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beheerders

INFORMATION MEMORANDUM

ASR Mortgage Fund

26 October 2023

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1. ADDRESSES / CONTACT DETAILS

Fund Manager

ASR Vermogensbeheer N.V.
Archimedeslaan 10
3584 BA Utrecht
The Netherlands

Custodian

Stichting Juridisch Eigenaar ASR Hypotheekfonds
Archimedeslaan 10
3584 BA Utrecht
The Netherlands

AIFMD-Depositary

BNP Paribas S.A., Netherlands Branch
Herengracht 595
1017 CE Amsterdam
The Netherlands

Auditor

KPMG Accountants N.V.
Papendorpseweg 83
3528 BJ Utrecht
The Netherlands

Legal and tax advisor

NautaDutilh N.V.
Beethovenstraat 400
1082 PR Amsterdam
The Netherlands

2. IMPORTANT INFORMATION

Prospective investors in the Fund are expressly warned that participating in the Fund entails financial risks. They must therefore take good note of the contents of this Information Memorandum in its entirety. If necessary, they should consult independent advisers.

It should be noted that forward-looking statements entail, by their very nature, risks and uncertainties since they relate to events and are dependent on circumstances that may or may not occur in the future.

The value of an investment can fluctuate. Results achieved in the past are no guarantee for future performance.

No offer

This Information Memorandum does not constitute an offer to acquire Participations, nor a solicitation of such an offer. It is merely a description of the offer and contains information for Participants and prospective investors in order to make a sound assessment of the offer.

No stock exchange listing

The Participations are not listed on a regulated market or comparable platform.

Information

The Fund Manager declares that, in so far as it can reasonably be expected to be aware, the data in this Information Memorandum reflects the actual situation and that no data has been omitted the inclusion of which would have altered the contents of this Information Memorandum.

This Information Memorandum pertains to the Fund and the Sub Funds and is the AIFMD-prospectus referred to in Article 23 AIFMD with respect to the Fund.

Only the Fund Manager may provide information or make statements concerning the Fund. If any such information has been provided or any such statements have been made by parties other than the Fund Manager, no reliance may be placed on such information or statements. The publication of this Information Memorandum does not mean that the information it contains will still be correct after the date of the Information Memorandum.

This Information Memorandum contains confidential information and may be used only by a prospective investor or Participant to whom the Fund Manager has supplied it, in order to form an opinion on whether to participate in the Fund. This Information Memorandum should be treated confidentially.

The Fund Manager is responsible for the correctness of this Information Memorandum.

Regulation

On 22 July 2013, the AIFMD was implemented in the Dutch legislation, primarily in the DFSA. The Fund Manager has a license to manage alternative investment funds as referred to in the AIFMD. Under this license, the Fund Manager is subject to ongoing supervision by the Netherlands Authority for the Financial Markets (*AFM*) and the Dutch Central Bank (*DNB*).

Prospective investors shall take due note of the information pertaining to the jurisdiction in which they are established included in the Chapter 3 (*Selling Restrictions*). Parties to whom the Participations are not offered pursuant to the Chapter *Selling Restrictions*, are not permitted to become a Participant of the Fund.

Distribution of the Information Memorandum

Participations may only be offered to and held by investors that fall within the definition of professional investors (*professionele belegger*) as referred to in Section 1:1 of the DFSA (i) who are not transparent for Dutch tax purposes, or (ii) who form a Dutch fund for joint account that is transparent for Dutch tax purposes as a result of applying the repurchase mechanism (*inkoopvariant*) only whereby the investors in this fund are not transparent for Dutch tax purposes. In any event, participation in the Fund is open exclusively to non-consumers.

Non-Dutch investors can be admitted as a Participant provided they are permitted in their jurisdiction to acquire Participations in the Fund without this leading to an authorisation or registration requirement for the Fund, the Fund Manager, the Custodian and/or the AIFM-Depositary being subject to any form of supervision in the jurisdiction of the Participant concerned.

Every Participant is required to seek independent tax, supervisory and other legal advice in this respect, as well as in connection with the risks involved in holding Participations. In addition, a Participant will only be admitted if this does not affect the Fund's tax transparent status under Dutch tax rules.

Dutch law

This Information Memorandum is governed by Dutch law. Each party has the right to submit such a dispute in relation with the Fund to the District Court of Amsterdam.

3. SELLING RESTRICTIONS

General

This Information Memorandum is directed to Participants and prospective investors. Any reproduction or distribution of this Information Memorandum, in whole or in part, or the disclosure of its contents, without the consent of the Fund Manager, is prohibited. By accepting this Information Memorandum, the Participants and prospective investors agree to keep confidential all information contained herein and to use it for the sole purpose of evaluating a possible investment in the Fund. The Information Memorandum must be returned and/or destroyed if the respective prospective investor decides not to subscribe or acquire a Participation.

This Information Memorandum is the AIFMD-prospectus referred to in Article 23 AIFMD with respect to the Fund. It does not constitute a prospectus within the meaning of Regulation 2017/1129/EU and, as a consequence, has not been prepared in accordance with this regulation and this Information Memorandum has not been approved by, and filed with, the Netherlands Authority for the Financial Markets (*AFM*) as a prospectus under the said regulation.

This Information Memorandum is presented only to Participants and prospective investors in the Netherlands, Belgium, France, Germany, Italy, Luxembourg and the United Kingdom. No offer to participate in the Fund shall be made to Participants outside the aforementioned jurisdictions.

The Fund is marketed in the Netherlands. In addition, the Fund Manager may decide at its sole discretion that the Participations will be marketed outside the Netherlands. Participants who are based outside the Netherlands may participate in the Fund, unless the Fund would as a consequence thereof become subject to additional legal requirements inside or outside the Netherlands.

For the purposes of the AIFMD, the Fund will constitute an EU Alternative Investment Fund whose alternative investment fund manager is the Fund Manager. The Fund Manager is licensed as a fund manager for the Fund and the marketing of the Participations in the Netherlands to professional investors within the meaning of the AIFMD and is supervised by the Netherlands Authority for the Financial Markets (*AFM*) and the Dutch Central Bank (*DNB*).

