Cartesian Residential Mortgages 6 S.A. as Issuer

*incorporated as a public limited liability company (société anonyme), existing and organised under the laws of the Grand Duchy of Luxembourg ("**Luxembourg**"), with registered office at 6, rue Eugène Ruppert,L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés de Luxembourg) under number B252193, being subject, as an unregulated securitisation undertaking, to the Luxembourg Act dated 22 March 2004 on securitisation, as amended (the "**Securitisation Act**")*

will issue on 10 June 2021

EUR 354,632,000 CLASS A MORTGAGE-BACKED NOTES 2021 DUE 2056

EUR 11,640,000 CLASS B MORTGAGE-BACKED NOTES 2021 DUE 2056

EUR 8,536,000 CLASS C MORTGAGE-BACKED NOTES 2021 DUE 2056

EUR 13,192,000 CLASS D MORTGAGE-BACKED NOTES 2021 DUE 2056

EUR 6,508,000 CLASS S NOTES 2021 DUE 2056

Notes	**Class A Notes**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class S Notes**
Principal Amount	EUR 354,632,000	EUR 11,640,000	EUR 8,536,000	EUR 13,192,000	EUR 6,508,000
Issue Price	101.450 per cent.	100 per cent.	100 per cent.	100 per cent.	100 per cent.
Interest/ Revenue	Euribor for three (3) month deposits, plus a margin of 0.65 per cent. per annum, with a floor of 0 per cent. per annum	Euribor for three (3) month deposits, plus a margin of 0.90 per cent. per annum, with a floor of 0 per cent. per annum	Euribor for three (3) month deposits, plus a margin of 1.20 per cent. per annum, with a floor of 0 per cent. per annum	N/A	Class S Revenue Amount, up to and including the First Optional Redemption Date
Excess Proceeds Payment Amount	on the first Notes Payment Date, an amount equal to Excess Proceeds Payment Amount, if any	N/A	N/A	N/A	N/A
Subordinated Step-up Consideration following First Optional Redemption Date	an amount equal to the Principal Amount Outstanding of the Class A Notes multiplied by the relevant Class A Subordinated Step-up Margin, subject to and in accordance with Condition 4(d) (*Subordinated Step-up Consideration following the First Optional Redemption Date*)	an amount equal to the Principal Amount Outstanding of the Class B Notes multiplied by the relevant Class B Subordinated Step-up Margin, subject to and in accordance with Condition 4(d) (*Subordinated Step-up Consideration following the First Optional Redemption Date*)	an amount equal to the Principal Amount Outstanding of the Class C Notes multiplied by the relevant Class C Subordinated Step-up Margin, subject to and in accordance with Condition 4(d) (*Subordinated Step-up Consideration*	N/A	N/A

			following the First Optional Redemption Date)		
Subordinated Step-up Margin	0.4875 per cent. per annum	0.45 per cent. per annum	0.60 per cent. per annum	N/A	N/A
Expected ratings Fitch and DBRS[1]	AAAsf / AAA (sf)	AA+sf / AA (high) (sf)	A+sf / A (high) (sf)	N/A	N/A
First Notes Payment Date	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021
First Optional Redemption Date	Notes Payment Date falling in November 2025	Notes Payment Date falling in November 2025	Notes Payment Date falling in November 2025	Notes Payment Date falling in November 225	N/A
Final Maturity Date	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056

Ember VRM S.à r.l. as Seller

(incorporated as a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of Luxembourg, with registered office at 36-38 Grand-Rue, L-1660 Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B176837)

Venn Hypotheken B.V. as Originator

(incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law)

This document constitutes a prospectus (the "Prospectus") within the meaning of articles 3(3) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the "Prospectus Regulation"). This Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland 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 and the quality of the Notes that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to the Notes which are to be admitted to trading on Euronext Dublin's regulated market for the purposes of MiFID II.

This Prospectus shall be valid for a period of up to 12 months after its approval by the Central Bank of Ireland and shall expire on 9 June 2022, at the latest. It is noted that the obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid. For this purpose, "valid" means valid for making offers to the public or admissions to trading on a regulated market by or with the consent of the Issuer and the obligation to supplement the Prospectus is only required within its period of validity between the time when the Prospectus is approved and the time when trading on a regulated market begins.

Closing Date	The Issuer will issue the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class S Notes (the "**Notes**") set out above on 10 June 2021 (or such other date as may be agreed between the Seller, the Issuer, the Arrangers and the Joint Lead Managers) (the "**Closing Date**").

[1] The credit ratings do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated Notes.

Underlying Assets	The Issuer will make payments on the Notes in accordance with the applicable Priority of Payments from, *inter alia*, payments of principal and interest received from a portfolio comprising of mortgage receivables resulting from mortgage loans originated by the Originator and secured over residential properties located in the Netherlands. The Mortgage Receivables have been or will be sold and assigned from time to time by the Originator to the Seller. The Issuer will purchase and accept assignment from the Seller of the Mortgage Receivables (i) on the Closing Date and (ii) subject to the Additional Purchase Conditions being met (a) in the case of New Mortgage Receivables, to the extent offered by the Seller, New Mortgage Receivables by applying an amount up to the Pre-funded Amount on any Purchase Date and (b) in the case of Further Advance Receivables, Further Advance Receivables by applying an amount up to the Further Advance Available Funds on any Purchase Date. See Section 6.2 (*Description of Mortgage Loans*) for more details.
Security for the Notes	The Noteholders will, together with the other Secured Creditors, benefit from security rights created in favour of the Security Trustee over, *inter alia*, the Mortgage Receivables and the Issuer Rights (see Section 4.7 (*Security*)).
Denomination	Each Note will be issued with a minimum denomination of EUR 125,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 249,000.
Form	The Notes will be in bearer form. The Notes will be represented by Global Notes, without coupons attached. Interests in the Global Notes will only in limited circumstances be exchangeable for Notes in definitive form.
Interest/ Revenue	The Class A Notes, the Class B Notes and the Class C Notes will carry a floating rate of interest as set out above, payable quarterly in arrear on each Notes Payment Date. In addition, on the first Notes Payment Date, the Class A Notes will receive the Excess Proceeds Payment Amount, if any. The Class S Notes will receive the Class S Revenue Amount, if any, payable quarterly in arrear on each Notes Payment Date. The Class D Notes will not carry any interest. Following the First Optional Redemption Date, the holders of the Class S Notes will not receive any Class S Revenue Amount. See further Section 4.1 (*Terms and Conditions*) and Condition 4 (Interest and Subordinated Step-up Consideration).
Redemption Provisions	Unless previously redeemed in full, payments of principal on the Mortgage-Backed Notes will be made in arrear on each Notes Payment Date in the circumstances set out in, and subject to and in accordance with, the Conditions through the application of the Available Principal Funds, including as a result of the Seller exercising the Seller Call Option, the Clean-Up Call Option or the Risk Retention Regulatory Change Call Option, subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*). On any Optional Redemption Date, the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller may instruct the Issuer to redeem all Mortgage-Backed Notes, subject to and in accordance with Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*), at their Principal Amount Outstanding, together with interest and Subordinated Step-up Consideration accrued up to and including the date of redemption, subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*). The Issuer also has the right to redeem the Mortgage-Backed Notes for tax reasons, subject to and in accordance with Condition 6(e) (*Redemption for tax reasons*), at their Principal Amount Outstanding, together with interest and Subordinated Step-up Consideration accrued up to and including the date of redemption. In addition, on the first Notes Payment Date, the Pre-funded Amount remaining on the first Notes Payment Date will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgage-Backed Notes in sequential order. On any Notes Payment Date on which the Class S Redemption Condition is met, the Class S Notes will be subject to mandatory redemption (in whole or in part) on a *pro rata* basis in the circumstances set out in, and subject to and in accordance with, the Conditions through the application of the Available Class S Redemption Funds. The Notes will mature on the Final Maturity Date (to the extent not previously redeemed). See further Condition 6 (*Redemption*).
Subscription and Sale	The Joint Lead Managers have pursuant to the Senior Subscription Agreement agreed to subscribe to the Class A Notes, the Class B Notes and the Class C Notes on the Closing Date, subject to certain conditions precedent being satisfied. Furthermore, the Seller has pursuant to the Class D-S Notes Purchase Agreement agreed to purchase on the Closing Date, subject to certain conditions precedent being satisfied, the Class D Notes and the Class S Notes.

Credit Rating Agencies	DBRS is established in the European Union and is registered under the CRA Regulation. As such, DBRS is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. DBRS is not established in the United Kingdom. The credit ratings issued by DBRS have been endorsed by DBRS Ratings Limited in accordance with the UK CRA Regulation. As such, DBRS Ratings Limited is included in the list of credit rating agencies published by the FCA on its website in accordance with the UK CRA Regulation. Fitch is established in the European Union and is registered under the CRA Regulation. As such, Fitch is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. Fitch is not established in the United Kingdom. The credit ratings issued by Fitch have been endorsed by Fitch Ratings Limited in accordance with the UK CRA Regulation. As such, Fitch Ratings Limited is included in the list of credit rating agencies published by the FCA on its website in accordance with the UK CRA Regulation.
Ratings	Credit ratings will be assigned by Fitch and DBRS to the Class A Notes, the Class B Notes and the Class C Notes, as set out above on or before the Closing Date. The Class D Notes and the Class S Notes will not be assigned a credit rating. The credit ratings assigned by Fitch on the Closing Date address the likelihood of (a) full and timely payment of interest to the Class A Noteholders and the Class B Noteholders on each Notes Payment Date and payment in full of principal to the Class A Noteholders and the Class B Noteholders on the Final Maturity Date and (b) full payment of interest and principal due to the Class C Noteholders by a date that is not later than the Final Maturity Date but, for the avoidance of doubt, do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated Notes. The credit ratings assigned by DBRS on the Closing Date address (a) the full and timely payment of interest and the ultimate payment of principal to the Class A Noteholders by a date that is not later than the Final Maturity Date, (b) the ultimate payment of principal and ultimate payment of interest to the Class B Noteholders prior to them being the Most Senior Class of Notes outstanding and timely payment of interest once they are the Most Senior Class of Notes outstanding and (c) the ultimate payment of interest and principal to the Class C Noteholders by a date that is not later than the Final Maturity Date, each in accordance with and subject to the Conditions but, for the avoidance of doubt, do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated Notes. **The assignment of ratings to the Class A Notes, the Class B Notes and the Class C Notes is not a recommendation to invest in such Class of Notes. Any credit rating assigned to a Class of 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 any of the Class A Notes, the Class B Notes and the Class C Notes.**
Listing and admission to trading	Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin for the Notes to be admitted to the official list and trading on its regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of MiFID II. The 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 Central Bank of Ireland and constitutes a prospectus for the purposes of the Prospectus Regulation.
Eurosystem Eligibility	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 or Clearstream, Luxembourg as common safekeeper each of which is recognised as an International Central Securities Depositary. It 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. The Subordinated Notes are not intended to be held in a manner which will allow their Eurosystem eligibility.
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 meets, on the date of this Prospectus, the requirements of articles 19 to 22 of the Securitisation Regulation and 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. This list can be found on https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation (the information on the website does not form part of the prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979). It is noted that the securitisation transaction described in this Prospectus can also qualify as a UK STS Securitisation under the UK Securitisation Regulation until maturity, provided that the securitisation transaction is and remains to be included in the list published by ESMA and meets before 31 December 2022 and continues to meet the requirements of articles 19 to 22 of the Securitisation Regulation.

	The Seller and the Issuer have used the service of PCS as the STS 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 STS 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 or a UK STS Securitisation under the UK 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 Issuer Administrator, the Seller, the Originator, the Joint Lead Managers, the Arrangers, 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 or a UK STS Securitisation under the UK Securitisation Regulation at any point in time in the future. The Seller will make available information to investors in accordance with and as required pursuant to (i) article 7 of the Securitisation Regulation and (ii), as if it were applicable to it and as in force on the Closing Date, article 7 of the UK Securitisation Regulation.
Limited recourse obligations	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 2 (*Risk Factors*).
Subordination	The right of payment of principal and interest, if any, on each Class of Notes, other than the Class A Notes, is subordinated to the right of payment of principal under each other Class of Notes in reverse alphabetical order other than in respect of the Pre-funded Amount (unless the amount thereof is less than EUR 1,000,000, in which case such amount is applied in accordance with the Redemption Priority of Payments) remaining on the first Notes Payment Date, which will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date. In addition, the right of payment of the Subordinated Step-up Consideration in respect of each relevant Class of Notes, unless an Enforcement Notice is delivered, is subordinated to the right of certain other payments including the interest on the Rated Notes, if any. Following delivery of an Enforcement Notice, the right of payment of Subordinated Step-up Consideration in respect of the Class A Notes is subordinated to the right of payment of principal under the Class A Notes and the right of payment of Subordinated Step-up Consideration in respect of each relevant Class of Rated Notes, other than the Class A Notes, is subordinated to the right of payment of principal and Subordinated Step-up Consideration under such Class of Notes in reverse alphabetical order. Payments of the Class S Revenue Amount are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes and payments of principal on the Class D Notes and, ultimately, the Class S Notes. Payments of principal on the Class S Notes are subject to the Class S Redemption Condition being met and are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes and, ultimately, payments of principal on the Class D Notes. See Section 5 (*Credit Structure*).
Retention and Information Undertaking	Ember VRM S.à r.l., in its capacity as originator as defined in the Securitisation Regulation, has undertaken to the Issuer, the Security Trustee and the Joint Lead Managers that, on an ongoing basis, it shall (i) retain 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 and (ii) retain 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 UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date. On the Closing Date, such material net economic interest is retained in accordance with item 3(d) of article 6 of the Securitisation Regulation by the retention of the Class D Notes and the Class S Notes, having a nominal amount equal to not less than 5% of the sum of (i) the aggregate Outstanding Principal Amount of the Mortgage Receivables and (ii) the Pre-funded Amount. As at the Closing Date, the requirements under articles 5 and 6 of the UK Securitisation Regulation are aligned with the requirements under articles 5 and 6 of the Securitisation Regulation. As a result thereof, on the Closing Date, such material net economic interest is also retained determined in accordance with item 3(d) of article 6 of the UK Securitisation Regulation by the retention of the Class D Notes and the Class S Notes, having a nominal amount equal

	to not less than 5% of the sum of (i) the aggregate Outstanding Principal Amount of the Mortgage Receivables and (ii) the Pre-funded Amount. The Seller is also responsible for compliance with article 7 of the Securitisation Regulation and the Seller has undertaken to make available 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. In addition, the Seller has undertaken to make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date. In case there is any change in the text or interpretation by the applicable regulator of the UK Securitisation Regulation after the Closing Date which diverges from the text or interpretation by the applicable regulator of the Securitisation Regulation, the Seller has undertaken to use its reasonable endeavours to continue to comply with the requirements of the UK Securitisation Regulation, including in relation to the risk retention requirements under article 6 of the UK Securitisation Regulation (including, without limitation the disclosure obligations imposed on it (if any) under article 7 of the UK Securitisation Regulation) and the requirements to make available information to investors referred to in article 7 of the UK Securitisation Regulation, each as if these were applicable to it. Each prospective Noteholder should ensure that it complies with the Securitisation Regulation or the UK 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 quarterly 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 or, as applicable, article 5 of the UK Securitisation Regulation. Prospective investors should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the Securitisation Regulation or article 7 of the UK Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation or the UK Securitisation Regulation. See further Section 2 (*Risk Factors - Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*), Section 4.4 (*Regulatory and Industry Compliance*) and Section 8 (*General*) for more details. The Seller does not intend 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 ("**Risk Retention U.S. Persons**"). 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.
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 of 1940, as amended (the Investment Company Act) and under the Volcker Rule and its related regulations may be available, the Issuer has relied on the determinations that (i) the Issuer would satisfy all of the elements of the exemption from registration under the Investment Company Act provided by Section 3(c)(5)(C) thereunder, and, accordingly, (ii) 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.

Investing in any of the Notes involves certain risks. For a discussion of some of the risks involved with an investment in the Notes, see Section 2 (*Risk Factors*) herein.

Each investor contemplating purchasing any Notes should also take note of the responsibility statements which are set out in item (25) of Section 8 (*General*) of this Prospectus.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language to ensure 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 information on the websites to which a hyperlink has been included in this Prospectus does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979).

The date of this Prospectus is 9 June 2021.

Joint Lead Managers	*Arrangers*
BNP PARIBAS	**BNP PARIBAS**
CITIGROUP GLOBAL MARKETS LIMITED	**ARA VENN**
SMBC NIKKO CAPITAL MARKETS EUROPE GMBH	

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1. 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 this Prospectus as a whole, including any amendment and/or supplement thereto.

This overview is not a summary within the meaning of article 7 of the Prospectus Regulation.

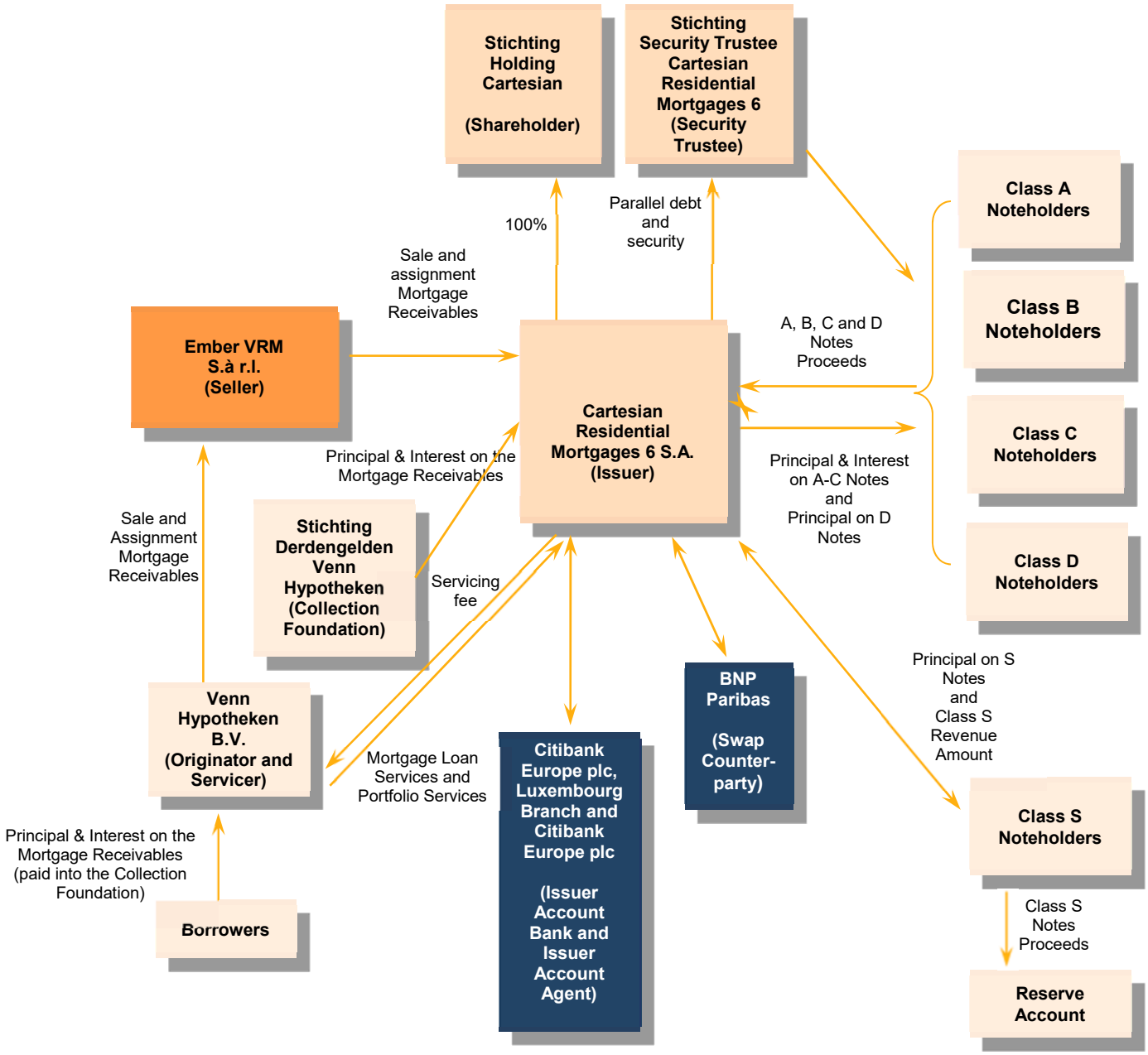
Unless otherwise indicated in this Prospectus or the context otherwise requires, capitalised terms used in this Prospectus have the meaning ascribed thereto in paragraph 9.1 (Definitions) of the Glossary of Defined Terms set out in this Prospectus.

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

Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Relevant Member State, have to bear the costs of translating this Prospectus before the legal proceedings are initiated. Civil liability attaches to the Issuer, being the entity that has prepared the information in this Section, but only if such information is misleading, inaccurate or inconsistent when read with other parts of this Prospectus.

1.1 STRUCTURE DIAGRAM

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



1.2 RISK FACTORS

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

1.3 PRINCIPAL PARTIES

Issuer: Cartesian Residential Mortgages 6 S.A., a public limited liability company (*société anonyme*), existing and organised under the laws of the Grand Duchy of Luxembourg, with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B252193, being subject, as an unregulated securitisation undertaking, to the Securitisation Act.

The entire issued share capital of the Issuer is held by the Shareholder.

Shareholder: Stichting Holding Cartesian, established under Dutch law as a foundation (*stichting*), with its seat (*zetel*) in Amsterdam, the Netherlands and its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 57835268.

Security Trustee: Stichting Security Trustee Cartesian Residential Mortgages 6, established under Dutch law as a foundation (*stichting*), with its seat (*zetel*) in Amsterdam, the Netherlands and its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 82761256.

Seller: Ember VRM S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of the Grand Duchy of Luxembourg, with registered office at 36-38 Grand-Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B176837.

The entire issued share capital of the Seller is held by VSK Holdings Limited. VSK Holdings Limited has been established by its shareholders to invest in asset-backed loan portfolios and is advised by ARA Venn.

Originator: Venn Hypotheken B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Dutch law, with its seat (*zetel*) in Breda, the Netherlands and its registered office at Lage Mosten 1-11, 4822 NJ in Breda, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 62715550.

The shares in the capital of Venn Hypotheken are held by (i) NN Investment Partners B.V., (ii) ARA Venn, (iii) Sandstreet BVBA and (iv) Peter Arrazola de Oñate.

Servicer: The Originator acting in its capacity of Servicer.

Sub-servicers: Stater Nederland B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid)* incorporated under Dutch law, with its seat (*zetel*) in Amersfoort, the Netherlands and its registered office at Podium 1, 3826 PA in Amersfoort, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 08716725; and

HypoCasso B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law,

	with its seat (*zetel*) in Amersfoort, the Netherlands and its registered office at Podium 1, 3826 PA in Amersfoort, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 32156362.
Issuer Administrator:	Intertrust (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of the Grand Duchy of Luxembourg with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg)* under number B103123.
Collection Foundation:	Stichting Derdengelden Venn Hypotheken, established under Dutch law as a foundation (*stichting*), with its seat (*zetel*) in Amsterdam, the Netherlands and its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 59974052.
Swap Counterparty:	BNP Paribas, a public limited liability company (*société anonyme*), existing and organised under French laws, with registered office at 16 Boulevard des Italiens, 75009 Paris, France, and registered with the Commercial Registry of Paris under number 662042449.
Issuer Account Bank:	Citibank Europe plc, Luxembourg Branch, a public limited company organised under the laws of Ireland, acting through its Luxembourg Branch.
Issuer Account Agent:	Citibank Europe plc, a public limited company organised under the laws of Ireland.
Directors:	With respect to the Issuer, Universal Management Services S.à r.l. represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) on the relevant date; with respect to the Shareholder, Intertrust Management B.V.; and with respect to the Security Trustee, Amsterdamsch Trustee's Kantoor B.V.
Service Provider:	Intertrust (Luxembourg) S.à r.l.
Domiciliation Agent:	Intertrust (Luxembourg) S.à r.l.
Paying Agent:	Citibank Europe plc.
Reference Agent:	Citibank Europe plc.
Listing Agent:	Walkers Listing Services Limited.
Arrangers:	BNP Paribas, a public limited liability company (*société anonyme*), existing and organised under French laws, with its registered office at 16 Boulevard des Italiens, 75009 Paris, France and registered with the Commercial Registry of Paris under number 662042449; and Venn Partners LLP (under the trading name ARA Venn), a limited liability partnership incorporated under the laws of England with its registered office at 4th Floor, Reading Bridge House, George Street, Reading, Berkshire RG1 8LS, United Kingdom and registered under number OC347544.
Joint Lead Managers:	BNP Paribas, Citigroup Global Markets Limited and SMBC Nikko Capital Markets Europe GmbH.

Common Safekeeper:	The clearing system or such other entity which the Issuer may elect from time to time to perform the safekeeping role.

1.4 NOTES

Certain features of the Notes are summarised below:

Notes	**Class A Notes**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class S Notes**
Principal Amount	EUR 354,632,000	EUR 11,640,000	EUR 8,536,000	EUR 13,192,000	EUR 6,508,000
Issue Price	101.450 per cent.	100 per cent.	100 per cent.	100 per cent.	100 per cent.
Interest/ Revenue	Euribor for three (3) month deposits, plus a margin of 0.65 per cent. per annum, with a floor of 0 per cent. per annum	Euribor for three (3) month deposits, plus a margin of 0.90 per cent. per annum, with a floor of 0 per cent. per annum	Euribor for three (3) month deposits, plus a margin of 1.20 per cent. per annum, with a floor of 0 per cent. per annum	N/A	Class S Revenue Amount, up to and including the First Optional Redemption Date
Excess Proceeds Payment Amount	on the first Notes Payment Date, an amount equal to Excess Proceeds Payment Amount, if any	N/A	N/A	N/A	N/A
Subordinated Step-up Consideration following First Optional Redemption Date	an amount equal to the Principal Amount Outstanding of the Class A Notes multiplied by the relevant Class A Subordinated Step-up Margin, subject to and in accordance with Condition 4(d) (*Subordinated Step-up Consideration following the First Optional Redemption Date*)	an amount equal to the Principal Amount Outstanding of the Class B Notes multiplied by the relevant Class B Subordinated Step-up Margin, subject to and in accordance with Condition 4(d) (*Subordinated Step-up Consideration following the First Optional Redemption Date*)	an amount equal to the Principal Amount Outstanding of the Class C Notes multiplied by the relevant Class C Subordinated Step-up Margin, subject to and in accordance with Condition 4(d) (*Subordinated Step-up Consideration following the First Optional Redemption Date*)	N/A	N/A
Subordinated Step-up Margin	0.4875 per cent. per annum	0.45 per cent. per annum	0.60 per cent. per annum	N/A	N/A

Expected ratings Fitch and DBRS[2]	AAAsf / AAA (sf)	AA+sf / AA (high) (sf)	A+sf / A (high) (sf)	N/A	N/A
First Notes Payment Date	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021	Notes Payment Date falling in November 2021
First Optional Redemption Date	Notes Payment Date falling in November 2025	Notes Payment Date falling in November 2025	Notes Payment Date falling in November 2025	Notes Payment Date falling in November 2025	N/A
Final Maturity Date	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056	Notes Payment Date falling in November 2056

Notes: The Notes shall be the following classes of notes of the Issuer, which are expected to be issued on or about the Closing Date:

(i) the Class A Notes;
(ii) the Class B Notes;
(iii) the Class C Notes;
(v) the Class D Notes; and
(vi) the Class S Notes.

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

(i) the Class A Notes 101.450 per cent.;
(ii) the Class B Notes 100 per cent.;
(iii) the Class C Notes 100 per cent.;
(v) the Class D Notes 100 per cent.; and
(vi) the Class S 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 and, in the case of Notes in definitive form, serially numbered and with coupons attached.

Denomination: Each Note will be issued with a minimum denomination of EUR 125,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 249,000.

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 on each Notes Payment Date, other than in respect of the Pre-funded Amount remaining on the first Notes Payment Date (unless the amount thereof is less than EUR 1,000,000), (i) payments of principal and interest on the Class B Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes, (ii) payments of principal and interest on the Class C Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes and the Class B Notes, (iii) payments of principal on the Class D Notes are subordinated to, *inter alia*, payments of principal and, ultimately, interest on the Class A Notes, the Class B Notes and the Class C Notes, (iv) payments

[2] The credit ratings do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated Notes.

of principal on the Class S Notes are subject to the Class S Redemption Condition being met and are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes and, ultimately, payments of principal on the Class D Notes and (v) payments of the Class S Revenue Amount are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes, payments of principal on the Class D Notes and, ultimately, payments of principal on the Class S Notes.

On the first Notes Payment Date, the Pre-funded Amount remaining on such date will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgage-Backed Notes in sequential order.

The obligation to pay the Subordinated Step-up Consideration in respect of Rated Notes, unless an Enforcement Notice has been delivered, is subordinated to payments of a higher order of priority which includes, but is not limited to, payments of principal and interest on the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Conditions and the Trust Agreement. See further Section 4.1 (*Terms and Conditions*).

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 further Section 5.2 (*Priorities of Payments*).

Interest/Revenue:

on the Class A Notes, the Class B Notes and the Class C Notes:

Interest on the Class A Notes, the Class B Notes and the Class C Notes is payable by reference to the successive Interest Periods. The interest on the Class A Notes, the Class B Notes and the Class C Notes will be calculated on the basis of the actual days elapsed in the Interest Period divided by 360 days and will be payable quarterly in arrear on each Notes Payment Date calculated in respect of the Principal Amount Outstanding on the first day of the relevant Interest Period.

Interest on the Class A Notes, the Class B Notes and the Class C Notes for each Interest Period will accrue from the Closing Date at an annual rate equal to the sum of Euribor for three (3) month deposits in euro, determined in accordance with Condition 4(e) (or, in respect of the first Interest Period, accrue at the rate which represents the linear interpolation of Euribor for three (3) and six (6) month deposits in euro, rounded, if necessary, to the 5th decimal place with 0.000005, being rounded upwards) plus a margin which will be equal to:

(i) for the Class A Notes 0.65 per cent. per annum;
(ii) for the Class B Notes 0.90 per cent. per annum; and
(iii) for the Class C Notes 1.20 per cent. per annum,

whereby the interest has in respect of each Class of Notes a floor of 0 per

	cent. per annum.
Excess Proceeds Payment Amount	If, on the first Notes Payment Date, the Pre-funded Amount is equal to or higher than EUR 1,000,000, the Excess Proceeds Payment Amount will be due to the Class A Noteholders on such date. The Excess Proceeds Payment Amount will be equal to the product of (i) 1.450 per cent. multiplied by (ii) the part of the Pre-funded Amount applied towards redemption of the Class A Notes on such date.
on the Class D Notes:	No interest will be payable in respect of the Class D Notes.
on the Class S Notes:	The Class S Revenue Interest Amount is payable by reference to the successive Interest Periods as from the Closing Date up to and including the First Optional Redemption Date. The amount of revenue due on a Notes Payment Date on all Class S Notes then outstanding will be equal to the Available Revenue Funds remaining after all items ranking above item (u) of the Revenue Priority of Payments have been paid in full. Following the First Optional Redemption Date, the holders of the Class S Notes will not receive any Class S Revenue Amount.
Subordinated Step-up Consideration from (and including) the First Optional Redemption Date:	If on the First Optional Redemption Date the Class A Notes, the Class B Notes and the Class C Notes have not been redeemed in full, the relevant Subordinated Step-up Consideration will be due to the Class A Noteholders, the Class B Noteholders and the Class C Noteholders on each Notes Payment Date following the First Optional Redemption Date. The Subordinated Step-up Consideration is, in respect of each of the Rated Notes, an amount equal to the higher of (I) zero and (II) the product of (a) the relevant Principal Amount Outstanding of such Class of Rated Notes and (b) the lower of (x) the relevant Subordinated Step-up Margin applicable to such Class of Rated Notes and (y) the sum of (i) Euribor for three (3) month deposits, (ii) the margin applicable to such Class of Rated Notes under Condition 4(c) and (iii) the relevant Subordinated Step-up Margin applicable to such Class of Rated Notes, where (II) is calculated on the basis of the actual days elapsed in such period and a 360 day year. Following the First Optional Redemption Date and provided that no Enforcement Notice has been delivered, the obligation to pay the Subordinated Step-up Consideration in respect of the Rated Notes is subordinated to payments of a higher order of priority which includes, but is not limited to, any amount necessary to (i) pay interest (and other than, for the avoidance of doubt, the Subordinated Step-up Consideration) on such Class, (ii) make good any shortfall reflected in the relevant sub-ledger of the Principal Deficiency Ledger in respect of the Class A Notes, the Class B Notes and the Class C Notes until the debit balance, if any, on each such sub-ledger of the Principal Deficiency Ledger is reduced to zero and (iii) replenish the Reserve Account up to the amount of the Reserve Account First Target Level and the Reserve Account Second Target Level respectively, in accordance with and subject to the Revenue Priority of Payments.
Subordinated Step-up Margin:	The Subordinated Step-up Margin applicable to the Class A Notes, the Class B Notes and the Class C Notes will be equal to for: (i) the Class A Notes 0.4875 per cent. per annum; (ii) the Class B Notes 0.45 per cent. per annum; and (iii) the Class C Notes 0.60 per cent. per annum.

Final Maturity Date:	If and to the extent not redeemed in full, the Issuer will, in accordance with Condition 6(a) (*Final redemption*), redeem the Notes at their respective Principal Amount Outstanding on the Final Maturity Date, subject to, in respect of the Subordinated Notes, Condition 9(b) (*Principal*).
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, on each Notes Payment Date the Issuer will, in accordance with Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*), be obliged to apply the Available Principal Funds to (partially) redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding, on a *pro rata* and *pari passu* basis within each Class, subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*), in the following order: (a) *firstly*, the Class A Notes, until fully redeemed; (b) *secondly*, the Class B Notes, until fully redeemed; (c) *thirdly*, the Class C Notes, until fully redeemed; and (d) *fourthly*, the Class D Notes, until fully redeemed. In addition, on the first Notes Payment Date, the Pre-funded Amount remaining on such date will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgage-Backed Notes in sequential order. If the Seller exercises the Seller Call Option, the Clean-Up Call Option or the Risk Retention Regulatory Change Call Option, the Issuer will be required to apply the proceeds of the sale to redeem the Mortgage-Backed Notes as described above.
Redemption of the Class S Notes:	Unless previously redeemed in full and provided that no Enforcement Notice has been served in accordance with Condition 10, on any Notes Payment Date on which the Class S Redemption Condition is met, including when all Mortgage-Backed Notes have been redeemed in full at the close of business of such Notes Payment Date, the Issuer will be obliged to apply the Available Class S Redemption Funds to (partially) redeem the Class S Notes at their respective Principal Amount Outstanding, on a *pro rata* and *pari passu* basis within this Class, subject to Condition 9(b) (*Principal*).
Redemption following the exercise of a Remarketing Call Option:	Subject to and in accordance with Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*), the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller, has the right to instruct the Issuer to redeem or, at the Issuer's option, to purchase all (but not some only) of the Mortgage-Backed Notes at their respective Principal Amount Outstanding, together with interest and Subordinated Step-up Consideration accrued up to and including such Optional Redemption Date, subject to, in respect of the Class D Notes, Condition 9(b)(*Principal*) on any Optional Redemption Date.
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 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 laws or regulations of Luxembourg (in each case 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, the Issuer has, in accordance with Condition 6(e) (*Redemption for tax reasons*), the option to redeem all (but not some only) of the Mortgage-Backed Notes on any Notes Payment Date at their Principal Amount Outstanding, together with interest and Subordinated Step-up Consideration accrued up to and including the date of redemption.

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

Ember VRM S.à r.l., in its capacity as originator as defined in the Securitisation Regulation, has undertaken to the Issuer, the Security Trustee and the Joint Lead Managers that it shall (i) 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 and (ii) 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 UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date. On the Closing Date, such material net economic interest is retained in accordance with item 3(d) of article 6 of the Securitisation Regulation by the retention of the Class D Notes and the Class S Notes, having a nominal amount equal to not less than 5% of the sum of (i) the aggregate Outstanding Principal Amount of the Mortgage Receivables and (ii) the Pre-funded Amount. As at the Closing Date, the requirements under articles 5 and 6 of the UK Securitisation Regulation are aligned with the requirements under articles 5 and 6 of the Securitisation Regulation. As a result thereof, on the Closing Date, such material net economic interest is also retained determined in accordance with item 3(d) of article 6 of the UK Securitisation Regulation by the retention of the Class D Notes and the Class S Notes, having a nominal amount equal to not less than 5% of the sum of (i) the aggregate Outstanding Principal Amount of the Mortgage Receivables and (ii) the Pre-funded Amount.

The Notes Purchase Agreements and the Mortgage Receivables Purchase Agreement include a representation and warranty of the Seller as to its compliance with article 6 of the Securitisation Regulation and article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date. In addition to the information set out herein and forming part of this Prospectus, the Seller as the Reporting Entity is responsible for compliance with article 7 of the Securitisation Regulation and the Seller has undertaken to make available 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. In addition, the Seller has undertaken to make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date. Each prospective Noteholder should ensure that it complies with the Securitisation Regulation or, as applicable, the UK Securitisation Regulation to the extent applicable to it. Prospective investors should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the Securitisation Regulation or article 7 of the UK Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due

diligence obligations under the Securitisation Regulation or the UK Securitisation Regulation. The Issuer, or the Issuer Administrator on its behalf, will also on behalf of the Seller, prepare Notes and Cash Reports on a quarterly 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 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 or, as applicable, article 5 of the UK Securitisation Regulation (see Section 8 (*General*) for more details). See further Section 2 (*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

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 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. The Seller and the Issuer have used the service of PCS as the STS 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 STS 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 or as a UK STS Securitisation under the UK Securitisation Regulation at any point in time in the future. None of the Issuer, the Issuer Administrator, the Seller, the Joint Lead Managers, the Arrangers, the Security Trustee, the Servicer or any of the other transaction parties gives any explicit or implied representation or warranty (i) as to 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/or (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 or the UK 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' 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.

It is noted that the securitisation transaction described in this Prospectus can also qualify as a UK STS Securitisation under the UK Securitisation Regulation until maturity, provided that the securitisation transaction is and remains to be included in the list published by ESMA and meets before 31 December 2022 and continues to meet the requirements of articles 19 to 22 of the Securitisation Regulation.

See further Section 2 (*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.

Eurosystem eligibility and loan-by-loan information:

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 one of the ICSDs as Common Safekeeper. 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 templates which are available on the website of the European Central Bank or, following a three month transitional period after a repository has been designated pursuant to article 10 of the Securitisation Regulation, with the loan-level data templates as adopted in the final regulatory technical standards and final implementing technical standards pursuant to article 7(4) of the Securitisation Regulation. It has been agreed in the Administration Agreement and the Servicing Agreement, respectively, that the Issuer Administrator or, at the instruction of the Issuer Administrator, the Servicer, shall use its best efforts to make such loan-by-loan information available on a quarterly 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.

Use of proceeds:

The aggregate proceeds of the Notes to be issued on the Closing Date amount to EUR 399,650,164.00.

The aggregate proceeds of the issue of the Mortgage-Backed Notes amounts to EUR 393,142,164.00 and will be applied as follows: (a) an amount of EUR 314,880,025.75, which includes the Excess Proceeds, will be applied by the Issuer on the Closing Date to pay to the Seller the Initial Purchase Price, less the aggregate Construction Deposits, for the Mortgage Receivables purchased on the Signing Date under the Mortgage Receivables Purchase Agreement, (b) an amount of EUR 13,645,287.02, being equal to the aggregate Construction Deposits, will be withheld by the Issuer from the Initial Purchase Price payable on the Closing Date and deposited in the Construction Deposit Account, (c) an amount of EUR 565,911.40, being equal to the Excess Reserved Amount, will be credited to the Issuer Collection Account and (d) an amount of EUR 64,050,939.83 (being the Pre-funded Amount) will be deposited in the Pre-funded Account on the Closing Date and will be available for the purchase of any New Mortgage Receivables on any Purchase Date during the Pre-funded Period.

The aggregate proceeds of the issue of the Class S Notes amount to EUR 6,508,000. Part of this amount, being EUR 6,208,000, will be credited to the Reserve Account and equals the Reserve Account Second Target Level and the remaining part, being EUR 300,000, will be credited to the Issuer Collection Account and consists of (i) the Construction Deposit Negative Carry Amount, (ii) the Pre-funded Account Negative Carry Amount and (iii) the Swap Negative Carry Amount.

Withholding Tax:

All payments of, or in respect of, principal of and interest on the Notes will be made without withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatsoever nature imposed or levied unless the withholding or deduction of such taxes, duties, assessments or charges are required by law. In that event, the Issuer will

make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Noteholders, as the case may be, and shall not pay any additional amounts to such Noteholders. In particular, but without limitation, no additional amounts shall be payable in respect of any Note or Coupon presented for payment, where a withholding or deduction is required to be made pursuant to the Luxembourg law of December 23, 2005 introducing a final withholding tax on certain interest from savings, as amended.

FATCA Withholding: Payments in respect of the Notes may be reduced by any amounts of tax required to be withheld or deducted pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or an intergovernmental agreement between the United States and any other jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement). Any such amounts withheld or deducted will be treated as paid for all purposes under the Notes, and no additional amounts will be paid on the Notes with respect to any such withholding or deduction.

Method of Payment: For so long as the Notes are represented by a Global Note, payments of principal and interest, if any, on the Notes will be made in euros to the Common Safekeeper for Euroclear and Clearstream, Luxembourg for the credit of the respective accounts of the Noteholders.

Security for the Notes: The Notes have the benefit of:

(i) a first ranking undisclosed right of pledge by the Issuer to the Security Trustee over the Mortgage Receivables (which includes any New Mortgage Receivables and Further Advance Receivables), including all rights ancillary thereto, governed by Dutch law;

(ii) a first ranking disclosed right of pledge by the Issuer to the Security Trustee over the Issuer Rights including all rights ancillary thereto, governed by Dutch law;

(iii) a first ranking right of pledge by the Issuer to the Security Trustee in respect of its rights under the Issuer Transaction Accounts *vis-à-vis* the Issuer Account Bank, governed by Luxembourg law; and

(iv) a first ranking right of pledge by the Collection Foundation to the Security Trustee and the Previous Transaction Security Trustees jointly in respect of its rights under the Collection Foundation Accounts, and a second ranking right of pledge to the Issuer and the Previous Transaction SPVs jointly. Such rights of pledge are governed by Dutch law.

After the delivery of an Enforcement Notice, the amounts payable to the Noteholders and the other Secured Creditors will be limited to the amounts available for such purpose to the Security Trustee which, *inter alia*, 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 Agreement. Payments to the Secured Creditors will be made subject to the Parallel Debt Agreement and in accordance with the Post-Enforcement Priority of Payments subject to certain amounts which will be paid outside the Post-Enforcement Priority of Payments. See further Section 4.7 (*Security*) and Section 5 (*Credit Structure*).

Security over Collection Foundation Account balances:	The Collection Foundation will grant a first ranking right of pledge on the balances standing to the credit of the Collection Foundation Accounts, in favour of the Security Trustee and the Previous Transaction Security Trustees jointly and a second ranking right of pledge to the Issuer and the Previous Transaction SPVs jointly both under the condition that future issuers (and any future security trustees) in securitisation transactions, covered bonds transactions, warehouse transactions, whole loan funding transactions and future vehicles in conduit transactions or similar transactions (and any security trustees relating thereto) by the Originator and/or the Seller or group companies thereof, will also have the benefit of such right of pledge. Such rights of pledge are governed by Dutch law and have been notified to the Collection Foundation Accounts Provider.
Parallel Debt Agreement:	On the Signing Date, the Issuer and the Security Trustee will, among others, 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.
Paying Agency Agreement:	On the Signing Date the Issuer and the Security Trustee will enter into the Paying Agency Agreement with the Paying Agent and the Reference Agent pursuant to which the Paying Agent undertakes, *inter alia*, to perform certain payment services on behalf of the Issuer towards the Noteholders.
Listing and admission to trading:	Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin for the Notes to be admitted to the official list and trading on its regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of MiFID II. 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.
Credit ratings:	It is a condition precedent to issuance that the Class A Notes, on issue, be assigned an AAAsf credit rating by Fitch and an AAA (sf) credit rating by DBRS, that the Class B Notes, on issue, be assigned an AA+sf credit rating by Fitch and an AA (high) (sf) credit rating by DBRS and that the Class C Notes, on issue, be assigned an A+sf credit rating by Fitch and an A (high) (sf) credit rating by DBRS. DBRS is established in the European Union and is registered under the CRA Regulation. DBRS is not established in the United Kingdom. The credit ratings issued by DBRS have been endorsed by DBRS Ratings Limited in accordance with the UK CRA Regulation. Fitch is established in the European Union and is registered under the CRA Regulation. Fitch is not established in the United Kingdom. The credit ratings issued by Fitch have been endorsed by Fitch Ratings Limited in accordance with the UK CRA Regulation. The Class D Notes and the Class S Notes will not be assigned a credit rating. The credit ratings do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated Notes.
Settlement:	Euroclear and Clearstream, Luxembourg.
Governing Law:	The Notes and the Transaction Documents, other than the Hedging Agreements, the Issuer Management Agreement, Schedule 4 to the Administration Agreement (the Domiciliation Agreement), the Issuer Account

	Agreement and the Issuer Account Pledge Agreement, will be governed by and construed in accordance with Dutch law. The provisions of articles 470-1 to 470-19 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended (the "**Companies Act 1915**"), are expressly excluded and shall not apply to the Notes. The Issuer Management Agreement, Schedule 4 to the Administration Agreement (the Domiciliation Agreement), the Issuer Account Agreement and the Issuer Account Pledge Agreement will be governed by Luxembourg law. The Hedging Agreements will be governed by and construed in accordance with English law.
Selling Restrictions:	There are selling restrictions in relation to the European Economic Area, the Netherlands, Luxembourg, Japan, France, 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 (*Subscription and Sale*).

1.5 CREDIT STRUCTURE

Available Funds: The Issuer will use receipts of principal and interest in respect of the Mortgage Receivables together with amounts it receives under the Hedging Agreements, drawings from the Reserve Account, revenues on any Eligible Investments and the Issuer Collection Account and, in certain limited circumstances, amounts standing to the credit of the Pre-funded Account and the Construction Deposit Account, to make payments of, *inter alia,* principal and interest due in respect of the Notes.

Priority of Payments: In accordance with the Conditions and the Trust Agreement on each Notes Payment Date, other than in respect of the Pre-funded Amount remaining on the first Notes Payment Date (unless the amount thereof is less than EUR 1,000,000), (i) payments of principal and interest on the Class B Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes, (ii) payments of principal and interest on the Class C Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes and the Class B Notes, (iii) payments of principal on the Class D Notes are subordinated to, *inter alia*, payments of principal and, ultimately, interest on the Class A Notes, the Class B Notes and the Class C Notes, (iv) payments of principal on the Class S Notes are subject to the Class S Redemption Condition being met and are subordinated to, inter alia, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes and, ultimately, payments of principal on the Class D Notes and (v) payments of the Class S Revenue Amount are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes, payments of principal on the Class D Notes and, ultimately, payments of principal on the Class S Notes.

On the first Notes Payment Date, the Pre-funded Amount remaining on such date will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgage-Backed Notes in sequential order.

The obligation to pay the Subordinated Step-up Consideration in respect of Rated Notes, unless an Enforcement Notice has been delivered, is subordinated to payments of a higher order of priority which includes, but is not limited to, payments of principal and interest on the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Conditions and the Trust Agreement. See further Section 4.1 (*Terms and Conditions*).

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 further Section 5.2 (*Priorities of Payments*).

Hedging Agreements: On or before the Closing Date, the Issuer will enter into (i) the Swap Agreement with the Swap Counterparty to hedge the interest rate risk between (a) interest to be received by the Issuer on the Swap Mortgage Receivables and (b) Euribor for three (3) month deposits due by the Issuer on the Rated Notes and (ii) the NAMS Rebalancing Agreement to address the risk that the amortisation of the Swap Mortgage Receivables diverges from the expected amortisation scenarios. See further Section 5.4 (*Hedging*).

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

(i) the Issuer Collection Account to which (a) on each Mortgage Collection Payment Date - *inter alia* - all amounts received in respect of the Mortgage Receivables and revenue on any Eligible Investments will be transferred by the Servicer and/or the Collection Foundation in accordance with the Servicing Agreement and the Receivables Proceeds Distribution Agreement and (b) on the Closing Date part of the proceeds of the Class S Notes shall be deposited;

(ii) the Construction Deposit Account, to which on the Closing Date and on any Purchase Date the amounts equal to the aggregate Construction Deposits which are withheld by the Issuer from the relevant Initial Purchase Price, if any, shall be deposited;

(iii) the Pre-funded Account to which on the Closing Date part of the proceeds of the Mortgage-Backed Notes equal to the Pre-funded Amount shall be deposited;

(iv) the Reserve Account to which on the Closing Date part of the proceeds of the Class S Notes (equal to the amount of the Reserve Account Second Target Level) and on each Notes Payment Date certain amounts to the extent available in accordance with the Revenue Priority of Payments shall be deposited; and

(v) the Swap Cash Collateral Account to which any collateral in the form of cash delivered to the Issuer pursuant to the Swap Agreement shall be deposited.

If any collateral in the form of securities is to be provided to the Issuer by the Swap Counterparty, the Issuer will be required to open a Swap Securities Collateral Account with Citibank, acting as custodian, in accordance with the Swap Agreement, in which such securities will be held.

If the Issuer invests in Eligible Investments it will open the Investment Securities Account with Citibank, acting as custodian, and deposit the Eligible Investments on such account. In addition, the Issuer will open with such account bank or custodian the Investment Cash Account and will deposit the monies resulting from Eligible Investments on such account.

The Issuer shall not invest in any investments which are in whole or in part, actually or potentially, tranches of other asset backed securities, credit linked notes, swaps or other derivative instruments, synthetic securities or similar claims.

Collection Foundation Accounts: All payments made by the Borrowers in respect of the Mortgage Receivables will be paid into the Collection Foundation Account.

Issuer Account Agreement: On the Signing Date the Issuer will enter into the Issuer Account Agreement with the Issuer Account Bank and the Issuer Account Agent, under which the Issuer Account Bank agrees to pay an interest rate on the balance standing to the credit of each of the Issuer Accounts from time to time as agreed by the Issuer and the Issuer Account Agent. In the event that the interest rate accruing on the balances standing to the credit of any of the Issuer Accounts is less than zero, such amount will be payable by the Issuer to the Issuer Account Bank. See Section 5 (*Credit Structure*).

Administration Agreement: Under the Administration Agreement between the Issuer, the Issuer Administrator and the Security Trustee, the Issuer Administrator will agree, amongst others, (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 (b) to submit certain statistical information regarding the Issuer to certain governmental authorities if and when requested.

1.6 PORTFOLIO INFORMATION

Key Characteristics

The numerical information set forth below relates to a portfolio of mortgage receivables as of 1 April 2021, which is representative of the portfolio of Mortgage Receivables that the Seller will offer for sale to the Issuer on the Signing Date and which is selected as of the initial Cut-Off Date. In addition, this information is expected to be representative of the portfolio of New Mortgage Receivables which the Seller may potentially offer for sale to the Issuer during the Pre-funded Period. Not all of the information set out below in relation to the portfolio may necessarily correspond to the details of the Mortgage Receivables as of the Signing Date. Furthermore, after the Signing 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 New Mortgage Receivables and Further Advance Receivables.

The Mortgage Receivables represented in the table below have been selected in accordance with the Mortgage Loan Criteria. However, there can be no assurance that any New Mortgage Receivables or Further Advance Receivables acquired by the Issuer after the Signing Date will have the exact same characteristics as represented in the table below.

Total Original Principal Amount (€)	248,011,025.48
Total Outstanding Principal Amount (€)	243,923,796.89
Number of Borrowers	630
Saving Deposits (€)	-
Construction Deposits (€)	12,498,397.52
Total Outstanding Principal Amount Excluding Construction Deposits and Savings Deposits (€)	231,425,399.37
Number of Loan Parts	1,894
Number of Loans	630
Average Outstanding Principal Amount Excluding Construction Deposits (per Borrower)	367,341.90
Weighted Average Interest Rate (%)	1.92
Weighted Average Maturity (in Years)	28.93
Weighted Average Seasoning (in Years)	0.53
Weighted Average Remaining Term to Interest Reset (in Years)	20.26
Weighted Average OLTOMV (%)	92.33
Weighted Average CLTOMV (%)	90.91
Weighted Average CLTIMV (%)	85.74
Weighted Average Loan to Income ratio	4.39

Mortgage Loans: The pool of Mortgage Loans (or any Loan Parts (*leningdelen*) comprising a Mortgage Loan, other than any Bridge Loan Parts) will consist of Linear Mortgage Loans (*lineaire hypotheken*), Annuity Mortgage Loans (*annuïteiten hypotheken*) and Interest-only Mortgage Loans (*aflossingsvrije hypotheken*) or combinations of these types of loans. Any Bridge Loan Part Receivables will be retained by the Seller.

All Mortgage Loans are secured by a first ranking or first and sequentially lower ranking mortgage right over the Mortgaged Assets and were 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 has sold and assigned and the Issuer has purchased and accepted assignment of all, but not some, Loan Parts of such Mortgage Loan at the Closing Date and, in respect of any New Mortgage Loans and/or Further Advances, the Seller has undertaken to sell and assign to the Issuer

all, but not some, Loan Parts from time to time, unless the Additional Purchase Conditions are not met. If the Issuer does not purchase the relevant Further Advance Receivable, the Seller has undertaken to repurchase the Mortgage Receivable which results from the Mortgage Loan to which such Further Advance relates. 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.

Linear Mortgage Loans: A portion of the Mortgage Loans will be in the form of Linear Mortgage Loans. Under a Linear Mortgage Loan, the Borrower pays a fixed amount of principal each month towards redemption of the Mortgage Loan (or relevant part thereof) until maturity. The Borrower's payment obligation decreases with each instalment as interest owed under such Mortgage Loan declines over time.

Annuity Mortgage Loans: A portion of the Mortgage Loans will be in the form of Annuity Mortgage Loans. Under an Annuity Mortgage Loan the Borrower pays a fixed monthly instalment, 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 (or relevant part thereof) will be fully redeemed at the end of its term.

Interest-only Mortgage Loans: A portion of the Mortgage Loans will be in the form of Interest-only Mortgage Loans. Under an Interest-only Mortgage Loan, the Borrower is not required to repay principal until maturity. Interest is payable monthly and is calculated on the outstanding balance of the Mortgage Loan (or relevant part thereof). Interest-only Mortgage Loans may have been granted up to an amount equal to 50 per cent. of the Market Value of the Mortgaged Asset at origination.

Construction Deposits: The Construction Deposits are withheld by the Originator and will be paid out in case certain conditions are met so that the Borrower can apply the proceeds towards construction of, or improvements to, the Mortgaged Asset relating to the Mortgage Loan. A disbursement from the Construction Deposit will only be made against delivery of invoices and other relevant documentation satisfactory to the Originator. The Issuer and the Seller will agree in the Mortgage Receivables Purchase Agreement that the Issuer will be entitled to withhold from the Initial Purchase Price on the Closing Date an amount equal to the aggregate Construction Deposits on or around the Closing Date or, in case of a purchase and assignment of any New Mortgage Receivables, on the relevant Purchase Date. Such amounts will be deposited on the Construction Deposit Account. On or around each Mortgage Collection Payment Date, the Issuer will release from the Construction Deposit Account such part of the Initial Purchase Price which equals the positive difference between the balance standing to the credit of the Construction Deposit Account and the aggregate Construction Deposits and pay such amount to the Seller.

Pursuant to the Mortgage Conditions in respect of the Mortgage Loans, Construction Deposits have to be paid out within 12 (in the case of existing Mortgaged Assets) to 18 months (in the case of newly built Mortgaged Assets). After such relevant period, if any remaining Construction Deposit is less than EUR 5,000 it is paid to the Borrower and if it exceeds EUR 5,000, will be set-off against the relevant Mortgage Receivable, up to the amount of the remaining Construction Deposit, in which case the Issuer shall have no further obligation towards the Seller to pay the remaining corresponding part of the Initial Purchase Price and an amount equal to such part of the Initial Purchase Price will be debited from the Construction Deposit Account and will form part of the Available Principal Funds on the immediately succeeding Notes Payment Date.

Receivables Proceeds Distribution Agreement:	On or before the Closing Date, the Issuer will become a party to the Receivables Proceeds Distribution Agreement under which, *inter alia*, the Collection Foundation undertakes to transfer all amounts received on the Relevant Collection Foundation Account in respect of the Mortgage Receivables, to the Issuer Collection Account.

1.7 PORTFOLIO DOCUMENTATION

Purchase of Mortgage Receivables on the Signing Date:

On 10 March 2016 and from time to time thereafter, the Seller purchased and accepted or, as the case may be, will purchase and accept, assignment of the Mortgage Receivables including all ancillary rights (*nevenrechten*), such as mortgage rights (*rechten van hypotheek*) and rights of pledge (*pandrechten*) from the Originator by means of a mortgage receivables purchase agreement and deeds of sale and assignment and registration of such deeds of sale and assignment with the Dutch tax authorities as a result of which legal title to the Mortgage Receivables was or will be transferred from the Originator to the Seller (Assignment I). Assignment I has not and will not be notified to the Borrowers, except upon the occurrence of certain events. Until such notification the Borrowers will only be entitled to validly pay (*bevrijdend betalen*) to the Originator.

Under the Mortgage Receivables Purchase Agreement, the Issuer will purchase the Mortgage Receivables on the Signing 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 as a result of which legal title to the Mortgage Receivables is transferred from the Seller to the Issuer (Assignment II).

The Mortgage Receivables sold on the Signing Date are sold to the Issuer from and including the initial Cut-Off Date.

Purchase of New Mortgage Receivables and Further Advance Receivables on any Purchase Date:

The Mortgage Receivables Purchase Agreement will provide that the Issuer will purchase from the Seller (Assignment II), subject to the Additional Purchase Conditions being met, (i) in the case of New Mortgage Receivables, to the extent offered by the Seller, New Mortgage Receivables by applying an amount up to the Pre-funded Amount on any Purchase Date during the Pre-funded Period; and (ii) in the case of Further Advance Receivables, Further Advance Receivables by applying an amount up to the Further Advance Available Funds on any Purchase Date until the earlier of (a) (but excluding) the First Optional Redemption Date and (b) the date on which the Seller informs the Issuer that no additional Further Advance Receivables will be available for sale and assignment to the Issuer. In respect of the Further Advance Receivables, if the Additional Purchase Conditions are not met and 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 such Further Advance relates. The New Mortgage Receivables and the Further Advance Receivables are sold to the Issuer from and including the relevant Cut-Off Date.

Repurchase of Mortgage Receivables:

In the Mortgage Receivables Purchase Agreement, the Seller has undertaken to repurchase and accept reassignment of a Mortgage Receivable:

(i) either (a) on the Mortgage Collection Payment Date immediately following the expiration of the fourteen (14) days remedy period (as provided for in the Mortgage Receivables Purchase Agreement) if 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, is untrue or incorrect in any material respect and the Seller has not remedied the breach or procured the remedy of the matter giving rise to such breach, or (b), if such matter is not

capable of being remedied within the said period of fourteen (14) days, on the immediately following Mortgage Collection Payment Date; or

(ii) on the Mortgage Collection Payment Date immediately following (a) the date on which the Originator agrees with a Borrower to grant a Further Advance and the relevant Further Advance Receivable is not purchased by the Issuer on any Purchase Date falling ultimately on the immediately succeeding Notes Payment Date or (b) the date on which the Originator or the Seller obtains an Other Claim; or

(iii) on the Mortgage Collection Payment Date immediately following the date on which the Originator agrees with a Borrower to a Non-Permitted Mortgage Loan Amendment; or

(iv) if a Borrower has exercised the Mover Option and the Current Loan to Original Market Value Ratio of the relevant Mover Mortgage Loan is higher than the Current Loan to Original Market Value Ratio of the existing Mortgage Loan, on the Mortgage Collection Payment Date immediately following the date of such exercise.

The purchase price for the Mortgage Receivable in such event will be equal to the Outstanding Principal Amount less any Construction Deposit of the relevant Mortgage Receivable together with any unpaid interest accrued up to but excluding the relevant cut-off date of sale and assignment of the Mortgage Receivable and reasonable costs (including any costs incurred by the Issuer in effecting and completing such purchase and assignment).

Clean-Up Call Option, the Seller Call Option and the Risk Retention Regulatory Change Call Option:

If on any Notes Payment Date, the aggregate Outstanding Principal Amount of the Mortgage Receivables is equal to or less than 10 per cent. of the sum of (a) the aggregate Outstanding Principal Amount of the Mortgage Receivables on the initial Cut-Off Date and (b) the Pre-funded Amount on the Closing Date, the Seller has the option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only), by delivery of a notice to the Issuer at least thirty (30) calendar days before the relevant Notes Payment Date.

On each Optional Redemption Date, unless the Majority Class S Noteholder has informed the Issuer that it intends to exercise the Remarketing Call Option subject to and in accordance with the Conditions, the Seller has the option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only) from the Issuer, by delivery of a notice to the Issuer at least thirty (30) calendar days before the relevant Optional Redemption Date.

On any Notes Payment Date following the occurrence of a Risk Retention Regulatory Change Event, the Seller has the option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only) from the Issuer, by delivery of a notice to the Issuer at least seventy-five (75) calendar days before the relevant Notes Payment Date informing the Issuer that it will exercise the Risk Retention Regulatory Change Call Option. For the avoidance of doubt, if the Risk Retention Regulatory Change Call Option is not exercised for whatever reason by the Seller, this does not affect the obligation of the Seller in any way 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 (i) in accordance with article 6 of the Securitisation Regulation and (ii) in accordance with article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the

Closing Date.

If the Seller exercises the Clean-Up Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement, to sell and assign the Mortgage Receivables to the Seller, or any third party appointed by the Seller at its sole discretion.

The Issuer shall be required to apply the proceeds of such sale of the relevant Mortgage Receivables to redeem the Mortgage-Backed Notes in accordance with Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*) at their respective Principal Amount Outstanding together with unpaid interest and Subordinated Step-up Consideration accrued and to pay other amounts due ranking higher or equal to the Mortgage-Backed Notes in accordance with the relevant Priority of Payments and the Trust Agreement.

The purchase price of each Mortgage Receivable in the event of a sale by the Issuer as a result of the Seller exercising the Clean-Up Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option shall be equal to at least the Required Call Amount.

Exercise of Tax Call Option and the related sale of Mortgage Receivables:

Pursuant to the Trust Agreement, the Issuer has the right to sell and assign all but not some of the Mortgage Receivables if the Tax Call Option in accordance with Condition 6(e) (*Redemption for tax reasons*) is exercised, provided that the Issuer shall apply the proceeds of such sale to redeem the Mortgage-Backed Notes at their Principal Amount Outstanding, together with interest and Subordinated Step-up Consideration accrued on the Rated Notes up to and including the date of redemption and to pay other amounts due ranking higher or equal to the Mortgage-Backed Notes in accordance with the relevant Priority of Payments and the Trust Agreement.

If the Issuer exercises the Tax Call Option, the Issuer will notify the Seller of such decision by written notice at least sixty-seven (67) calendar days prior to the scheduled date of redemption and will first offer such Mortgage Receivables to the Seller. The Seller shall within a period of fourteen (14) calendar days after receipt of such notice inform the Issuer whether it wishes to repurchase the Mortgage Receivables. After such period of fourteen (14) calendar days, if the Seller has not indicated that it wishes to repurchase the Mortgage Receivables and if the Issuer finds a third party that is willing to purchase the Mortgage Receivables, the Issuer will notify the Seller of the terms of such third party's offer by written notice at least thirty-nine (39) calendar days prior to the scheduled date of such sale. After having received the written notice as set forth in the foregoing sentence, the Seller will have the right, but not the obligation, to repurchase all the Mortgage Receivables (but not some only) on the terms of such third party's offer to purchase the Mortgage Receivables on the scheduled date of such sale, provided that the Seller shall within a period of seven (7) calendar days after receipt of such notice inform the Issuer that it wishes to repurchase all the Mortgage Receivables (but not some only) on the scheduled date of such sale. The absence of such timely notice by the Seller will entitle the Issuer to sell the Mortgage Receivables to such third party.

The purchase price of each Mortgage Receivable in the event of a sale by the Issuer as a result of the Seller exercising the Tax Call Option, shall be equal to at least the Required Call Amount.

Servicing Agreement:

Under the Servicing Agreement, (i) the Servicer will agree to provide collecting services and the other services as agreed in the Servicing Agreement in

relation to the Mortgage Receivables 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*)).

In accordance with the Servicing Agreement, the Servicer has appointed each of Stater Nederland B.V. and HypoCasso B.V., respectively, as its Sub-servicers, to provide certain of the Mortgage Loan Services in respect of the relevant Mortgage Receivables.

Under the Servicing Agreement, ancillary to the Mortgage Loan Services, the Servicer will furthermore agree to provide in relation to the portfolio of Mortgage Receivables the Portfolio Services which comprise of certain advisory services to the Issuer on a day-to-day basis, including, advice in respect of the determination of the Mortgage Interest Rates and advice relating to actions to be considered in respect of relevant Mortgage Receivables which are reasonably expected to default (see further Section 7.5 (*Servicing Agreement*)).

1.8 GENERAL

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

Domiciliation Agreement Under a domiciliation agreement, which is attached as a schedule to the Administration Agreement, the Domiciliation Agent will agree to provide domiciliation services and certain administration services to the Issuer, in addition to the other services to be provided under the Administration Agreement, and to ensure that the Issuer will have a sufficient number of directors with residence in Luxembourg. See further Section 3.1 (*Issuer*).

2. 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 2 (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.

2.1 RISKS RELATED TO THE ISSUER

The Issuer has limited resources available to meet its obligations

The ability of the Issuer to meet its obligations in full to pay its operating and administrative expenses and principal of and interest, if any, on the Notes will be dependent solely on (a) the receipt by it of funds under the Mortgage Receivables, (b) the proceeds of the sale of any Mortgage Receivables, (c) the receipt by it of payments under the Swap Agreement, (d) in certain circumstances, drawings from the Reserve Account and the receipt by it of the balances standing to the credit of the Deposit Construction Account, Issuer Collection Account in relation to the Negative Carry Amount and the Pre-funded Account, (e) the receipt by it of proceeds and/or distributions under the Eligible Investments and (f) the receipt by it of interest in respect of the balance standing to the credit of the relevant Issuer Transaction Accounts. See further Section 5 (*Credit Structure*). There is no assurance that the market value of the Mortgage Receivables will at any time be equal to or greater than the aggregate Principal Amount Outstanding of the Mortgage-Backed Notes plus the accrued interest thereon and the Subordinated Step-up Consideration on the Rated Notes. The Issuer does not have any other resources available to it to meet its obligations under the Notes. Consequently, the Issuer may be unable to recover fully and/or timely the funds necessary to fulfil its payment obligations under the Notes.

If such funds are insufficient after the Security having been enforced and the proceeds of such enforcement after payment of all other claims ranking in priority to amounts due under any Class of Notes are insufficient to repay in full all principal and interest and other amounts due in respect of any such Class of Notes, any such insufficiency will be borne by the holders of the relevant Class or Classes of Notes and the other Secured Creditors, subject to 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.

See also *The obligations of the Issuer under the Notes are limited recourse* below. This may lead to losses under the Notes.

The Notes will be solely the obligations of the Issuer

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, in whatever capacity acting. Furthermore, none of the Secured Creditors and the Security Trustee, nor any other person in whatever capacity acting, 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 Seller, the Originator, the Swap Counterparty, the Servicer, the Sub-servicers, the Issuer Administrator,

the Service Provider, the Directors, the Paying Agent, the Reference Agent, the Arrangers, the Joint Lead Managers, the Issuer Account Bank, the Issuer Account Agent, the Collection Foundation, the Collection Foundation Accounts Provider, the Listing Agent and the Security Trustee will be under any obligation whatsoever to provide additional funds to the Issuer (save in the limited circumstances pursuant to the Transaction Documents, such as the payments due under the Swap Agreement by the Swap Counterparty). Accordingly, other than in such limited circumstances, no person other than the Issuer will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes. This may lead to losses under the Notes.

Consequences of Winding-up Proceedings

The Issuer is structured to be an insolvency-remote vehicle. In the Trust Agreement it is agreed that the Issuer may only enter into agreements with the consent of the Security Trustee. In all Transaction Documents, parties agree not to make any application for the commencement of winding-up, liquidation or bankruptcy or similar insolvency proceedings against the Issuer. Legal proceedings initiated against the Issuer in breach of these provisions shall, in principle, be declared inadmissible by a Luxembourg court. Notwithstanding the foregoing, if the Issuer fails for any reason to meet its obligations or liabilities (that is, if the Issuer is in a state of cessation of payments (*cessation de paiements*) and has lost its commercial creditworthiness (*ébranlement de credit*)), a creditor (other than the parties to the Transaction Documents) who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Issuer may be entitled to make an application for the commencement of insolvency proceedings against the Issuer. The commencement of such proceedings may in certain conditions, entitle creditors (including hedge counterparties) to terminate contracts with the Issuer and claim damages for any loss suffered as a result of such early termination. The Issuer is therefore insolvency-remote, not insolvency-proof. An insolvency of the Issuer may lead to failure of the Issuer to pay any amount due under the Notes which may lead to losses under the Notes.

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. It should be noted that, *inter alia*, there is a risk that (a) Ember VRM S.à r.l. in its capacity of Seller or Venn Hypotheken as Originator will not perform its obligations *vis-à-vis* the Issuer under the Mortgage Receivables Purchase Agreement, (b) Venn Hypotheken in its capacity of Servicer will not perform its obligations *vis-à-vis* the Issuer under the Servicing Agreement, (c) Intertrust (Luxembourg) S.à r.l. in its capacity of Issuer Administrator will not perform its obligations under the Administration Agreement, (d) BNP Paribas in its capacity of Swap Counterparty will not perform its obligations under the Swap Agreement, (e) Citibank Europe plc, Luxembourg Branch, in its capacity of Issuer Account Bank or Citibank Europe plc in its capacity of Issuer Account Agent will not perform its obligations under the Issuer Account Agreement, (f) Citibank Europe plc in its capacity of Paying Agent and Reference Agent will not perform its obligations under the Paying Agency Agreement, (g) Intertrust (Luxembourg) S.à r.l. in its capacity of Domiciliation Agent will not perform its obligations under the Domiciliation Agreement, (h) Stichting Derdengelden Venn Hypotheken in its capacity of Collection Foundation will not perform its obligations under the Receivables Proceeds Distribution Agreement and (i) Universal Management Services S.à r.l., acting as director of the Issuer and represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) on the relevant date and Intertrust Management B.V. in their respective capacities of Directors and Intertrust (Luxembourg) S.à r.l. in its capacity of Service Provider will not perform their obligations under the relevant Management Agreement. This may lead to losses under the Notes, as the Issuer may have incorrect information, insufficient funds available to fulfil its obligations under the Notes or available funds may not be applied in accordance with the Transaction Documents. See also the risk factor *Bank Recovery and Resolution Directive and SRM Regulation*.

The outbreak of COVID-19 may deteriorate the credit position of the counterparties to the Issuer and may have an impact on their ability to perform their respective obligations to the Issuer under the Transaction Documents. See also the risk factor *Risks related to COVID-19.*

Insolvency proceedings and subordination provisions

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular, cases have focused on provisions involving the subordination of a hedging counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty (so-called "flip clauses"). Such provisions are similar in effect to the terms which will be included in the Transaction Documents relating to the

subordination of Swap Counterparty Subordinated Payments.

The English Supreme Court has held that a flip clause as described above is valid under English law. Contrary to this, however, the U.S. Bankruptcy Court has held that such a subordination provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a U.S. bankruptcy of the counterparty. The implications of this conflicting judgment are not yet known, particularly as the U.S. Bankruptcy Court approved, in December 2010, the settlement of the case to which the judgment relates and subsequently the appeal was dismissed.

If a creditor of the Issuer (such as the Swap Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales or the Netherlands (including, but not limited to, the United States), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English and Dutch law governed Transaction Documents (such as a provision of the relevant Priority of Payments which refers to the ranking of the Swap Counterparty's payment rights in respect of Swap Counterparty Subordinated Payments). In particular, based on the decision of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under U.S. bankruptcy laws. Such laws may be relevant in certain circumstances with respect to the Swap Counterparty given that the Swap Counterparty has assets and/or operations in the U.S. and notwithstanding that the Swap Counterparty is a non- U.S. established entity (and/or with respect to any replacement counterparty, depending on certain matters in respect of that entity). In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales or the Netherlands and any relevant foreign judgment or order was recognised by the English or Dutch courts, there can be no assurance that such actions would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Lastly, given the general relevance of the issues in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of Swap Counterparty Subordinated Payments, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English or Dutch courts) may result in negative rating pressure in respect of the Notes. If any rating assigned to the relevant Classes of Rated Notes is lowered, the market value of the Notes may reduce (of which the Noteholders should be aware of in relation to any intended sale of the Notes).

Risk that the Seller fails to repurchase Mortgage Receivables

The Seller is obliged under certain limited circumstances to repurchase Mortgage Receivables from the Issuer (as described in Section 7.1 (*Purchase, Repurchase and Sale*). In respect of the obligation of the Seller to repurchase a Mortgage Receivable in respect of which the Originator has agreed with the relevant Borrower to grant a Further Advance and the relevant Further Advance Receivable is not purchased by the Issuer or the Seller or the Originator obtains an Other Claim, the Originator has undertaken in the Mortgage Receivables Purchase Agreement only to agree to a request of a Borrower for a Further Advance if the Seller has agreed to repurchase the relevant Mortgage Receivable from the Issuer or it is legally obliged to grant such Further Advance. If the Seller defaults in the performance of this or any of its other obligations or covenants contained therein, the Seller has undertaken with the Issuer to indemnify the Issuer for any damages sustained by the Issuer as a consequence thereof (being in principle the difference between the amount received by the Issuer and the amount which the Issuer would have received if not for this breach), provided that the aggregate amount of such compensation shall never exceed the amount of the Purchase Price of the relevant Mortgage Receivable. The Seller has only limited assets available and there can be no assurance that the Seller will honour or have the financial resources to indemnify the Issuer for claims of any substantive nature or to repurchase the Mortgage Receivables. The Seller, however, might, depending on the factual circumstances at such time, have a claim on the Originator and/or, or as the case may be, the Sub-servicers, for a default of the activities of the origination process outsourced to the Sub-servicers. If the Seller is unable to repurchase any Mortgage Receivable it is required to repurchase, to indemnify the Issuer or to perform its ongoing obligations under the transactions described in this Prospectus, the performance of the Notes may be adversely affected and this may lead to losses under the Notes.

