank Savings Mortgage Receivables bears to the Outstanding Principal Amount of all Mortgage Receivables of any cost, charges, liabilities and expenses (including, for the avoidance of doubt, any costs of the Credit Rating Agencies and any legal advisor, auditor and accountant appointed by the Security Trustee), incurred by the Security Trustee, in connection with any of the Transaction Documents;</p>

*	<b>Participation Fraction</b>	means in respect of each Savings Mortgage Receivable, each Switch Mortgage Receivable with a Savings Alternative and each 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 Receivables, Switch Mortgage Receivables with a Savings Alternative and Bank Savings Mortgage Receivable, on the first day of the relevant Mortgage Calculation Period;
+	<b>Participation Increase</b>	means the Bank Savings Participation Increase and/or the Insurance Savings Participation Increase;
	<b>Participation Redemption Available Amount</b>	means any of the Bank Savings Participation Redemption Available Amount and the Insurance Savings Participation Redemption Available Amount;
	<b>Paying Agency Agreement</b>	means the paying agency agreement between the Issuer, the Paying Agent and the Security Trustee dated the Closing Date;
	<b>Paying Agent</b>	means ABN AMRO;
+	<b>PCS</b>	means Prime Collateralised Securities (PCS) EU SAS;
	<b>Permanent Global Note</b>	means a permanent global note in respect of a Class of Notes;
	<b>Pledge Agreements</b>	means the Issuer Mortgage Receivables Pledge Agreement and the Issuer Rights Pledge Agreement;
	<b>Pledge Notification Event</b>	means any of the events specified in Clause 5.1 of the Issuer Rights Pledge Agreement;
	<b>Pledged Assets</b>	means the Mortgage Receivables, the NHG Advance Rights, the Beneficiary Rights and the Issuer Rights;
	<b>Portfolio and Performance Report</b>	means the report which will be published monthly by the Issuer, or the Issuer Administrator on its behalf, and which report will comply with the standard of the DSA;
	<b>Post-Enforcement Priority of Payments</b>	means the priority of payments as set out as such in section 5.2 ( <i>Priorities of Payments</i> ) of this Prospectus;
+	<b>Post-Foreclosure Proceeds</b>	means any amounts received, recovered or collected from a Borrower in respect of a Mortgage Receivable in addition to Net Foreclosure Proceeds, whether in relation to principal, interest or otherwise, following completion of foreclosure on the Mortgage, the Borrower Pledges and other collateral securing the Mortgage Receivable;
+	<b>Potential Set-Off Amount</b>	means on any Notes Payment Date an amount equal to: <ul style="list-style-type: none"> <li>(i) prior to the notification of the Borrowers of the assignment of the Mortgage Receivables to the Issuer, the sum of all amounts in respect of the Mortgage Receivables, which amounts are, in respect of each Mortgage Receivable separately, the lower of: <ul style="list-style-type: none"> <li>(a) the aggregate deposits (other than Construction Deposits and/or Bank Savings Deposits), to the extent they exceed the amount claimable under the DGS, held by the Borrower of the</li> </ul> </li> </ul>