The offer or sale of the Participations described herein is made only to professional investors (*professionele beleggers*) within the meaning of Section 1:1 DFSA. Pursuant to Section 2:65 of the DFSA, the AIFM is licensed as a manager for the Fund and the marketing of the Participations. Therefore, the AIFM will be supervised by the Netherlands Authority for the Financial Markets (*AFM*) and the Dutch Central Bank (*DNB*).

Additional notice to Belgian investors

Neither this Information Memorandum nor any related documents have been or will be submitted for approval to the Belgian Financial Services and Markets Authority (the "**FSMA**"). The Manager is only permitted to offer Participations and Feeder-Shares in Belgium on basis of the license granted by the Netherlands Authority for the Financial Markets (*AFM*) and after notification by the *AFM* to the *FSMA* of the intended marketing of Participations and Feeder-Shares to investors in Belgium.

The information contained in this Information Memorandum and any related documents may not be

disclosed to the public in Belgium and no action has been taken or will be taken in Belgium to permit a public offer of the Participations and Feeder-Shares within the meaning of Article 3, 27° of the Belgian Act of 19 April 2014 relating to alternative investment funds and their managers (the "**AIFM Act**"). No Participations and/or Feeder-Shares may be offered or sold to investors in Belgium unless such investors are professional investors within the meaning of Article 3, 30° of the AIFM Act.

Additional notice to French investors

Neither this Information Memorandum nor any other offer material relating to the Participations is intended or will be marketed to investors other than professional investors (as defined under MiFID II). This Information Memorandum nor any other offer material relating to the Participations cannot be distributed or reproduced (in whole or in part) in France by the recipients of this Information Memorandum. This Information Memorandum has been distributed on the understanding that such recipients will only participate in the issue or sale of Participations for their own account and undertake not to transfer, directly or indirectly, Participations to the public in France, other than in compliance with all applicable laws and regulations.

Additional notice to German investors

The Participations in the Fund, which qualify as AIFs in terms of the German law, shall not be distributed or offered to clients that do not qualify as professional investors (*professioneller Anleger*) in terms of the AIFMD and the German Capital Investment Code (*Kapitalanlagegesetzbuch*) respectively, in particular it must not be offered or distributed to retail clients in terms of the German Capital Investment Code. This Information Memorandum shall not be distributed or offered to potential participants that do not qualify as professional investor. Participants in the Fund shall only sell or otherwise dispose of the Participations, if it is ensured that the potential investors also qualify as professional investor in terms of the AIFMD and the German Capital Investment Code and provided that the relevant terms of the Terms and Conditions are observed. This Information Memorandum is directed to the individual addressee only. If an Investor ceases to qualify as professional investor, that Investor shall immediately inform the AIFM.

Additional notice to Italian investors

The offering in Italy of Fund shares/units is reserved only to professional investors, within the meaning of MiFID II. The marketing of the Fund in Italy to the afore-mentioned categories of investors has to be preceded by a notification from the Dutch supervisor AFM to the Commissione Nazionale per le Società e la Borsa ("**CONSOB**"), which is the public authority responsible for regulating the Italian financial markets. The AIFM is not under any obligation to have the offering memorandum approved by CONSOB or by any other competent authority in accordance with Prospectus Directive and Prospectus Regulation. The investor acknowledges the above and hereby agrees not to sell or otherwise transfer any Fund share/unit or to circulate this Information Memorandum in Italy unless expressly permitted by, and in compliance with, applicable law.

Additional notice to Luxembourg investors

Neither this Information Memorandum nor any other offering material relating to the Participations has been nor will be approved by the Luxembourg financial sector supervisory authority, the Commission

de Surveillance du Secteur Financier ("**CSSF**"). The Fund Manager is allowed to offer Participations in the Fund, on basis of the license granted by the Netherlands Authority for the Financial Markets. The Fund Manager indeed benefits from a European passport, allowing the Fund Manager to market the Participations to Participants qualifying as "professional investors" (as defined below) in Luxembourg. As such, the Netherlands Authority for the Financial Markets has notified the CSSF of the intended offering of the Participations to such Participants in the Grand Duchy of Luxembourg ("**Luxembourg**"). The Fund and the Fund Manager are subject to the supervision by the Netherlands Authority for the Financial Markets. Neither the Fund nor the Fund Manager are subject to supervision by the CSSF.

The offer may not be advertised and Participations may not be offered or sold, and this Information Memorandum or any other offering material relating to Participations may not be distributed, directly or indirectly, to any individuals or legal entities in Luxembourg other than to "professional investors" within the meaning of Article 1(53) of the Luxembourg law of 12 July 2013 on alternative investment fund managers, implementing Directive 2011/61/EU. Subscription by Participants not qualifying as "professional investors" will be rejected.

Additional notice to UK investors

This Information Memorandum may only be communicated or cause to be communicated in the UK to (i) investors who are "professional investors", as defined in regulation 2(1) of the Alternative Investment Fund Managers Regulations 2013 ("**AIFM Regulations**"), (ii) persons who have professional experience of participating in unregulated schemes, falling within article 19(5) ("investment professionals") of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the "**Fin Prom Order**"), (iii) persons falling within article 49 ("high net worth companies, unincorporated associations etc") of the Fin Prom Order, or (iv) persons to whom this Information Memorandum may otherwise lawfully be communicated (the persons referred to in (i) to (iv)) being referred to collectively as "relevant persons". This Information Memorandum must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Information Memorandum relates, including participation in the Fund, is available only to relevant persons and will be engaged in only with relevant persons.

This Information Memorandum is not an approved prospectus for the purposes of section 85 of the Financial Services and Markets Act 2000, as amended.

Additional notice to Austrian investors

Only following the successful completion of the passporting procedure provided for in § 31 of the Austrian Alternative Investment Funds Manager Act (*Alternative Investmentfonds Manager-Gesetz*, "**Austrian AIFMG**"), participations in the Fund may be marketed in Austria in line with the terms of the Austrian Alternative Investment Funds Manager Act exclusively to professional investors within the meaning of § 2(1)(33) of the Austrian Alternative Investment Funds Manager Act. Any marketing activities, including any offer, to other categories of investors are prohibited. The minimum investment per investor exceeds EUR 100.000 and accordingly any public offer of the participations in the Fund is exempted from the prospectus obligation under the Austrian Capital Market Act (*Kapitalmarktgesetz*, "**Austrian KMG**") or the Regulation (EU) 2017/1129.