Insolvency risk of the Seller

The ability of the Seller to meet its obligations and commitments under the Mortgage Receivables Purchase Agreement and the other agreements to which the Seller is a party, may be limited in case of opening of insolvency proceedings against the Seller.

The Seller is incorporated under the laws of the Grand Duchy of Luxembourg. Accordingly, the Luxembourg District Court, sitting in commercial matters (the "**Luxembourg Commercial Court**"), should have, in principle, jurisdiction to open main insolvency proceedings with respect to the Seller, having its registered office and central administration (*administration central*) and its COMI in the Grand-Duchy of Luxembourg, such proceedings to be governed by Luxembourg insolvency laws. According to the Recast Insolvency Regulation, the place of the registered office of a company shall be presumed to be the centre of its main interests in the absence of proof to the contrary. As a result, there is a rebuttable presumption that the COMI of the Seller is located in the Grand Duchy of Luxembourg and consequently that the Luxembourg Commercial Court would have jurisdiction to open "main insolvency proceedings" (as defined in the Recast Insolvency Regulation), such proceedings to be governed by Luxembourg law. However, the localisation of Seller's COMI is a question of fact, which may change from time to time. Preamble 13 of the Former Insolvency Regulation states that the COMI of a debtor should correspond to the place where the debtor conducts the administration of its interests on a regular basis and "is therefore ascertainable by third parties". In the Eurofood IFSC Limited decision by the European Court of Justice ("**ECJ**"), the ECJ restated the presumption set forth in the Former Insolvency Regulation that the place of a company's registered office is presumed to be the company's COMI and stated that the presumption can only be rebutted if "factors which are both objective and ascertainable by third parties enable it to be established that an actual situation exists which is different from that which locating it at the registered office is deemed to reflect". Subsequently, the ECJ stated in the Interedil Srl decision (Case C-396/09) that a company's COMI must be determined by attaching greater importance to the place of the company's central administration, as may be established by objective factors which are ascertainable by third parties. Where the bodies responsible for the management and supervision of a company are in the same place as its registered office and the management decisions of the company are taken, in a manner that is ascertainable by third parties, in that place, the presumption in that provision cannot be rebutted. Where a company's central administration is not in the same place as its registered office, the presence of company assets and the existence of contracts for the financial exploitation of those assets in a member state other than that in which the registered office is situated cannot be regarded as sufficient factors to rebut the presumption unless a comprehensive assessment of all the relevant factors makes it possible to establish, in a manner that is ascertainable by third parties, that the company's actual centre of management and supervision and of the management of its interests is located in that other member state.

The Recast Insolvency Regulation dated June 26, 2015 became effective on June 26, 2017 and has gradually replaced the Former Insolvency Regulation. One of the main changes introduced by the Recast Insolvency Regulation consists of an increased scrutiny in situations where there has been a recent COMI shift. Where a company's COMI has shifted in the preceding three months the rebuttable presumption that its COMI is at the place of its registered office will no longer apply. Also, the opening of secondary proceedings in another EU Member State will be possible not only if the debtor has an establishment in such EU Member State at the time of the opening of main insolvency proceedings, but also if the debtor had an establishment in such EU Member State in the three-month period prior to the request of opening of main insolvency proceedings.

Under Luxembourg insolvency laws, the following types of proceedings (the "**Luxembourg Insolvency Proceedings**") may be opened against the Seller:

- bankruptcy proceedings (*faillite*), the opening of which is initiated by the Seller, or by any of its creditors or *ex officio* by the Luxembourg Commercial Court. The managers of the Seller have the compulsory obligation to file for the opening of bankruptcy proceedings within 1 (one) month in case the Seller is in a state of cessation of payment (*cessation de paiements*). According to article 5 and 10 of the Luxembourg Act of 19 December 2020 *(Loi du 19 décembre 2020 portant 1° adaptation temporaire de certaines modalités procedurales en matière civile et commerciale, Mémorial A n°1056)* that was adopted in the context of Covid 19 crisis, the deadline of article 440 of the Luxembourg Code of Commerce according to which any debtor subject to the Luxembourg Code of Commerce, which is in state of cessation of payments (*en état de cessation des paiements*) shall, within a month, file for bankruptcy with the clerk's office (*greffe*) of the competent court is suspended until 30 June 2021 included. Bankruptcy proceedings are primarily designed to realise the assets of the bankrupt entity in order to pay off its debts. One of the main effects of such proceedings is the stay of proceedings: unsecured creditors and creditors with a general priority right would, as of the bankruptcy order, no longer be permitted to take any action based on title to movable and immovable assets, nor any enforcement action against the Seller's movable or immovable assets. However, secured creditors who are holding security interests falling within the scope of the Luxembourg Collateral Law, may enforce their security regardless of the bankruptcy adjudication;

- controlled management proceedings (*gestion contrôlée*) which are governed by a Grand-Ducal decree of May 24, 1935 (the "**Decree**"), are available to the Seller, in the event that it no longer has creditworthiness or is experiencing difficulties in meeting all of its commitments;

- composition proceedings (*concordat préventif de faillite*), the obtaining of which is requested by the Seller only after having received a prior consent from a majority of its creditors holding 75 per cent. at least of the claims against the Seller. The obtaining of such composition proceedings will trigger a provisional stay on enforcement of claims by creditors.

In addition to these proceedings, the ability of the Seller to fulfil its obligations under the agreements to which it is a party may be affected by a decision of the Luxembourg Commercial Court to grant a stay on payments (*sursis de paiement*) or to put the Seller into judicial liquidation (*liquidation judiciaire*). Judicial liquidation proceedings may be opened at the request of the public prosecutor against a Luxembourg company pursuing an activity violating criminal laws or which is in serious breach or violation of the commercial code or of the Luxembourg laws governing commercial companies. The management of such liquidation proceedings will generally follow similar rules as those applicable to bankruptcy proceedings. Liability of the Seller in respect of the agreements to which it is a party will, in the event of a liquidation of the Seller following bankruptcy or judicial liquidation proceedings, rank after the cost of liquidation (including any debt incurred for the purpose of such liquidation) and those debts of the Seller that are entitled to priority under Luxembourg law. For example, preferential debts under Luxembourg law include, among others:

- certain amounts owed to the Luxembourg Revenue;
- value-added tax and other taxes and duties owed to the Luxembourg Customs and Excise;
- social security contributions; and
- remuneration owed to employees.

For the avoidance of doubt, the above list is not exhaustive.

As of the date of adjudication of bankruptcy, no interest on any unsecured claim will accrue vis-à-vis the bankruptcy estate.

Insolvency proceedings may hence have a material adverse effect on the Seller's business and assets and the Seller's obligations under the agreements to which it is a party.

Finally, international aspects of Luxembourg bankruptcy, controlled management or composition proceedings may be subject to the Recast Insolvency Regulation. In case of a bankruptcy of the Seller, the bankruptcy receiver (*curateur*) would decide whether or not to continue performance under ongoing contracts (i.e., contracts existing before the bankruptcy order). The bankruptcy receiver may decide to continue the business of the Seller, provided that he obtains the authorisation of the Luxembourg Commercial Court and that such continuation does not cause any prejudice to the creditors. However, two exceptions apply:

- the parties to an agreement may contractually agree that the occurrence of a bankruptcy constitutes an early termination or acceleration event; and

- *intuitu personae contracts* (i.e., contracts whereby the identity of the other party constitutes an essential element upon the signing of the contract) are generally automatically terminated as of the bankruptcy judgment.

In the event that the bankruptcy receiver decides to terminate a contract validly entered into by the Seller prior to the bankruptcy adjudication, the counterparty to such contract may file a claim for damages in the bankruptcy and such claim will rank *pari passu* with claims of all other unsecured creditors and/or initiate proceedings pertaining to a termination of the relevant contract. The counterparty may not require specific performance of the contract. As the Seller is a counterparty of the Issuer, an insolvency of the Seller may have an impact on the ability of the Issuer to perform its respective obligations under the Transaction Documents and may therefore lead to losses under the Notes.

Risk related to compulsory transfer of rights and obligations under a Transaction Document following downgrade of a counterparty of the Issuer

Certain Transaction Documents to which the Issuer is a party, such as the Issuer Account Agreement and the Hedging Agreements and the Receivables Proceeds Distribution Agreement, provide for minimum required credit ratings of the

counterparties to such Transaction Documents. If the credit ratings of a counterparty fall below these minimum required credit ratings, this is an indication that such counterparty's ability to fulfil its obligations under the relevant Transaction Documents may be negatively impacted. Following such event, the rights and obligations under such Transaction Document may have to be transferred to another counterparty having the minimum required credit ratings. In such event, there may not be a counterparty available that is willing to accept the rights and obligations under such Transaction Documents or such counterparty may only be willing to accept the rights and obligations under such Transaction Document if the terms and conditions thereof are modified. 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 of the Notes, a deterioration of the credit quality of any of the Issuer's counterparties, a downgrade of any of their credit ratings and/or the failure to take remedial actions could have an adverse effect on the credit rating assigned to, and/or the value of, such 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*.

Other conflicts of interest
Certain Transaction Parties, such as the Seller, the Servicer and the Originator, 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 Transaction Parties and other relevant parties. In such relationships, *inter alios*, the Seller, the Servicer and the Originator are not obliged to take into consideration the interests of the Noteholders. Consequently, a conflict of interest may arise.

Furthermore, the Issuer Director is Universal Management Services S.à r.l., represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) at the relevant date, which belongs to the same group of companies as Intertrust (Luxembourg) S.à r.l. Intertrust (Luxembourg) S.à r.l. acts as Issuer Administrator, Domiciliation Agent and Service Provider to the Issuer. The sole shareholder of Intertrust (Luxembourg) S.à r.l., is Intertrust (Netherlands) B.V., which belongs to the same group of companies as Intertrust Management B.V., which is the Shareholder Director and Amsterdamsch Trustee's Kantoor B.V., which is the Security Trustee Director. Therefore, as each of the Directors, the Issuer Administrator, the Domiciliation Agent and the Service Provider have obligations towards the Issuer and towards each other and such parties are also creditor (each as a Secured Creditor) of the Issuer, and the Security Trustee acts as a trustee to the Noteholders and the other Secured Creditors and is as such obliged to take into consideration the interests of the Noteholders and the other Secured Creditors, a conflict of interest may arise.

In this respect it is noted that in the Management Agreements between each of the Directors with the entity of which it has been appointed managing director (*statutair directeur*), each of the Directors agrees and undertakes to, *inter alia*, (i) as director of the such entity, refrain from any action detrimental to any of the such entity's obligations under the Transaction Documents, (ii) ensure that the relevant entity shall undertake no other business except as provided for in the Transaction Documents until it no longer has any actual or contingent liabilities under any of the Transaction Documents, (iii) in respect of the Issuer Director, exercise all its rights and/or powers by virtue of being director of the Issuer in compliance with the Transaction Documents and manage the affairs of the Issuer in accordance with proper and prudent Luxembourg business practice and in accordance with the requirements of Luxembourg law and Luxembourg 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, (iv) in respect of the Security Trustee Director and Shareholder Director, manage the affairs of the Security Trustee and the Shareholder, respectively, 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 it shall use its best reasonable effort as to not adversely affect the then current credit ratings assigned to the Rated Notes and (v) in respect of the Shareholder Director, as director of the Shareholder exercise its voting and other shareholder rights and powers (if any) in accordance with the Issuer's obligations under the Transaction Documents and/or as otherwise instructed by the Security Trustee. Furthermore, in the Administration Agreement, the Issuer Administrator has undertaken to do all such acts and things (other than being liable for the payment of principal or interest on any Note) that are required to be done by the Issuer pursuant to the Conditions and the Transaction Documents and comply with any proper directions, orders and instructions which the Issuer or the Security Trustee may from time to time give to it in

accordance with the provisions of this Agreement (and in the event of any conflict those of the Security Trustee shall prevail).

As a result, in the event a conflict of interest arises in respect of any of the relevant parties as described above, such parties are obliged to act in accordance with these and other obligations under the Transaction Documents. If for whatever reason any such parties 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.

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 the required licenses 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.

2.2 RISKS RELATED TO THE NOTES

Credit Risk

The ability of the Issuer to redeem all of the Notes on the Final Maturity Date in full and to pay all amounts due to the Noteholders, including after the occurrence of an Event of Default (which occurs if, amongst others, the Issuer has insufficient funds available to pay any interest due on the Class A Notes), depends upon whether the collections under the Mortgage Receivables are sufficient to redeem the Notes. The Issuer is subject to the risk of default in payment by the Borrowers and the failure by the Servicer (or any of its Sub-servicers) to realise or recover sufficient funds under the arrears and default procedures in respect of the relevant Mortgage Receivables in order to discharge all amounts due and owed by the relevant Borrowers under the relevant Mortgage Receivables. There is no assurance that the measures and features taken to mitigate this risk will protect the holders of any Class of Notes against all risks of losses and therefore there remains a risk that the Issuer will not have sufficient funds available to fulfil its payment obligations under the Notes. The Issuer will report the Mortgage Receivables in arrears and the Realised Losses in respect thereof in the Investor Report on an aggregate basis (and in addition any forbearances granted in connection with COVID-19). 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 and may not necessarily be in line with the policies of other originators in the Dutch market. 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, the Issuer's ability to make payments on the Notes may be affected. This may lead to losses under the Notes.

Risk of redemption of the Subordinated Notes with a Principal Shortfall

In accordance with Condition 9(b) (*Principal*), a Subordinated Note may be redeemed subject to Principal Shortfall on the Final Maturity Date. With respect to the Class S Notes this applies also to redemption in accordance with Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*). As a consequence, a holder of such Subordinated Note may not receive the full Principal Amount Outstanding of such Subordinated Note upon redemption in accordance with and subject to Condition 6, which may lead to losses under the Subordinated Notes.

The obligations of the Issuer under the Notes are limited recourse

Each of the Noteholders shall only have recourse in respect of any claim against the Issuer in accordance with the

relevant Priority of Payments (see Section 5.2 (*Priorities of Payments*)). 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 Transaction Accounts and (iii) the amounts received 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 the Notes are insufficient to pay in full all principal and interest, if any, and other amounts whatsoever due in respect of such Notes, the Noteholders shall have no further claim against the Issuer or the Security Trustee in respect of any such unpaid amounts (see Condition 9(d) (*Limited recourse*)). If, upon default by the Borrowers and after exercise by the Servicer of all available remedies in respect of the Mortgage Receivables, the Issuer does not receive the full amount due from such Borrowers, the 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 (*Subordination and limited recourse*). On any Notes Payment Date, any such losses on the Mortgage Receivables will be allocated as described in Section 5 (*Credit Structure*). As a result, the Noteholders may not receive payments or these payments may not cover all amounts the Noteholders may expect to receive.

Subordinated Notes bear a greater risk of non-payment than Higher Ranking Classes of Notes
With respect to any Class of Notes being Subordinated Notes, the applicable subordination is designed to provide credit enhancement to any Higher Ranking Class, other than, on the first Notes Payment Date, in respect of the Pre-funded Amount (unless the amount thereof is less than EUR 1,000,000) remaining. As a result, the Noteholders of any Class of Notes with a lower payment priority bear a greater risk of non-payment than any Higher Ranking Class.

The obligation to pay the Subordinated Step-up Consideration in respect of any of the Rated Notes, unless an Enforcement Notice has been delivered, is subordinated to payments of a higher order of priority which includes, but is not limited to, payments of principal and interest on the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Conditions and the Trust Agreement as set out in paragraph *Subordinated Step-up Consideration payable in respect of the Class A Notes, the Class B Notes and the Class C Notes after the First Optional Redemption Date are subordinated to certain other payments* below. See further Section 5 (*Credit Structure*) and Section 4.1 (*Terms and Conditions*).

Noteholders should note that the risk described in this risk factor amplifies the credit risks described in the other risk factors setting out the possible consequence of the Issuer having insufficient funds available to fulfil its payment obligations under the Notes.

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

Subordinated Step-up Consideration payable in respect of the Class A Notes, the Class B Notes and the Class C Notes after the First Optional Redemption Date is subordinated to certain other payments
After the First Optional Redemption Date, the Noteholders of each of the Class A Notes, the Class B Notes and the Class C Notes will in accordance with the Revenue Priority of Payments, on a *pro rata* and *pari passu* basis within such Class and in accordance with the respective amounts outstanding of the Class A Notes, the Class B Notes and the Class C Notes, respectively, at such time, receive the Subordinated Step-up Consideration in respect of such Class, if available.

Following the First Optional Redemption Date and provided that no Enforcement Notice has been delivered, the obligation to pay the Subordinated Step-up Consideration in respect of the Class A Notes, the Class B Notes and the Class C Notes is subordinated to payments of a higher order of priority which includes, but is not limited to, any amount necessary to (i) pay interest (other than, for the avoidance of doubt, the Subordinated Step-up Consideration on such Class), (ii) make good any shortfall reflected in the Principal Deficiency Ledgers in respect of the Class A Notes, the Class B Notes and the Class C Notes until the debit balance, if any, on each such Principal Deficiency Ledger is reduced to zero and (iii) replenish the Reserve Account up to the amount of the Reserve Account First Target Level and the Reserve Account Second Target Level, in accordance with and subject to the Revenue Priority of Payments.

Following the First Optional Redemption Date and provided that no Enforcement Notice has been delivered, there is a risk that, in the event that on any Notes Payment Date, prior to redemption in full of the Mortgage-Backed Notes, the Issuer has insufficient funds available to it to satisfy its obligations in respect of Subordinated Step-up Consideration

due in respect of any Class of Rated Notes on such Notes Payment Date. In that event, the amount available (if any) shall be applied towards satisfaction of the Subordinated Step-up Consideration due on such Notes Payment Date to the holders of (i) the Class A Notes on a *pro rata* and *pari passu* basis in accordance with the respective amount of Class A Subordinated Step-up Consideration to be distributed to the Class A Noteholders at such time and, thereafter, (ii) the Class B Notes on a *pro rata* and *pari passu* basis in accordance with the respective amount of Class B Subordinated Step-up Consideration to be distributed to the Class B Noteholders at such time and, thereafter (iii) the Class C Notes on a *pro rata* and *pari passu* basis in accordance with the respective amount of Class C Subordinated Step-up Consideration to be distributed to the Class C Noteholders at such time. Following delivery of an Enforcement Notice, the right of payment of Subordinated Step-up Consideration in respect of the Class A Notes is subordinated to the right of payment of principal under the Class A Notes and the right of payment of Subordinated Step-up Consideration in respect of each relevant Class of Rated Notes, other than the Class A Notes, is subordinated to the right of payment of principal and Subordinated Step-up Consideration under each other Class of Notes in reverse alphabetical order.

Non-payment of the Subordinated Step-up Consideration will not cause an Event of Default but a *pro rata* share of such shortfall shall be treated as if it were an amount due on the next succeeding Notes Payment Date as long as such Subordinated Step-up Consideration has not been paid. The credit ratings assigned by the Credit Rating Agencies do not address the likelihood of any payment of the Subordinated Step-up Consideration in respect of any relevant Class of Rated Notes.

The risk that the Issuer is not able to fulfil its payment obligations in respect of the Subordinated Step-up Considerations arises, among other things, if any of the credit risks described in the risk factors included in this Prospectus materialises and as a result of such credit risk materialising the Issuer will have insufficient funds available to fulfil its payment obligations in respect of the Subordinated Step-up Consideration.

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 Dublin for the 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. 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 mortgage-backed securities in the past has had a severe adverse effect on the market value of mortgage-backed securities. Limited liquidity in the secondary market may have a severe adverse effect on the market value of mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. 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 mortgage-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 mortgage-backed securities and the effect thereof on the value of the Notes.

Risks in relation to negative interest rates on the Issuer Transaction Accounts

Pursuant to the Issuer Account Agreement the interest rate accruing on the balances standing to the credit of any of the Issuer Transaction Accounts could be less than zero in case EONIA minus the applicable margin is below zero. Any negative interest will be payable by the Issuer to the Issuer Account Bank. If the Issuer has the obligation to pay interest accruing on the balances standing to the credit of any of the Issuer Transaction 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 Transaction Accounts. This risk increases if the amount deposited on the Issuer Transaction Accounts becomes (more) substantial and/or if the EONIA rate becomes more negative. Ultimately such negative interest rate and/or an enduring obligation of the Issuer to make such payments in respect thereof to the Issuer Account Bank could result in the Issuer having insufficient funds to pay any amounts due

under the Notes in full, which may therefore result in losses under the Notes.

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 by the Seller of the Clean-Up Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option, the exercise by the Issuer of the Tax Call Option, the exercise by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller of the Remarketing 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 the Dutch tax treatment of mortgage interest 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 or 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 Clean-Up Call Option, the Seller Call Option, the Risk Retention Regulatory Change Call Option, the Tax Call Option, or the Remarketing Call Option) of all (but not some) of the Mortgage Receivables will cause the Issuer to make payments of principal on each Class of Mortgage-Backed Notes earlier than expected and will shorten the maturity of such Class. Subsequently, 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 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.

Risks related to early redemption of the Notes in case of (i) the exercise by the Seller of the Clean-Up Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option, or (ii) the exercise by the Issuer of the Tax Call Option or (iii) the exercise by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller of the Remarketing Call Option

The Issuer has the option to redeem the Mortgage-Backed Notes at their Principal Amount Outstanding prematurely, on any Notes Payment Date, subject to and in accordance with Condition 6(e) (*Redemption for tax reasons*), for certain tax reasons by exercising the Tax Call Option. In addition, if the Seller exercises the Clean-Up Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option or if the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller exercises the Remarketing Call Option, the Issuer has the obligation to apply the proceeds to redeem the Mortgage-Backed Notes at their Principal Amount Outstanding prematurely subject to and in accordance with Condition 6(b) (*Mandatory redemption of the Mortgage-Backed Notes*) and in respect of the Class D Notes Condition 9(b)(*Principal*). The sale price of the Mortgage Receivables may be lower than the Principal Amount Outstanding under the relevant Notes in certain circumstances. Following the redemption of the Mortgage-Backed Notes, the Class S Redemption Condition is met and the Class S Notes will be subject to mandatory redemption (in whole or in part) on a *pro rata* basis in the circumstances set out in, and subject to and in accordance with, the Conditions through the application of the Available Class S Redemption Funds.

If the Issuer decides to offer for sale the Mortgage Receivables to exercise of the Tax Call Option, the Issuer will notify the Seller of such decision by written notice at least sixty-seven (67) calendar days prior to the scheduled date of redemption and will first offer such Mortgage Receivables to the Seller. The Seller shall within a period of fourteen (14) calendar days after receipt of such notice inform the Issuer whether it wishes to repurchase the Mortgage Receivables. After such period of fourteen (14) calendar days, if the Seller has not indicated that it wishes to repurchase the Mortgage Receivables and if the Issuer finds a third party that is willing to purchase the Mortgage Receivables, the Issuer will notify the Seller of the terms of such third party's offer by written notice at least thirty-nine (39) calendar days prior to the scheduled date of such sale. After having received the written notice as set forth in the foregoing sentence, the Seller will have the right, but not the obligation, to repurchase all the Mortgage Receivables (but not

some only) on the terms of such third party's offer to purchase the Mortgage Receivables on the scheduled date of such sale, provided that the Seller shall within a period of seven (7) calendar days after receipt of such notice inform the Issuer that it wishes to repurchase all the Mortgage Receivables (but not some only) on the scheduled date of such sale. The absence of such timely notice by the Seller will entitle the Issuer to sell the Mortgage Receivables to such third party. 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 Notes earlier than expected or upon early redemption as a result of the exercise of the Clean-Up Call Option, the Seller Call Option, the Risk Retention Regulatory Change Call Option, the Tax Call Option, or the Remarketing 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 Notes and may only be able to do so at a significantly lower rate.

Risk that the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller, will not exercise the Remarketing Call Option and the risk that the Seller will not exercise the Seller Call Option or the Risk Retention Regulatory Change Call Option or that necessary parties do not co-operate with the exercise of the Remarketing Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option which may result in the Notes not being redeemed prior to their legal maturity
Notwithstanding the Subordinated Step-up Consideration applicable to the Rated Notes from the First Optional Redemption Date, no guarantee can be given that the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller will on the First Optional Redemption Date or on any Optional Redemption Date thereafter exercise the Remarketing Call Option or that the Seller will on the First Optional Redemption Date or on any Optional Redemption Date thereafter exercise the Seller Call Option. The exercise of such right will, among other things, depend on the ability and wish of the Seller and, in respect of the Remarketing Call Option, the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller, to request the Issuer to sell all Mortgage Receivables at no less than the Required Call Amount or to provide the Issuer with sufficient funds to repay the Noteholders or to restructure the Mortgage-Backed Notes as further described in Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*). Similarly, no guarantee can be given that the Seller will on any Notes Payment Date exercise the Risk Retention Regulatory Change Call Option.

Finally, any exercise by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller of the Remarketing Call Option is subject to the necessary parties co-operating with the Seller to achieve the successful structuring and marketing of new notes or restructured Notes, as the case may be.

Noteholders anticipating on the exercise of the Remarketing Call Option, the Risk Retention Regulatory Change Call Option, the Seller Call Option and as a result thereof on redemption of the Notes prior to the Final Maturity Date, should be aware that if the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller does not exercise the Remarketing Call Option or if the Seller does not exercise the Seller Call Option or the Risk Retention Regulatory Change Call Option or that necessary parties do not co-operate with the exercise of the Remarketing Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option, this may result in the Notes not being redeemed prior to the Final Maturity Date and Noteholders may lose reinvestment opportunities.

Maturity risk
The ability of the Issuer to redeem all of the Notes 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 Notes. In case such amount is not sufficient, this will lead to losses on the Notes.

Class A Notes may not be recognised as eligible Eurosystem Eligible Collateral
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 one of the ICSDs as Common Safekeeper. 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 templates which are available on the website

of the European Central Bank or, following a three month transitional period after a repository has been designated pursuant to article 10 of the Securitisation Regulation, with the loan-level data template as adopted in the final regulatory technical standards and final implementing technical standards pursuant to article 7(4) of the Securitisation Regulation. It has been agreed in the Administration Agreement and the Servicing Agreement, respectively, that the Issuer Administrator or, at the instruction of the Issuer Administrator, the Servicer, shall use its best efforts to make such loan-by-loan information available on a quarterly basis within one month after each Notes Payment Date, for as long as such requirement is effective, to the extent it has such information available. Should such loan-by-loan information not comply with the European Central Bank's requirements or not be available at such time, the Class A Notes may not be recognised as Eurosystem Eligible Collateral. The Subordinated Notes are not intended to be held in a manner which allows their Eurosystem eligibility. In addition, the Eurosystem eligibility criteria include that the Notes must be admitted to trading on a regulated market as defined in the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, or traded on certain non-regulated markets specified by the ECB.

Application has been made to Euronext Dublin 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 Dublin. If the Class A Notes will 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 a loss if they intend to sell any of the Class A Notes.

Risk 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, also, to help enterprises across Europe to enjoy better access to credit, boost investments, create jobs and thus support the overall economic growth. The expanded asset purchase programme commenced in March 2015 and encompasses the earlier announced asset-backed securities purchase programme and the covered bond purchase programme. On 18 March 2020, the Governing Council of the ECB decided to launch a new additional 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 the coronavirus, COVID-19 (see further *Risks related to COVID-19*). This new Pandemic Emergency Purchase Programme was initially announced to have an overall envelope of EUR 750 billion and that purchases, which would be conducted until the end of 2020, would 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 Pandemic Emergency Purchase Programme and that purchases will be conducted until at least the end of June 2021. On 10 December 2020, it was announced that the envelope of the Pandemic Emergency Purchase Programme will be increased by EUR 500 billion to a total of EUR 1,850 billion. In addition, the horizon for net purchases under the Pandemic Emergency Purchase Programme will be extended to at least the end of March 2022. It remains to be seen what the effect of the new Pandemic Emergency Purchase Programme will be on the volatility in the financial markets and the overall economy in the Eurozone and the wider European Union. In addition, a termination of the asset purchase programme and the new Pandemic Emergency Purchase Programme could have an adverse effect on the secondary market value of the Notes and the liquidity in the secondary market for the Notes. The Noteholders should be aware that they may suffer losses if they intend to sell any of the Notes on the secondary market for such Notes as a result of the impact of the asset purchase programme and/or a potential termination of the asset purchase programme and/or the Pandemic Emergency Purchase Programme 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 late-2019, the highly-infectious coronavirus named 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 and new measures may be introduced or measures may be re-introduced in case of a new outbreak 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. Some measures have disrupted (and could disrupt again if re-introduced) the normal flow of business operations (including global supply chains) in those countries and regions, including the Netherlands, and have resulted in economic 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 and implemented 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. Payment holidays have been requested and granted to borrowers under mortgage loans and may be requested by and, subject to certain criteria as well as governmental and/or regulatory action, granted to Borrowers who are deemed to be in distress due to COVID-19, pursuant to which Borrowers would be allowed to defer making payments under the Mortgage Receivables for an initial period of up to three (3) months, which may be extended by a further three (3) months subject to certain criteria. Payment holidays may result in payment disruptions and possibly higher losses under the Mortgage Receivables.

Governments, regulators and central banks, including the ECB, have also announced that they are taking or considering measures in order to safeguard the stability of the financial sector, to encourage lending to the business sectors which are most affected and to ensure that the payment system continues to function properly. Measures that have been taken amongst others include the adoption of a package of temporary collateral easing measures to facilitate the availability of eligible collateral for banks to participate in liquidity providing operations, a temporary reduction of the capital requirements for market risk by allowing banks to adjust the qualitative market risk multiplier, a delay in the introduction of the leverage ratio buffer, changes to the minimum amount of capital that banks are required to hold for non-performing loans under the prudential backstop as well as other changes to the prudential framework applicable to banks.

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. Likewise it is not possible to predict how adversely the economy would be affected by the current or any potential future measures aimed at preventing the further spread of COVID-19 and at limiting damage to the real 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.

In an attempt to mitigate the economic fallout caused by the COVID-19 pandemic, various fiscal initiatives as well as an expanded purchase programme of the ECB have been implemented (see *Risk related to the ECB Purchase Programme*). Furthermore, the European Union finance ministers agreed on a EUR 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 losses as a result of potential increased payment defaults under the Mortgage Receivables if no such economic recovery would 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*.

Risk related to the Notes no longer being listed

Application has been made to Euronext Dublin for the Notes to be admitted to the official list and trading on its regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of MiFID II. Once admitted to the official list and trading on Euronext Dublin, there is a risk that any of such Notes will no longer be listed on Euronext Dublin. Consequently, investors may not be able to sell their Notes readily. The market values of the Notes may therefore decrease. This could adversely affect a Noteholder's ability to sell the Notes and/or the price an investor receives for the 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 Notes on the secondary market for such Notes and such Notes are no longer listed.

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 in recent years 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 Issuer, the Seller, the Servicer, the Originator, the Sub-servicers, the Swap Counterparty, the Issuer Account Bank and the Issuer Account Agent. 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 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 Issuer, the Seller, the Servicer, the Originator, the Sub-servicers, the Swap Counterparty, the Issuer Account Bank and the Issuer Account Agent 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.

These factors 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.

Risk related to the Notes held in global form

The Notes will initially be held by the relevant Common Safekeeper on behalf of Euroclear and/or Clearstream, Luxembourg in the form of a Global Note which will be exchangeable for Definitive Notes in limited circumstances as more fully described in Section 4.2 (*Form*). For as long as any Notes are represented by a Global Note held by the relevant Common Safekeeper on behalf of Euroclear and/or Clearstream, Luxembourg, payments of principal, interest, if any, and any other amounts on a Global Note will be made through Euroclear and/or Clearstream, Luxembourg (as the case may be) against presentation or surrender (as the case may be) of the relevant Global Note and, in the case of a Temporary Global Note, certification as to non-U.S. beneficial ownership. The bearer of the relevant Global Note, being the common safekeeper for Euroclear and/or Clearstream, Luxembourg, shall be treated by the Issuer and the Paying Agent as the sole holder of the relevant Notes represented by such Global Note with respect to the payment of principal, interest, if any, and any other amounts payable in respect of the Notes.

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 and/or Clearstream, Luxembourg, as the case may be.

Thus, the Noteholders will have to rely on the procedures of Euroclear and/or Clearstream, Luxembourg 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 Class D Notes

Unless between individuals not acting in the conduct of a business or profession, each transaction regarding the Class D 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 Dublin 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 Note. This is likely to have a negative impact on the liquidity and/or value of the Class D Notes.

Thus, the Class D Noteholders should therefore be aware that the Class D Notes may be illiquid and that they may suffer losses if they intend to sell any of the Class D Notes.

Notes in definitive form and denominations in integral multiples
The Notes have a denomination consisting of a minimum authorised denomination of EUR 125,000 plus higher integral multiples of EUR 1,000 with a maximum denomination of EUR 249,000. 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 125,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 249,000. No Notes in definitive form will be issued with a denomination above EUR 249,000. 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 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.

Risk that changes of law will have an effect on the Notes
The structure of the issue of the Notes and the credit ratings which are to be assigned to the Class A Notes, the Class B Notes and the Class C Notes are based on Dutch law, Luxembourg law and the laws of England and Wales in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible change to Dutch law, Luxembourg law and the laws of England and Wales or administrative practice in the Netherlands, Luxembourg or England and Wales after the date of this Prospectus.

Currently, the laws, regulations and administrative practice and the interpretation thereof relating to mortgage-backed securities such as the Notes are in a state of constant change in Europe (reference is, for example, made to the regulatory initiatives as described in the risk factor *Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*) and it is impossible for the Issuer to predict how these changes may in the future impact investors in the Notes, whether directly or indirectly.

The Security Trustee may agree to modifications without the Noteholders' prior consent
Pursuant to the terms of the Trust Agreement, the Security Trustee may agree without the consent of the Noteholders 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 Securitisation Regulation, the UK Securitisation Regulation and/or for the transaction to qualify as an STS Securitisation or as a UK STS Securitisation, and (ii) any other modification, and any waiver, authorisation or consent of any breach or proposed breach, of any of the provisions of the Trust Agreement, the Notes or any other Transaction Document which is in the opinion of the Security Trustee not materially prejudicial to the interests of the Noteholders provided that a Credit Rating Agency Confirmation is available in respect of such modification, authorisation, waiver or consent. Any such modification, authorisation, waiver or consent shall be binding on the Noteholders and other Secured Creditors and, if the Security Trustee so requires, such modification, authorisation, waiver or consent shall be notified to the Noteholders in accordance with Condition 13 (*Notices*) as soon as practicable thereafter.

In addition, the Security Trustee may agree, without the consent of the Noteholders, to (a) the entering into of a new Transaction Document by the Issuer with a successor of the relevant counterparty or (b) the transfer of the rights and obligations under a Transaction Document by the relevant counterparty to a successor provided that (i) a Credit Rating Agency Confirmation is available in connection with such transfer or contracting, (ii) the rights deriving from such new transaction document, if any, will be pledged to the Security Trustee and (iii) if the relevant counterparty will be a Secured Creditor, the relevant successor will accede to the Parallel Debt Agreement and will agree to be bound by the provisions thereof (including the limited recourse and no petition provisions thereof).

The Security Trustee may further agree with the other parties to any Transaction Document, without the consent of the Noteholders, to any modification of the relevant Transaction Documents (including the Hedging Agreements) in order to enable the Issuer and/or the Swap Counterparty to comply with any requirements which apply to it under certain regulations provided in all circumstances that certain conditions are met (subject to Condition 14(e) (*Modifications agreed with the Security Trustee*). 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 and/or the Conditions without their knowledge or consent, could have an adverse effect on the value of such Notes.

Prior consent rights of other parties

The Swap Counterparty's written consent is required for any amendment, such consent not to be unreasonably withheld or delayed, (i) to clause 4 of the Servicing Agreement, (ii) which constitutes a Basic Terms Change, (iii) to the Issuer's right to sell or assign the Mortgage Receivables under the Transaction Documents or to redeem the Notes under the Conditions, (iv) to Condition 14(f) or clause 19.3 of the Trust Agreement or (v) to the Transaction Documents, the Conditions or the Interest Rate Policy Letter, which in the Swap Counterparty's reasonable opinion will have a material adverse impact on the currency, amount, timing or priority of payments due to be made by or to the Swap Counterparty under either the Swap Agreement or the NAMS Rebalancing Agreement. Furthermore, the Swap Counterparty's written consent is required for any restructuring of the Notes or structuring of new notes pursuant to Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*), such consent not to be unreasonably withheld or delayed. In case of an amendment which constitutes a Basic Terms Change, no such consent will be required if the Swap Counterparty fails to respond within ten (10) Business Days of written request for consent from the Security Trustee. Therefore, the Swap Counterparty effectively can veto certain proposed modifications, amendments or waivers.

Furthermore, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement to notify the Seller of the following amendments or modifications: (i) an amendment or modification to the definition of Mortgage Loans, (ii) amendments or modification to the circumstances in which the Seller may sell the Mortgage Loans or agree to change the terms of any of the Mortgage Loans and (iii) amendments or modifications to the servicing of the Mortgage Receivables. In addition, the Issuer has agreed with the Seller that it will not agree to such amendment or modification if the Seller has, within five (5) Business Days, has used its veto right on such proposed amendment or modification.

As a consequence of the veto rights of the Swap Counterparty and the Seller, the Issuer and the Noteholders may experience difficulties to implement certain changes to the transaction described in this Prospectus and the Transaction Documents, which would be in the interest of the Issuer and/or the Noteholders but contrary to the interest of the Swap Counterparty. This may lead to losses under the Notes and/or have an adverse effect on the (value of the) Notes (of which the Noteholders should be aware in relation to any intended sale of the Notes).

Risk relating to conflict of interest between the interests of holders of different Classes of Notes and Secured Creditors

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). If, in the sole opinion of the Security Trustee in respect of certain matters 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 Higher Ranking Class of Notes. 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 interest of Secured Creditors ranking higher in the Post-Enforcement Priority of Payments than the relevant Class of Notes shall prevail and therefore there is a risk that actions of the Security Trustee (in conflicting circumstances having regard only to the interests of the Higher Ranking Class of Notes) may not be in the interests of a Noteholder (other than the holders of the Higher Ranking 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.

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 or individual Noteholder in case of a resolution of the relevant Class and/or in each case without the Noteholder being present at or aware of the relevant meeting (see for more details and information on the required majorities and quorum, Condition 14 (*Meetings of Noteholders; Modification; Consents; Waiver*)). The interests of the Noteholders of the Most Senior Class may not be aligned with the other Noteholders and there is therefore a risk that an Extraordinary Resolution of Noteholders of Most Senior Class will conflict with the interests of such other Noteholders. Noteholders are therefore exposed to the risk that changes are made to the Transaction Documents and the Conditions, upon the passing of an Extraordinary Resolution of Noteholders of the Most Senior Class without their knowledge or consent, which may be against the interest of such Noteholder and which 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 and the Conditions, upon approval of an Extraordinary Resolution of Noteholders of Most Senior Class without their knowledge or consent, could have an adverse effect on the value of such Notes.

Risk related to absence of Monthly Mortgage Reports
Pursuant to the Trust Agreement, in case the Issuer Administrator does not receive a Monthly Mortgage Report from the Servicer with respect to a Mortgage Calculation Period, the Issuer (or the Issuer Administrator on its behalf) shall have the right to calculate and determine the Available Revenue Funds and the Available Principal Funds and all amounts payable under the Transaction Documents using the three most recent Monthly Mortgage Reports available in accordance with the Administration Agreement.

When the Issuer or the Issuer Administrator on its behalf receives the Monthly Mortgage Report relating to the Mortgage Calculation Period for which such calculations have been made, it will make reconciliation calculations and reconciliation payments and credit or debit, as applicable, such amounts from the Revenue Reconciliation Ledger and the Principal Reconciliation Ledger as set out in the Administration Agreement. Any (i) calculations properly done in accordance with the Trust Agreement and in accordance with the Administration Agreement, (ii) payments made and payments not made under any of the Notes and Transaction Documents in accordance with such calculations and (iii) reconciliation calculations and reconciliation payments made or payments not made as a result of such reconciliation calculations, each in accordance with the Administration Agreement, shall be deemed to be done, made or not made in accordance with the provisions of the Transaction Documents and will in themselves not lead to an event of default or any other default or termination event under any of the Transaction Documents or breach of any triggers included therein (including but not limited to Assignment Notification Events and Pledge Notification Events). Therefore there is a risk that the Issuer pays out less or more interest and/or Subordinated Step-up Consideration, to the extent applicable, and, respectively, less or more principal on the Notes than would have been payable if Monthly Mortgage Reports relating to the relevant Mortgage Calculation Period were available. This may lead to losses under the Notes.

2.3 RISKS RELATED TO CREDIT RATINGS

Risk that the ratings of the Rated Notes change
The ratings to be assigned to the Rated 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 credit 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' judgment, circumstances so warrant. The Issuer does not have an obligation to maintain the credit ratings assigned to the Rated Notes. Any decline in or withdrawal of the credit ratings of the Rated Notes or changes in credit rating methodologies may affect the market value of the Notes.

Credit ratings may not reflect all risks
The credit ratings assigned by Fitch address the likelihood of (a) timely payment of interest to the Class A Noteholders and the Class B Noteholders on each Notes Payment Date and payment in full of principal on the Final Maturity Date to the Class A Noteholders and the Class B Noteholders and (b) full payment of interest and principal due to the Class C Noteholders by a date that is not later than the Final Maturity Date but, for the avoidance of doubt, do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated Notes. The credit

ratings assigned by DBRS on the Closing Date address (a) the full and timely payment of interest and the ultimate payment of principal to the Class A Noteholders by a date that is not later than the Final Maturity Date, (b) the ultimate payment of principal and ultimate payment of interest to the Class B Noteholders prior to them being the Most Senior Class of Notes outstanding and timely payment of interest once they are the Most Senior Class of Notes outstanding and (c) the ultimate payment of interest and principal to the Class C Noteholders by a date that is not later than the Final Maturity Date, each in accordance with and subject to the Conditions but, for the avoidance of doubt, do not address the likelihood of payment of the Subordinated Step-up Consideration in respect of any of the Rated 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 judgment, the circumstances in the future so require. A deterioration of the credit quality of any of the Issuer's counterparties might have an adverse effect on the credit rating assigned to the Class A Notes, the Class B Notes and/or the Class C Notes. The Class D Notes and the Class S Notes will not be assigned a credit rating.

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

Risk related to unsolicited ratings on the Notes
Other credit rating agencies that have not been engaged to rate the Notes by the Issuer may issue unsolicited credit ratings on the Notes at any time. Any unsolicited ratings in respect of the Notes may differ from the ratings expected to be assigned by Fitch and DBRS and may not be reflected in any final terms. Issuance of an unsolicited rating which is lower than the ratings assigned by Fitch and DBRS in respect of the Notes may adversely affect the market value and/or the liquidity of the Notes.

Risk related to confirmations from Credit Rating Agencies and Credit Rating Agency Confirmations
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 rating of the applicable Class or Classes of Rated Notes would not be adversely affected by such exercise.

A credit rating is an assessment of credit risk and does not address other matters that may be of relevance to the Noteholder. A confirmation from a Credit Rating Agency regarding any action proposed to be taken by 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 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 Rated 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 such Noteholders, the Issuer, the Security Trustee or any other person or create any legal relationship between the Credit Rating Agencies and the 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 in the context of cumulative 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 the relevant Credit Rating Agency that the then current ratings of the Rated Notes will not be adversely affected by or withdrawn as a result of the relevant matter (a "**confirmation**"), but also includes:

(a) 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

(b) if no confirmation and no indication is forthcoming from any Credit Rating Agency and such Credit Rating Agency has not communicated that the then current ratings of the Rated 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).

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 Rated 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, the Class B Notes and/or the Class C Notes.

Thus, Noteholders incur the risk of losses under the Notes when relying solely on a Credit Rating Agency Confirmation, including on a confirmation from the relevant Credit Rating Agency that the then current ratings of the Rated 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, the Class B Notes and/or the Class C Notes, which may adversely affect the market value and/or the liquidity of the Notes.

2.4 HEDGING RISKS

Risks related to the Hedging Agreements

On or before the Closing Date, the Issuer, the Security Trustee and the Swap Counterparty will enter into the Swap Agreement and the NAMS Rebalancing Agreement to hedge the risk of a mismatch between the rates of interest to be received by the Issuer on the Swap Mortgage Receivables (which are from time to time fixed rate Mortgage Receivables which are not in arrears for more than 90 days) and Euribor for three (3) month deposits due by the Issuer on the Rated Notes. Accordingly, the Issuer will depend upon payments made by the Swap Counterparty to assist it in making interest payments on the Rated Notes on each Notes Payment Date on which a net payment is due from the Swap Counterparty to the Issuer under the Swap Agreement.

Risk of mismatch between Mortgage Interest Rates and Swap Fixed Rate

The Swap Fixed Rate payable by the Issuer under the relevant Swap Transaction pursuant to the Swap Agreement is determined by reference to the weighted average of the Loan Indices in respect of each Swap Mortgage Receivable in the relevant Reference Pool. Although the Originator and the Seller will have regard to the Loan Index in respect of any proposed reset of any interest rate applicable to any Mortgage Receivable (or part thereof), any proposed interest rate shall always be set subject to, and in accordance with, the applicable Interest Rate Policy and applicable laws, including, without limitation, principles of reasonableness and fairness, competition laws and the Mortgage Conditions. If the weighted average of the Mortgage Interest Rates at any time is lower than the Swap Fixed Rate (see Section 5.4 (*Hedging*)) at such time, the Issuer may have insufficient funds to make the required payments under the Swap Agreement and, as a result, a Swap Event of Default may occur in relation to the Issuer. For similar reasons, this could affect the availability of sufficient funds of the Issuer to make payments of amounts due by it, including under the Notes. This may lead to losses under the Notes.

Risk of mismatch between Swap Notional Amount and Outstanding Principal Amount of the Swap Mortgage Receivables due to amortisation during Swap Calculation Period

For each Swap Transaction, the Swap Notional Amount in respect of any Swap Calculation Period is determined as at the relevant Observation Date. As the Outstanding Principal Amount of the Swap Mortgage Receivables is expected to partially amortise during each Swap Calculation Period, but principal payments received after the relevant Observation Date will not be deducted from the Swap Notional Amount in respect of that Swap Calculation Period, the net amount payable by the Issuer under such Swap Transaction on any Notes Payment Date may be higher and as a result the amount available to Noteholders may be lower than if the Swap Notional Amount had exactly mirrored the amortisation of the Mortgage Receivables during the relevant Swap Calculation Period. This may lead to losses under the Notes.

Risks relating to termination of the Swap Transactions

The Swap Counterparty is obliged to make payments under the Swap Agreement without any withholding or deduction of taxes unless required by law. If any such withholding or deduction is required by law, the Swap Counterparty will be required to pay such additional amount as is necessary to ensure that the net amount actually received by the Issuer will equal the full amount that the Issuer would have received had no such withholding or deduction been required (save where the deduction is in relation to FATCA). The Swap Agreement will provide, however, that upon the occurrence of a change in tax law which becomes effective on or after the Closing Date, as a result of which the Swap Counterparty is required to, or there is a substantial likelihood that it will be required to (i) gross up a payment to the Issuer on account of withholding tax or (ii) receive a payment from the Issuer net of withholding tax, the Swap Counterparty may transfer its rights and obligations to another of its offices, branches or affiliates to avoid such a tax event. In circumstances where the Swap Counterparty is unable to transfer its rights and obligations under the Swap Agreement to another office, branch or affiliate, it will have the right to terminate the Swap Transactions. If the Issuer is required by law to make a withholding or deduction from any payment to be made to the Swap Counterparty under the Swap Agreement, the Issuer will not be obliged to pay any additional amounts to the Swap Counterparty in respect of the amounts so required to be withheld or deducted.

In the event that the Swap Counterparty is downgraded below the required ratings (as set out in the Swap Agreement), the Issuer may terminate the Swap Transactions if the Swap Counterparty fails, within a set period of time, to take certain actions intended to mitigate the effects of such downgrade. Such actions may include the Swap Counterparty, at its own cost, collateralising its obligations under the Swap Agreement, transferring its obligations to a replacement swap counterparty having at least the required ratings or procuring that an entity with at least the required ratings becomes a co-obligor with, or guarantor of, the Swap Counterparty. However, in the event the Swap Counterparty is downgraded there can be no assurance that a co-obligor, guarantor or replacement swap counterparty will be found or that the amount of collateral provided will be sufficient to meet the Swap Counterparty's obligations.

The Hedging Transactions may also be terminated if a Hedging Event of Default or a Hedging Termination Event occurs.

Hedging Events of Default under the Hedging Agreements in relation to the Issuer will be limited to (a) non-payment under the relevant Hedging Agreement, (b) certain insolvency events in respect of the Issuer and (c) Merger Without Assumption (as defined in the relevant Hedging Agreement), whereas all Hedging Events of Default under the Hedging Agreement shall apply in relation to the Swap Counterparty, other than (a) Cross Default and (b) Default Under Specified Transaction (each as defined in the relevant Hedging Agreement). See further Section 5.4 (*Hedging*) below.

A Hedging Termination Event under a Hedging Agreement will occur if (in summary) (i) it becomes unlawful for either party to perform its obligations under the relevant Hedging Agreement, (ii) a force majeure event occurs, (iii) a tax event occurs or (iv) a tax event upon merger occurs (see further Section 5.4 (*Hedging*)). In addition, a Swap Termination Event under the Swap Agreement will occur if: (a) the Issuer sells or assigns a Swap Mortgage Receivable, provided that a Swap Transaction that includes such Swap Mortgage Receivable in its Reference Pool will partially terminate in respect of a notional amount equal to the aggregate outstanding principal amount of the Swap Mortgage Receivable sold or assigned or (b) the Issuer fails to pay to the Swap Counterparty any amounts owed by the Issuer to the Swap Counterparty under the Swap Agreement following a breach by the Seller or the Originator of the covenant to comply set forth in the Mortgage Receivables Purchase Agreement, or (c) amendments are made without the Swap Counterparty's consent (not to be unreasonably withheld or delayed) (A) to clause 4 of the Servicing Agreement, (B) which constitute a Basic Terms Change (no such consent will be required if the Swap Counterparty fails to respond

within ten (10) Business Days of written request for consent from the Security Trustee), (C) to the Issuer's right to sell or assign the Mortgage Receivables under the Transaction Documents or to redeem the Notes under the Conditions, (D) to Condition 14(f) or clause 19.3 of the Trust Agreement or (E) to the Transaction Documents, the Conditions or the Interest Rate Policy Letter, which in the Swap Counterparty's reasonable opinion will have a material adverse impact on the currency, amount, timing or priority of payments due to be made by or to the Swap Counterparty under the Hedging Agreements, or (d) the Mortgage-Backed Notes are redeemed or repaid in full (other than pursuant to the exercise by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller of the Remarketing Call Option), or (e) the Mortgage-Backed Notes are purchased by the Issuer or are restructured or new notes are structured pursuant to Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*) without the prior written consent of the Swap Counterparty, or (f) an Enforcement Notice is served.

If a Hedging Transaction is terminated, the Issuer may be obliged to pay a termination payment to the Swap Counterparty and will be exposed to changes in the relevant rates of interest. The amount of the termination payment will be determined in accordance with the relevant Hedging Agreement and, in summary, by reference to the cost of entering into a replacement transaction or otherwise by reference to the losses (or gains) incurred in replacing, or in providing for the relevant party the economic equivalent of the material terms of that Hedging Agreement. Any such termination payment could be substantial. There can be no assurance that the Issuer will have sufficient funds available to make any termination payment due under the Hedging Agreement. Noteholders should be aware that if a termination payment is due to the Swap Counterparty (other than where it constitutes a Swap Counterparty Subordinated Payment) under the Swap Agreement, it will rank in priority to payments due from the Issuer under the Notes under the applicable Priority of Payments, and could therefore affect the availability of sufficient funds of the Issuer to make payments of amounts due from it under the Notes in full. This may lead to losses under the Notes.

Furthermore, if the Swap Mortgage Receivables amortise more quickly or more slowly than expected, the Swap Counterparty may be entitled to receive a NAMS Rebalancing Payment which will be payable *pari passu* with payment of the Swap Counterparty Subordinated Payment. Noteholders of the Class D Notes and the Class S Notes should be aware that if such NAMS Rebalancing Payment is due to the Swap Counterparty under the NAMS Rebalancing Agreement, or if a termination payment under the NAMS Rebalancing Agreement or a Swap Counterparty Subordinated Payment is due to the Swap Counterparty, it will rank in priority to payments due from the Issuer under the Class D Notes and the Class S Notes under the applicable Priority of Payments, and could affect the availability of sufficient funds of the Issuer to make payments of amounts due from it under the Class D Notes and the Class S Notes in full. In addition, if the Issuer has insufficient funds available to pay in full a NAMS Rebalancing Payment on any Notes Payment Date, this will not constitute an event of default under the NAMS Rebalancing Agreement and any unpaid amounts will be accrued and payable on the next subsequent Notes Payment Date on which funds are available. NAMS Rebalancing Payments may be significant and may increase over time if unpaid amounts are deferred and accrued.

If a Hedging Transaction is terminated and the Issuer, rather than the Swap Counterparty, is owed a termination payment, it will seek to apply any such termination payment to buy a replacement swap. There can be no assurance that such termination payment will be sufficient or that the Issuer will otherwise have sufficient funds available to cover the cost of a replacement swap. If a replacement swap agreement is entered into, this may be on terms less favourable to the Issuer and therefore Noteholders should be aware that this may mean that reduced amounts are available for distribution by the Issuer to the Secured Creditors (including, amongst others, the Noteholders), which could result in losses under the Notes.

The Issuer may not be able to enter into a replacement swap agreement with a replacement swap counterparty immediately or at a later date. If the Issuer has insufficient funds to enter into a replacement swap for any period of time or a replacement swap counterparty cannot be found, the risk of a difference between the rate of interest to be received by the Issuer on the Swap Mortgage Receivables and the rate of interest payable by the Issuer on the Notes will not be hedged, and as a result, the funds available to the Issuer may be insufficient to make the required payments of interest on the Notes (and indeed generally such other amounts payable to the Secured Creditors) if the rate of interest received by the Issuer on the Mortgage Receivables is substantially lower than the rate of interest payable by it on the Notes. In these circumstances, the holders of Notes may experience delays and/or reductions in the interest payments to be received by them. This may lead to losses under the Notes. In addition, a failure to enter into a replacement swap agreement may result in the reduction, qualification or withdrawal of the then current ratings of the Rated Notes by the Credit Rating Agencies.

Risks relating to the Swap Counterparty Floating Amount being based on Euribor
For each Swap Transaction, if the floating amount due from the Swap Counterparty in respect of any payment date (the "**Swap Counterparty Floating Amount**") is a negative amount (i.e. because Euribor for three (3) month deposits is negative), the Issuer will be required to pay to the Swap Counterparty an amount equal to the absolute value of such Swap Counterparty Floating Amount. If Euribor for three (3) month deposits is more negative than the positive margin on the relevant Class of Notes, the Issuer will not be compensated by a corresponding reduction in payments of interest to Noteholders of Notes or by payment from the Noteholders. If the Issuer is required to pay an amount equal to the absolute value of such Swap Counterparty Floating Amount, the Issuer may have insufficient funds to make the required payments under such Swap Transaction and, as a result, a Swap Event of Default may occur in relation to the Issuer.

Furthermore, the floating amount due from the Swap Counterparty to the Issuer under the Swap Agreement is based on Euribor. The Swap Agreement does not provide that such reference to Euribor be replaced by the Replacement Reference Rate as set out in Condition 4(j) (*Replacement Reference Rate*) following the benchmark reforms discussed in the paragraph *Benchmark reforms may cause benchmarks used in respect of the Notes to be materially amended or discontinued* and any other benchmark below and there can be no assurance that any applicable fallback provisions under the Swap Agreement would operate so as to ensure that the base floating interest rate used to determine payments under the Swap Agreement is the same as that used to determine interest payments under the Rated Notes. The fallback provisions under the Swap Agreement may also not apply at the same time as those set out in Condition 4(j) (*Replacement Reference Rate*). If the Reference Rate applicable to the Rated Notes is replaced by the Replacement Reference Rate and if the Replacement Reference Rate is higher than Euribor or any other benchmark used under the Swap Agreement at such time, this may result in a mismatch between the floating amount received by the Issuer under the Swap Agreement and the interest payable by the Issuer under the Rated Notes which may affect the ability of the Issuer to perform its obligations under the Notes. Further, as a result of such mismatch, the Issuer may have insufficient funds to meet its payment obligations under such Swap Agreement and, as a result, a Swap Event of Default may occur in relation to the Issuer. Prospective investors should also note that if the floating rate used under the Swap Agreement is modified pursuant to fallback provisions referred to above, either the Issuer or the Swap Counterparty may be required to make a payment to the other party under the Swap Agreement to account for any economic impact that would otherwise arise from such change to the floating rate. Any such payment could be substantial and, if payable by the Issuer to the Swap Counterparty, could mean that the Issuer has insufficient funds available to meet its other obligations, including its obligations under the Notes.

2.5 TAX RISKS

No obligation for the Issuer to compensate Noteholders for any tax withheld on behalf of any tax authority
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 imposed or levied ("**Taxes**"), unless the withholding or deduction of such Taxes are required by law. In that event, the Issuer will make the required withholding or deduction of such Taxes for the account of the Noteholders, as the case may be, and shall not pay any additional amounts to such Noteholders. In particular, but without limitation, no additional amounts shall be payable in respect of any Note or Coupon presented for payment where such withholding or deduction is required to be made pursuant to the Luxembourg law of December 23, 2005 introducing a final withholding tax on certain interest deriving from savings income, as amended, as regards Luxembourg resident individuals.

Changes to the Dutch tax treatment of mortgage interest may impose various risks
The Dutch tax system allows borrowers to deduct, subject to certain limitations, mortgage interest payments for owner-occupied residences from their taxable income. The deduction period allowed is restricted to a term of thirty (30) years.

For the year 2021, the maximum tax rate against which mortgage interest may be deducted for Dutch income tax purposes (the "maximum deductibility rate") is set at 43 per cent. As per 1 January 2022, the maximum deductibility rate decreases with 3 per cent. (instead of 0.5 per cent.) per annum (i.e., 40 per cent. in 2022) down to 37.05 per cent. in 2023.

These changes and any other or further changes in the tax treatment could 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). As a result, this may lead to the Issuer having insufficient funds available to fulfil its obligations under the Notes.

Risks related to the Issuer's Dutch tax position

The Issuer is based, managed and controlled in Luxembourg. The Issuer has been advised that on this basis the Issuer will not be treated as an entity that is a resident taxpayer in the Netherlands for Dutch corporate income tax purposes. The Issuer has also been advised that the criteria of a permanent establishment located in the Netherlands are not fulfilled and that on this basis its income will not be taxable in the Netherlands. However, investors should note that there is no certainty that the Dutch tax authorities will agree with this assessment. It cannot be entirely ruled out that the Dutch tax authorities may qualify the Sub-servicers or the Originator (either acting in its capacity of the Servicer or otherwise) as a permanent representative of the Issuer in the Netherlands or even assume that the Issuer has its place of effective management and control in the Netherlands.

If, in the unlikely event and contrary to the expectations of the Issuer, the Dutch tax authorities take the position that the Issuer is effectively managed and controlled in the Netherlands or the Issuer has a permanent establishment in the Netherlands:

(i) Dutch corporate income tax will, in principle, arise with respect to taxable income of the Issuer. However, in case the Issuer is subject to Dutch corporate income tax on the basis of being a resident taxpayer, its taxable income would be expected to be low. If the Sub-servicers would be treated as a permanent representative of the Issuer in the Netherlands, then the Issuer has been advised that the risk of this resulting in the recognition of taxable income of the Issuer in the Netherlands is remote;

(ii) payments made by the Issuer under the Notes to Noteholders that are *related entities* (within the meaning of the Dutch Withholding Tax Act 2021; *Wet bronbelasting 2021*) (see below) in respect of the Issuer may become subject to withholding tax in the Netherlands if (i) the Issuer is deemed to be a tax resident of the Netherlands and (ii) such related entity is established in a Listed Jurisdiction (as defined below) or in certain other circumstances as described below.

With respect to (ii) above, the Netherlands has introduced a new withholding tax on interest payments as of 1 January 2021 pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*). The new withholding tax will generally apply to interest payments made by an entity tax resident in the Netherlands to a *related entity* (as described below) tax resident in a Listed Jurisdiction (as defined below).

For purposes of the Dutch Withholding Tax Act 2021, an entity is considered a related entity of the entity tax resident in the Netherlands if (i) the entity 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. The term "**Qualifying Interest**" means a directly or indirectly held interest – either individually or jointly as part of a collaborating group (*samenwerkende groep*) – that confers a definite influence over the company's decisions and allows the holder of such interest to determine its activities (within the meaning of case law of the European Court of Justice on the freedom of establishment (*vrijheid van vestiging*)).

A jurisdiction is considered a 'listed jurisdiction' (a "**Listed Jurisdiction**"), if it is listed in the yearly updated Dutch Regulation on low-taxing jurisdictions and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*) which (i) includes jurisdictions with a corporation tax on business profits with a general statutory rate of less than 9% and (ii) jurisdictions that are included in the EU list of non-cooperative jurisdictions.

For the fiscal year 2021, the following 23 jurisdictions are Listed Jurisdictions: American Samoa, Anguilla, the Bahamas, Bahrain, Barbados, Bermuda, the British Virgin Islands, the Cayman Islands, Fiji, Guam, Guernsey, Isle of Man, Jersey, Palau, Panama, Samoa, Seychelles, Trinidad and Tobago, Turkmenistan, Turks and Caicos Islands, Vanuatu, the United Arab Emirates, and the U.S. Virgin Islands.

The new withholding tax may also apply in situations where the related entity has a permanent establishment located in a Listed Jurisdiction to which the interest payment is attributable; the related entity is entitled to the interest payment for the main purpose or one of the main purposes to avoid taxation for another person or entity and there is an artificial

arrangement or transaction or a series of artificial arrangements or transactions; the related entity is a hybrid entity (a hybrid mismatch); or the related entity is not resident in any jurisdiction, all within the meaning of the Dutch Withholding Tax Act 2021.

In practice, the Issuer may not always be able to assess whether a holder of Notes is a related entity with respect to the Issuer 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.

As provided for in Condition 7(a), if the Notes become subject to a withholding or deduction for or on account of any present or future taxes, including the new withholding tax on interest in the Netherlands, the Issuer will make the required withholding or deduction of such taxes for the account of the Noteholders and shall not pay any additional amounts to such Noteholders.

In certain circumstances, the Issuer and the Noteholders may be subject to U.S. withholding tax under FATCA
Whilst the Notes are in global form and held in the clearing systems, in all but the most remote circumstances it is not expected that FATCA will affect the amount of any payment received by the common safekeeper. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA Withholding. FATCA may affect payments to any ultimate investor that is a financial institution that is not entitled to receive payments free of FATCA Withholding, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA Withholding. Investors should choose custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA Withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. Pursuant to the terms and conditions of the Notes, the Issuer's obligations under the Notes are discharged once it has paid the common safekeeper for the clearing systems (as bearer of the Notes) and neither the Issuer nor any Paying Agent will be required to pay additional amounts should FATCA Withholding apply to any amount transmitted through the clearing systems and thereafter through custodians or other intermediaries.

If the Issuer does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors (including entities that hold the Notes), or is not otherwise exempt from or in deemed compliance with FATCA, the Issuer may be subject to FATCA Withholding on payments received from U.S. sources and certain payments from Participating FFIs which are attributable to US sources. Any such withholding imposed on the Issuer may reduce the amounts available to the Issuer to make payments on the Notes.

Prospective investors should consult their own tax advisers on how FATCA may apply to the Issuer and to payments they may receive in connection with the Notes.

2.6 REGULATORY RISKS

Securitisation Regulation and UK 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. This Securitisation Regulation creates a single set of common rules for European "institutional investors" (as defined in the Securitisation Regulation) as regards (i) risk retention, (ii) due diligence, (iii) transparency and (iv) underwriting criteria for loans to be comprised in securitisation pools. Such common rules replace the existing provisions in the CRR, the Solvency II Regulation and the AIFMR and introduce similar rules for UCITS management companies as regulated by the UCITS Directive and institutions for occupational retirement provisions falling within the scope of Directive (EU) 2016/2341 or an investment manager or an authorised entity appointed by an institution for occupational retirement provisions pursuant to article 32 of Directive (EU) 2016/2341. Secondly, the Securitisation Regulation creates a European framework for simple, transparent and standardised securitisations (STS Securitisations).

The UK Securitisation Regulation, which is aligned with the Securitisation Regulation other than some adjustments, applies in the United Kingdom since the beginning of 2021, subject to the temporary transitional relief being available

in certain areas. As of the date of this Prospectus, like the Securitisation Regulation, the UK Securitisation Regulation also includes risk retention and transparency requirements (imposed variously on the SSPE, the originator, the sponsor and/or original lender of a securitisation) and due diligence requirements which are imposed, under the UK Securitisation Regulation, on UK Institutional Investors in a securitisation, which currently mirror the risk retention and transparency requirements under the Securitisation Regulation. However, there is a risk that in the future such requirements under the UK Securitisation Regulation are no longer aligned with the corresponding requirements of the Securitisation Regulation.

The Securitisation Regulation and the UK Securitisation Regulation apply to the fullest extent to the Notes. The UK Securitisation Regulation does not apply to the Issuer or the Seller. However, to assist UK Institutional Investors to meet their due diligence requirements in accordance with article 5(1) of the UK Securitisation Regulation, the Seller has undertaken to comply with certain requirements set forth in the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date, and to make certain information available by reference to article 7 of the UK Securitisation Regulation. Prospective investors should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the Securitisation Regulation or referred to in article 7 of the UK Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation or the UK Securitisation Regulation. In case there is any change in the text or interpretation by the applicable regulator of the UK Securitisation Regulation after the Closing Date which diverges from the text or interpretation by the applicable regulator of the Securitisation Regulation, the Seller has undertaken to use its reasonable endeavours to continue to comply with the requirements of the UK Securitisation Regulation, including in relation to the risk retention requirements under article 6 of the UK Securitisation Regulation (including, without limitation the disclosure obligations imposed on it (if any) under article 7 of the UK Securitisation Regulation) and the requirements to make available information to investors referred to in article 7 of the UK Securitisation Regulation, each as if these were applicable to it. However, prospective investors should note that there can be no assurance that, in the future, the due diligence obligations under the UK Securitisation Regulation continue to be aligned with the corresponding obligations of the Securitisation Regulation and, if the due diligence obligations would no longer be aligned with the corresponding obligations in the Securitisation Regulation, that the Seller shall make available information as referred to under such due diligence obligations under the UK Securitisation Regulation. In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the Securitisation Regulation or, as applicable, the UK 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.

If the due diligence requirements or any other requirements under the Securitisation Regulation or, as applicable, the UK Securitisation Regulation, including the transparancy requirements and the risk retention requirements, are not or no longer satisfied then, depending on the regulatory requirements applicable to such European institutional investor or, as the case may be, UK Institutional Investor, an additional risk weight, regulatory capital charge and/or other regulatory sanction may be applied to such securitisation investment and/or imposed on such European institutional investor or, as the case may be, UK Institutional Investor. In addition, another European investor or UK investor may be less likely to purchase any of the Notes, which may have a negative impact on the ability of investors in the Notes to resell their Notes in the secondary market or on the price realised for such 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. 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 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. The Seller and the Issuer have used the service of PCS as the STS 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 STS Verification Agent on the Closing Date. There is a risk that the securitisation transaction described in this Prospectus does not or does not continue to qualify as an STS Securitisation under the Securitisation Regulation or as a UK STS Securitisation under the UK Securitisation Regulation at any point in time in the future or that the securitisation transaction is no longer comprised in the list published by ESMA referred to in article 27(5) of the Securitisation Regulation. 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.

It is noted that the securitisation transaction described in this Prospectus can also qualify as a UK STS Securitisation under the UK Securitisation Regulation until maturity, provided that the securitisation transaction is and remains to be included in the list published by ESMA and meets before 31 December 2022 and continues to meet the requirements of articles 19 to 22 of the Securitisation Regulation.

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 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. 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.

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, 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.

Risk that the transaction described in this Prospectus does not qualify as an STS Securitisation or a UK 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. It is noted that the securitisation transaction described in this Prospectus can also qualify as a UK STS Securitisation under the UK Securitisation Regulation until maturity, provided that the securitisation transaction is and remains to be included in the list published by ESMA and meets before 31 December 2022 and continues to meet the requirements of articles 19 to 22 of the Securitisation Regulation.

Although the Seller has used the service of PCS as STS 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 STS 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 or as a UK STS Securitisation under the UK 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 Issuer Administrator, the Seller, the Originator, the Joint Lead Managers, the Arrangers, the Security Trustee, the Servicer or any of the other transaction parties gives any explicit or implied representation or warranty (i) as to 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/or (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 or the UK 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 or as a UK STS Securitisation under the UK 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 and article 5 of the UK Securitisation Regulation. 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 or article 5 of the UK Securitisation Regulation.

Notwithstanding the STS Verification Agent's verification of compliance of a securitisation with articles 19 to 22 of the Securitisation Regulation, such verification by the STS Verification Agent 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 mechanistically rely on any STS notification or STS Verification Agent's verification to this extent.

Regulatory treatment of STS Securitisations, UK 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 or the UK which may have a further impact on, among other things, the risk weighting, liquidity and value of the Notes, which may have an adverse effect on the (value of the) Notes (of which the Noteholders should be aware in relation to any intended sale of the Notes).

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes
Regulatory capital requirements may be subject to determinations being made or discretion being exercised by the relevant competent authorities, or to different interpretations or 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 regulatory rules or requirements, including CRD IV, the EU Banking Reforms, the Basel III Reforms and Solvency II and the application of such rules or requirements to their holding of any Notes. None of the Issuer, the Security Trustee, the Seller, the Arrangers nor any of the Joint Lead Managers are responsible for informing Noteholders of the effects of changes to the regulatory rules or requirements, or interpretations thereof, or determinations being made or the exercise of discretion by the relevant competent authorities to risk-weighting or regulatory capital requirements which amongst others may be imposed on investors due to the adoption by their own regulator of regulatory regimes or rules such as, 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). None of the Issuer, the Security Trustee, the Arrangers, the Joint Lead Managers, the Seller, the Originator nor the Servicer make any representation whatsoever regarding the regulatory (capital) treatment of an investment in the Notes.

Benchmark reforms may cause benchmarks used in respect of the Notes to be materially amended or discontinued
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 it will apply and the timing of applying such reforms.

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.

Uncertainty as to the continuation of a benchmark, the availability of quotes from reference banks to allow for the continuation of rates on any Notes, and the rate that would be applicable if the Reference Rate is materially amended or is discontinued, may adversely affect the trading market and the value of and return on any such Notes.

Furthermore, the floating amount due from the Swap Counterparty to the Issuer under the Swap Agreement is based on Euribor. The Swap Agreement does not provide that such reference to Euribor be replaced by the Replacement Reference Rate as set out in Condition 4(j) (*Replacement Reference Rate*) following the benchmark reforms discussed in the paragraph *Benchmark reforms may cause benchmarks used in respect of the Notes to be materially amended or discontinued* and any other benchmark below, and there can be no assurance that any applicable fallback provisions under the Swap Agreement would operate so as to ensure that the base floating interest rate used to determine payments under the Swap Agreement is the same as that used to determine interest payments under the Rated Notes. See further *Risks relating to the Swap Counterparty Floating Amount being based on Euribor* above.

Moreover, any of the above changes or any other consequential changes to the Reference Rate or any other relevant benchmark, or any further uncertainty in relation to the timing and manner of implementation of such changes could affect the ability of the Issuer to meet its obligations under the Notes and could have a material adverse effect on the value or liquidity of, and amounts payable under, the Notes based on or linked to the Reference Rate or other benchmark.

Future discontinuance of the Reference Rate and certain other events relating to the Reference Rate may adversely affect the value of Notes and/or the amounts payable thereunder

Investors should be aware that, if Euribor or any other benchmark were discontinued or otherwise unavailable, the rate of interest on the Rated Notes, which reference Euribor or any other benchmark, will be determined for the relevant period by the fallback provisions set out in Condition 4(j) (*Replacement Reference Rate)* applicable to such Notes.

If the Reference Agent or the Issuer determines at any time prior to, on or following any Interest Determination Date, that the relevant reference rate has been discontinued or another Benchmark Event has occurred, the Issuer will use best efforts to appoint a Rate Determination Agent (as defined in Condition 4(j)) which may determine in its sole discretion, acting in good faith and in a commercially reasonable manner, a substitute, alternative or successor rate, as well as any necessary changes to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the Replacement Reference Rate (as defined in Condition 4(j)), including any Adjustment Spread (as defined in Condition 4(j)) or other adjustment factor needed to make such Replacement Reference Rate comparable to the Reference Rate, subject to Condition 14(g) (*Modification to facilitate Replacement Reference Rate with consent of the Noteholders*).

The Replacement Reference Rate will (in the absence of manifest error) be final and binding, and will apply to the relevant Notes without any requirement that the Issuer obtains consent of any Noteholders, subject to Condition 14(g) (*Modification to facilitate Replacement Reference Rate with consent of the Noteholders*). For the avoidance of doubt, if a Replacement Reference Rate is determined by the Rate Determination Agent in accordance with Condition 4(j), this Replacement Reference Rate will be applied to all relevant future payments on the relevant Notes, subject to Condition 4(j). Each Noteholder shall be deemed to have accepted the Replacement Reference Rate or such other changes pursuant to Condition 4(j).

If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate under Condition 4(j), this could result in the effective application of a fixed interest rate to what was previously a Note to which a floating rate of interest was applicable, which fixed interest rate is based on the rate which applied in the previous period when the Reference Rate was available. The Issuer will however be entitled (but not obliged) to in such case elect to re-apply the provisions of Condition 4(j), *mutatis mutandis*, on one or more occasions until a Replacement Reference Rate has been determined.