		<p>Mortgage Receivable(s) with the Seller on the last day of the immediately preceding Notes Calculation Period; and</p> <p>(b) the aggregate Outstanding Principal Amount of such Mortgage Receivable(s) on the last day of the immediately preceding Notes Calculation Period, and</p> <p>(ii) after the notification of the Borrowers of the assignment of the Mortgage Receivables to the Issuer, the sum of all amounts in respect of the Mortgage Receivables, which amounts are, in respect of each Mortgage Receivable separately, the lower of:</p> <p>(a) the aggregate deposits (other than Construction Deposits and/or Bank Savings Deposits), to the extent they exceed the amount claimable under the DGS, held by such Borrower with the Seller on the last day of the immediately preceding Notes Calculation Period;</p> <p>(b) the aggregate Outstanding Principal Amount of such Mortgage Receivable(s) on the last day of the immediately preceding Notes Calculation Period; and</p> <p>(c) the aggregate deposits (other than Construction Deposits and/or Bank Savings Deposits), to the extent they exceed the amount claimable under the DGS, held by such Borrower with the Seller on the date the relevant Borrower is notified of the assignment of the Mortgage Receivable(s) to the Issuer;</p>
+	<b>Potential Set-Off Collateral Amount</b>	means the amount by which the Potential Set-Off Amount exceeds 0.35 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables less the aggregate Participations;
	<b>Prepayment Penalties</b>	means any prepayment penalties ( <i>boeterente</i> ) 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;
+	<b>Previous Transaction Issuers</b>	means Hypenn RMBS I B.V., Hypenn RMBS II B.V., Hypenn RMBS III B.V., Hypenn RMBS IV B.V., Hypenn RMBS V B.V., Hypenn RMBS VI B.V. and NN Conditional Pass-Through Covered Bond Company B.V.;
+	<b>Previous Transaction Security Trustees</b>	means Stichting Security Trustee Hypenn RMBS I, Stichting Security Trustee Hypenn RMBS II, Stichting Security Trustee Hypenn RMBS III, Stichting Security Trustee Hypenn RMBS IV, Stichting Security Trustee Hypenn RMBS V, Stichting Security Trustee Hypenn RMBS VI and Stichting Security Trustee NN Conditional Pass-Through Covered Bond Company;
	<b>PRIIPs Regulation</b>	means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs)
	<b>Principal Amount Outstanding</b>	has the meaning ascribed thereto in Condition 6(g) ( <i>Definitions</i> );
	<b>Principal Deficiency</b>	means the debit balance, if any, of the relevant sub-ledger of the Principal Deficiency Ledger;

*	<b>Principal Deficiency Ledger</b>	means the principal deficiency ledger relating to the relevant Classes of Mortgage-Backed Notes and comprising two sub-ledgers for each such Class of Mortgage-Backed Notes;
	<b>Principal Shortfall</b>	means, with respect to any Notes Payment Date, an amount equal to (i) the balance of the relevant sub-ledger of the Principal Deficiency Ledger of the relevant Class of Mortgage-Backed divided by (ii) the number of Notes of the relevant Class of Mortgage-Backed Notes on such Notes Payment Date;
	<b>Priority of Payments</b>	means any of the Revenue Priority of Payments, the Redemption Priority of Payments and the Post-Enforcement Priority of Payments;
	<b>Prospectus</b>	means this prospectus dated 11 June 2020 relating to the issue of the Notes;
	<b>Prospectus Regulation</b>	means Regulation (EU) 2017/1129 of the European Parliament and of the Council on 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC;
	<b>Provisional Pool</b>	the provisional pool of Mortgage Loans which was selected as of the close of business on 31 March 2020 and which Mortgage Loans meet the Mortgage Loan Criteria;
+	<b>Purchase Conditions</b>	means the conditions specified as such in section 7.4 ( <i>Portfolio Conditions</i> ) of this Prospectus;
	<b>Realised Loss</b>	has the meaning ascribed thereto in section 5.3 ( <i>Loss Allocation</i> ) of this Prospectus;
	<b>Receivables Proceeds Distribution Agreement</b>	means the receivables proceeds distribution agreement between, amongst others, NN Bank, NN Insurance Eurasia, the Collection Foundation, the Issuer, the Security Trustee, the Previous Transaction Issuers and the Previous Transaction Security Trustees dated 31 August 2016;
	<b>Redemption Amount</b>	means the principal amount redeemable in respect of each Note as described in Condition 6 ( <i>Redemption</i> );
	<b>Redemption Priority of Payments</b>	means the priority of payments set out as such in section 5.2 ( <i>Priorities of Payments</i> ) in this Prospectus;
N/A	<b>Reference Agent</b>	
	<b>Regulation S</b>	means Regulation S of the Securities Act;
	<b>Regulatory Call Option</b>	means the right of the Seller to repurchase and accept reassignment of all (but not only part) of the Mortgage Receivables, which right may be exercised on any Notes Payment Date upon the occurrence of a Regulatory Change;
	<b>Regulatory Change</b>	means a change published on or after the Closing Date in Basel II, Basel III, CRD IV or CRR or in the international, European or Dutch regulations, rules and instructions (which includes the solvency regulation on securitisation of the Dutch Central Bank) (the " <b>Bank Regulations</b> ") applicable to the Seller (including any change in the Bank Regulations enacted for purposes of implementing a change to Basel II, Basel III,