Neither the Fund, nor the Fund Manager nor any other relevant person in relation to the Fund mentioned in this Information Memorandum is under the supervision of the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, "**Austrian FMA**") or any other Austrian supervisory authority. In particular the structure of the Fund, its investment objectives, and the investor's participation in the Fund may differ from the structure, investment objectives, investor's participation, etc of investment vehicles provided for in the Austrian Investment Funds Act 2011 (*Investmentfondsgesetz 2011*, "**Austrian InvFG 2011**"), the Austrian Real Estate Investment Funds Act (*Immobilien-Investmentfondsgesetz*, "**Austrian ImmoInvFG**") or the Austrian Capital Markets Act. Neither this Information Memorandum, nor any other document in connection with the Fund and/or participations in the Fund, is a prospectus according to the Austrian Investment Funds Act 2011 or the Austrian Real Estate Investment Funds Act or the Austrian Capital Markets Act and has therefore not been drawn up, audited and published in accordance with such acts. Neither this Information Memorandum, nor any other document connected with the Fund and/or participations in the Fund may be distributed, passed on or disclosed to any other person in Austria, save as specifically agreed with the Fund Manager. This Information Memorandum is distributed under the condition that the foregoing obligations are accepted by the recipient and that the recipient undertakes to comply with the above restrictions and the confidentiality obligations.

Additional notice to Danish investors

The Fund may only be marketed to investors in Denmark if the Fund has been registered for marketing in Denmark prior thereto, in accordance with Article 32 of the AIFMD, as implemented by Section 88(1) of the Danish Act on Managers of Alternative Investment Funds (Consolidation Act No. 1047 of 14 October 2019, as amended from time to time) (the "**Danish AIFM Act**"), and provided that marketing is only carried out towards professional investors in Denmark as defined in MiFID II, in accordance with Section 3(1), no. 29 of the Danish AIFM Act. This Information Memorandum must not be distributed to, or relied upon by, investors in Denmark in any other circumstances. Each purchaser of the Participation of the Fund residing in Denmark represents and agrees that it has not offered or sold and will not offer or sell, directly or indirectly, the Participations of the Fund to other investors in Denmark, unless any such offering and/or sale is in accordance with Danish law and any other applicable requirements or limitations following from the documentation relating to the Fund.

Additional notice to Finnish investors

This Information Memorandum will be delivered and addressed, and investments in the Fund are available solely, to investors who are professional investors (*ammattimainen sijoittaja*) within the meaning of the Finnish Act on Alternative Investment Managers (162/2014, as amended) and qualified investors (*kokenut sijoittaja*) within the meaning of Regulation (EU) 2017/1129. The delivery of this Information Memorandum in Finland is based on appropriate regulatory filings and the authorisation of the Fund Manager to market the Fund in Finland or, in the absence of such filings or authorisation, on an explicit request from the recipient that the Fund Manager provides the recipient with information about the Fund. If you have received it in error please take no further action and return it to us.

Additional notice to Irish investors

Interests may not be offered or sold by any person in the Republic of Ireland:

- (a) otherwise than to professional investors, in conformity with the provisions of the European Union (Alternative Investment Fund Managers) Regulations 2013 as amended and the requirements of the Central Bank;
- (b) otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017, or any codes of conduct issued in connection therewith, and the provisions of the Investor Compensation Act 1998;
- (c) otherwise than in conformity with the provisions of the Central Bank Acts 1942 to 2018 including any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 and any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 (as amended);
- (d) otherwise than in conformity with the provisions of the European Union (Prospectus) Regulations 2019 and any rules issued under the Companies Act 2014 by the Central Bank; and
- (e) otherwise than in conformity with the provisions of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and any rules issued under the Companies Act 2014 by the Central Bank.

Additional notice to Norwegian investors

This Information has not been produced in accordance with the prospectus requirements laid down in the Norwegian Securities Trading Act of 2007. This Information Memorandum has not been approved or disapproved by, or registered with, the Financial Supervisory Authority of Norway (*Finanstilsynet*), the Norwegian Company Registry or the Oslo Stock Exchange.

The Fund may be approved for marketing in Norway by Finanstilsynet in accordance with the Alternative Investment Fund Management Act (the "**Norwegian AIFMA**") and is subject to the offering rules of the Norwegian AIFMA. Each investor should carefully consider individual tax issues before investing in the Fund. The offer to participate in the subscription contained in this Information Memorandum is only and exclusively directed to the addressees of this offer, which also must be a "professional investor" as defined in AIFMD ("professional client" in MiFID II). This Information Memorandum must not be copied or otherwise distributed by its recipient.

Additional notice to Spanish investors

The participations are not intended to be offered, sold or otherwise made available to and shall not be offered, sold or otherwise made available to any retail investor in the Kingdom of Spain. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client (*cliente minorista*) as defined in article 204 of the consolidated text of the Spanish Securities Market Law, approved by Royal Decree 4/2015, of October 23rd; (the "**Spanish Securities Market Law**"); (ii) a client that does not fulfil the criteria established in article 58 or 59 of the Royal Decree 217/2008, of February 15th, on the legal framework for investment firms and other entities providing investment services and, therefore, would not qualify as a professional client (*cliente profesional*) as defined in article 205 of the Spanish Securities Market (even if the client formally

request to be treated as a professional investor); (iii) a retail client as defined in point (11) of article 4(1) of MiFID II; (iv) a client that would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Additional notice to Swedish investors

The Fund Manager has duly notified the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the "**SFSA**") of its intention to market the Fund in Sweden and the Fund Manager may thus market the Fund to professional investors in Sweden under the Swedish Alternative Investment Fund Managers Act (2013:561) (the "**Swedish AIFMA**"). The offer under this Information Memorandum is only directed to professional investors and this Information Memorandum may not be distributed to or made available to non-professional investors in Sweden. Neither the Fund nor the Fund Manager is authorized or supervised by the SFSA under the Swedish Securities Funds Act (2004:46).