In addition, due to the uncertainty concerning the availability of successor rates and substitute reference rates and the involvement of a Rate Determination Agent (as defined in Condition 4(j)), the relevant fallback provisions may not operate as intended at the relevant time. In addition, the Replacement Reference Rate may perform differently from

the discontinued benchmark. This could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

There is no guarantee that an Adjustment Spread or other adjustment factor will be determined or applied, or that the application of any such factor will either reduce or eliminate economic prejudice to Noteholders. Furthermore, the process of determination of a replacement for the Reference Rate may result in the effective application of a fixed interest rate to what was previously a Note to which a floating rate of interest was applicable. The use of the Replacement Reference Rate may therefore result in the Rated Notes that referenced the Reference Rate performing differently (including potentially paying a lower interest rate) than they would do if the Reference Rate were to continue to apply in its current form. Furthermore, the Conditions may be amended by the Issuer, as necessary to ensure the proper operation of the Replacement Reference Rate, without any requirement for consent or approval of the Noteholders, subject to Condition 14(g) (*Modification to facilitate Replacement Reference Rate with consent of the Noteholders*).

Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes based on or linked to the Reference Rate or other benchmark.

There is a risk that the Rate Determination Agent may be considered an 'administrator' under the Benchmark Regulation

The Rate Determination Agent may be considered an ‘administrator’ under the Benchmark Regulation. This is the case if it is considered to be in control over the provision of the Replacement Reference Rate and/or the determined rate of interest on the basis of the Replacement Reference Rate and any adjustments made thereto by the Rate Determination Agent and/or otherwise in determining the applicable rate of interest in the context of a fallback scenario.

The Benchmark Regulation stipulates that each administrator of a benchmark regulated thereunder or the benchmark itself must be registered, authorised, recognised or endorsed, as applicable, in accordance with the Benchmark Regulation. There is a risk that administrators (which may include the Rate Determination Agent in the circumstances as described above) of certain benchmarks will fail to timely obtain such registration, authorisation, recognition or endorsement, preventing them from continuing to provide such benchmarks, or may otherwise choose to discontinue or no longer provide such benchmark. This will also affect the possibility for the Issuer to apply the fallback provision of Condition 4(i) meaning that the Reference Rate will remain unchanged. Other administrators may cease to administer certain benchmarks because of the additional costs of compliance with the requirements of the Benchmark Regulation such as relating to governance and conflict of interest, control frameworks, record-keeping and complaints-handling.

This could have a material adverse effect on the value of and return on the Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

Potential investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation and benchmark reforms, investigations and licensing issues in making any investment decision with respect to the Notes.

Bank Recovery and Resolution Directive and SRM Regulation

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. To enable the competent authorities to intervene in a timely manner or to resolve an institution, the BRRD and the SRM Regulation give them certain tools and powers. In a resolution scenario, this includes the tools and powers to transfer assets or liabilities to third parties, to write-down or convert ('bail-in') capital instruments or eligible liabilities or to terminate or amend agreements. Certain parties to the Transaction Documents may be subject to the BRRD, the SRM Regulation and/or 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, 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. Furthermore, to ensure that these tools and powers are effective, the BRRD and SRM Regulation require EU member states to impose various requirements on institutions or their counterparties and they provide for exclusion and suspension of contractual rights. The BRRD and SRM Regulation do, however, also provide for certain safeguards for contractual counterparties. If at any time any such powers are used by the relevant national resolution authority in its capacity as national resolution authority or, the Single Resolution Board or any other relevant authority in relation to a counterparty of the Issuer or another party to the Transaction Documents, this could result in losses to, or otherwise affect the rights of, Noteholders and/or could affect the credit ratings assigned to the Rated Notes.

European Market Infrastructure Regulation (EMIR)
EMIR may have a potential impact on the Hedging Agreements as OTC derivative contracts. EMIR establishes certain requirements for OTC derivative contracts, including (i) mandatory clearing obligations, (ii) the mandatory exchange of initial and/or variation margin, (iii) other risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty and (iv) reporting requirements.

The Issuer is not expected to be or become subject to the margin requirements or the clearing obligation, as these only apply to certain financial counterparties (including small financial counterparties) (as defined in EMIR) and non-financial counterparties (as defined in EMIR) that exceed the applicable clearing threshold (established on a group basis). However, the possibility cannot be excluded that the Issuer may in the future, whether as a result of changes to the legislation or group activity, qualify as such counterparty. If it does not comply with the requirements for an exemption, it will have to comply with the margin requirements or the clearing obligation. This would lead to significantly more administrative burdens, higher costs and potential complications, for instance if the Issuer will be required to enter into a replacement swap agreements or to amend the Swap Agreement, as the case may be, in order to comply with these requirements. If the Issuer fails to comply with the rules under EMIR it may be liable for an incremental penalty payment or fine. The impact could significantly adversely affect the Issuer's ability to meet its payment obligations in respect of the Notes which may lead to losses under the Notes. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR in making any investment decision in respect of the Notes.

Volcker Rule
Under Section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules (the "**Volcker Rule**"), U.S. banks, foreign banks with U.S. branches or agencies, bank holding companies, and their affiliates (collectively, the "Relevant Banking Entities" as defined under the Volcker Rule) are prohibited from, among other things, acquiring or retaining any ownership interest in, or acting as sponsor in respect of, certain investment entities referred to in the Volcker Rule as covered funds, except as may be permitted by an applicable exclusion or exception from the Volcker Rule. In addition, in certain circumstances, the Volcker Rule restricts relevant banking entities from entering into certain credit exposure related transactions with covered funds. Full conformance with the Volcker Rule has been required since 21 July 2015.

Key terms are widely defined under the Volcker Rule, including "banking entity", "ownership interest", "sponsor" and "covered fund". In particular, "banking entity" is defined to include certain non-U.S. affiliates of U.S. banking entities. A "covered fund" is defined to include an issuer that would be an investment company under the Investment Company Act of 1940 but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule's implementing regulations. An "ownership interest" is defined to include, among other things, interests arising through a holder's exposure to profits and losses in the covered fund, as well as through any right of the holder to participate in the selection or removal of an investment adviser, manager, or general partner, trustee, or member of the board of directors of the covered fund.

No representation or warranty nor any advice is given or deemed given by any entity named in this Prospectus nor the Arrangers, the Joint Lead Managers nor any of their respective affiliates on whether the Issuer may qualify or not as a "covered fund", whether the Notes represent "ownership interests" within the definitions provided for under the Volcker Rule or whether exemptions are available under applicable U.S. laws and regulations in respect of the Issuer.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may restrict the ability of prospective purchasers to invest in the Notes and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. It is noted in this respect that the Issuer has been advised that the holding of Notes will not constitute ownership interests in a "covered fund" for the purposes of the Volcker Rule.

Prospective investors which are Relevant Banking Entities must rely on their own independent investigation and appraisal of the Issuer and the terms of the offering and should consult their own legal advisers in order to assess whether an investment in the Notes would lead them to violate any applicable provisions of the Volcker Rule. Each investor is responsible for analysing its own position under the Volcker Rule and any similar measures and none of the Issuer, the Arrangers, the Joint Lead Managers, the Seller, the Servicer, the Sub-servicers, the Issuer Account Bank, the Issuer Account Agent, the Swap Counterparty or the Paying Agent makes any representation regarding such position, including with respect to the ability of any investor to acquire or hold the Notes, now or at any time in the future in compliance with the Volcker Rule and any other applicable laws. If the Issuer is considered a "covered fund", the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from, or face restrictions in, investing in the Notes. 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.

CRA Regulation and UK CRA Regulation

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by 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.

Furthermore, in general, UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the FCA on its website in accordance with the UK 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 FCA list.

The credit ratings issued by DBRS have been endorsed by DBRS Ratings Limited in accordance with the UK CRA Regulation. As such, the credit ratings issued by DBRS may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation. The credit ratings issued by Fitch have been endorsed by Fitch Ratings Limited in accordance with the UK CRA Regulation. As such, the credit ratings issued by Fitch may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation. Should any of the Credit Rating Agencies not be registered or endorsed or should such registration or endorsement be withdrawn or suspended, this may affect the price and liquidity of the Notes in the secondary market.

EU State Aid

In 2006 the EU Commission requested information from Luxembourg in respect of the Luxembourg Securitisation Act and the Luxembourg law on investment companies in risk capital (SICAR), as regards the compatibility of these laws with European provisions on State Aid. The Luxembourg Government replied to the questions raised in the summer of 2006. Following the reply by Luxembourg, the EU Commission has so far never taken any formal position on the question. As the discussion dates back over 5 years, it is generally expected that the Securitisation Act should not constitute prohibited State Aid, *inter alia*, as securitisation should not be viewed as a business enterprise. However, by lack of formal conclusion by the EU Commission it cannot be entirely excluded that the EU Commission would come back on the issue. In the event that the Luxembourg Securitisation Act would be considered to constitute prohibited State Aid, Luxembourg tax leakage at the level of the Issuer may increase both for the past as for the future. As set out above, there is no obligation for the Issuer to compensate Noteholders for any tax withheld on behalf of any tax

authority (see also Condition 7 (*Taxation*)). Such an increase of the Issuer's tax leakage could therefore adversely affect the ability of the Issuer to make payments to the Noteholders under the Notes which could lead to losses under the Notes.

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. Since 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. No assurance can be provided that the Notes qualify as HQLA beyond 30 April 2020, being the date on which the revised provisions of the LCR Delegated Regulation became applicable.

None of the Issuer, the Arrangers, the Joint Lead Managers, the Seller, the Originator or the Servicer 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.

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 the Originator 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 246.20 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 246.20 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.

2.7 RISKS RELATED TO THE MORTGAGE RECEIVABLES AND RELATED SECURITY

Risk related to payments received by the Seller prior to notification of the assignment to the Issuer
Under Dutch law, assignment of the legal title to 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 to the Mortgage Receivables has been or will be (as the case may be) assigned (i) from time to time by the Originator to the Seller (Assignment I) and (ii) on the Closing Date and, in respect of the New Mortgage Receivables and the Further Advance Receivables, on the relevant Purchase Date, by the Seller to the Issuer (Assignment II), each through deeds of assignment and registration thereof with the appropriate Dutch tax authorities. The Mortgage Receivables Purchase Agreement will provide that Assignment II 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. The same applies, *mutatis mutandis*, for Assignment I. For a description of these notification events reference is made to Section 7.1 (*Purchase, repurchase and sale*).

Under Dutch law, until notification of the Assignment I and Assignment II to the Borrowers, the Borrowers can only validly pay to the Originator in order to fully discharge their payment obligations (*bevrijdend betalen*). Upon notification of Assignment I and until notification of Assignment II, the Borrowers can only validly pay to the Seller.

Payments made by Borrowers under the relevant Mortgage Receivables prior to notification of Assignment I, but after bankruptcy having been declared in respect of the Originator will be part of the Originator'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. Payments made by Borrowers under Mortgage Receivables after notification of Assignment I and prior to notification of Assignment II, but after bankruptcy having been declared in respect of the Seller will fall into the Seller's bankruptcy estate, giving rise to a claim of the Issuer against the Seller for the amount of such payments, in the bankruptcy proceedings of the Seller and such claim of the Issuer would be ranked after the secured creditors of the Seller, if any. After notification of Assignment I and Assignment II, a Borrower can only validly make payments to the Issuer.

It is noted that the Seller has represented in the Mortgage Receivables Purchase Agreement that the Seller has its COMI, within the meaning of article 3 of the Recast Insolvency Regulation, in the Grand Duchy of Luxembourg (see also above under Risk factors regarding the Seller), that the Originator has its COMI, within the meaning of article 3 of the Recast Insolvency Regulation, in the Netherlands and that neither the Seller nor the Originator qualify as one of the entities listed in article 1(2) of the Recast Insolvency Regulation. In this respect it should also be noted that the Dutch Civil Code and the Dutch Bankruptcy Act (*faillissementswet*) do not include the *severe clawback provisions* as set out in in article 20(2) of the Securitisation Regulation. Similarly, it should further be noted that articles 445 and 446 of the Luxembourg Commercial Code do not include in themselves the *severe clawback provisions* as defined in article 20(2) of the Securitisation Regulation.

The Issuer has been advised that in the event of a bankruptcy of the Originator any amounts standing to the credit of the Relevant Collection Foundation Account relating to the Mortgage Receivables will not form part of the bankruptcy estate of the Originator. The Collection Foundation is set up as a special purpose bankruptcy remote entity. The objectives clause included in the articles of association (*statuten*) of the Collection Foundation is limited to collecting, managing and distributing amounts received on the Collection Foundation Accounts to the persons who are entitled to receive such amounts pursuant to the Receivables Proceeds Distribution Agreement.

Upon receipt of such amounts, the Collection Foundation will distribute to the Issuer or, after the delivery of an Enforcement Notice, to the Security Trustee any and all amounts relating to the Mortgage Receivables received by it on the Relevant Collection Foundation Account, in accordance with the relevant provisions of the Receivables Proceeds Distribution Agreement. Pursuant to the Receivables Proceeds Distribution Agreement, Intertrust Administrative Services B.V. and after an insolvency event relating to Intertrust Administrative Services B.V., a new administrator appointed for such purpose, respectively, will perform such payment transaction services on behalf of the Collection Foundation. For a description of the cash collection arrangements see Section 5 (*Credit Structure*).

Each Borrower has given a power of attorney to the Originator or any sub agent of the Originator respectively to collect amounts from his account due under the Mortgage Loan by direct debit. Under the Receivables Proceeds Distribution Agreement the Originator has undertaken to direct all amounts of principal and interest to the Relevant Collection Foundation Account maintained by the Collection Foundation which is a bankruptcy remote foundation (*stichting*) and in addition the Seller and the Servicer have undertaken the same. The Collection Foundation Accounts are held with ABN AMRO Bank N.V. As a consequence, the Collection Foundation has a claim against ABN AMRO Bank N.V. as the Collection Foundation Accounts Provider as the bank where such account is held, in respect of the balances standing to credit of the Collection Foundation Accounts.

There is a risk that the Originator (prior to notification of Assignment I and Assignment II) or its liquidator (following bankruptcy or suspension of payments but prior to notification) instructs the Borrowers to pay to another bank account. Any such payments by a Borrower would be valid (*bevrijdend*). Each of the Originator and the Seller is obliged to pay to the Issuer any amounts which were not paid on the Relevant Collection Foundation Account but to the Originator or, as the case may be, the Seller directly. However, receipt of such amounts by the Issuer is subject to such payments actually being made.

The Collection Foundation will enter into the Collection Foundation Accounts Pledge Agreement, see Section 4.7 (*Security*). Pursuant to the Collection Foundation Accounts Pledge Agreement, the Collection Foundation shall grant a first ranking disclosed right of pledge on the balance standing to the credit of the Collection Foundation Accounts in favour of the Security Trustee and the Previous Transaction Security Trustees jointly as security for any and all liabilities of the Collection Foundation to the Security Trustee and the Previous Transaction Security Trustees and a second ranking disclosed right of pledge in favour of, *inter alia*, the Issuer and the Previous Transaction SPVs jointly as security for any and all liabilities of the Collection Foundation to the Issuer and the Previous Transaction SPVs, both under the condition that, *inter alia*, future issuers (and any security trustees or agents) in securitisation transactions, covered bonds transactions, warehouse transactions, whole loan funding transactions and future vehicles in conduit transactions or similar transactions (and any security trustees or agents relating thereto) initiated by the Originator and/or the Seller or group companies thereof will also have the benefit of such right of pledge. Such rights of pledge are governed by Dutch law and have been notified to the Collection Foundation Accounts Provider. The rights of the Security Trustee and the Previous Transaction Security Trustees will rank *pari passu* to the rights of each further security trustee in such securitisation transactions, covered bonds transactions, warehouse transactions, whole loan funding transactions and future vehicles in conduit transactions or such other similar transactions and the rights of Issuer and the Previous Transaction SPVs will rank *pari passu* to the rights of each further issuer in such securitisation transactions, conduit transactions or similar transactions.

Each Previous Transaction Security Trustee and the Security Trustee have, and each future security trustee or agent in securitisation transactions, covered bonds transactions, warehouse transactions, whole loan funding transactions and future vehicles in conduit transactions or similar transactions (and any security trustees relating thereto) of or by the Originator and/or the Seller or group companies thereof will have, a certain *pari passu* ranking undivided interest, or "share" (*aandeel*) in the jointly-held pledge, entitling it to part of the foreclosure proceeds of the pledge over the Collection Foundation Accounts. As a consequence, the rules applicable to a joint-estate (*gemeenschap*) apply to the joint right of pledge. The share of the Security Trustee will be determined on the basis of the amounts in the Collection Foundation Accounts relating to the relevant Mortgage Receivables owned by the Issuer. Article 3:166 of the Dutch

Civil Code provides that co-owners will have equal shares, unless a different arrangement follows from their legal relationship. The co-pledgees have agreed that each pledgee's share within the meaning of article 3:166 of the Dutch Civil Code (*aandeel*) in respect of the balances of the Collection Foundation Accounts from time to time is equal to their entitlement in respect of the amounts standing to the credit of the Collection Foundation Accounts which relate to the mortgage receivables owned and/or pledged to them, from time to time. In case of foreclosure of the jointly-held right of pledge on the Collection Foundation Accounts (i.e. if the Collection Foundation defaults in forwarding or transferring the amounts received by it, as agreed), the proceeds will be divided according to each share. It is uncertain whether this sharing arrangement constitutes a sharing arrangement within the meaning of article 3:166 of the Dutch Civil Code and thus whether it is enforceable in the event of bankruptcy or suspension of payments of one of the pledgees. The same applies, *mutatis mutandis*, to the pledge for the Issuer and the Previous Transaction SPVs, and any future issuer in securitisation transactions, covered bonds transactions, warehouse transactions, whole loan funding transactions and future vehicles in conduit transactions or similar transactions of or by the Originator and/or the Seller or group companies thereof. In case the sharing arrangement is not enforceable in the event of bankruptcy or suspension of payments of one of the pledgees, this could lead to less income being available to the Issuer and ultimately to losses under the Notes.

Risks of losses associated with declining values of Mortgaged Assets

The value of the Notes may be affected by, among other things, a decline in the value of the Mortgaged Assets. A decline in value can be caused by many different circumstances, including but not limited to individual circumstances 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. The value of the Mortgaged Assets is exposed to decreases in real estate prices. In addition, a forced sale of those Mortgaged Assets may, compared to a private sale, result in lower sales proceeds for such Mortgaged Assets. A decline in value may result in losses to the Noteholders if such security is required to be enforced. These circumstances could affect receipts on the Mortgage Loans and ultimately result in losses on the Notes. To the extent that specific geographic regions within the Netherlands have experienced or may experience in the future weaker economic conditions and housing markets than other regions, a concentration of the loans in such a region could exacerbate certain risks relating to the Mortgage Loans. Thus there is a risk that a decline in the value of the Mortgaged Assets within specific geographic regions with higher Mortgaged Assets concentration will, to the extent that the Mortgage in relation thereto will have to be enforced, affect the receipts on a foreclosure sale and subsequently under the Mortgage Loans. The Issuer may therefore have insufficient funds available to it to fulfil its payment obligations under the Notes and ultimately this may result in losses under the Notes. See further Sections 6.2 (*Description of Mortgage Loans*) and 6.4 (*Dutch residential mortgage market*).

Valuations commissioned as part of the origination of Mortgage Loans, represent the analysis and opinion of the appraiser 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. In some cases, the origination does not require such valuation.

The Seller will not be liable for any losses incurred by the Issuer in connection with the Mortgage Receivables. 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. A decline in value may result in losses to the Noteholders if the relevant security rights on the Mortgaged Assets are required to be enforced.

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 forbearances*.

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 a series of 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. As part of the broader efforts to provide relief to individuals financially affected by COVID-19, mortgage lenders in the Netherlands began to accept payment holiday requests from their borrowers. In line with other Dutch residential mortgage lenders, the Originator accepts requests for forbearances (temporary non-payment of interest and/or principal amounts due) from borrowers. The Originator will review each request on a case-by-case basis and, subject to certain conditions being met, will allow borrowers to defer payments under the mortgage receivables for a limited period.

Following the end of the forbearance period, the Originator will agree a repayment arrangement with Borrowers for any amounts deferred but no additional interest will be charged for any amounts deferred. In some cases where it is demonstrated that it is optimal from a customer centricity and affordability point of view, the relevant Borrowers may elect to capitalise any amounts deferred. The capitalised amount will be recorded and reported as an additional loan part by the Originator with an Outstanding Principal Amount equal to the total amount deferred. The Originator will be able to distinguish between and report on the amounts of principal and the amounts of interest respect of which forbearances were granted. The additional loan part will have a legal maturity date and interest rate determined at the Originator's discretion, subject to the Mortgage Loan Criteria. The repayments will be made through extra monthly collections for a limited period and the Servicer will provide to the Issuer the relevant information with respect to any forbearances so granted. The Issuer will determine or cause to be determined the correct amounts to form part of the Available Revenue Funds and the Available Principal Funds respectively and to be applied in the relevant Priorities of Payments and will provide additional information in the Investor Report on Mortgage Loans which have been granted payment holidays. As of May 2021, the Originator had granted forbearances in respect of 14 mortgage loans (out of more than 5,500 outstanding mortgage loans) in the form of payment holidays, of which 1 is still ongoing and 6 are on a payment settlement arrangement.

The repayment arrangements will temporarily increase the monthly instalment amounts due from affected Borrowers. The additional payments may result in higher delinquencies and/or losses for the Mortgage Receivables if the Borrowers struggle to meet these obligations. If the amounts collected by the Issuer are disrupted or reduced, or the delinquencies or losses increase as a result of a significant number of payment holidays, the Issuer may not be able to pay amounts due on a timely basis and/or incur losses 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. This may be due to, among other things, market interest rates, general economic conditions, unemployment levels, the financial standing of Borrowers and similar factors. These factors and other factors such as loss of earnings, illness, divorce and other similar factors or a combination thereof 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. The ultimate effect of this could lead to delayed and/or reduced payments on the Notes and/or the increase or decrease of

the rate of repayment of 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*.

Risk regarding the reset of interest rates

The interest rate of the fixed rate Mortgage Receivables resets from time to time. The Issuer has been advised that the question whether the right to reset the interest rate on the Mortgage Receivables, such as the right provided in the Mortgage Conditions, 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, is not addressed by Dutch law. However, the view that the right to reset the interest rate on the Mortgage Receivables, such as the right provided in the Mortgage Conditions, should be considered as an ancillary right, is supported by a judgement of the Dutch Supreme Court (HR 10 July 2020, ECLI:NL:HR:2020:1276 (*Van Lanschot/Promontoria*)). In this ruling, an example is given of the exercise by an assignee of the right to reset the interest rate, demonstrating the framework the Dutch Supreme Court has given for the special duty of care an assignee has vis-à-vis a debtor/bank-client. It should be noted that such ancillary rights can only be exercised after notification of the assignment to the relevant Borrower and the assignee will be bound by applicable law, such as principles of reasonableness and fairness, the right of the Borrower to invoke all defences available, specific duty of care obligations, and the Mortgage Conditions relating to the reset of interest rates. In respect of a pledgee exercising its pledge over the Mortgage Receivables this is not addressed by case law and therefore this is uncertain.

The Originator has in the Interest Rate Policy Letter agreed with the Seller, of which the Issuer is a beneficiary, to set interest rates at a certain level based on, *inter alia*, the Swap Fixed Rates provided that any such policy will always be made in accordance with applicable laws, including, without limitation, the principles of reasonableness and fairness, competition laws and the Mortgage Conditions (the "**Interest Rate Policy**"), which Interest Rate Policy may be changed by the Originator. In case of a change which has a material impact on the interests of the Swap Counterparty without consent of the Swap Counterparty, the Swap Counterparty may terminate the Swap Agreement.

Pursuant to the Mortgage Receivables Purchase Agreement the Originator or, as the case may be, the Seller, will determine and reset the Mortgage Interest Rates in accordance with the Interest Rate Policy until such authority is revoked by the Issuer. The Issuer and the Servicer have in the Servicing Agreement agreed that in case the authority of the Originator or, as the case may be, the Seller is terminated, the Servicer will determine and set the Mortgage Interest Rates in accordance with the Interest Rate Policy.

In view hereof, following the Closing Date the Mortgage Interests Rates may deviate substantially from the interest rates offered prior to the Closing Date, because the Interest Rate Policy may be different than the interest policy used prior to the Closing Date. Such Mortgage Interests Rates may also deviate as a result of a change in the party determining the Mortgage Interests Rate after the Closing Date. Each party when determining the Mortgage Interests Rates may take into account its own position and own interest, subject to the Interest Rate Policy. It may therefore be that the party determining the Mortgage Interests Rates will take into account factors specific to it (or the group of companies to which it belongs) and may act in its own interest, which interest may deviate from the interest of the Noteholders. If the Mortgage Interests Rates are set 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, which could in turn lead to less income being available to the Issuer and ultimately to losses on the Notes.

Risks related to Interest-only Mortgage Loans

At the initial Cut-off Date, 39.16 per cent. of the Mortgage Loans (or parts thereof) were 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.

Risks relating to (automatic) adjustment in case of lowering Loan-to-Value (LTV) ratios

Risk premiums based on LTV ratios are taken into account when the Originator determines interest rates on mortgage receivables, including the Mortgage Receivables. The Mortgage Interest Rates may therefore reduce due to a lowering of the LTV ratio in respect of a Mortgage Loan (i) during the fixed interest period of such Mortgage Receivable or (ii) when the Mortgage Interest Rate of a Mortgage Receivable is to be reset after a fixed interest period. The LTV ratio may reduce if a Mortgage Loan has been partly prepaid or if the value of the Mortgaged Asset has increased. This applies to all mortgage loans (i.e. including the Mortgage Loans) granted by the Originator other than mortgage loans with the lowest LTV risk premium. Consequently, the Mortgage Interest Rates are subject to automatic adjustment of interest rates which may have a downward effect on the interest received by the Issuer on the relevant Mortgage Receivables and therefore on the ability of the Issuer to comply with its payment obligations under the items as set forth in the Revenue Priority of Payments, including, without limitation, interest under the Notes and, therefore, may lead to losses under the Notes.

Risk related to interest rate averaging

Recently certain offerors of mortgage loans in the Netherlands allow borrowers to apply for interest rate averaging (*rentemiddeling*). In case of interest rate averaging (*rentemiddeling*) a borrower of a mortgage loan 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, the break costs for the fixed interest and (sometimes) a small surcharge. Interest rate averaging is generally 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. As all Mortgage Loans have been originated from April 2016 the Originator has not yet received requests in respect of interest rate averaging nor has developed a standard guideline on the offering of interest rate averaging (*rentemiddeling*) to Borrowers. At this time, the Originator does not intend to offer interest rate averaging (*rentemiddeling*), unless required by applicable law or regulations. Partly due to social and political pressure, the Originator may in the future offer interest rate averaging (*rentemiddeling*). It should be noted that interest rate averaging (*rentemiddeling*) – when offered to a Borrower paying a higher interest rate at the time of the offer than the new interest rate offered – will have a downward effect on the interest received by the Issuer on the relevant Mortgage Receivables and therefore on the ability of the Issuer to comply with its payments obligations under the items as set forth in the Revenue Priority of Payments, including, without limitation, interest under the Notes.

Risk related to Construction Deposits

Pursuant to the Mortgage Conditions, part of the Mortgage Loan may be applied towards construction of or improvements to the Mortgaged Asset. In that case part of the Mortgage Loan is not disbursed to the Borrower but withheld by the Originator. The Originator has undertaken to pay out (part of) a Construction Deposit to or on behalf of the Borrower to pay for such construction or improvement if certain conditions are met. If the Originator is unable to pay the relevant Construction Deposit to the Borrower, such Borrower may invoke defences or set-off such amount, any interest due in respect thereof and any claims for damages with its payment obligation under the Mortgage Loan, and in that regard the legal requirements for set-off are met. Therefore, the Issuer and the Seller will agree in the Mortgage Receivables Purchase Agreement that the Issuer will be entitled to withhold from the relevant Initial Purchase Price for such Mortgage Receivables an amount equal to the Aggregate Construction Deposit Amount. Such amount will be deposited by the Issuer in the Construction Deposit Account. On or around each Mortgage Collection Payment Date, the Issuer will release from the Construction Deposit Account such part of the relevant Initial Purchase Price for the Mortgage Receivables which equals the difference between the balance standing to the credit of the Construction Deposit Account and the Aggregate Construction Deposit Amount and pay such amount to the Seller, except if and to the extent the Borrower has invoked set-off or defences.

Construction Deposits have to be paid out after the construction activities or renovation activities have been finalised. Upon the expiry of such period, the remaining Construction Deposit, if below EUR 5,000, will be paid out to the relevant Borrower and if exceeding EUR 5,000, will be set off against the relevant Mortgage Receivable up to the amount of the 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 consequently any remaining part of the amounts of the relevant Construction Deposit Account will form part of the Available Principal Funds. If an Assignment Notification Event set out under (d) (see Section 7.1 (*Purchase, repurchase and sale*)) has occurred, the Issuer will no longer be under the obligation to pay such remaining part of the relevant Initial Purchase Price.

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 suspension of payments. In such a situation, the Issuer will have no further obligation to pay out to the Seller the remaining of the Initial Purchase Price. The amount for which a Borrower can invoke set-off or defences may, depending on the circumstances, exceed the relevant Construction Deposit. Therefore, the remaining risk is that, if and to the extent that the amount for which a Borrower successfully invokes a set-off or defences exceeds the relevant Construction Deposit, such set-off or defence may lead to losses under the corresponding Mortgage Receivables, which would reduce the amounts available for payment to Noteholders and consequently could lead to losses under the Notes.

At the initial Cut-Off Date, the total Outstanding Principal Amount of the Construction Deposits was EUR 13,645,287.02.

Risk related to prepayments on the Mortgage Loans, the sale and repurchase of Mortgage Receivables and the purchase of Further Advance Receivables and New Mortgage Receivables

The maturity of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will depend on, *inter alia*, the amount and timing of payment of principal (including, *inter alia*, full and partial prepayments, sale of the Mortgage Receivables by the Issuer, Net Foreclosure Proceeds upon enforcement of a Mortgage Receivable and repurchase by the Seller of Mortgage Receivables) on all Mortgage Receivables and the aggregate Outstanding Principal Amount of any New Mortgage Receivables and/or Further Advance Receivables offered by the Seller and purchased by the Issuer during the Pre-funded Period or, as the case may be, until the First Optional Redemption Date. The average maturity of the Notes may be adversely affected if the Further Advance Available Funds are not, or only partially, applied towards the purchase of Advance Receivables and any Further Advance Available Funds are applied towards redemption of the relevant Classes of Notes on any Notes Payment Date. In addition, the average maturity of the Notes may be adversely affected if the Pre-funded Amount is not, or only partially, applied towards the purchase of New Mortgage Receivables on or prior to the first Notes Payment Date and any Pre-funded Amount remaining on the first Notes Payment Date is applied by the Issuer in or towards satisfaction, on *a pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgaged-Backed Notes in sequential order. Furthermore, the average maturity of the Notes may be adversely affected by a higher or lower than anticipated rate of prepayment on the Mortgage Loans. The rate of prepayment of Mortgage Loans is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, the rates set on the Mortgage Receivables pursuant to the Interest Rate Policy Letter, prevailing mortgage underwriting standards, changes in tax laws (including, but not limited to, amendments to mortgage interest tax deductibility), local and regional economic conditions, declines in real estate prices and changes in Borrowers' behaviour (including, but not limited to, home-owner mobility). No guarantee can be given as to the level of prepayment that the Mortgage Loans may experience, and variation in the rate of prepayments of principal on the Mortgage Loans may affect each Class of Notes differently. The estimated average lives must therefore be viewed with considerable caution and the Noteholders should make their own assessment thereof. Therefore, there is a risk that principal repayments under the Notes may be received later or earlier than anticipated. Noteholders may not be able to invest the amounts received as a result of the premature redemption of the Notes on conditions similar to or better than those of the Notes.

Underwriting guidelines may not identify or appropriately assess repayment risks

The Originator has represented to the Seller and the Seller to the Issuer in respect of the Originator that, when originating Mortgage Loans it did so in accordance with underwriting guidelines it has established as may be expected from a prudent lender of Dutch residential mortgage loans. The guidelines may not have identified or appropriately assessed the risk that the interest and principal payments due on a Mortgage Loan will be repaid when due, or at all, or whether the value of the Mortgaged Asset will be sufficient to otherwise provide for recovery of such amounts. To the extent exceptions were made to the Originator's underwriting guidelines in originating a Mortgage Loan, those exceptions may increase the risk that principal and interest amounts may not be received or recovered and compensating factors, if any, which may have been the premise for making an exception to the underwriting guidelines may not in fact compensate for any additional risk. These factors may lead to the Issuer having insufficient funds available to it to fulfil its payment obligations under the Notes and this may result in losses under the Notes.

Set-off by Borrowers may affect the proceeds under the Mortgage Receivables
Under Dutch law a debtor has a right of set-off if it has a claim that corresponds to its debt owed to the same counterparty and it is entitled to pay its debt as well as to enforce its claim. Subject to these requirements being met, each Borrower will be entitled to set off amounts due by the Originator to it (if any) with amounts it owes in respect of the Mortgage Receivable originated by the Originator 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 Originator 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 lead to losses under the Notes. In the Mortgage Receivables Purchase Agreement, the Seller represents that none of the Borrowers holds a savings account, current account or term deposit with the Originator, other than a Construction Deposit.

The Mortgage Conditions applicable to the Mortgage Loans provide that the Borrowers have no right of set-off and that payments by the Borrowers should be made without set-off. Under Dutch law it is uncertain whether such a provision will be valid. The relevant Borrower will be entitled to invoke all defences afforded by Dutch law to obligors generally. In this respect, in particular the statutory provisions regarding general conditions (*algemene voorwaarden*) are relevant. A provision in general conditions is voidable (*vernietigbaar*) if the provision, taking into account the nature and the further contents of the agreement, the way in which the general conditions have been agreed upon, the mutually apparent interests of the parties and the other circumstances of the matter, is unreasonably onerous for the party against whom the general conditions are used. A clause containing a waiver of set-off rights is, subject to proof to the contrary, assumed to be unreasonably onerous, irrespective of the circumstances referred to in the preceding sentence, if the party against which the general conditions are used, does not act in the conduct of its profession or trade (i.e. a consumer). Should such waiver be invalid and in respect of Mortgage Loans which do not contain a waiver, the Borrowers will have the set-off rights described in this paragraph.

After notification of Assignment I, but prior to notification of Assignment II to a Borrower, such Borrower will also have set-off rights *vis-à-vis* the Seller, provided that the legal requirements for set-off are met (see above), and further provided that (i) the counterclaim of the Borrower against the Originator results from the same legal relationship as the relevant Mortgage Receivable or (ii) the counterclaim of the Borrower against the Originator has been originated and has become due and payable prior to Assignment I 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 Borrower against the Originator 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 has become due and payable prior to notification of the Assignment I and, further, provided that all other requirements for set-off have been met (see above).

In addition, upon notification of Assignment I, but prior to notification of Assignment II, to a Borrower, as a result thereof the Seller becoming authorised to collect (*inningsbevoegd*), such Borrower will have the right to set-off a counterclaim against the Seller with the Mortgage Receivable, subject to the requirements for set-off prior to notification of an assignment (see the first paragraph) having been met.

After a Borrower has been notified of Assignment I and of Assignment II, the Borrower will have the right to set-off a counterclaim against the Originator or against the Seller *vis-à-vis* the Issuer, provided that the requirements for set-off after notification of an assignment (see the second paragraph of this Section under the heading *Set-off by Borrowers may affect the proceeds under the Mortgage Receivables*) have been satisfied.

If notification of Assignment I and/or Assignment II is made after the bankruptcy or similar provisions of the Originator and 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 Act. Under the Dutch Bankruptcy Act 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 Originator or 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. However, there is a remaining risk that the Borrowers invoke a right of set-off and the Seller is not able to comply with the abovementioned obligations to compensate the Issuer, which would affect the ability of the Issuer to perform its payment obligations.

Set-off by Borrowers could thus lead to losses under the Notes.

Risk that the Issuer as non-bank assignee of the Mortgage Receivables has a special duty of care (*bijzondere zorgplicht*) vis-à-vis the Borrowers

Banks in the Netherlands have a special duty of care vis-à-vis its debtors. The scope and content of this duty of care depend on the specific circumstances of the matter, such as the capacity of a debtor (whether such debtor is a consumer or not), the expertise of such debtor, the relevant experience of such debtor, the complexity of the banking product and the risk of the product. Because a loan is not a complex product, the content and scope of the special duty of care are limited. This banking duty of care (*bancaire zorgplicht*) is laid down in article 2 of the general banking conditions (*Algemene Bankvoorwaarden*) and articles 6:248(1) and 7:401 of the Dutch Civil Code and, in respect of consumers, Part 4 of the Wft. On 10 July 2020, the Dutch Supreme Court (*Hoge Raad der Nederlanden*) has provided an answer to the question to what extent the bank's duty of care is relevant in the event a claim on a borrower is transferred by a bank to a non-bank. The Issuer has been advised that this applies *mutatis mutandis* in case the assignor is not a bank but an (non-supervised) originator having a license granted by the AFM as an offeror of credits, as it is subject to a duty of care by public law as well. It ruled, *inter alia*, that in case of a transfer of a receivable by way of an assignment (*cessie*), the duty of care obligations to which the bank is bound, do not transfer from the bank/assignor to the non-bank assignee. This means that the Issuer itself is not under this special duty of care obligations.

However, based on this ruling, there are three situations where the rights of the Issuer as non-bank assignee may be affected by the special duty of care. Firstly, the Dutch Supreme Court has ruled that the claim, i.e. the Mortgage Receivable, does not change as a result of the assignment. The bank/assignor's duty of care can determine the content of the claim in more detail, as a result of which these claims may be subject to restrictions (for instance a limitation in respect of the maximum rate of interest that can be set in respect of such receivable). The non-bank acquires the claim with these associated restrictions.

Secondly, pursuant to article 6:145 of the Dutch Civil Code, a debtor may invoke any defences it had against the assignor against the assignee. Any defences which are based on the special duty of care can therefore also be invoked against the Issuer. If such defences would be successful this may have the result that the Mortgage Receivables will be, fully or partially, extinguished (*tenietgaan*) or cannot be recovered for other reasons.

Finally, pursuant to article 6:2 of the Dutch Civil Code, the legal relationship between the assignee and the debtor will be determined by the principles of reasonableness and fairness. When exercising its rights, the assignee should take all circumstances of the matter into account, such as the legitimate interests of the debtor as client of a bank. Such circumstance could be the special duty of care according to the Dutch Supreme court. This could result in a duty of care for the assignee when exercising the rights of claim.

Therefore, depending on the factual circumstances applicable in respect of a Mortgage Receivable, the special duty of care could affect the rights of the Issuer as assignee of such Mortgage Receivable, which could ultimately lead to losses under the Notes.

Long lease

The mortgage rights securing the Mortgage Loans may be vested on a long lease (*erfpacht*), as further described in the Section 6.2 (*Description of Mortgage Loans*). A long lease will, *inter alia*, end as a result of expiration of the long lease term (in the case of a lease for a fixed period), or termination of the long lease by the leaseholder or the landowner. The landowner can terminate the long lease if the leaseholder has not paid the remuneration due for a period exceeding two consecutive years or materially breaches (*in ernstige mate tekortschiet*) other obligations under the long lease. If the long lease ends, the landowner will have the obligation to compensate the leaseholder. In such event the mortgage right will, by operation of law, be replaced by a right of pledge on the claim of the (former) leaseholder on the landowner for such compensation. The amount of the compensation will, *inter alia*, be determined by the conditions of the long lease and may be less than the market value of the long lease.

When underwriting a Mortgage Loan to be secured by a mortgage right on a long lease, the Originator will take into

consideration certain conditions, in particular the term of the long lease. Therefore, the Mortgage Conditions used by the Originator provide that the Outstanding Principal Amount of a Mortgage Receivable, including interest, will become immediately due and payable, *inter alia*, if the long lease terminates.

Accordingly, certain Mortgage Loans may become due and payable prematurely as a result of early termination of a long lease. In such event there is a risk that the Issuer will upon enforcement receive less than the market value of the long lease, which could lead to losses under the Notes.

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

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 Originator 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 Originator. The Mortgage Loans also provide for All Moneys Pledges granted in favour of the Originator. If the All Moneys Security Rights have (partially) followed the Mortgage Receivables upon their assignment by the Originator to the Seller and by the Seller to the Issuer, the All Moneys Security Rights will be jointly-held by the Issuer (or the Security Trustee), the Seller and the Originator and will secure both the Mortgage Receivables held by the Issuer (or the Security Trustee, as pledgee) and any Other Claims and/or any Bridge Loan Part Receivables. In the Mortgage Receivables Purchase Agreement, each of the Seller and the Originator represents that it has no Other Claim *vis-à-vis* any Borrower. All Bridge Loan Part Receivables will be retained by the Seller. At the initial Cut-Off Date, the aggregate outstanding principal amount of the Bridge Loan Part Receivables is equal to EUR 1,845,333.78.

Where the All Moneys Security Rights are jointly-held by the Issuer or the Security Trustee, the Seller and the Originator, 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 Originator, 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 (*aandeel*) 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 Originator or the Originator's bankruptcy trustee (*curator*) (in case of bankruptcy) may be required for such foreclosure.

The Originator, the Seller, the Issuer and the Security Trustee will agree that in case of foreclosure the share (*aandeel*) 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 Originator and the Seller be equal to their *pro rata* share in accordance with the respective amounts of their claims of 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 Originator or the Seller to reimburse the Issuer for the amount of the outcome). The Issuer has been advised that although a good argument can be made that this arrangement will be enforceable against the Originator or, in case of its bankruptcy, its trustee or administrator, as the case may be, this is not certain. Furthermore, it is noted that the Joint Security Right Arrangement may not be effective against the Borrower. This may lead to losses under the Notes.

If (a bankruptcy trustee or administrator of) the Originator or the Seller would, notwithstanding the arrangement set out above, enforce the jointly-held All Moneys Security Rights, the Issuer and/or the Security Trustee would have a claim against the Originator (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. This may lead to the Issuer having 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 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

Originator 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 Originator. The Mortgage Loans also provide for All Moneys Pledges granted in favour of the Originator.

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 view prevailing in the past, to the effect that given its nature 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 by some, 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 Originator has represented and warranted to the Seller and the Seller has represented and warranted to the Issuer that each Mortgage Loan either (i) contains provisions that in case of assignment 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) does 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. The Issuer has been advised that, in the absence of circumstances to the contrary, the All Moneys Security Right should (partially) follow the receivable as 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 Dutch courts would decide if this matter were to be submitted to them, particularly taking into account the prevailing view of Dutch legal commentators on all moneys security rights in the past as described above, which view continues to be defended by some legal commentators.

The above applies *mutatis mutandis* in the case of the pledge of the Mortgage Receivables by the Issuer to the Security Trustee under the Issuer Mortgage Receivables Pledge Agreement.

If the All Moneys Security Rights would not (pro rata) have followed the Mortgage Receivables upon Assignment I and Assignment II, this means that the Issuer (as assignee) and, consequently, the Security Trustee (as pledgee) will not have the benefit of the All Moneys Security Rights and are not entitled to foreclose the All Moneys Security Rights. This could lead to less income being available to the Issuer and ultimately to losses under the Notes.

2.8 RISKS RELATED TO THE SECURITY

Effectiveness of the rights of pledge granted to the Security Trustee in case of insolvency of the Issuer
Under or pursuant to the Pledge Agreements, various security interests will be granted by the Issuer to the Security Trustee (see for additional details Section 4.7 (*Security*). On the basis of these pledges the Security Trustee can exercise the rights afforded by Dutch and Luxembourg law (as applicable) to pledgees notwithstanding the winding-up, liquidation or bankruptcy or similar proceedings involving the Issuer subject to the limitations of Luxembourg and Dutch law. The Issuer is a special purpose vehicle, most creditors (including the Secured Creditors) of which have agreed to limited recourse and non-petition provisions, and is therefore unlikely to become insolvent. However, any winding-up, liquidation or bankruptcy or similar proceedings involving the Issuer would affect the position of the Security Trustee as pledgee in some respects as described below.

As a matter of Dutch insolvency law, to the extent the rights pledged are future receivables, the right of pledge on such future receivable cannot be invoked against the estate of the Issuer, if such future receivable comes into existence on or after the date the Issuer has been wound up, liquidated, declared bankrupt or has been subjected to similar proceedings. The Issuer has been advised that the assets pledged to the Security Trustee under the Issuer Rights Pledge Agreement should be regarded as future receivables and therefore this may lead to losses under the Notes.

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 will in the Parallel Debt Agreement, as a separate and independent obligation, by way of parallel debt, undertake 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 Deeds 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 vis-à-vis the Secured Creditors and the proceeds of the Pledged Assets will not be available for distributions by the Security Trustee to the Secured Creditors (including the Noteholders). The same applies, mutatis mutandis, to the parallel debt included in the Collection Foundation Accounts Pledge Agreement. For additional details, reference is made to Section 4.7 (*Security*). As a consequence, the Security Trustee may have insufficient funds available to it to fulfil the Issuer's payment obligations under the Notes. This may lead to losses under the Notes.

3. PRINCIPAL PARTIES

3.1 ISSUER

Cartesian Residential Mortgages 6 S.A. is a public limited liability company (*société anonyme*), incorporated on 16 February 2021 for an unlimited duration and operating under the laws of the Grand Duchy of Luxembourg. The Issuer is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B252193 and is subject, as an unregulated securitisation undertaking, to the Securitisation Act. The Issuer's legal entity identifier (LEI) code is 549300F0ML4RMHLDI840.

The articles of association of the Issuer have been published in the Luxembourg Official Gazette (*Recueil Electronique des Sociétés et Associations*) on 8 March 2021 under reference number RESA_2021_051.330.

The registered office of the Issuer is at 6, rue Eugène Ruppert, L-2453 Luxembourg. The telephone number of the Issuer is +352 26 449551.

The Issuer is a special purpose vehicle, whose corporate object is to enter into, perform and serve as an undertaking for, any securitisation transaction as permitted under the Securitisation Act. To that effect, the Issuer may, *inter alia*, acquire or assume, directly or through another entity or undertaking, the existing of future risk relating to the holding or property of claims, receivables and/or other goods or assets, either movable or immovable, tangible or intangible, and/or risks relating to liabilities or commitments of third parties or which are inherent to all or part of the activities undertaken by third parties, by issuing securities of any kind (including but not limited to any *valeurs mobilières* in bearer form and/or registered form) whose value or return is linked to these risks.

The Issuer as an unregulated securitisation vehicle under the Securitisation Act is not authorised to issue Notes to the public on a continuous basis, unless prior authorisation of and approval from the Luxembourg Financial Sector Supervisory Authority (*Commission de Surveillance du Secteur Financier*) has been obtained for the purpose of an authorisation under the Securitisation Act.

The Issuer may assume or acquire these risks by acquiring, by any means, the claims, receivables and/or other assets, by guaranteeing liabilities or commitments of third parties or by binding itself by any other means.

The Issuer may proceed to (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg and foreign companies, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any manner of stock, bonds, debentures, notes and other securities or financial instruments of any kind and contracts thereon or related thereto, and (iii) the ownership, administration, development and management of a portfolio (including, among other things, the assets referred to in (i) and (ii) above). The Issuer may, for securitisation purposes, further acquire, hold and dispose of interests in partnerships, limited partnerships, trusts, funds and other entities.

The Issuer may borrow in any form permitted by the Securitisation Act. It may issue notes, bonds, warrants, certificates and any kind of debt, instruments and securities within or outside of an issue programme. The method that will be used to determine the valuation of the securitised assets may be set out in the relevant issue document entered into or issued by the Issuer from time to time. The Issuer may for securitisation purposes and within the limits permitted by the Securitisation Act lend funds including the proceeds of any borrowings and/or issues of securities to its subsidiaries, affiliated companies or to any other company or third person.

In accordance with and to the extent permitted by the Securitisation Act, it may also give guarantees and grant security over its assets in order to secure the obligations it has assumed for the securitisation of these assets or for the benefit of investors (including their trustee or representative, if any) and/or any issuing entity participating in a securitisation transaction of the Issuer. The Issuer may not pledge, transfer, encumber or otherwise create security over some or all its assets, unless permitted by the Securitisation Act.

The Issuer may enter into, execute and perform any swaps, futures, forwards, derivatives, options, repurchase, stock lending, and similar transactions for the purpose of a securitisation.

The Issuer may, in accordance with article 61 of the Securitisation Act, sell all or part of its assets, in accordance with the conditions as determined by the Issuer Director.

The descriptions above are to be understood in their broadest sense and their enumeration is not limiting. The corporate purpose shall include any transaction or agreement which is entered into by the Issuer, provided it is not inconsistent with the foregoing enumeration objects.

The Issuer has a share capital of thirty thousand Euros (EUR 30,000) represented by thirty thousand (30,000) shares, with a nominal value of one Euro (EUR 1) each, all fully subscribed and entirely paid up. The share capital of the Issuer is held by Stichting Holding Cartesian (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 legal, arbitration or governmental proceedings which may have, or have had, significant effects on the Issuer's financial position or profitability nor, so far as the Issuer is aware, are any such proceedings pending or threatened against the Issuer.

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

The sole director of the Issuer is Universal Management Services S.à r.l., represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*). The permanent representative of Universal Management Services S.à r.l., as at the date of issuance of the present prospectus, is Mr. Claudio Chirco. The registered office of the Issuer Director is at 6, rue Eugène Ruppert, L-2453 Luxembourg.

The Issuer Director belongs to the same group of companies as Intertrust (Luxembourg) S.à r.l. Intertrust (Luxembourg) S.à r.l. acts as Issuer Administrator, Domiciliation Agent and Service Provider to the Issuer. The sole shareholder of Intertrust (Luxembourg) S.à r.l., is Intertrust (Netherlands) B.V., which belongs to the same group of companies as Intertrust Management B.V., which is the Shareholder Director and Amsterdamsch Trustee's Kantoor B.V., which is the Security Trustee Director. Therefore, as each of the Directors, the Issuer Administrator, the Domiciliation Agent and the Service Provider have obligations towards the Issuer and towards each other and such parties are also creditor (each as a Secured Creditor) of the Issuer, and the Security Trustee acts as a trustee to the Noteholders and the other Secured Creditors and is as such obliged to take into consideration the interests of the Noteholders and the other Secured Creditors, a conflict of interest may arise.

The Issuer Director and the Service Provider have entered into the Issuer Management Agreement with the Issuer and the Security Trustee. In the Issuer Management Agreement, the Issuer Director agrees and undertakes, *inter alia*, that it shall (i) manage the affairs of the Issuer in accordance with proper and prudent Luxembourg business practice and in accordance with the requirements of Luxembourg law and Luxembourg 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 (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. In the Issuer Management Agreement the Service Provider, together with the Issuer Director, agrees to perform certain directorship services as set out in the Issuer Management Agreement, and undertakes, *inter alia*, that it shall (i) treat confidential information relating to the business of the Issuer strictly confidential, (ii) adopt and apply any necessary and reasonable measures in order to protect the confidential information, and (iii) return, to the extent possible, the confidential information received from the Issuer.

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. Furthermore, the Issuer Management

Agreement can be terminated by the Issuer Director, the Service Provider or the Security Trustee per the end of each calendar year upon ninety (90) days prior written notice. The Issuer Director and the Service Provider shall resign upon termination of the Issuer Management Agreement, provided that such termination and 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 is available in respect of such appointment.

Under the Issuer Management Agreement, the Service Provider and the Issuer Director shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by the Issuer and/or the Security Trustee as a result of the performance by the Service Provider and the Issuer Director of the services thereunder save where such loss, liability, claim, expense or damage is suffered or incurred as a result of any fraud, gross negligence or wilful misconduct of the Service Provider and/ or the Issuer Director or any material breach by the Service Provider and/ or the Issuer Director of the provisions of the Issuer Management Agreement.

Domiciliation Agent

Intertrust (Luxembourg) S.à r.l. acts as domiciliation agent of the Issuer (the "**Domiciliation Agent**"). The address of the Domiciliation Agent serves as the registered office of the Issuer which is located at 6, rue Eugène Ruppert, L-2453 Luxembourg. Pursuant to the terms of the Domiciliation Agreement, the Domiciliation Agent performs in Luxembourg certain corporate secretarial, management and other administrative services. The appointment of the Domiciliation Agent may be terminated, *inter alia*, at any time without stating any reason by the Issuer or the Domiciliation Agent giving the other parties to the agreement a six (6) months prior written notice by means of a registered letter. In addition, in case the Domiciliation Agent violates its legal, regulatory or contractual obligations, the Issuer is entitled to terminate the Domiciliation Agreement with immediate effect. Furthermore, the Domiciliation Agent is entitled to terminate the Domiciliation Agreement with immediate effect if and when the Domiciliation Agent, in its own discretion, cannot reasonably be expected to continue to act as domiciliation agent or to act as a director of the Issuer further to, but not limited to, the occurrence of certain events in respect of the Issuer, such as its bankruptcy, dissolution or compliance under the Domiciliation Agreement. The remuneration payable by the Issuer to the Domiciliation Agent payable for (i) administration services rendered under the Domiciliation Agreement are agreed upon in the Intertrust Fee Letter, (ii) management services rendered by the Issuer Director equal to an annual management fee of EUR 2,100 plus an annual directors and officers liability insurance fee of EUR 300 and (iii) accounting, administration and reporting services equal to an annual fee of EUR 46,113. Additionally, there is an annual domiciliation fee of EUR 1,100.

The auditor of the Issuer is Deloitte Audit S.à.r.l. Deloitte Audit S.à.r.l. is a member of the Luxembourg *insitut des réviseurs d'enterprises*. The address of Deloitte Audit S.à.r.l. is 20, Boulevard de Kokelscheuer, L-1821 Luxembourg, Luxembourg.

The financial year of the Issuer coincides with the calendar year. The first financial year 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	
Issued Share Capital	EUR 30,000
Borrowings	
Class A Notes	EUR 354,632,000
Class B Notes	EUR 11,640,000
Class C Notes	EUR 8,536,000
Class D Notes	EUR 13,192,000
Class S Notes	EUR 6,508,000

3.2 SHAREHOLDER

Stichting Holding Cartesian is a foundation (*stichting*) incorporated on 29 April 2013 and operating under Dutch law. The statutory seat of the Shareholder is in Amsterdam, the Netherlands and its registered office is at Prins Bernhardplein 200,1097 JB Amsterdam, the Netherlands. Stichting Holding Cartesian was formerly named Stichting Holding Cartesian Residential Mortgages 1. The name and part of the objectives of Stichting Holding Cartesian were changed by an amendment to its articles of association dated 3 February 2015.

The objectives of the Shareholder are (a) to incorporate, acquire and to hold shares in the share capital of one or more companies (such as the Issuer) and to administrate the shares of such companies, to exercise any rights connected to the shares in such companies, to grant loans to such companies and to alienate and to encumber shares in such companies, (b) to make donations and (c) to do anything which, in the widest sense of the word, is connected with and/or may be conducive to the attainment of the above. The sole managing director of the Shareholder is Intertrust Management B.V., having its registered office is at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands.

Intertrust Management B.V. belongs to the same group of companies as Intertrust (Luxembourg) S.à r.l., which is the Domiciliation Agent, the Service Provider and the Issuer Administrator, Universal Management Services S.à r.l., represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) at the relevant date, which is the Issuer Director and Amsterdamsch Trustee's Kantoor B.V., which is the Security Trustee Director. The sole shareholder of Intertrust Management B.V., Intertrust (Luxembourg) S.à r.l. and Amsterdamsch Trustee's Kantoor B.V. is Intertrust (Netherlands) B.V. Therefore, a conflict of interest may arise.

The Shareholder Director has entered into the Shareholder Management Agreement together with, on the Signing Date, a letter in connection therewith pursuant to which the 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 Dutch accounting practices, and (ii) refrain from any action detrimental to the Issuer's ability to meet its obligations under any of the Transaction Documents.

3.3 SECURITY TRUSTEE

Stichting Security Trustee Cartesian Residential Mortgages 6 is a foundation (*stichting*) incorporated on 6 May 2021 and operating under Dutch law. The statutory seat of the Security Trustee is in Amsterdam, the Netherlands and its registered office is at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands.

The objectives of the Security Trustee are (a) to act as security trustee for the benefit of creditors of the Issuer, including the holders of 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, (c) to borrow money, (d) to make donations and (e) 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 Amsterdamsch Trustee's Kantoor B.V., having its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands. The managing directors of Amsterdamsch Trustee's Kantoor B.V. are M.W. Hogeterp, J.E. Hardeveld and A.J. Vink.

Amsterdamsch Trustee's Kantoor B.V. belongs to the same group of companies as Intertrust (Luxembourg) S.à r.l., which is the Domiciliation Agent, the Service Provider and the Issuer Administrator, Universal Management Services S.à r.l., represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) at the relevant date, which is the Issuer Director and Intertrust Management B.V., which is the Shareholder Director. The sole shareholder of Amsterdamsch Trustee's Kantoor B.V., Intertrust Management B.V. and Intertrust (Luxembourg) S.à r.l. is Intertrust (Netherlands) B.V. Therefore, a conflict of interest may arise.

The Security Trustee has agreed to act as security trustee for the Noteholders 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 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 the 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 or the other Transaction Documents shall on first demand be reimbursed by the Issuer in respect of all liabilities and expenses properly incurred by it in the execution or purported execution of the powers of the Trust Agreement or the other Transaction Documents or of any powers, authorities or discretions vested in it or to it 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 this 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 with the same care that it exercises or would exercise in connection with the administration of similar matters held for its own account or for the account of third parties and (ii) refrain from taking any action detrimental to the obligations of the Security Trustee under any of the Transaction Documents. In addition the Security Trustee Director agrees in the Security Trustee Management Agreement that the Security Trustee will 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 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 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. Furthermore, the Security Trustee Management Agreement can be terminated by the Security Trustee Director or the Security Trustee (or the Issuer on its behalf) per the end of each calendar year upon ninety (90) days' prior written notice. The Security Trustee Director shall resign upon termination of the Security Trustee Management Agreement, provided that such termination and 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 is available in respect of such appointment.

The Security Trustee may agree with the other parties to any Transaction Document, without the consent of the Noteholders 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, 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 Document which is in the opinion of the Security Trustee not materially prejudicial to the interests of the Noteholders, provided that a Credit Rating Agency Confirmation is available in connection with such modification, authorisation or waiver.

In addition, the Security Trustee may agree, without the consent of the Noteholders, to (a) the entering into of a new Transaction Document by the Issuer with a successor of the relevant counterparty or (b) the transfer of the rights and obligations under a Transaction Document by the relevant counterparty to a successor provided that (i) a Credit Rating Agency Confirmation is available in connection with such transfer or contracting, (ii) the rights deriving from such new Transaction Document, if any, will be pledged to the Security Trustee and (iii) if the relevant counterparty will be a Secured Creditor, the relevant successor will accede to the Parallel Debt Agreement and will agree to be bound by the provisions thereof (including limited recourse and no petition provisions).

The Security Trustee may further agree with the other parties to any Transaction Document, without the consent of the Noteholders, to any modification of the relevant Transaction Documents (including the Hedging Agreements) in order to enable the Issuer and/or the Swap Counterparty to comply with any requirements which apply to it under EMIR, the CRA Regulation, the UK CRA Regulation, the Commission Delegated Regulation (EU) 2015/3 (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant supervisory regulators), the Securitisation Regulation, the UK Securitisation Regulation, the Benchmark Regulation (subject to Condition 14(g) (*Modification to facilitate Replacement Reference Rate with consent of the Noteholders*)), the CRR Securitisation Amendment and/or for the securitisation transaction described in this Prospectus to qualify or continue to qualify as an STS Securitisation or as a UK STS Securitisation, subject to receipt by the Security Trustee of a certificate of the Issuer or the Swap Counterparty certifying to the Security Trustee that the amendments requested by the Issuer or the Swap Counterparty, as the case may be, are to be made solely for the purpose of enabling the Issuer or the Swap Counterparty, as the case may be, to satisfy its requirements under EMIR, the CRA Regulation, the UK CRA Regulation, the Commission Delegated Regulation (EU) 2015/3 (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant supervisory regulators), the Securitisation Regulation, the UK Securitisation Regulation, the Benchmark Regulation (subject to Condition 14(g) (*Modification to facilitate Replacement Reference Rate with consent of the Noteholders*)), the CRR Securitisation Amendment and/or for the securitisation transaction described in this Prospectus to qualify or continue to qualify as an STS Securitisation or as a UK STS Securitisation, provided that the Security Trustee shall not be obliged to agree to any modification which, in the reasonable opinion of the Security Trustee, would have the effect of (A) exposing the Security Trustee or any other Secured Creditor (unless with its consent) to any additional liability or (B) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, of the Security Trustee or any other Secured Creditor (unless with its consent) in respect of the Notes, the relevant Transaction Documents and/or the Conditions and further provided that the Security Trustee has received written confirmation from the Swap Counterparty that it has consented to such amendment (see Section

4.1 (*Terms and Conditions*)).

3.4 SELLER & ORIGINATOR

Seller

Ember VRM S.à r.l. is a private limited liability company (*société à responsabilité limitée*), incorporated on 12 April 2013 and operating under the laws of the Grand Duchy of Luxembourg. The corporate seat of the Seller is in Luxembourg, Luxembourg. The registered office of the Seller is at 36-38 Grand-Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg. The Seller is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B176837.

The objectives of the Seller are, *inter alia*, (a) the investment in, acquisition and disposal of, grant or issuance of preferred equity certificates, loans, bonds, notes, debentures and other debt instruments, shares, warrants and other equity instruments or rights, including without limitation, shares of capital stock, limited partnership interest, limited liability company interest, preferred stock, securities and swaps, and any combination of the foregoing, in each case whether readily marketable or not, as well as obligations in any type of company, entity or other legal person, (b) the funding in real estate, intellectual property rights or any other movable or immovable asset in any form or of any kind, (c) the granting of pledges, guarantees, liens, mortgages and any other form or security as well as any form of indemnity, to Luxembourg or foreign entities, in respect of its own obligations and debts and (d) the entering in commercial, industrial or financial transactions as it deems necessary, advisable, convenient, incidental to, or not inconsistent with, the accomplishment and development of its corporate purpose.

Activities of the Seller since its incorporation in 2013 include the acquisition of a portfolio of mortgage loans from Banque Artesia Nederland N.V. and the management of non-performing loans from that portfolio. The directors of the Seller consider, resolve and approve the business plan (including the eligibility criteria applicable to the Mortgage Receivables) for the Seller to purchase mortgage receivables from, amongst others, the Originator from time to time and which purchase and sale, respectively, is on arms' length terms. The directors of the Seller also monitor implementation of the business plan on an ongoing basis. Furthermore, the Seller has been involved in (i) the structuring of the funding of the acquisition of mortgage receivables through the Cartesian Warehouse 3 S.A. and the capital markets refinancing thereof, (ii) amendments to the terms of the Cartesian Warehouse documents and (iii) the selection of the mortgage receivables sold by the Seller from time to time to Cartesian Warehouse 3 S.A., including the Mortgage Receivables which form part of the transaction described in this Prospectus and, for this purpose, it, together with its advisers, conducted such commercial, operational and legal due diligence as it considered appropriate in relation to such mortgage receivables. The Seller has undertaken in the Transaction Documents that it will, prior to the date of transfer of the relevant Mortgage Receivable to the Issuer, hold the relevant Mortgage Receivable for its own account. Between acquisition of the relevant Mortgage Receivables from the Originator and sale to the Issuer, there is uncertainty as to whether the Mortgage Receivables would be sold to the Issuer and whether the Issuer would be able to purchase them. Therefore, during that period, the Seller is exposed to the credit risk in relation to the Mortgage Receivables.

The directors of the Seller are Mr. Taavi Davies, Mr. Darren Gorman, Mr. Arnold Spruit and Ms. Sheila Ramcharan-Razab-Sekh.

Upon incorporation on 12 April 2013, the Seller had a fixed share capital of EUR 12,500 (twelve thousand five hundred) represented by 12,500 (twelve thousand five hundred) shares, with a nominal value of EUR 1 (one euro) each, all fully subscribed and entirely paid up. On 12 December 2013, the share capital of the Seller was increased by EUR 1,000 (one thousand) represented by 1,000 (one thousand) shares, with a nominal value of EUR 1 (one euro) each, to a fixed share capital of EUR 13,500 (thirteen thousand five hundred) represented by 13,500 (thirteen thousand five hundred) shares, with a nominal value of EUR 1 (one euro) each.

The entire issued share capital of the Seller is held by VSK Holdings Limited. VSK Holdings Limited was established in 2013 by ARA Venn (as Venn Partners LLP at the time) as an investment company to invest asset-backed loan portfolios. Its shareholders comprise ARA Venn and other credit investors and it is advised by ARA Venn. ARA Venn is an investment manager of asset-backed loans, including Dutch residential mortgages and commercial real estate debt within the United Kingdom and various EU countries. In 2014 it was selected by the UK Ministry of Housing, Communities and Local Government (formerly the Department for Communities and Local Government) to establish and manage a government guaranteed lending scheme for private rental housing in the United Kingdom. In October

2020, ARA Venn was also appointed by the UK Ministry of Housing, Communities and Local Government to establish and manage a new government guaranteed lending scheme for affordable housing in the United Kingdom. In March 2020, ARA Asset Management Limited acquired a majority stake (comprising a minimum long-term shareholding of 51%) in Venn Partners LLP via its subsidiary, ARA UK Asset Management Limited. Following the transaction, Venn Partners LLP continues to be regulated by the FCA as an adviser, arranger and AIFM and operates under the trading name of ARA Venn.

Originator

Venn Hypotheken B.V. is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated on 23 February 2015 and operating under Dutch law. The registered office of Venn Hypotheken is at Lage Mosten 1-11, 4822 NJ in Breda, the Netherlands. Venn Hypotheken is registered with the Commercial Register of the Chamber of Commerce under number 62715550.

Venn Hypotheken has an authorised share capital of EUR 5.000, fully issued and paid-up. The shares are held by (i) NN Investment Partners International Holdings B.V., (ii) ARA Venn, (iii) Sandstreet BVBA and (iv) Peter Arrazola de Oñate. In November 2019, Venn Hypotheken and ARA Venn (as Venn Partners LLP at the time) entered into a partnership with NN Investment Partners ("**NNIP**") in the Dutch residential mortgage market, whereby Venn Hypotheken became the origination partner for whole loan investment mandates managed by NNIP. As part of the partnership, NNIP also acquired a majority stake in Venn Hypotheken.

The activities of Venn Hypotheken consist of granting mortgage loans. Pursuant to article 2:60 of the Wft, on December 31, 2015 Venn Hypotheken has obtained a license from the *Autoriteit Financiële Markten* ("**AFM**") to grant credit (*aanbieden van krediet*) to consumers in the Netherlands and pursuant to article 2:80 of the Wft, on December 31, 2015 Venn Hypotheken has obtained a license from the AFM to act as intermediary (*bemiddelaar*) under the Wft.

Venn Hypotheken is involved in any and all business activities typically covered in a Dutch mortgage lending business, such as product development and management, marketing, distribution and sales, loan underwriting, customer care, loan administration, funding and risk management.

Venn Hypotheken has 14 employees, including the directors. The directors are Marc De Moor (CEO), Peter Arrazola de Oñate and Bart Bakx. The supervisory board consists of Martijn van Steeg (chairman), Herman Zoetmuler, Dirk Buggenhout, Gary Mckenzie-Smith and Kees Engel.

3.5 SERVICER

The Issuer has appointed the Originator to act as its Servicer in accordance with the terms of the Servicing Agreement to provide the Services, which consist of the Mortgage Loan Services and the Portfolio Services.

In accordance with the Servicing Agreement, the Servicer has appointed Stater Nederland B.V. and HypoCasso B.V., respectively, to act as its Sub-servicers to provide certain of the Mortgage Loan Services in respect of the relevant Mortgage Receivables.

Under the Servicing Agreement, ancillary to the Mortgage Loan Services, the Servicer has furthermore agreed to provide the Portfolio Services which comprise of certain advisory services to the Issuer on a day-to-day basis, including advice in respect of the determination of the Mortgage Interest Rates and advice relating to actions to be considered in respect of relevant Mortgage Receivables which are reasonably expected to default (see further Section 7.5 (*Servicing Agreement*)).

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

3.6 ISSUER ADMINISTRATOR

The Issuer has appointed Intertrust (Luxembourg) S.à r.l. to act as its Issuer Administrator in accordance with the terms of the Administration Agreement (see further under Section 5.7 (*Administration Agreement*)).

Intertrust (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing, organised and operating under the laws of the Grand Duchy of Luxembourg with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, being registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B103123.

The objects of the Issuer Administrator are *inter alia* the provision of domiciliary, administrative and corporate services in the widest sense to other legal entities in whatever form. For the avoidance of doubt, such services include the activity of domiciliary agent, registrar agent, administrative agent of the financial sector and client communication agent and professional providing company formation and management services as defined in and in the widest sense permitted by the Luxembourg law of 5 April 1993 on the financial sector and as such law has been and may be amended in the future from time to time. The Issuer Administrator may serve as a director, manager or member of the supervisory board of other legal entities and may carry out any operation which it may deem useful in the accomplishment and development of its purposes including the holding of interests in other legal entities having a similar or related object.

The managers (*gérants*) of the Issuer Administrator are Margaret Carey, Lee David Godfrey, Nick Maton, Anne-Sophie Rio-Rotheval and Douwe Hendrik Jacob Terpstra. The sole shareholder of the Issuer Administrator is Intertrust Holding (Luxembourg) S.à r.l., a private company with limited liability (*société à responsabilité limitée)* organised under the laws of the Grand Duchy of Luxembourg and having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B156338, itself being an indirect fully-owned subsidiary of Intertrust Group B.V., a (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and having its statutory seat in Amsterdam, the Netherlands.

Intertrust (Luxembourg) S.à r.l. is duly authorised in Luxembourg to provide domiciliary services by the Ministère des Finances and submitted to supervision of the *Commission de Surveillance du Secteur Financier*. Intertrust (Luxembourg) S.à r.l. belongs to the same group of companies as Intertrust Management B.V., which is Shareholder Director and the Security Trustee Director. The sole shareholder of Intertrust Management B.V. and Intertrust (Luxembourg) S.à r.l. is Intertrust (Netherlands) B.V. The Issuer Director is Universal Management Services S.à r.l., represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) at the relevant date. Therefore, a conflict of interest may arise.

3.7 SWAP COUNTERPARTY

BNP Paribas is a French multinational bank and financial services company with its registered office located at 16 boulevard des Italiens 75009 Paris, France, and its corporate website in English is http://www.bnpparibas.com/en.

BNP Paribas, together with its consolidated subsidiaries (the "**BNP Paribas Group**") is a global financial services provider, conducting retail, corporate and investment banking, private banking, asset management, insurance and specialized and other financial activities throughout the world.

The BNP Paribas Group, one of Europe's leading providers of banking and financial services, has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg.

It operates in 68 countries and has more than 193,000 employees, including nearly 148,000 in Europe. BNP Paribas holds key positions in its two main businesses:

- Retail Banking and Services, which includes:
    - Domestic Markets, comprising:
        - French Retail Banking (FRB),
        - BNL banca commerciale (BNL bc), Italian retail banking,
        - Belgian Retail Banking (BRB),
        - Other Domestic Markets activities including Arval, BNP Paribas Leasing Solutions, Personal Investors, Nickel and Luxembourg Retail Banking (LRB);
    - International Financial Services, comprising:
        - Europe-Mediterranean,
        - BancWest,
        - Personal Finance,
        - Insurance,
        - Wealth and Asset Management;
    - Corporate and Institutional Banking (CIB):
        - Corporate Banking,
        - Global Markets,
        - Securities Services.

BNP Paribas SA is the parent company of the BNP Paribas Group.

At 31 March 2021, the BNP Paribas Group had consolidated assets of €2,660 billion (compared to €2,488 billion at 31 December 2020), consolidated loans and receivables due from customers of €822 billion (compared to €810 billion at 31 December 2020), consolidated items due to customers of €974 billion (compared to €941 billion at 31 December 2020) and shareholders' equity (Group share) of €113.8 billion (compared to €112.8 billion at 31 December 2020).

At 31 March 2021, pre-tax income was €2.8 billion (compared to €1.8 billion as at 31 March 2020). Net income, attributable to equity holders, for the first quarter 2021 was €1.8 billion (compared to €1.3 billion for the first quarter 2020).

At the date of this Prospectus, the BNP Paribas Group currently has Long Term Senior Preferred debt ratings of "A+" with negative outlook from S&P, "Aa3" with stable outlook from Moody's Investors Service, Inc. and "AA-" with negative outlook from Fitch Ratings, Ltd and "AA (low)" with stable outlook from DBRS.

The information contained in this section relates to and has been obtained from BNP Paribas. The information concerning BNP Paribas and the BNP Paribas Group contained herein is furnished solely to provide limited introductory information regarding BNP Paribas and the BNP Paribas Group and does not purport to be comprehensive.

The delivery of the information contained in this section shall not create any implication that there has been no change in the affairs of BNP Paribas or the BNP Paribas Group since the date hereof, or that the information contained or

referred to in this section is correct as of any time subsequent to its date.

For up-to-date financial information, including quarterly results since the last fiscal year end, please refer to http://invest.bnpparibas.com/en.

3.8 OTHER PARTIES

Collection Foundation:	Stichting Derdengelden Venn Hypotheken, established under Dutch law as a foundation (*stichting*), with its seat (*zetel*) in Amsterdam, the Netherlands and its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands and registered with the Commercial Register of the Chamber of Commerce under number 59974052.
Directors:	With respect to the Issuer, Universal Management Services S.à r.l., represented by its permanent representative, as filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) on the relevant date, with respect to the Shareholder, Intertrust Management B.V and with respect to the Security Trustee, Amsterdamsch Trustee's Kantoor B.V.
Issuer Account Bank:	Citibank Europe plc., Luxembourg Branch.
Issuer Account Agent:	Citibank Europe plc.
Paying Agent:	Citibank Europe plc.
Reference Agent:	Citibank Europe plc.
Listing Agent:	Walkers Listing Services Limited.
Arrangers:	BNP Paribas; and ARA Venn.
Joint Lead Managers:	BNP Paribas, Citigroup Global Markets Limited and SMBC Nikko Capital Markets Europe GmbH.
Common Safekeeper:	The clearing system or such other entity which the Issuer may elect from time to time to perform the safekeeping role.
Previous Transaction Security Trustees:	Stichting Security Trustee Cartesian Residential Mortgages 2, Stichting Security Trustee Cartesian Residential Mortgages 3, Stichting Security Trustee Cartesian Residential Mortgages Blue, Stichting Security Trustee Cartesian Warehouse 3, Stichting Security Trustee Cartesian Residential Mortgages 4, Stichting Security Trustee Cartesian Residential Mortgages 5 and security trustees and/or other funders.
Previous Transaction SPVs:	Cartesian Residential Mortgages 2 S.A., Cartesian Residential Mortgages 3 S.A., Cartesian Residential Mortgages Blue S.A., Cartesian Warehouse 3 S.A., Cartesian Residential Mortgages 4 S.A., Cartesian Residential Mortgages 5 S.A.