		CRD IV or CRR) or a change in the manner in which the Basel II, Basel III, CRD IV or CRR 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) which, in the opinion of the Seller, has the effect of adversely affecting the rate of return on capital of the Seller or increasing the cost or reducing the benefit to the Seller with respect to the transaction contemplated by the Notes;
	<b>Relevant Class</b>	has the meaning ascribed thereto in Condition 10 ( <i>Events of Default</i> );
	<b>Relevant Remedy Period</b>	means (a) in case of a loss of the Requisite Credit Rating by DBRS, thirty (30) calendar days and/or (b) in case of a loss of the Requisite Credit Rating by Fitch, twelve (12) calendar days;
N/A	<b>Reporting Entity</b>	
	<b>Requisite Credit Rating</b>	means the rating of (i) 'A' (long-term rating) by DBRS or if DBRS has not assigned a credit rating to the relevant entity, the DBRS Equivalent Rating, and (ii) 'F1' (short-term issuer default rating) or 'A' (long-term issuer default rating) by Fitch;
	<b>Reserve Account</b>	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
	<b>Reserve Account Target Level</b>	means an amount equal to (a) EUR 2,100,000 and (b) on the Notes Payment Date on which the Class A Notes have been or are to be redeemed in full, zero;
+	<b>Restructured Borrower</b>	means any Borrower who has undergone a forbearance measure in accordance with the Seller's internal policies in the last three years prior to (i) the Initial Cut-Off Date in respect of Mortgage Receivables that will be purchased on the Closing Date or, as applicable, (ii) the relevant Cut-Off Date in respect of Mortgage Receivables that will be purchased on a Notes Payment Date;
	<b>Revenue Priority of Payments</b>	means the priority of payments set out in section 5.2 ( <i>Priorities of Payments</i> ) of this Prospectus;
	<b>Revenue Shortfall Amount</b>	means, on any Notes Payment Date, after the application of amounts available for such purpose from the Reserve Account, the amount by which the Available Revenue Funds falls short for the Issuer to pay item (a) up to and including item (e) of the Revenue Priority of Payments and after redemption in full of the Class A Notes, the item in the Revenue Priority of Payments relating to the payment of interest of the Most Senior Class of Notes;
	<b>Risk Insurance Policy</b>	means the risk insurance ( <i>risicoverzekering</i> ) which pays out upon the death of the life insured, taken out by a Borrower with NN Leven or any insurance company established in the Netherlands;
	<b>RMBS Standard</b>	means the residential mortgage-backed securities standard created by the DSA, as amended from time to time;
	<b>RTS Homogeneity</b>	means the Commission Delegated Regulation (EU) of 28 May 2019 supplementing Regulation (EU) 2017/2402 of the European Parliament