Furthermore, this Information Memorandum has not been, nor will it be, registered with or approved by the SFSA under Regulation (EU) 2017/1129. Accordingly, this Information Memorandum may not be distributed or made available, nor may the Participations offered hereunder be marketed and offered, directly or indirectly, for sale in Sweden, other than under circumstances which do not require a prospectus (*prospekt*) under the Regulation (EU) 2017/1129. Prospective investors should not construe the contents of this Information Memorandum as legal or tax advice. This Information Memorandum has been prepared for marketing purposes only and should not be conceived as investment advice.

4. SUMMARY

Below is a summary of this Information Memorandum. The summary contains a selection of the subjects in the Information Memorandum and is not intended to be exhaustive. Participants and potential investors who consider investing in the Fund should study the Information Memorandum in its entirety.

Investment objective

The Fund offers Participants the opportunity to invest in Dutch residential Mortgage Loans which are offered to consumers by ASR Levensverzekering N.V. The objective of the Fund is generating income for the benefit of the Participants by acquiring Mortgage Receivables.

The mortgages from which the Mortgage Receivables are acquired will be serviced by ASR Levensverzekering N.V. and by Stater N.V. as sub-servicer. ASR Vermogensbeheer N.V. (which is the new name of ASR Nederland Beleggingsbeheer N.V.) is Fund Manager.

The Fund consists of two Sub Funds: (i) the sub fund which invests in NHG Mortgage Loans (Sub Fund NHG), and (ii) the sub fund which contains Mortgage Loans for which no NHG Guarantee is requested (Sub Fund non-NHG). The Fund Manager acquires mortgages for the Sub Funds in accordance with the Investment Policy.

Investment policy

To achieve the investment objective, the Mortgage Loans the Fund invests in have the characteristics at origination as set out in Schedule A to the Terms and Conditions.

The Fund

The Fund is set up as a tax transparent fund for joint account (*fonds voor gemene rekening*) as referred to in Section 2(3) of the Dutch Corporation Tax Act (*Wet op de vennootschapsbelasting*) 1969. The Fund is governed by the Terms and Conditions (*Annex 1*). By signing the Participation Agreement (*Annex 2*) each Participant agrees to be bound by the Terms and Conditions. The Fund does not have the object of being a partnership, general partnership, limited partnership, public company or dormant partnership under Dutch law.

Risks

Investing in Mortgage Loans entails certain risks, which are set out in more detail in Chapter 9 of this Information Memorandum. These risks involve among other things the property market and the limited liquidity of the Fund's investments.

Target group

The Fund is intended primarily for institutional investors, such as pension funds and insurance companies. A Participant should at all times be a professional investor (*professionele belegger*) as referred to in Section 1:1 DFSA, should not be transparent for Dutch tax purposes and should be non-consumer.

Manager and Custodian

The Fund Manager of the Fund is ASR Vermogensbeheer N.V. The Fund Manager is responsible for developing and formulating the Investment Policy and for its implementation.

The Custodian is Stichting Juridisch Eigenaar ASR Hypotheekfonds. The Custodian is the party holding legal title to all the Fund's assets and liabilities.

Delegated Portfolio Manager

The Fund Manager has engaged Aegon Investment Management B.V. ("**AIM**") as delegated portfolio manager. AIM shall determine the portfolio management activities with the observance of the Terms and Conditions, the Information Memorandum and the Investment Policy. The Fund Manager ultimately determines the portfolio management in respect of the Fund.

Subscription and redemption of Participations

Only Professional Investors may, by means of a Subscription Form, submit a request to the Fund Manager to accede to the Fund. On the Subscription Form, the Professional Investor shall indicate for which amount it subscribes per Sub Fund. A Subscription Form submitted with the Fund Manager constitutes an offer (*aanbod*) of the relevant prospective Participant to the Fund to accede to the Fund for an amount equal to the Subscription Amount as specified in the Subscription Form.

After acceptance of the subscription, the Fund Manager allocates the Subscription Amount concerned to a monthly Vintage. The Fund Manager may partially or fully call the Outstanding Subscription Amount of a Participant by means of a Payment Request, whereby the Fund Manager will first call the Outstanding Subscription Amounts subscribed for during the oldest Vintage on a pro rata basis. The Fund Manager will inform the Participant about the number of Participations that the Fund will issue to that Participant following the Subscription Payment.

The Fund Manager is not required to meet Redemption Requests.

In principle, Monthly Repayment Results will be reinvested in new Mortgage Receivables. However, a Participant may request the Fund Manager to use the Monthly Repayment Result that corresponds to its investment to redeem its Participations. As such, the investment of the Participant in the Fund will develop in line with its pro rata participation in the portfolio of the Fund.

A Participant may also request the Fund Manager by means of a Redemption Form to redeem one or more additional Participations. Such request can be met by applying (i) available Outstanding Subscription Amounts and (ii) available Monthly Repayment Results.

Tax aspects

The Fund is set up as a transparent fund for joint account for Dutch tax purposes and is therefore not a taxable entity for Dutch corporate income tax purposes. To this end, the Terms and Conditions contain, amongst other things, certain restrictions with respect to transferability in

accordance with applicable Dutch tax law. Participations are non-transferable. In addition, Participations will in principle not be redeemed. Participants may only exit the Fund by requesting the Fund Manager to redeem their Participations. The Participations and the Participant's rights and obligations arising therefrom are, other than by means of redemption by the Fund, non-assignable and non-transferable and may not be encumbered with a right of pledge. For Dutch tax purposes, the Fund's income and profits are directly allocated to the individual Participants in accordance with their pro rata investment. Distributions by the Fund are not subject to Dutch dividend withholding tax.

Distributions

The Fund Manager will, in principle, make preliminary distributions in connection with the Monthly Interest Result and final distributions in connection with the Annual Result.

To the extent possible, the Monthly Interest Result of the preceding month will be distributed in cash to the Participants of each Sub Fund in proportion to the Participations they hold in a Sub Fund on the last day of the preceding calendar month.

Upon the adoption of the Annual Report by the Participants Meeting, the Fund Manager shall determine the final distribution, which, if necessary, will be set-off against preliminary distributions.

Fees and costs

The Fund Manager shall charge a yearly Management Fee of forty-five basis points (0.45%) of the Net Asset Value of each Sub Fund, to be paid in monthly arrears. The Management Fee will be paid to the Fund Manager out of the Fund Assets of each Sub Fund. The Management Fee covers:

- (i) a fee for the activities of the Fund Manager relating to the management of the Fund;
- (ii) costs of the Fund Manager relating to the management of the Fund;
- (iii) a fee for the servicing of the Mortgage Loans of the Fund which the Fund Manager will - on behalf of the Fund - pay through to the Servicer; and
- (iv) a fee for the origination of the Mortgage Loans of the Fund which the Fund Manager will - on behalf of the Fund - pay through to the Originator.