4. THE NOTES

4.1 TERMS AND CONDITIONS

The terms and conditions (the 'Conditions') will be as set out below. The Conditions will be endorsed on each Definitive Note if they are issued. While the Notes remain in global form, the same terms and conditions govern the Notes, except to the extent that they are not appropriate for Notes in global form. See Section 4.2 (Form).

The issue of the EUR 354,632,000 Class A mortgage-backed notes 2021 due 2056 (the "**Class A Notes**"), the EUR 11,640,000 Class B mortgage-backed notes 2021 due 2056 (the "**Class B Notes**"), the EUR 8,536,000 Class C mortgage-backed notes 2021 due 2056 (the "**Class C Notes**" and together with the Class A Notes and the Class B Notes, the "**Rated Notes**"), the EUR 13,192,000 Class D mortgage-backed notes 2021 due 2056 (the "**Class D Notes**" and together with the Rated Notes, the "**Mortgage-Backed Notes**") and the EUR 6,508,000 Class S notes 2021 due 2056 (the "**Class S Notes**, and together with the Mortgage-Backed Notes, the "**Notes**") was authorised by a resolution of the Issuer Director passed on or about 8 June 2021. The Notes are issued under the Trust Agreement on 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 forms of the Notes and Coupons, and the Temporary Global Notes and the Permanent Global Notes, (ii) the Paying Agency Agreement, (iii) the Parallel Debt Agreement and (iv) the Pledge Agreements.

Unless otherwise defined herein, words and expressions used in these Conditions are defined in a master definitions agreement dated the Signing Date, between the Issuer, the Security Trustee, the Seller and certain other parties as amended, supplemented, restated, novated or otherwise modified 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 would conflict with the terms and definitions used herein, the terms and definitions of these Conditions shall prevail. As used herein, "**Class**" means either the Class A Notes or the Class B Notes or the Class C Notes or the Class D Notes or the Class S 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 are available for inspection, free of charge, by Noteholders and prospective Noteholders at the specified office of the Paying Agent and the present office of the Security Trustee, being at the date hereof Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands, and in electronic form upon email request at securitisation@intertrustgroup.com. 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

The Notes will be in bearer form serially numbered and with Coupons attached on issue in a minimum denomination of EUR 125,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 249,000. Under Dutch law, the valid transfer of Notes together with Coupons 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), including payment and no person shall be liable for so treating such holder. The signatures on the Notes will be in facsimile.

2. Status, Priority and Security

(a) The Notes of each Class are direct and unconditional obligations of the Issuer and rank *pari passu* and without any preference or priority among Notes of the same Class.

(b) In accordance with the Conditions and the Trust Agreement on each Notes Payment Date, other than in respect of the Pre-funded Amount (unless the amount thereof is less than EUR 1,000,000) remaining on the first Notes Payment Date, (i) payments of principal and, in the case of any shortfall reflected on the Principal Deficiency Ledger, interest on the Class B Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes, (ii) payments of principal and, in the case of any shortfall reflected on the Principal Deficiency Ledger, interest on the Class C Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes and the Class B Notes, (iii) payments of principal on the Class D Notes are subordinated to, *inter alia*, payments of principal and, ultimately, interest on the Rated Notes, (iv) payments of principal on the Class S Notes are subject to the Class S Redemption Condition being met and are subordinated to, inter alia, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Rated Notes and, ultimately, payments of principal on the Class D Notes and (v) payments of the Class S Revenue Amount are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Rated Notes, payments of principal on the Class D Notes and, ultimately, the Class S Notes.

(c) On the first Notes Payment Date, the Pre-funded Amount remaining on such first Notes Payment Date will be applied by the Issuer on a *pari passu* and pro rata basis to each Class of Mortgage-Backed Notes, unless the Pre-funded Amount is less than EUR 1,000,000. The obligation to pay the Subordinated Step-up Consideration in respect of any Class of Rated Notes, unless an Enforcement Notice has been delivered, is subordinated to payments of a higher order of priority which includes, but is not limited to, payments of principal and interest on the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Conditions and the Trust Agreement.

(d) The obligations under the Notes will be secured (indirectly) by the Security. The Security for the obligations of the Issuer towards, *inter alios*, the Noteholders will be created pursuant to, and on the terms set out in, the Parallel Debt Agreement, the Trust Agreement and the Pledge Agreements, which will create the following security rights:

(i) a first ranking right of pledge by the Issuer to the Security Trustee over the Mortgage Receivables and all rights ancillary thereto, governed by Dutch law;

(ii) a first ranking right of pledge by the Issuer to the Security Trustee over the Issuer Rights, including all rights ancillary thereto, governed by Dutch law;

(iii) a first ranking right of pledge by the Issuer to the Security Trustee in respect of its rights under the Issuer Accounts *vis-à-vis* the Issuer Account Bank, governed by Luxembourg law; and

(iv) a first ranking right of pledge by the Collection Foundation to the Security Trustee and the Previous Transaction Security Trustees jointly in respect of its rights under the Collection Foundation Accounts and a second ranking right of pledge to the Issuer and the Previous Transaction SPVs jointly, governed by Dutch law.

(e) In the event of the Security being enforced, the obligations under (i) the Class A Notes will rank in priority to the Class B Notes, the Class C Notes, the Class D Notes and the Class S Notes, (ii) the Class B Notes will rank in priority to the Class C Notes, the Class D Notes and the Class S Notes, (iii) the Class C Notes will rank in priority to the Class D Notes and the Class S Notes and (iv) the Class D Notes will rank in priority to the Class S Notes.

(f) 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. 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 interest of the Higher Ranking Class of Notes. In addition, the Security Trustee shall have regard to the interests of the other Secured Creditors. In case of a conflict of interest between the Secured Creditors, the ranking set out in the Post-Enforcement Priority of Payments determines which interest of which Secured Creditor prevails.

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 Luxembourg business practice and in accordance with the requirements of Luxembourg 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 and 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 to any part of its assets except as contemplated by 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 Transaction Documents, 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 or consent to any waiver 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(d)(ii);

(h) take any action which will cause its centre of main interest (*centre des intérêts principaux*) within the meaning of the Recast Insolvency Regulation, as amended, to be located outside Luxembourg;

(i) make any investments other than in Eligible Investments, except for any other investments as contemplated by the Transaction Documents; and

(j) enter into any derivative contracts other than for hedging the hedging interest-rate or currency risks of the securitisation in accordance with article 21(2) of the Securitisation Regulation or, as applicable, article 21(2) of the UK Securitisation Regulation.

4. Interest and Subordinated Step-up Consideration

(a) *Period of Accrual*

The Class A Notes, the Class B Notes and the Class C Notes shall bear interest on their Principal Amount Outstanding from and including the Closing Date. Each Class A Note, Class B Note and Class C Note (or in the case of the redemption of part only of a Class A Note, a Class B Note or a Class C Note, that part only of such Class A Note, Class B Note or Class C Note) shall cease to bear interest from its due date for redemption unless, upon due presentation, payment of the relevant amount of principal or any part thereof is improperly withheld or refused. In such event, interest will continue to accrue thereon (before and after any judgment) at the rate applicable to such Note up to but excluding the date on which, on presentation of such Note, payment in full of the relevant amount of principal is made or (if earlier) the seventh 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 payment thereof, is in fact made.

Whenever it is necessary to compute an amount of interest or the Subordinated Step-up Consideration

in respect of any Class A Note, Class B Note or Class C Note for any period (including any Interest Period), such interest or Subordinated Step-up Consideration shall be calculated in respect of the Principal Amount Outstanding of the relevant Class of Notes and on the basis of the actual days elapsed in such period and a 360 day year.

The Class D Notes will not carry any interest.

(b) *Interest Periods and Notes Payment Dates*

Interest on the Class A Notes, the Class B Notes and the Class C Notes, the Excess Proceeds Payment Amount and the Class S Revenue Amount are 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 November 2021.

Interest on each of the Notes shall be payable quarterly in arrear in EUR in respect of the Principal Amount Outstanding of each Class A Note, Class B Note and Class C Note on each Notes Payment Date. The Excess Proceeds Payment Amount shall be payable to the holders of the Class A Notes in EUR on the first Notes Payment Date by paying in respect of each Class A Note the Excess Proceeds Note Payment Amount.The Class S Revenue Amount shall be payable to the holders of the Class S Notes quarterly in arrear in EUR on each Notes Payment Date up to and including the First Optional Redemption Date by paying in respect of each Class S Note the Class S Revenue Interest Amount.

(c) *Interest on the Class A Notes, the Class B Notes and the Class C Notes, the Excess Proceeds Payment Amount and the Class S Revenue Amount*

the Class A Notes, the Class B Notes and the Class C Notes:

Interest on the Class A Notes, the Class B Notes and the Class C Notes for each Interest Period will accrue at an annual rate equal to the sum of the Euro Interbank Offered Rate ("**Euribor**") for three (3) month deposits in EUR (determined in accordance with paragraph (e) below) (or, in respect of the first Interest Period, accrue at the rate which represents the linear interpolation of Euribor for three (3) and six (6) month deposits in EUR, rounded, if necessary, to the 5th decimal place with 0.000005, being rounded upwards), plus a margin which will be equal to:

(i) for the Class A Notes 0.65 per cent. per annum;
(ii) for the Class B Notes 0.90 per cent. per annum; and
(iii) for the Class C Notes 1.20 per cent. per annum,

whereby the interest has in respect of each Class of Notes a floor of 0 per cent. per annum.

Excess Proceeds Payment Amount on the first Notes Payment Date:

If, on the first Notes Payment Date, the Pre-funded Amount is equal to or higher than EUR 1,000,000, an amount equal to the product of (i) 1.450 per cent. multiplied by (ii) the part of the Pre-funded Amount applied towards redemption of the Class A Notes on such date (the "**Excess Proceeds Payment Amount**") will be due to the Class A Noteholders on such date. The Excess Proceeds Note Payment Amount payable in respect of each Class A Note on the first Notes Payment Date shall be the outcome of (i) the Excess Proceeds Payment Amount divided by (ii) the number of the Class A Notes (rounded, if necessary, to the 2nd decimal place with 0.005 being rounded upwards).

Class S Notes:

The Class S Revenue Amount will be payable from and including the Closing Date up to and including the First Optional Redemption Date. Following the First Optional Redemption Date, no Class S Revenue Amount will be payable. The Class S Revenue Interest Amount payable in respect of each

Class S Note on the relevant Notes Payment Date up to and including the First Optional Redemption Date shall be the outcome of (i) the Class S Revenue Amount on the Notes Calculation Date relating to such Notes Payment Date divided by (ii) the number of the Class S Notes (rounded, if necessary, to the 2nd decimal place with 0.005 being rounded upwards).

(d) *Subordinated Step-up Consideration following the First Optional Redemption Date*

If on the First Optional Redemption Date the Rated Notes will not have been redeemed in full, on each following Notes Payment Date, the relevant Subordinated Step-up Consideration will be due to the Class A Noteholders, the Class B Noteholders and the Class C Noteholders respectively.

The Subordinated Step-up Consideration is, in respect of each of the Rated Notes, an amount equal to the higher of (I) zero and (II) the product of (a) the relevant Principal Amount Outstanding of such Class of Rated Notes and (b) the lower of (x) the relevant Subordinated Step-up Margin applicable to such Class of Rated Notes and (y) the sum of (i) Euribor for three (3) month deposits, (ii) the margin applicable to such Class of Rated Notes under Condition 4(c) and (iii) the relevant Subordinated Step-up Margin applicable to such Class of Rated Notes, where (II) is calculated on the basis of the actual days elapsed in such period and a 360 day year.

The Subordinated Step-up Margin applicable to the Class A Notes, the Class B Notes and the Class C Notes will be equal to:

(i) for the Class A Notes 0.4875 per cent. per annum;
(ii) for the Class B Notes 0.45 per cent. per annum; and
(iii) for the Class C Notes 0.60 per cent. per annum.

(e) *Euribor*

For the purpose of Condition 4(c) with respect to the Class A Notes, the Class B Notes and the Class C Notes, Euribor will be determined as follows:

(i) The Reference Agent will, subject to Condition 4(c), obtain for each Interest Period the rate equal to Euribor for three (3) month deposits in euros. The Reference Agent shall use the Euribor rate as determined and published by EMMI and which appears for information purposes on the Reuters Screen EURIBOR01, (or, if not available, any other display page on any screen service maintained by any registered information vendor for the display of the Euribor rate selected by the Reference Agent) as at or about 11.00 am (Central European Time) on the day that is two Business Days preceding the first day of each Interest Period (each an "**Interest Determination Date**");

(ii) If, on the relevant Interest Determination Date, such Euribor rate is not determined and published by EMMI, or if it is not otherwise reasonably practicable to calculate the rate under (i) above, the Reference Agent, in consultation with the Issuer, will:

a. request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market (the "**Euribor Reference Banks**") to provide a quotation for the rate at which three (3) month euro deposits are offered by it in the Euro-zone interbank market at approximately 11.00 am (Central European Time) on the relevant Interest Determination Date to prime banks in the Euro-zone interbank market in an amount that is representative for a single transaction at that time; and
b. if at least two quotations are provided, determine the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of such quotations as provided; and

(iii) if fewer than two such quotations are provided as requested, the Reference Agent will determine the arithmetic mean (rounded, if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks, of which there shall

be at least two in number, in the Euro-zone, selected by the Reference Agent, in consultation with the Issuer, at approximately 11.00 am (Central European Time) on the relevant Interest Determination Date for three (3) month deposits to leading Euro-zone banks in an amount that is representative for a single transaction in that market at that time,

and Euribor for such Interest Period shall be the rate per annum equal to Euribor for three (3) month deposits as determined in accordance with this paragraph (e), provided that if the Reference Agent is unable to determine Euribor in accordance with the above provisions in relation to any Interest Period, Euribor applicable to the Class A Notes, the Class B Notes and the Class C Notes during such Interest Period will be Euribor last determined in relation thereto. The Reference Agent will cause Euribor as determined in accordance with this paragraph (e) to be notified to the Paying Agent as soon as possible after the determination.

(f) *Determination of the Interest Rates and Calculation of Interest Amounts, the Excess Proceeds Payment Amount, the Excess Proceeds Note Payment Amount, the Class S Revenue Amount, the Class S Revenue Interest Amount and the Subordinated Step-up Consideration*

The Paying Agent and/or the Reference Agent (as applicable) will, as soon as practicable after 11.00 am (Central European Time) on each Interest Determination Date, determine the rates of interest referred to in paragraph (c) above for the Class A Notes, the Class B Notes and the Class C Notes and calculate the amount of interest payable for the following Interest Period (the "**Interest Amount**") for the Class A Notes, the Class B Notes and the Class C Notes by applying the relevant Interest Rates to the Principal Amount Outstanding of the Class A Notes, the Class B Notes and the Class C Notes, respectively, at close of business on the first day of the relevant Interest Period.

The Excess Proceeds Payment Amount and the Excess Proceeds Note Payment Amount payable on each Class A Note on the first Notes Payment Date will be calculated by the Issuer (or the Issuer Administrator on its behalf) in accordance with Condition 4(c) above.

The Class S Revenue Amount and the Class S Revenue Interest Amount payable on each Class S Note will be calculated by the Issuer (or the Issuer Administrator on its behalf) on each Notes Calculation Date in accordance with Condition 4(c) above.

The Subordinated Step-up Consideration payable in respect of the Class A Notes, the Class B Notes and the Class C Notes will be calculated by the Issuer (or the Issuer Administrator on its behalf) on each Notes Calculation Date after the First Optional Redemption Date.

The determination of the relevant Interest Rate, each Interest Amount, each Excess Proceeds Note Payment Amount, each Class S Revenue Interest Amount and each Subordinated Step-up Consideration by the Paying Agent or the Issuer, as applicable, shall (in the absence of manifest error) be final and binding on all parties.

(g) *Notification of Interest Rates, Interest Amounts, the Excess Proceeds Note Payment Amount, the Class S Revenue Interest Amount, the Subordinated Step-up Consideration and Notes Payment Dates*

The Paying Agent and/or the Reference Agent (as applicable) will cause the relevant Interest Rates, Interest Amounts and the Notes Payment Date applicable to the relevant Class of Notes to be notified to the Issuer, the Security Trustee, the Paying Agent, the Issuer Administrator, the holders of such Class of Notes and Euronext Dublin. The Issuer (or the Issuer Administrator on its behalf) will cause the Excess Proceeds Note Payment Amount, the relevant Class S Revenue Interest Amount and the Subordinated Step-up Consideration applicable to the relevant Class of Rated Notes to be notified to the Security Trustee, the Paying Agent, the holders of such Class of Notes and Euronext Dublin. The Interest Rates, the Interest Amount, the Notes Payment Date, the Excess Proceeds Note Payment Amount, the Class S Revenue Interest Amount and the Subordinated Step-up Consideration so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

(h) *Calculation by Security Trustee*

If the Paying Agent and/or Reference Agent at any time for any reason does not determine the relevant

Interest Rates in accordance with Condition 4(f) above or fails to calculate the relevant Interest Amounts in accordance with Condition 4(f) above or the Issuer fails to calculate the Excess Proceeds Note Payment Amount, the Class S Revenue Interest Amount or the Subordinated Step-up Consideration in respect of any relevant Class of Rated Notes, as applicable, the Security Trustee shall, or a party so appointed by the Security Trustee shall on behalf of the Security Trustee, determine the Interest Rate at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described in Condition 4(f) above), it shall deem fair and reasonable under the circumstances and/or as the case may be, the Security Trustee shall calculate the relevant Interest Amounts in accordance with Condition 4(f) above and/or the Excess Proceeds Note Payment Amount, the Class S Revenue Interest Amount or the Subordinated Step-up Consideration, as applicable, and each such determination or calculation shall be final and binding on all parties.

(i) *Reference Agent*

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

(j) *Replacement Reference Rate*

Notwithstanding the provisions above in this Condition 4, if the Reference Agent or the Issuer determines at any time prior to, on or following any Interest Determination Date, that a Benchmark Event has occurred, the Issuer will use best efforts to appoint a Rate Determination Agent, which may determine in its sole discretion, acting in good faith and in a commercially reasonable manner, a substitute, alternative or successor rate for purposes of determining the interest rate on each relevant Interest Determination Date (the first of which shall fall at least forty-five (45) calendar days after the notification referred under (C) below) thereafter that is substantially comparable to Euribor (the "**Reference Rate**") or that has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency or by a widely recognised industry association or body or that is expected to develop in an industry accepted rate for debt market instruments such as or comparable to the Notes. If the Rate Determination Agent has determined a substitute, alternative or successor rate in accordance with the foregoing (such rate, the "**Replacement Reference Rate**") for purposes of determining the interest rate on the relevant Interest Determination Date falling after such determination, (A) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the Replacement Reference Rate, including any Adjustment Spread or other adjustment factor needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case in a manner that is consistent with any industry-accepted practices for such Replacement Reference Rate, although there is no guarantee that such an Adjustment Spread or other adjustment factor will be determined or applied or that the application of any such factor will either reduce or eliminate economic prejudice to Noteholders; (B) references to the Reference Rate in these Conditions applicable to the Notes will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (A) above (including the Adjustment Spread); (C) the Rate Determination Agent will notify the Issuer, the Security Trustee, the Reference Agent and the Swap Counterparty of the foregoing as soon as reasonably practicable; and (D) the Issuer will give notice as soon as reasonably practicable to the Noteholders (in accordance with Condition 13 (*Notices*)) and the Paying Agent specifying the Replacement Reference Rate, as well as the details described in (A) above, provided that such Replacement Reference Rate shall only become applicable after (i) the Issuer has provided at least a 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 13 (*Notices*) and (ii) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior

Class of Notes then outstanding have not contacted the Issuer or Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Issuer or Paying Agent that such Noteholders do not consent to such modification in accordance with Condition 14(g). The party responsible for calculating the Interest Rate pursuant to Condition 4 will remain the party responsible for calculating the Interest Rate by making use of the Replacement Reference Rate and the other matters referred to above.

The Issuer and the Security Trustee may, subject to Condition 14(e) and Condition 14(g), make any (further) amendments to these Conditions that are necessary to ensure the proper operation of the foregoing.

For the avoidance of doubt, if a Replacement Reference Rate is determined by the Rate Determination Agent in accordance with this Condition 4(j), this Replacement Reference Rate will be applied to all relevant future payments on the relevant Notes, subject to this Condition 4(j). For the avoidance of doubt, this Condition 4(j) may be (re-)applied if a Benchmark Event has occurred in respect of the Replacement Reference Rate.

The determination of the Replacement Reference Rate and the other matters referred to above by the Rate Determination Agent will be final and binding on the Issuer, the Security Trustee, the Paying Agent, the Reference Agent and the Noteholders. If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate or any of the other matters referred to above, then the Reference Rate will remain unchanged (but subject to the other provisions of Condition 4, but particularly Condition 14(e) and Condition 14(g)). The Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 4(j), *mutatis mutandis*, on one or more occasions until a Replacement Reference Rate has been determined and notified in accordance with this Condition 4(j) and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Conditions will continue to apply.

As used in this Condition 4(j):

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Rate Determination Agent, acting in good faith, determines is required to be applied to the Replacement Reference Rate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Reference Rate with the Replacement Reference Rate and is the spread, formula or methodology which:

(a) is formally recommended in relation to the replacement of the Reference Rate with the Replacement Reference Rate by any competent authority; or (if no such recommendation has been made);
(b) the Rate Determination Agent determines, acting in good faith, is recognised or acknowledged as being the industry standard for debt market instruments such as or comparable to the Notes or for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Replacement Reference Rate; or (if the Rate Determination Agent determines that no such industry accepted standard is recognised or acknowledged); and
(c) the Rate Determination Agent, in its discretion, acting in good faith, determines to be appropriate.

"**Benchmark Event**" means:

(a) the Reference Rate has ceased to be representative of an industry accepted rate for debt market instruments (as determined by the Reference Agent or the Issuer, acting in good faith) such as, or comparable to, the Notes; or
(b) it has become unlawful or otherwise prohibited (including, without limitation, for the Reference Agent) pursuant to any law, regulation or instruction from a competent authority, to calculate

any payments due to be made to any Noteholder using the Reference Rate or otherwise make use of the Reference Rate with respect to the Notes; or

(c) the Reference Rate has changed materially, ceased to be published for a period of at least five (5) Business Days or ceased to exist; or

(d) a public statement is made by the administrator of the Reference Rate or its supervisor that, by a specified date within the following six months, the Reference Rate will be materially changed, no longer be representative, cease to be published, be discontinued or be prohibited from being used or that its use will be subject to restrictions or adverse consequences (for the avoidance of doubt, in case the specified date lies more than six months after the date the public statement is made, this event will be deemed to occur as of the date such specified date lies within the following six months); or

(e) a public statement is made by the administrator of the Reference Rate or its supervisor that the Reference Rate has changed materially, is no longer representative, has ceased to be published, is discontinued or is prohibited from being used or that its use is subject to restrictions or adverse consequences or that the supervisor no longer requires contributors to contribute input data to the administrator for purposes of the Reference Rate.

"**Rate Determination Agent**" means (A) a major bank or broker-dealer in the Netherlands, the European Union or the United Kingdom as appointed by the Issuer; or (B), if it is not reasonably practicable to appoint a party as referred to under (A), the Issuer, to determine the Replacement Reference Rate in accordance with this Condition.

5. Payment

(a) Payment of principal, interest, revenue and the Subordinated Step-up Consideration in respect of the Notes, if any, 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 within the EU. 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 and 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 in the case of payment by transfer to a euro account as referred to above, the Paying Agent shall not be obliged to credit such account until the day on which banks in the place of such account is open for business immediately following the day on which banks are open for business within the EU. 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. Notice of any termination or appointment of a Paying Agent and of any changes in the specified offices of the Paying Agent will be given to the Noteholders in accordance with Condition 13 (*Notices*).

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 on the Final Maturity Date, subject to, in respect of the Subordinated Notes, Condition 9(b) (*Principal*).

(b) *Mandatory Redemption of the Mortgage-Backed Notes*

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

(a) *firstly*, the Class A Notes, until fully redeemed;
(b) *secondly*, the Class B Notes, until fully redeemed;
(c) *thirdly*, the Class C Notes, until fully redeemed; and
(d) *fourthly*, the Class D Notes, until fully redeemed.

(2) On the first Notes Payment Date, the Issuer will be obliged to apply any remaining Pre-funded Amount in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000, in which case it will be applied as set out in item (1) above as part of the Available Principal Funds.

(c) *Redemption of the Class S Notes*

Unless previously redeemed in full and provided that no Enforcement Notice has been served in accordance with Condition 10, on any Notes Payment Date on which the Class S Redemption Condition is met, the Issuer will be obliged to apply the Available Class S Redemption Funds to (partially) redeem the Class S Notes at their respective Principal Amount Outstanding, on a *pro rata* and *pari passu* basis within such Class, subject to Condition 9(b) (*Principal*).

(d) *Remarketing Call Option on an Optional Redemption Date*

(i) *Remarketing Redemption Instruction*

The Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller, has the right to instruct the Issuer to redeem or, at the Issuer's option, to purchase all (but not some only) of the Mortgage-Backed Notes and to subsequently structure new notes or restructure the Notes and remarket such new notes or restructured Notes to be (re-)issued by the Issuer against payment of the proceeds thereof equal to at least the Required Call Amount (as defined below) to the Issuer on or prior to an Optional Redemption Date subject to and in accordance with this Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*).

The Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller may by way of written notification to the Issuer with a copy to the Security Trustee and by no later than seventy-five (75) calendar days prior to an Optional Redemption Date (the "**Remarketing Call Notice**"), inform the Issuer that it intends to exercise the Remarketing Call Option on the first succeeding Optional Redemption Date. The Remarketing Call Notice will include (i) the proposed Optional Redemption Date, (ii) the key terms of the new notes or restructured Notes to be (re-) issued by the Issuer and (iii) if exercised by the Seller, the Mortgage Receivables proposed to be repurchased by the Seller from the Issuer and reassigned by the Issuer to the Seller and the mortgage receivables proposed to be sold and assigned by the Seller to the Issuer. Following a Remarketing Call Notice and subject to the consent of the Issuer and the Security Trustee and, in accordance with Condition 14(f), the Swap Counterparty's prior written consent, as set out in paragraph (iii) below, the Majority Class S Noteholder

or, if the Majority Class S Noteholder does not exercise such right, the Seller will inform the Issuer (with a copy to the Security Trustee) by no later than five (5) Business Days prior to the Optional Redemption Date proposed in the Remarketing Call Notice whether it will exercise the Remarketing Call Option.

By submitting a Remarketing Call Notice, the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller shall have the right to start marketing the new notes or restructured Notes subject to paragraph (iii) below.

(ii) *Redemption in relation to Remarketing Call Option*

Upon exercise of the Remarketing Call Option, on or before the relevant Optional Redemption Date the Issuer shall (i) issue remarketed new notes or restructured Notes and/or, alternatively, (ii) attract a loan from the Seller for an amount such that the sum of (i) and (ii) shall be equal to at least the Required Call Amount. The Issuer shall apply (part of) the issuance proceeds of the new notes or restructured Notes and/or (part of) the proceeds of the loan granted by the Seller, as applicable, in an amount equal to at least the Required Call Amount in accordance with the relevant Priority of Payments and the Trust Agreement.

Furthermore, the exercise of the Remarketing Call Option by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller is subject to the following conditions (the "**Remarketing Call Option Conditions**"):

(A) each agreement entered into by the Issuer in respect of the Remarketing Call Option, the (re-)issue and sale of new notes or restructured Notes and the sale and assignment of mortgage receivables by and to the Issuer contains limited recourse and non-petition provisions substantially the same as those contained in the Transaction Documents; and

(B) all costs incurred in connection with the exercise of the Remarketing Call Option by the Seller will be borne by the Seller and all costs incurred in connection with the exercise of the Remarketing Call Option by the Majority Class S Noteholder will be borne by the Majority Class S Noteholder.

The Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller will be required to inform the Issuer and the Security Trustee of the amount of the Required Call Amount and the Issuer and Security Trustee will have to acknowledge and agree to such amount.

No Class of Notes may be redeemed or purchased in such circumstances unless all Classes of Mortgage-Backed Notes (or such of them as are then outstanding) are also redeemed in full subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*), at the same time.

The Issuer shall notify the intention of the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller to exercise such option by giving not more than 60 nor less than 30 days' notice to the Noteholders, the Security Trustee and the Swap Counterparty prior to the relevant Notes Payment Date.

(iii) *Consequential Amendments*

The Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller has the right to restructure the Notes without any need for the prior consent of the Noteholders, subject to the consent of the Issuer and the Security Trustee and the requirement for the Swap Counterparty's prior written consent in accordance with Condition 14(f), provided that such restructuring will only become effective at the time of purchase and/or (re-)issue by the Issuer of the new notes or restructured Notes. Upon completion of the restructuring, the Issuer will (re-)issue and sell the new notes or restructured Notes to such person(s) as instructed by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller or any placement agent or other party appointed by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller.

For the avoidance of doubt, none of the Transaction Documents and/or appointments of parties to the Transaction Documents shall automatically terminate as a result of a restructuring of the Notes and (re-)issue of new notes or restructured Notes. Subject to the Swap Counterparty providing its prior written consent in accordance with Condition 14(f), the restructuring of the Notes pursuant to the Remarketing Call Option will not constitute a default under any Transaction Document. Upon the exercise of the Remarketing Call Option, by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller (or another party, if applicable), the Seller shall be required to fulfil the retention requirement in accordance with article 6 of the Securitisation Regulation in respect of the relevant new notes or restructured Notes. There is no guarantee that such new notes or restructured Notes and the transaction in connection therewith meet the STS requirements.

(e) *Redemption for tax reasons*

All (but not some only) of the Mortgage-Backed Notes in whole (and not in part) may be redeemed 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 laws or regulations of Luxembourg (in each case, including any guidelines issued by the tax authorities) or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which becomes effective on or after the Closing Date and such obligation cannot be avoided by the Issuer taking reasonable measures available to it; 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 and Subordinated Step-up Consideration due in respect of any of the Rated Notes and any amounts required to be paid in priority or *pari passu* with each Class of Notes in accordance with the relevant Priority of Payments and the Trust Agreement.

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

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

(f) *Redemption Amount*

The principal amount redeemable in respect of each relevant Note in respect of a Class of Mortgage-Backed Notes on the relevant Notes Payment Date in accordance with Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*), Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*) and Condition 6(e) (*Redemption for tax reasons*) and the principal amount redeemable in respect of each Class S Note on the relevant Notes Payment Date in accordance with Condition 6(c) (*Redemption of the Class S Notes*) (each a "**Redemption Amount**"), shall be the aggregate amount (if any) of the Available Principal Funds plus on the first Notes Payment Date the part of the Pre-funded Amount (if equal to or higher than EUR 1,000,000) remaining upon expiry of the Pre-funded Period or, in respect of the Class S Notes, the Available Class S Redemption Funds, as calculated on the Notes Calculation Date relating to such Notes Payment Date to be available for a Class of Notes, divided by the number of Notes of the relevant Class subject to such redemption (rounded down to the nearest euro), provided always that the Redemption Amount can 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.

(g) *Determination of the Available Principal Funds, Available Class S Redemption Funds, the Available Revenue Funds, the Redemption Amount, Principal Amount Outstanding and the Revenue Shortfall Amount*

(i) On each Notes Calculation Date (to the extent Notes are redeemable on the immediately succeeding Notes Payment Date), the Issuer shall cause the Issuer Administrator to determine (a) the Available Principal Funds, (b) the Available Class S Redemption Funds, (c) the Available Revenue Funds, (d) the Redemption Amount due for the relevant Class of Notes, on the relevant Notes Payment Date, (e) the Principal Amount Outstanding of the relevant Note on the first day following such Notes Payment Date and (f) the Revenue Shortfall Amount on the relevant 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) The Issuer will on each Notes Calculation Date (to the extent Notes are redeemable on the immediately succeeding Notes Payment Date), cause each determination of (a) the Available Principal Funds, (b) the Available Class S Redemption Funds, (c) the Available Revenue Funds, (d) the Redemption Amount due for the relevant Class of Notes, on the relevant Notes Payment Date, (e) the Principal Amount Outstanding of the relevant Note on the first day following such Notes Payment Date and (f) the Revenue Shortfall Amount on the relevant Notes Payment Date to be notified forthwith to the Security Trustee, the Swap Counterparty, the Paying Agent, the Reference Agent, Euroclear and Clearstream, Luxembourg and to the holders of Notes in accordance with Condition 13. If no Redemption Amount is due to be made on the Notes 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.

(h) *Definitions*

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

"**Available Class S Redemption Funds**" means (A) on any Notes Payment Date when the Class S Redemption Condition is not met, zero, (B) on any Notes Payment Date on which the Class S Redemption Condition is met, the lower of (a) prior to the delivery of an Enforcement Notice, the amount equal to the Available Revenue Funds remaining after all items ranking above item (t) in the Revenue Priority of Payments have been paid in full and (b) the positive difference between (i) the Principal Amount Outstanding of the Class S Notes at the close of business on the immediately preceding Notes Payment Date or the Closing Date, as applicable and (ii) the sum of (x) the Reserve Account Second Target Level as calculated on the immediately preceding Notes Payment Date and (y) the Negative Carry Amount as calculated on the Notes Calculation Date on the immediately preceding Notes Payment Date and (C) after the delivery of an Enforcement Notice, the Enforcement Available Amount remaining after all items ranking above item (n) of the Post-Enforcement Priority of Payments have been paid in full.

"**Class S Redemption Condition**" means, on the relevant Notes Payment Date, the Seller complies with article 6 of the Securitisation Regulation on such Notes Payment Date or all Mortgage-Backed Notes have been redeemed in full in accordance with and subject to the Conditions, each at close of business on such Notes Payment Date.

"**Class S Revenue Amount**" means (a) on any Notes Payment Date up to and including the First Optional Redemption Date, prior to the delivery of an Enforcement Notice, an amount equal to the Available Revenue Funds remaining after all items ranking above item (u) of the Revenue Priority of Payments have been paid in full, (b) up to and including the First Optional Redemption Date, after the delivery of an Enforcement Notice, the amount remaining after all items ranking above item (o) of the Post-Enforcement Priority of Payments have been paid in full and (c) on any Notes Payment Date following the First Optional Redemption Date, zero.

"**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.

7. Taxation

(a) *General*

All payments in respect of the Notes, if any, will be made without withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatsoever nature imposed or levied (collectively "**Taxes**"), unless the withholding or deduction of such Taxes is required by law. In that event, the Issuer will make the required withholding or deduction of such Taxes for the account of the Noteholders, as the case may be, and shall not pay any additional amounts to such Noteholders. In particular, but without limitation, no additional amounts shall be payable in respect of any Note or Coupon presented for payment where such withholding or deduction is required to be made pursuant to the Luxembourg laws of December 23, 2005 (as amended) introducing a final withholding tax on certain interests from savings.

(b) *FATCA Withholding*

Payments in respect of the Notes may be reduced by any amounts of tax required to be withheld or deducted pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to FATCA or an intergovernmental agreement between the United States and any other jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement). 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 on the Notes with respect to any such withholding or deduction.

8. Prescription

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

9. Subordination, interest deferral and limited recourse

(a) *Interest*

Interest on the Class B Notes and the Class C Notes (other than, for the avoidance of doubt, the Subordinated Step-up Consideration) shall be payable in accordance with the provisions of Conditions 4 and 5, subject to the terms of this Condition 9(a).

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

In the event that on any Notes Payment Date the Issuer has insufficient funds available to it to satisfy its obligations in respect of amounts of interest due on the Class C Notes on such Notes Payment Date, the amount available (if any) shall be applied *pro rata* and *pari passu* to the amount of the interest due on such Notes Payment Date to the holders of the Class C Notes. In the event of a shortfall, the Issuer shall debit the Class C Interest Deficiency Ledger with an amount equal to the amount by which the aggregate amount of interest paid on the Class C Notes on any Notes Payment Date in accordance with this Condition falls short

of the aggregate amount of interest payable on the Class C Notes on that date pursuant to Condition 4. Such shortfall shall not be treated as due on that date for the purposes of Condition 4, but shall accrue interest as long as it remains outstanding at the rate of interest applicable to the Class C Notes for such period and a *pro rata* share of such shortfall and accrued interest thereon shall be aggregated with the amount of, and treated for the purpose of these Conditions as if it were interest due, subject to this Condition, on each Class C Note on the next succeeding Notes Payment Date.

(b) *Principal*

Any payments to be made in respect of (i) the Subordinated Notes in accordance with Condition 6(a) (*Final redemption*), (ii) the Class D Notes in accordance with Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*) and Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*), and (iii) the Class S Notes in accordance with Condition 6(c) (*Redemption of the Class S Notes)*, are subject to this Condition 9(b) (*Principal*).

Until the date on which the Principal Amount Outstanding of all 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 Payment Date, there is a balance on the Class B Principal Deficiency Ledger, then notwithstanding any other provisions of these Conditions, the principal amount payable on redemption of each Class B Note on such Notes Payment Date shall not exceed its Principal Amount Outstanding less the Class B 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 Transaction Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

Until the date on which the Principal Amount Outstanding of all Class B Notes is reduced to zero, the Class C Noteholders will not be entitled to any repayment of principal in respect of the Class C Notes. If, on any Notes Payment Date, there is a balance on the Class C Principal Deficiency Ledger, then notwithstanding any other provisions of these Conditions, the principal amount payable on redemption of each Class C Note on such Notes Payment Date shall not exceed its Principal Amount Outstanding less the Class C Principal Shortfall on such Notes Payment Date. 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 Transaction Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

Until the date on which the Principal Amount Outstanding of all Class C Notes is reduced to zero, the Class D Noteholders will not be entitled to any repayment of principal in respect of the Class D Notes. If, on any Notes Payment Date, there is a balance on the Class D Principal Deficiency Ledger, then notwithstanding any other provisions of these Conditions, the principal amount payable on redemption of each Class D Note on such Notes Payment Date shall not exceed its Principal Amount Outstanding less the Class D Principal Shortfall on such Notes Payment Date. The Class D Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Class D 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 Transaction Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

The Class S Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Class S Notes and any Class S Revenue Interest Amount 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 Transaction Accounts and the Issuer has no further rights under or in connection with any of the Transaction Documents.

(c) *Subordinated Step-up Consideration*

In the event that on any Notes Payment Date following the First Optional Redemption Date, prior to redemption in full of the Class A Notes, the Issuer has insufficient funds available to it to satisfy its obligations in respect of Class A Subordinated Step-up Consideration due on such Notes Payment Date, the amount available (if any) shall be applied towards satisfaction of the Class A Subordinated Step-up Consideration due on such Notes Payment Date to the holders of the Class A Notes on a *pro rata* and *pari passu* basis in

accordance with the respective amount of Class A Subordinated Step-up Consideration to be distributed to the Class A Noteholders at such time. In the event of a shortfall, the Issuer shall debit the Class A Subordinated Step-up Consideration Deficiency Ledger with an amount equal to the amount by which the aggregate part of the Class A Subordinated Step-up Consideration paid on any Notes Payment Date in accordance with this Condition falls short of the aggregate Class A Subordinated Step-up Consideration payable on that date pursuant to Condition 4. Such shortfall shall not be treated as due on that date for the purposes of Condition 4 and a *pro rata* share of such shortfall shall be aggregated with the amount of, and treated for the purpose of these Conditions as if it were an amount due, subject to this Condition, on each Class A Note on the next succeeding Notes Payment Date.

In the event that on any Notes Payment Date following the First Optional Redemption Date, prior to redemption in full of the Class B Notes, the Issuer has insufficient funds available to it to satisfy its obligations in respect of Class B Subordinated Step-up Consideration due on such Notes Payment Date, the amount available (if any) shall be applied towards satisfaction of the Class B Subordinated Step-up Consideration due on such Notes Payment Date to the holders of the Class B Notes on a *pro rata* and *pari passu* basis in accordance with the respective amount of Class B Subordinated Step-up Consideration to be distributed to the Class B Noteholders at such time. In the event of a shortfall, the Issuer shall debit the Class B Subordinated Step-up Consideration Deficiency Ledger with an amount equal to the amount by which the aggregate part of the Class B Subordinated Step-up Consideration paid on any Notes Payment Date in accordance with this Condition falls short of the aggregate Class B Subordinated Step-up Consideration payable on that date pursuant to Condition 4. Such shortfall shall not be treated as due on that date for the purposes of Condition 4 and a *pro rata* share of such shortfall shall be aggregated with the amount of, and treated for the purpose of these Conditions as if it were an amount due, subject to this Condition, on each Class B Note on the next succeeding Notes Payment Date.

In the event that on any Notes Payment Date following the First Optional Redemption Date, prior to redemption in full of the Class C Notes, the Issuer has insufficient funds available to it to satisfy its obligations in respect of Class C Subordinated Step-up Consideration due on such Notes Payment Date, the amount available (if any) shall be applied towards satisfaction of the Class C Subordinated Step-up Consideration due on such Notes Payment Date to the holders of the Class C Notes on a *pro rata* and *pari passu* basis in accordance with the respective amount of Class C Subordinated Step-up Consideration to be distributed to the Class C Noteholders at such time. In the event of a shortfall, the Issuer shall debit the Class C Subordinated Step-up Consideration Deficiency Ledger with an amount equal to the amount by which the aggregate part of the Class C Subordinated Step-up Consideration paid on any Notes Payment Date in accordance with this Condition falls short of the aggregate Class C Subordinated Step-up Consideration payable on that date pursuant to Condition 4. Such shortfall shall not be treated as due on that date for the purposes of Condition 4 and a *pro rata* share of such shortfall shall be aggregated with the amount of, and treated for the purpose of these Conditions as if it were an amount due, subject to this Condition, on each Class C Note on the next succeeding Notes Payment Date.

Failure to pay any Subordinated Step-up Consideration will not cause an Event of Default.

(d) *Limited recourse*

In addition to Condition 9(b), 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 (subject, in each case, to being indemnified to its satisfaction) (in each case, the "**Relevant Class**") shall (but in the case of the occurrence of any of the events mentioned in (b) below, only if the Security Trustee shall have certified in writing to the Issuer that such an event is, in its opinion, materially prejudicial to the Noteholders of the Relevant Class) give 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 shall occur (each an "**Event of Default**"):

(a) default is made for a period of 14 days or more in the payment of the principal or interest on the Notes of the Relevant Class when and as the same ought to be paid in accordance with these Conditions, excluding the payment of any Subordinated Step-up Consideration; 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 (*saisie conservatoire*) or an executory attachment (*saisie exécution*) on any major part of the Issuer's assets is made and not discharged or released within a period of 45 days of its first being made; or

(d) the Issuer has taken any winding-up resolution, has been declared bankrupt (*en faillite*) or has applied for general settlement or composition with creditors (*concordat préventif de faillite*), controlled management (*gestion contrôlée*) or moratorium or reprieve from payment (*sursis de paiement*), or is subject to any similar proceedings affecting the rights of creditors generally; or

(e) 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 or the Security,

provided that, if more than one Class of Notes is outstanding, no Enforcement Notice may or shall be given by the Security Trustee to the Issuer in respect of any Class of Notes ranking junior to the Most Senior Class regardless of whether an Extraordinary Resolution is passed by the holder of such Class or Classes of Notes ranking junior to the Most Senior Class, unless an Enforcement Notice in respect of the Most Senior 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 Most Senior 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 Most Senior Class. In the event that an Enforcement Notice has been given by the Security Trustee, the Issuer shall notify the Swap Counterparty and the Noteholders thereof.

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 the obligations under 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 Agreement, 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) Neither the Noteholders and the Security Trustee nor any other party entitled to any claims against the Issuer in connection with the Notes (or any person acting on behalf of any of them) shall institute against, or join any person in instituting against, the Issuer any bankruptcy, reorganisation, arrangement, insolvency or liquidation proceeding. 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 and for its relief from responsibility. The Security Trustee is entitled to enter into commercial transactions with the Issuer and/or any other party to the Transaction Documents without accounting for any profit resulting from such transaction.

13. Notices

With the exception of the publications of the Reference Agent in Condition 4 and of the Issuer in Condition 6, notices to the Noteholders will be deemed to be validly given if published on the DSA website, being at the time 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 Notes are listed on Euronext Dublin, any notice will also be made to Euronext Dublin if such is a requirement of Euronext Dublin 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 e-mail or facsimile transmission, or in the form of a message transmitted by any accepted means of communication and received or capable of being produced in writing - provided that all Noteholders with the right to vote have voted in favour of the proposal.

(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 the Seller or (ii) by Noteholders of a Class or Classes holding not less than 10 per cent. in Principal Amount Outstanding of the Notes of such Class or Classes of the Notes.

(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 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 or Classes 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 Term Change, can be adopted regardless of the quorum 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 (in particular of the Security Trustee pursuant to Condition 14(e) below):

a. to approve any proposal for a Basic Terms Change and for any other modification of any provisions of the Trust Agreement, the Conditions, the Notes or any other Transaction Document 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 this 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 validly passed at a Meeting of a Class of Notes shall be binding upon all Noteholders of such Class. An Extraordinary Resolution validly passed at any Meeting of the Most Senior Class shall be binding upon all Noteholders of any other Class irrespective of the effect upon them, except that an Extraordinary Resolution approving a Basic Terms Change shall not be effective for any purpose unless it shall have been approved by Extraordinary Resolutions of Noteholders of each such 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 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 with the other parties to any Transaction Document, without the consent of the Noteholders 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, and (ii) any other modification, and any waiver, authorisation or consent of any breach or proposed breach, of any of the provisions of the Trust Agreement, the Notes or any other Transaction Document which is in the opinion of the Security Trustee not materially prejudicial to the interests of the Noteholders, provided that a Credit Rating Agency Confirmation is available in connection with such modification, authorisation, waiver or consent. Any such modification, authorisation, waiver or consent shall be binding on the Noteholders and, if the Security Trustee so requires, such modification, authorisation, waiver or consent shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

In addition, the Security Trustee may agree, without the consent of the Noteholders, to (a) the entering into of a new Transaction Document by the Issuer with a successor of the relevant counterparty or (b) the transfer of the rights and obligations under a Transaction Document by the relevant counterparty to a successor provided that (i) a Credit Rating Agency Confirmation is available in connection with such transfer or contracting, (ii) the rights deriving from such new transaction document, if any, will be pledged to the Security Trustee and (iii) if the relevant counterparty will be a Secured Creditor, the relevant successor will accede to the Parallel Debt Agreement and will agree to be bound by the provisions thereof.

The Security Trustee may further agree with the other parties to any Transaction Document, without the consent of the Noteholders, to any modification of the relevant Transaction Documents (including the Hedging Agreements) in order to enable the Issuer and/or the Swap Counterparty to comply with any requirements which apply to it under EMIR, the CRA Regulation, the UK CRA Regulation, the Commission Delegated Regulation (EU) 2015/3 (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant supervisory regulators), the Securitisation Regulation, the UK Securitisation Regulation, the Benchmark Regulation (subject to Condition 14(g)), the CRR Securitisation Amendment and/or for the securitisation transaction described in this Prospectus to qualify or continue to qualify as an STS Securitisation or as

a UK STS Securitisation, subject to receipt by the Security Trustee of a certificate of the Issuer or the Swap Counterparty certifying to the Security Trustee that the amendments requested by the Issuer or the Swap Counterparty, as the case may be, are to be made solely for the purpose of enabling the Issuer or the Swap Counterparty, as the case may be, to satisfy its requirements under EMIR, the CRA Regulation, the UK CRA Regulation, the Commission Delegated Regulation (EU) 2015/3 (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant supervisory regulators), the Securitisation Regulation, the UK Securitisation Regulation, the Benchmark Regulation (subject to Condition 14(g)), the CRR Securitisation Amendment and/or for the securitisation transaction described in this Prospectus to qualify or continue to qualify as an STS Securitisation or as a UK STS Securitisation, provided that the Security Trustee shall not be obliged to agree to any modification which, in the reasonable opinion of the Security Trustee, would have the effect of (A) exposing the Security Trustee or any other Secured Creditor (unless with its consent) to any additional liability or (B) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, of the Security Trustee or any other Secured Creditor (unless with its consent) in respect of the Notes, the relevant Transaction Documents and/or the Conditions and further provided that the Security Trustee has received written confirmation from the Swap Counterparty that it has consented to such amendment.

(f) *Swap Counterparty prior consent rights*

The Swap Counterparty's written consent is required for any amendment, such consent not to be unreasonably withheld or delayed, (i) to clause 4 of the Servicing Agreement, (ii) which constitutes a Basic Terms Change, (iii) to the Issuer's right to sell or assign the Mortgage Receivables under the Transaction Documents or to redeem the Notes under the Conditions, (iv) to this Condition 14(f) or clause 19.3 of the Trust Agreement or (v) to the Transaction Documents, the Conditions or the Interest Rate Policy Letter, which in the Swap Counterparty's reasonable opinion will have a material adverse impact on the currency, amount, timing or priority of payments due to be made by or to the Swap Counterparty under either the Swap Agreement or the NAMS Rebalancing Agreement. Furthermore, the Swap Counterparty's written consent is required for any restructuring of the Notes or structuring of new notes pursuant to Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*), such consent not to be unreasonably withheld or delayed. In case of an amendment which constitutes a Basic Terms Change, no such consent will be required if the Swap Counterparty fails to respond within ten (10) Business Days of written request for consent from the Security Trustee.

(g) *Modification to facilitate Replacement Reference Rate with consent of the Noteholders*

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have notified the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to in Condition 4(j) (*Replacement Reference Rate*) that they do not consent to the modification to change the Reference Rate to a Replacement Reference Rate, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with this Condition 14 (*Meetings of Noteholders; Modification; Consents; Waiver*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

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 are 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 courts of Amsterdam, the Netherlands. The provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915, as amended, are expressly excluded.

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 354,632,000, (ii) in the case of the Class B Notes in the principal amount of EUR 11,640,000, (iii) in the case of the Class C Notes in the principal amount of EUR 8,536,000 (iv) in the case of the Class D Notes in the principal amount of EUR 13,192,000 and (v) in the case of the Class S Notes in the principal amount of EUR 6,508,000. Each Temporary Global Note will be deposited with the Common Safekeeper on or about the Closing Date. Upon deposit of each such Temporary Global Note, the Common Safekeeper 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-U.S. beneficial ownership by the Noteholders has been received) not earlier than 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 a Temporary Global Note for a Permanent Global Note of the relevant Class of Notes, the Permanent Global Note will remain deposited with the Common Safekeeper.

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not 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. The Notes, other than the Class A Notes, are not intended to be held in a manner which allows their Eurosystem eligibility. The Notes represented by a Global Note are held in book-entry form.

The Global Notes will be transferable by delivery. Each Permanent Global Note will be exchangeable for Notes in definitive form only in the circumstances described below. Such Notes in definitive form shall be issued in a minimum denomination of EUR 125,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 249,000 or, as the case may be, in the then Principal Amount Outstanding of the Notes on such exchange date. 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 or Clearstream, Luxembourg, as appropriate, in the minimum authorised denomination of EUR 125,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 249,000. Notes in definitive form, if issued, will only be printed and issued in denominations of EUR 125,000 and in integral multiples of EUR 1,000 in excess thereof with a maximum denomination of EUR 249,000. No Notes in definitive form will be issued with a denomination above EUR 249,000. All such definitive Notes will be serially numbered and will be issued in bearer form and with (at the date of issue) Coupons and, if necessary, talons attached. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note will be entitled to receive any payment made in respect of that Note in accordance with the respective rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes, which must be made by the holder of a Global Note, for so long as such Global Note is outstanding. 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 all of the Notes are represented by the Global Notes and such Global Notes are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relevant accountholders rather than by publication as required by Condition 13 (provided that, in the case any publication required by a stock exchange, that stock exchange agrees or, as the case may be, any other publication requirement of such stock exchange will be met). Any such notice delivered on or prior to 4.00 p.m. (local time) on a Business Day in the city in which it was delivered shall be deemed to have been given to the holder of the Global Notes on such Business Day. A notice delivered after 4.00 p.m. (local time) on a Business Day in the city in which it was delivered will be deemed to have been given to the holders of the Global Notes on the next following Business Day in such city.

For so long as the Notes of a particular Class are represented by a Global Note, each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of that Class of Notes will be treated by the Issuer and the Security Trustee as a holder of such principal amount of that Class of Notes and the expression "**Noteholder**" shall be construed accordingly, but without prejudice to the entitlement of

the bearer of the relevant Global Note to be paid principal thereon and interest with respect thereto in accordance with and subject to its terms. Any statement in writing issued by Euroclear or Clearstream, Luxembourg as to the persons shown in its records as being entitled to such Notes and the respective principal amount of such Notes held by them shall be conclusive for all purposes.

If after the Exchange Date (i) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business and no alternative clearance system satisfactory to the Security Trustee and the Issuer 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) 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 if the Notes were in definitive form, then the Issuer will, at its sole cost and expense, issue:

(i) Class A Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class A Notes; and
(ii) Class B Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class B Notes; and
(iii) Class C Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class C Notes; and
(iv) Class D Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class D Notes; and
(v) Class S Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Class S Notes,

in each case within 30 days of the occurrence of the relevant event.

The provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915, as amended, are expressly excluded.

Application Dutch Savings Certificates Act in respect of the Class D Notes
Unless between individuals not acting in the conduct of a business or profession, each transaction regarding the Class D 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 Dublin 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 Note.

4.3 SUBSCRIPTION AND SALE

Each of the Joint Lead Managers has in the Senior Subscription Agreement agreed with the Issuer, subject to certain conditions, to purchase the Class A Notes, the Class B Notes and the Class C Notes at their respective issue prices. Furthermore, the Seller has in the Class D-S Notes Purchase Agreement agreed with the Issuer, subject to certain conditions, to purchase the Class D Notes and the Class S Notes at their respective issue prices. The Issuer, the Seller and certain other parties have agreed to indemnify and reimburse the Arrangers and the Joint Lead Managers against certain liabilities and expenses in connection with the issue of the Notes.

The Issuer as an unregulated securitisation vehicle under the Securitisation Act is not authorised to issue Notes to the public on a continuous basis, unless prior authorisation of and approval from the Luxembourg Financial Sector Supervisory Authority (*Commission de Surveillance du Secteur Financier*) has been obtained for the purpose of an authorisation under the Securitisation Act.

The issuance of the Notes is not designed to comply with the U.S. Risk Retention Rules other than the exemption under Section 246.20 of the U.S. Risk Retention Rules.

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.

Each purchaser of Notes, including beneficial interests therein, will be deemed to represent and agree that: (i) it is not a Risk Retention U.S. Person (unless it is a Risk Retention U.S. Person that has obtained the prior written consent of the Seller to purchase the relevant Notes within the restrictions set forth in the exemption provided for in Section 246.20 of the U.S. Risk Retention Rules), (ii) it is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note, and (iii) it is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

The Notes may not be sold to, or for the account or benefit of, U.S. persons except (i) pursuant to an exemption from, or in a transaction not subject to the registration requirements of, the Securities Act and (ii) only with the prior written consent of the Seller, in accordance with an exemption from the U.S. Risk Retention Rules.

Each of the Seller and the Issuer has, pursuant to the Senior Subscription Agreement agreed and acknowledged that none of the Joint Lead Managers, the Security Trustee or the Arrangers, or any other person shall have any responsibility for determining the proper characterisation of potential investors (including whether such investor is a Risk Retention U.S. Person) for the requirements of the U.S. Risk Retention Rules or for determining the availability of the exemption provided for in Section 246.20 of the U.S. Risk Retention Rules and none of the Joint Lead Managers, the Security Trustee or the Arrangers, or any other person accepts any liability or responsibility whatsoever for any such determination.

Prohibition of sales to EEA retail investors
Each of the Joint Lead Managers 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. 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
Each of the Joint Lead Managers 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 restraint 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), each Joint Lead 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 restraint 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) comply with article 129 of Legislative Decree No. 385 of 1 September 1993, as amended (pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy) and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016) (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
Each Joint Lead 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.

Prohibition of sales to UK retail investors
Each of the Joint Lead Managers 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 in relation thereto to any retail investor in 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 (8) of article 2 of Regulation (EU) No 2017/565 as it forms part of UK law by virtue of the EUWA; or
(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK law by virtue of the EUWA; or
(iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129 as it forms part of UK law by virtue of the EUWA; and

the expression an 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 for the Notes.

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.

Each Joint Lead Manager 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.

Notwithstanding the foregoing, the Joint Lead Managers will not have any liability to the Issuer, the Seller, the Originator or any other person, for compliance with the U.S. Risk Retention Rules by the Issuer, the Seller, the Originator or any other person, prior to, on or after the Closing Date.

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, each Joint Lead Manager has agreed and each further Joint Lead Manager appointed will be required to agree, 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 Class D 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 Dublin 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 D Notes in global form, or (b) in respect of the initial issue of the Class D Notes in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of the Class D 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 D Notes within, from or into the Netherlands if all the Class D Notes (either in definitive form or as rights representing an interest in the Class D 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.

Each Joint Lead 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 such Joint Lead Manager will be made on the same terms.

4.4 REGULATORY AND INDUSTRY COMPLIANCE

This Section 4.4 provides a non-exhaustive overview of certain requirements applicable in relation to the transaction described in this Prospectus under the Securitisation Regulation, including STS, the UK Securitisation Regulation, the CRA Regulation and the UK CRA Regulation, EMIR and the Benchmark Regulation. This Section must be read in conjunction with and is qualified in its entirety by the detailed information presented elsewhere in this Prospectus.

Securitisation Regulation and UK Securitisation Regulation

Risk Retention and Related Disclosure Requirements
Ember VRM S.à r.l., in its capacity as originator, within the meaning of article 6 of the Securitisation Regulation, has undertaken to the Issuer, the Security Trustee and the Joint Lead Managers that it shall (i) 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 and (ii), as if it were applicable to it and as in force on the Closing Date, in accordance with article 6 of the UK Securitisation Regulation. On the Closing Date, such material net economic interest is retained in accordance with item 3(d) of article 6 of the Securitisation Regulation by the retention of the Class D Notes and the Class S Notes, having a nominal amount equal to not less than 5% of the sum of (i) the aggregate Outstanding Principal Amount of the Mortgage Receivables and (ii) the Pre-funded Amount. As at the Closing Date, the requirements under articles 5 and 6 of the UK Securitisation Regulation are aligned with the requirements under articles 5 and 6 of the Securitisation Regulation. As a result thereof, on the Closing Date, such material net economic interest is also retained determined in accordance with item 3(d) of article 6 of the UK Securitisation Regulation by the retention of the Class D Notes and the Class S Notes. The Senior Subscription Agreement includes a representation and warranty of the Seller that it acts as the originator (as defined in the Securitisation Regulation) of the transaction described in this Prospectus and as to its compliance with article 6(1) and 6(3)(d) of the Securitisation Regulation and, as if it were applicable to it and as in force on the Closing Date, article 6(1) and 6(3)(d) of the UK Securitisation Regulation.

In addition to the information set out herein and forming part of this Prospectus, the Seller as the Reporting Entity is responsible for compliance with article 7 of the Securitisation Regulation and the Seller, as designated entity under article 7(2) of the Securitisation Regulation, has undertaken to make available 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. In addition, the Seller has undertaken to make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date

In case there is any change in the text or interpretation by the applicable regulator of the UK Securitisation Regulation after the Closing Date which diverges from the text or interpretation by the applicable regulator of the Securitisation Regulation, the Seller has undertaken to use its reasonable endeavours to continue to comply with the requirements of the UK Securitisation Regulation, including in relation to the risk retention requirements under article 6 of the UK Securitisation Regulation (including, without limitation the disclosure obligations imposed on it (if any) under article 7 of the UK Securitisation Regulation) and the requirements to make available information to investors referred to in article 7 of the UK Securitisation Regulation, each as if these were applicable to it.

Each prospective Noteholder should ensure that it complies with the Securitisation Regulation or, as applicable, the UK Securitisation Regulation, to the extent applicable to it, and 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 or, as applicable, article 5 of the UK Securitisation Regulation (see Section 8 (*General*) for more details). Prospective Noteholders should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the Securitisation Regulation or article 7 of the UK Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation or the UK Securitisation Regulation. See further *Prospective Noteholders to independently assess compliance with the Securitisation Regulation or, as applicable, the UK Securitisation Regulation* below.

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 as the Reporting Entity for the purpose of article 7(2) of the Securitisation Regulation and the Reporting Entity shall be responsible for compliance with article 7 of the Securitisation Regulation. The Reporting Entity, 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://editor.eurodw.eu/esma/viewdeal?edcode=RMBSNL000527100720213), or any other website as selected by the Reporting Entity of which the Noteholders and the Issuer Administrator are notified, which fulfils the requirements set out in the fourth paragraph of article 7(2) of the Securitisation Regulation (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979), and, from the moment that a securitisation repository registered under article 10 of the Securitisation Regulation has been appointed, through such SR Repository:

(i)

a. in accordance with article 7(1)(a) of the Securitisation Regulation, 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 II of Delegated Regulation (EU) 2020/1224; and, simultaneously,

b. in accordance with article 7(1)(e) of the Securitisation Regulation, a quarterly investor report in respect of each Notes Calculation Period in the form of the standardised template set out in Annex XII of Delegated Regulation (EU) 2020/1224;

(ii) without delay, in accordance with article 7(1)(f) of the Securitisation Regulation, any inside information relating to the transaction described in this Prospectus in the form of the standardised template set out in Annex XIV of Delegated Regulation (EU) 2020/1224; and

(iii) without delay, in accordance with article 7(1)(g) of the Securitisation Regulation, if applicable 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 Documents in the form of the standardised template set out in Annex XIV of Delegated Regulation (EU) 2020/1224.

In addition, the Reporting Entity, 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 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 (11), 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 Originator, 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; 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 Reporting Entity 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

(ii) to potential investors before pricing, data on static and dynamic historical default and loss performance, such as delinquency and loss 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 years, as required by article 22(1) of the Securitisation Regulation (see also Section 6.3 (*Origination and Servicing*)).

Without prejudice to the information to be made available by the Reporting Entity in accordance with article 7 of the Securitisation Regulation, the Issuer shall, also on behalf of the Reporting Entity, include on a quarterly basis in the Investor Reports, 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). The Investor Reports comprise reports based on the templates adopted pursuant to article 7 of the Securitisation Regulation. The Issuer, or the Issuer Administrator on its behalf, or the Reporting Entity shall also make available prior to the Closing Date, loan-by-loan information, which information will be updated within one month after each Notes Payment Date.

In addition, the Seller has undertaken to (i) make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date and (ii) in case there is any change in the text or interpretation by the applicable regulator of the UK Securitisation Regulation after the Closing Date which diverges from the text or interpretation by the applicable regulator of the Securitisation Regulation, use its reasonable endeavours to continue to comply with the requirements to make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if these were applicable to it, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it. As at the Closing Date, the requirements under articles 6 and 7 of the UK Securitisation Regulation are aligned with the requirements under articles 6 and 7 of the Securitisation Regulation.

Each prospective investor should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the Securitisation Regulation or referred to in article 7 of the UK Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation or the UK Securitisation Regulation and/or that, in the future, the due diligence obligations under the UK Securitisation Regulation continue to be aligned with the corresponding obligations of the Securitisation Regulation and, if the due diligence obligations would no longer be aligned with the corresponding obligations in the Securitisation Regulation, that the Seller shall make available information as referred to under such due diligence obligations under the UK Securitisation Regulation. In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the Securitisation Regulation or, as applicable, the UK 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.

Depending on the approach in the relevant EU Member State or, as applicable, the United Kingdom, 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., the Notes) acquired by the relevant institutional investor. Furthermore, in the event that the regulator of the relevant EU Member State or, as applicable, the UK determines that an investment in the Notes did not comply or is no longer in compliance with the

Securitisation Regulation or the UK Securitisation Regulation, then the relevant institutional investor may be required by the relevant regulator to set aside additional capital against the investment in the Notes or take other corrective action. In addition, another EU or UK investor may be less likely to purchase any of the Notes, which may have a negative impact on the ability of investors in the Notes to resell their Notes in the secondary market or on the price realised for such Notes.

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 Receivables will be serviced in line with the servicing procedures of the Originator, 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 Mortgage 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.

For further information please refer to Section 2 (*Risk Factors - Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*).

Prospective Noteholders to independently assess compliance with the Securitisation Regulation or, as applicable, the UK Securitisation Regulation
Investors should be aware of the due diligence requirements under (i) article 5 of the Securitisation Regulation that apply to institutional investors (including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, institutions for occupational retirement provision and UCITS funds) with an EU nexus and (ii) article 5 of the UK Securitisation Regulation that apply to institutional investors with a UK nexus and none of the Issuer, the Security Trustee, the Seller, the Originator, the Arrangers and/or the Joint Lead Managers makes any representation that the information described above is sufficient in all circumstances for such purposes. Amongst other things, such requirements restrict an institutional investor (other than the originator, sponsor or original lender within the meaning of the Securitisation Regulation or the UK Securitisation Regulation) from investing in securitisation positions unless, prior to holding the securitisation position:

(a) that institutional investor has verified that:

(i) for certain originators, certain credit-granting standards were met in relation to the origination of the underlying exposures;

(ii) the risk retention requirements set out in article 6 of the Securitisation Regulation or, as applicable, article 6 of the UK Securitisation Regulation, are being complied with; and

(iii) information required by article 7 of the Securitisation Regulation or, as applicable, referred to in article 7 of the UK Securitisation Regulation has been made available; and

(b) that institutional investor has carried out a due diligence assessment which enables it to assess the risks involved, which shall include at least (among other things) the risk characteristics of its securitisation position and the underlying exposures of the securitisation, and all the structural features of the transaction that can

materially impact the performance of its securitisation position.

In addition, under article 5(4) of the Securitisation Regulation and article 5(4) of the UK Securitisation Regulation, an institutional investor (other than the originator, sponsor or original lender) holding a securitisation position shall at least establish appropriate written procedures that are proportionate to the risk profile of the securitisation position and, where relevant, to the institutional investor's trading and non-trading book, in order to monitor, on an ongoing basis, compliance with its due diligence requirements and the performance of the securitisation position and of the underlying exposures.

Each prospective investor should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the Securitisation Regulation or referred to in article 7 of the UK Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the Securitisation Regulation or the UK Securitisation Regulation and/or that, in the future, the due diligence obligations under the UK Securitisation Regulation continue to be aligned with the corresponding obligations of the Securitisation Regulation and, if the due diligence obligations would no longer be aligned with the corresponding obligations in the Securitisation Regulation, that the Seller shall make available information as referred to under such due diligence obligations under the UK Securitisation Regulation. In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the Securitisation Regulation or, as applicable, the UK 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.

Depending on the approach in the relevant EU Member State or, as applicable, the United Kingdom, 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., the Notes) acquired by the relevant institutional investor. Furthermore, in the event that the regulator of the relevant EU Member State or, as applicable, the UK determines that an investment in the Notes did not comply or is no longer in compliance with the Securitisation Regulation or the UK Securitisation Regulation, then the relevant institutional investor may be required by the relevant regulator to set aside additional capital against the investment in the Notes or take other corrective action. In addition, another EU or UK investor may be less likely to purchase any of the Notes, which may have a negative impact on the ability of investors in the Notes to resell their Notes in the secondary market or on the price realised for such Notes.

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 and with respect to the information to be made available by the Issuer, the 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 or, as applicable, article 5 of the UK 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.

STS Statements

Pursuant to article 18 of the Securitisation Regulation a number of requirements should be met if the Seller as originator and the Issuer as SSPE (each for the purpose of the Securitisation Regulation), 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 (or its successor website) (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland)). It is noted that the securitisation transaction described in this

Prospectus can also qualify as a UK STS Securitisation under the UK Securitisation Regulation until maturity, provided that the securitisation transaction is and remains to be included in the list published by ESMA and meets before 31 December 2022 and continues to meet the requirements of articles 19 to 22 of the Securitisation Regulation.

The Seller and the Issuer have used the service of PCS as the STS 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 STS Verification Agent on the Closing Date. However, neither the Seller nor the Issuer gives explicit or implied representation or warranty (i) as to 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 or the UK 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 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 Guidelines on the STS criteria for non-ABCP securitisation) and regulations and interpretations in draft form and/or not yet entered into force at the time of this Prospectus (including, without limitation, the RTS Homogeneity), and are subject to any changes made therein after the date of this Prospectus:

a) for confirming compliance with articles 20(1) and 20(4) of the Securitisation Regulation, (i) pursuant to a mortgage receivables purchase agreement dated 10 March 2016 between the Seller and the Originator and under multiple deeds of sale and assignment between the Seller and the Originator and registration of such deeds of sale and assignment with the Dutch tax authorities, the Seller purchased and accepted assignment of the Mortgage Receivables from the Originator as a result of which legal title to the Mortgage Receivables was transferred to the Seller and such purchase and assignment is enforceable against the Originator and/or any third party of the Originator and (ii) (a) pursuant to a warehouse mortgage receivables purchase agreement and multiple deeds of sale and assignment between the Seller and Cartesian Warehouse 3 S.A. and registration of such deeds of sale and assignment with the Dutch tax authorities, Cartesian Warehouse 3 S.A. purchased and accepted assignment of the Mortgage Receivables from the Seller as a result of which legal title to the Mortgage Receivables was transferred to Cartesian Warehouse 3 S.A. and such purchase and assignment was enforceable against the Seller and/or any third party of the Seller and (b) pursuant to a deed of repurchase and reassignment between Cartesian Warehouse 3 S.A. and the Seller and registration of such deed of repurchase and reassignment with the Dutch tax authorities on or prior to the Closing Date, the Seller repurchased and accepted reassignment of the Mortgage Receivables from Cartesian Warehouse 3 S.A. as a result of which legal title to the Mortgage Receivables was retransferred to the Seller and such repurchase and reassignment is enforceable against Cartesian Warehouse 3 S.A. and/or any third party of Cartesian Warehouse 3 S.A., and as a result thereof article 20(5) of the Securitisation Regulation is not applicable; this is also confirmed by legal opinions of NautaDutilh N.V. and NautaDutilh Avocats Luxembourg S.à r.l., respectively, being qualified external legal counsels with experience in the field of securitisations, which legal opinions have been made available to the STS Verification Agent, authorised pursuant to article 28 of the Securitisation Regulation, and to any relevant competent authority referred to in article 29 of the Securitisation Regulation (see also items (b) and (c) below and Section 7.1 (*Purchase, repurchase and sale*));

b) for confirming compliance with article 20(1) of the Securitisation Regulation, pursuant to the Mortgage Receivables Purchase Agreement the Issuer will purchase on the Signing Date and will under the initial 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 and on any Purchase Date under any subsequent Deed of Assignment and Pledge and registration thereof with the Dutch tax authorities, will purchase and accept assignment of New Mortgage Receivables and/or Further Advance Receivables, as the case may be, 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; this is also confirmed by legal opinions of NautaDutilh N.V. and NautaDutilh Avocats Luxembourg S.à r.l., respectively, being qualified external legal counsels with experience in

the field of securitisations, which legal opinions have been made available to the STS Verification Agent, authorised pursuant to article 28 of the Securitisation Regulation, and to any relevant competent authority referred to in article 29 of the Securitisation Regulation (see also item (a) above, item (c) below and Section 7.1 (*Purchase, repurchase and sale*));

c) for confirming compliance with article 20(2) of the Securitisation Regulation, neither the Dutch Bankruptcy Act (*Faillissementswet*) nor the Recast Insolvency Regulation nor Luxembourg insolvency laws 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, on the relevant Purchase Date, to the Issuer in the Mortgage Receivables Purchase Agreement that (a) its COMI and the COMI of Cartesian Warehouse 3 S.A. is situated in the Grand-Duchy of Luxembourg, (b) the COMI of the Originator is situated in the Netherlands and (c) neither it nor the Originator nor Cartesian Warehouse 3 S.A. is subject to any one or more of the insolvency and winding-up proceedings listed in Annex A to the Recast Insolvency Regulation in any EU Member State and has not been dissolved (*ontbonden; dissolution*), granted a suspension of payments (s*urseance van betaling; sursis de paiement*), or for bankruptcy (*faillissement; faillite*) (see also Section 3.4 (*Seller & Originator*));

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 representations and warranties, the Mortgage Loan Criteria and, if applicable, the Additional Purchase Conditions, 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 Additional Purchase Conditions and the Transaction Documents do not allow for active portfolio management of the Mortgage Receivables on a discretionary basis (see also Section 7.1 (*Purchase, Repurchase and Sale*)) and the New Mortgage Receivables and the Further Advance Receivables shall only be transferred to the Issuer after the Closing Date provided that the representations and warranties, the Mortgage Loan Criteria and the Additional Purchase Conditions are met;

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)(i) of the RTS Homogeneity (see also the Section 6.1 (*Stratification Tables*)). The Mortgage Receivables are serviced according to similar servicing procedures with respect to monitoring, collection and administration of Mortgage Receivables from the Mortgage Loans and 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) fall within the same asset category of residential loans secured with one or several mortgages on residential immovable property and (iii), in accordance with the homogeneity factors set forth in article 20(8) of the Securitisation Regulation and article 2(1) 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, a first and sequentially lower 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 or the Originator is aware, having made all reasonable inquiries, including with the Originator and 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 pursuant to the relevant Mortgage Conditions (I) the Mortgaged Asset may not be the subject of residential letting at the time of origination and (II) the Mortgaged Asset is for residential use and must be occupied by the relevant Borrower at and after the time of origination, where in case of (II) no consent for residential letting of the Mortgaged Asset has been given by the Originator (except that in exceptional circumstances the Originator may in accordance with its internal guidelines allow a Borrower to let the Mortgaged Asset under specific conditions and for a limited period of time). The criteria set out in (i) up to and including (iv) are derived from article 20(8) Securitisation Regulation and the RTS Homogeneity, the final draft of which has been formally adopted by the European Commission but has not yet come into force on the date of this Prospectus;

g) the Mortgage Receivables 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 Additional Purchase Conditions and selecting only eligible loans;

i) for confirming compliance with article 20(10) of the Securitisation Regulation, the Originator has the required expertise in originating residential mortgage loans which are of a similar nature as the Mortgage Loans (taking the EBA Guidelines on the STS criteria for non-ABCP securitisation into account), as (i) it holds a licence to offer credit (*aanbieden van krediet*) under the Wft, (ii) the directors of the Originator have relevant professional experience in the origination of mortgage loans similar to the Mortgage Loans, at a personal level, for at least 5 years, (iii) senior staff, other than the directors, who are responsible for managing the Originator's origination of mortgage loans similar to the Mortgage Loans have the relevant professional experience in the origination of mortgage loans of a similar nature to the Mortgage Loans, at a personal level, for at least 5 years and (iv) Stater Nederland B.V. (who, on behalf of the Originator, carries out certain administrative activities regarding the offering, the review and acceptance of mortgages receivables) has the relevant experience in the origination of mortgage loans similar to the Mortgage Loans for at least 5 years (see also Section 6.3 (*Origination and Servicing*));

j) 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 as of the initial Cut-Off Date and (ii) any New Mortgage Receivables and Further Advance Receivables that will be assigned to the Issuer on any Purchase Date will result from New Mortgage Loans and Further Advances, respectively, that have been granted or, as applicable, selected during the immediately preceding Mortgage Calculation Period and each such assignment therefore occurs in the Seller's view without undue delay (see also Section 6.1 (S*tratification tables*) and Section 7.1 (*Purchase, Repurchase and Sale*));

k) for confirming compliance with article 20(13) of the Securitisation Regulation and the EBA Guidelines on the STS criteria for non-ABCP securitisation, 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 Receivables (see also Section 6.2 (*Description of Mortgage Loans*));

l) for confirming compliance with article 21(2) of the Securitisation Regulation, the interest rate risks are appropriately mitigated, as the Hedging Agreements are entered into to reduce the potential interest rate mismatch between the interest payable by Borrowers on the Swap Mortgage Receivables, which is calculated on the basis of a variety of different rates and is set on a number of different interest fixing dates, and interest payable on the Rated Notes, which is calculated on the basis of Euribor for three (3) month deposits plus a specified margin (see Section 5.4 (*Hedging*)). No currency risk applies to the transaction. Other than the Hedging Agreements, no derivative contracts are entered into by the Issuer and no derivative contracts are included in the pool of underlying exposures within the meaning of article 21(2) of the Securitisation Regulation;

m) for confirming compliance with article 21(3) of the Securitisation Regulation and the EBA Guidelines on the STS criteria for non-ABCP securitisation, 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 shall not reference complex formulae or derivatives (see also Section 6.3 (*Origination and Servicing*));

n) 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*));

o) for confirming compliance with article 21(6) of the Securitisation Regulation, the Issuer shall not purchase any New Mortgage Receivables or Further Advance Receivables unless each of the Additional Purchase Conditions is met, including but not limited to the Additional Purchase Conditions mentioned in items (iv), (vi), (xiv), (xv), (xviii), (xix) set out in section 7.4 (*Portfolio Conditions*));

p) 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 Swap Counterparty upon the occurrence of certain events are set forth in the Hedging Agreements (see also Section 5.4 *(Hedging*)), 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 (*Transaction Accounts*)) and the relevant rating triggers for potential replacements are set forth in the definition of Requisite Credit Rating.

q) for confirming compliance with article 21(8) of the Securitisation Regulation, the Servicer has the appropriate expertise in servicing the Mortgage Receivables (taking the EBA Guidelines on the STS criteria for non-ABCP securitisation into account) as (i) it holds a licence to intermediate (*bemiddelen*) in credits or a licence to offer credit (*aanbieden van krediet*) under the Wft, (ii) the directors of the Servicer have relevant professional experience in the servicing of mortgage receivables similar to the Mortgage Receivables, at a personal level, for at least 5 years, (iii) senior staff, other than the directors, who are responsible for managing the Servicer's servicing of mortgage receivables similar to the Mortgage Receivables have the relevant professional experience in the servicing of mortgage receivables of a similar nature to the Mortgage Receivables, at a personal level, for at least 5 years and (iv) Stater Nederland B.V. and HypoCasso B.V. (who, on behalf of the Servicer, carry out certain administrative activities regarding the servicing of mortgages receivables) have the relevant experience in the servicing of mortgage loans similar to the Mortgage Loans for at least 5 years (see also Section 6.3 (*Origination and Servicing*));

r) 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 (*Events of Default*), (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*)) and (iv) the Originator and the Servicer retain a manual providing clear and consistent terms detailing the remedies and actions relating to delinquency and default of mortgage loans, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies, which are set out in Section 6.3 (*Origination and Servicing*));

s) 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)*);

t) a sample selected from a portfolio of mortgage receivables, which is representative of the Mortgage Receivables that the Seller will offer for sale to the Issuer on the Signing Date, has been subject to an agreed upon procedures review conducted by an appropriate and independent third party and completed on or about 10 June 2021. The agreed upon procedures reviews included 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 95% was applied. 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 (see Section 6.1 (*Stratification Tables*)) is accurate, in accordance with article 22(2) of the Securitisation Regulation. In both reviews, there have been no significant adverse findings. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein;

u) for confirming compliance with article 22(4) of the Securitisation Regulation, the Seller confirms that it shall publish on a quarterly basis information on the environmental performance of the Mortgaged Assets to the extent such information is available in accordance with article 22(4) of the Securitisation Regulation, which shall be provided substantially in the form of the Transparency Data Tape by no later than one month after the relevant Notes Payment Date; and

v) 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, the UK 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 provided that the securitisation position described in this Prospectus continues to qualify as an STS securitisation under the Securitisation Regulation or as a UK STS Securitisation under the UK 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), each as published by the Dutch Securitisation Association on its website https://www.dutchsecuritisation.nl/documentation (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979). As a result, the Notes comply with the standard created for residential mortgage-backed securities by the Dutch Securitisation Association. This has also been recognised by the initiative established by PCS as the Domestic Market Guideline for the Netherlands in respect of this asset class.