		and of the Council with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation;
+	<b>Savings Alternative</b>	means the alternative under a Switch Insurance Policy under which a certain pre-agreed amount to be received upon payout of the policy with, in such case, NN Leven and the Savings Premium is applied towards the Switch Insurance Policy;
*	<b>Savings Insurance Policy</b>	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 with a savings element with an agreed interest rate which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life;
*	<b>Savings Mortgage Loan</b>	means a mortgage loan or Loan Part 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 Insurance Savings Participant under a Savings Insurance Policy;
*	<b>Savings Mortgage Receivable</b>	means the Mortgage Receivable resulting from a Savings Mortgage Loan;
*	<b>Savings Premium</b>	means the savings part of the premium due and any extra saving amounts paid by the relevant Borrower, if any, to NN Leven on the basis of the Savings Insurance Policy;
+	<b>Savings Switch</b>	means (a) in respect of a Switch Mortgage Receivable, a switch from a Unit-linked Alternative to a Savings Alternative under a Switch Mortgage Loan, (b) in respect of a Savings Mortgage Receivable, a switch from any type of Mortgage Loan into a Savings Mortgage Loan and (c) in respect of a Bank Savings Mortgage Receivable, a switch from any type of Mortgage Loan into a Bank Savings Mortgage Loan;
	<b>Secured Creditors</b>	means (i) the Directors, (ii) the Servicer, (iii) the Issuer Administrator, (iv) the Back-Up Issuer Administrator, (v) the Paying Agent, (vi) the Cash Advance Facility Provider, (vii) the Issuer Account Bank, (viii) the Noteholders, (ix) the Seller, (x) the Bank Savings Participant, (xi) the Insurance Savings Participant and (xii) any other party designated by the Security Trustee as Secured Creditor;
+	<b>Secured Liabilities</b>	means any and all liabilities (whether actual or contingent), whether principal, interest or otherwise, to the extent such liabilities result in a claim for payment of money ( <i>geldvordering</i> ), which are now or may at any time hereafter be due, owing or payable (i) from or by the Issuer to the Security Trustee resulting from or in connection with the Parallel Debt Agreement and (ii) from or by the Issuer to the Security Trustee resulting from or in connection with any of the other Transaction Documents;
	<b>Securities Act</b>	means the United States Securities Act of 1933 (as amended);
	<b>Securitisation Regulation</b>	means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012

	<b>Security</b>	means any and all security interest created pursuant to the Pledge Agreements;
	<b>Security Trustee</b>	means Stichting Security Trustee Hypenn RMBS VII, a foundation ( <i>stichting</i> ) organised under Dutch law and established in Amsterdam, the Netherlands;
	<b>Security Trustee Director</b>	means Erevia B.V.;
	<b>Security Trustee Management Agreement</b>	means the security trustee management agreement between the Security Trustee, the Security Trustee Director and the Issuer dated the Closing Date;
	<b>Seller</b>	means NN Bank as legal successor of Amstelhuys N.V.;
+	<b>Seller Bank Account</b>	means a bank account indicated by the Seller at such time;
	<b>Servicer</b>	means NN Bank;
	<b>Servicing Agreement</b>	means the servicing agreement between the Servicer, the Issuer and the Security Trustee dated the Closing Date;
+	<b>Servicing Migration</b>	means the envisaged termination of the performance of the Mortgage Loan Services by Stater Nederland B.V. and the transfer of the Mortgage Loan Services to the Seller in respect of all mortgage receivables resulting from mortgage loans granted by Amstelhuys N.V. including the Mortgage Receivables;
+	<b>Set-Off Amount</b>	means, in respect of any Mortgage Receivable, an amount equal to the full amount due in respect of such Mortgage Receivable in respect of the Notes Calculation Period immediately preceding such Notes Payment Date, if and to the extent the Issuer, as a result of the fact that a Borrower has invoked a right of set-off for amounts due by the Seller to it and the Seller has not reimbursed the Issuer for such amount on the relevant Notes Payment Date, has not received such amount in respect of the Notes Calculation Period immediately preceding such Notes Payment Date;
+	<b>Set-Off Collateral Ledger</b>	means the ledger created for the purpose of crediting or debiting any Potential Set-Off Amount in accordance with the Administration Agreement;
	<b>Shareholder</b>	means Stichting Holding Hypenn RMBS VII, a foundation ( <i>stichting</i> ) organised under Dutch law and established in Amsterdam, the Netherlands;
	<b>Shareholder Director</b>	means Intertrust Management B.V.;
	<b>Shareholder Management Agreement</b>	means the shareholder management agreement between the Shareholder, the Shareholder Director and the Security Trustee dated the Closing Date;
+	<b>Solvency II</b>	means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of Insurance and Reinsurance;
	<b>Solvency II Regulation</b>	means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament

		and of the Council on the taking-up and pursuit of Insurance and Reinsurance;
+	<b>Special Measures Financial Institutions Act</b>	means <i>Wet bijzondere maatregelen financiële ondernemingen</i> and the rules and regulations promulgated pursuant thereto as implemented in the Wft;
N/A	<b>SR Repository</b>	
	<b>SRM</b>	means the single resolution mechanism and a single bank resolution fund pursuant to the SRM Regulation;
+	<b>SRM Regulation</b>	means regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010, and the rules and regulations related thereto;
	<b>Stichting WEW</b>	means Stichting Waarborgfonds Eigen Woningen;
	<b>STS Securitisation</b>	means a simple, transparent and standardised securitisation as referred to in article 19 of the Securitisation Regulation;
	<b>STS Verification</b>	means a report from the Third Party Verification Agent which verifies compliance of the securitisation transaction described in this Prospectus with the criteria stemming from articles 18, 19, 20, 21 and 22 of the Securitisation Regulation;
	<b>Subordinated Notes</b>	means the Class B Notes and the Class C Notes;
+	<b>Switch Insurance Policy</b>	means an insurance policy taken out by any Borrower, in connection with a Savings Mortgage Loan, comprised of a risk insurance element and the option for a Savings Alternative or a Unit-Linked Alternative;
	<b>Switch Mortgage Loan</b>	means any Mortgage Loan or part thereof that is in the form of a switch mortgage loan offered by the Seller, under which loan the Borrower does not pay principal towards redemption of the principal amount outstanding prior to the maturity to which a Switch Insurance Policy is connected;
	<b>Switch Mortgage Receivable</b>	means the Mortgage Receivable resulting from a Switch Mortgage Loan;
	<b>TARGET 2</b>	means the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 System;
	<b>TARGET 2 Settlement Day</b>	means any day on which TARGET 2 is open for the settlement of payments in euro;
*	<b>Tax Call Option</b>	means the option of the Issuer, in accordance with Conditions 6(e) ( <i>Redemption for tax reasons</i> ), to redeem all (but not some only) of the Notes on any Notes Payment Date at their Principal Amount Outstanding, together with interest accrued up to and including the date of redemption;
	<b>Temporary Global Note</b>	means a temporary global note in respect of a Class of Notes;
	<b>Third Party Verification Agent</b>	means PCS;

	<b>Transaction Documents</b>	means the Master Definitions Agreement, the Mortgage Receivables Purchase Agreement, the Deeds of Assignment and Pledge, the Deposit Agreement, the Administration Agreement, the Issuer Account Agreement, the Cash Advance Facility Agreement, the Servicing Agreement, the Bank Savings Participation Agreement, the Insurance Savings Participation Agreement, the Pledge Agreements, the Notes Purchase Agreement, the Parallel Debt Agreement, the Notes, the Paying Agency Agreement, the Management Agreements, any Financial Collateral Agreement, the Collection Foundation Agreements and the Trust Agreement and any further documents relating to the transaction envisaged in the above mentioned documents and any other such documents, as may be designated by the Security Trustee as such;
+	<b>Trigger Event</b>	means any corporate action and/or any steps have been taken or legal proceedings have been instituted against NN Insurance Eurasia for its entering into suspension of payments or for bankruptcy or for any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets;
	<b>Trust Agreement</b>	means the Trust Agreement between the Issuer, the Security Trustee and the Shareholder dated the Closing Date;
	<b>U.S. Risk Retention Rules</b>	means Regulation RR (17 C.F.R. Part 246) implementing the credit risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended, adopted pursuant to the requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act;
*	<b>Unit-Linked Alternative</b>	means the alternative under a Switch Insurance Policy under which the capital insurance part of the premium is applied towards a Switch Insurance Policy;
	<b>Volcker Rule</b>	means the regulations adopted to implement Section 619 of the Dodd Frank Act (such statutory provision together with such implementing regulations);
	<b>Wft</b>	means the Dutch Financial Supervision Act ( <i>Wet op het financieel toezicht</i> ) and its subordinate and implementing decrees and regulations as amended from time to time;
	<b>Wge</b>	means the Dutch Securities Giro Transfer Act ( <i>Wet giraal effectenverkeer</i> ); and
	<b>Winding-Up Directive</b>	means Directive 2001/24/EC of the European Parliament and of the Council of 4 April 2001 on the reorganisation and winding up of credit institutions;
	<b>WOZ</b>	means the Dutch Valuation of Immovable Property Act ( <i>Wet waardering onroerende zaken</i> ) as amended from time to time.