All fees and costs will be borne pro rata by the Sub Funds, unless the Fund Manager determines in its sole discretion that these shall be allocated to a specific Sub Fund.

5. DEFINITIONS

In this Information Memorandum, capitalised terms have the meaning as defined in Clause 1 of the Terms and Conditions, which are included in Annex 1.

6. INTRODUCTION

The Fund is formed in 2017 with a view to allowing investors to invest in the Portfolio. The Manager of the Fund is ASR Vermogensbeheer N.V.

The Portfolio will comprise Mortgage Loans originated by ASR Levensverzekering N.V. and entered into by inhabitants of the Netherlands. The Fund consists of a Sub Fund NHG and a Sub Fund non-NHG. Sub Fund NHG contains NHG Mortgage Loans, while the Sub Fund non-NHG contains such Mortgage Loans for which no NHG Guarantee is requested.

The Portfolio provides the opportunity to invest in the Dutch mortgage market, in significant scale through a directly yielding portfolio. It is expected to generate income with low volatility in returns.

Mortgage Loans will be acquired from ASR Levensverzekering N.V. after the first Participants participate in the Fund. The Fund will acquire the Mortgage Loans on each purchase date and fund these Mortgage Loans with the proceeds from the issuance of Participations to Professional Investors and the available Monthly Repayment Result.

The Fund will use the Monthly Interest Result available for the purpose of making preliminary distributions. The Monthly Repayment Result will in principle be reinvested.

In Dutch translations of documents with regard to the Fund, the Fund may also be referred to as 'ASR Hypotheekfondsen'.

7. DESCRIPTION OF THE DUTCH MORTGAGE MARKET

Dutch residential mortgage market¹

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 804 billion in Q2 2022². This represents a rise of EUR 37 billion compared to Q2 2021.

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. Historically, this has resulted in various deferred amortisation mortgage products, most importantly the use of interest-only loan parts.

Since 1 January 2013, 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 is to reduce the tax deductibility by gradually lowering the maximum deduction percentage. For 2023 the highest tax rate against which the mortgage interest may be deducted is 37.05%.

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 is acquired for owner-occupation. From 2021, house buyers younger than 35 years will no longer pay any transfer tax (from 1 April 2021, this exemption only applies 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 per cent 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.

¹ Source: dutchsecuritisation.nl

² Statistics Netherlands, household data.

Loan products

The Dutch residential mortgage market is characterised by a wide range of mortgage loan products. In general, three types of mortgage loans can be distinguished.

Firstly, the “classical” Dutch mortgage product is an annuity loan. 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 originations. 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. In recent years, there has been a strong bias to longer term fixings (20-30 years) but very recently 10 year fixings are rapidly increasing in popularity as the sharply increased mortgage rates drive borrowers to seek lower mortgage payments by going for shorter fixings. 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% or 106% when financing energy saving measures. The new government 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. 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 recovered substantially since the second half of 2013. Important factors have been amongst others the economic recovery, high consumer confidence and decreasing mortgage rates. In 2022 mortgage interest rates started to rise significantly and consumer confidence is declining sharply on the back of high inflation and general uncertainty. Existing house prices (PBK-index) in October 2022 were 7.8% higher than in October 2021. The price increase in January of 21.1% y-o-y was the highest single year increase since 1977.

In recent months the prices declined month-on-month and faster than anticipated due to the stronger than anticipated rise in interest rates. A bit over 50,000 homes changed hands in the third quarter of 2022, approximately 7% less than the year before.

The Dutch housing market is still faced with a persistent housing shortage, the home equity held by subsequent homebuyers moving house and high rents. But there are risks like the higher interest rates, rising energy prices, building costs, general inflation and impact of housing market policies of the government and municipalities.

Forced sales

Compared to other jurisdictions, performance statistics of Dutch mortgage loans show relatively low arrears and loss rates.³ The most important reason for default is relationship termination, although the increase in unemployment following the economic downturn post financial crisis was 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 41 forced sales by auction in the third quarter 2022 (0.08% of total number of sales in that quarter).

ASR mortgage Products

The Originator offers a wide range of products consisting of:

- (1) Linear Mortgage Loans (*lineaire hypotheek*);
- (2) Interest-only Mortgage Loans (*aflossingsvrije hypotheek*);
- (3) Annuity Mortgage Loans (*annuïteitenhypotheek*);
- (4) Extended Annuity Mortgage Loans (*startershypotheek*);
- (5) Sustainability mortgage loans (*Duurzaamheidshypotheek*);
- (7) Bridge Mortgage Loans (*overbruggingshypotheek*);

Linear Mortgage Loans

Under a linear mortgage loan, the borrower repays a fixed amount of the principal each month towards redemption of this mortgage loan (or relevant part thereof) until maturity. Interest is payable monthly and is calculated on the outstanding balance of the mortgage loan.

Interest-only Mortgage Loans

Under an interest-only mortgage loan, the borrower is not obliged to repay the principal of the relevant mortgage loan (or relevant part thereof) until maturity. If there is no default on the loan at maturity the loan will be prolonged. The loan is always subject to repayment at the time of sale of the property. Interest is payable monthly and is calculated on the outstanding balance of the mortgage loan.

Common Annuity Mortgage Loans

Under an annuity mortgage loan, the borrower pays a fixed monthly instalment, made up of an initially high and thereafter decreasing interest portion and an initially low and thereafter

³ Comparison of S&P RMBS index delinquency data.

increasing repayment portion, and is calculated in such manner that the Annuity Mortgage Loan will be fully redeemed at maturity. The maximum tenor of this loan is 30 years.

Extended Annuity Mortgage loans

Under an extended annuity mortgage loan, 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 the Annuity Mortgage Loan will be fully redeemed at maturity. The maximum tenor of this loan is 40 years. Since the maximum duration of tax deductibility is 30 years, part of the loan will not be tax deductible. This part will increase over time and will be administrated separately from the tax deductible part of the loan.