STS Verification, LCR Assessment and CRR STS Assessment

An application has been made to the STS Verification Agent for the securitisation transaction described in this Prospectus to receive a report from the STS Verification Agent verifying compliance with the criteria stemming from article 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 the 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 or, as applicable, article 5 of the UK Securitisation Regulation.

In addition, an application has been made to the STS Verification Agent 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 STS Assessment**", respectively). There can be no assurance that the Notes will receive the LCR Assessment and/or a CRR STS 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 STS Assessment (the "**PCS Services**") are provided by Prime Collateralised Securities (PCS) EU SAS as the STS Verification Agent. No PCS Service is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under MiFID II 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). The STS Verification Agent is not an "expert" as defined in the Securities Act.

The STS Verification Agent 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 CSSF or the European Securities and Markets Authority.

By providing any PCS Service in respect of any securities the STS Verification Agent does not express any views about the creditworthiness of these securities 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 STS Assessment and STS Verification and must read the information set out in http://pcsmarket.org (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979). In the provision of any PCS Service, the STS Verification Agent has based its decision on information provided directly and indirectly by the Seller. The STS Verification Agent 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, the STS Verification Agent 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, the STS Verification Agent 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 Guidelines on the STS criteria for non-ABCP securitisation. The task of interpreting individual STS criteria rests with national competent authorities ("**NCAs**"). 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, the STS Verification Agent 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 the STS Verification Agent. 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 the STS Verification Agent 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 the STS Verification Agent in completing an STS Verification. Although the STS Verification Agent will use all reasonable endeavours to ascertain the position of any relevant NCA as to STS criteria interpretation, the STS Verification Agent 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 the STS Verification Agent 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/CRR criteria, as drafted in the CRR, are subject to a potentially wide variety of interpretations. In compiling an LCR Assessment and CRR STS Assessment, the STS Verification Agent uses its discretion to interpret the LCR/CRR criteria based on the text of the CRR, and any relevant and public interpretation by the European Banking Authority. Although the STS Verification Agent believes its interpretations reflect a reasonable approach, there can be no guarantees that any prudential authority or any court of law interpreting the LCR/CRR criteria will agree with the STS Verification Agent's interpretation. The STS Verification Agent 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 STS Assessment, the STS Verification Agent 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. The STS Verification

Agent is merely addressing the specific LCR/CRR criteria and determining whether, in the STS Verification Agent's opinion, these criteria have been met.

Therefore, no bank should rely on an LCR Assessment or a CRR STS 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. The STS Verification Agent has no obligation to monitor (nor any intention to monitor) any securitisation the subject of any PCS Service. The STS Verification Agent 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 of 1940, as amended (the Investment Company Act) and under the Volcker Rule and its related regulations may be available, the Issuer has relied on the determinations that (i) the Issuer would satisfy all of the elements of the exemption from registration under the Investment Company Act provided by Section 3(c)(5)(C) thereunder, and, accordingly, (ii) 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.

CRA Regulation and UK CRA Regulation

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by 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.

Furthermore, in general, UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the FCA on its website in accordance with the UK 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 FCA list.

The credit ratings issued by DBRS have been endorsed by DBRS Ratings Limited in accordance with the UK CRA Regulation. The credit ratings issued by Fitch have been endorsed by Fitch Ratings Limited in accordance with the UK CRA Regulation. Should any of the Credit Rating Agencies not be registered or endorsed or should such registration or endorsement be withdrawn or suspended, this may affect the price and liquidity of the Notes in the secondary market.

EMIR

EMIR may have a potential impact on the Hedging Agreements as OTC derivative contracts. EMIR establishes certain

requirements for OTC derivative contracts, including (i) mandatory clearing obligations, (ii) the mandatory exchange of initial and/or variation margin, (iii) other risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty and (iv) reporting requirements.

The Issuer is not expected to be or become subject to the margin requirements or the clearing obligation, as these only apply to certain financial counterparties (including small financial counterparties) (as defined in EMIR) and non-financial counterparties (as defined in EMIR) that (are deemed to) exceed the applicable clearing threshold (established on a group basis). Moreover, even if the Issuer would qualify as such counterparty, the margin obligation is expected to be amended to take into account the specified structure of a securitisation arrangement and the protections already provided therein. However, the possibility cannot be excluded that the Issuer may in the future, whether as a result of changes to the legislation or group activity, qualify as such a counterparty. If it does not comply with the requirements for an exemption, it will have to comply with the margin requirements or the clearing obligation. This would lead to significantly more administrative burdens, higher costs and potential complications, for instance if the Issuer will be required to enter into a replacement swap agreements or to amend the Swap Agreement, as the case may be, in order to comply with these requirements.

OTC derivative contracts that are not cleared by a CCP are subject to certain other risk-mitigation requirements. These include arrangements for timely confirmation of OTC derivative contracts, portfolio reconciliation, dispute resolution and arrangements for monitoring the value of outstanding OTC derivative contracts. Certain of these risk mitigation requirements impose obligations on the Issuer in relation to the Swap Agreement. In addition, under EMIR, any counterparty must timely report the conclusion, modification and termination of their OTC and exchange traded derivative contracts to a trade repository.

Benchmark Regulation

Amounts payable under the Notes may be calculated by reference to Euribor and the interest received on the Issuer Transaction Accounts is determined by reference to EONIA, which are provided by EMMI. Euribor and EONIA are interest rate benchmarks within the meaning of the Benchmark Regulation. As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmark Regulation.

4.5 USE OF PROCEEDS

The aggregate proceeds of the Notes to be issued on the Closing Date amount to EUR 399,650,164.00.

The aggregate proceeds of the issue of the Mortgage-Backed Notes amounts to EUR 393,142,164.00 and will be applied as follows: (a) an amount of EUR 314,880,025.75, which includes the Excess Proceeds, will be applied by the Issuer on the Closing Date to pay to the Seller the Initial Purchase Price, less the aggregate Construction Deposits, for the Mortgage Receivables purchased on the Signing Date under the Mortgage Receivables Purchase Agreement, (b) an amount of EUR 13,645,287.02, being equal to the aggregate Construction Deposits will be withheld by the Issuer from the Initial Purchase Price payable on the Closing Date and deposited in the Construction Deposit Account, (c) an amount of EUR 565,911.40, being equal to the Excess Reserved Amount, will be credited to the Issuer Collection Account and (d) an amount of EUR 64,050,939.83 (being the Pre-funded Amount) will be deposited in the Pre-funded Account on the Closing Date and will be available for the purchase of any New Mortgage Receivables on any Purchase Date during the Pre-funded Period.

The aggregate proceeds of the issue of the Class S Notes amount to EUR 6,508,000. Part of this amount, being EUR 6,208,000, will be credited to the Reserve Account and equals the Reserve Account Second Target Level and the remaining part, being EUR 300,000, will be credited to the Issuer Collection Account and consists of (i) the Construction Deposit Negative Carry Amount, (ii) the Pre-funded Account Negative Carry Amount and (iii) the Swap Negative Carry Amount.

4.6 TAXATION

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 holder of Notes, or in other jurisdictions in which the holder of Notes 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.

1. Taxation in Luxembourg

The following paragraphs provide information on certain material Luxembourg tax consequences of purchasing, owning and disposing of the Notes. It does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase or sell the Notes. It is based on the laws, regulations and administrative and judicial interpretations presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. This information does not take into account the specific circumstances of particular investors. Prospective investors should consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used in the sub-headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present Section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers only to Luxembourg tax law and/or concepts. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), an employment fund's contribution (contribution au fonds pour l'emploi) as well as personal income tax (impôt sur le revenu). Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the employment contribution invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the employment fund's contribution. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the holders of Notes
Withholding Tax
All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free of withholding tax or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein in accordance with applicable law, subject however to the application of the Luxembourg law of December 23, 2005 introducing a final withholding tax on certain interest from savings, as amended (the "**Relibi Law**").

Resident holders of Notes
Payments of interest or similar income (within the meaning of the Relibi Law) on debt instruments made or deemed to be made by a paying agent (within the meaning of the Relibi Law) established in Luxembourg to or for the benefit of a Luxembourg tax resident individual who is the beneficial owner of such payment, may be subject to a final withholding tax at a rate of 20 per cent. Such final withholding tax will be in full discharge of personal income tax if the individual beneficial owner acts in the course of the management of his/her private wealth. Responsibility for the withholding and payment of the final withholding tax lies with the Luxembourg paying agent.

An individual beneficial owner of interest or similar income (within the meaning of the Relibi Law) who is a resident of Luxembourg and acts in the course of the management of his/her private wealth may opt for a final tax levy of 20 per

cent. when he/she receives or is deemed to receive such interest or similar income from a paying agent established in another EU Member State or in a State of the EEA which is not an EU Member State. Responsibility for the declaration and the payment of the 20 per cent. final tax levy is assumed by the individual resident beneficial owner of interest.

For these purposes, the "paying agent" under the Relibi Law is the economic operator which pays interest or allocates the payment of the interest to the immediate benefit of the beneficial owner – i.e. the last person in the payment chain before the Luxembourg resident individual.

Income taxation

Holders of the Notes which/who are resident of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

Non-resident holders of Notes
Non-resident holders of Notes, not having a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Notes or income therefrom are attributable, are not subject to Luxembourg income taxes on income accrued or received, redemption premiums or issue discounts, under the Notes nor on capital gains realised on the disposal or redemption of the Notes. Non-residents holders who/which have a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Notes or income therefrom are attributable are subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any capital gains realised upon the sale or disposal of the Notes.

Resident holders of Notes

Individuals
An individual holder of Notes, acting in the course of the management of his/her private wealth, is subject to Luxembourg personal income tax in respect of interest received, redemption premiums or issue discounts under the Notes, except if a withholding tax has been levied on such payments in accordance with the Relibi Law.

Under Luxembourg domestic tax law, capital gains realised upon the sale, disposal or redemption of the Notes by an individual holder of Notes, who is a resident of Luxembourg for tax purposes and who acts in the course of the management of his/her private wealth, on the sale or disposal, in any form whatsoever, of Notes are not subject to Luxembourg personal income tax, provided this sale or disposal took place more than six months after the acquisition of the Notes. An individual holder of Notes, who acts in the course of the management of his/her private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gain corresponding to accrued but unpaid interest in respect of the Notes in his/her taxable income. Taxable capital gains are determined as being the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the tax value of the Notes sold or redeemed.

Gains realised by an individual resident holder of Notes acting in the course of the management of a professional or business undertaking and who is resident of Luxembourg for tax purposes are subject to Luxembourg income tax at the progressive ordinary rate. Also for individuals carrying on a business activity such gains should be subject to municipal business tax.

Corporations
A resident corporate holder of Notes (which is not tax exempt pursuant to a special tax regime as described below from income taxation) must include any interest accrued or received, any redemption premium or issue discount, as well as any capital gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

Special tax regime
Luxembourg tax resident corporate holders of Notes which benefit from a special tax regime, such as, (i) the Luxembourg law of December 17, 2010 on undertakings for collective investment, as amended, (ii) the Luxembourg law of February 13, 2007 on specialised investment funds, as amended, or (iii) the Luxembourg law of May 11, 2007 on family estate companies, as amended, or (iv) a company regulated by the Luxembourg law of 23 July 2016 on reserved alternative investment funds, not investing in risk capital, are exempt from income tax in Luxembourg and thus, income derived from the Notes, as well as gains realised thereon, are exempt from Luxembourg income taxes.

Net wealth taxation

An individual holder of Notes, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg net wealth tax on such Notes.

A resident corporate holder of Notes or a non-resident corporate holder of Notes that maintains a permanent establishment, permanent representative or a fixed place of business in Luxembourg to which such Notes are attributable, is subject to Luxembourg net wealth tax on such Notes, except if such holder is governed by (i) the Luxembourg law of 11 May 2007 on family estate management companies, as amended; (ii) the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended; (iii) the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; (iv) by the Luxembourg law of 22 March 2004 on securitisation, as amended; (v) by the Luxembourg law of 15 June 2004 on venture capital vehicles, as amended; (vi) or it is a professional pension institution in the form of variable capital companies (*société d'épargne-pension* à capital variable - SEPCAV) or associations (*association d'épargne-pension* - ASSEP) governed by Luxembourg law of 13 July 2005 on institutions for occupational retirement provision in the form of pension savings companies with variable capital and pension savings associations, as amended; or (vii) it is a company that is subject to the law of 23 July 2016 on reserved alternative investment funds, as amended.

However, further to the Luxembourg law of 18 December 2015 on net wealth tax aspects, as amended, (i) securitisation companies governed by the Luxembourg law of 22 March 2004, as amended; (ii) risk capital companies governed by the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended; (iii) professional pension institutions in the form of variable capital companies (*sociétés d'épargne-pension à capital variable* - SEPCAVs) or associations (*associations d'épargne-pension* - ASSEPs) governed by Luxembourg the law of 13 July 2005 on institutions for occupational retirement provision in the form of pension savings companies with variable capital and pension savings associations, as amended; and (iv) reserved alternative investment funds treated as venture capital vehicles for Luxembourg tax purposes in the terms of article 48 (1) and 57 of the Luxembourg law of 23 July 2016 on reserved alternative investment funds, should fall within the scope of the minimum net wealth tax, which may vary depending on the total amount and type of assets held. Such minimum net wealth tax may either amount to EUR 4,815 or range between EUR 535 and EUR 32,100.

Value added tax

There is no Luxembourg value added tax payable in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes or a transfer of the Notes.

Other taxes

Notes or documents relating to the Notes issuance which are deemed to be entered into in the context of securitisation transactions are not subject to registration duties in Luxembourg, provided however that such documents do not have the effect to transfer rights which must be transcribed, recorded or registered and which relate to immoveable property located in Luxembourg, or to aircraft, ships or vessels recorded on a public register in Luxembourg. In case of voluntary registration of such agreements and instruments they are subject to a fixed registration duty.

Where a holder of Notes is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed or registered in Luxembourg.

2. Taxation in the Netherlands

General

The Issuer is incorporated under the laws of the Grand Duchy of Luxembourg. The Issuer Director is expected to conduct the affairs of the Issuer in such manner that it does not become a resident of the Netherlands for tax purposes.

In the unlikely event and contrary to the Issuer's expectations, if the Issuer is or becomes a resident of the Netherlands for tax purposes, the below provides a general summary of certain material Dutch tax consequences of the acquisition, holding and disposal of the Notes. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Notes 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, it 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 discussion is for general information purposes only and is not Dutch tax advice or a complete description of all Dutch tax consequences relating to the acquisition, holding and disposal of the Notes. Holders or prospective holders of Notes should consult their own tax advisors regarding the Dutch tax consequences relating to the acquisition, holding and disposal of the Notes in light of their particular circumstances.

Please note that with the exception of the Section on withholding tax below, the summary does not describe the Dutch tax consequences for:

i. holders of Notes if such holders, and in the case of individuals, such holder's partner or certain of its 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;

ii. pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) (as defined in the Dutch Corporate Income Tax Act 1969; *Wet op de vennootschapsbelasting 1969*) and other entities that are, in whole or in part, not subject to or exempt from Dutch corporate income tax; and

iii. holders of Notes who are individuals for whom the Notes or any benefit derived from the Notes are a remuneration or deemed to be a remuneration for activities performed by such holders or certain individuals related to such holder (as defined in the Dutch Income Tax Act 2001).

Withholding tax

Non-related holders of Notes
All payments made by the Issuer under the Notes to holders of Notes other than holders that are *related entities* (within the meaning of the Dutch Withholding Tax Act 2021; *Wet bronbelasting 2021*) (see below) in respect of the Issuer 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.

Entities related to the Issuer
Payments made by the Issuer under the Notes to holders of Notes that are related entities (within the meaning of the Dutch Withholding Tax Act 2021) (see below) in respect of the Issuer may become subject to Dutch withholding tax at a rate of 25% in 2021, if such related entity:

(i) is considered to be resident (gevestigd) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*) (a "**Listed**

Jurisdiction"); or

(ii) has a permanent establishment located in a Listed Jurisdiction to which the interest payment is attributable; or

(iii) is entitled to the interest payment for the main purpose or one of the main purposes to avoid taxation for another person; or

(iv) is a hybrid entity (a hybrid mismatch), or

(v) is not resident in any jurisdiction,

all within the meaning of the Dutch Withholding Tax Act 2021.

Listed Jurisdiction

For the fiscal year 2021, the following 23 jurisdictions are Listed Jurisdictions: American Samoa, Anguilla, Bahamas, Bahrain, Barbados, Bermuda, the British Virgin Islands, the Cayman Islands, Fiji, Guam, Guernsey, Isle of Man, Jersey, Palau, Panama, Samoa, Seychelles, Trinidad and Tobago, Turkmenistan, Turks and Caicos Islands, Vanuatu, the United Arab Emirates and the U.S. Virgin Islands.

Related entity

For purposes of the Dutch Withholding Tax Act 2021, an entity is considered a related entity if:

(i) such entity 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.

The term "**Qualifying Interest**" means a directly or indirectly held interest – either individually or jointly as part of a collaborating group (*samenwerkende groep*) – that confers a definite influence over the entity's decisions and allows the holder of such interest to determine its activities (within the meaning of case law of the European Court of Justice on the freedom of establishment (*vrijheid van vestiging*)).

Taxes on income and capital gains

Dutch Resident Entities

Generally speaking, if the holder of Notes is an entity that is a resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes (a "**Dutch Resident Entity**"), any payment under the Notes or any gain or loss realized on the disposal or deemed disposal of the Notes is subject to Dutch corporate income tax at a rate of 15 per cent. with respect to taxable profits up to EUR 245,000 and 25 per cent. with respect to taxable profits in excess of that amount (tax rates and brackets as applicable for 2021).

Dutch Resident Individuals

If a holder of Notes is an individual, resident or deemed to be resident of the Netherlands for Dutch income tax purposes (a "**Dutch Resident Individual**"), any payment under the Notes or any gain or loss realized on the disposal or deemed disposal of the Notes is taxable at the progressive income tax rates (with a maximum of generally 49.50 per cent. in 2021), if:

i. the Notes are attributable to an enterprise from which the holder of Notes derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise without being a shareholder (as defined in the Dutch Income Tax Act 2001); or

ii. the holder of Notes is considered to perform activities with respect to the Notes that go beyond ordinary asset management (*normaal, actief vermogensbeheer*) or derives benefits from the Notes that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

Income from savings and investments. If the above-mentioned conditions i. and ii. do not apply to the individual holder of Notes, such holder will be taxed annually on a deemed, variable return (with a maximum of 5.69 per cent. in 2021) on such holder's net investment assets for the year (*rendementsgrondslag*) at an income tax rate of 31 per cent.

The net investment assets for the year are the fair market value of the investment assets less the allowable liabilities on 1 January of the relevant calendar year. The Notes are included as investment assets. A tax free allowance may

be available. Actual income, gains or losses in respect of the Notes are as such not subject to Netherlands income tax.

For the net investment assets on 1 January 2021, the deemed return ranges from 1.90 per cent. up to 5.69 per cent. (depending on the aggregate amount of the net investments assets of the individual on 1 January 2021). The deemed return will be adjusted annually on the basis of historic market yields.

Non-residents of the Netherlands
A holder of Notes that is neither a Dutch Resident Entity nor a Dutch Resident Individual 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 and the Dutch Corporate Income Tax Act 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 and does not derive benefits from the Notes that are taxable as benefits from other activities in the Netherlands.

Gift and inheritance taxes

Residents of the Netherlands
Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of the Notes by way of a gift by, or on the death of, a holder of such Notes who is resident or deemed to be resident of the Netherlands at the time of the gift or such holder's death.

Non-residents of the Netherlands
No Dutch gift or inheritance taxes will arise on the transfer of Notes by way of gift by, or on the death of, a holder of Notes who is neither resident nor deemed to be resident of the Netherlands, unless:

i. 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 of the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident of the Netherlands; or

ii. in the case of a gift of a Note made under a condition precedent, the holder of the Notes is resident or is deemed to be resident of the Netherlands at the time the condition is fulfilled; 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 of the Netherlands if such person has been resident in the Netherlands at any time during the ten years preceding the date of the gift or such holder'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 months preceding the date of the gift. Applicable tax treaties may override deemed residency.

Value added tax (VAT)

No Dutch VAT will be payable by a holder of the 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.

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 the 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

In the Parallel Debt Agreement the Issuer will irrevocably and unconditionally undertake to pay to the Security Trustee an amount equal to the aggregate amount due (*verschuldigd*) by the Issuer (i) as fees, costs, expenses or other remuneration to the Directors and the Service Provider under the Management Agreements, (ii) as fees and expenses to the Servicer or, on behalf of the Servicer, to the Sub-servicers under the relevant Sub-Servicing Letter and any remaining amount due and payable, if any, to the Servicer under the Servicing Agreement, (iii) as fees and expenses to the Issuer Administrator under the Administration Agreement, (iv) as fees and expenses to the Domiciliation Agent under the Domiciliation Agreement, (v) as fees and expenses to the Paying Agent and the Reference Agent under the Paying Agency Agreement, (vi) to the Swap Counterparty under the Hedging Agreements, (vii) as fees and expenses to the Issuer Account Bank and the Issuer Account Agent under the Issuer Account Agreement, (viii) to the Noteholders under the Notes, (ix) to the Seller under the Mortgage Receivables Purchase Agreement, (x) to the Collection Foundation under the Receivables Proceeds Distribution Agreement and (xi) to any other party designated by the Security Trustee as a Secured Creditor under or in connection with the Transaction Documents (payment obligations referred to in items (i) through (xi) together the "**Parallel Debt**" and the parties referred therein 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 among the Secured Creditors in accordance with, until the delivery of an Enforcement Notice, the Revenue Priority of Payments and the Redemption Priority of Payments and, after the delivery of an Enforcement Notice, the Post-Enforcement Priority of Payments. After the delivery of an Enforcement Notice, the amounts due to the Secured Creditors will, broadly, be equal to amounts recovered (*verhaald*) by the Security Trustee on the Mortgage Receivables and other assets pledged to the Security Trustee under the Issuer Mortgage Receivables Pledge Agreement, any Deed of Assignment and Pledge, the Issuer Rights Pledge, the Issuer Account Pledge Agreement and the Collection Foundation Accounts Pledge Agreement.

The Issuer will vest a right of pledge in favour of the Security Trustee on the Mortgage Receivables on the Closing Date pursuant to the Issuer Mortgage Receivables Pledge Agreement and the initial Deed of Assignment and Pledge, governed by Dutch law, and undertakes to grant a first ranking right of pledge on the relevant New Mortgage Receivables and the Further Advance Receivables on the Purchase Date on which they are acquired pursuant to each subsequent Deed of Assignment and Pledge which, together with the other Security, will secure the payment obligations of the Issuer to the Security Trustee under the Parallel Debt Agreement and any other Transaction Documents. The pledge on the Mortgage Receivables will not be notified to the Borrowers, except upon the occurrence of certain notification events which are similar to the Assignment Notification Events but relating to the Issuer, including the delivery of an Enforcement Notice by the Security Trustee (the "**Pledge Notification Events**"), provided that also an Assignment Notification Event has occurred. Prior to notification of the pledge to the Borrowers, the pledge will be a "silent" right of pledge (*stil pandrecht*) within the meaning of article 3:239 of the Dutch Civil Code.

From the occurrence of a Pledge Notification Event and, in respect of the Mortgage Receivables, subject to the occurrence of an Assignment Notification Event and, consequently notification to the Borrowers and withdrawal of the power to collect, the Security Trustee will collect (*innen*) all amounts due to the Issuer and the Seller whether by the Borrowers or any other parties to the Transaction Documents. Pursuant to the Trust Agreement, the Security Trustee will, until the delivery of an Enforcement Notice for the sole purpose of enabling the Issuer to make payments in accordance with the relevant Priority of Payments, pay or procure the payment of certain amounts to the Issuer, whilst for that sole purpose terminating (*opzeggen*) its right of pledge.

In addition, a right of pledge will be vested by the Issuer in favour of the Security Trustee on the Signing Date pursuant to the Issuer Rights Pledge Agreement, governed by Dutch law, over all rights of the Issuer under or in connection with (i) the Mortgage Receivables Purchase Agreement, (ii) the Servicing Agreement, (iii) the Administration Agreement, (iv) the Receivables Proceeds Distribution Agreement and (v) the Hedging Agreements. The Issuer Rights include all rights ancillary thereto. The rights of pledge pursuant to the Issuer Rights Pledge Agreement will be notified to the relevant obligors and will, therefore, be a disclosed right of pledge (*openbaar pandrecht*), 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.

In addition, a right of pledge will be vested by the Issuer in favour of the Security Trustee on the Signing Date pursuant to the Issuer Account Pledge Agreement, governed by Luxembourg law, over all rights of the Issuer under or in connection with Issuer Accounts. The right of pledge created under the Issuer Account Pledge Agreement will be notified to the Issuer Account Bank in order for them to be accepted by the Issuer Account Bank and to obtain from the Issuer Account Bank a waiver of any pre-existing security interests and other rights in respect of the relevant accounts it may have. Following the occurrence of any of the Pledge Notification Events, the Issuer shall no longer be entitled to operate the relevant accounts and the Security Trustee will be granted a power to enforce the right of pledge over the accounts, in accordance with the terms of the Issuer Account Pledge Agreement.

The rights of pledge created in or pursuant to the Issuer Mortgage Receivables Pledge Agreement, the Issuer Rights Pledge Agreement and the Issuer Account Pledge Agreement 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.

Pursuant to the Collection Foundation Accounts Pledge Agreement, the Collection Foundation shall grant a first ranking right of pledge on the balance standing to the credit of the Collection Foundation Accounts in favour of the Security Trustee and the Previous Transaction Security Trustees jointly as security for any and all liabilities of the Collection Foundation to the Security Trustee and the Previous Transaction Security Trustees and a second ranking right of pledge in favour of, *inter alia*, the Issuer and the Previous Transaction SPVs jointly as security for any and all liabilities of the Collection Foundation to the Issuer and the Previous Transaction SPVs, both under the condition that future issuers (and any security trustees or agents) in securitisation transactions, covered bonds transactions, warehouse transactions, whole loan funding transactions and future vehicles in conduit transactions or similar transactions (and any security trustees or agents relating thereto) of or by the Originator and/or the Seller or group companies thereof will also have the benefit of such right of pledge. Such rights of pledge are governed by Dutch law and have been notified to the Collection Foundation Accounts Provider.

Under the Collection Foundation Accounts Pledge Agreement, each Previous Transaction Security Trustee and the Security Trustee have a certain *pari passu* ranking undivided interest, or "share" (*aandeel*) in the jointly-held pledge, entitling it to part of the foreclosure proceeds of the pledge over the Collection Foundation Accounts. As a consequence, the rules applicable to joint-estate (*gemeenschap*) apply to the jointly-held right of pledge. The share of the Security Trustee will be determined on the basis of the amounts in the Collection Foundation Accounts relating to the relevant Mortgage Receivables owned by the Issuer. Article 3:166 of the Dutch Civil Code provides that co-owners will have equal shares, unless a different arrangement follows from their legal relationship. The co-pledgees have agreed that each pledgee's share within the meaning of article 3:166 of the Dutch Civil Code (*aandeel*) in respect of the balances of the Collection Foundation Accounts from time to time is equal to their entitlement in respect of the amounts standing to the credit of the Collection Foundation Accounts which relate to the funds transferred under the mortgage receivables owned and/or pledged to them, from time to time. In case of foreclosure of the jointly-held right of pledge on the Collection Foundation Accounts (i.e. if the Collection Foundation defaults in forwarding or transferring the amounts received by it, as agreed), the proceeds will be divided according to each Previous Transaction Security Trustee's and the Security Trustee's share. It is uncertain whether this sharing arrangement constitutes a sharing arrangement within the meaning of article 3:166 of the Dutch Civil Code and thus whether it is enforceable in the event of bankruptcy or suspension of payments of one of the pledgees. The same applies, *mutatis mutandis, to* the pledge for the Issuer and the Previous Transaction SPVs.

In this respect it has been agreed that in case of a breach by a party of its obligations under the abovementioned agreements or if such agreement is dissolved, void, nullified or ineffective for any reason in respect of one of the parties, such defaulting party shall compensate the other parties forthwith for any and all loss, costs, claim, damage and expense whatsoever which such party incurs as a result hereof.

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, the Class C Noteholders, the Class D Noteholders and the Class S Noteholders, but (i) payments of principal and interest on the Class B Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes, (ii) payments of principal and interest on the Class C Notes are subordinated to, *inter alia*, payments of principal and interest on the Class A Notes and the Class B Notes, (iii) payments of principal on the Class D Notes are subordinated to, *inter alia*, payments of principal and, ultimately, interest on the Class A Notes, the Class B Notes, the Class C Notes, (iv) payments of principal on the Class S Notes

are subject to the Class S Redemption Condition being met and are subordinated to, inter alia, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes and, ultimately, payments of principal on the Class D Notes and (v) payments of the Class S Revenue Amount are subordinated to, *inter alia*, payments of principal (in the case of any shortfall reflected on the Principal Deficiency Ledger) and interest on the Class A Notes, the Class B Notes and the Class C Notes, payments of principal on the Class D Notes and, ultimately, payments of principal on the Class S Notes (see further Section 5 (*Credit Structure*)).

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.

The Luxembourg Collateral Law

All security rights granted in the form of a pledge over monetary claims qualify as financial collateral arrangements under the Luxembourg law on financial collateral arrangements dated August 5, 2005, as amended (the "**Luxembourg Collateral Law**") and the Luxembourg Collateral Law governs the creation, validity, perfection and enforcement of the Issuer Account Pledge Agreement.

Under the Luxembourg Collateral Law, the perfection of security interests depends on certain registration, notification and acceptance requirements. A bank account pledge agreement must be notified to and accepted by the account bank. In addition, the account bank has to waive any pre-existing security interests and other rights in respect of the relevant account. If (future) bank accounts are pledged, the perfection of such pledge will require additional notification to, acceptance and waiver by the account bank. Until such registrations, notifications and acceptances occur, the Issuer Account Pledge Agreement will not be effective and perfected against, the Issuer Account Bank and other third parties. In respect of the Issuer Account Pledge Agreement, the Issuer Account Bank will be notified of the creation of the Issuer Account Pledge Agreement and the Issuer Account Bank will accept the security interest created thereby and will waive any pre-existing security interests and other rights in respect of the Issuer Accounts.

Article 11 of the Luxembourg Collateral Law sets out enforcement remedies available upon the occurrence of an enforcement event, including, but not limited to:

- direct appropriation of the pledged assets at (i) a value determined in accordance with a valuation method agreed upon by the parties or (ii) the listing price of the pledged assets, if any;
- sale of the pledged assets (i) in a private transaction at commercially reasonable terms (*conditions commerciales normales*), (ii) by a public sale at the stock exchange, or (iii) by way of a public auction;
- court allocation of the pledged assets to the pledgee in discharge of the secured obligations following a valuation made by a court-appointed expert; or
- set-off between the secured obligations and the pledged assets.

As the Luxembourg Collateral Law does not provide for any specific time periods and depending on (i) the type of assets (either cash or securities), (ii) the method chosen, (iii) the valuation of the pledged assets, (iv) any possible recourses, and (v) the possible need to involve third parties, such as, e.g., courts, stock exchanges and appraisers, the enforcement of the security interests might be substantially delayed.

Under article 20 of the Luxembourg Collateral Law, all collateral arrangements in respect of assets over which Luxembourg security rights have been granted, as well as all enforcement measures and valuation and enforcement measures agreed upon by the parties in accordance with the Luxembourg Collateral Law, are valid and enforceable against third parties, insolvency receivers, liquidators and other similar persons notwithstanding the insolvency proceedings and even if entered into during the hardening period (*période suspecte*) (in all cases except in case of fraud).

Hardening Periods and Fraudulent Transfer

Generally, payments made, as well as other transactions (listed in the relevant sections of the Luxembourg Commercial Code) concluded or performed, during the hardening period (*période suspecte*) which is fixed by the Commercial Court and dates back not more than six months from the date on which the Commercial Court formally adjudicates a person

bankrupt, and, as for specific payments and transactions, during an additional period of ten days before the commencement of such period, are subject to cancellation by the Commercial Court upon proceedings instituted by the Luxembourg bankruptcy receiver. In particular:

- article 445 of the Luxembourg Commercial Code sets out that specific transactions entered into during the hardening period and an additional period of ten days preceding the hardening period fixed by the Commercial Court are null and void (including the disposals by a Luxembourg obligor of movable and immovable assets without consideration or with inadequate consideration; payments whether in cash or by way of assignment, sale, set-off or by any other means for non-matured debts; payments that have not been in cash or by way of negotiable and non-negotiable papers for matured debts and the granting of security interests for antecedent debts); provided that article 445 does not apply for financial collateral arrangements and set-off arrangements subject to the Luxembourg Collateral Law, such as Luxembourg law pledges over shares, accounts or receivables;

- article 446 of the Luxembourg Commercial Code provides that the bankruptcy receiver may challenge and initiate nullity actions in the following events: (i) payments made for matured debts (*dettes échues*); and (ii) other transactions realized during the hardening period, if the contracting party had knowledge of the cessation of payments; provided that article 446 does not apply for financial collateral arrangements and set-off arrangements subject to the Luxembourg Collateral Law, such as Luxembourg law pledges over shares, accounts or receivables; and

- regardless of the hardening period, article 448 of the Luxembourg Commercial Code and article 1167 of the Luxembourg Civil Code (*actio pauliana*) give the court-appointed bankruptcy receiver or the creditor the right to challenge any fraudulent payments and transactions made prior to the bankruptcy, without limitation of time.

The Luxembourg Collateral Law provides that with the exception of the provisions of the Luxembourg law of 8 January 2013 on the over-extension of debt (*surendettement*) (which only apply to natural persons), the provisions of Book III, Title XVII of the Luxembourg Civil Code, the provisions of Book 1, Title VIII of the Luxembourg Commercial Code, the provisions of Book III of the Luxembourg Commercial Code and the national or foreign provisions governing reorganization measures, winding-up proceedings or other similar proceedings and attachments are not applicable to financial collateral arrangements (such as Luxembourg pledges over shares or bank accounts or receivables) and shall not constitute an obstacle to the enforcement and to the performance by the parties of their obligations. Certain preferred creditors of a Luxembourg obligor (including the Luxembourg tax, social security and other authorities) may have a privilege that ranks senior to the rights of the secured or unsecured creditors.

Foreign Security Rights in Luxembourg

According to the Luxembourg Collateral Law, foreign law security interests over claims or financial instruments granted by a Luxembourg obligor will be valid and enforceable as a matter of Luxembourg law notwithstanding any Luxembourg Insolvency Proceedings (as defined in Section 2 (*Risk Factors - Insolvency risk of the Seller*)), if such foreign law security interests are similar in nature to Luxembourg security interests falling within the scope of the Luxembourg Collateral Law, where the collateral giver is located in Luxembourg. In such situation, Luxembourg hardening period rules are not applied.

A competent Luxembourg court will give effect to a foreign security right if such security right fits in the closed system of Luxembourg security rights (*sûretés*) and preferential liens (*privilèges*) and does not constitute a security or security concept unknown under Luxembourg law. A secured creditor will not be entitled to assert more rights or remedies in Luxembourg than are available (i) to it under the foreign security right and (ii) to a holder of a Luxembourg security right that, by its legal nature, is similar to the foreign security right. The Issuer has been advised that there is no Luxembourg court precedent in this context and it may be uncertain how a Luxembourg court would treat a foreign security interest or right in rem in each particular case if it materially differs from any security right available under Luxembourg law.

Notwithstanding the above, a competent Luxembourg court will give effect to the pledges governed by Dutch law where such pledges cover assets located in a Member State (other than Luxembourg) of the European Union party to the Recast Insolvency Regulation, even if the foreign rights in rem (for purposes of the Recast Insolvency Regulation) over these assets grant more extensive rights to a secured creditor than internal Luxembourg law, unless these assets have

been moved to Luxembourg prior to the opening of Luxembourg insolvency proceedings.

Finally, under Luxembourg law, certain creditors of an insolvent party have rights to preferred payments arising by operation of law, some of which may, under certain circumstances, supersede the rights to payment of secured or unsecured creditors, and most of which are undisclosed preferences (*privilèges occultes*). This includes, in particular, the rights relating to fees and costs of the insolvency official as well as any legal costs, the rights of employees to certain amounts of salary, and the rights of the Treasury and certain assimilated parties (namely social security bodies), which preferences may extend to all or part of the assets of the insolvent party. This general privilege takes in principle precedence over the privilege of a pledgee in respect of pledged assets. Finally, the appointment of a foreign security agent will be recognised under Luxembourg law, (i) to the extent that the designation is valid under the law governing such appointment and (ii) subject to possible restrictions. Generally, according to paragraph 2(4) of the Luxembourg Collateral Law, a security (financial collateral) may be provided in favour of a person acting on behalf of the collateral taker, a fiduciary or a trustee in order to secure the claims of third party beneficiaries, whether present or future, provided that these third party beneficiaries are determined or may be determined. Without prejudice to their obligations *vis-à-vis* third party beneficiaries of the security, persons acting on behalf of beneficiaries of the security, the fiduciary or the trustee benefit from the same rights as those of the direct beneficiaries of the security aimed at by such law.

4.8 CREDIT RATINGS

DBRS Credit Rating Definitions

The following text is an extract from "DBRS Rating Policies, Rating Scales: Long-term Obligations Scale".

Description DBRS Credit Rating
The DBRS® long-term rating scale provides an opinion on the risk of default. That is, the risk that an issuer will fail to satisfy its financial obligations in accordance with the terms under which an obligations has been issued. Ratings are based on quantitative and qualitative considerations relevant to the issuer, and the relative ranking of claims. All rating categories other than AAA and D also contain subcategories "(high)" and "(low)". The absence of either a "(high)" or "(low)" designation indicates the rating is in the middle of the category.

AAA
Highest credit quality. The capacity for the payment of financial obligations is exceptionally high and unlikely to be adversely affected by future events.

AA
Superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from AAA only to a small degree. Unlikely to be significantly vulnerable to future events.

A
Good credit quality. The capacity for the payment of financial obligations is substantial, but of lesser credit quality than AA. May be vulnerable to future events, but qualifying negative factors are considered manageable.

BBB
Adequate credit quality. The capacity for the payment of financial obligations is considered acceptable. May be vulnerable to future events.

BB
Speculative, non-investment grade credit quality. The capacity for the payment of financial obligations is uncertain. Vulnerable to future events.

B
Highly speculative credit quality. There is a high level of uncertainty as to the capacity to meet financial obligations.

CCC/CC/C
Very highly speculative credit quality. In danger of defaulting on financial obligations. There is little difference between these three categories, although CC and C ratings are normally applied to obligations that are seen as highly likely to default, or subordinated to obligations rated in the CCC to B range. Obligations in respect of which default has not technically taken place but is considered inevitable may be rated in the C category.

D
When the issuer has filed under any applicable bankruptcy, insolvency or winding up statute or there is a failure to satisfy an obligation after the exhaustion of grace periods, a downgrade to D may occur. DBRS may also use SD (Selective Default) in cases where only some securities are impacted, such as the case of a “distressed exchange”. See Default Definition for more information.

Fitch Credit Rating Definitions

The following text is an extract from FitchRating, Rating Definitions as published by Fitch.

Description Fitch Credit Rating
Ratings of structured finance obligations on the long-term scale consider the obligations' relative vulnerability to default. These ratings are typically assigned to an individual security or tranche in a transaction and not to an issuer.

AAA: Highest Credit Quality
'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.

AA: Very High Credit Quality
'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

A: High Credit Quality
'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

BBB: Good Credit Quality
'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity.

BB: Speculative
'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.

B: Highly Speculative
'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.

CCC: Substantial Credit Risk
Default is a real possibility.

CC: Very High Levels of Credit Risk
Default of some kind appears probable.

C: Exceptionally High Levels of Credit Risk
Default appears imminent or inevitable.

D: Default
Indicates a default. Default generally is defined as one of the following:
Failure to make payment of principal and/or interest under the contractual terms of the rated obligation;
bankruptcy filings, administration, receivership, liquidation or other winding-up or cessation of the business of an issuer/obligor; or
distressed exchange of an obligation, where creditors were offered securities with diminished structural or economic terms compared with the existing obligation to avoid a probable payment default.

Structured Finance Defaults
Imminent default, categorized under 'C', typically refers to the occasion where a payment default has been intimated by the issuer and is all but inevitable. This may, for example, be where an issuer has missed a scheduled payment but (as is typical) has a grace period during which it may cure the payment default. Another alternative would be where an issuer

has formally announced a distressed debt exchange, but the date of the exchange still lies several days or weeks in the immediate future.

Additionally, in structured finance transactions, where analysis indicates that an instrument is irrevocably impaired such that it is not expected to pay interest and/or principal in full in accordance with the terms of the obligation's documentation during the life of the transaction, but where no payment default in accordance with the terms of the documentation is imminent, the obligation will typically be rated in the 'C' category.

Structured Finance Write-downs
Where an instrument has experienced an involuntary and, in the agency's opinion, irreversible write-down of principal (i.e. other than through amortization, and resulting in a loss to the investor), a credit rating of 'D' will be assigned to the instrument. Where the agency believes the write-down may prove to be temporary (and the loss may be written up again in future if and when performance improves), then a credit rating of 'C' will typically be assigned. Should the write-down then later be reversed, the credit rating will be raised to an appropriate level for that instrument. Should the write-down later be deemed as irreversible, the credit rating will be lowered to 'D'.

Notes:
In the case of structured finance, while the ratings do not address the loss severity given default of the rated liability, loss severity assumptions on the underlying assets are nonetheless typically included as part of the analysis. Loss severity assumptions are used to derive pool cash flows available to service the rated liability.

The suffix 'sf' denotes an issue that is a structured finance transaction.

Enhanced Equipment Trust Certificates (EETCs) are corporate-structured hybrid debt securities that airlines typically use to finance aircraft equipment. Due to the hybrid characteristics of these bonds, Fitch's rating approach incorporates elements of both the structured finance and corporate rating methodologies. Although rated as asset-backed securities, unlike other structured finance ratings, EETC ratings involve a measure of recovery given default akin to ratings of financial obligations in corporate finance, as described above.

Probability of Claim Ratings
Rather than expressing an opinion regarding the likelihood of default on the repayment of financial obligations, probability of claim ratings address the likelihood of a claim being made by a protection buyer under an unfunded credit default swap (CDS). Analysis involves assessing stressed loss expectations associated with a particular rating level, which allows a rating opinion to be assigned to the CDS based on its loss coverage attachment points.

The rating also addresses the likelihood of the swap premium being paid in respect of the period for which credit protection is provided. Ratings are assigned using the long-term rating scale to reflect the relative vulnerability of the CDS to a claim being made and the swap premium not being paid following the default of the protection buyer.

A probability of claim rating expresses an opinion exclusively on the probability of a claim being made and the likelihood of the swap premium being paid. In particular, it does not represent a counterparty rating on the CDS provider, or their financial capacity to meet a claim in the event that one is made.

Probability of claim ratings are assigned on the Structured Finance rating scale, except that rating category definitions relate to 'probability of claim risk' rather than 'default risk'. Text regarding 'capacity for payment of financial commitments' in rating category definitions does not apply in the case of probability of claim ratings.

For further information regarding Probability of Claim Ratings, please refer to the report "*Global Structured Finance Rating Criteria*".

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 or to be received or held by the Issuer in respect of the immediately preceding Notes Calculation Period or on the immediately succeeding Notes Payment Date (excluding, for the avoidance of doubt, any Tax Credit and any Swap Replacement Premium) (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 and, for the avoidance of doubt, net of the interest accrued on the Construction Deposit;

(ii) as interest accrued and received on the Issuer Transaction Accounts and as revenue on any Eligible Investments made by the Issuer;

(iii) as Prepayment Penalties under the Mortgage Receivables;

(iv) as Net Foreclosure Proceeds on any Mortgage Receivables, to the extent such amounts do not relate to principal;

(v) as amounts from the Swap Counterparty under the Hedging Agreements, excluding any Swap Collateral (for the avoidance of doubt, unless such collateral is available for inclusion in the Available Revenue Funds in accordance with the Trust Agreement in connection with the termination of the Swap Agreement) and excluding any Swap Replacement Premium by a replacement swap counterparty which is to be applied towards a termination payment in accordance with the Trust Agreement;

(vi) 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;

(vii) as amounts received in connection with (a) a sale of Mortgage Receivables pursuant to the Trust Agreement to the extent such amounts do not relate to principal and (b) the exercise of a Remarketing Call Option, to the extent such amounts are not to be applied in accordance with the Redemption Priority of Payments, as calculated at the date of such exercise;

(viii) as 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 interest, principal or otherwise, following completion of foreclosure on the Mortgage and other collateral securing the Mortgage Receivable (the "**Post-Foreclosure Proceeds**");

(ix) as amounts to be drawn from the Reserve Account and, in respect of any Negative Carry Amount, from the Issuer Collection Account each in accordance with the Trust Agreement and the Administration Agreement;

(x) an amount equal to the Revenue Shortfall Amount on the immediately succeeding Notes Payment Date;

(xi) as amounts to be drawn from the Issuer Collection Account with a corresponding debit to the Revenue Reconciliation Ledger on the immediately succeeding Notes Payment Date; and

(xii) any amounts standing to the credit of the Issuer Collection Account, after all amounts of interest and principal due in respect of the Mortgage-Backed Notes have been paid in full;

less:

(xiii) any amount of the Available Revenue Funds to be credited to the Revenue Reconciliation Ledger on the immediately succeeding Notes Payment Date;

will be applied in accordance with the Revenue Priority of Payments.

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 or held by the Issuer in respect of the immediately preceding Notes Calculation Period or on the immediately succeeding Notes Payment Date (items under (i) up to and including (viii) less items (ix), (x) and (xi), hereinafter being referred to as the "**Available Principal Funds**"):

(i) as amounts received in connection with a repayment or prepayment in part or in full of principal under the Mortgage Receivables;

(ii) as Net Foreclosure Proceeds on any Mortgage Receivable, to the extent such amounts relate to principal;

(iii) 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;

(iv) as amounts received in connection with (a) a sale of Mortgage Receivables pursuant to the Trust Agreement to the extent such amounts relate to principal and (b) the exercise of a Remarketing Call Option, to the extent such amounts are to be applied in accordance with the Redemption Priority of Payments, to be calculated at the date of such exercise;

(v) as amounts to be credited to the Principal Deficiency Ledger on the immediately succeeding Notes Payment Date in accordance with the Administration Agreement;

(vi) as amounts received on the Issuer Collection Account on the preceding Mortgage Collection Payment Date from the credit balance of the Construction Deposit Account in accordance with the Mortgage Receivables Purchase Agreement;

(vii) (a) as any amounts to be drawn from the Issuer Collection Account with a corresponding debit to the Principal Reconciliation Ledger on the immediately succeeding Notes Payment Date and (b) in respect of the first Notes Payment Date, if the Pre-funded Amount is less than EUR 1,000,000 on such Notes Payment Date, the Pre-funded Amount; and

(viii) any amounts available for payment towards satisfaction of the Redemption Priority of Payments pursuant to item (r) of the Revenue Priority of Payments;

less:

(ix) any amount equal to the Revenue Shortfall Amount on the immediately succeeding Notes Payment Date;

(x) any amount to be credited to the Principal Reconciliation Ledger on the immediately succeeding Notes Payment Date; and

(xi) until (but excluding) the earlier of (a) the First Optional Redemption Date and (b) the date on which the Seller informs the Issuer that no additional Further Advance Receivables will be available for sale and assignment to the Issuer, any amounts paid or to be paid in or towards satisfaction of the Initial Purchase Price for the Further Advance Receivables purchased during the previous Notes Calculation Period (other than on the previous Notes Payment Date falling in such Notes Calculation Period) or on the relevant Notes Payment Date,

will be applied in accordance with the Redemption Priority of Payments.

Cash Collection Arrangements
Payments by the Borrowers of interest and scheduled principal under the Mortgage Loans are due on the first calendar day of each month (or the next Business Day if such day is not a Business Day), interest being payable in arrear. All payments made by Borrowers must be paid into the Relevant Collection Foundation Account maintained by the Collection Foundation with the Collection Foundation Accounts Provider. The Relevant Collection Foundation Account is also used for the collection of moneys paid in respect of mortgage loans other than the Mortgage Loans and in respect of other moneys to which the Seller and the Originator are entitled *vis-à-vis* the Collection Foundation.

If at any time the unsecured, unsubordinated and unguaranteed debt obligations of the Collection Foundation Accounts Provider are assigned a rating below the Required Ratings, Intertrust Administrative Services B.V., on behalf of the Collection Foundation, will as soon as reasonably possible, but within no longer than 30 days, (i) ensure that payments to be made by the Collection Foundation Accounts Provider in respect of amounts received on the Relevant Collection Foundation Account relating to the Mortgage Receivables will be fully guaranteed pursuant to an unconditional and irrevocable guarantee from an eligible party or transfer the Relevant Collection Foundation Account together with the other Collection Foundation Accounts to a new account provider, provided that the unsecured, unsubordinated and unguaranteed debt obligations of such guarantor or new account provider are assigned at least the Required Ratings or (ii) implement any other actions, in order to maintain, or, as applicable, restore, the credit ratings of the Rated Notes.

In the event of a transfer to an alternative bank as referred to under (i) above, the Collection Foundation shall enter into a pledge agreement – and create a right of pledge over such bank account in favour of, *inter alia*, the Issuer and the Security Trustee separately – upon terms substantially the same as the Collection Foundation Accounts Pledge Agreement.

Intertrust Administrative Services B.V. or, if Intertrust Administrative Services B.V. fails to reimburse the Collection Foundation or pay on behalf of the Collection Foundation any costs in connection with any of the actions under (i) or (ii), ABN AMRO Bank N.V. as Collection Foundation Accounts Provider, shall pay any costs incurred by the Collection Foundation as a result of the action described under (i) or (ii) above, only if such action is a consequence of a downgrade of its rating below the Required Ratings (as defined in the Receivables Proceeds Distribution Agreement).

Each of the Collection Foundation, the Originator and the Seller have undertaken with the Issuer that, on or prior to each Mortgage Collection Payment Date, all amounts of principal, interest, Prepayment Penalties and interest penalties in respect of the Mortgage Receivables received by the Collection Foundation on the Relevant Collection Foundation Account during the immediately preceding Mortgage Calculation Period Account in respect of the Mortgage Receivables will be transferred to the Issuer Collection Account.

Eligible Investments
The Issuer may, at its option, invest (i) the balance standing to the credit of the Pre-funded Account, (ii) the balance standing to the credit of the Reserve Account and (iii) the balance standing to the credit of the Issuer Collection Account, provided that such balance exceeds (a) during the first Notes Calculation Period, 0.75 per cent. of the Principal Amount Outstanding of the Mortgage-Backed Notes on the Closing Date or (b) during any Notes Calculation Period thereafter, 0.75 per cent. of the Principal Outstanding Amount of the Mortgage-Backed Notes at close of business (for the avoidance of doubt, after application by the Issuer of the Available Revenue Funds and the Available Principal Funds) on the immediately preceding Notes Payment Date, into (A) euro denominated investments, with a maturity not beyond the immediately succeeding Notes Payment Date having been assigned the Eligible Investment Minimum Ratings or (B) in other euro denominated securities that meet the then current criteria of the Credit Rating Agencies, provided that such securities do not qualify as equity securities and that such investments at all times comply with article 77a of Guideline (EU) 2015/510 of the European Central Bank as lastly amended on 5 August 2019 (such investments are not investments which are in whole or in part, actually or potentially, tranches of other asset backed securities, credit linked notes, swaps or other derivative instruments, synthetic securities or similar claims) (the "**Eligible Investments**").

The "**Eligible Investments Minimum Ratings**" means (A) in respect of securities, (i) a rating of (a) AA (low) or R-1 (middle) by DBRS in case of a remaining tenor less than ninety (90) days but longer than thirty (30) days and (b) A or R-1 (low) by DBRS in case of a remaining tenor less than thirty (30) days and (ii) a rating of (a) AA- and/or F1+ by Fitch in case of a remaining tenor less than one year but longer than thirty (30) days or (b) A and/or F1 by Fitch in case of a remaining tenor less than thirty (30) days, (B) in respect of money market funds AAAmmf by Fitch, and (C) in respect of guaranteed interest contracts or similar account, a rating of A and/or F1 by Fitch.

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, (ii) the fees, costs, expenses or other remuneration due and payable to the Collection Foundation by the Issuer under the Receivables Proceeds Distribution Agreement and (iii) 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, of (i) any amount due and payable to the Servicer under the Servicing Agreement or, upon instruction of the Servicer, to the Sub-servicers under the relevant Sub-Servicing Letter, excluding the Portfolio Services Fee, (ii) any amount due and payable to the Issuer Administrator under the Administration Agreement, (iii) any amount due and payable to the Domiciliation Agent under the Domiciliation Agreement, (iv) any amount due and payable to the Paying Agent and the Reference Agent under the Paying Agency Agreement, and (v) any fees, costs, expenses or other remuneration due and payable to the Service Provider under or in connection with the Issuer Management Agreement;

(c) *third*, in or towards satisfaction, *pari passu* and *pro rata*, according to the respective amounts thereof, of (i) any amount 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, (ii) any amount due and payable to the Credit Rating Agencies and any legal adviser, auditor and accountant, appointed by the Issuer or the Security Trustee, (iii) any amount due and payable to the Issuer Account Bank and the Issuer Account Agent under the Issuer Account Agreement and, if applicable, to Citibank acting as custodian in respect of any Investment Securities Account or Swap Securities Collateral Account held with Citibank as custodian under the relevant custodian agreement, and (iv) any amounts due in connection with the listing of the Notes;

(d) *fourth*, in or towards satisfaction of amounts, if any, due and payable under the Swap Agreement (except for any Swap Counterparty Subordinated Payment, any Excess Swap Collateral, any Swap Replacement Premium and any Tax Credit);

(e) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of (i) interest due on the Class A Notes, other than the Class A Subordinated Step-up Consideration and (ii) on the first Notes Payment Date, if the Pre-funded Amount is equal to or higher than EUR 1,000,000 on such Notes Payment Date, the Excess Proceeds Payment Amount 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, *pro rata* and *pari passu*, according to the respective amounts thereof, of interest due on the Class B Notes, other than the Class B Subordinated Step-up Consideration;

(h) *eighth,* to replenish the Reserve Account up to the amount of the Reserve Account First Target Level;

(i) *ninth*, 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;

(j) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of interest due or accrued due on the Class C Notes, other than the Class C Subordinated Step-up Consideration;

(k) *eleventh*, in or towards satisfaction, of sums to be credited to the Class C Principal Deficiency Ledger until the debit balance, if any, on the Class C Principal Deficiency Ledger is reduced to zero;

(l) *twelth*, to replenish the Reserve Account up to the amount of the Reserve Account Second Target Level;

(m) *thirteenth*, in or towards satisfaction of any Portfolio Services Fee due and payable to the Servicer under the Servicing Agreement;

(n) *fourteenth*, after the First Optional Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class A Subordinated Step-up Consideration due or accrued due on the Class A Notes;

(o) *fifteenth*, after the First Optional Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class B Subordinated Step-up Consideration due or accrued due on the Class B Notes;

(p) *sixteenth*, after the First Optional Redemption Date, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class C Subordinated Step-up Consideration due or accrued due on the Class C Notes;

(q) *seventeenth*, in or towards satisfaction, *pro rata* and *pari passu*, of the Swap Counterparty Subordinated Payment due to the Swap Counterparty under the terms of the Swap Agreement and the amounts, if any, due and payable under the NAMS Rebalancing Agreement, including any termination payment due and payable by the Issuer;

(r) *eighteenth*, after the First Optional Redemption Date and until the Class D Notes are redeemed in full, to form part of the Available Principal Funds (under item (viii)) and to be applied in accordance with the Redemption Priority of Payments;

(s) *nineteenth*, in or towards satisfaction, of sums to be credited to the Class D Principal Deficiency Ledger until the debit balance, if any, on the Class D Principal Deficiency Ledger is reduced to zero;

(t) *twentieth*, in or towards satisfaction of principal due under the Class S Notes until fully redeemed in accordance with the Conditions by applying the Available Class S Redemption Funds;

(u) *twenty-first,* in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class S Revenue Amount; and

(v) *twenty-second,* 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 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*, in or towards satisfaction of principal due under the Class A Notes until fully redeemed in accordance with the Conditions;

(b) *second*, in or towards satisfaction of principal due under the Class B Notes until fully redeemed in accordance with the Conditions;

(c) *third*, in or towards satisfaction of principal due under the Class C Notes until fully redeemed in accordance with the Conditions; and

(d) *fourth*, in or towards satisfaction of principal due under the Class D Notes until fully redeemed in accordance with the Conditions.

Pro rata redemption of the Mortgage-Backed Notes

The Pre-funded Amount remaining on the first Notes Payment Date will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgage-Backed Notes in sequential order.

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) in the following order of priority (and in each case only if and to the extent payments of a higher priority have been made in full) (the "**Post-Enforcement Priority of Payments**"):

(a) *first*, in or towards satisfaction, *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, (ii) the fees, costs, expenses or other remuneration due and payable to the Collection Foundation by the Issuer under the Receivables Proceeds Distribution Agreement and (iii) 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, of (i) any amount due and payable to the Servicer under the Servicing Agreement or, upon instruction of the Servicer, to the Sub-servicers under the relevant Sub-Servicing Letter, excluding the Portfolio Services Fee, (ii) any amount due and payable to the Issuer Administrator under the Administration Agreement, (iii) any amount due and payable to the Domiciliation Agent under the Domiciliation Agreement, (iv) any amount due and payable to the Paying Agent and the Reference Agent under the Paying Agency Agreement, and (v) any fees, costs, expenses or other remuneration due and payable to the Service Provider under or in connection with the Issuer Management Agreement;

(c) *third*, in or towards satisfaction, *pari passu* and *pro rata*, according to the respective amounts thereof, of (i) any amount due and payable to the Credit Rating Agencies and any legal adviser, auditor and accountant, appointed by the Security Trustee, (ii) any amount due and payable to the Issuer Account Bank and the Issuer Account Agent under the Issuer Account Agreement and, if applicable, to Citibank acting as custodian in respect of any Investment Securities Account or Swap Securities Collateral Account held with Citibank as custodian under the relevant custodian agreement, and (iii) any amounts due in connection with the listing of the Notes;

(d) *fourth*, in or towards satisfaction of amounts, if any, due and payable under the Swap Agreement (except for any Swap Counterparty Subordinated Payment, any Excess Swap Collateral, any Swap Replacement Premium and any Tax Credit);

(e) *fifth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of interest, including the Excess Proceeds Payment Amount on the first Notes Payment Date, and principal due on the Class A Notes, other than the Class A Subordinated Step-up Consideration;

(f) *sixth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class A Subordinated Step-up Consideration due on the Class A Notes, if any;

(g) *seventh*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of interest and principal due on the Class B Notes, other than the Class B Subordinated Step-up Consideration;

(h) *eighth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class B Subordinated Step-up Consideration due on the Class B Notes, if any;

(i) *ninth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of interest and principal due on the Class C Notes, other than the Class C Subordinated Step-up Consideration;

(j) *tenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class C Subordinated Step-up Consideration due on the Class C Notes, if any;

(k) *eleventh*, in or towards satisfaction of any Portfolio Services Fee due and payable to the Servicer under the Servicing Agreement;

(l) *twelfth*, in or towards satisfaction, *pro rata* and *pari passu*, of the Swap Counterparty Subordinated Payment due to the Swap Counterparty under the terms of the Swap Agreement and the amounts, if any, due and payable under the NAMS Rebalancing Agreement, including any termination payment due and payable by the Issuer;

(m) *thirteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of principal due on the Class D Notes;

(n) *fourteenth*, in or towards satisfaction of principal due under the Class S Notes until fully redeemed in accordance with the Conditions by applying the Available Class S Redemption Funds;

(o) *fifteenth*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof, of the Class S Revenue Amount; and

(p) *sixteenth*, in or towards satisfaction of a Deferred Purchase Price Instalment to the Seller.

Payment outside the Priority of Payments
Any Tax Credit and any Swap Replacement Premium shall be paid outside the relevant Priority of Payments and such amount will not form part of the Available Revenue Funds (see Section 5.4 (*Hedging*)).

5.3 LOSS ALLOCATION

Principal Deficiency Ledger

A Principal Deficiency Ledger comprising four sub-ledgers, known as the Class A Principal Deficiency Ledger, the Class B Principal Deficiency Ledger, the Class C Principal Deficiency Ledger and the Class D 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 and to record any Revenue Shortfall Amount (the balance standing to the debit of any such sub-ledger, respectively, the Class A Principal Deficiency, the Class B Principal Deficiency, the Class C Principal Deficiency and the Class D Principal Deficiency, and together a Principal Deficiency). The sum of any Realised Loss and any Revenue Shortfall Amount shall be debited to the Class D Principal Deficiency Ledger (such debit items being recredited at item (m) of the Revenue Priority of Payments on each relevant Notes Payment Date) so long as the debit balance on such sub-ledger is less than the sum of the Principal Amount Outstanding of the Class D Notes and thereafter such amounts shall be debited to the Class C Principal Deficiency Ledger (such debit items being recredited at item (k) of the Revenue Priority of Payments on each relevant Notes Payment Date) so long as the debit balance on such sub-ledger is less than the sum of the Principal Amount Outstanding of the Class C Notes and thereafter such amounts shall be debited to the Class B Principal Deficiency Ledger (such debit items being recredited at item (i) of the Revenue Priority of Payments on each relevant Notes Payment Date) so long as the debit balance on such sub-ledger is less than the sum of the Principal Amount Outstanding of the Class B Notes and thereafter such amounts shall be debited to the Class A Principal Deficiency Ledger (such debit items being recredited at item (f) of the Revenue Priority of Payments on each relevant Notes Payment Date) 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 Originator, the Seller, the Issuer, the Servicer on behalf of the Issuer or the Security Trustee has completed the foreclosure, in the immediately preceding Notes Calculation Period the amount by which (i) the aggregate Outstanding Principal Amount of all Mortgage Receivables exceeds (ii) the amount of the Net Foreclosure Proceeds applied to reduce the Outstanding Principal Amount of the Mortgage Receivables; and

(B) with respect to the Mortgage Receivables sold by the Issuer in the immediate preceding Notes Calculation Period, the amount by which (i) the aggregate Outstanding Principal Amount of such Mortgage Receivables exceeds (ii) the purchase price of the Mortgage Receivables received by the Issuer to the extent relating to principal; and

(C) with respect to the Mortgage Receivables in respect of which the Borrower (i) has successfully asserted set-off or defence to payments or (ii) repaid or prepaid any amount in the immediately preceding Notes Calculation Period the amount by which (x) the aggregate Outstanding Principal Amount of such Mortgage Receivables prior to such set-off or defence or repayment or prepayment exceeds (y) the aggregate Outstanding Principal Amount of such Mortgage Receivables after such set-off or defence or repayment or prepayment having been made, unless, and to the extent, such amount is received from the Originator or the Seller or otherwise in accordance with any item of the Available Principal Funds.

5.4 HEDGING

Interest Rate Hedging

All Mortgage Receivables sold and assigned to the Issuer bear a fixed rate of interest. The interest rate payable by the Issuer with respect to the Class A Notes, the Class B Notes and the Class C Notes is calculated as a margin over Euribor for three (3) month deposits. By entering into the Swap Agreement and the NAMS Rebalancing Agreement with the Swap Counterparty, the Issuer will hedge the exposure in respect of the interest received under the Swap Mortgage Receivables against the Euribor component of the interest rate due by the Issuer under the Class A Notes, the Class B Notes and the Class C Notes (i.e. excluding the applicable margin part of the interest rate).

In respect of each Swap Transaction, the Issuer will agree to pay on each payment date of such Swap Transaction an amount equal to the sum of:

(i) the Swap Notional Amount for the relevant Swap Calculation Period multiplied by (a) the Swap Fixed Rate for the relevant Swap Calculation Period multiplied by (b) the relevant day count fraction determined on a 30/360 basis; and

(ii) any Prepayment Penalties received in respect of the Swap Mortgage Receivables during the relevant Swap Calculation Period *multiplied by* the proportion that the Swap Notional Amount for that Swap Transaction bears to the aggregate of the Swap Notional Amounts for all Swap Transactions, in each case for the relevant Calculation Period ("**Actual Prepayment Penalties**").

In respect of each Swap Transaction, the Swap Counterparty will agree to pay on each payment date of such Swap Transaction an amount equal to (i) the Swap Notional Amount for the relevant Swap Calculation Period multiplied by (ii) Euribor for three (3) month deposits for the relevant Swap Calculation Period (or such other rate determined following a Benchmark Trigger Event, as applicable), multiplied by (iii) the relevant day count fraction determined on an actual/360 basis (the "**Swap Counterparty Floating Amount**"). If the Swap Counterparty Floating Amount is a negative amount (i.e. because Euribor for three (3) month deposits is negative), the Issuer will be required to pay an amount equal to the absolute value of such Swap Counterparty Floating Amount to the Swap Counterparty.

The Swap Calculation Period will be equal to the Interest Period.

In respect of each NAMS Rebalancing Transaction, the Swap Counterparty will be entitled to receive a NAMS Rebalancing Payment in respect of a period if the amortisation of the Swap Mortgage Receivables during that period diverges from certain expected amortisation scenarios. The NAMS Rebalancing Payment represents the impact of rebalancing a vanilla interest rate swap to the actual outstanding balance of the Swap Mortgage Receivables. The terms of such vanilla interest rate swap are the same as the terms of the Swap Transaction corresponding to the relevant NAMS Rebalancing Transaction, provided that the notional amounts of such vanilla interest rate swap are known in advance and projected using the 0% CPR Assumption (as defined in the NAMS Rebalancing Agreement), together with certain prepayment assumptions. If the prepayment rate experienced on the Swap Mortgage Receivables is within specified CPR bands for a given period from (and including) an Observation Date to (but excluding) the next following Observation Date, no payment will be due under the NAMS Rebalancing Transactions unless there are Issuer Deferred Amounts (as defined below) from previous period(s), which will be payable to the extent that the Issuer has sufficient funds available to pay such Issuer Deferred Amounts. The NAMS Rebalancing Payment will be payable *pari passu* with payment of the Swap Counterparty Subordinated Payment under the applicable Priority of Payments.

In addition, if the Issuer has insufficient funds available to pay in full any amounts due under the NAMS Rebalancing Agreement on any Notes Payment Date, this will not constitute a NAMS Event of Default and any unpaid amounts (the "**Issuer Deferred Amounts**") will be accrued and payable on the next subsequent Notes Payment Date on which funds are available (or, if earlier, on the termination date of the relevant NAMS Rebalancing Transaction). The Actual Prepayment Penalties received in respect of any Swap Mortgage Receivables are paid by the Issuer to the Swap Counterparty on each such Notes Payment Date and in respect of each relevant period under the Swap Agreement. Under the NAMS Rebalancing Agreement, the amount owed by the Issuer will be reduced by the Prepayment Penalty Rebate (as defined in the NAMS Rebalancing Agreement and which is a portion of the Actual Prepayment Penalties). To the extent that this results in an overall payment being due from the Swap Counterparty on any such Notes Payment Date, such amount (the "**Swap Counterparty Deferred Amount**") will be deferred and the amount owed by the Issuer will be reduced by this amount on the next Notes Payment Date on which a NAMS Rebalancing Payment is due and

payable by the Issuer. Interest will be payable by the Issuer or the Swap Counterparty on any Issuer Deferred Amount or Swap Counterparty Deferred Amount, respectively. Such deferral of payment will not constitute a NAMS Event of Default.

The Hedging Agreements will be documented under two separate 2002 ISDA Master Agreements. The Hedging Transactions under each Hedging Agreement may be terminated upon the occurrence of one of certain specified Events of Default and Termination Events (each as defined therein) commonly found in standard ISDA documentation except where such Events of Default and Termination Events (each as defined therein) are disapplied and/or modified and any Additional Termination Events (as defined therein) are added.

Hedging Events of Default under the Hedging Agreements in relation to the Issuer will be limited to (a) non-payment under the relevant Hedging Agreement, (b) certain insolvency events in respect of the Issuer and (c) Merger Without Assumption (as defined in the relevant Hedging Agreement), whereas all Hedging Events of Default under the Hedging Agreement shall apply in relation to the Swap Counterparty, other than (a) Cross Default and (b) Default Under Specified Transaction (each as defined in the relevant Hedging Agreement).