## 9.2 INTERPRETATION

### 2. INTERPRETATION

The language of this 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.

Any reference in this Prospectus to:

a **Class** of Notes shall be construed as a reference to the Class A Notes or the Class B Notes or the Class C Notes, as applicable;

a **Class A**, **Class B** or **Class C** Noteholder, Principal Deficiency, Principal Deficiency Ledger, Principal Shortfall, Redemption Amount, Temporary Global Note or Permanent Global Note shall be construed as a reference to a Noteholder of, or a Principal Deficiency, the Principal Deficiency Ledger, Principal Shortfall or a Redemption pertaining to, as applicable, the relevant Class of Notes;

**encumbrance** includes any mortgage, charge or pledge or other limited right (*beperkt recht*) securing any obligation of any person, or any other arrangement having a similar effect;

**Euroclear Netherlands** includes any additional or alternative system approved by the Issuer, the Security Trustee and the Paying Agent and permitted to hold the Temporary Global Notes and the Permanent Global Notes, provided that such alternative system must be authorised to hold the Temporary Global Notes and the Permanent Global Notes as Eurosystem Eligible Collateral;

the **records of Euroclear Netherlands** are to the records that each of Euroclear Netherlands holds for its customers which reflect the amount of such customers' interests in the Notes;

**foreclosure** includes any lawful manner of generating proceeds from collateral whether by public auction, by private sale or otherwise;

**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** or **directive** or **regulation** shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, bye-law, order, any regulatory technical standards and any implementing technical standards, official statement of practice or guidance 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 (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, bye-law, order, any regulatory technical standards and any implementing technical standards, official statement of practice or guidance or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court 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 “**suspension of payments**” or “**moratorium of payments**” shall, where applicable, be deemed to include a reference to the suspension of payments (*surseance van betaling*) as meant in the Dutch Bankruptcy Act (*Faillissementswet*); 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** or **treaty** or an **Act** shall be construed as a reference to such statute or treaty or Act as the same may have been, or may from time to time be, amended or, in the case of a statute or an Act, 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;

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; and

**tax** includes any present or future tax, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty payable in connection with any failure to pay or any delay in paying any of the same).

In this Prospectus, save where the context otherwise requires, words importing the singular number include the plural and *vice versa*.

Headings used in this Prospectus are for ease of reference only and do not affect the interpretation of this Prospectus.

**10. REGISTERED OFFICES**

**THE ISSUER**

Hypenn RMBS VII B.V.  
Prins Bernhardplein 200  
1097 JB Amsterdam  
The Netherlands

**SELLER, SERVICER, ISSUER ADMINISTRATOR, ARRANGER AND MANAGER**

Nationale-Nederlanden Bank N.V.  
Prinses Beatrixlaan 35-37  
2595 AK 's Gravenhage  
The Netherlands

**SECURITY TRUSTEE**

Stichting Security Trustee Hypenn RMBS VII  
Jupiter Building  
Herikerbergweg 88  
1101 CM Amsterdam  
The Netherlands

**CASH ADVANCE FACILITY PROVIDER AND ISSUER ACCOUNT BANK**

BNG Bank N.V.  
Koninginnegracht 2  
2514 AA 's-Gravenhage  
The Netherlands

**PAYING AGENT AND LISTING AGENT**

ABN AMRO Bank N.V.  
Gustav Mahlerlaan 10  
1082 PP AMSTERDAM  
The Netherlands

**LEGAL AND TAX ADVISERS TO THE SELLER AND THE ISSUER**

NautaDutilh N.V.  
Strawinskylaan 1999  
1077 XV Amsterdam  
The Netherlands

**AUDITOR**

Mazars Accountants N.V.  
Watermanweg 80  
3067 GG Rotterdam  
The Netherlands

**EUROCLEAR NETHERLANDS**

Euroclear Netherlands  
Herengracht 459-469  
1017 BS Amsterdam  
The Netherlands