Sustainability loans

The sustainability loans are offered to all customers to enable them to improve there property to a better energy level (less energy usage or higher energy production). The standard maximum amount of this loan is EUR 9,000, but this maximum can be extended up to EUR 25,000. The loan can only be used for sustainable home improvements. The loan is repaid in fifteen years as on the basis of annuities.

Bridge loans

A bridge loan is a short loan for maximal 2 years to finance the profits to be made on selling the existing property. The loan is repaid as soon as the existing property is sold. The Fund may acquire Mortgage Receivables resulting from Bridge Mover Mortgage Receivables. No origination fee will be charged for these Mortgage Receivables.

Segments of borrowers

The group of mortgage borrowers can be divided in 3 major groups:

- First time buyers (*starters*)
- Next time buyers (*doorstromers*)
- Refinancers (*oversluiters*)

First time buyers (starters)

This group has no history of deducting mortgage loan interest payments from income tax, and therefore the vast majority of these applicants applies for an annuity loan. The majority of this group will apply for a government guarantee. This group is the main target for the newcomers on the mortgage market.

Next time buyers (doorstromers) and refinancers (oversluiters)

These groups already have a history of deducting mortgage loan interest payments from income tax. This tax history is taken into account by the mortgage advisor. In many cases, the advice is to maintain the same or similar products, either with the same or a different originator. This is the group that takes out the interest only loans.

Interest Rates

The Originator offers the following types of interest rates:

Fixed Interest

A fixed rate of interest subject to resets from time to time (1, 2, 3, 5, 6, 7, 10, 12, 15, 20, 25 or 30 years).

Floating Interest

An interest subject to reset every month.

Distribution

Distribution in the Dutch market is dominated by the independent financial brokers. Although the major banks have own branches where consumers can come in for a mortgage advice, the gross majority of the consumers go to an independent financial broker. A very small portion of the market (approximately 3%) is execution only (no advice). In the market of the independent brokers there are some specialized mortgage franchise formulas which make up for about 15% of the market. To create access to the market there are specialized companies (service providers) who make the bridge between Mortgage providers and the independent financial advisers. These service providers mainly service the new players in the market. Mortgage loans of the Originator are exclusively offered by an extensive group of independent mortgage advisors, which are licensed under Dutch law.

ESG

ASR has committed to become net zero in 2050, in line with the Paris agreement in 2015. Subsequently ASR has published an updated climate strategy with carbon reduction targets and fossil fuel phase out strategy in 2021. The Dutch origination market is seeing several ESG-related activities, most of them with the emphasis on Environment.

Environmental

As a result of the above the society faces challenging but transparent targets for the urban environment, up to 2050. Reason for some parties to take their responsibility and renew their existing propositions. Besides that more and more parties have adapted their product conditions to meet the legal standard in which the maximum loan amount can be increased above 100% market value (up to 106%) for energy saving expenditures.

ASR is one of the few parties in the Dutch market that offer an extra individual sustainability loan with specific terms and rates without discrimination based on the existing energy label of the collateral. We expect more parties going to introduce a similar product in the near future.

Social

The problems in the first time buyer market are still not solved. At this moment first time buyers experience problems to access the housing market and are confronted with high monthly payments. In this problematic market ASR is still the only originator who offers an extended annuity to first time buyers. This will reduce monthly payments.

Automatic interest rate adjustment is becoming the new market standard. When a loan falls in a lower LTV bucket (for example as a result of monthly repayments), the interest rate will automatically be adjusted. The majority of the top 20 originators currently offer this feature in their products.

Governance

The ASR mortgage department has recently joined the TCFD program (Taskforce Climate-related Financial Disclosures).

ASR is member of the Partnership for Carbon Accounting Financials (“PCAF”), an industry-led partnership to standardize carbon accounting for the financial sector, representing over 85 trillion dollars in assets. The members have committed themselves to assess and disclose the GHG emissions of their loans and investments.

8. INVESTMENT POLICY

The Fund invests primarily in Mortgage Receivables of Dutch Mortgage Loans which are originated by the Originator. The Mortgage Loan criteria and Investment Policy as set out in Schedule A to the Terms and Conditions provide the investment guidelines for Mortgage Loans to be acquired by the Fund. Dutch residential real estate serves as collateral for the Mortgage Loans.

Each Mortgage Loan is entered into after 1 January 2013. The Fund aims to purchase Mortgage Loans that were originated at most 60 days prior to the date of purchase or in respect of which the most recent interest reset date was at most 60 days prior to the date of purchase. Such Mortgage Loans will be acquired against nominal value.

Any Mortgage Loans that were originated more than 60 days prior to the date of purchase or in respect of which the most recent interest reset date was at more than 60 days prior to the date of purchase, will be purchased against market value which is calculated in accordance with the Valuation Method.

The origination date of a Mortgage Loan is determined on the basis of the date on which the Originator becomes lender of record of the Mortgage Loan concerned.

The Fund will consist of a Sub Fund NHG and a Sub Fund Non-NHG. Sub Fund NHG has a lower risk profile and invests in NHG Mortgage Loans. Sub Fund Non-NHG has a higher return profile and invests in Mortgage Loans with different loan-to-value categories for which no NHG Guarantee is requested.

Purpose of the Fund is to invest in a stable fixed-income investment category with a low risk-profile, with Dutch assets, aimed to create a long-term stable and direct income stream. The Sub Funds do not use a benchmark.

The Fund invests in a cross-section of the recent Mortgage Loan production of the Originator, having regard at the investment guidelines set out in Schedule A to the Terms and Conditions. By investing in this 'cross-section', the Fund will have the opportunity to invest in similar Mortgage Loans as ASR Levensverzekering N.V.

Integration of sustainability risks in investment decisions

The Fund Manager applies the Investment Policy for the acquisition of Mortgage Receivables. The Investment Policy addresses certain sustainability-related criteria.

Sustainability risks are part of Fund Manager's ongoing risk assessment of the Fund's portfolio and the Investment Policy. In view hereof, the Fund Manager and the Originator periodically discuss the impact of sustainability risks on the Dutch housing market, the Fund's Mortgage Receivables and the Originator's mortgage production. If the Fund Manager would – in view of sustainability risks – find a change of the Investment Policy appropriate, it will discuss this topic with the Participants.