A Hedging Termination Event under a Hedging Agreement will occur if (i) it becomes unlawful for either party to perform its obligations under the relevant Hedging Agreement, or (ii) a Force Majeure Event (as defined in the relevant Hedging Agreement) occurs, or (iii) a Tax Event (as defined and modified in the relevant Hedging Agreement) occurs, or (iv) a Tax Event Upon Merger (as defined and modified in the relevant Hedging Agreement) occurs. In addition, a Swap Termination Event under the Swap Agreement will occur if (a) the Issuer sells or assigns a Swap Mortgage Receivable, provided that a Swap Transaction that includes such Swap Mortgage Receivable in its Reference Pool will partially terminate in respect of a notional amount equal to the aggregate outstanding principal amount of the Swap Mortgage Receivable sold or assigned, or (b) the Issuer fails to pay to the Swap Counterparty any amounts owed by the Issuer to the Swap Counterparty under the Swap Agreement following a breach by the Seller or the Originator of clause 12.1(l) of the Mortgage Receivables Purchase Agreement, or (c) amendments are made without the Swap Counterparty's consent (not to be unreasonably withheld or delayed) (A) to clause 4 of the Servicing Agreement, (B) which constitute a Basic Terms Change (no such consent will be required if the Swap Counterparty fails to respond within ten (10) Business Days of written request for consent from the Security Trustee), (C) to the Issuer's right to sell or assign the Mortgage Receivables under the Transaction Documents or to redeem the Notes under the Conditions, (D) to Condition 14(f) or clause 19.3 of the Trust Agreement or (E) to the Transaction Documents, the Conditions or the Interest Rate Policy Letter which in the Swap Counterparty's reasonable opinion will have a material adverse impact on the currency, amount, timing or priority of payments due to be made by or to the Swap Counterparty under either the Swap Agreement or the NAMS Rebalancing Agreement, or (d) the Mortgage-Backed Notes are redeemed or repaid in full (other than pursuant to the exercise by the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller of the Remarketing Call Option), or (e) the Mortgage-Backed Notes are purchased by the Issuer or are restructured or new notes are structured pursuant to Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*) without the prior written consent of the Swap Counterparty, or (f) an Enforcement Notice is served.

If a Swap Transaction is terminated or is novated to a replacement swap counterparty and the corresponding NAMS Rebalancing Transaction is not also novated to that replacement swap counterparty, this will trigger a termination of the corresponding NAMS Rebalancing Transaction.

Upon the early termination of a Hedging Transaction, the Issuer or the Swap Counterparty may be liable to make a termination payment to the other party. Any termination payment could be substantial.

If a termination payment is due to the Swap Counterparty (other than where it constitutes a Swap Counterparty Subordinated Payment) under the Swap Agreement, it will rank in priority to payments due by the Issuer under the Notes under the applicable Priority of Payments. If a Swap Counterparty Subordinated Payment or a termination payment under the NAMS Rebalancing Agreement is due to the Swap Counterparty, it will rank in priority to payments due by the Issuer under the Class D Notes and the Class S Notes under the applicable Priority of Payments. Subject to the terms of the Hedging Agreements, the termination amount will be based upon loss (or gain) and may consider market quotations of the cost of entering into transactions with the same terms and conditions and that would have the effect of preserving the respective full payment obligations of the parties. The projected amortisation of the Swap Notional Amount for the purpose of determining the termination amount under the Hedging Agreements will be based on (i) a range of prepayment rates defined in a commercially reasonable manner using all information available on the

Swap Mortgage Receivables and according to the regular methodology customarily employed by the Swap Counterparty or another leading dealer in the relevant market for similar prepayment-linked swap; and (ii) the assumption that the Outstanding Principal Amount of each Swap Mortgage Receivable reduces to zero on the first date on which the Loan Index payable under such Swap Mortgage Receivable is scheduled to reset or otherwise the date on which a Swap Mortgage Receivable is scheduled to mature.

In the event that the Issuer is required to withhold or deduct an amount in respect of tax from payments due from it to the Swap Counterparty, the Issuer will not be required pursuant to the terms of the Swap Agreement to pay the Swap Counterparty such amounts as would otherwise have been required to ensure that the Swap Counterparty received the same amounts that it would have received had such withholding or deduction not been made.

In the event that the Swap Counterparty is required to withhold or deduct an amount in respect of tax from payments due from it to the Issuer, the Swap Counterparty will be required (save where such deduction is in respect of FATCA) pursuant to the terms of the Swap Agreement to pay to the Issuer such additional amounts as are required to ensure that the Issuer receives the same amounts that it would have received had such withholding or deduction not been made.

If the Swap Counterparty ceases to have certain required ratings by the Credit Rating Agencies, the Swap Counterparty will be required to take certain remedial measures under the Swap Agreement at its own cost which, subject to the terms of the Swap Agreement, may include (i) the provision of collateral for its obligations under the Swap Agreement (pursuant to the credit support annex entered into by the Issuer and the Swap Counterparty which forms part of the Swap Agreement on the basis of ISDA documentation, which stipulates certain requirements relating to the provision of collateral by the Swap Counterparty at any time after the Closing Date in accordance with the relevant Credit Rating Agency criteria), (ii) arranging for its obligations under the Swap Agreement to be transferred to an entity with the required ratings, (iii) procuring another entity with at least the required ratings guarantee its obligations under the Swap Agreement, or (iv) the taking of such other action acceptable to the relevant Credit Rating Agencies as may be required to maintain or, as the case may be, restore the then current ratings assigned to the Rated Notes immediately prior to the Swap Counterparty ceasing to have such ratings. A failure to take such steps, subject to certain conditions, will give the Issuer the right to terminate the Swap Transactions.

Furthermore, in the Trust Agreement, if the Swap Counterparty is downgraded and fails to comply with the requirements of the downgrade provisions contained in the Swap Agreement, the Issuer has undertaken to use commercially reasonable efforts, or procure that the Issuer Administrator shall use commercially reasonable efforts, to ensure (if necessary) that the relevant steps contemplated in the Swap Agreement are taken and, in case of a termination of the Swap Agreement due to other reasons, the Issuer has undertaken to take or procure that the Issuer Administrator shall take all steps reasonably required under the Swap Agreement and in assisting the Security Trustee in finding an alternative swap counterparty.

Upon termination of the Swap Transactions any collateral transferred by the Swap Counterparty which is in excess of its obligations to the Issuer under the Swap Agreement will promptly be returned to such Swap Counterparty outside the relevant Priority of Payments. Interest accrued on, and any distributions received in respect of, the Swap Collateral will either be deposited in the Swap Collateral Account or paid to the Swap Counterparty in accordance with the credit support annex.

Any Tax Credit obtained by the Issuer in connection with an amount that is required to be withheld or deducted in respect of tax from payments due under the Swap Agreement shall be paid to the Swap Counterparty outside the relevant Priority of Payments.

Swap termination and payment by replacement swap counterparty

If following the termination of a Hedging Transaction (i) an amount is due by the Issuer to the Swap Counterparty as termination payment (including any Swap Counterparty Subordinated Payment), other than in relation to the return of Excess Swap Collateral under the Swap Agreement, and (ii) the Issuer receives an upfront payment from a replacement swap counterparty in connection with the entering into of a replacement swap transaction as a result of the market value of such swap transaction, then the Issuer shall apply such amounts received from that replacement swap counterparty to pay an amount equal to such termination payment outside the relevant Priority of Payments and such amount will not form part of the Available Revenue Funds.

EMIR

EMIR may have a potential impact on the Hedging Agreements as OTC derivative contracts. For further information please see Section 4.4 (*Regulatory and Industry Compliance - EMIR*).

5.5 LIQUIDITY SUPPORT

Reserve Account
Amounts credited to the Reserve Account will be available on any Notes Payment Date to meet items (a) to (h) (inclusive) of the Revenue Priority of Payments, provided that all other amounts available to the Issuer for such purpose have been used or shall be used on such Notes Payment Date to meet these items (a) to (h) (inclusive) of the Revenue Priority of Payments. Thereafter, any balance on the Reserve Account in excess of the Reserve Account First Target Level will be available to meet the items up to and including item (k) (inclusive) of the Revenue Priority of Payments, provided that all other amounts available to the Issuer other than items (ix) and (x) of the Available Revenue Funds available for such purpose have been used or shall be used on such Notes Payment Date to meet these items up to an including item (k) (inclusive) of the Revenue Priority of Payments.

See further Section 5.6 (*Transaction Accounts*).

Available Principal Funds / Revenue Shortfall Amount
If and to the extent that the Available Revenue Funds, but excluding item (x) thereof, are insufficient for the Issuer to meet items (a) up to and including (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, the Issuer shall use from the Available Principal Funds (excluding item (viii) thereof) such amount required to meet such items (a) up to and including (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 on such Notes Payment Date as the Revenue Shortfall Amount. Any Revenue Shortfall Amount shall be debited to the Principal Deficiency Ledger on such Notes Payment Date, see further Section 5.3 (*Loss Allocation*).

Negative Carry Amount
On the Closing Date, part of the proceeds of the Class S Notes, in an amount equal to the sum of the (i) Construction Deposit Negative Carry Amount, (ii) the Pre-funded Account Negative Carry Amount and (iii) the Swap Negative Carry Amount, will be deposited on the Issuer Collection Account. In addition, on the Closing Date, part of the proceeds of the issue of the Class A Notes in excess of the Principal Amount Outstanding of the Class A Notes on the Closing Date, in an amount equal to the Excess Reserved Amount, will be deposited on the Issuer Collection Account.

On the first Notes Payment Date, an amount equal to the Pre-funded Account Negative Carry Amount, the Swap Negative Carry Amount and the Excess Reserved Amount will be withdrawn from the Issuer Collection Account and form part of the Available Revenue Funds. After the first Notes Payment Date, other than the Construction Deposit Negative Carry Amount, there will be no further Negative Carry Amount. On any Notes Calculation Date, the Construction Deposit Negative Carry Amount will be calculated and the positive difference between the Construction Deposit Negative Carry Amount calculated on the previous Notes Calculation Date and the Construction Deposit Negative Carry Amount calculated on such Notes Calculation Date will be withdrawn from the Issuer Collection Account and form part of the Available Revenue Funds.

Further ledgers may be maintained to record amounts standing to the credit of the Issuer Accounts.

5.6 TRANSACTION ACCOUNTS

Issuer Accounts

Issuer Collection Account
The Issuer will maintain with the Issuer Account Bank, the Issuer Collection Account to which – *inter alia* – all amounts received (i) in respect of the Mortgage Receivables and (ii) 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) and (ii) above, in respect of the Mortgage Receivables.

The Issuer Administrator will identify all amounts paid into the Issuer Collection Account in respect of the Mortgage Receivables by crediting such amounts to ledgers established for such purpose. Payments received on each relevant Mortgage Collection Payment Date in respect of the Mortgage Receivables will be identified as principal or revenue receipts and credited to the relevant principal ledger or the revenue ledger, as the case may be. Further ledgers may be maintained to record amounts held in the Issuer Collection Account.

The Issuer may at its option, invest (i) the balance standing to the credit of the Pre-funded Account, (ii) the balance standing to the credit of the Reserve Account and (iii) the balance standing to the credit of the Issuer Collection Account, provided that such balance exceeds (a) during the first Notes Calculation Period, 0.75 per cent. of the Principal Amount Outstanding of the Mortgage-Backed Notes on the Closing Date, or (b) during any Notes Calculation Period thereafter, 0.75 per cent. of the Principal Outstanding Amount of the Mortgage-Backed Notes at close of business (for the avoidance of doubt, after application by the Issuer of the Available Revenue Funds and the Available Principal Funds) on the immediately preceding Notes Payment Date, into Eligible Investments.

Payments may be made from the Issuer Collection Account other than on a Notes Payment Date only to satisfy (i) amounts due to third parties (other than pursuant to the Transaction Documents) and under obligations incurred in connection with the Issuer's business, (ii) investments in Eligible Investments and (iii) the Initial Purchase Price of the Further Advance Receivables purchased by the Issuer from the Seller, subject to the Additional Purchase Conditions being met.

Construction Deposit Account
In addition, the Issuer will maintain with the Issuer Account Bank a Construction Deposit Account. On or around the Closing Date and on a Purchase Date on which New Mortgage Receivables and/or Further Advance Receivables will be purchased by the Issuer an amount corresponding to the Aggregate Construction Deposit Amount in relation to the Mortgage Receivables purchased by the Issuer on the Closing Date or, as the case may be, the New Mortgage Receivables and/or Further Advance Receivables purchased by the Issuer on such Purchase Date will be credited to the Construction Deposit Account. Payments may be made from the Construction Deposit Account only to satisfy payment by the Issuer to the Seller of part of the Initial Purchase Price as a result of the distribution of all of the Construction Deposit by the Originator to the relevant Borrowers. Besides this, the Construction Deposit Account will be debited (i) on each Mortgage Collection Payment Date with the amount Borrowers have set off against the Mortgage Receivables in connection with the Construction Deposits and/or (ii) if an Assignment Notification Event set out under (d) (see Section 7.1 (*Purchase, repurchase and sale*) has occurred, as a result of which the Issuer has no further obligation to pay such part of the Initial Purchase Price. In both cases, the relevant amount will be credited to the Issuer Collection Account and will form part of the Available Principal Funds. In the event that the interest rate accruing on the balance standing to the credit of the Construction Deposit Account is less than zero, such amount will be payable by the Issuer to the Issuer Account Bank.

Reserve Account
The Issuer will maintain with the Issuer Account Bank the Reserve Account to which on the Closing Date part of the proceeds of the Class S Notes will be credited, which are equal to EUR 6,208,000.

If and to the extent that the Available Revenue Funds (other than items (ix) and (x)) as calculated on any Notes Calculation Date exceeds the amounts required to meet items ranking higher than item (h) in the Revenue Priority of Payments on the immediately succeeding Notes Payment Date, the excess amount will be used to credit the Reserve Account, to the extent required, until the balance standing to the credit of the Reserve Account equals the Reserve Account First Target Level, being, (A) on the Closing Date and on the first Notes Payment Date, an amount equal to 1.40 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date,

(B) on any Notes Payment Date thereafter, an amount equal to the higher of (a) 1.40 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes at close of business on the immediately preceding Notes Payment Date and (b) 82.5 per cent. of the Reserve Account First Target Level on the Closing Date and (C) at close of business on the relevant Notes Payment Date on which all amounts of interest and principal due to the Class A Notes and the Class B Notes have been or will be paid and redeemed, zero.

Amounts credited to the Reserve Account will be available on any Notes Payment Date to meet items (a) to (h) (inclusive) of the Revenue Priority of Payments, provided that all other amounts available to the Issuer for such purpose have been used or shall be used on such Notes Payment Date to meet these items (a) to (h) (inclusive) of the Revenue Priority of Payments. Thereafter, any balance on the Reserve Account in excess of the Reserve Account First Target Level will be available to meet the items up to and including item (k) (inclusive) of the Revenue Priority of Payments, provided that all other amounts available to the Issuer other than items (ix) and (x) of the Available Revenue Funds available for such purpose have been used or shall be used on such Notes Payment Date to meet these items up to an including item (k) (inclusive) of the Revenue Priority of Payments.

If and to the extent that the Available Revenue Funds (other than items (ix) and (x)) as calculated on any Notes Calculation Date exceed the amounts required to meet items ranking higher than item (l) in the Revenue Priority of Payments, the excess amount will be used to credit the Reserve Account, to the extent required, until the balance standing to the credit of the Reserve Account equals the Reserve Account Second Target Level, being, (A) on the Closing Date and on the first Notes Payment Date, an amount equal to 1.60 per cent. of the Principal Amount Outstanding of the Mortgage-Backed Notes on the Closing Date, (B) on any Notes Payment Date thereafter, an amount equal to the higher of (a) the sum of (i) 1.60 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes at close of business on the immediately preceding Notes Payment Date and (ii) 1.60 per cent. of the Principal Amount Outstanding of the Class C Notes and the Class D Notes at close of business on the immediately preceding Notes Payment Date and (b) 82.5 per cent. of the Reserve Account Second Target Level on the Closing Date and (C) at close of business on the relevant Notes Payment Date on which all amounts of interest and principal due to the Rated Notes have been or will be paid and redeemed, zero.

To the extent that the balance standing to the credit of the Reserve Account on any Notes Payment Date exceeds the Reserve Account Second Target Level (after payments pursuant to the Revenue Priority of Payments would have been made on such date), such excess shall be drawn from the Reserve Account on such Notes Payment Date and shall form part of the Available Revenue Funds on that Notes Payment Date.

On the Notes Payment Date on which all amounts of interest and principal due in respect of the Rated Notes have been or will be paid, the Reserve Account Second 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.

The Issuer may at its option, at any time invest any balance standing to the credit of the Reserve Account into Eligible Investments.

Pre-funded Account
The Issuer will maintain with the Issuer Account Bank the Pre-funded Account into which an amount equal to EUR 64,050,939.83 (being the Pre-funded Amount on the Closing Date) will be credited on the Closing Date from the remaining proceeds of the Mortgage-Backed Notes.

The Pre-funded Amount is to be applied on any Purchase Date during the Pre-funded Period, provided that the Additional Purchase Conditions are met on such date, to purchase New Mortgage Receivables and to pay the Initial Purchase Price thereof.

Without prejudice to any drawing in connection with investments in Eligible Investments, amounts may be drawn by the Issuer from the Pre-funded Account to pay the Initial Purchase Price payable to the Seller and, as the case may be, the deposit of the relevant Aggregate Construction Deposit Amount in respect of the New Mortgage Receivables on the Construction Deposit Account on the relevant Purchase Date.

The Pre-funded Amount remaining on the first Notes Payment Date will be applied by the Issuer in or towards satisfaction, on a *pari passu* and *pro rata* basis, in accordance with the respective amounts thereof, to redeem in part each Class of the Mortgage-Backed Notes by reference to their respective Principal Amount Outstanding on the

Closing Date, unless the Pre-funded Amount is less than EUR 1,000,000 on such first Notes Payment Date, in which case it will form part of the Available Principal Funds and will be applied in accordance with the Redemption Priority of Payments towards redemption of the Mortgage-Backed Notes in sequential order.

On each day during the Pre-funded Period (other than the last Mortgage Calculation Period falling in the Pre-funded Period), the Issuer has the option to invest any balance standing to the credit of the Pre-funded Account in Eligible Investments.

Swap Collateral Accounts
The Issuer will maintain with the Issuer Account Bank the Swap Cash Collateral Account to which any collateral in the form of cash may be credited by the Swap Counterparty pursuant to the Swap Agreement. If any collateral in the form of securities is to be provided to the Issuer by the Swap Counterparty, the Issuer will be required to open a Swap Securities Collateral Account in accordance with the Swap Agreement in which such securities will be held.

No withdrawals may be made in respect of any Swap Collateral Account other than:

(i) to effect the return of Excess Swap Collateral to the Swap Counterparty (which return shall be effected by the transfer of such Excess Swap Collateral directly to the Swap Counterparty, outside the Revenue Priority of Payments or, as applicable, the Post-Enforcement Priority of Payments) including any interest accrued on or distributions received in respect of the collateral which may be paid in accordance with the credit support annex; or

(ii) following the termination of the Swap Agreement where an amount is owed by the Swap Counterparty to the Issuer, the collateral (in case of securities after liquidation or sale thereof) (other than any Excess Swap Collateral) will form part of the Available Revenue Funds (for the avoidance of doubt, after any close out netting has taken place) provided that such amount may be first applied towards, or reserved for, an upfront payment to a replacement swap counterparty outside the Revenue Priority of Payments until one year after such termination has occurred.

Interest
The Issuer Account Bank will agree to pay a rate of interest determined by reference to EONIA minus a margin on the balance standing to the credit of the relevant Issuer Transaction Account from time to time. In the event that the interest rate accruing on the balance standing to the credit of the relevant Issuer Transaction Account is less than zero, such amount will be payable by the Issuer to the Issuer Account Bank.

Rating of 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 by any of the Credit Rating Agencies, the Issuer will be required within thirty (30) calendar days (of such reduction or withdrawal of such rating) 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, (b) to obtain a third party with at least the Requisite Credit Rating to guarantee the obligations of the Issuer Account Bank or, (c) to find another solution so that the then current ratings of the Rated Notes are not adversely affected as a result thereof. 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.

Issuer Account Agent
The Issuer Accounts will be operated by the Issuer Account Agent.

Issuer Investment Accounts
If the Issuer invests in Eligible Investments it will open the Investment Securities Account and deposit the Eligible Investments on such account. In addition, the Issuer will maintain with the Issuer Account Bank the Investment Cash Account and will deposit the monies resulting from Eligible Investments on such account.

5.7 ADMINISTRATION AGREEMENT

Issuer Services
In the Administration Agreement, the Issuer Administrator will agree to provide certain services, including (a) the application of amounts received by the Issuer to the Issuer Accounts and the production of reports in relation thereto, (b) arranging that, if required, drawings are made by the Issuer from the Issuer Collection Account, the Reserve Account, the Pre-funded Account and the Construction Deposit Account, (c) arranging that all payments to be made by the Issuer under the Hedging Agreements are made, (d) arranging that all payments to be made by the Issuer under the other Transaction Documents are made, (e) arranging that all payments to be made by the Issuer under the Notes are made in accordance with the Paying Agency Agreement and the Conditions, (f) the maintaining of all required ledgers in connection with the above, (g) all administrative actions in relation thereto, (h) arranging that all calculations to be made pursuant to the Conditions are made and (i) to submit certain statistical information regarding the Issuer as referred to above to certain governmental authorities if and when requested.

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 relevant information provided by the Servicer to the Issuer Administrator for each Mortgage Calculation Period. The Issuer Administrator will make the Investor Reports available to, amongst others, the Issuer, the Security Trustee and the Noteholders on a quarterly basis (see also Section 8 (*General)*).

Termination
The Administration Agreement may be terminated by the Security Trustee or the Issuer (with the consent of the Security Trustee) in certain circumstances, including (a) a default by the Issuer Administrator in the payment on the due date of any amount due and payable under the Administration Agreement (unless remedied within the applicable grace period), (b) a default is made by the Issuer Administrator in the performance or observance of any of its other covenants and obligations under the Administration Agreement (unless remedied within the applicable grace period) or (c) the Issuer Administrator has taken any corporate action or any steps have been taken or legal proceedings have been instituted against it for its entering into controlled management (*gestion contrôlée*) or moratorium or reprieve from payments (*sursis the paiement*) or for any analogous insolvency proceedings under any applicable law or for bankruptcy or for the appointment of a receiver or a similar officer of its or any or all of its assets.

Upon termination of the Administration Agreement as set out above, the Security Trustee and the Issuer shall notify the Credit Rating Agencies and use their best efforts to appoint a substitute issuer administrator and such substitute issuer administrator shall enter into an agreement with the Issuer and the Security Trustee substantially on the terms of the Administration Agreement, provided that such substitute issuer administrator shall have the benefit of a servicing fee and an administration fee at a level to be then determined. The Issuer shall, promptly following the execution of such agreement, pledge its interests 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 (i) the Issuer Administrator and (ii) the Issuer or the Security Trustee on behalf of the Issuer upon the expiry of not less than 6 months' notice of termination given by (i) the Issuer Administrator to each of the Issuer and the Security Trustee or (ii) by 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 and (b) a substitute issuer administrator shall be appointed, such appointment to be effective not later than the date of termination of the Administration Agreement and such substitute issuer administrator enters into an agreement substantially on the terms of the Administration Agreement and the Administrator shall not be released from its obligations under the Administration Agreement until such new agreement has been signed and entered into effect with respect to such substitute administrator and a Credit Rating Agency Confirmation is available in respect of the appointment of such substitute administrator. The Issuer shall, promptly following the execution of such agreement, pledge its interests 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.

Calculations and reconciliation
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 relevant information provided by the Servicer for each Mortgage Calculation Period.

If on any Mortgage Calculation Date no Monthly Mortgage Report is delivered to the Issuer Administrator by the

Servicer in accordance with the Servicing Agreement, the Issuer Administrator will use all reasonable endeavours to make all determinations necessary in order for the Issuer Administrator to continue to perform the Issuer Services, as further set out in the Administration Agreement. The Issuer Administrator will make such determinations until such time it receives from the Servicer or substitute servicer the Monthly Mortgage Reports. Upon receipt by the Issuer Administrator of such Monthly Mortgage Reports, the Issuer Administrator will apply the reconciliation calculations as further set out in the Administration Agreement in respect of payments made as a result of determinations made by the Issuer Administrator during the period when no Monthly Mortgage Reports were available, and credit or debit, as applicable, such amounts from the Revenue Reconciliation Ledger and the Principal Reconciliation Ledger as set out in the Administration Agreement.

With respect to the Revenue Priority of Payments, the Issuer Administrator shall only make payments for items (a) up to and including (q) and shall make no payments to any items ranking below item (q) until the relevant information from the Servicer is available. The Issuer or the Issuer Administrator shall credit the amounts remaining after the Revenue Priority of Payments and items (a) up to and including (q) of the Revenue Priority of Payments have been paid in full on the Revenue Reconciliation Ledger.

Any (i) calculations properly done in accordance with the Trust Agreement and in accordance with the Administration Agreement, and (ii) payments made and payments not made under any of the Notes and Transaction Documents in accordance with such calculations and (iii) reconciliation calculations and reconciliation payments made or payments not made as a result of such reconciliation calculations, each in accordance with the Administration Agreement, shall be deemed to be done, made or not made in accordance with the provisions of the Transaction Documents and will in themselves not lead to an event of default or any other default or termination event under any of the Transaction Documents or breach of any triggers included therein (including but not limited to Assignment Notification Events and Pledge Notification Events).

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 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

6.1 STRATIFICATION TABLES

The numerical information set forth below under the header *Stratification Tables* relates to a portfolio of mortgage receivables as of 1 April 2021, which is representative of the portfolio of Mortgage Receivables that the Seller will offer for sale to the Issuer on the Signing Date and which is selected as of the initial Cut-Off Date. In addition, this information is expected to be representative of the portfolio of New Mortgage Receivables which the Seller may potentially offer for sale to the Issuer during the Pre-funded Period. Not all of the information set out below in relation to the portfolio may necessarily correspond to the details of the Mortgage Receivables as of the Signing Date. Furthermore, after the Signing 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 New Mortgage Receivables and 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 New Mortgage Receivables or Further Advance Receivables acquired by the Issuer after the Signing Date will have the exact same characteristics as represented in the Stratification Tables.

Stratification Tables

1. Key Characteristics

Total Original Principal Amount (€)	248,011,025.48
Total Outstanding Principal Amount (€)	243,923,796.89
Number of Borrowers	630
Saving Deposits (€)	-
Construction Deposits (€)	12,498,397.52
Total Outstanding Principal Amount Excluding Construction Deposits and Savings Deposits (€)	231,425,399.37
Number of Loan Parts	1,894
Number of Loans	630
Average Outstanding Principal Amount Excluding Construction Deposits (per Borrower)	367,341.90
Weighted Average Interest Rate (%)	1.92
Weighted Average Maturity (in Years)	28.93
Weighted Average Seasoning (in Years)	0.53
Weighted Average Remaining Term to Interest Reset (in Years)	20.26
Weighted Average OLTOMV (%)	92.33
Weighted Average CLTOMV (%)	90.91
Weighted Average CLTIMV (%)	85.74
Weighted Average Loan to Income ratio	4.39

2. Arrears Status

Arrears Status	**Outstanding Principal Amount (€)**	**% of Total**	**No of Loans**	**% of Total**	**Weighted Average Coupon**	**Weighted Average Maturity**	**Weighted Average CLTOMV**
Performing	240,616,386	98.64	623	98.89	1.92	28.93	90.89
0 to 1 months	3,307,411	1.36	7	1.11	1.89	29.19	92.52
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

3. Redemption Type

Redemption Type	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Annuity Mortgage Loans	141,302,996	57.93	1,166	61.56	1.91	28.69	91.36
Interest-only Mortgage Loans	96,747,162	39.66	677	35.74	1.93	29.41	90.22
Linear Mortgage Loans	5,873,639	2.41	51	2.69	1.90	27.08	91.23
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

4. Loan Outstanding Principal Amount

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 250,000	9,825,259	4.03	47	7.46	1.88	29.01	81.42
250,000 to 275,000	4,755,513	1.95	18	2.86	1.95	27.96	86.01
275,000 to 300,000	11,915,364	4.88	41	6.51	1.91	28.88	85.57
300,000 to 325,000	25,432,270	10.43	81	12.86	1.96	28.57	88.31
325,000 to 350,000	25,617,918	10.50	76	12.06	1.91	29.18	92.13
350,000 to 375,000	25,800,192	10.58	71	11.27	1.89	28.99	92.07
375,000 to 400,000	21,996,901	9.02	57	9.05	1.89	28.81	92.17
400,000 to 425,000	18,933,412	7.76	46	7.30	1.96	29.05	93.57
425,000 to 450,000	20,135,508	8.25	46	7.30	1.94	28.94	91.30
450,000 to 475,000	12,056,101	4.94	26	4.13	1.93	29.24	93.16
475,000 to 500,000	17,060,622	6.99	35	5.56	1.93	28.89	91.85
500,000 to 525,000	9,753,843	4.00	19	3.02	1.89	28.60	91.55
525,000 to 550,000	6,950,205	2.85	13	2.06	1.91	29.18	91.80
550,000 to 575,000	5,621,077	2.30	10	1.59	1.88	29.59	90.85
575,000 to 600,000	9,368,598	3.84	16	2.54	1.91	29.44	93.36
600,000 to 625,000	4,892,887	2.01	8	1.27	1.95	28.62	91.21
625,000 to 650,000	3,839,611	1.57	6	0.95	1.91	29.01	85.84
>= 650,000	9,968,517	4.09	14	2.22	1.88	28.72	94.74
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

5. Original Loan Outstanding Principal Amount

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 250,000	8,899,139	3.65	43	6.83	1.88	29.08	83.00
250,000 to 275,000	4,130,120	1.69	16	2.54	1.86	28.68	84.90
275,000 to 300,000	8,200,096	3.36	29	4.60	1.91	28.86	85.76
300,000 to 325,000	21,850,343	8.96	71	11.27	1.93	28.53	87.59
325,000 to 350,000	27,811,766	11.40	84	13.33	1.93	29.10	91.85
350,000 to 375,000	25,220,801	10.34	71	11.27	1.90	28.92	91.01
375,000 to 400,000	23,928,035	9.81	63	10.00	1.90	28.84	92.81
400,000 to 425,000	19,788,438	8.11	49	7.78	1.93	29.01	92.64
425,000 to 450,000	17,228,510	7.06	40	6.35	1.91	29.11	92.64
450,000 to 475,000	15,414,941	6.32	34	5.40	1.99	28.98	90.87
475,000 to 500,000	15,249,735	6.25	32	5.08	1.94	29.06	92.94
500,000 to 525,000	11,529,233	4.73	23	3.65	1.95	28.67	92.34
525,000 to 550,000	6,291,896	2.58	12	1.90	1.88	28.93	91.76
550,000 to 575,000	7,586,205	3.11	14	2.22	1.90	29.20	91.38
575,000 to 600,000	10,358,326	4.25	18	2.86	1.88	29.44	91.44
600,000 to 625,000	4,768,090	1.95	8	1.27	1.85	29.36	91.30
625,000 to 650,000	3,796,542	1.56	6	0.95	1.91	29.19	86.98
>= 650,000	11,871,582	4.87	17	2.70	1.93	28.35	92.88
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

6. Origination Year (Based on Loan Part Start Date)

Origination Year	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
2016	2,239,423	0.92	15	0.79	2.31	24.55	72.63
2017	5,572,233	2.28	40	2.11	2.47	26.17	83.51
2018	730,648	0.30	8	0.42	2.35	27.30	90.83
2019	2,397,678	0.98	14	0.74	2.20	28.21	90.28
2020	148,463,282	60.86	1,184	62.51	1.92	28.91	90.64
2021	84,520,533	34.65	633	33.42	1.86	29.31	92.37
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

7. Seasoning (Based on Loan Part Start Date) (In Years)

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 0.5	165,131,135	67.70	1,310	69.17	1.88	29.20	91.25
0.5 to 1	38,277,303	15.69	310	16.37	1.91	28.82	90.54
1 to 1.5	30,248,433	12.40	199	10.51	1.97	28.54	92.20
1.5 to 2	1,247,240	0.51	9	0.48	2.27	27.99	87.32
>= 2	9,019,686	3.70	66	3.48	2.41	25.96	82.30
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

8. Year of Final Maturity Date

Year of Final Maturity Date	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
2024	-	-	1	0.05	-	-	-
2025	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-
2027	6,951	0.00	1	0.05	1.29	6.67	75.11
2028	34,704	0.01	1	0.05	1.45	7.50	93.18
2029	-	-	-	-	-	-	-
2030	139,510	0.06	1	0.05	1.45	8.92	90.76
2031	48,942	0.02	1	0.05	1.70	10.50	85.91
2032	41,784	0.02	3	0.16	1.40	11.23	88.71
2033	195,357	0.08	5	0.26	1.42	12.05	73.47
2034	251,951	0.10	2	0.11	2.18	12.83	69.92
2035	651,534	0.27	4	0.21	1.72	14.31	86.85
2036	345,735	0.14	4	0.21	1.58	14.83	78.15
2037	233,889	0.10	4	0.21	1.74	16.29	93.56
2038	29,630	0.01	1	0.05	1.78	17.08	84.81
2039	130,032	0.05	1	0.05	1.88	18.67	83.77
2040	483,762	0.20	9	0.48	1.85	19.32	87.43
2041	782,017	0.32	7	0.37	1.68	19.98	91.15
2042	446,126	0.18	4	0.21	1.91	21.40	96.13
2043	416,842	0.17	7	0.37	1.85	22.06	88.21
2044	1,313,224	0.54	19	1.00	1.83	23.06	84.69
2045	3,030,277	1.24	32	1.69	1.82	24.21	84.79
2046	4,266,914	1.75	32	1.69	1.89	25.25	86.91
2047	13,263,525	5.44	106	5.60	2.13	26.14	84.88
2048	4,198,961	1.72	40	2.11	1.90	27.18	90.19
2049	6,036,741	2.47	51	2.69	1.93	28.14	91.81
2050	99,435,459	40.76	757	39.97	1.94	29.33	91.26
2051	108,139,929	44.33	801	42.29	1.88	29.84	91.86
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

9. Remaining Term (in Years)

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 25	9,353,462	3.83	112	5.91	1.79	20.94	86.22
25 to 26	7,197,044	2.95	57	3.01	2.05	25.59	83.62
26 to 27	10,474,517	4.29	85	4.49	2.09	26.32	86.10
27 to 28	4,915,301	2.02	44	2.32	1.89	27.46	91.63
28 to 29	26,312,480	10.79	177	9.35	1.97	28.77	92.52
29 to 30	179,298,885	73.51	1,369	72.28	1.91	29.67	91.52
>= 30	6,372,107	2.61	50	2.64	1.74	30.00	89.34
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

10. Original Loan to Original Market Value

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 80.00%	15,507,824	6.36	51	8.10	1.85	28.09	70.39
80.00% to 85.00%	21,269,186	8.72	56	8.89	1.86	28.70	81.94
85.00% to 90.00%	48,531,070	19.90	123	19.52	1.87	28.91	87.03
90.00% to 95.00%	49,793,023	20.41	129	20.48	1.94	28.98	91.33
95.00% to 100.00%	63,343,755	25.97	159	25.24	1.94	28.96	96.29
100.00%	41,825,226	17.15	103	16.35	1.94	29.39	98.42
> 100.00%	3,653,712	1.50	9	1.43	2.12	28.03	96.52
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

11. Current Loan to Original Market Value

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 80.00%	20,770,328	8.52	65	10.32	1.88	28.06	71.86
80.00% to 85.00%	26,529,419	10.88	70	11.11	1.88	28.73	82.92
85.00% to 90.00%	54,273,649	22.25	138	21.90	1.88	28.81	87.96
90.00% to 95.00%	52,320,082	21.45	137	21.75	1.94	28.97	92.75
95.00% to 100.00%	88,003,882	36.08	215	34.13	1.94	29.27	98.32
100.00%	1,040,000	0.43	2	0.32	1.87	28.75	100.00
> 100.00%	986,436	0.40	3	0.48	2.44	28.27	100.66
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

12. Current Loan to Indexed Market Value

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 80.00%	45,783,259	18.77	130	20.63	1.89	28.23	78.50
80.00% to 85.00%	59,604,528	24.44	156	24.76	1.91	28.81	88.92
85.00% to 90.00%	62,320,244	25.55	161	25.56	1.92	29.00	93.14
90.00% to 95.00%	43,044,508	17.65	103	16.35	1.95	29.35	97.01
95.00% to 100.00%	33,171,258	13.60	80	12.70	1.91	29.47	99.49
100.00%	-	-	-	-	-	-	-
> 100.00%	-	-	-	-	-	-	-
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

13. Loan Part Coupon (Interest Rate Bucket)

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 1.00%	-	-	20	1.06	-	-	-
1.00% to 2.00%	147,687,165	60.55	1,186	62.62	1.78	28.81	89.36
2.00% to 2.25%	88,025,788	36.09	630	33.26	2.09	29.32	93.94
2.25% to 2.50%	3,158,515	1.29	26	1.37	2.33	28.75	90.73
2.50% to 2.75%	2,103,603	0.86	14	0.74	2.65	25.82	79.55
2.75% to 3.00%	2,698,569	1.11	16	0.84	2.86	26.10	86.94
3.00% to 3.25%	250,157	0.10	2	0.11	3.02	25.75	73.97
>= 3.25%	-	-	-	-	-	-	-
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

14. Original Interest Rate Fixed Period (in Years)

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
1	2,885,809	1.18	63	3.33	1.37	28.78	93.16
2	10,443	0.00	1	0.05	1.31	25.75	73.97
3	-	-	-	-	-	-	-
5	1,130,941	0.46	14	0.74	1.33	28.55	90.10
6	59,597	0.02	1	0.05	1.40	29.75	82.21
7	340,219	0.14	6	0.32	1.43	20.62	86.86
10	24,866,851	10.19	207	10.93	1.66	28.31	91.80
12	1,762,336	0.72	17	0.90	1.71	28.19	88.67
15	5,946,566	2.44	40	2.11	1.82	26.72	90.60
20	148,210,387	60.76	1,107	58.45	1.90	28.98	90.55
30	58,710,649	24.07	438	23.13	2.14	29.40	91.47
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

15. Remaining Interest Rate Fixed Period (in Years)

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
0 to 5	4,027,192	1.65	88	4.65	1.36	28.70	92.25
5 to 6	2,028,063	0.83	14	0.74	1.91	25.79	77.11
6 to 7	2,528,642	1.04	28	1.48	1.97	25.84	82.83
7 to 8	687,125	0.28	6	0.32	2.25	26.90	100.01
8 to 9	2,661,026	1.09	15	0.79	1.65	28.63	95.08
9 to 10	17,361,810	7.12	148	7.81	1.55	28.83	93.87
10 to 11	48,942	0.02	1	0.05	1.70	10.50	85.91
11 to 12	1,924,645	0.79	17	0.90	1.82	28.45	86.04
12 to 13	173,817	0.07	1	0.05	2.54	12.75	73.18
13 to 14	229,541	0.09	1	0.05	1.78	13.83	92.12
14 to 15	5,505,775	2.26	38	2.01	1.79	27.27	91.56
15 to 16	2,115,093	0.87	14	0.74	2.79	25.83	80.76
16 to 17	1,408,938	0.58	9	0.48	2.84	26.28	87.58
17 to 18	265,688	0.11	2	0.11	2.72	27.33	83.81
18 to 19	12,467,347	5.11	77	4.07	1.90	28.25	90.59
19 to 20	131,779,504	54.02	998	52.69	1.87	29.15	90.77
20 to 21	-	-	-	-	-	-	-
21 to 22	-	-	-	-	-	-	-
22 to 23	44,242	0.02	1	0.05	2.13	22.75	99.41
23 to 24	127,464	0.05	1	0.05	2.03	23.08	84.55
24 to 25	63,853	0.03	1	0.05	2.24	24.50	99.17
25 to 26	264,644	0.11	3	0.16	2.97	25.75	74.35
26 to 27	710,309	0.29	6	0.32	2.17	26.31	92.29
27 to 28	152,342	0.06	1	0.05	2.06	27.75	78.35
28 to 29	15,010,815	6.15	98	5.17	2.15	28.89	93.05
29 to 30	42,336,979	17.36	326	17.21	2.12	29.70	91.05
>= 30	-	-	-	-	-	-	-
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

16. Interest Payment Type

Interest Payment Type	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Fixed with future periodic resets	243,923,797	100.00	1,894	100.00	1.92	28.93	90.91
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

17. Property Description

Property Description	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Residential (House, detached or semi-detached)	222,815,143	91.35	574	91.11	1.92	28.91	90.75
Residential (Flat/Apartment)	20,234,210	8.30	54	8.57	1.88	29.24	92.29
Other	874,444	0.36	2	0.32	2.07	29.33	98.27
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

18. Geographic Distribution (by Province)

Province	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Drenthe	5,414,059	2.22	18	2.86	1.89	29.31	88.85
Flevoland	4,643,647	1.90	13	2.06	1.89	28.41	88.79
Friesland	3,531,019	1.45	10	1.59	1.97	28.86	93.40
Gelderland	39,453,136	16.17	102	16.19	1.95	28.94	89.86
Groningen	4,116,184	1.69	9	1.43	1.94	29.13	93.29
Limburg	11,070,375	4.54	29	4.60	2.02	28.80	90.47
Noord-Brabant	49,423,802	20.26	129	20.48	1.94	28.76	91.37
Noord-Holland	31,001,963	12.71	76	12.06	1.88	29.22	93.62
Overijssel	12,901,155	5.29	34	5.40	1.94	28.44	88.69
Utrecht	23,129,766	9.48	61	9.68	1.87	29.17	90.00
Zeeland	3,620,196	1.48	10	1.59	1.91	28.15	89.33
Zuid-Holland	55,618,494	22.80	139	22.06	1.90	29.02	90.85
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

19. Geographic Distribution (by Economic Region)

Economic Region	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NL111 - Oost-Groningen	453,194	0.19	1	0.16	2.13	29.75	88.00
NL112 - Delfzijl en omgeving	-	-	-	-	-	-	-
NL113 - Overig Groningen	3,662,990	1.50	8	1.27	1.91	29.05	93.95
NL121 - Noord-Friesland	1,505,527	0.62	4	0.63	1.95	29.37	95.20
NL122 - Zuidwest-Friesland	326,340	0.13	1	0.16	1.90	29.75	90.65
NL123 - Zuidoost-Friesland	1,699,152	0.70	5	0.79	2.00	28.23	92.33
NL131 - Noord-Drenthe	2,259,903	0.93	7	1.11	1.81	28.91	86.63
NL132 - Zuidoost-Drenthe	2,468,477	1.01	8	1.27	2.00	29.53	92.65
NL133 - Zuidwest-Drenthe	685,679	0.28	3	0.48	1.74	29.79	82.52
NL211 - Noord-Overijssel	3,986,382	1.63	10	1.59	1.90	28.53	90.40
NL212 - Zuidwest-Overijssel	2,249,365	0.92	5	0.79	1.87	28.20	86.75
NL213 - Twente	6,665,408	2.73	19	3.02	1.99	28.46	88.32
NL221 - Veluwe	8,809,192	3.61	24	3.81	1.89	28.72	87.89
NL224 - Zuidwest-Gelderland	3,005,678	1.23	8	1.27	2.09	28.51	91.04
NL225 - Achterhoek	10,565,516	4.33	27	4.29	1.97	29.34	92.18
NL226 - Arnhem/Nijmegen	17,072,750	7.00	43	6.83	1.93	28.87	89.22
NL230 - Flevoland	4,643,647	1.90	13	2.06	1.89	28.41	88.79
NL310 - Utrecht	23,129,766	9.48	61	9.68	1.87	29.17	90.00
NL321 - Kop van Noord-Holland	3,257,971	1.34	8	1.27	1.98	28.81	95.97
NL322 - Alkmaar en omgeving	4,185,081	1.72	11	1.75	1.84	29.42	93.07
NL323 - IJmond	4,859,763	1.99	12	1.90	1.93	28.97	91.40
NL324 - Agglomeratie Haarlem	2,462,422	1.01	6	0.95	1.89	28.98	93.52
NL325 - Zaanstreek	315,907	0.13	1	0.16	1.99	29.58	92.24
NL326 - Groot-Amsterdam	10,468,098	4.29	25	3.97	1.84	29.33	94.64
NL327 - Het Gooi en Vechtstreek	5,452,722	2.24	13	2.06	1.85	29.42	92.78
NL331 - Agglomeratie Leiden en Bollenstreek	7,075,438	2.90	18	2.86	1.92	29.11	87.13
NL332 - Agglomeratie 's-Gravenhage	11,669,237	4.78	28	4.44	1.86	28.57	90.65
NL333 - Delft en Westland	3,261,200	1.34	8	1.27	1.83	29.39	91.22
NL334 - Oost-Zuid-Holland	5,529,579	2.27	13	2.06	1.94	29.41	90.87
NL335 - Groot-Rijnmond	23,982,516	9.83	61	9.68	1.89	29.00	92.26
NL336 - Zuidoost-Zuid-Holland	4,100,524	1.68	11	1.75	1.98	29.49	89.34
NL341 - Zeeuwsch-Vlaanderen	379,771	0.16	1	0.16	1.88	25.42	89.36
NL342 - Overig Zeeland	3,240,425	1.33	9	1.43	1.92	28.48	89.32
NL411 - West-Noord-Brabant	13,473,073	5.52	36	5.71	1.97	28.40	91.03
NL412 - Midden-Noord-Brabant	9,838,845	4.03	24	3.81	1.94	28.70	91.79
NL413 - Noordoost-Noord-Brabant	12,906,349	5.29	34	5.40	1.93	29.19	90.61
NL414 - Zuidoost-Noord-Brabant	13,205,535	5.41	35	5.56	1.91	28.75	92.13
NL421 - Noord-Limburg	3,095,755	1.27	7	1.11	2.01	28.86	87.60
NL422 - Midden-Limburg	3,658,464	1.50	10	1.59	1.98	28.52	91.77
NL423 - Zuid-Limburg	4,316,157	1.77	12	1.90	2.05	28.99	91.44
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

20. Construction Deposits (as a Percentage of Loan Outstanding Principal Amount)

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
0.00%	165,009,029	67.65	438	69.52	1.91	28.92	91.10
0.00% to 10.00%	45,955,305	18.84	114	18.10	1.91	28.82	90.60
10.00% to 20.00%	14,764,527	6.05	38	6.03	1.93	28.81	88.82
20.00% to 30.00%	5,442,150	2.23	13	2.06	2.03	29.35	91.63
30.00% to 35.00%	673,056	0.28	1	0.16	2.00	28.75	88.50
35.00% to 40.00%	394,097	0.16	1	0.16	2.13	29.67	87.12
>= 40.00%	11,685,633	4.79	25	3.97	1.94	29.54	91.99
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

21. Occupancy

Occupancy	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Owner-occupied	243,923,797	100.00	630	100.00	1.92	28.93	90.91
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

22. Employment Status Borrower

Employment Status	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Employed	220,229,050	90.29	565	89.68	1.92	28.93	90.94
Self-employed	13,433,959	5.51	38	6.03	1.86	28.56	89.54
Pensioner	9,881,531	4.05	26	4.13	1.82	29.49	91.98
Other	379,257	0.16	1	0.16	1.90	29.83	94.81
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

23. Loan Purpose

Loan Purpose	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Purchase	119,524,317	49.00	323	51.27	1.90	28.99	90.96
Purchase with renovation elements	106,786,243	43.78	269	42.70	1.93	28.80	90.75
Construction	17,613,237	7.22	38	6.03	1.96	29.36	91.53
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

24. Loan to Income Ratio

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 2.0	419,534	0.17	2	0.32	2.02	29.00	64.40
2.0 to 2.5	3,705,674	1.52	13	2.06	1.86	27.88	80.03
2.5 to 3.0	10,610,237	4.35	33	5.24	1.95	27.66	86.90
3.0 to 3.5	18,372,487	7.53	52	8.25	1.91	28.58	88.82
3.5 to 4.0	41,230,762	16.90	114	18.10	1.91	28.56	89.99
4.0 to 4.5	46,656,703	19.13	124	19.68	1.96	28.90	91.68
4.5 to 5.0	66,114,826	27.10	173	27.46	1.90	29.20	91.84
5.0 to 5.5	43,160,076	17.69	93	14.76	1.90	29.27	92.47
>= 5.5	13,653,497	5.60	26	4.13	1.91	29.63	91.27
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

25. Debt Service to Income Ratio

From (>=) Until (<)	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 10.00%	22,036,755	9.03	67	10.63	1.78	28.83	86.69
10.00% to 15.00%	90,787,809	37.22	247	39.21	1.89	29.00	90.02
15.00% to 20.00%	100,110,455	41.04	239	37.94	1.95	28.84	91.85
20.00% to 25.00%	30,988,778	12.70	77	12.22	1.98	29.12	93.45
25.00% to 30.00%	-	-	-	-	-	-	-
30.00% to 35.00%	-	-	-	-	-	-	-
>= 35.00%	-	-	-	-	-	-	-
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

26. Loan Payment Frequency

Payment Frequency	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Monthly	243,923,797	100.00	630	100.00	1.92	28.93	90.91
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

27. Guarantee Type

Guarantee Type	Outstanding Principal Amount (€)	% of Total	No of Loan Parts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Non-NHG Guarantee	243,923,797	100.00	1,894	100.00	1.92	28.93	90.91
Total:	**243,923,797**	**100.00**	**1,894**	**100.00**	**1.92**	**28.93**	**90.91**

28. Originator

Originator	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Venn Hypotheken	243,923,797	100.00	630	100.00	1.92	28.93	90.91
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

29. Servicer

Servicer	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Stater	243,923,797	100.00	630	100.00	1.92	28.93	90.91
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

30. Valuation Type

Valuation Type	Outstanding Principal Amount (€)	% of Total	No of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Full, internal and external inspection	226,310,560	92.78	592	93.97	1.91	28.90	90.86
Construction costs	17,613,237	7.22	38	6.03	1.96	29.36	91.53
Total:	**243,923,797**	**100.00**	**630**	**100.00**	**1.92**	**28.93**	**90.91**

WEIGHTED AVERAGE LIFE

The weighted average life of the Notes refers to the average amount of time that will elapse from the Closing Date to the date of payment of the relevant Noteholders in reduction of the Principal Amount Outstanding of such Notes and gives a sense of the behaviour of principal cash flows.

The weighted average lives of the Notes will be influenced by, among other things, the actual rates of repayment and prepayment of the Mortgage Loans and the amount of New Mortgage Receivables purchased. The weighted average lives of the Notes are subject to factors largely outside the control of the Issuer. However, calculations of the possible average lives of the Notes can be made based on certain assumptions.

The tables set forth below under the header *Weighted Average Life Tables* were prepared based on the characteristics of a portfolio of mortgage receivables, which is representative of the portfolio of Mortgage Receivables that the Seller will offer for sale to the Issuer on the Signing Date and the following additional assumptions:

(a) the first table describes the scenario in which the Seller Call Option is exercised on the First Optional Redemption Date and the second table describes the scenario in which no early redemption occurs;
(b) the aggregate of the Mortgage Loans is subject to a CPR of between 0 per cent. and 20 per cent. per annum as shown in the tables below;
(c) there is no redemption of the Notes for tax reasons;
(d) the Mortgage Receivables continue to be fully performing and there are no arrears or foreclosures, i.e. no Realised Losses;
(e) no Mortgage Receivable is sold by the Issuer;
(f) 100 per cent. of the Mortgage Receivables are purchased on the Closing Date;
(g) there is no debit balance on the Principal Deficiency Ledger on any Notes Payment Date;
(h) the Seller is not in breach of the terms of the Mortgage Receivables Purchase Agreement;
(i) no Mortgage Receivable is required to be repurchased by the Seller;
(j) no Further Advance Receivables are purchased by the Issuer;
(k) the Pre-funded Amount is EUR 0;
(l) the Outstanding Principal Amount of the Mortgage Receivables is EUR 243,923,805.38 on the initial Cut-Off Date;
(m) at the Closing Date, the Class A Notes represent approximately 91.40 per cent. of the Mortgage Receivables as of the initial Cut-Off Date;
(n) at the Closing Date, the Class B Notes represent approximately 3.00 per cent. of the Mortgage Receivables as of the initial Cut-Off Date;
(o) at the Closing Date, the Class C Notes represent approximately 2.20 per cent. of the Mortgage Receivables as of the initial Cut-Off Date;
(p) at the Closing Date, the Class D Notes represent approximately 3.40 per cent. of the Mortgage Receivables as of the initial Cut-Off Date;
(q) the Notes are issued on the Closing date and the first Notes Payment Date is on 25 November 2021;
(r) all the payments on the Notes are received on the 25th day of February, May, August and November commencing from the first Notes Payment Date. If the 25th day falls on a Saturday or Sunday, the payment on the Notes will be made on the following weekday;
(s) Euribor remains constant at 0.0 per cent.;
(t) the interest rate of Mortgage Receivables is assumed to be equal to their current interest rate (as of the initial Cut-Off Date) until their maturity;
(u) the Final Maturity Date of the Notes is the Notes Payment Date falling in November 2056;
(v) the weighted average lives have been calculated on an 30/360 basis;
(w) the weighted average lives have been modelled on the Outstanding Principal Amount of the Mortgage Receivables including any Construction Deposits (i.e. it is assumed that the Construction Deposits are fully drawn on the initial Cut-Off Date);
(x) Mortgage Loans which are repaid in full are assumed to be repaid on the first day of the Mortgage Calculation Period;
(y) the Notes will be redeemed in accordance with the Conditions;
(z) no Security has been enforced;
(aa) no Enforcement Notice has been served and no Event of Default has occurred;
(bb) no Mortgage Loan has or will be in breach of any Mortgage Loan Criteria;

(cc) the structure incorporates senior and servicing (for the performance of the Mortgage Loan Services) fees of 0.15 per cent. per annum of the Outstanding Principal Amount of the Mortgage Receivables at close of business on the immediately preceding Notes Payment Date;
(dd) the structure incorporates a fee to the Servicer (for the performance of the Portfolio Services) of 0.10 per cent per annum of the Outstanding Principal Amount of the Mortgage Receivables at close of business on the immediately preceding Notes Payment Date;
(ee) the Closing Date is on 8 June 2021;
(ff) the structure incorporates a Swap Fixed Rate of 0.563% per cent per annum; and
(gg) certain assumptions were made in relation to the Interest Rates payable on the Notes.

The actual characteristics and performance of the Mortgage Loans are likely to differ from the assumptions. The CPR figures do not purport to be either a historical description of the prepayment experience of any pool of mortgage loans or a prediction of the expected rate of prepayment of any mortgage loans, including the Mortgage Loans.

The numerical information set out below under the header *Weighted Average Life Tables* are hypothetical in nature and are provided only to give a general sense of how the principal cash flows might behave under varying prepayment scenarios. For example, it is not expected that the Mortgage Loans will prepay at a constant rate until maturity, that all of the Mortgage Loans will prepay at the same rate or that there will be no defaults or delinquencies on the Mortgage Loans. Moreover, the diverse remaining terms to maturity and mortgage rates of the Mortgage Receivables could produce slower or faster principal distributions than indicated in the tables at the various percentages of CPR specified. Any difference between such assumptions and the actual characteristics and performance of the Mortgage Loans, or actual prepayment or loss experience, will affect the percentage of the initial amount outstanding of the Notes which are outstanding over time and cause the weighted average lives of the Notes to differ (which difference could be material) from the corresponding information in the tables for each indicated percentage CPR.

Weighted Average Life Tables

Hypothetical weighted average lives of the Notes (in years) – With early redemption on the First Optional Redemption Date

Class of Notes	0.0 % CPR	5.0 % CPR	10.0 % CPR	15.0 % CPR	20.0 % CPR
Class A Notes	4.30	3.84	3.43	3.05	2.71
Class B Notes	4.46	4.46	4.46	4.46	4.46
Class C Notes	4.46	4.46	4.46	4.46	4.46
Class D Notes	4.46	4.46	4.46	4.46	4.46

Hypothetical weighted average lives of the Notes (in years) – Without early redemption

Class of Notes	0.0 % CPR	5.0 % CPR	10.0 % CPR	15.0 % CPR	20.0 % CPR
Class A Notes	20.39	10.50	6.32	4.43	3.37
Class B Notes	29.96	29.40	20.53	14.57	11.08
Class C Notes	29.96	29.85	23.66	16.95	12.92
Class D Notes	30.02	29.96	26.77	19.55	14.90

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, other than any Bridge Loan Parts) are secured by a first-ranking or, as the case may be, a first and sequentially lower ranking, mortgage right. 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. See Section 2 (*Risk Factors - Risk that the All Moneys Security Rights will not follow the Mortgage Receivables upon assignment to the Issuer*).

Mortgage Loan Types

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

(a) Linear Mortgage Loans (*lineaire hypotheken*);
(b) Annuity Mortgage Loans (*annuïteiten hypotheken*);
(c) Interest-only Mortgage Loans (*aflossingsvrije hypotheken*); and
(d) Mortgage Loans which combine any of the above mentioned types of mortgage loans.

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. For the purpose of the foregoing statement the Issuer and the Seller rely on the EBA Guidelines on the STS criteria for non-ABCP securitisation, which indicate that interest-only residential mortgages are not intended to be excluded from the Securitisation Regulation.

For a description of the representations and warranties given by the Seller, reference is made to Section 7.2 (*Representation and Warranties*).

Mortgage Loan Type	**Description**
Linear Mortgage Loans:	A portion of the Mortgage Loans will be in the form of Linear Mortgage Loans. Under a Linear Mortgage Loan, the Borrower pays a fixed amount of principal each month towards redemption of the Mortgage Loan (or relevant part thereof) until maturity. The Borrower's payment obligation decreases with each instalment as interest owed under such Mortgage Loan declines over time.
Annuity Mortgage Loans:	A portion of the Mortgage Loans will be in the form of Annuity Mortgage Loans. Under an Annuity Mortgage Loan the Borrower pays a fixed monthly instalment, 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 (or relevant part thereof) will be fully redeemed at the end of its term.
Interest-only Mortgage Loans:	A portion of the Mortgage Loans will be in the form of Interest-only Mortgage Loans. Under an Interest-only Mortgage Loan, the Borrower is not required to repay principal until maturity. Interest is payable monthly and is calculated on the outstanding balance of the Mortgage Loan (or relevant part thereof). Interest-only Mortgage Loans may have been granted up to an amount equal to 50 per cent. of the Market Value of the Mortgaged Asset at origination.

6.3 ORIGINATION AND SERVICING

6.3.1 Venn Hypotheken's Origination Process

This section gives an overview of the current end-to-end origination process for mortgage loans offered by Venn Hypotheken B.V. (**Venn Hypotheken**), including the outlined responsibilities of each party involved, such as independent financial advisors, Stater Nederland N.V. (**Stater**) and HypoCasso B.V. (**HypoCasso**).

6.3.2 Independent intermediaries

Venn Hypotheken distributes its mortgage loans exclusively through a network of professional (Dutch) independent financial advisors. Under the current legal framework (the Dutch Financial Services Act and related regulation) these financial advisors are paid by their clients (which are Venn Hypotheken's potential borrowers) and must hold and maintain a license from the competent Dutch regulator (the Authoriteit Financiële Markten – AFM). Lenders are not allowed to pay any inducement to the independent financial advisors. Financial advice is a condition for a potential borrower to apply for a Venn Hypotheken mortgage loan. It is Venn Hypotheken's strategy and policy not to accept execution-only loan applications.

Financial advisors can either be part of an organised network (franchise formula) or operate as a stand-alone entity. Most often the latter type has access to the Venn Hypotheken mortgage loan offering through membership of one of the service organisations which act as a regional application handling centre and administrative/compliance aid to Venn Hypotheken. Currently, Venn Hypotheken cooperates with a total of approximately 3,500 independent financial advisors (including franchisees of a franchise formula) throughout the Netherlands. Venn Hypotheken assures that intermediaries are provided with all necessary information (*inter alia* underwriting manual, brochures, general terms and conditions to the loans) so that they can inform consumers correctly on the Venn Hypotheken products and services.

Within Venn Hypotheken, the Distribution Manager is responsible for maintaining the relationship with the intermediaries. Based on Venn Hypotheken's distribution policy the Distribution Manager can select new financial advisors, set conditions to either join or leave the network. Under the distribution policy Venn Hypotheken operates a set of conditions precedent to access its distribution network, a quality assurance monitoring framework as well as events and conditions that can lead to the exit from the network.

6.3.3 Stater Nederland B.V.

Stater is the leading service provider for the Dutch mortgage market. Stater provides activities consisting of mortgage payment transactions and ancillary activities with regard to a total of more than EUR 268 billion, or approximately 1.3 million mortgage loans. In the Netherlands, Stater has a market share of about 40 per cent (as at 31 December 2020).

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

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

In April 2021, credit rating agency Fitch Ratings again assigned Stater a Residential Primary Servicer Rating of 'RPS1-'. With this rating, which Stater received for its role as "primary servicer", Stater is the top scoring service provider in Europe for mortgage services. Ratings are awarded on a scale from 1 to 5, with 1 being the highest possible ranking. Each year Stater's external auditor (currently EY) issues a ISAE 3402 Type II assurance report on internal processes at Stater. For the purpose of this report, Stater requests EY to test the design, existence and functioning of the defined control measures for the January 1st to 31st October reporting period, complemented with a bridging letter to cover November and December.

Stater is a 100 per cent. subsidiary of Stater N.V., of which 75% of the shares are held by Infosys Consulting Pte. Ltd. and 25% of the shares are held by ABN AMRO Bank N.V.

6.3.4 Venn Hypotheken and Stater Nederland B.V.

In order to support its mortgage origination and servicing process, Venn Hypotheken and Stater have entered into an agreement, including a service levels, a governance framework and personal data processing provisions. The scope

of the Stater services is MCD compliant mortgage loan offering, underwriting, lending and servicing process, including loan draw down and monthly collection processes. For this purpose, Stater is authorised to use the Stichting Derdengelden Venn Hypotheken collection foundation bank account, and for giving the civil law notary instructions.

6.3.5 Mortgage offering process

The financial advisor initiates the mortgage loan (non-binding) loan proposal process after a client has opted for Venn Hypotheken as the lender. The financial advisor should have all consumer brochures on the Venn Hypotheken products as well as an extensive manual outlining Venn Hypotheken's underwriting criteria, conditions and application forms. The financial advisor enters the loan application (or change) data and transfers this on to Stater in electronic form via the *Hypotheken Data Netwerk*, ("HDN"). Applications are in general processed within 1 business day. The Stater *Estate* origination system performs acceptance checks automatically on the basis of Venn Hypotheken's underwriting criteria, the general conditions to the mortgage loans as well as any relevant regulation (such as the Code of Conduct). Credit history checks with the BKR (a public credit registry of persons with adverse credit history) and fraud detection checks via Venn Hypotheken's Fraud Prevention System (FPS), External Referral Application (*Externe Verwijzings Applicatie*, EVA) and Foundation Anti-Fraud Mortgages (*Stichting Fraudebestrijding Hypotheken*, SFH) are automatically performed and the applicant's credit status is checked in a number of countries to find out whether the applicant has (had) any current or recent credit payment problems, to identify fraud cases and possession of other properties. Furthermore, checks as to whether an applicant is a Politically Exposed Person (PEP) are undertaken. If the Stater *Estate* system gives a 'stop' advice (i.e. if one or more of the underwriting criteria is not satisfied) the application will be individually assessed by Venn Hypotheken itself. At Venn Hypotheken operates a team of senior underwriting experts; they will assess whether the failure to satisfy all the underwriting criteria is material and whether the loan entails an increased risk, and if so, whether this risk is acceptable. If the Venn Hypotheken underwriter decides to overrule the system, with or without demanding any additional requirements for the loan application, he/she must provide a written explanation for doing so and record that explanation in *Estate*. This overrule authority is governed by an authorisation framework which describes under which conditions underwriters with different seniority may decide independently or need a second decision from a more senior underwriter. Ultimately, the loan application may be submitted to Venn Hypotheken's management board.

Upon approval of the loan application, Stater (on behalf of Venn Hypotheken) will send a non-binding loan proposal for the mortgage loan to the independent financial advisor, containing the applicable interest conditions. The validity of this non-binding offer expires after 4 months, extendable upon the borrower's request with another 2 months. This means that the loan must be closed (the notary deed signed) within 4 (or 6) months counting from the loan application date. The effective granting of the loan is then still subject to the receipt of all required documents and formal underwriting. All relevant documents received by Stater are checked and immediately scanned into an electronic file in the system HYARCHIS. After final underwriting, Stater (on behalf of Venn Hypotheken) will send the binding loan offer to the independent financial advisor. In order for the final proposal to be valid, the client has to accept, sign and return the final proposal to Stater. As soon as this is received, Stater will inform the civil law notary by sending instructions on drafting of the mortgage loan deed. Subsequently, the civil law notary confirms the transfer date to Stater and entering this date into the Stater *Estate* system alerts Stater that it should transfer the amount of the mortgage loan by debiting the account of Venn Hypotheken to an escrow account of the civil law notary. This account is used temporarily until the legal transfer of the collateral has been executed. After the transaction is finalised, the civil law notary will send all relevant documents (such as the mortgage deed) to Stater. Stater will execute a sanity check and will scan the documents into the electronic file. After completion of this filing, Stater will enter the mortgage loan into the Stater loan servicing system (*SHS*). From this moment onwards the status of the mortgage loan is under management.

6.3.6 Underwriting criteria

The underwriting criteria of Venn Hypotheken are incorporated in the Stater mortgage underwriting system. If Venn Hypotheken changes the criteria, Stater is ordered to update the underwriting criteria in the Stater mortgage underwriting system. The most important criteria in relation to the borrower, the collateral and the loan terms and conditions are explained below.

6.3.7 Code of Conduct and the Mortgage Credit Directive

The mortgage Code of Conduct (*Gedragscode Hypothecaire Financieringen*) by the Dutch Association of Banks (*Nederlandse Vereniging van Banken*) is applicable for all mortgage loans originated by Venn Hypotheken. The Code of Conduct is updated from time to time (the last update was implemented on 1st August 2020).

From 1 January 2013 the Dutch Government introduced a temporary mortgage loan act (*Tijdelijke Regeling Hypothecair Krediet*). In the case of conflicts with the provisions of the Code of Conduct of August 2011, as amended from time to time, this regulation will supersede the Code of Conduct.

Other important changes to regulation that affects mortgages as from 1 January 2013 are that for new mortgage loans originated after this date interest deductibility from taxable income is only available if the mortgage loan amortises over 30 years or less on at least an annuity basis.

The Mortgage Credit Directive (**MCD**) has entered into force on 21 March 2014 and has been implemented in the Netherlands in the Dutch Financial Supervision Act (*Wet financieel toezicht*) and the Dutch Civil Code with effect from 14 July 2016. The objectives of the MCD are to achieve a more consistent mortgage credit underwriting procedure within Europe and to enhance consumer protection. The mandatory pre-contractual information to be included in the European Standard Information Sheet (ESIS) replaces pre-contractual information leaflets that were required to be made available based on previous laws and regulations. The ESIS presents pre-contractual information about mortgage credits in a standardised way, to enable consumers to compare different offers of mortgage loan providers, which – In respect of credit agreements concluded after 30 June 2018 – also contains information on the benchmark as defined in the Benchmarks Regulation (being Euribor) and contains reference to the registration of the administrator of the benchmark and the potential implications for the consumer. Euribor is currently administered by EMMI. Furthermore, the creditworthiness assessment of the consumer takes place before the final proposal is made to the client. Pursuant to Dutch law offers made to consumers will remain to be binding to the offeror for a minimum period of 14 calendar days. The provisions of Title 2b of the Dutch Civil Code implementing the MCD apply for any mortgage credits entered into from 14 July 2016 and do not impact agreements entered into prior to that date. Part of the provisions included in the Wft implementing the MCD may also apply to mortgage credit agreements concluded prior to 14 July 2016, this is subject of debate in Dutch legal proceedings.

6.3.8 The Collateral

The collateral must in all cases meet the following requirements:

- it is located within the Netherlands;
- the borrowers must own and occupy the property at or around the day that the loan is granted;

Collateral types excluded from financing by Venn Hypotheken:

(a) commercial property (any property with value of the commercial part > 25% of its market value)
(b) Industrial property
(c) rental property
(d) offices
(e) holiday homes
(f) caravans
(g) houseboats
(h) multi-family property
(i) property officially declared uninhabitable ("*onbewoonbaar verklaard pand*")
(j) property owned by a co-operative legal entity ("*coöperatie*")
(k) property for which the local authorities are considering a demolition order ("*sloop/handhavenafweging*")
(l) property situated on (potentially) polluted land
(m) any other real estate which is by nature, size or finishing not fit to be used as residential property
(n) a "*noodwoning*"
(o) serviceflats
(p) farmhouses, unless they have no agricultural function.

6.3.9 Borrower

The borrower must be a natural person of at least 18 years old and must have full legal capacity. If the mortgage loan is applied for by 2 persons or the mortgaged asset is owned by 2 persons, they are both jointly and severally liable for the loan and must both sign the mortgage deed.

The borrowers' identity is registered and verified in full compliance with AML regulation (Dutch *Wwft)* and other elements of Venn Hypotheken's CDD/KYC policy. These include checks in Bureau Krediet Registratie (BKR): the

identity verification system (*Verificatie Informatie Systeem*; VIS), PEP check, Sanctions and EU-lists as well as a check with the mortgage industry's fraud alert system.

Conditions with respect to professional occupation of the borrowers may apply; applicants working in certain economic sectors, either as an employee or as a business owner may be excluded from borrowing at Venn Hypotheken.

6.3.10 Borrower income and affordability check

Venn Hypotheken requires stable borrower income, either from permanent or temporary labour contracts, or as a self-employed person (or liberal profession). Only stable (high certainty) extras are accepted as components of the reference income. Distinction is also made between permanent and flexible employment. In the latter case, the income is determined as the average income over the past 3 years and the applicable income is maximised to the income received during the last year.

For self-employed applicants, the underwriting policy requires at least 3 years business history (with official financial statements) and sufficient profitability, good liquidity and positive equity. Their reference income is a weighted average income (with the most recent income according to the financial statements weighting 3 times, n-1 twice and n-2 one time). Their income is checked and certified by external experts accredited by Venn Hypotheken. These experts use agreed upon methodology to determine the applicants' income. Quality checks are conducted on a regular basis.

In the case of double-income households, the income of both partners can be counted in full to determine the total reference income, but the applicable income ratio (see below) is limited to the ratio for the highest income plus part of the lowest income (90% in 2021).

The loan amount is capped by the outcome of the mandatory affordability test. Under this test, Venn Hypotheken calculates the monthly debt service calculated on the basis of an annuity loan with the proposed mortgage loan interest rate. A floor may be applicable for loans with interest reset periods shorter than 10 years (in such case a government published reference rate must be used). The monthly payment thus calculated must not exceed a percentage of the applicants' total reference income. This (maximum) income ratio is proposed every year by NIBUD (*Nationaal Instituut voor Budgetvoorlichting*) and set as part of the temporary mortgage loan act by the government. Also, in case of energy saving investments in the collateral property, a portion of the loan may be disregarded to conduct the affordability test (this is in line with current Dutch regulation).

Applicants must also have a sound credit history. A check on credit history is always carried out through the BKR. The standard policy of Venn Hypotheken is to deny an application if the BKR check shows that the potential borrower is in currently in arrears on any of the financial obligations that are monitored by the BKR. Under specific circumstances an exception is allowed; these circumstances and conditions are described in the underwriting manual.

6.3.11 Mortgage Loan amount

The minimum principal sums of the mortgage loan (which may consist of different parts) are EUR 75,000 for the initial mortgage loan and EUR 10,000,- for further advances. The maximum principal sums of the mortgage loan (which may consist of different parts) are EUR 1,000,000 for the initial mortgage loan.

The maximum loan amount is currently 100 per cent. of the market value of the collateral, provided, however, that under specific circumstances e.g. financing of energy-saving measures the maximum loan amount may be up to 6 per cent. higher.

The maximum percentage of an (optional) Interest-only loan part is 50% of the market value of the collateral property. In the case of a further advance, the new loan part is added to the existing loan. The new loan part is subject to the current interest rate and the entire loan will be subject to repricing to reflect the loan to market value post further advance.

6.3.12 Documents to be provided by the borrower

Valuation Report

The borrower needs to provide Venn Hypotheken with an original valuation report, which must not be older than 6 months on the day of the issuance of the binding loan offer. The valuation must be done by a certified appraiser (certified by NRVT, being the national membership register for appraisers), who is not in any way involved in the sale of the property or the financing of the mortgage loan. The valuation itself must be validated by an independent validation

institution that is connected with the NRVT (*Nederlands Register Vastgoed Taxateurs*). The absence of a recent valuation report is only permitted in the case of a mortgage loan on a newly built property. Borrowers may be exempt from presenting a valuation report if the loan to market value does not exceed 80%; in such case Venn Hypotheken also accepts the most recent municipal valuation report (*WOZ-beschikking*).

Other Documents
In addition to the income data (which is an employer's certificate in generally accepted form and a recent salary slip) and the valuation report as described above, the applicant shall provide Venn Hypotheken with a copy of the sale contract or the combined purchase agreement, building contract and, if applicable, proof of own funds used in the purchase.

Comply or Explain
In exceptional cases it is allowed not to comply fully with the Code of Conduct and/or the temporary mortgage loan act. In these cases the Code of Conduct or temporary mortgage loan act requires an explanation. The Code of Conduct and/or the temporary mortgage loan act only allow for the giving of explanations in certain predetermined situations. The applicant has to provide Venn Hypotheken with documents to justify the giving of an explanation.

6.3.13 Venn Hypotheken's collection and servicing processes
Computer systems
The Stater mortgage servicing system (*SHS*) is the key computer system in the servicing activities of Venn Hypotheken, complemented by HYARCHIS.

Stater Hypotheek Systeem (SHS)
The SHS is the key loan administration application operated by Stater. Each individual loan is administered in SHS; the system created to monthly collection tapes, processes the collections, assures correct and up to date financial administration and reporting. The SHS is updated and upgraded regularly through multiple new releases per year. Changes in relevant legislation are, if necessary, incorporated in the SHS.

HYARCHIS
HYARCHIS is the application for the scanning and imaging of all relevant documents regarding mortgage loans. All documents (regarding origination as well as servicing) are scanned into HYARCHIS.

Back-up facilities and security of the Stater mortgage system
Stater operates two IT-sites which allow duplication of all data on a near real-time basis.

Powercurve
Powercurve is a workflow system used by HypoCasso, the 100% subsidiary of Stater in charge of arrears, delinquency and default management.

Cash flows and bank accounts
Venn Hypotheken's mortgage activities cause certain cash flows between Venn Hypotheken, notaries, borrowers and investors, including several special purpose entities.