Impact of sustainability risks on the performance of the Fund

Sustainability risks can have an impact on the performance of the Fund. For instance, the materialisation of climate risks can have a significant impact on the value of the assets that serve as collateral for the Mortgage Receivables.

One of the aims of the abovementioned ongoing risk assessment is to ensure that the possible negative impacts of sustainability risks are mitigated. A potential positive effect of the Fund Manager's risk assessment is additional value-creation for the Fund.

ESG characteristics of the Fund

The ESG characteristics of the Fund are set out in Annex 6.

9. RISKS

General

Prospective investors in the Fund are expressly warned that participating in the Fund entails financial risks. They should study and endorse the content of this Information Memorandum and must, if necessary, obtain advice from an independent tax consultant, legal adviser, auditor, actuary or investment consultant.

The value of an investment in the Fund can fluctuate. Results achieved in the past are no guarantee of future performance. No guarantee can be given that Participants will receive back their original investment on leaving the Fund.

Investment risk

The investment results of the Fund depend in part on the performance of the Manager. There is no guarantee that the Fund will achieve its investment objective and that all Mortgage Loans match with the Mortgage Loan criteria or Investment Policy set out Schedule A of the Terms and Conditions.

Repayment risk

The main source of income of the Fund are Mortgage Receivables. If the financial position of mortgagees declines, this may adversely affect the return of the Fund.

Property market risk

The investment results of the Fund depend in part on the state of the property market. Any deterioration in the residential market in the Netherlands may cause falling prices of the residential properties that serve as security for the Mortgage Receivables and hence adversely affect the Fund's return.

Risk relating to individual registered properties

The investment results of the Fund depend in part on the sale price of individual registered properties which are financed by the Mortgage Loans. The value of the registered properties may be adversely affected by such factors as hidden defects at the time of purchase.

Concentration risk

The Fund will invest in Mortgage Loans originated by the Originator and entered into by inhabitants of the Netherlands. Due to the geographical and sector concentration of the Fund's investments, any factors having an impact on these investment areas may have an adverse effect on the Fund's income and/or the value of a Participation.

Cost of funding

The Fund will in principle not use leverage. However, the Fund Manager may decide to use leverage in case of a liquidity shortfall. Such leverage will only be used to a maximum percentage of five percent (5%) of the value of the Fund Assets.

Offer Risk

The purchase price of the Mortgage Receivables that the Fund acquires is equal to their nominal value at the time of issue to the underlying customers, unless the maturity of the Mortgage Loan concerned is over sixty days. During the period between the moment that a mortgage offer is provided to the underlying customer and the moment that the related Mortgage Receivable is delivered to the Fund, the value of those Mortgage Receivables may be subject to change. The Offer Risk is the risk of a decrease in the value of a Mortgage Receivable in aforementioned period. On the other hand, the value of such Mortgage Receivable may also increase in this period, in which event such increase will be for the benefit of the acceding Participant(s).

The Terms and Conditions provide for a calculation mechanism for the determination of the number of Participations to issue to subscribing Participants, that aims to ensure that the Offer Risk relating to the Mortgage Receivables that are acquired with the funds contributed to the Sub Fund by the acceding Participant will be for the account and risk of the acceding Participant(s), and not for the existing Participants, including Participants from which Participations are redeemed, to the extent possible. A Participant that acquires additional Participations shall for this purpose be considered - for that amount - an acceding Participant.

This calculation mechanism entails that the Fund Manager will take the Offer Risk into account in determining the number of Participations to be issued to a Participant for the Issue Price. For that reason, the number of Participations issued to a Participant may deviate from the number of Participations that would be issued for the same Issue Price if the Offer Risk would not be taken into account.

The Offer Risk may also materialise when the Fund acquires new Mortgage Loans with the Monthly Repayment Result. In this event, the Offer Risk will be for the account of all Participants in the Sub Fund concerned on a pro rata basis.

In the context of the Fund, the concept of offer risk therefore has a different, broader meaning than it is usually understood to mean in the mortgage market.

Interest rate risk

High interest rates can adversely affect the value of the assets that serve as security for the Mortgage Loans, while at the same time also affecting the demand for new mortgage loans.

Minimum interest rate

The purchase of new Mortgage Receivables by the Fund from the Originator will - among others - be subject to the condition that those Mortgage Receivables have at least a certain minimum interest rate. The Fund Manager may increase this minimum interest rate subject to a six months'

notice (or an earlier date if this is agreed between the Originator and the Fund). As a consequence of this six months' notice period, the new minimum interest rate will not apply to Mortgage Receivables that the Fund acquires during this period of six months. The Fund Manager may decrease the minimum interest rate with immediate effect. As a consequence thereof, the Fund may use Outstanding Subscription Amounts to acquire Mortgage Receivables to which such lower interest rate applies.

If the Originator offers the Fund Mortgage Receivables to which lower interest rates than the minimum interest rate apply, the Fund may revoke any commitment to acquire Mortgage Receivables from the Originator.

Interest reset rate risk

The Originator is the lender of record of the Mortgage Loans. Therefore, the Originator (i) determines the interest rates that are offered when a borrower initially enters into a Mortgage Loan and (ii) determines the interest rates that are offered to a borrower for the interest reset of such Mortgage Loan.

The interest rates that apply to Mortgage Loans influence the market value of those Mortgage Loans. Therefore, the Originator's policy with regard to interest rates and interest reset rates has a direct influence on the value of the Mortgage Loans and the yield of the Fund.

It is possible that the Originator will apply interest rates that are lower than the minimum interest rates determined by the Fund Manager as referred to above. Such lower interest rate will also be offered in respect of Mortgage Receivables that have been acquired by the Fund. The Fund will in principle remain entitled to these Mortgage Receivables. As a result, the Mortgage Receivables in which the Fund invests may have the same lower interest rates as offered by the Originator. Having said that, whether this risk will materialise depends on whether the Originator actually applies such low interest rate to its own Mortgage Loan portfolio as well.

Insurance risk

The properties which are financed by the Mortgage Loans of the Fund are insured. The relevant policies generally provide only very limited cover for loss or damage as a consequence of certain exceptional events, such as war, natural disasters or terrorist attacks.