Venn Hypotheken provides the funding for the mortgage loans. For this purpose, Venn Hypotheken deposits funds in a bank account. The same account is used as a collection account in which amounts related to interest, prepayments, instalments or principal are paid. Venn Hypotheken has authorised Stater to manage the account and execute the relevant payments on its behalf. In order to exclude any funds on or transiting through this bank account from Venn Hypotheken's estate in case of bankruptcy or other incapacity to pay, it is for the benefit of Venn Hypotheken's investors pledged to the collection foundation Stichting Derdengelden Venn Hypotheken.

Regular payments via direct debit
All regular collections are done through direct debit only. Approximately the 22nd day of each month, Stater delivers direct debit instructions via Secure FTP to Equens, after which the amount payable is debited from the borrower's account 2 business days before the end of the month. The monthly processing of the direct debits in SHS by Stater takes place no later than the first weekend of the subsequent month.

6.3.14 Venn Hypotheken's arrears and default management

Venn Hypotheken's arrears and default management process focuses on detecting/contacting borrowers at the very early stages of payment difficulties (ideally, potential difficulties). Venn Hypotheken has outsourced operational aspects of the arrears, delinquency and default management to HypoCasso a 100% subsidiary of Stater. HypoCasso's recovery specialists maintain contact with the borrower, propose what route should be followed and mitigate the risk by applying an appropriate intervention like making payment arrangements with clients and maintain contact with bailiffs, etc.

Credit decisions like formally declaring the borrower in default (and report to the BKR) or selling the mortgaged asset need prior approval from Venn Hypotheken. Also, payment arrangement outside the agreed upon margins must be submitted to Venn Hypotheken for prior approval.

Actions and timeline in case of a missed payment
If, after the monthly processing Stater identifies any borrowers who have failed to pay a monthly interest/instalment which leads to an arrear it will automatically provide this information to HypoCasso. HypoCasso will automatically send a reminder 1 day after detection of such arrear to the borrower. 5 days after the first arrear HypoCasso will send another reminder to the borrower. If the borrower continues to fail to settle the arrear, another reminder is sent 15 days after the first arrear.

Depending on circumstances, but generally after 1 month of the first arrear HypoCasso will try to contact the borrower by phone. Contacting the borrower by phone is an effective way to find out the reason of non-payment and to investigate the possibilities of making arrangements to repay the arrears. Stater will also start calculating default interest penalties. In some cases, a recovery agent visits the borrower to get a better borrower insight. Focus in this case will be on finding out the possibilities of making arrangements with the borrower to repay arrears and/or to minimise losses and to assess the value of the mortgaged asset. At this stage, the loan is classified to be in *Early* stage of the arrears, delinquency and default management process. Typically, after any amount remains unpaid for more than this 30 day period, and no progress is made, then the loan will hit the *Late* stage. If and when 90+ in arrears, the status *Loss Mitigation* is hit. For each status HypoCasso has dedicated teams and appropriate processes with each set having predefined targets in terms of solutions and recovery strategy.

Default and forbearance measures
HypoCasso has a process in place to flag and report the default of a borrower when this borrower is past due more than 90 days on its obligations under the mortgage loan. The minimum selling price of the mortgaged asset, which is an independent best estimate valuation of the current market value of the mortgaged asset, will be set for the mortgaged asset any time between the loan being declared in default and the commencement of the foreclosure process.

Venn Hypotheken may instruct HypoCasso to propose a limited number of forbearance measures to cure the arrears, prevent potential future losses and leave the borrower in the house as long as practically possible:

- Payment postponement, which allows a borrower who faces (potential) difficulties, to postpone both interest and principal payments for a limited period of time of more than 30 days. After this limited period, the borrower pays the interest and/or principal payment postponed during such period at once. If this is not possible a payment arrangement or one (or a combination) of the measures set forth below can be considered;
- Payment arrangement, which allows a borrower who faces (potential) difficulties, to repay the amount that is in arrear in multiple pre-agreed instalments;

An investigation is also done to find effective interventions for borrowers who are repeatedly in arrears for a short period of time with the goal to structurally restore their financial problems.

In cases where the borrower is able to pay but does not cooperate, HypoCasso may instruct a bailiff to try to contact the borrower and establish wage garnishment (*loonbeslag*).

Policy relating to COVID-19 payment postponements
The COVID-19 Pandemic and the subsequent lockdown measures taken in the Netherlands have an impact on the income generation of both businesses and private individuals. Therefore, mortgage providers are offering or have been offering solutions to their borrowers facing difficulties to pay amounts due under the mortgage loans.

Venn Hypotheken has also adopted appropriate measures to support borrowers who are exposed to severe income shocks due to COVID-19 and causing (potential) payment difficulties. These measures allow borrowers to apply at their own initiative and under certain conditions for a three-months payment holiday on their mortgage loan. Upon first borrower contact, dedicated staff at Venn Hypotheken (not HypoCasso) initiate a conversation with the borrower in order to understand and assess whether the income shortfall is a direct result of the COVID-19 Pandemic, and whether government aid is insufficient for the borrower and there being no other financial buffers available to continue timely payment of principal and interest under the loan, and whether the payment difficulties are expected to be only temporary, e.g. that after the expiration of the 3-month payment holiday the borrower would be able to resume full and timely payment. Venn Hypotheken decides on an individual basis whether the criteria are met and whether the payment holiday could be provided. Borrowers can now apply for such payment postponement until 30 June 2021.

If the initial term of the payment holiday (three months) is insufficient but the overall income forecast looks positive Venn Hypotheken may decide on an individual basis if a 3-month extension could be provided.

All payments that were postponed during the payment holiday remain due and will have to be repaid by the borrower. By definition, this repayment must take place under an arrangement which is settled between the borrower and Venn Hypotheken at the expiration date of the payment holiday. Venn Hypotheken and the borrowers typically agree terms of 3 to 8 months to fully redeem the arrears caused by the payment holiday. In exceptional cases the loan may be restructured, whereby postponed amounts are converted into an additional loan part which is repayable over a maximum period of 5 years. During the payment holiday period lenders must not charge late payment penalties on arrears linked to COVID-19.

If at the end of the term of the payment holiday the borrower is (still) unable to resume payment of the regular instalments on the mortgage loan due to structural payment difficulties, then HypoCasso's regular arrears and default management takes over and standard processes and timelines are again applied.

6.3.15 Foreclosure process

Should none of the efforts to cure the arrear and prevent selling of the mortgaged asset be successful, HypoCasso (on behalf of Venn Hypotheken) will formally (by registered mail) put the borrower in default and invite the borrower to immediately repay the loan (and any and all other amounts due) in full. If no payment is received within 30 days, the procedure to repossess and sell the property will be started. During this crucial phase HypoCasso staff will continuously (attempt to) stay in contact with the borrower. The purpose is to explore each and every way to avoid foreclosure and sale of the property. If the latter turns out to be the only valid solution, and for the sake of avoiding losses for Venn Hypotheken and post foreclosure claims for the borrower, HypoCasso will always try to organize a private sale rather than an auction. Therefore, HypoCasso will invite the borrower to sign a power of attorney so that HypoCasso can undertake the necessary steps in the event the borrower would not fully co-operate.

In the rather exceptional case of an auction, the civil law notary can make a last effort to reach a settlement with the borrower. If the civil law notary is not successful, the public auction proceedings are initiated and Venn Hypotheken or the civil law notary, on behalf of Venn Hypotheken, starts enforcing any other collateral (including, but not limited to, the rights of any pledge granted by the relevant borrower as security for its payment obligations towards Venn Hypotheken). Prior to this auction, the civil law notary will place an auction advertisement, inviting interested parties to deposit a private bid in writing at the offices of the civil law notary. In a number of cases at least one of these bids will cover the entire amount owing to Venn Hypotheken. However, the bid must reflect a realistic market price. The preliminary relief judge will decide whether or not the private sale can be approved. If no acceptable bid is received in response to the auction advertisement, public auction proceedings will be started.

At any time during the foreclosure process (and also prior to this stage), depending on the willingness of the borrower to resolve the situation, HypoCasso can reach an agreement with the borrower (and ask Venn Hypotheken for validation) on a payment arrangement.

6.3.16 Management of post foreclosure claims

After any and all the collateral has been executed, beneficiary rights have been exercised and guarantees have been collected, it is established whether there is still any remaining deficit.

If so, Venn Hypotheken notifies the borrower of the deficit, as he will remain liable for the payment of this post foreclosure claim. First Venn Hypotheken will try, in cooperation with the borrower, to make payment arrangements to

reduce the deficit. If this attempt fails, Venn Hypotheken will seek help from a bailiff, or a firm specialised in collecting this kind of debt to use all his efforts and all the legal means at his disposal to get as much as possible of the claim paid by or on behalf of the borrower. One of the possibilities at the bailiff's disposal is attachment of income. In addition to the attachment of current income, in the Netherlands it is also possible to attach all future income of a natural person above the minimum subsistence level applicable to that person.

6.3.17 Data on static and dynamic historical default and loss performance

The tables set forth below provide data on 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 any auditor. 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.

Arrears

The following table shows the arrears for mortgage receivables originated and serviced by Venn Hypotheken.

	Outstanding Balance Loans in Arrears (% of Total Outstanding Balance Loans)					
Month	**Total Outstanding Balance**	**0 to 1 month in arrears**	**1 to 2 months in arrears**	**2 to 3 months in arrears**	**3+ months in arrears**	**6+ months in arrears**
May-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Jun-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Jul-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Aug-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Sep-16	0.873%	0.873%	0.000%	0.000%	0.000%	0.000%
Oct-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Nov-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Dec-16	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Jan-17	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Feb-17	0.387%	0.387%	0.000%	0.000%	0.000%	0.000%
Mar-17	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Apr-17	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
May-17	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Jun-17	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Jul-17	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Aug-17	0.270%	0.270%	0.000%	0.000%	0.000%	0.000%
Sep-17	0.174%	0.174%	0.000%	0.000%	0.000%	0.000%
Oct-17	0.467%	0.467%	0.000%	0.000%	0.000%	0.000%
Nov-17	0.443%	0.377%	0.066%	0.000%	0.000%	0.000%
Dec-17	0.432%	0.299%	0.071%	0.063%	0.000%	0.000%
Jan-18	0.287%	0.226%	0.061%	0.000%	0.000%	0.000%
Feb-18	0.506%	0.446%	0.060%	0.000%	0.000%	0.000%
Mar-18	0.342%	0.342%	0.000%	0.000%	0.000%	0.000%
Apr-18	0.412%	0.286%	0.126%	0.000%	0.000%	0.000%
May-18	0.358%	0.358%	0.000%	0.000%	0.000%	0.000%
Jun-18	0.158%	0.158%	0.000%	0.000%	0.000%	0.000%
Jul-18	0.173%	0.173%	0.000%	0.000%	0.000%	0.000%
Aug-18	0.367%	0.271%	0.096%	0.000%	0.000%	0.000%

Sep-18	0.254%	0.254%	0.000%	0.000%	0.000%	0.000%
Oct-18	0.203%	0.165%	0.038%	0.000%	0.000%	0.000%
Nov-18	0.238%	0.152%	0.086%	0.000%	0.000%	0.000%
Dec-18	0.494%	0.410%	0.083%	0.000%	0.000%	0.000%
Jan-19	0.383%	0.261%	0.088%	0.034%	0.000%	0.000%
Feb-19	0.259%	0.142%	0.073%	0.043%	0.000%	0.000%
Mar-19	0.369%	0.289%	0.039%	0.041%	0.000%	0.000%
Apr-19	0.387%	0.280%	0.067%	0.039%	0.000%	0.000%
May-19	0.203%	0.150%	0.036%	0.018%	0.000%	0.000%
Jun-19	0.197%	0.145%	0.034%	0.000%	0.017%	0.000%
Jul-19	0.320%	0.271%	0.033%	0.000%	0.017%	0.000%
Aug-19	0.215%	0.136%	0.000%	0.078%	0.000%	0.000%
Sep-19	0.256%	0.195%	0.000%	0.031%	0.030%	0.000%
Oct-19	0.345%	0.292%	0.053%	0.000%	0.000%	0.000%
Nov-19	0.389%	0.338%	0.028%	0.023%	0.000%	0.000%
Dec-19	0.401%	0.350%	0.027%	0.000%	0.023%	0.000%
Jan-20	0.259%	0.211%	0.026%	0.022%	0.000%	0.000%
Feb-20	0.234%	0.187%	0.022%	0.026%	0.000%	0.000%
Mar-20	0.340%	0.294%	0.000%	0.021%	0.025%	0.000%
Apr-20	0.409%	0.294%	0.069%	0.021%	0.025%	0.000%
May-20	0.674%	0.325%	0.202%	0.123%	0.024%	0.000%
Jun-20	0.601%	0.304%	0.084%	0.147%	0.066%	0.000%
Jul-20	0.728%	0.497%	0.065%	0.125%	0.041%	0.000%
Aug-20	0.655%	0.357%	0.090%	0.147%	0.061%	0.000%
Sep-20	0.487%	0.280%	0.033%	0.086%	0.066%	0.022%
Oct-20	0.503%	0.274%	0.127%	0.062%	0.019%	0.022%
Nov-20	0.593%	0.409%	0.125%	0.018%	0.019%	0.021%
Dec-20	0.621%	0.488%	0.095%	0.000%	0.018%	0.021%
Jan-21	0.562%	0.432%	0.093%	0.000%	0.017%	0.020%
Feb-21	0.536%	0.373%	0.111%	0.016%	0.017%	0.019%
Mar-21	0.652%	0.550%	0.068%	0.000%	0.016%	0.019%
Apr-21	0.682%	0.557%	0.111%	0.000%	0.015%	0.000%

Dynamic losses

The following table shows the dynamic losses for mortgage receivables originated and serviced by Venn Hypotheken.

	Losses in % of portfolio	
Year losses incurred	**Loss**	**Recovery Rate**
2016	0.00%	N/A
2017	0.00%	N/A
2018	0.00%	N/A
2019	0.00%	N/A
2020	0.00%	100.00%

Note: Loss: Amount due at foreclosure -/- proceeds from foreclosure

Cumulative losses

The following table shows the static cumulative losses for mortgage receivables originated and serviced by Venn Hypotheken.

	Cumulative net losses in % of volume of origination in years after origination				
Year of origination	**1**	**2**	**3**	**4**	**5**
2016	0.00%	0.00%	0.00%	0.00%	0.00%
2017	0.00%	0.00%	0.00%	0.00%	
2018	0.00%	0.00%	0.00%		
2019	0.00%	0.00%			
2020	0.00%				

Annualised prepayments

The following table shows the annualised prepayments for mortgage receivables originated and serviced by Venn Hypotheken. The prepayment data include early redemptions of bridging loans, which are typically redeemed prior to their legal maturity of 24 months. The prepayment figure for June 2016 is significantly higher than the immediately subsequent months due to the low portfolio balance on that date; it may be considered an outlier.

	Annualised prepayments (CPR)				
Month	**1-month average**	**3-month average**	**6-month average**	**12-month average**	**Lifetime**
May-16	0.00%				0.00%
Jun-16	18.77%				9.87%
Jul-16	2.85%	7.59%			7.59%
Aug-16	2.97%	8.51%			6.46%
Sep-16	6.03%	3.96%			6.37%
Oct-16	2.86%	3.97%	5.80%		5.80%
Nov-16	1.84%	3.60%	6.09%		5.24%
Dec-16	5.73%	3.49%	3.73%		5.30%
Jan-17	2.12%	3.25%	3.61%		4.95%
Feb-17	1.77%	3.22%	3.41%		4.64%
Mar-17	2.51%	2.13%	2.82%		4.45%
Apr-17	3.17%	2.49%	2.87%	4.34%	4.34%
May-17	0.93%	2.21%	2.72%	4.42%	4.08%
Jun-17	0.73%	1.62%	1.88%	2.81%	3.85%
Jul-17	0.67%	0.78%	1.64%	2.63%	3.64%
Aug-17	3.88%	1.77%	1.99%	2.70%	3.66%
Sep-17	0.72%	1.77%	1.69%	2.26%	3.48%
Oct-17	1.71%	2.11%	1.45%	2.16%	3.39%
Nov-17	1.96%	1.46%	1.62%	2.17%	3.31%
Dec-17	3.32%	2.33%	2.05%	1.96%	3.31%
Jan-18	0.75%	2.02%	2.06%	1.85%	3.19%
Feb-18	0.57%	1.55%	1.51%	1.75%	3.07%
Mar-18	1.92%	1.08%	1.71%	1.70%	3.02%
Apr-18	1.67%	1.39%	1.70%	1.58%	2.97%
May-18	1.51%	1.70%	1.63%	1.62%	2.91%
Jun-18	1.21%	1.46%	1.27%	1.66%	2.85%
Jul-18	5.22%	2.66%	2.03%	2.05%	2.94%
Aug-18	3.47%	3.31%	2.51%	2.01%	2.95%
Sep-18	4.16%	4.29%	2.89%	2.30%	3.00%
Oct-18	1.93%	3.19%	2.93%	2.32%	2.96%
Nov-18	3.65%	3.25%	3.28%	2.46%	2.98%
Dec-18	3.33%	2.97%	3.63%	2.46%	2.99%
Jan-19	4.84%	3.94%	3.57%	2.80%	3.05%
Feb-19	1.65%	3.28%	3.27%	2.89%	3.01%
Mar-19	1.83%	2.78%	2.88%	2.88%	2.98%
Apr-19	2.59%	2.02%	2.99%	2.96%	2.97%

May-19	3.42%	2.61%	2.95%	3.12%	2.98%
Jun-19	2.64%	2.88%	2.83%	3.23%	2.97%
Jul-19	3.27%	3.11%	2.57%	3.07%	2.98%
Aug-19	3.76%	3.22%	2.92%	3.09%	3.00%
Sep-19	2.34%	3.13%	3.00%	2.94%	2.98%
Oct-19	2.85%	2.99%	3.05%	3.02%	2.98%
Nov-19	4.19%	3.13%	3.18%	3.06%	3.01%
Dec-19	6.78%	4.62%	3.88%	3.36%	3.09%
Jan-20	4.65%	5.21%	4.11%	3.34%	3.13%
Feb-20	2.75%	4.74%	3.94%	3.43%	3.12%
Mar-20	5.05%	4.16%	4.39%	3.70%	3.16%
Apr-20	4.68%	4.17%	4.69%	3.87%	3.19%
May-20	7.15%	5.63%	5.19%	4.19%	3.28%
Jun-20	7.03%	6.29%	5.23%	4.56%	3.35%
Jul-20	7.80%	7.33%	5.76%	4.94%	3.44%
Aug-20	9.76%	8.20%	6.93%	5.44%	3.57%
Sep-20	6.82%	8.13%	7.22%	5.81%	3.63%
Oct-20	6.04%	7.55%	7.44%	6.08%	3.67%
Nov-20	6.35%	6.40%	7.31%	6.25%	3.72%
Dec-20	9.51%	7.31%	7.72%	6.49%	3.83%
Jan-21	8.90%	8.26%	7.91%	6.84%	3.92%
Feb-21	5.91%	8.12%	7.27%	7.10%	3.96%
Mar-21	9.28%	8.04%	7.68%	7.45%	4.05%
Apr-21	11.34%	8.87%	8.57%	8.01%	4.18%

6.4 DUTCH RESIDENTIAL MORTGAGE MARKET

This Section 6.4 is derived from the overview which is available at the website of the DSA (https://www.dutchsecuritisation.nl/dutch-mortgage-and-consumer-loan-markets) regarding the Dutch residential mortgage market over the period until March 2021 (the information on the website does not form part of this Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979). The Issuer confirms that this information has been accurately reproduced and as far as the Issuer and the Seller are aware and are able to ascertain from the DSA, no facts have been omitted which would render the information in this Section inaccurate or misleading.

Dutch residential mortgage market

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 748 billion in Q4 2020[3]. This represents a rise of EUR 13.4 billion compared to Q4 2019.

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 2014 the maximum deduction has been gradually reduced (during the 2014 – 2019 period) by 0.5 %-point per annum. As from 1 January 2020, the maximum deduction percentage is decreased by 3.0 %-point per annum until it will ultimately be equal to 37.05% in 2023. For 2021, the highest tax rate against which the mortgage interest may be deducted is 43%.

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 of 2% is due when a house changes hands. From 2021, house buyers younger than 35 years will no longer pay any transfer tax (from 1 April, this exemption will only apply to houses sold for 400,000 euros or less). The exemption can only be applied once and the policy is initially in place for a period of 5 years. A transfer tax of 8% is due upon transfer of houses which are not owner-occupied.

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.

[3] Statistics Netherlands, household data.

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 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[4]. 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. Due to the Corona pandemic consumer confidence has deteriorated significantly since last March, though has rebounded somewhat since and has been stable lately.

[4] 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.

Existing house prices (PBK-index) in Q4 2020 rose by 2.0% compared to Q3 2020. Compared to Q4 2019 this increase was 8.3%. A new peak was reached this quarter. The average house price level was 20.8% above the previous peak of 2008. 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, which is still continuing.

The coronacrisis does not impact the Dutch housing market so far due to a number of factors such as the government support, the persistent housing shortage, lower mortgage rates compared to 2019, the home equity held by subsequent homebuyers moving house, and high rents. These factors combined explain why the housing market continues to surge ahead. In December 2020, the number of existing home sales even increased by 16.1% year-on-year, with a total of 26,208 transactions.

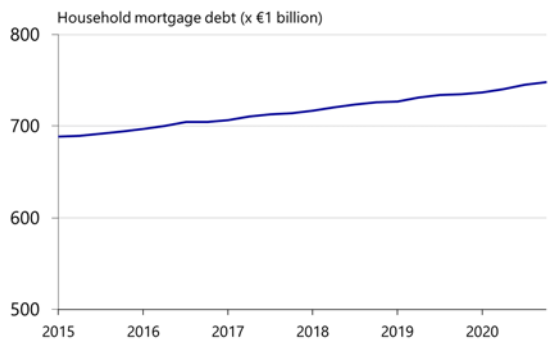
Forced sales

Compared to other jurisdictions, performance statistics of Dutch mortgage loans show relatively low arrears and loss rate.[5] 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 198 forced sales by auction in Q4 2020 (0.29% of total number of sales).

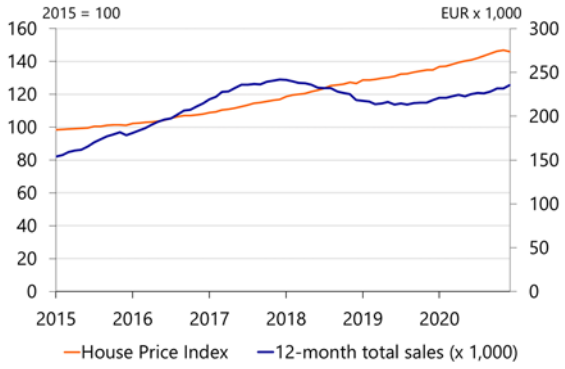
[5] Comparison of S&P RMBS index delinquency data.

Chart 1: Total mortgage debt



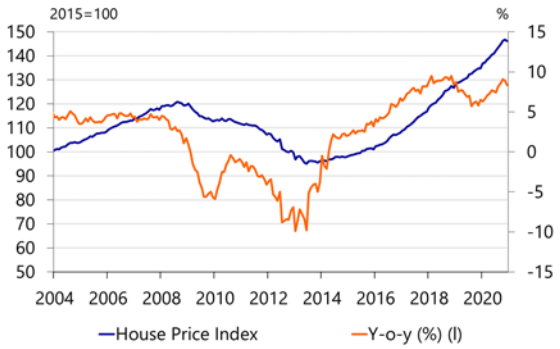
Source: Statistics Netherlands, Rabobank Netherlands (CBS)

Chart 2: Sales



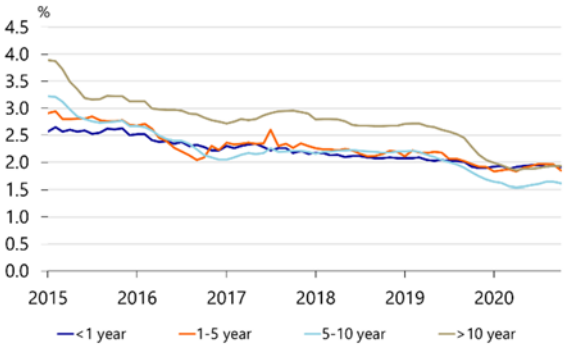
Source: Dutch Land Registry (Kadaster), Statistics

Chart 3: Price index development



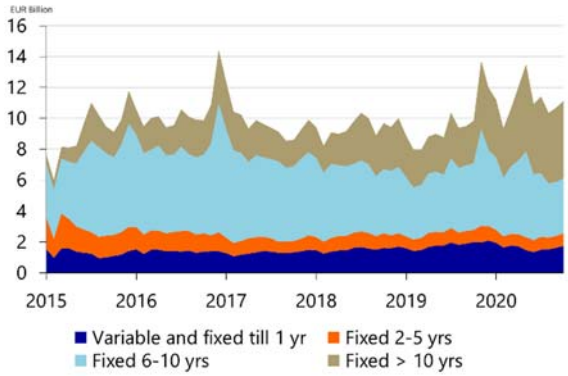
Source: Statistics Netherlands, Rabobank

Chart 4: Interest rate on new mortgage loans



Source: Dutch Central Bank

Chart 5: New mortgages by interest type



Source: Dutch Central Bank And VEH

Chart 6: Confidence

Source: Statistics Netherlands (CBS), OTB TU Delft

7. PORTFOLIO DOCUMENTATION

7.1 PURCHASE, REPURCHASE AND SALE

Assignment I
The Seller purchased from time to time and accepted and will purchase and will accept assignment of the Mortgage Receivables including all ancillary rights (*nevenrechten*), such as mortgage rights (*rechten van hypotheek*) and rights of pledge (*pandrechten*) from the Originator by means of a mortgage receivables purchase agreement and multiple deeds of sale and assignment and registration of such deeds of sale and assignment with the Dutch tax authorities as a result of which legal title to the relevant Mortgage Receivables was or will be transferred from the Originator to the Seller (Assignment I). Assignment I has and will not be notified to the Borrowers, except upon the occurrence of certain events. Until such notification the Borrowers will only be entitled to validly pay (*bevrijdend betalen*) to the Originator.

Assignment II
Under the Mortgage Receivables Purchase Agreement, the Issuer will purchase on the Signing Date and, in respect of the New Mortgage Receivables and the Further Advance Receivables, the relevant Purchase Date and will, under the Deed of Assignment and Pledge and registration thereof with the Dutch tax authorities, on the Closing Date and, in respect of the New Mortgage Receivables and the Further Advance Receivables, on the relevant Purchase Date, accept assignment of the Mortgage Receivables (Assignment II). Any Bridge Loan Part Receivables will not be purchased by the Issuer and will be retained by the Seller. The assignment by the Seller to the Issuer of the Mortgage Receivables will not be notified to the Borrowers, except upon the occurrence of any Assignment Notification Event. Until notification of Assignment I the Borrowers will only be entitled to validly pay (*bevrijdend betalen)* to the Originator. After notification of Assignment I and until notification of Assignment II the Borrowers will only be entitled to validly pay (*bevrijdend betalen*) to the Seller.

Cartesian Warehouse 3 S.A.
After Assignment I and prior to Assignment II, the Seller has sold and assigned the Mortgage Receivables to Cartesian Warehouse 3 S.A., being one of the Previous Transaction SPVs, as part of the Seller's warehouse transaction under a warehouse mortgage receivables purchase agreement and multiple deeds of sale and assignment and registration of such deeds of sale and assignment with the Dutch tax authorities as a result of which legal title to the Mortgage Receivables was transferred from the Seller to Cartesian Warehouse 3 S.A. Prior to Assignment II, the Seller has repurchased and accepted reassignment of the Mortgage Receivables from Cartesian Warehouse 3 S.A. by means of a deed of repurchase and reassignment and registration of such deed of repurchase and reassignment with the Dutch tax authorities as a result of which legal title to the relevant Mortgage Receivables was retransferred from Cartesian Warehouse 3 S.A to the Seller on or before the Closing Date.

Purchase Price
The Purchase Price for the Mortgage Receivables shall consist of (i) an Initial Purchase Price which for the Mortgage Receivables purchased on the Closing Date shall be payable on the Closing Date and which for New Mortgage Receivables and Further Advance Receivables purchased on a relevant Purchase Date shall be payable on the relevant Purchase Date and (ii) the Deferred Purchase Price. The Initial Purchase Price is equal to the aggregate Outstanding Principal Amount of the Mortgage Receivables on the relevant Cut-Off Date plus, for the Mortgage Receivables purchased on the Signing Date, the Excess Proceeds. The Initial Purchase Price in respect of the Mortgage Receivables purchased on the Signing Date will be EUR 328,525,312.77. Part of the proceeds of the Mortgage-Backed Notes, including the Excess Proceeds, will be applied by the Issuer on the Closing Date to pay to the Seller part of the Initial Purchase Price for the Mortgage Receivables purchased on the Signing Date under the Mortgage Receivables Purchase Agreement. The Deferred Purchase Price shall be equal to the sum of all Deferred Purchase Price Instalments.

The part of the Initial Purchase Price equalling the aggregate Construction Deposits will be withheld by the Issuer and will be deposited in the Construction Deposit Account.

Further purchases by the Issuer

New Mortgage Receivables
The Mortgage Receivables Purchase Agreement will provide that if the Seller offers for sale and assignment a New

Mortgage Receivable to the Issuer, the Issuer will accept such sale and assignment of such New Mortgage Receivable up to the Pre-funded Amount, subject to the Additional Purchase Conditions being met, on any Purchase Date during the Pre-funded Period.

Further Advance Receivables
The Mortgage Receivables Purchase Agreement will provide that the Seller shall offer for sale and assignment any Further Advance Receivables resulting from Further Advances granted by the Originator in the preceding Mortgage Calculation Period and the Issuer shall apply the Further Advance Available Funds towards the purchase of any such Further Advance Receivables, subject to the Additional Purchase Conditions being met, on any Purchase Date until (but excluding) the earlier of (a) the First Optional Redemption Date and (b) the date on which the Seller informs the Issuer that no additional Further Advance Receivables will be available for sale and assignment to the Issuer. If the Additional Purchase Conditions are not met and 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.

The Mortgage Receivables will be sold to the Issuer from and including the relevant Cut-Off Date.

With respect to the Additional Purchase Conditions which apply to each purchase and assignment after the Closing Date of New Mortgage Receivables and Further Advance Receivables on any Purchase Date, reference is made to Section 7.4 (*Portfolio Conditions*) below.

The Servicer will transfer, or the Seller will pay or procure that the Collection Foundation will pay, to the Issuer on each Mortgage Collection Payment Date all proceeds received during the immediately preceding Mortgage Calculation Period in respect of the relevant Mortgage Receivables.

Repurchase
In the Mortgage Receivables Purchase Agreement, the Seller has undertaken to repurchase and accept reassignment of a Mortgage Receivable:

(i) either (a) on the Mortgage Collection Payment Date immediately following the expiration of the fourteen (14) days remedy period (as provided for in the Mortgage Receivables Purchase Agreement) if 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, is untrue or incorrect in any material respect and the Seller has not remedied the breach or procured the remedy of the matter giving rise to such breach or (b), if such matter is not capable of being remedied within the said period of fourteen (14) days, on the immediately following Mortgage Collection Payment Date; or

(ii) on the Mortgage Collection Payment Date immediately following (a) the date on which the Originator agrees with a Borrower to grant a Further Advance and the relevant Further Advance Receivable is not purchased by the Issuer on any Purchase Date falling ultimately on the immediately succeeding Notes Payment Date or (b) the date on which the Originator or the Seller obtains an Other Claim; or

(iii) on the Mortgage Collection Payment Date immediately following the date on which the Originator agrees with a Borrower to a Non-Permitted Mortgage Loan Amendment; or

(iv) if a Borrower has exercised the Mover Option and the Current Loan to Original Market Value Ratio of the relevant Mover Mortgage Loan is higher than the Current Loan to Original Market Value Ratio of the existing Mortgage Loan on the Mortgage Collection Payment Date immediately following the date of such exercise.

The purchase price for the Mortgage Receivable in such event shall be the Outstanding Principal Amount of the relevant Mortgage Receivable together with (i) any unpaid interest accrued (up to but excluding the relevant cut-off date of the sale and assignment of the Mortgage Receivable) and (ii) reasonable costs (including any costs incurred by the Issuer in effecting and completing such purchase and assignment), but less an amount equal to any Construction Deposit.

Other than in the events set out above, the Seller will not be obliged to repurchase any Mortgage Receivables from

the Issuer.

In relation to the ability of the Seller to repurchase, reference is made to Section 2 (*Risk Factors - Risk that the Seller fails to repurchase Mortgage* Receivables).

Sale of Mortgage Receivables

Call Options

Tax Call Option
Pursuant to the Trust Agreement, the Issuer has the right to sell and assign all but not some of the Mortgage Receivables if the Tax Call Option in accordance with Condition 6(e) (*Redemption for tax reasons*) is exercised, provided that the Issuer shall apply the proceeds of such sale to redeem the Mortgage-Backed Notes at their Principal Amount Outstanding, together with interest and Subordinated Step-up Consideration accrued up to and including the date of redemption and to pay other amounts due ranking higher or equal to the Mortgage-Backed Notes in accordance with the relevant Priority of Payments and the Trust Agreement.

If the Issuer exercises the Tax Call Option, the Issuer will notify the Seller of such decision by written notice at least sixty-seven (67) calendar days prior to the scheduled date of redemption and will first offer such Mortgage Receivables to the Seller. The Seller shall within a period of fourteen (14) calendar days after receipt of such notice inform the Issuer whether it wishes to repurchase the Mortgage Receivables. After such period of fourteen (14) calendar days, if the Seller has not indicated that it wishes to repurchase the Mortgage Receivables and if the Issuer finds a third party that is willing to purchase the Mortgage Receivables, the Issuer will notify the Seller of the terms of such third party's offer by written notice at least thirty-nine (39) calendar days prior to the scheduled date of such sale. After having received the written notice as set forth in the foregoing sentence, the Seller will have the right, but not the obligation, to repurchase all the Mortgage Receivables (but not some only) on the terms of such third party's offer to purchase the Mortgage Receivables on the scheduled date of such sale, provided that the Seller shall within a period of seven (7) calendar days after receipt of such notice inform the Issuer that it wishes to repurchase all the Mortgage Receivables (but not some only) on the scheduled date of such sale. The absence of such timely notice by the Seller will entitle the Issuer to sell the Mortgage Receivables to such third party.

The purchase price of each Mortgage Receivable in the event of a sale by the Issuer as a result of it exercising the Tax Call Option shall be equal to at least the Required Call Amount.

Clean-Up Call Option
If on any Notes Payment Date, the aggregate Outstanding Principal Amount of the Mortgage Receivables is equal to or less than 10 per cent. of the sum of (a) the aggregate Outstanding Principal Amount of the Mortgage Receivables on the initial Cut-Off Date and (b) the Pre-funded Amount on the Closing Date, the Seller has the option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only), by delivery of a notice to the Issuer at least thirty (30) calendar days before the relevant Notes Payment Date.

Seller Call Option
On each Optional Redemption Date, unless the Majority Class S Noteholder has informed the Issuer that it intends to exercise the Remarketing Call Option subject to and in accordance with the Conditions, the Seller has the option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only) from the Issuer, by delivery of a notice to the Issuer at least thirty (30) calendar days before the relevant Optional Redemption Date.

Risk Retention Regulatory Change Call Option
On any Notes Payment Date following the occurrence of a Risk Retention Regulatory Change Event, the Seller has the option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only) from the Issuer, by delivery of a notice to the Issuer at least seventy-five (75) calendar days before the relevant Notes Payment Date informing the Issuer that it will exercise the Risk Retention Regulatory Change Call Option. For the avoidance of doubt, if the Risk Retention Regulatory Change Call Option is not exercised for whatever reason by the Seller, this does not affect the obligation of the Seller in any way 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 (i) article 6 of the Securitisation Regulation and (ii), as if it were applicable to it and as in force on the Closing Date, article 6 of the UK Securitisation Regulation, for which the Seller shall remain responsible.

Remarketing Call Option
The Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller, has the right to instruct the Issuer to redeem or, at the Issuer's option, to purchase all (but not some only) of the Mortgage-Backed Notes and to (i) attract a loan from the Seller in an amount equal to at least the Required Call Amount and/or (ii) issue new notes or restructure the Notes and remarket such new notes or restructured Notes to be (re-)issued by the Issuer against payment of the proceeds thereof equal to at least the Required Call Amount to the Issuer, on or prior to an Optional Redemption Date subject to and in accordance with the Conditions, by delivery of a notice to the Issuer at least thirty (30) calendar days before the relevant Optional Redemption Date.

The Originator, the Issuer and the Security Trustee have in the Mortgage Receivables Purchase Agreement undertaken to cooperate in good faith with the restructuring and marketing efforts of the Seller with respect to the new notes or restructured Notes and to provide such information as reasonably requested including in respect of the Mortgage Receivables, subject to signing of non-disclosure agreements and further subject to any regulatory and/or data protection restrictions. Such cooperation may include the amendment and/or restatement of the Mortgage Receivables Purchase Agreement, including in respect of the sale and assignment of Mortgage Receivables and the purchase and assignment of any new mortgage receivables by the Issuer from the Seller.

Sale following the exercise of the Clean-Up Call Option, the Seller Call Option, the Risk Retention Regulatory Change Call Option or the Remarketing Call Option
If the Seller exercises the Clean-Up Call Option, the Seller Call Option or the Risk Retention Regulatory Change Call Option or, if the Majority Class S Noteholder does not exercise such right, the Remarketing Call Option, the Issuer has undertaken in the Mortgage Receivables Purchase Agreement, to sell and assign all but not some of the Mortgage Receivables on the relevant Notes Payment Date to the Seller, or any third party appointed by the Seller at its sole discretion.

The Issuer shall be required to apply the proceeds of such sale of the relevant Mortgage Receivables to redeem the Mortgage-Backed Notes in accordance with Condition 6(b) (*Mandatory Redemption of the Mortgage-Backed Notes*) at their respective Principal Amount Outstanding together with unpaid interest and Subordinated Step-up Consideration accrued up to and including the date of redemption and to pay other amounts due ranking higher or equal to the Mortgage-Backed Notes and subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*) in accordance with the relevant Priority of Payments and the Trust Agreement.

The purchase price of each Mortgage Receivable in the event of a sale by the Issuer as a result of the Seller exercising the Clean-Up Call Option, the Seller Call Option, the Risk Retention Regulatory Change Call Option or, if the Majority Class S Noteholder does not exercise such right, the Remarketing Call Option, shall be equal to at least the Required Call Amount.

Assignment Notification Events
If:

(a) a default is made by the Originator in the payment on the due date of any amount due and payable by the Originator under the Mortgage Receivables Purchase Agreement or under any other Transaction Document to which it is a party and such failure is not remedied within fifteen (15) Business Days after having knowledge of such failure or default or notice thereof has been given by the Issuer or the Security Trustee to the Originator; or

(b) the Originator fails in any material respect to duly perform or comply with any of its obligations under the Mortgage Receivables Purchase Agreement or under any other Transaction Documents to which it is a party and, if such failure is capable of being remedied, such failure is not remedied within thirty (30) Business Days after having knowledge of such failure or default or notice thereof has been given by the Issuer or the Security Trustee to the Originator; or

(c) any representation, warranty or statement made by the Originator under any of the Transaction Documents to which the Originator is a party (other than the Mortgage Receivables Purchase Agreement) or in any notice or other document, certificate or statement delivered by it pursuant thereto proves to have been, and continues to be after the expiration of any applicable grace period provided for in any Transaction Document,

untrue or incorrect in any material respect; or

(d) the Originator has taken any corporate action or any steps have been taken or legal proceedings have been instituted against it for its entering into suspension of payments (*surseance van betaling*), or for 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 Originator has taken any corporate action or any steps have been taken or legal proceedings have been instituted against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or being converted in a foreign entity (*omzetting*) or legal demerger (*juridische splitsing*) or its assets are placed under administration (*onder bewind gesteld*); or

(f) the Originator has given materially incorrect information or not given material information which was essential for the Issuer and the Security Trustee in connection with the entering into of the Mortgage Receivables Purchase Agreement and/or any of the other Transaction Documents; or

(g) at any time it becomes unlawful for the Originator 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

(h) a Pledge Notification Event has occurred, or

(i) the Collection Foundation has been declared bankrupt (*failliet verklaard*) or been subjected to suspension of payments (*surseance van betaling*) or analogous insolvency procedures under any applicable law,

(any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) one of these events, an "**Assignment Notification Event**") occurs, then the Seller shall, or shall procure that the Originator shall on its behalf, unless the Security Trustee delivers an Assignment Notification Stop Instruction, forthwith:

(A) notify or ensure that the relevant Borrowers and any other relevant parties indicated by the Issuer and/or the Security Trustee are notified of Assignment I and Assignment II, or, at its option, the Issuer shall be entitled to make such notifications itself, for which notification the Seller will grant an irrevocable power of attorney (with the right of substitution) to the Issuer and the Security Trustee; and

(B) the Issuer shall, if so requested by the Security Trustee, forthwith make the appropriate entries in the Land Registry relating to Assignment I and Assignment II, also on behalf of the Issuer, or, at its option, the Security Trustee shall be entitled to make such entries itself, for which entries the Seller will grant an irrevocable power of attorney (with the right of substitution) to the Issuer and the Security Trustee.

(such actions together the "**Assignment Actions**").

Upon the occurrence of an Assignment Notification Event, the Security Trustee shall, after having notified the Credit Rating Agencies, be entitled to deliver an Assignment Notification Stop Instruction to the Seller.

In the event the Security Trustee does not deliver an Assignment Notification Stop Instruction and the Seller proceeds with the Assignment Actions, the Originator shall, unless the Security Trustee instructs otherwise, perform any of the Assignment Actions in relation to Assignment II also in relation to Assignment I and notify or ensure that the relevant Borrowers and any other relevant parties indicated by the Originator and/or the Seller are notified of Assignment I. The Security Trustee, or, at its option, the Seller shall be entitled to take such Assignment Actions in relation to Assignment I itself.

"**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.

Personal Data
In connection with the General Data Protection Regulation, the list of loans attached to the Mortgage Receivables Purchase Agreement and any Deed of Assignment and Pledge exclude, *inter alia*, the names and addresses of the Borrowers under the Mortgage Receivables. In the Servicing Agreement, the Servicer and the relevant Sub-servicer have agreed to release the list of loans including such personal data to the Issuer and the Security Trustee if a Notification Event has occurred and notification of Assignment II will be made to the Borrowers.

Set-off by Borrowers
The Mortgage Receivables Purchase Agreement provides that if a Borrower sets off amounts due to it by the Seller or the Originator 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.

Jointly-held Security Interests
In the Mortgage Receivables Purchase Agreement the Originator, the Seller, the Issuer and the Security Trustee will agree that the Issuer and/or the Security Trustee (as applicable) will manage and administer any jointly-held security interests. Furthermore, the Originator, 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 (*aandeel*) 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 a Mortgage Receivable, increased by interest and costs, if any, and the share of the Originator and the Seller will be equal to their *pro rata* share in accordance with the respective amounts of their claims of the Net Foreclosure Proceeds less the Outstanding Principal Amount in respect of the relevant Mortgage Receivable, 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.

No active portfolio management on a discretionary basis
Only Mortgage Receivables resulting from Mortgage Loans which satisfy the Mortgage Loan Criteria, the Additional 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.

A repurchase and reassignment by the Seller of Mortgage Receivables from the Issuer shall only occur in the circumstances set out in this Section 7.1 (*Purchase, Repurchase and Sale*).

Also, the Transaction Documents do not allow for the active selection of the Mortgage Loans or Mortgage Receivables on a discretionary basis including management of the pool for speculative purposes aiming to achieve better performance or increased investor yield.

Accordingly, in confirmation of compliance with article 20(7) of the Securitisation Regulation and the EBA Guidelines on the STS criteria for non-ABCP securitisation, the Issuer is of the view that the Transaction Documents do not allow for active portfolio management of the Mortgage Loans comprising the pool on a discretionary basis.

7.2 REPRESENTATIONS AND WARRANTIES

The Seller will represent and warrant to the Issuer and the Security Trustee that (i) on the Signing Date and the Closing Date with respect to the Mortgage Loans and the Mortgage Receivables and (ii) on the relevant Purchase Date with respect to the New Mortgage Receivables and Further Advance Receivables sold and assigned by it on such Purchase Date and the Mortgage Loans from which they result, *inter alia*:

(a) each of the Mortgage Receivables 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 respect of New Mortgage Receivables and/or Further Advance Receivables, prior to or on the relevant Purchase Date;

(b) it has not been notified and is not aware of anything affecting its title to the Mortgage Receivables;

(c) it (i) has full right and title (*titel*) to the Mortgage Receivables and (ii) it has power (*is beschikkingsbevoegd*) to sell and assign the Mortgage Receivables and no restrictions on the sale and assignment of the Mortgage Receivables are in effect, (iii) the Mortgage Receivables are capable of being assigned and 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 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 other than provided for in the Transaction Documents, except for, on the Signing Date, the rights of pledge on the Mortgage Receivables in favour of Stichting Security Trustee Cartesian Warehouse 3 which rights of pledge will be released before closing on or before the Closing Date and, 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;

(e) each Mortgage Receivable is secured by (i) a first ranking or (ii) a first and sequentially lower ranking mortgage right (*hypotheekrecht*) on a Mortgaged Asset used for residential purposes in the Netherlands and is governed by Dutch law and each Mortgage Loan is originated in the Netherlands;

(f) 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 Originator's and the Seller's knowledge, 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 New Mortgage Receivable and/or a Further Advance Receivable, the relevant Purchase Date, or 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 Originator which are not sold and assigned to the Issuer under the Mortgage Receivables Purchase Agreement, within the meaning of article 20(11) of the Securitisation Regulation;

(g) each Mortgage Loan is denominated in euro;

(h) each Mortgage Loan either (i) contains 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) does 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;

(i) each Mortgaged Asset concerned was valued by an independent qualified valuer when application for a Mortgage Loan was made in accordance with the then prevailing guidelines of the Originator and in accordance with the then prevailing Code of Conduct. Valuations by an independent qualified valuer are not older than twelve (12) months prior to the date of the mortgage application by the Borrower, except for certain cases, where Mortgaged Assets are exempted from valuation requirements;

(j) each Mortgage Loan, Mortgage Receivable and each Mortgage and Borrower Pledge securing such Mortgage Receivable constitute and contain legal, valid, binding and enforceable obligations and security rights 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;

(k) all Mortgages and Borrower Pledges in respect of each Mortgage Receivable (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 Borrower Pledge respectively and, to the extent relating to the Mortgages, are entered into the Land Registry, and (ii) were vested for a principal sum which is at least equal to the Outstanding Principal Amount of the Mortgage Loan when originated;

(l) each of the Mortgage Loans has been granted, and each of the Mortgages and Borrower Pledges has been vested, (i) subject to the general terms and conditions materially in the form as attached to the Mortgage Receivables Purchase Agreement and (ii) substantially in the form of one of the forms of mortgage deeds as attached to the Mortgage Receivables Purchase Agreement;

(m) each of the Mortgage Loans has been granted by the Originator and serviced by the Seller and/or the Originator (i) 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) in the ordinary course of the Originator's business pursuant to the Originator's standard underwriting criteria and procedures prevailing at that time which do not allow mortgage loans to be granted to borrowers with a negative BKR registration for "*hypotheek*" (mortgage), "*roodstand*" (overdraw) or "*schuldsanering*" (debt restructuring) and which are not less stringent than those applied by the Originator 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;

(n) none of the Mortgage Loans has a life insurance policy connected to it;

(o) all receivables under a mortgage loan (*hypothecaire lening*) which are secured by the same Mortgage are sold and assigned to the Issuer pursuant to the Mortgage Receivables Purchase Agreement, other than any Bridge Loan Part Receivables;

(p) each Mortgage Loan constitutes the entire mortgage loan granted to the relevant Borrower and not merely one or more Loan Parts, other than any Bridge Loan Parts;

(q) to the best of its knowledge, the Borrowers are not in any material breach of any provisions of their Mortgage Loans;

(r) 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 Originator provide that certain provisions should be met and (b) becomes immediately due and payable if the long lease terminates for whatever reason;

(s) it is a requirement under the Mortgage Conditions that each of the Mortgaged Assets had, at the time the Mortgage Loan was advanced, the benefit of building insurance (*opstalverzekering*) for the full reinstatement value (*herbouwwaarde*);

(t) the Mortgage Conditions applicable to the Mortgage Loans provide that the Borrowers have no right of set-off and that all payments by the Borrowers should be made without any set-off or deduction;

(u) each Mortgage Loan meets the Mortgage Loan Criteria;

(v) none of the Mortgage Loans qualifies as a saving mortgage loan (*spaarhypotheek*), a bank savings mortgage loan (*bankspaarhypotheek*) or an investment mortgage loan (*beleggingshypotheek*);

(w) each Mortgage Loan was originated by the Originator;

(x) neither the Originator nor the Seller has any Other Claim *vis-à-vis* any Borrower;

(y) other than any 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 and no amounts are held in deposit with respect to any premia and interest payments (*rente- en premiedepots*);

(z) the aggregate Outstanding Principal Amount of all Mortgage Receivables on the close of business of the day immediately preceding the initial Cut-Off Date is equal to EUR 323,949,060.17;

(aa) all scheduled payments in respect of the Mortgage Receivable by the Borrowers are made in arrear in monthly instalments and are executed by way of direct debit procedures on the Relevant Collection Foundation Account;

(bb) the notarial mortgage deeds (*minuut*) relating to the Mortgages are kept by a civil law notary at the time of execution of the relevant mortgage deed and the Seller is not aware that the mortgage deeds are not kept by a civil 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 the Originator or the relevant Sub-servicer;

(cc) none of the Borrowers had a BKR registration upon origination unless such registration was at least one (1) year old and had been completely resolved prior to the Mortgage Loan being granted;

(dd) notwithstanding any amount withheld by the Originator as a Construction Deposit, none of the Borrowers holds a savings account, current account or term deposit with the Originator;

(ee) in the Netherlands, the Mortgage Loans are not subject to withholding tax;

(ff) the particulars of each Mortgage Receivable as set forth in the list of loans attached as Schedule 1 to the Mortgage Receivables Purchase Agreement are correct and complete in any material respects;

(gg) the Mortgage Loans do not include self-certified mortgage loans or equity-release 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 Originator;

(hh) no Mortgage Loan has been terminated or frustrated, nor has any event occurred which would make any Mortgage Loan subject to force majeure (*overmacht*) or any right of rescission and no right or entitlement of any kind for the non-payment of the full amount of each Mortgage Loan when due has been agreed with the Borrower;

(ii) (a) no Mortgage Receivable assigned to the Issuer on the Closing Date has more than one scheduled payment outstanding due and payable and is overdue for more than thirty (30) days, and (b) no New Mortgage Receivable or Further Advance Receivable purchased on any Purchase Date was in arrears on the relevant Cut-Off Date;

(jj) as far as it is aware, no Mortgage Loan has been entered into fraudulently by the Borrower;

(kk) no Mortgage Loan has been passed to the claims or legal department or referred to external lawyers other than in respect of the issue by the Originator of letters demanding payment which are issued in the ordinary course of the Originator's business;

(ll) none of the Mortgage Loans include any obligation on the Originator to make Further Advances or increase the outstanding loan amount;

(mm) to the best of its knowledge, no Borrower is subject to bankruptcy or other insolvency proceedings or is deceased on the relevant Cut-Off Date;

(nn) no Mortgage Loan has been varied, amended, modified or waivered in any material way which would adversely affect its terms or its enforceability or collectability;

(oo) no Mortgage Loan has been entered into as a consequence of any conduct constituting fraud, misrepresentation, duress or under influence by the Originator, its directors, officers, employees or agents or by any other person acting on the Originator's behalf;

(pp) none of the Mortgage Loans are flexible and no Borrower has the right to be granted payment holidays under the relevant Mortgage Conditions;

(qq) other than statutory privacy limitations of general application in the Netherlands, there are no confidentiality provisions in the Mortgage Loans that would restrict the Issuer's (or its assignee's) right as owner of the Mortgage Receivables resulting therefrom;

(rr) it has accounted for and distinguished between all interest and principal payments relating to the Mortgage Loans;

(ss) each Borrower under a Mortgage Loan has made its first (interest) payment;

(tt) it has, prior to the date of this representation, held all Mortgage Receivables for its own account;

(uu) 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; and

(vv) the weighted average of risk weights of the Mortgage Loans under the Standardised Approach (as defined in the CRR Amendment Regulation) is equal to or smaller than 40 per cent., as calculated on the relevant Cut-Off Date.

7.3 MORTGAGE LOAN CRITERIA

Each of the Mortgage Loans will meet the following criteria (the "**Mortgage Loan Criteria**") on the relevant Cut-Off Date:

(a) the Mortgage Loan is either in the form of an:
   a. Annuity Mortgage Loan;
   b. Linear Mortgage Loan;
   c. Interest-only Mortgage Loan; or
   d. a combination of any of the above mentioned types;

(b) the Mortgage Loan has been originated after 1 April 2016;

(c) the Borrower is a natural person, a resident of the Netherlands and not an employee of the Originator or the Seller or any subsidiaries of the Originator or the Seller;

(d) the Mortgage Receivable is secured by a first-ranking Mortgage (*eerste recht van hypotheek*) or, in the case of Mortgage Receivables secured on the same Mortgaged Asset, first and sequentially lower ranking Mortgages over real estate (*onroerende zaak*), an apartment right (*appartementsrecht*), or a long lease (*erfpacht*) situated in the Netherlands;

(e) no Mortgage Loan or part thereof qualifies as a bridge loan (*overbruggingshypotheek*);

(f) pursuant to the Mortgage Conditions,

   a. the Mortgaged Asset may not be the subject of residential letting at the time of origination; and

   b. the Mortgaged Asset is for residential use and must be occupied by the relevant Borrower at and after the time of origination,

   where under (b) no consent for residential letting of the Mortgaged Asset has been given by the Originator (except that in exceptional circumstances the Originator may in accordance with its internal guidelines allow a Borrower to let the Mortgaged Asset under specific conditions and for a limited period of time);

(g) 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 Seller wishes to apply such different percentage, then such different percentage);

(h) in respect of an Interest-Only Mortgage Loan, or in case of a combination of types of Mortgage Loans, the interest-only loan part at the time of origination, did not exceed 50 per cent. of the Market Value of the Mortgaged Asset;

(i) the Mortgage Loan, or all such Mortgage Loans secured on the same Mortgaged Asset, has an Outstanding Principal Amount of not more than EUR 1,000,000;

(j) the Mortgage Loan has a positive Outstanding Principal Amount;

(k) the Mortgage Loan (or if the Mortgage Loan consists of more than one Loan Part, each Loan Part) has an initial fixed interest rate period of not more than 30 years plus one month;

(l) the Mortgage Loan is not connected to a municipality guarantee or "*overheidssubsidies*";

(m) the aggregate Outstanding Principal Amount of all Mortgage Loans entered into with a single Borrower shall not exceed 2.0 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables under or in connection with all Mortgage Loans;

(n) the Mortgage Loan (or if the Mortgage Loan consists of more than one Loan Part, each Loan Part) will not

have a legal maturity beyond 30 years plus one month from its origination date; and

(o) the Mortgage Loan was originated in the Netherlands.

7.4 PORTFOLIO CONDITIONS

Additional Purchase Conditions

The purchase by the Issuer of New Mortgage Receivables and Further Advance Receivables will be subject to a number of conditions (the "**Additional Purchase Conditions**") which include, *inter alia*, the conditions that on the relevant Purchase Date (where applicable after completion of the sale and purchase on such date):

(i) 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 New Mortgage Receivables and Further Advance Receivables sold;

(ii) no Enforcement Notice has been delivered;

(iii) no Event of Default has occurred which is continuing or is expected to occur on such Purchase Date;

(iv) no Assignment Notification Event has occurred;

(v) the Issuer has not received a termination notice under the Swap Agreement;

(vi) the Issuer or the Servicer has not received a termination notice under the Servicing Agreement;

(vii) there has been no failure by the Seller to repurchase any Mortgage Receivable which it is required to repurchase;

(viii) after completion of the sale and purchase on such date, the weighted average Current Loan to Original Market Value Ratio of all Mortgage Receivables does not exceed (a) during the Pre-funded Period, 94.0 per cent. and (b) thereafter, the sum of (1) the weighted average Current Loan to Original Market Value Ratio of all Mortgage Receivables on the first day of the Notes Calculation Period and (2) 0.15 per cent.;

(ix) after completion of the sale and purchase on such date, the aggregate Outstanding Principal Amount of the Mortgage Receivables due from self-employed Borrowers, does not exceed 12.0 per cent.;

(x) in respect of New Mortgage Receivables, the Pre-funded Amount is at least equal to the Initial Purchase Price of such New Mortgage Receivables;

(xi) in respect of Further Advance Receivables, the amount equal to the Further Advance Available Funds is sufficient to pay the Initial Purchase Price of such Further Advance Receivables;

(xii) after completion of the sale and purchase on such date, the aggregate outstanding amount of the Construction Deposits does not exceed 8.5 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables, including the Mortgage Receivables to be purchased;

(xiii) after completion of the sale and purchase on such date, the weighted average Loan to Income Ratio of all Mortgage Receivables, including the Mortgage Receivables to be purchased, will not exceed 4.6;

(xiv) after completion of the sale and purchase on such date, the aggregate Outstanding Principal Amount of the Mortgage Receivables, including the Mortgage Receivables to be purchased, under which amounts are due and payable which have remained unpaid for a consecutive period exceeding ninety calendar days on the relevant Purchase Date is not more than 0.75 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables;

(xv) after completion of the sale and purchase on such date, the aggregate of the Realised Losses incurred from the Closing Date up to the relevant Purchase Date does not exceed 0.35 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables;

(xvi) after completion of the sale and purchase on such date, the aggregate Outstanding Principal Amount of the

Mortgage Receivables with a Loan to Income Ratio higher than 5.25 does not exceed 20 per cent. of the aggregate Outstanding Principal Amount of the Mortgage Receivables;

(xvii) on any Purchase Date falling in the Pre-funded Period, after completion of the sale and purchase on such date, the aggregate Outstanding Principal Amount of all Interest-only Mortgage Receivables does not exceed 43.0 per cent. of the aggregate Outstanding Principal Amount of all Mortgage Receivables; and on any Purchase Date falling after the Pre-funded Period, after completion of the sale and purchase on such date, the aggregate Outstanding Principal Amount of all Interest-only Mortgage Receivables does not exceed the sum of (a) the aggregate Outstanding Principal Amount of all Interest-only Mortgage Receivables on the first day of the Notes Calculation Period, divided by the aggregate Outstanding Principal Amount of all Mortgage Receivables on the first day of such Notes Calculation Period and (b) 0.40 per cent.;

(xviii) there is no balance standing to the debit of any Principal Deficiency Ledger; and

(xix) after completion of the sale and purchase on such date, the aggregate Outstanding Principal Amount of all Mortgage Receivables on the relevant Purchase Date is not less than EUR 50,000,000.

Each of the Additional 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 being available.

7.5 SERVICING AGREEMENT

In the Servicing Agreement the Servicer will (i) agree to provide management 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, all administrative actions 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*)) 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 be obliged to administrate 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 Servicer is the same entity as the Originator and ultimately has a common shareholder with the Seller. In such relationships, *inter alios*, the Seller, the Servicer and the Originator are not obliged to take into consideration the interests of the Noteholders. Consequently, a conflict of interest may arise. Reference is made to Section *2 (Risk Factors - Other conflicts of interest)*.

In accordance with the Servicing Agreement, the Servicer has appointed Stater Nederland B.V. and HypoCasso B.V., respectively, as its Sub-servicers and, subject to termination of the Servicing Agreement with the Servicer, its Sub-servicer to provide certain of the Mortgage Loan Services in respect of the relevant Mortgage Receivables.

In the Servicing Agreement, the Servicer will also agree in respect of the portfolio of Mortgage Receivables to provide the Portfolio Services which comprise of certain advisory services to the Issuer on a day-to-day basis, including, advice in respect of the determination of the Mortgage Interest Rates and advice relating to actions to be considered in respect of relevant Mortgage Loans which are reasonably expected to default.

The Servicing Agreement may be terminated by the Security Trustee or the Issuer (with the prior consent of the Security Trustee) 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, the Servicer being declared bankrupt or granted a suspension of payments or the Servicer no longer having the required licenses under the Wft. In addition the Servicing Agreement may be terminated by the Servicer and by the Issuer or the Security Trustee on behalf of the Issuer upon the expiry of not less than twelve months' notice, subject to (*inter alia*) (i) in case of termination by the Issuer, the 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.

Under the Sub-Servicing Letters each of the Sub-servicers agrees to continue to provide the services in case the Servicing Agreement is terminated, for example in case of insolvency of the Servicer. As a result, the performance of the Mortgage Loan Services is continued in such event to the extent performed by the Sub-servicers, at least for a certain period of time, which enables the Issuer and the Security Trustee to agree a servicing agreement with each Sub-servicer or to find another substitute servicer. The Issuer and the Security Trustee will get as a party thereto the benefit of the Sub-Servicing Letters respectively. As a result, the Sub-servicers have direct obligations vis-à-vis both the Issuer and the Security Trustee. Furthermore, the personal data of the relevant Borrowers is held by Stater Nederland B.V. as the Sub-servicer and will be released by Stater Nederland B.V. to the Issuer and the Security Trustee as soon as practicably possible following and upon the occurrence of an Assignment Notification Event and/or a Pledge Notification Event.

8. GENERAL

1. The issue of the Notes has been authorised by a resolution of the board of the Issuer passed on or about 8 June 2021.

2. Application has been made to list the Notes on Euronext Dublin. The estimated total costs involved with such admission amount to EUR 30,000.

3. The Class A Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and will bear common code 234022946 and ISIN XS2340229462.

4. The Class B Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and will bear common code 234023047 and ISIN XS2340230478.

5. The Class C Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and will bear common code 234023055 and ISIN XS2340230551.

6. The Class D Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and will bear common code 234023063 and ISIN XS2340230635.

7. The Class S Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and will bear common code 234023098 and ISIN XS2340230981.

8. The addresses of the clearing systems are: Euroclear, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium and Clearstream Luxembourg, 42 Avenue J.F. Kennedy, L-1855 Luxembourg.

9. There has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 16 February 2021.

10. There are no legal, arbitration or governmental proceedings and neither the Issuer nor the Shareholder is aware of any such proceedings which may have, or have had, significant effects on the Issuer's or, as the case may be, the Shareholder's financial position or profitability nor, so far as the Issuer and/or the Shareholder is aware, are any such proceedings pending or threatened against the Issuer and the Shareholder, respectively, since the date of its incorporation.

11. 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://editor.eurodw.eu/esma/viewdeal?edcode=RMBSNL000527100720213), or any other website as selected by the Seller of which the Noteholders and the Issuer Administrator are notified, which fulfils the requirements set out in the fourth paragraph of article 7(2) of the Securitisation Regulation (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979), and from the moment that a securitisation repository registered under article 10 of the Securitisation Regulation has been appointed, through such SR Repository, from a date falling at the latest 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 Deed of Assignment and Pledge;
    (iv) the Paying Agency Agreement;
    (v) the Trust Agreement;
    (vi) the Parallel Debt Agreement;
    (vii) the Pledge Agreements;
    (viii) the Servicing Agreement;
    (ix) the Administration Agreement;

(x) the Issuer Account Agreement;
(xi) the Master Definitions Agreement;
(xii) the Hedging Agreements;
(xiii) Receivables Proceeds Distribution Agreement; and
(xiv) the audited annual financial statements of the Issuer, to the extent available.

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 and, at the date of this Prospectus article 7(1) under point (b) of the UK Securitisation Regulation.

12. 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 and in electronic form on www.dutchsecuritisation.nl and the website of the Issuer, being at the time http://cm.intertrustgroup.com/. The information on these websites does not form part of the prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979.

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 Notes are listed on Euronext Dublin, the most recent audited annual financial statements of the Issuer will be made available, free of charge from the specified office of the Security Trustee.

14. U.S. tax legend:

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 Sections 165(j) and 1287(a) of the Internal Revenue Code'.

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

15. No content available via the website addresses contained in this Prospectus forms part of this Prospectus.

16. The Issuer, or the Issuer Administrator on its behalf, or the Seller shall make available prior to the Closing Date, loan-by-loan information, which information can be obtained at the website of European DataWarehouse (https://editor.eurodw.eu/esma/viewdeal?edcode=RMBSNL000527100720213), or any other website as selected by the Seller of which the Noteholders and the Issuer Administrator are notified, which fulfils the requirements set out in the fourth paragraph of article 7(2) of the Securitisation Regulation (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979).

17. Any information contained in or accessible through any website does not form a part of the Prospectus, unless specifically stated in the Prospectus, in any supplement hereto.

18. The Issuer and the Seller have amongst themselves designated the Seller as the Reporting Entity for the purpose of article 7(2) of the Securitisation Regulation. The Reporting Entity, 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://editor.eurodw.eu/esma/viewdeal?edcode=RMBSNL000527100720213), or any other website as selected by the Reporting Entity of which the Noteholders and the Issuer Administrator are notified, which fulfils the requirements set out in the fourth paragraph of article 7(2) of the Securitisation Regulation (the information on the website does not form part of the Prospectus and has not been scrutinised or approved by the competent authority (the Central Bank of Ireland) in accordance with article 10 of the Delegated Regulation (EU) 2019/979), and from the moment that a securitisation repository registered under

article 10 of the Securitisation Regulation has been appointed, through such SR Repository:

(i)

a. in accordance with article 7(1)(a) of the Securitisation Regulation, 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 II of Delegated Regulation (EU) 2020/1224; and, simultaneously,

b. in accordance with article 7(1)(e) of the Securitisation Regulation, a quarterly investor report in respect of each Notes Calculation Period in the form of the standardised template set out in Annex XII of Delegated Regulation (EU) 2020/1224;

(ii) without delay, in accordance with article 7(1)(f) of the Securitisation Regulation, any inside information relating to the transaction described in this Prospectus in the form of the standardised template set out in Annex XIV of Delegated Regulation (EU) 2020/1224; and

(iii) without delay, in accordance with article 7(1)(g) of the Securitisation Regulation, if applicable 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 Documents, in the form of the standardised template set out in Annex XIV of Delegated Regulation (EU) 2020/1224.

In addition, the Reporting Entity, 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 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 (11), 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 Originator, 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 Reporting Entity 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

(ii) to potential investors before pricing, data on static and dynamic historical default and loss performance,

such as delinquency and loss 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 years, as required by article 22(1) of the Securitisation Regulation (see also Section 6.3 (*Origination and Servicing*)).

In addition, the Seller has undertaken to (i) make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it and as in force on the Closing Date and (ii) in case there is any change in the text or interpretation by the applicable regulator of the UK Securitisation Regulation after the Closing Date which diverges from the text or interpretation by the applicable regulator of the Securitisation Regulation, use its reasonable endeavours to continue to comply with the requirements to make available information to investors referred to in article 7 of the UK Securitisation Regulation, as if these were applicable to it, so that investors are able to verify compliance with article 6 of the UK Securitisation Regulation, as if it were applicable to it. As at the Closing Date, the requirements under articles 6 and 7 of the UK Securitisation Regulation are aligned with the requirements under articles 6 and 7 of the Securitisation Regulation.

19. 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 the Seller or group companies of the Seller;
(ii) retained by the Seller or group companies of the Seller; and
(iii) publicly-placed with investors which are not the Seller or group companies of the Seller;

(b) in relation to any amount initially retained by the Seller or group companies of the Seller, but subsequently placed with investors which are not the Seller or group companies of the Seller, it will (to the extent permissible) disclose such placement in the next Notes and Cash Report.

20. Amounts payable under the Notes may be calculated by reference to Euribor. Euribor is an interest rate benchmark within the meaning of the Benchmark Regulation. Euribor and EONIA are currently administered by EMMI. As at the date of this prospectus, EMMI is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 (Register of administrators and benchmarks) of the Benchmark Regulation.

21. The independent external auditors at Deloitte Audit S.à.r.l. are members of the Luxembourg *insitut des réviseurs d'enterprises*.

22. An appropriate and independent party conducted an agreed upon procedures review on a sample of Mortgage Receivables selected from the portfolio of Mortgage Receivables which the Seller will offer for sale to the Issuer on the Signing Date. The review was completed on or about 10 June 2021. The agreed-upon procedure reviews included 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 a confidence level of at least 95% was applied. 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. In both reviews, there have been no significant adverse findings. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein.

23. Walkers Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of these Notes to Euronext Dublin or to trading on its regulated market for the purposes of the Prospectus Regulation.

24. IMPORTANT INFORMATION AND RESPONSIBILITY STATEMENTS:

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 import of such information. 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. The Issuer accepts such responsibility accordingly.

The Seller is also responsible for the information contained in the following Sections of this Prospectus: all paragraphs dealing with article 7 of the Securitisation Regulation and article 7 of the UK Securitisation Regulation, Section 1.6 (*Portfolio Information*), Section 3.4 (*Seller & Originator*), 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*) and Section 6.4 (*Dutch residential mortgage market*). 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.

Neither the delivery of this Prospectus, nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, imply that there has been no change in the affairs of the Issuer, the Issuer Account Bank, the Issuer Account Agent, the Seller, the Originator, the Servicer, the Sub-servicers, the Swap Counterparty, the Paying Agent, the Listing Agent, the Arrangers, the Joint Lead Managers, the Issuer Administrator, the Service Provider, the Directors, the Reference Agent, the Collection Foundation, the Collection Foundation Accounts Provider and the Security Trustee or the information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof. Neither the Issuer nor the Seller nor the Originator nor the Arrangers nor the Joint Lead Managers has an obligation to update this Prospectus after the date on which the Notes are issued or admitted to trading. The information set forth herein, to the extent that it comprises a description of certain provisions of the Transaction Documents, is a summary and is not presented as a full statement of the provisions of such Transaction Documents.

THE NOTES AND ANY CONTRACTUAL OBLIGATIONS OF THE ISSUER ARE OBLIGATIONS OF THE ISSUER SOLELY. THE NOTES WILL BE DIRECT, LIMITED RECOURSE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE ASSETS OF THE ISSUER TO THE EXTENT DESCRIBED HEREIN. NEITHER THE NOTES NOR THE MORTGAGE RECEIVABLES WILL BE GUARANTEED BY THE SELLER, THE ORIGINATOR, THE ARRANGERS, THE JOINT LEAD MANAGERS NOR ANY OF THEIR RESPECTIVE AFFILIATES. SUBJECT TO THE RESPECTIVE POWERS OF THE NOTEHOLDERS' REPRESENTATIVES AND THE POWERS OF THE MEETINGS OF THE NOTEHOLDERS ONLY THE SECURITY TRUSTEE MAY ENFORCE THE RIGHTS OF THE NOTEHOLDERS AGAINST THIRD PARTIES. NONE OF THE SELLER, THE ORIGINATOR, THE ARRANGERS, THE JOINT LEAD MANAGERS NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE IF THE ISSUER IS UNABLE TO PAY ANY AMOUNT DUE UNDER THE NOTES. THE OBLIGATIONS OF THE ISSUER IN RESPECT OF THE NOTES SHALL BE LIMITED TO COMMITMENTS ARISING FROM THE TRANSACTION DOCUMENTS (AS DEFINED HEREIN) RELATING TO THE ISSUER, WITHOUT PREJUDICE TO ANY APPLICABLE LAWS AND REGULATIONS.

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

Prospectus and or any such other statements.

No person has been authorised 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 Arrangers, the Joint Lead Managers or the Originator.

None of the Issuer, the Originator, the Arrangers, the Joint Lead Managers, 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.

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, the Seller or the Originator 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. 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 Arrangers or the Joint Lead Managers (nor any of their respective affiliates) to any person to subscribe to or to purchase any Notes. 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, consider such an investment decision in light of the prospective investor's personal circumstances and should determine for itself the relevance of the information contained in this Prospectus and its purchase of the Notes should be based upon such investigation as it deems necessary.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial conditions and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Mortgage Receivables. Neither the Arrangers nor the Joint Lead Managers (nor any of their respective affiliates) expressly undertakes 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.

Forecasts and estimates in this Prospectus are forward looking statements. Such projections are speculative in nature and it can be expected that some or all of the assumptions underlying the projections will not prove to be correct or will vary from actual results. Consequently, the actual result might differ from the projections and such difference might be significant.

The Notes have not been and will not be registered under the Securities Act and include Notes 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 (A) United States persons as defined in Regulation S under the Securities Act, or (B) United States persons as defined in the U.S. Risk Retention Rules except in certain transactions permitted by or exempted from US tax regulations, the Securities Act and, only with the prior written consent of the Seller, the U.S. Risk Retention Rules (see Section 4.3 (*Subscription and Sale*)).

Neither the Arrangers nor the Joint Lead Managers (nor any of their respective affiliates) has separately verified the information set out in this Prospectus. To the fullest extent permitted by law, none of the Arrangers or the Joint Lead Managers (nor any of their respective affiliates) makes any representation, express or implied, or accepts any responsibility or liability for the content of this Prospectus or for the accuracy or completeness of any statement or information contained in or consistent with this Prospectus in connection with the offering of the Notes. Furthermore, none of the Arrangers or the Joint Lead Managers will have any responsibility for any act or omission of any other party in relation to this offer. The Arrangers and the Joint Lead Managers (including their respective affiliates) disclaim any and all liability whether arising in tort or contract or otherwise in connection with this Prospectus or any such information or statements.

Citibank Europe plc 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 Reference Agent to perform the duties expressed to be performed by it in Condition 4. Citibank Europe plc in its capacity of Paying Agent and Reference 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 Citibank Europe plc 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, Citibank Europe plc disclaims all and any liability, whether arising in tort or contract or otherwise, in respect of this Prospectus and or any such other statements.

The Seller and the Issuer have used the services of the STS 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 STS Verification Agent on the Closing Date. It is noted that the securitisation transaction described in this Prospectus can also qualify as a UK STS Securitisation under the UK Securitisation Regulation until maturity, provided that the securitisation transaction is and remains to be included in the list published by ESMA and meets before 31 December 2022 and continues to meet the requirements of articles 19 to 22 of the Securitisation Regulation. However, none of the Issuer, the Issuer Administrator, the Seller, the Joint Lead Managers, the Arrangers, the Security Trustee, the Servicer or any of the other transaction parties gives any explicit or implied representation or warranty (i) as to 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/or (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 verification by the STS Verification Agent does not affect the liability of the Seller, as originator within the meaning of the Securitisation Regulation and the Issuer, as SSPE within the meaning of the Securitisation Regulation in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of such verification by the STS Verification Agent shall not affect the obligations imposed on institutional investors as set out in article 5 of the Securitisation Regulation or, as applicable, article 5 of the UK Securitisation Regulation. Notwithstanding the STS Verification Agent's verification of compliance of a securitisation with articles 19 to 22 of the Securitisation Regulation, such verification by the STS Verification Agent 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 mechanistically rely on any STS notification or the STS Verification Agent's verification to this extent.

The Seller will include in its notification pursuant to article 27(1) of the Securitisation Regulation a statement that compliance of the securitisation described in this Prospectus with articles 19 to 22 of the Securitisation Regulation has been verified by the STS Verification Agent. The designation of the securitisation transaction described in this Prospectus as an STS Securitisation or as a UK 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, the UK CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended). By designating the securitisation transaction described in this Prospectus as an STS Securitisation or a UK 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.

Prohibition of sales to EEA 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**"). 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 "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Prohibition of sales to 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 United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of article 2 of Regulation (EU) No 2017/565 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK law by virtue of the EUWA; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129 as it forms part of UK law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

EU MIFID II product governance / Professional investors and ECPs only target market – Solely for the product approval process of the Joint Lead Managers, the Arrangers 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.

UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of the product approval process of the Joint Lead Managers, the Arrangers 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 only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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.

Notice

This Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland 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 and the quality of the securities that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

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 2 (*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.

9. GLOSSARY OF DEFINED TERMS

The defined terms used in paragraph 9.1 (Definitions) of 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 'N/A' in front of the relevant defined term;
· if the defined term is between square brackets in the RMBS Standard definitions list or contains wording between square brackets in the RMBS Standard definitions list, by completing the relevant defined term and removing the square brackets if the relevant defined term is used in this Prospectus and, if not used, by deleting the relevant defined term or the part thereof between square brackets; and
· if the defined term contains a [●], by completing the relevant defined term and removing the [●].

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:

+	**€STR**	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;
+	**Additional Purchase Cap**	means on any date during a Notes Calculation Period and the immediately succeeding Notes Payment Date until the First Optional Redemption Date in respect of Further Advance Receivables purchased during such Notes Calculation Period, an amount equal to (i) 1 per cent. of the sum of (a) the aggregate Outstanding Principal Amount of the Mortgage Receivables on the initial Cut-Off Date and (b) the Pre-funded Amount on the Closing Date, less (ii) the aggregate Outstanding Principal Amount of the Further Advance Receivables sold to the Issuer during the three immediately preceding Notes Calculation Periods;
	Additional Purchase Conditions	has the meaning ascribed thereto in Section 7.4 (*Portfolio Conditions*) of this Prospectus;
+	**Additional Termination Event**	as such term is defined in the ISDA Schedule forming part of the Swap Agreement;
+	**Adjustment Spread**	has the meaning ascribed thereto in Condition 4(h) (*Replacement Reference Rate*);
	Administration Agreement	means the administration agreement between the Issuer, the Issuer Administrator and the Security Trustee dated the Signing Date;

	AFM	means the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten);*
	Aggregate Construction Deposit Amount	means the aggregate of the Construction Deposits in respect of all Mortgage Receivables;
+	**AIFM**	means an Alternative Investment Manager under the AIFMR;
	AIFMR	means the Commission Delegated Regulation No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;
	All Moneys Mortgage	means any mortgage right (*hypotheekrecht*) 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 Originator either (i) regardless of the basis of such liability or (ii) under or in connection with the credit relationship (*kredietrelatie*) of the Borrower and the Originator;
	All Moneys Pledge	means any right of pledge (*pandrecht*) 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 Originator either (i) regardless of the basis of such liability or (ii) under or in connection with the credit relationship (*kredietrelatie*) of the Borrower and the Originator;
	All Moneys Security Rights	means any All Moneys Mortgages and All Moneys Pledges collectively;
	Annuity Mortgage Loan	means a mortgage loan or part thereof in respect of which the Borrower pays a fixed monthly instalment, made up of an initially high and thereafter decreasing interest portion and an initially low and thereafter increasing principal portion, and calculated in such manner that such mortgage loan will be fully redeemed at its maturity;
+	**ARA Venn**	means the trading name of Venn Partners LLP;
	Arrangers	means BNP Paribas and ARA Venn;
	Assignment Actions	means any of the actions specified as such in Section 7.1 (*Purchase, Repurchase and Sale*) of this Prospectus;
+	**Assignment I**	has the meaning ascribed thereto in Section 7.1 (*Purchase, Repurchase and Sale*) of this Prospectus;
+	**Assignment II**	has the meaning ascribed thereto in Section 7.1 (*Purchase, Repurchase and Sale*) of this Prospectus;
	Assignment Notification Event	means any of the events specified as such in Section 7.1 (*Purchase, Repurchase and Sale*) of this Prospectus;
	Assignment Notification Stop Instruction	has the meaning ascribed thereto in Section 7.1 (*Purchase, Repurchase and Sale*) of this Prospectus;

+	**Available Class S Redemption Funds**	has the meaning ascribed thereto in Condition 6(h) (*Definitions*);
	Available Principal Funds	has the meaning ascribed thereto in Section 5.1 (*Available Funds*) of this Prospectus;
	Available Revenue Funds	has the meaning ascribed thereto in Section 5.1 (*Available Funds*) of this Prospectus;
	Basel III	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;
*	**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 currency or 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) of this 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, except for any change made in accordance with Condition 4(j) (*Replacement Reference Rate*); and/or Condition 14(g) (*Modification to facilitate Replacement Reference Rate with consent of the Noteholders*) which shall not constitute a Basic Terms Change;
+	**Benchmark Event**	has the meaning ascribed thereto in Condition 4(j) (*Replacement Reference Rate*);
	Benchmark Regulation	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;
+	**Benchmark Trigger Event**	has the meaning ascribed thereto in the ISDA Benchmarks Supplement, as published by the International Swaps and Derivatives Association, Inc.;
	BKR	means Office for Credit Registration (*Bureau Krediet Registratie*);
+	**BNP Paribas**	means BNP Paribas, a public limited liability company (*société anonyme*), existing and organised under French laws, with registered office at 16 Boulevard des Italiens, 75009 Paris, France, and registered with the Commercial Registry of Paris under number 662042449;
	Borrower	means the debtor or debtors, including any jointly and severally liable co-debtor or co-debtors, of a Mortgage Loan;
	Borrower Pledge	means a right of pledge (*pandrecht*) securing the relevant Mortgage Receivable;

N/A	**Borrower Insurance Proceeds Instruction**	
+	**Bridge Loan Part**	means a Loan Part that qualifies as a bridge mortgage loan (*overbruggingshypotheek*), which is also secured by the Mortgage and/or Borrower Pledge;
+	**Bridge Loan Part Receivables**	means any and all rights of the Originator (and after Assignment I, the Seller) against the Borrower under or in connection with a Bridge Loan Part;
*	**Business Day**	means (i) for the purposes of determining Euribor on the Notes in accordance with Condition 4(e), a TARGET 2 Settlement Day and (ii) for any other purposes, a TARGET 2 Settlement Day, provided that such day is also a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Amsterdam, Luxembourg and Paris;
+	**CCP**	means central counterparty;
	Class A Notes	means the EUR 354,632,000 class A mortgage-backed notes 2021 due 2056;
	Class B Notes	means the EUR 11,640,00 class B mortgage-backed notes 2021 due 2056;
	Class C Notes	means the EUR 8,536,000 class C mortgage-backed notes 2021 due 2056;
	Class D Notes	means the EUR 13,192,000 class D mortgage-backed notes 2021 due 2056;
	Class D-S Notes Purchase Agreement	means the notes purchase agreement relating to the Class D Notes and the Class S Notes between the Seller and the Issuer dated the Signing Date;
	Class S Notes	means the EUR 6,508,000 class S notes 2021 due 2056;
+	**Class S Redemption Condition**	has the meaning ascribed thereto in Condition 6(h) (*Definitions*);
+	**Class S Revenue Amount**	has the meaning ascribed thereto in Condition 6(h) (*Definitions*);
+	**Class S Revenue Interest Amount**	means the amount equal to the Class S Revenue Amount divided by the number of Class S Notes;
*	**Clean-Up Call Option**	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 on which the aggregate Outstanding Principal Amount of the Mortgage Receivables is not more than 10 per cent. of the sum of (a) the aggregate Outstanding Principal Amount of the Mortgage Receivables on the initial Cut-Off Date and (b) the Pre-funded Amount on the Closing Date;

	Clearstream, Luxembourg	means Clearstream Banking, *société anonyme*;
	Closing Date	means 10 June 2021 or such later date as may be agreed between the Issuer, the Seller, the Arrangers and the Joint Lead Managers;
	Code	means U.S. Internal Revenue Code of 1986;
	Code of Conduct	means the Mortgage Code of Conduct (*Gedragscode Hypothecaire Financieringen*) introduced in January 2007 by the Dutch Association of Banks (*Nederlandse Vereniging van Banken*);
	Collection Foundation	means Stichting Derdengelden Venn Hypotheken, a foundation (*stichting*) organised under Dutch law, and registered with the Trade Register (*Handelsregister*) of the Chamber of Commerce (*Kamer van Koophandel*) under number 59974052;
	Collection Foundation Accounts	means the bank accounts held by the Collection Foundation with the Collection Foundation Accounts Provider as set forth in the Receivables Proceeds Distribution Agreement;
	Collection Foundation Accounts Pledge Agreement	means the collection foundation accounts pledge agreement between, amongst others, the Issuer and the Security Trustee dated the Signing Date;
	Collection Foundation Accounts Provider	means ABN AMRO Bank N.V.;
	Collection Foundation Agreements	means the Collection Foundation Accounts Pledge Agreement and the Receivables Proceeds Distribution Agreement;
	COMI	means centre of main interest as referred to in the Recast Insolvency Regulation;
	Common Safekeeper	means the clearing system or such other entity which the Issuer may elect from time to time to perform the safekeeping role in respect of the Global Notes;
	Conditions	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;
*	**Construction Deposit**	means in respect of a Mortgage Loan, that part of the Mortgage Loan which the relevant Borrower requested not to be disbursed but withheld by the Originator, to be paid out towards construction of, or improvements to, the relevant Mortgaged Asset;
	Construction Deposit Account	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
+	**Construction Deposit Negative Carry Amount**	means an amount equal to the sum of the product, for each Mortgage Loan (which can comprise of one or more Loan Parts); (i) the weighted average Mortgage Loan rate in per cent. minus 1 per cent., where the weighted average Mortgage Loan rate is calculated as (a) the sum of, for each Loan Part,

		the product of the Outstanding Principal Amount of such Loan Part multiplied by the interest rate of such Loan Part, (b) divided by the Outstanding Principal Amount of the Mortgage Loan (including all Loan Parts); (ii) the Construction Deposit in respect of the relevant Mortgage Loan; and (iii) the number of complete days in the remaining availability period of the Construction Deposit is calculated by, in the case of each Mortgage Loan, subtracting the number of calendar days since the loan start date from the availability period of the Construction Deposit, which is either 12 or 18 months, divided by 360;
*	**Coupons**	means the interest and/or principal coupons appertaining to the Notes in definitive form;
+	**COVID-19**	means coronavirus disease 2019;
	CPR	means constant prepayment rate;
	CRA Regulation	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;
	CRD	means Directive 2006/48/EC of the European Parliament and of the Council, as amended by Directive 2009/111/EC;
	CRD IV	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;
	Credit Rating Agency	means any credit rating agency (including any successor to its rating business) who, at the request of the Issuer, assigns, and for as long as it assigns, one or more ratings to the Notes, from time to time, which as at the Closing Date includes Fitch and DBRS;
*	**Credit Rating Agency Confirmation**	means, with respect to a matter which requires Credit Rating Agency Confirmation under the Transaction Documents and which has been notified to each Credit Rating Agency with a request to provide a confirmation, receipt by the Security Trustee, in form and substance satisfactory to the Security Trustee, of: (a) a confirmation from each Credit Rating Agency that its then current ratings of the Rated Notes will not be adversely affected by or withdrawn as a result of the relevant matter (a "**confirmation**"); (b) if no confirmation is forthcoming from any Credit Rating Agency, a written indication, by whatever means of communication, from such Credit Rating Agency that it does not have any (or any further) comments in respect of the relevant matter (an "**indication**"); or

		(c) if no confirmation and no indication is forthcoming from any Credit Rating Agency and such Credit Rating Agency has not communicated that the then current ratings of the Rated 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;
	CRR	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;
	CRR Amendment Regulation	means Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms;
+	**CRR STS Assessment**	means the assessment made by the STS Verification Agent in relation to compliance with the criteria set forth in the CRR regarding STS Securitisations;
+	**Current Loan to Indexed Market Value**	means the ratio calculated by dividing the Outstanding Principal Amount of a Mortgage Receivable by the Indexed Market Value;
+	**Current Loan to Original Market Value Ratio**	means the ratio calculated by dividing the Outstanding Principal Amount of a Mortgage Receivable by the Original Market Value;
	Cut-Off Date	means, (i) in respect of the Mortgage Receivables assigned on the Closing Date, 31 May 2021 close of business, (ii) in respect of any Further Advance Receivable, the date of origination of the Further Advance and (iii) in respect of any New Mortgage Receivable, the later of (a) the date of origination of the New Mortgage Loan and (b) the first day of the Mortgage Calculation Period in which the relevant Purchase Date falls;
*	**DBRS**	means (i) for the purpose of identifying the DBRS entity that has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor to this rating activity, (ii) for the purpose of identifying the DBRS entity that is registered under the CRA Regulation, DBRS Ratings GmbH, and (iii) in any other case, any entity that is part of DBRS Morningstar, which may be registered or

<table>
<tr><td></td><td></td><td>not under the CRA Regulation, as it appears from the latest available list published by ESMA on its website;</td></tr>
<tr><td>+</td><td>DBRS Equivalent Chart</td><td>means:

<table>
<tr><td>DBRS</td><td>Moody's</td><td>S&P</td><td>Fitch</td></tr>
<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>
<tr><td>A (high)</td><td>A1</td><td>A+</td><td>A+</td></tr>
<tr><td>A</td><td>A2</td><td>A</td><td>A</td></tr>
<tr><td>A (low)</td><td>A3</td><td>A-</td><td>A-</td></tr>
<tr><td>BBB (high)</td><td>Baa1</td><td>BBB+</td><td>BBB+</td></tr>
<tr><td>BBB</td><td>Baa2</td><td>BBB</td><td>BBB</td></tr>
<tr><td>BBB (low)</td><td>Baa3</td><td>BBB-</td><td>BBB-</td></tr>
<tr><td>BB (high)</td><td>Ba1</td><td>BB+</td><td>BB+</td></tr>
<tr><td>BB</td><td>Ba2</td><td>BB</td><td>BB</td></tr>
<tr><td>BB (low)</td><td>Ba3</td><td>BB-</td><td>BB-</td></tr>
<tr><td>B (high)</td><td>B1</td><td>B+</td><td>B+</td></tr>
<tr><td>B</td><td>B2</td><td>B</td><td>B</td></tr>
<tr><td>B (low)</td><td>B3</td><td>B-</td><td>B-</td></tr>
<tr><td>CCC (high)</td><td>Caa1</td><td>CCC+</td><td rowspan="5">CCC</td></tr>
<tr><td>CCC</td><td>Caa2</td><td>CCC</td></tr>
<tr><td>CCC (low)</td><td>Caa3</td><td>CCC-</td></tr>
<tr><td rowspan="2">CC</td><td rowspan="2">Ca</td><td>CC</td></tr>
<tr><td>C</td></tr>
<tr><td>D</td><td>C</td><td>D</td><td>D</td></tr>
</table>
</td></tr>
<tr><td>+</td><td>DBRS Equivalent Rating</td><td>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</td></tr>
</table>

		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);
	Deed of Assignment and Pledge	means a deed of sale, assignment and pledge in the form set out in the Mortgage Receivables Purchase Agreement;
	Deferred Purchase Price	means part of the purchase price for the Mortgage Receivables equal to the sum of all Deferred Purchase Price Instalments;
	Deferred Purchase Price Instalment	means, after application of the relevant available amounts in accordance with the relevant Priority of Payments, any amount remaining after all items ranking higher than the item relating to the Deferred Purchase Price have been satisfied;
	Definitive Notes	means Notes in definitive bearer form in respect of any Class of Notes;
	Directors	means the Issuer Director, the Shareholder Director and the Security Trustee Director collectively;
+	**Domiciliation Agent**	means Intertrust (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of the Grand Duchy of Luxembourg with registered office at 6, rue Eugène Ruppert L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B103123;
+	**Domiciliation Agreement**	means the domiciliation agreement between the Issuer and the Domiciliation Agent, dated on or about the Signing Date, attached as Schedule 4 to the Administration Agreement;
+	**Draft RTS Risk Retention**	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;
	DSA	means the Dutch Securitisation Association;
	EBA	means the European Banking Association;
	ECB	means the European Central Bank;
+	**Eligible Investments**	has the meaning ascribed thereto in Section 5.1 (*Available Funds*) of this Prospectus;

+	**Eligible Investments Minimum Ratings**	has the meaning ascribed thereto in Section 5.1 (Available Funds) of this Prospectus;
*	**EMIR**	means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, as amended by EMIR Amending Regulation;
+	**EMIR Amending Regulation**	means Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 amending EMIR;
	EMMI	means the European Money Markets Institute;
+	**Enforcement Available Amount**	means amounts corresponding to the sum of: (a) amounts (i) recovered (*verhaald*) in accordance with article 3:255 of the Dutch Civil Code by the Security Trustee under any of the Pledge Agreements (other than the Issuer Account Pledge Agreement) and (ii) in respect of the Issuer Account Pledge Agreement, recovered in accordance with article 11 of the Luxembourg Act of 5 August 2005 on financial collateral arrangements, as amended from time to time, to which the Security Trustee is a party on the Pledged Assets, including, without limitation, amounts recovered under or in connection with the Trustee Indemnification under the Mortgage Receivables Purchase Agreement; and (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, in each case less any amounts paid by the Security Trustee to the Secured Creditors pursuant to the Trust Agreement; for the avoidance of doubt, the Enforcement Available Amount shall exclude any amounts provided by the Swap Counterparty as collateral (if any) unless it may be applied in accordance with the Trust Agreement, any Swap Replacement Premium, any Tax Credit and any other amounts standing to the credit of the Swap Collateral Accounts;
	Enforcement Date	means the date of an Enforcement Notice;
	Enforcement Notice	means the notice delivered by the Security Trustee to the Issuer pursuant to Condition 10 (Events of Default);
	EONIA	means the Euro Overnight Index Average as published by EMMI;
	ESMA	means the European Securities and Markets Authority;
	EU	means the European Union;
	EUR or **euro**	means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended from time to time;

	Euribor	has the meaning ascribed thereto in Condition 4 (*Interest and Subordinated Step-up Consideration*);
	Euribor Reference Banks	has the meaning ascribed thereto in Condition 4 (*Interest and Subordinated Step-up Consideration*);
	Euroclear	means Euroclear Bank SA/NV as operator of the Euroclear System;
+	**Euronext Dublin**	means the Irish Stock Exchange plc, trading as Euronext Dublin;
	Eurosystem Eligible Collateral	means collateral recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem;
+	**EUWA**	means the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020;
	Events of Default	means any of the events specified as such in Condition 10 (*Events of Default*);
+	**Excess Proceeds**	means an amount of EUR 4,576,252.60 equal to the proceeds of the issue of the Class A Notes in excess of the Principal Amount Outstanding of the Class A Notes on the Closing Date, less the Excess Reserved Amount;
+	**Excess Proceeds Payment Amount**	has the meaning ascribed thereto in Condition 4(c) (*Interest on the Class A Notes, the Class B Notes and the Class C Notes, the Excess Proceeds Payment Amount and the Class S Revenue Amount*);
+	**Excess Proceeds Note Payment Amount**	means the amount equal to the Excess Proceeds Payment Amount divided by the number of Class A Notes;
+	**Excess Reserved Amount**	means an amount equal to EUR 565,911.40;
	Excess Swap Collateral	means, (x) in respect of the Early Termination Date (as defined in the Swap Agreement), collateral of a value equal to the amount by which the value of collateral transferred to the Issuer by the Swap Counterparty and accrued interest and any distributions received in respect thereof exceeds the value of the amounts owed by the Swap Counterparty (if any) to the Issuer (for the avoidance of doubt, calculated prior to any netting or set-off of an Unpaid Amount equal to the value of the collateral) and (y) in respect of any other valuation date under the Swap Agreement, collateral of a value equal to the amount by which the value of collateral transferred to the Issuer by the Swap Counterparty and accrued interest and any distributions received in respect thereof exceeds the value of the Swap Counterparty's collateral posting requirements under the credit support annex forming part of the Swap Agreement on such date;
	Exchange Date	means the date not earlier than forty (40) days after the issue date of the Notes on which interests in the Temporary Global Notes will be exchangeable for interests in the Permanent Global Notes;
*	**Extraordinary Resolution**	means a resolution passed at a Meeting or Meetings 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;
	FATCA	means Sections 1471 through 1474 of the Code or regulations and other authoritative guidance thereunder;
+	**FATCA Withholding**	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);
+	**FCA**	means the Financial Conduct Authority or any successor entity;
	Final Maturity Date	means the Notes Payment Date falling in November 2056;
	First Optional Redemption Date	means the Notes Payment Date falling in November 2025;
*	**Fitch**	means Fitch Ratings Ireland Limited or any of its branches, and includes any successor to its rating business;
+	**Foreclosure Procedures**	means the procedures to be complied with upon a default by the Borrower under a Mortgage Loan set out in the mortgage manual relating to the Originator;
	Foreclosure Value	means the foreclosure value of the Mortgaged Asset;
+	**Former Insolvency Regulation**	means the Council Regulation (EC) no. 1346/2000 of May 29, 2000 on insolvency proceedings, as amended;
	Further Advance	means a loan or a further advance to be made to a Borrower under a Mortgage Loan, which is secured by the same Mortgage;
+	**Further Advance Available Funds**	means, during the relevant Notes Calculation Period and the immediately succeeding Notes Payment Date, an amount equal to (a) to the sum of (i) the amounts received by the Collection Foundation during the Mortgage Calculation Periods falling in such Notes Calculation Period in respect of the Mortgage Receivables to the extent not yet transferred to the Issuer Collection Account and (ii) the amounts forming part of the Available Principal Funds, other than item (x) thereof, up to the Additional Purchase Cap less (b) the Purchase Price Applied Amount;
	Further Advance Receivable	means the Mortgage Receivable resulting from a Further Advance;
+	**General Data Protection Regulation**	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC as amended from time to time and any Dutch or other applicable data protection laws, rules and regulations;
	Global Note	means any Temporary Global Note or Permanent Global Note;

+	**Hedging Agreements**	means the Swap Agreement and the NAMS Rebalancing Agreement;
+	**Hedging Event of Default**	means a NAMS Event of Default or a Swap Event of Default;
+	**Hedging Termination Event**	means a NAMS Termination Event or a Swap Termination Event;
+	**Hedging Transaction**	means a NAMS Rebalancing Transaction or a Swap Transaction;
*	**Higher Ranking Class**	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 in respect of redemption of principal to it in the Post-Enforcement Priority of Payments;
+	**ICSDs**	means International Central Securities Depositories;
+	**Index**	means the index of increases or decreases, as the case may be, of house prices on the basis of most recent Index Data available to the Seller on (i) the Cut-Off Date immediately preceding the Closing Date in respect of Mortgage Receivables under or in connection with Mortgage Receivables to be purchased on the Closing Date and (ii) the relevant Cut-Off Date in respect of New Mortgage Receivables and/or Further Advance Receivables to be purchased on any Purchase Date;
+	**Index Data**	means data from any of (i) the Land Registry, (ii) an automated valuator and (iii) another generally accepted market participant;
*	**Indexed Market Value**	means in relation to any Mortgage Receivable secured by any Mortgaged Asset, at any date (a) if the Original Market Value of such Mortgaged Asset is equal to or greater than the Price Indexed Value as at such date, the Price Indexed Value or (b) if the Original Market Value of such Mortgaged Asset is less than the Price Indexed Value as at such date, the sum of (i) the Original Market Value and (ii) 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 Seller wishes to apply such different percentage, then such different percentage) of the positive difference between the Price Indexed Value and the Original Market Value
*	**Initial Purchase Price**	means in respect of (i) any relevant Mortgage Receivable, New Mortgage Receivable or Further Advance Receivable, its Outstanding Principal Amount on the relevant Cut-Off Date plus (ii) on the Closing Date, the Excess Proceeds;
	Interest Amount	has the meaning ascribed thereto in Condition 4 (*Interest and Subordinated Step-up Consideration*);
+	**Interest Deficiency Ledger**	means the interest deficiency ledger relating to the Class B Notes and the Class C Notes and comprising three sub-ledgers for each such Class of Notes;
	Interest Determination Date	means the day that is two Business Days preceding the first day of each Interest Period;

	Interest Period	means the period from (and including) the Closing Date to (but excluding) the Notes Payment Date falling in November 2021 and each successive period from (and including) a Notes Payment Date to (but excluding) the next succeeding Notes Payment Date;
	Interest Rate	means the rate of interest applicable from time to time to the Rated Notes, as determined in accordance with Condition 4 (*Interest and Subordinated Step-up Consideration*);
+	**Interest Rate Policy**	means the policy in relation to the setting and resetting of Mortgage Interest Rates as set out in the Interest Rate Policy Letter;
+	**Interest Rate Policy Letter**	means the interest rate policy letter between the Originator and the Seller, as attached to the Mortgage Receivables Purchase Agreement;
	Interest-only Mortgage Loan	means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity;
	Interest-only Mortgage Receivable	means the Mortgage Receivable resulting from an Interest-only Mortgage Loan;
+	**Intertrust Fee Letter**	means the fee letter entered into between Intertrust (Luxembourg S.à r.l) and ARA Venn dated 27 January 2021, for the services rendered under the Administration Agreement, including the Domiciliation Agreement;
+	**Investment Cash Account**	means the relevant investment cash account maintained by the Issuer with the Issuer Account Bank;
+	**Investment Securities Account**	means any account or securities account opened by the Issuer in respect of any Eligible Investments and any further account opened to hold Eligible Investments in the form of securities;
*	**Investor Report**	means any of (i) the Notes and Cash Report, (ii) the Portfolio and Performance Report, (iii) the Transparency Data Tape and (iv) the Transparency Investor Report;
+	**IORP Directive**	means Directive (EU) 2016/2341 of the European Parliament and of the Council of 14 December 2016 on the activities and supervision of institutions for occupational retirement provision;
+	**IRS**	means the U.S. Internal Revenue Service;
	ISDA	means the International Swaps and Derivatives Association, Inc.;
+	**ISDA Benchmarks Supplement**	means the 2018 ISDA Benchmarks Supplement, published by the International Swaps and Derivatives Association, Inc. on 19 September 2018;
	Issuer	means Cartesian Residential Mortgages 6 S.A., a public limited liability company (*société anonyme*), existing and organised under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 rue Eugène Ruppert L-2453, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B252193, subject, as an unregulated

		securitisation undertaking, to the Luxembourg Act dated 22 March 2004 on securitisation, as amended;
+	**Issuer Account Agent**	means Citibank Europe plc;
*	**Issuer Account Agreement**	means the issuer account agreement between the Issuer, the Security Trustee, the Issuer Account Bank and the Issuer Account Agent dated the Signing Date;
	Issuer Account Bank	means Citibank Europe plc, Luxembourg Branch;
*	**Issuer Account Pledge Agreement**	means the issuer account pledge agreement between the Issuer and the Security Trustee dated the Signing Date;
+	**Issuer Account Rights**	means the Collateral as defined in the Issuer Account Pledge Agreement;
	Issuer Accounts	means any of the Issuer Transaction Accounts and the Swap Collateral Accounts;
	Issuer Administrator	means Intertrust (Luxembourg) S.à r.l. a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of the Grand Duchy of Luxembourg with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B103123;
	Issuer Collection Account	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
	Issuer Director	means Universal Management Services S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of the Grand Duchy of Luxembourg with registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B64474, represented by its permanent representative, as at the date of issuance of the present Prospectus, Mr. Claudio Chirco;
+	**Issuer Investment Accounts**	means the Investment Cash Account and the Investment Securities Account;
*	**Issuer Management Agreement**	means the directorship agreement between the Issuer, the Issuer Director, the Service Provider and the Security Trustee, dated on or about the Signing Date;
	Issuer Mortgage Receivables Pledge Agreement	means the mortgage receivables pledge agreement between the Issuer and the Security Trustee dated the Signing Date;
	Issuer Rights	means any and all rights of the Issuer under and in connection with the Mortgage Receivables Purchase Agreement, the Servicing Agreement, the Hedging Agreements, the Administration Agreement and the Receivables Proceeds Distribution Agreement, collectively;

*	**Issuer Rights Pledge Agreement**	means the issuer rights pledge agreement between, amongst others, the Issuer, the Security Trustee, the Seller, the Issuer Administrator and the Servicer dated the Signing Date, pursuant to which a right of pledge is created in favour of the Security Trustee over the Issuer Rights;
+	**Issuer Services**	means the services to be provided by the Issuer Administrator to the Issuer and the Security Trustee, as set out in the Administration Agreement;
	Issuer Transaction Accounts	means the Issuer Collection Account, the Construction Deposit Account, the Reserve Account, the Pre-funded Account and the Issuer Investment Accounts, jointly;
	Joint Lead Managers	means BNP Paribas, Citigroup Global Markets Limited and SMBC Nikko Capital Markets Europe GmbH;
+	**Joint Security Right Arrangements**	has the meaning ascribed thereto in Section 2 (*Risk Factors*) of this Prospectus;
	Land Registry	means the Dutch land registry (*het Kadaster*);
	LCR Assessment	means the assessment made by the STS Verification Agent in relation to compliance with the criteria set forth in the LCR Delegated Regulation, as amended by Commission Delegated Regulation (EU) 2018/1620 of 13 July 2018;
	LCR Delegated Regulation	means Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for Credit Institutions;
N/A	**Life Insurance Policy**	
N/A	**Life Mortgage Loan**	
N/A	**Life Mortgage Receivable**	
	Linear Mortgage Loan	means a mortgage loan or part thereof in respect of which the Borrower each month pays a fixed amount of principal towards redemption of such mortgage loan (or relevant part thereof) until maturity;
	Linear Mortgage Receivable	means the Mortgage Receivable resulting from a Linear Mortgage Loan;
	Listing Agent	means Walkers Listing Services Limited;
+	**Loan Files**	means the file or files relating to each Mortgage Loan containing, *inter alia,* (i) all material correspondence relating to that Mortgage Loan; (ii) a certified copy of the Mortgage Deed; and (iii) any other documents or agreements relating to that Mortgage Loan;
+	**Loan Index**	means, for each Swap Mortgage Receivable:

		(i) prior to the first Swap Mortgage Receivable Reset Date, the relevant percentage specified in the Swap Agreement; and (ii) following a Swap Mortgage Receivable Reset Date, the sum of (a) the Swap Reference Rate and (b) the Spread;
	Loan Parts	means one or more of the loan parts (*leningdelen*) of which a mortgage loan consists;
	Loan to Income Ratio	means in respect of a Mortgage Loan, the ratio calculated by dividing the Outstanding Principal Amount on such date by the sum of the gross annual income of the relevant Borrower(s);
	Local Business Day	has the meaning ascribed thereto in Condition 5(c) (*Payment*);
	MAD Regulations	means the Market Abuse Directive, the Market Abuse Regulation and the Dutch implementation legislation pertaining thereto;
+	**Majority Class S Noteholder**	means (a) (where the Class S Notes are represented by Definitive Notes) the holder of more than 50 per cent. of the Principal Amount Outstanding of the Class S Notes or (where the Class S Notes are represented by a Global Note) the person who holds the beneficial interest in more than 50 per cent. of the Principal Amount Outstanding of the Class S Notes or (b) where no person holds greater than 50 per cent. of the Principal Amount Outstanding of the Class S Notes or, as applicable, beneficial interest in more than 50 per cent. of the Principal Amount Outstanding of the Class S Notes, the person who holds the greatest amount of Class S Notes by reference to the Principal Amount Outstanding or, as applicable, beneficial interest in the greatest amount of Class S Notes by reference to the Principal Amount Outstanding;
	Management Agreement	means any of (i) the Issuer Management Agreement, (ii) the Shareholder Management Agreement and (iii) the Security Trustee Management Agreement;
	Market Abuse Directive	means Directive 2014/57/EU of 16 April 2014;
	Market Abuse Regulation	means Regulation (EU) No 596/2014 of 16 April 2014;
*	**Market Value**	means (i) the market value (*marktwaarde*) 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, or if more recent, either the assessment by the Dutch tax authorities on the basis of the WOZ at the time of application by the Borrower or the indexed market value 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;
	Master Definitions Agreement	means the master definitions agreement between, amongst others, the Seller, the Issuer and the Security Trustee dated the Signing Date;
	MiFID II	means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments;

+	**Monthly Mortgage Report**	means the monthly mortgage report substantialy in the form as attached to the Servicing Agreement;
	Moody's	means Moody's Investors Service Ltd., and includes any successor to its rating business;
	Mortgage	means a mortgage right (*hypotheekrecht*) securing the relevant Mortgage Receivable;
	Mortgage Calculation Date	means the fifth Business Day of each month;
	Mortgage Calculation Period	means the period commencing on (and including) the first day of each calendar month and ending on (and including) the last day of such calendar month, except for the first mortgage calculation period which commences on (and includes) the initial Cut-Off Date and ends on (and includes) the last day of June 2021;
	Mortgage Collection Payment Date	means the seventh Business Day of each calendar month;
	Mortgage Conditions	means the terms and conditions applicable to a Mortgage Loan, as set forth in the relevant mortgage deed and/or in any loan document, offer document or any other document, including any applicable general terms and conditions for mortgage loans as amended or supplemented from time to time;
	Mortgage Credit Directive	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;
*	**Mortgage Interest Rates**	means the rates of interest from time to time chargeable to Borrowers under the Mortgage Receivables;
	Mortgage Loan Criteria	means the criteria relating to the Mortgage Loans set forth as such in Section 7.3 (*Mortgage Loan Criteria*) of this Prospectus;
*	**Mortgage Loan Services**	means the services to be provided by the Servicer to the Issuer and the Security Trustee with respect to the Mortgage Receivables as set out in the Servicing Agreement, other than the Portfolio Services;
	Mortgage Loans	means the mortgage loans granted by the Originator to the relevant borrowers which may consist of one or more Loan Parts, excluding any Bridge Loan Parts, as set forth in the list of loans attached to the Mortgage Receivables Purchase Agreement and, after any purchase and assignment of any New Mortgage Receivables or Further Advance Receivables has taken place in accordance with the Mortgage Receivables Purchase Agreement, the relevant New Mortgage Loans and/or Further Advances to the extent any and all rights under and in connection therewith are not retransferred or otherwise disposed of by the Issuer;
*	**Mortgage Receivable**	means any and all rights of the Originator (and after Assignment I, the Seller and, after Assignment II, the Issuer) against the Borrower under or in connection with a Mortgage Loan, including any and all claims of the Originator (or the Seller after Assignment I or the Issuer

		after Assignment II) on the Borrower as a result of the Mortgage Loan being terminated, dissolved or declared null and void;
	Mortgage Receivables Purchase Agreement	means the mortgage receivables purchase agreement between, the Originator, the Seller, the Issuer and the Security Trustee dated the Signing Date;
+	**Mortgage-Backed Notes**	means the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes jointly;
	Mortgaged Asset	means (i) a real property (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*) or (iii) a long lease (*erfpachtsrecht*) situated in the Netherlands on which a Mortgage is vested;
*	**Most Senior Class**	means such Class of Notes which has not been previously redeemed or written off in full and which ranks higher in priority in respect of redemption of principal than any other Class of Notes in the Post-Enforcement Priority of Payments;
+	**Mover Mortgage Loan**	means a Mortgage Loan in respect of which the Mover Option is exercised;
+	**Mover Option**	means the option of a Borrower to replace an existing Mortgage Loan with a new mortgage loan pursuant to the *meeneemregeling* (porting facility) and to which the same Mortgage Conditions apply as the existing Mortgage Loan;
+	**NAMS Event of Default**	means an Event of Default as defined in the NAMS Rebalancing Agreement;
+	**NAMS Rebalancing Agreement**	means the 2002 ISDA Master Agreement, together with the schedule and the confirmations relating to the transactions and any amendment agreements thereto dated on or about the Closing Date and entered into by and between the Issuer and the Swap Counterparty to address the risk that the amortisation of the Swap Mortgage Receivables diverges from the expected amortisation scenarios;
+	**NAMS Rebalancing Payment**	means a payment the Swap Counterparty may be entitled to receive pursuant to the NAMS Rebalancing Agreement if the Swap Mortgage Receivables amortise more quickly or more slowly than expected;
+	**NAMS Rebalancing Transaction**	means any of the transactions entered into under the NAMS Rebalancing Agreement;
	NAMS Termination Event	means a Termination Event as defined in the NAMS Rebalancing Agreement;
+	**Negative Carry Amount**	means, on the Closing Date and at opening of business of the first Notes Payment Date, an amount equal to EUR 865,911.40, being the sum of (i) the Construction Deposit Negative Carry Amount, (ii) the Pre-funded Account Negative Carry Amount, (iii) the Swap Negative Carry Amount and (iv) the Excess Reserved Amount and, on any subsequent Notes Payment Date, the Construction Deposit Negative Carry Amount;
*	**Net Foreclosure Proceeds**	means (i) the proceeds of a foreclosure on a Mortgage, (ii) the proceeds of foreclosure on any other collateral securing the relevant

		Mortgage Receivable, (iii) the proceeds, if any, of collection of any insurance policy in connection with the relevant Mortgage Receivable, including fire insurance policy and any other insurance policy and (iv) the proceeds of foreclosure on any other assets of the relevant Borrower, in each case after deduction of foreclosure costs in respect of such Mortgage Receivable;
*	**New Mortgage Loan**	means a mortgage loan granted by the Originator to the relevant Borrower, which may consist of one or more Loan Parts, excluding any Bridge Loan Parts, as set forth as such in the list of loans attached to any Deed of Assignment and Pledge executed during the Pre-funded Period other than the initial Deed of Assignment and Pledge to the extent any and all rights under and in connection therewith are not retransferred or otherwise disposed of by the Issuer;
	New Mortgage Receivable	means the Mortgage Receivable resulting from a New Mortgage Loan;
*	**Non-Permitted Mortgage Loan Amendment**	means an amendment by the Originator and the relevant Borrower of the terms of the relevant Mortgage Loan, as a result of which such relevant Mortgage Loan no longer meets certain criteria (including the Mortgage Loan Criteria) as set forth in the Mortgage Receivables Purchase Agreement, except in case such amendment relates to (a) an agreed (re)payment plan with a Borrower due to the deterioration of the credit quality of the Borrower or (b) any forbearances granted in connection with regulatory, national, or industry-wide payment postponement measures in times of extraordinary distress (for instance COVID-19);
	Noteholders	means the persons who for the time being are the holders of the Notes;
	Notes	means the Mortgage-Backed Notes and Class S Notes jointly;
*	**Notes and Cash Report**	means the report which will be published quarterly by the Issuer, or the Issuer Administrator on its behalf, and which report will comply with the standard of the DSA;
	Notes Calculation Date	means, in respect of a Notes Payment Date, the third Business Day prior to such Notes Payment Date;
	Notes Calculation Period	means, in respect of a Notes Calculation Date, the three successive Mortgage Calculation Periods immediately preceding such Notes Calculation Date, except for the first Notes Calculation Period which will commence on the first Cut-Off Date and end on and include the last day of October 2021;
	Notes Payment Date	means 25 November 2021 and, thereafter, the 25th day of February, May, August and November of each year or, if such day is not a Business Day, the immediately succeeding Business Day unless it would as a result fall in the next calendar month, in which case it will be the Business Day immediately preceding such day;
	Notes Purchase Agreements	means the Senior Subscription Agreement and the Class D-S Notes Purchase Agreement;

+	**Observation Date**	has the meaning ascribed thereto in the Swap Agreement;
	Optional Redemption Date	means any Notes Payment Date from (and including) the First Optional Redemption Date up to (and excluding) the Final Maturity Date;
N/A	**Original Foreclosure Value**	
*	**Original Market Value**	means the Market Value of the Mortgaged Asset as assessed by the Originator at the time of granting the Mortgage Loan, as adjusted by the Seller from time to time;
	Originator	means Venn Hypotheken B.V.;
	Other Claim	means any claim the Originator or the Seller has against the Borrower, other than a Mortgage Receivable, which is secured by the Mortgage and/or Borrower Pledge, other than a Bridge Loan Part;
	Outstanding Principal Amount	means, at any moment in time, (i) the outstanding principal amount of a Mortgage Receivable at such time or (ii), after a Realised Loss of the type described in limbs (A) and (B) of the definition of Realised Loss in respect of such Mortgage Receivable, zero;
	Parallel Debt	has the meaning ascribed thereto in Section 4.7 (S*ecurity*) of this Prospectus;
	Parallel Debt Agreement	means the parallel debt agreement between, the Issuer, the Security Trustee and the Secured Creditors (other than the Noteholders) dated the Signing Date;
	Paying Agency Agreement	means the paying agency agreement between the Issuer, the Paying Agent, the Reference Agent and the Security Trustee dated the Signing Date;
	Paying Agent	means Citibank Europe plc;
	PCS	means Prime Collateralised Securities (PCS) EU SAS;
	Permanent Global Note	means a permanent global note in respect of a Class of Notes;
	Pledge Agreements	means the Issuer Account Pledge Agreement, the Issuer Mortgage Receivables Pledge Agreement, the Issuer Rights Pledge Agreement, the Collection Foundation Accounts Pledge Agreement and any Deed of Assignment and Pledge;
	Pledge Notification Event	means any of the events specified in clause 5.1 of the Issuer Rights Pledge Agreement;
*	**Pledged Assets**	means the Mortgage Receivables, the Issuer Account Rights and the Issuer Rights;
*	**Portfolio and Performance Report**	means the report which will be published quarterly by the Issuer, or the Issuer Administrator on its behalf, and which report will comply with the standard of the DSA;

+	**Portfolio Services**	means the services to be provided by the Servicer to the Issuer and the Security Trustee, as set out in Schedule 2 to the Servicing Agreement;
+	**Portfolio Services Fee**	any fee due and payable to the Servicer for the performance of the Portfolio Services under the Servicing Agreement;
	Post-Enforcement Priority of Payments	means the priority of payments set out as such in Section 5.2 (*Priorities of Payments*) of this Prospectus;
+	**Pre-funded Account**	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
+	**Pre-funded Account Negative Carry Amount**	means an amount equal to EUR 127,000;
+	**Pre-funded Amount**	means an amount of EUR 64,050,939.83 on the Closing Date and, thereafter, the balance standing to the credit of the Pre-funded Account;
+	**Pre-funded Period**	means (i) if the Pre-funded Amount is greater than EUR 0, the period commencing on (and including) the Closing Date and ending on (and including) the earlier of (a) the first Notes Payment Date and (b) the date on which the Seller informs the Issuer that no additional New Mortgage Receivables will be available for sale and assignment to the Issuer and (ii) if the Pre-funded Amount is equal to EUR 0, the period commencing on (and including) the Closing Date and ending on (and including) the Closing Date;
	Prepayment Penalties	means any prepayment penalties (*boeterente*) to be paid by a Borrower under a Mortgage Loan as a result of the Mortgage Receivable being repaid (in whole or in part) prior to the maturity date of such Mortgage Loan other than (i) on a date whereon the interest rate is reset or (ii) as otherwise permitted pursuant to the Mortgage Conditions;
+	**Previous Transaction Security Trustees**	means Stichting Security Trustee Cartesian Residential Mortgages 2, Stichting Security Trustee Cartesian Residential Mortgages 3, Stichting Security Trustee Cartesian Residential Mortgages Blue, Stichting Security Trustee Cartesian Warehouse 3, Stichting Security Trustee Cartesian Residential Mortgages 4, Stichting Security Trustee Cartesian Residential Mortgages 5 and other funders or their respective security trustees or agents;
+	**Previous Transaction SPVs**	means Cartesian Residential Mortgages 2 S.A., Cartesian Residential Mortgages 3 S.A., Cartesian Residential Mortgages Blue S.A., Cartesian Warehouse 3 S.A., Cartesian Residential Mortgages 4 S.A., Cartesian Residential Mortgages 5 S.A.;
+	**Price Indexed Value**	means in respect of any Mortgaged Asset, at any date, the Original Market Value of such Mortgaged Asset increased or decreased by the increase or decrease in the Index since the date of the Original Market Value;
	PRIIPs Regulation	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);
	Principal Amount Outstanding	has the meaning ascribed thereto in Condition 6(h) (*Definitions*);
	Principal Deficiency	means the debit balance, if any, of the relevant sub-ledger of the Principal Deficiency Ledger;
*	**Principal Deficiency Ledger**	means the principal deficiency ledger relating to the Mortgage-Backed Notes and comprising sub-ledgers for each such Class of Mortgage-Backed Notes which will be established by or on behalf of the Issuer to record any Realised Loss and any Revenue Shortfall Amount;
+	**Principal Reconciliation Ledger**	means the ledger created for the purpose of recording any reconciliation payments in relation to principal in accordance with the Administration Agreement;
	Principal Shortfall	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 Notes divided by (ii) the number of Notes of such Class of Mortgage-Backed Notes on such Notes Payment Date;
	Priority of Payments	means any of the Revenue Priority of Payments, the Redemption Priority of Payments and the Post-Enforcement Priority of Payments;
	Prospectus	means this prospectus dated 9 June 2021 relating to the issue of the Notes;
	Prospectus Regulation	means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 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;
+	**Purchase Date**	means (i) in respect of any New Mortgage Receivables, any date during the Pre-funded Period, and (ii) in respect of any Further Advance Receivables, any date up to (but excluding) the earlier of (a) the First Optional Redemption Date and (b) the date on which the Seller informs the Issuer that no additional Further Advance Receivables will be available for sale and assignment to the Issuer;
+	**Purchase Price**	means the Initial Purchase Price and the Deferred Purchase Price;
+	**Purchase Price Applied Amount**	means in any Notes Calculation Period and the immediately succeeding Notes Payment Date, any part of the Available Principal Funds, other than item (x) thereof, that has been applied by the Issuer towards payment of the Initial Purchase Prices for the purchase of Further Advance Receivables during such Notes Calculation Period or on such Notes Payment Date;
+	**Qualifying Interest**	has the meaning ascribed thereto in section 4.6 of this Prospectus (*Taxation*);
+	**Rate Determination Agent**	means (A) a major bank or broker-dealer in the Netherlands, the European Union as appointed by the Seller; or (B), if it is not

		reasonably practicable to appoint a party as referred to under (A), the Seller;
+	**Rated Notes**	means the Class A Notes, the Class B Notes and the Class C Notes;
	Realised Loss	has the meaning ascribed thereto in Section 5.3 (*Loss Allocation*) of this Prospectus;
+	**Recast Insolvency Regulation**	means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, recast;
*	**Receivables Proceeds Distribution Agreement**	means the receivables proceeds distribution agreement between, amongst others, the Collection Foundation, the Seller and the Originator, dated 18 March 2014, as amended and restated on 24 March 2016, to which the Issuer and the Security Trustee acceded on the Signing Date;
+	**Reconciliation Ledger**	means each of the Principal Reconciliation Ledger and the Revenue Reconciliation Ledger;
	Redemption Amount	means the principal amount redeemable in respect of each integral multiple of a Note as described in Condition 6(f) (*Redemption Amount*);
	Redemption Priority of Payments	means the priority of payments set out as such in Section 5.2 (*Priorities of Payments*) of this Prospectus;
	Reference Agent	means Citibank Europe plc;
+	**Reference Pool**	means in respect of a Hedging Transaction, the Swap Mortgage Receivables that are identified in the loan tape as falling within the reference pool relating to that Hedging Transaction;
+	**Reference Rate**	means Euribor;
	Regulation S	means Regulation S of the Securities Act;
	Relevant Class	has the meaning ascribed thereto in Condition 10 (*Events of Default*);
+	**Relevant Collection Foundation Account**	means the bank account designated to collect the amounts due in respect of the Mortgage Loans as set forth in the Receivables Proceeds Distribution Agreement;
+	**Relibi Law**	has the meaning ascribed thereto in Section 4.6 (*Taxation*);
+	**Remarketing Call Notice**	has the meaning ascribed thereto in Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*);
+	**Remarketing Call Option**	means the right of the Majority Class S Noteholder or, if the Majority Class S Noteholder does not exercise such right, the Seller to restructure and remarket the Notes in accordance with and subject to Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*);
+	**Remarketing Call Option Conditions**	has the meaning ascribed thereto in Condition 6(d) (*Remarketing Call Option on an Optional Redemption Date*);

	Replacement Reference Rate	has the meaning ascribed thereto in Condition 4(j) (*Replacement Reference Rate*);
*	**Reporting Entity**	means the Seller in its capacity as the entity responsible for compliance with article 7 of the Securitisation Regulation;
+	**Required Call Amount**	means: (a) in relation to the Clean-Up Call Option, the Seller Call Option and the Risk Retention Regulatory Change Call Option, an amount equal to the higher of (i) the aggregate Outstanding Principal Amount less the Aggregate Construction Deposit Amount together with (y) any unpaid interest accrued (up to but excluding the relevant cut-off date of the sale and assignment of the Mortgage Receivables) and (z) reasonable costs (including any costs incurred by the Issuer in effecting and completing such purchase and assignment) and (ii) an amount that is sufficient for the Issuer to redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding in full subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*), and to pay all accrued (but unpaid) interest and the Subordinated Step-up Consideration in respect of any of the Rated Notes and to pay other amounts due ranking higher or equal to any (interest) payments in respect of the Mortgage-Backed Notes in accordance with the relevant Priority of Payments and the Trust Agreement, whereby for the purpose of the calculation of (ii), the balance standing to the credit of the Reserve Account shall be excluded; and (b) in relation to the Tax Call Option, an amount equal to the higher of (i) the aggregate Outstanding Principal Amount less the Aggregate Construction Deposit Amount together with (y) any unpaid interest accrued (up to but excluding the relevant cut-off date of the sale and assignment of the Mortgage Receivables) and (z) reasonable costs (including any costs incurred by the Issuer in effecting and completing such purchase and assignment) and (ii) an amount that is sufficient for the Issuer to redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding in full and to pay all accrued (but unpaid) interest and the Subordinated Step-up Consideration in respect of any of the Rated Notes and to pay other amounts due ranking higher or equal to any (interest) payments in respect of the Mortgage-Backed Notes in accordance with the relevant Priority of Payments and the Trust Agreement, whereby for the purpose of the calculation of (ii), the balance standing to the credit of the Reserve Account shall be excluded; and (c) in relation to the Remarketing Call Option, an amount that is sufficient for the Issuer to redeem the Mortgage-Backed Notes at their respective Principal Amount Outstanding in full subject to, in respect of the Class D Notes, Condition 9(b) (*Principal*) and to pay all accrued (but unpaid) interest and the Subordinated Step-up Consideration in respect of any of the Rated Notes, and to pay other amounts due ranking higher or equal to the Mortgage-Backed Notes in the relevant Priority of Payments and the Trust Agreement, whereby for the purpose of the calculation, the balance standing to the credit of the Reserve Account shall be excluded;
+	**Required Ratings**	means in respect of the Collection Foundation Accounts Provider, (i) in respect of Fitch (only to the extent Fitch assigns a rating to any of

		the Notes), (x) a long term issuer default rating of at least "A" by Fitch and (y) a short term issuer default rating of at least "F1" by Fitch and (ii) in respect of Moody's (only to the extent Moody's assigns a rating to any of the Notes), a rating of its unsecured, unsubordinated and unguaranteed debt obligations of at least "BBB" by Moody's and (iii) in respect of S&P (only to the extent S&P assigns a rating to any of the Notes), (x) a rating of its long-term unsecured, unsubordinated and unguaranteed debt obligations of at least "BBB" by S&P and (y) a rating of its short-term unsecured, unsubordinated and unguaranteed debt obligations of at least "A-2" by S&P;
	Requisite Credit Rating	means the rating of (i) (a) 'F1' (short-term deposit rating) or 'A' (long-term deposit rating) by Fitch, or (b) if Fitch has not assigned a deposit rating to such party, 'F1' (short-term issuer default rating) or 'A' (long-term issuer default rating) by Fitch; and (ii) (a) a rating of 'A (high)' (long-term critical obligations rating) by DBRS, or (b) if DBRS has not assigned a critical obligations rating to such party, a rating of 'A' (long-term issuer default rating) by DBRS, or (c) if DBRS has not assigned a credit rating to such party, a DBRS Equivalent Rating of 'A' (long-term issuer default rating), or such other rating(s) than as set forth under (i) and (ii) as may be agreed by the relevant parties from time to time as would maintain the then current ratings of the Rated Notes;
	Reserve Account	means the bank account of the Issuer designated as such in the Issuer Account Agreement;
*	**Reserve Account First Target Level**	means, (A) on the Closing Date and on the first Notes Payment Date, an amount equal to 1.40 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date, (B) on any Notes Payment Date thereafter, an amount equal to the higher of (a) 1.40 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes at close of business on the immediately preceding Notes Payment Date and (b) 82.5 per cent. of the Reserve Account First Target Level on the Closing Date and (C) at close of business on the relevant Notes Payment Date on which all amounts of interest and principal due to the Class A Notes and the Class B Notes have been or will be paid and redeemed, zero;
*	**Reserve Account Second Target Level**	means, (A) on the Closing Date and on the first Notes Payment Date, an amount equal to 1.60 per cent. of the Principal Amount Outstanding of the Mortgage-Backed Notes on the Closing Date, (B) on any Notes Payment Date thereafter, an amount equal to the higher of (a) the sum of (i) 1.60 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes at close of business on the immediately preceding Notes Payment Date and (ii) 1.60 per cent. of the Principal Amount Outstanding of the Class C Notes and Class D Notes at close of business on the immediately preceding Notes Payment Date and (b) 82.5 per cent. of the Reserve Account Second Target Level on the Closing Date and (C) at close of business on the relevant Notes Payment Date on which all amounts of interest and principal due to the Rated Notes have been or will be paid and redeemed, zero;

	Revenue Priority of Payments	means the priority of payments set out as such in Section 5.2 (*Priorities of Payments*) of this Prospectus;
+	**Revenue Reconciliation Ledger**	means the revenue reconciliation ledger created for the purpose of recording any reconciliation payments in relation to interest in accordance with the Administration Agreement;
+	**Revenue Shortfall Amount**	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, other than the Subordinated Step-up Consideration, of the Most Senior Class;
+	**Risk Retention Regulatory Change Call Option**	means the right of the Seller to purchase and accept assignment from the Issuer of all Mortgage Receivables (or cause a third party to do so) on any Notes Payment Date following a Risk Retention Regulatory Change Event in accordance with and subject to the Mortgage Receivables Purchase Agreement and the Trust Agreement;
+	**Risk Retention Regulatory Change Event**	means (a) any change in or the adoption of any new law, rule, technical standards or regulation or any determination made by a relevant regulator, which as a matter of law or, as the case may be, contractually, has a binding effect on the Seller after the Closing Date, which would impose a positive obligation or, as the case may be, a reasonable efforts undertaking, on the Seller to subscribe to Notes to comply with a, in its reasonable opinion, materially higher percentage of risk retention than set out in (x) article 6 of the Securitisation Regulation, (y) article 6 of the UK Securitisation Regulation or (z) Section 15G of the U.S. Securities Exchange Act of 1934 and any applicable implementing regulations or otherwise impose additional material obligations on it (as determined by the Seller, acting reasonably); or (b) the occurrence of a significant regulatory change or event which adversely affects the ability of the Seller to continue to comply with the requirements under the laws and regulations set forth under (x), (y) or (z), respectively;
	Risk Retention U.S. Persons	means "U.S. Persons" as defined in the U.S. Risk Retention Rules;
	RMBS Standard	means the residential mortgage-backed securities standard created by the DSA, as amended from time to time;
	RTS Homogeneity	means the final version of 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;
	S&P	means Standard & Poor's Credit Market Services Europe Limited, and includes any successor to its rating business;
	Secured Creditors	means (i) the Directors, (ii) the Servicer, (iii) the Issuer Administrator, (iv) the Paying Agent, (v) the Reference Agent, (vi) the Issuer

		Account Bank, (vii) the Issuer Account Agent, (viii) the Noteholders, (ix) the Seller, (x) the Swap Counterparty, (xi) the Domiciliation Agent, (xii) the Collection Foundation, (xiii) the Service Provider and (xiv) to any other party designated by the Security Trustee as a Secured Creditor under or in connection with the Transaction Documents;
	Securities Act	means the United States Securities Act of 1933, as amended;
+	**Securitisation Act**	means the Luxembourg Act dated 22 March 2004 on securitisation, as amended;
	Securitisation Regulation	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;
	Security	means any and all security interest created pursuant to the Pledge Agreements;
	Security Trustee	means Stichting Security Trustee Cartesian Residential Mortgages 6, a foundation (*stichting*) organised under Dutch law and established in Amsterdam, the Netherlands;
	Security Trustee Director	means Amsterdamsch Trustee's Kantoor B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Dutch law and established in Amsterdam, the Netherlands;
	Security Trustee Management Agreement	means the security trustee management agreement between the Security Trustee, the Security Trustee Director and the Issuer dated the Signing Date;
	Seller	means Ember VRM S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing and organised under the laws of the Grand Duchy of Luxembourg, with registered office at 36-38 Grand-Rue, L-1660 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B176837;
	Seller Call Option	means, on each Optional Redemption Date, unless the Majority Class S Noteholder has informed the Issuer that it intends to exercise the Remarketing Call Option subject to and in accordance with the Conditions, the Seller's option (but not the obligation) to repurchase all the Mortgage Receivables (but not some only) from the Issuer, by delivery of a notice to the Issuer at least thirty (30) calendar days before the relevant Optional Redemption Date;
+	**Senior Subscription Agreement**	means the senior notes subscription agreement between the Seller, the Joint Lead Managers, the Arrangers and the Issuer relating to the Rated Notes dated the Signing Date;
+	**Service Provider**	means Intertrust (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*), existing and organised

		under the laws of the Grand Duchy of Luxembourg with registered office at 6, rue Eugène Ruppert L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B103123;
	Servicer	means Venn Hypotheken in its capacity as Servicer under the Servicing Agreement;
+	**Services**	means the Mortgage Loan Services and the Portfolio Services;
*	**Servicing Agreement**	means the servicing agreement between the Servicer, the Issuer and the Security Trustee dated the Signing Date;
	Shareholder	means Stichting Holding Cartesian, a foundation (*stichting*) organised under Dutch law and established in Amsterdam, the Netherlands;
	Shareholder Director	means Intertrust Management B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Dutch law and established in Amsterdam, the Netherlands;
*	**Shareholder Management Agreement**	means the shareholder management agreement between the Shareholder and the Shareholder Director lastly amended on 17 March 2015, in respect of which the Security Trustee has the benefit of certain provisions set forth therein pursuant to a letter dated the Signing Date;
	Signing Date	means 8 June 2021 or such later date as may be agreed between the Issuer, the Seller, the Arrangers and the Joint Lead Managers;
	Solvency II Regulation	means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance;
+	**Spread**	means, as of each Swap Mortgage Receivable Reset Date, the percentage determined by the Swap Counterparty reflecting (A) the pricing of hedging the prepayment risk associated with the relevant Swap Mortgage Receivable from the current Swap Mortgage Receivable Reset Date to the earlier of (i) the date on which the reset fixed rate payable under such Swap Mortgage Receivable will next reset and (ii) its maturity date plus (B) any credit, liquidity, regulatory capital charges and other charges incurred by the Swap Counterparty in entering into such hedge, subject to a maximum percentage specified in the Swap Agreement determined by reference to the fixed rate tenor for the Swap Mortgage Receivable;
	SR Repository	means a securitisation repository registered under article 10 of the Securitisation Regulation and appointed by the Reporting Entity for the securitisation transaction as described in this Prospectus;
	SRM Regulation	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;
	SSPE	means securitisation special purpose entity within the meaning of article 2(2) of the Securitisation Regulation;
*	**STS Securitisation**	means a simple, transparent and standardised securitisation established as referred to in article 19 of the Securitisation Regulation;
	STS Verification	means a report from the STS 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;
+	**STS Verification Agent**	means PCS;
+	**Subordinated Notes**	means the Class B Notes, the Class C Notes, the Class D Notes and the Class S Notes;
+	**Subordinated Step-up Consideration**	means, on each Notes Payment Date following the First Optional Redemption Date, in respect of each of the Rated Notes, an amount equal to the higher of (I) zero and (II) the product of (a) the relevant Principal Amount Outstanding of such Class of Rated Notes and (b) the lower of (x) the relevant Subordinated Step-up Margin applicable to such Class of Rated Notes and (y) the sum of (i) Euribor for three (3) month deposits, (ii) the margin applicable to such Class of Rated Notes under Condition 4(c) and (iii) the relevant Subordinated Step-up Margin applicable to such Class of Rated Notes, where (II) is calculated on the basis of the actual days elapsed in such period and a 360 day year;
+	**Subordinated Step-up Consideration Deficiency Ledger**	means the Subordinated Step-up Consideration deficiency ledger relating to the Rated Notes and comprising of three sub-ledgers for each such Class of Rated Notes;
+	**Subordinated Step-up Margin**	means (i) in respect of the Class A Notes, 0.485 per cent. per annum, (ii) in respect of the Class B Notes, 0.45 per cent. per annum and (iii) in respect of the Class C Notes, 0.60 per cent. per annum;
	Sub-servicers	means (i) (a) Stater Nederland B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and (b) in respect of special servicing, HypoCasso B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and (ii) any subsequent sub-agent of the Servicer;
+	**Sub-Servicing Letters**	means the sub-servicing letters between the Servicer, the Sub-servicers, the Originator, the Issuer and the Security Trustee dated the Signing Date;
	Swap Agreement	means the swap agreement (documented under a 2002 ISDA master agreement, including the schedule thereto, a credit support annex and one or more confirmations relating to transactions thereunder) between the Issuer, the Swap Counterparty and the Security Trustee dated the Closing Date;

+	**Swap Calculation Period**	means the "Calculation Period" as such term is defined in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.;
	Swap Cash Collateral Account	means the bank account of the Issuer designated as such in the Issuer Account Agreement and any further account opened in accordance with the Transaction Documents to hold Swap Collateral in the form of cash;
	Swap Collateral	means, at any time, any asset (including cash and/or securities) which is paid or transferred by the Swap Counterparty to the Issuer as collateral to secure the performance by the Swap Counterparty of its obligations under the Swap Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed;
	Swap Collateral Accounts	means the Swap Cash Collateral Account and the Swap Securities Collateral Account;
+	**Swap Confirmation**	means the swap confirmation in respect of each Swap Transaction;
	Swap Counterparty	means BNP Paribas;
	Swap Counterparty Subordinated Payment	means any termination payment due and payable as a result of the occurrence of (i) a Swap Event of Default where the Swap Counterparty is the Defaulting Party or (ii) an Additional Termination Event arising pursuant to the occurrence of a Rating Event (all as defined in the Swap Agreement);
+	**Swap Event of Default**	means an Event of Default as defined in the Swap Agreement;
+	**Swap Fixed Rate**	has the meaning ascribed to Fixed Rate in the Swap Agreement;
+	**Swap Mortgage Receivable**	means a Mortgage Receivable in respect of a Mortgage Loan or Loan Part which is not in arrears for more than 90 days;
+	**Swap Mortgage Receivable Reset Date**	has the meaning ascribed thereto in the Swap Agreement;
+	**Swap Negative Carry Amount**	means an amount equal to EUR 39,000;
+	**Swap Notional Amount**	means in respect of a Swap Transaction, for each Swap Calculation Period, an amount equal to the aggregate Outstanding Principal Amount of all Swap Mortgage Receivables in the Reference Pool as set out on a Swap Mortgage Receivable basis in the loan tape as at the Swap Notional Observation Date for such Swap Calculation Period, provided that in respect of the first Swap Calculation Period, the Swap Notional Amount shall be such as shall be agreed between the Issuer and the Swap Counterparty;
+	**Swap Notional Observation Date**	means in respect of a Swap Transaction and a Swap Calculation Period, the first calendar day of the month in which such Swap Calculation Period commences;
+	**Swap Reference Rate**	means in respect of a Swap Mortgage Receivable on a Swap Mortgage Receivable Reset Date, the swap rate for euro swap

		transactions (which may be negative) corresponding to the mortgage interest period of the relevant Swap Mortgage Receivable, expressed as a percentage: (i) for which the fixed rate is paid quarterly with a 30/360 day count fraction; (ii) the floating rate is Euribor for three (3) month deposits (or, following a Benchmark Trigger Event, such other rate as determined in accordance with the terms of the Swap Agreement), paid quarterly with an Actual/360 day count fraction; and (iii) the swap notional amount amortises quarterly based on the actual loan mandatory amortisation and decreased by a constant prepayment rate of either 3 per cent. or 15 per cent. depending on which results in the highest Swap Reference Rate on the Swap Mortgage Receivable Reset Date;
+	**Swap Replacement Premium**	means an amount (if any) received by the Issuer from a replacement swap counterparty, or an amount paid by the Issuer to a replacement swap counterparty, upon entry by the Issuer into a replacement swap agreement to replace the relevant Hedging Agreement;
	Swap Securities Collateral Account	means any bank account or securities account opened by the Issuer with the Issuer Account Bank or custodian in accordance with the Transaction Documents to hold Swap Collateral in the form of securities;
+	**Swap Termination Event**	means a Termination Event as defined in the Swap Agreement;
	Swap Transaction	means any of the swap transactions entered into under the Swap Agreement;
	TARGET 2	means the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 System;
	TARGET 2 Settlement Day	means any day on which TARGET 2 is open for the settlement of payments in euro;
	Tax Call Option	means the option of the Issuer, to redeem all (but not some only) of the Mortgage-Backed Notes in accordance with Condition 6(e) (*Redemption for tax reasons*);
*	**Tax Credit**	means any tax credit obtained by the Issuer as further described in the Swap Agreement and the NAMS Rebalancing Agreement, respectively;
	Temporary Global Note	means a temporary global note in respect of a Class of Notes;
	Transaction Documents	means the Master Definitions Agreement, the Mortgage Receivables Purchase Agreement, any Deed of Assignment and Pledge, the Administration Agreement, the Issuer Account Agreement, the Servicing Agreement, the Pledge Agreements, the Parallel Debt Agreement, the Notes, the Paying Agency Agreement, the Management Agreements, the Domiciliation Agreement, the Sub-

		Servicing Letters, the Hedging Agreements, the Collection Foundation Agreements and the Trust Agreement;
+	**Transparency Data Tape**	means a report in the form of the standardised template set out in Annex II of Delegated Regulation (EU) 2020/1224, in accordance with article 7(1)(a) of the Securitisation Regulation, containing certain loan-by-loan information;
+	**Transparency Investor Report**	means a report in the form of the standardised template set out in Annex II of Delegated Regulation (EU) 2020/1224, in accordance with article 7(1)(e) of the Securitisation Regulation;
	Trust Agreement	means the trust agreement between the Issuer, the Security Trustee and the Shareholder dated the Signing Date;
+	**U.S. Risk Retention Rules**	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;
+	**UK** or **the United Kingdom**	means the United Kingdom of Great Britain and Northern Ireland;
+	**UK CRA Regulation**	means Regulation (EU) 1060/2009 of 16 September 2009 on credit rating agencies, as amended by Regulation EU No 462/2013 of 21 May 2013 as it forms part of domestic law in the United Kingdom by virtue of the EUWA;
+	**UK Institutional Investor**	means each of the CRR firms as defined by article 4(1)(2A) of the CRR as it forms part of domestic law in the United Kingdom by virtue of the EUWA, certain alternative investment fund managers which manage or market alternative investment funds in the United Kingdom, UK regulated insurers or reinsurers, certain management companies as defined in section 237(2) of the FSMA, UCITS as defined by section 236A of FSMA which is an authorised open ended investment company as defined in section 237(3) of FSMA and occupational pension schemes as defined in section 1(1) of the Pension Schemes Act 1993;
+	**UK Securitisation Regulation**	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 as it forms part of domestic law in the United Kingdom by virtue of the EUWA;
+	**UK STS Securitisation**	means a simple, transparent and standardised securitisation established as referred to in article 19 of the UK Securitisation Regulation;
+	**Unpaid Amount**	means an Unpaid Amount as defined in the 2002 ISDA Master Agreement;
+	**Venn Hypotheken**	means Venn Hypotheken B.V.;

	Wft	means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and its subordinate and implementing decrees and regulations as amended from time to time;
*	**WOZ**	means the Valuation of Immovable Property Act (*Wet waardering onroerende zaken*) as amended from time to time.

9.2 INTERPRETATION

9.2.1 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.

9.2.2 Any reference in this Prospectus to:

an "**Act**" or a "**statute**" or "**treaty**" or otherwise to any legislation or regulation, shall be construed as a reference to such Act, statute or treaty as the same may have been, or may from time to time be, amended or, in the case of an Act or a statute, re-enacted;

"**Agreement**" or "**Deed**" or a "**Deed**" or a "**Transaction Document**" or any of the Transaction Documents (however referred to or defined) shall be construed as a reference to such document or agreement as the same may be amended, supplemented, restated, novated or otherwise modified from time to time;

a "**Class**" of Notes shall be construed as a reference to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class S Notes, as applicable;

a "**Class A**", "**Class B**", "**Class C**", "**Class D**", "**Class S**" Noteholder, Principal Deficiency, Principal Deficiency Ledger, Interest Deficiency Ledger, Subordinated Step-up Margin, Subordinated Step-up Consideration, Subordinated Step-up Consideration 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, Interest Deficiency Ledger, Subordinated Step-up Margin, Subordinated Step-up Consideration, Subordinated Step-up Consideration Deficiency Ledger, Principal Shortfall, Redemption Amount, Temporary Global Note or Permanent Global Note pertaining to, as applicable, the relevant Class of Notes;

a "**Code**" shall be construed as a reference to such code as the same may have been, or may from time to time be, amended;

"**creditors process**" means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*);

"**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**" and/or "**Clearstream, Luxembourg**" includes any additional or alternative clearing 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 clearing system must be authorised to hold the Temporary Global Notes and the Permanent Global Notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations;

the "**records of Euroclear and Clearstream, Luxembourg**" are to the records that each of Euroclear and Clearstream, Luxembourg 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;

a "**guarantee**" includes any guarantee which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of articles 2011 and seq. of the Luxembourg Civil Code;

"**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, judgment, 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, judgment, 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 "**lien**" or "**security interest**" includes any *hypothèque, nantissement, gage, privilege, sûreté réelle, droit de rétention*, and any type of security in rem or agreement or arrangement having a similar effect and any transfer of title by way of security;

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 "**person being unable to pay its debts**" includes that person being in a state of *cessation de paiements*;

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;

a "**receiver**", "**administrative receiver**", "**administrator**", "**trustee**", "**custodian**", "**sequestrator**", "**conservator**" or similar officer includes, without limitation, a *juge délégué*, *commissaire*, *juge-commissaire*, *mandataire ad hoc*, *administrateur provisoire*, *liquidateur* or *curateur*;

"**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 "**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 transferees and any subsequent successors and transferees in accordance with their respective interests;

"**tax**" includes any present or future tax, levy, impost, duty, repayment of state aid concerning taxes 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); and

a "**winding-up**", "**administration**" or "**dissolution**" includes, without limitation, bankruptcy (*faillite*), insolvency, liquidation, composition with creditors (*concordat préventif de la faillite*), moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), fraudulent conveyance (*action paulienne*), general settlement with creditors, reorganization or similar laws affecting the rights of creditors generally.

9.2.3 In this Prospectus, save where the context otherwise requires, words importing the singular number include the plural and *vice versa*.

9.2.4 Headings used in this Prospectus are for ease of reference only and do not affect the interpretation of this Prospectus.

REGISTERED OFFICES

ISSUER

Cartesian Residential Mortgages 6 S.A.
6, rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg

SELLER

Ember VRM S.à r.l.
36-38 Grand-Rue, L-1660
Luxembourg
Grand Duchy of Luxembourg

ORIGINATOR AND SERVICER

Venn Hypotheken B.V.
Lage Mosten 1-11
4822 NJ Breda
The Netherlands

SECURITY TRUSTEE

Stichting Security Trustee Cartesian Residential Mortgages 6
Prins Bernhardplein 200
1097 JB Amsterdam
The Netherlands

ISSUER ADMINISTRATOR

Intertrust (Luxembourg) S.à r.l.
6, rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg

ISSUER ACCOUNT BANK

Citibank Europe plc, Luxembourg Branch
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Grand Duchy of Luxembourg

ISSUER ACCOUNT AGENT

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C/o Citibank Europe Plc
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Ireland

SWAP COUNTERPARTY

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SUB-SERVICERS

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the Netherlands

HypoCasso B.V.
Podium 1
3826 PA Amersfoort
the Netherlands

PAYING AGENT AND REFERENCE AGENT

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C/o Citibank Europe Plc
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Dublin 1
Ireland

LISTING AGENT

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Ireland

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United Kingdom

JOINT LEAD MANAGERS

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16 Boulevard des Italiens
75009 Paris
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Citigroup Global Markets Limited
Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

SMBC NIKKO CAPITAL MARKETS EUROPE GMBH
Neue Mainzer Straβe 52-58
60311 Frankfurt
Germany

LEGAL AND TAX ADVISERS TO THE SELLER AND THE ISSUER

as to Dutch law:

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Beethovenstraat 400
1082 PR Amsterdam
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as to Luxembourg law:

NautaDutilh Avocats Luxembourg S.à r.l.
2, rue Jean Bertholet
L-1233 Luxembourg
Grand Duchy of Luxembourg

LEGAL ADVISER TO BNP PARIBAS AS ARRANGER AND JOINT LEAD MANAGER AND TO CITIGROUP GLOBAL MARKETS LIMITED AND SMBC NIKKO CAPITAL MARKETS EUROPE GMBH AS JOINT LEAD MANAGERS

as to Dutch law:
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Claude Debussylaan 247
1082 MC Amsterdam
The Netherlands

as to Luxembourg law:
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Grand Duchy of Luxembourg

AUDITORS

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20 Boulevard de Kockelscheuer
L-1821 Luxembourg
Grand Duchy of Luxembourg