Inflation risk

The Fund Assets or income from the Fund may be worth less in real terms in the future as inflation decreases the value of money. As inflation increases, the real value of the Fund Assets will decline unless it grows by more than the rate of inflation.

NHG risk

Sub Fund NHG invests in NHG Mortgage Loans. If Stichting Waarborgfonds Eigen Woningen would default, this may adversely affect the Fund's return. If Stichting Waarborgfonds Eigen Woningen would cease to provide guarantees, Sub Fund NHG will not be able to acquire new Mortgage Loans.

Limited liquidity of investments

The Mortgage Loans contain limited conditions under which the principal sum can be claimed back. This reduces the liquidity of the Fund's investments and may adversely affect its return.

Commitment of Subscription Amounts

Subscription Amounts are committed for a period of at least six (6) months and a Participant may revoke an Outstanding Subscription Amount only subject to a six (6) months' notice. During this notice period, the Fund Manager may still make a Payment Request with regard to this Outstanding Subscription Amount. Only after completion of this six months' notice period, the Fund Manager may not call a revoked Outstanding Subscription Amount anymore.

Tax risk

The Fund aims to be a tax transparent fund for joint account. As a result, the Fund is not subject to corporate income tax in the Netherlands and distributions and deemed distributions by the Fund to its Participants are not subject to Dutch dividend withholding tax. The tax status of the Fund may change during the term of the Fund. Consequently, the Fund may become subject to corporate income tax or dividend withholding tax in the Netherlands. Whether the Fund qualifies as a tax transparent fund for joint account is assessed based on both the Terms and Conditions as well as all other relevant facts and circumstances.

Change in legislation

A change in the relevant legislation, with or without retroactive effect, for example in relation to property investments, the environment, collective investment schemes or tax regimes, may adversely affect the Fund's return.

Majority decisions of Participants

The power of decision in relation to various subjects is exercised by a given majority of the Participants or the number of voting rights. This may mean that a Participant is bound by a decision to which it has not consented or which it has not approved.

Limited marketability

The Participations are non-transferable. Participations will in principle not be redeemed. Participants may exit the Fund by requesting the Fund Manager to redeem their Participations, but the Fund Manager is not obliged to grant a redemption request. This entails that redemption may not be possible or be possible only to a very limited extent.

Conflicts of interest

As the Fund Manager is also a manager of other collective investment schemes and advises parties on property investments on an individual basis, the possibility that conflicts of interest may arise in certain circumstances cannot be excluded. The Fund Manager should always deal with

conflicts of interest in a fair and equitable manner and in accordance with the Terms and Conditions.

Insolvency of Custodian

If the Custodian – Stichting Juridisch Eigenaar ASR Hypotheekfonds – becomes insolvent, it is theoretically possible that creditors of the Custodian that are not creditors of the Fund may seek recovery against the Fund Assets. In practice, however, the Custodian will have few creditors that are not creditors of the Fund as the Custodian may not perform activities other than those which it performs for the Fund.

Interrelationship Sub Funds

Although highly unlikely, it cannot be fully excluded that a Sub Fund will have a negative Net Asset Value. In such event, the results of the other Sub Fund may be negatively affected.

The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in the Fund. In particular, the Fund's performance may be affected by changes in market conditions, and legal, regulatory and tax requirements. The Fund will be responsible for paying the fees, charges and expenses referred to in this document regardless of the level of profitability.

10. LEGAL STRUCTURE AND GOVERNANCE

Fund structure

This section sets out the legal structure of the Fund.

The Fund is set up as a tax transparent fund for joint account (*fonds voor gemene rekening*) as referred to in Section 2 (3) of the Dutch Corporation Tax Act (*Wet op de vennootschapsbelasting*) 1969. The Manager of the Fund is ASR Vermogensbeheer N.V., while Stichting Juridisch Eigenaar ASR Hypotheekfonds acts as Custodian. The Fund is a collective investment scheme. It is a *sui generis* arrangement⁴ based on contractual agreements between the Fund Manager, the Custodian and the Participants.

The Fund does not have the object of being a partnership, a general partnership, limited partnership, public company or dormant partnership under Dutch law. The Participants exclusively accede into an agreement with the Fund Manager and the Custodian and do not accede into an agreement with each other. The Participants therefore do not have any mutual rights and obligations towards each other in respect of the Participations they hold in the Fund.

The Terms and Conditions apply from July 7, 2017. They contain a description of the rights and obligations of the Fund Manager, the Custodian and the Participants. The Terms and Conditions include provisions regulating the manner in which the Fund is managed and how the Participations are to be redeemed and issued. They also contain provisions concerning the control exercised by Participants.

The Terms and Conditions may be changed in certain circumstances, subject to the prior consent of the Participants Meeting.

The Fund is established in March 17, 2017 2017 for an unlimited period. The Terms and Conditions set out the situations in which the Fund can be dissolved. This is the case, for example, if the Fund Manager or the Participants Meeting decides so in given circumstances.

Fund Manager

This section describes the role and responsibilities of the Fund Manager.

The Fund Manager is a manager of alternative investment funds specialising in the management of collective investment institutions and providing investment services. The Fund Manager has obtained an authorisation as referred to in Section 2:65 of the DFSA.

Both the Fund Manager and the Fund are subject to the permanent supervision of the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten / AFM*) and the Dutch Central Bank (*De Nederlandsche Bank / DNB*).

The Fund Manager recently adapted its risk structure in accordance with the applicable legislation (Article 80 AIFM Regulation). The Fund Manager separated the responsibility for risk

⁴ This is an arrangement that is not referred to as such in the legislation.

management within its organization. In accordance with the AIFM Regulation, a distinction is made between risks with regard to the funds and risks with regard to the organization of the Fund Manager.

The director of the Fund Manager who is responsible for risk management, reports directly to the CEO of ASR Nederland N.V. The director concerned especially reports on the risks that investors run as a result of the investments of the funds under the management of the Fund Manager.

The director of the Fund Manager who is responsible for the risk management of the organization of the Fund Manager, reports directly to the CFO of ASR Nederland N.V. The risk charter of ASR Nederland N.V. is applied for the risk management of the organization of the Fund Manager. The director concerned especially reports on compliance with relevant risk mitigation systems and the solidity and effectiveness of the risk management procedure. The Fund Manager makes an assessment if appropriate measures are taken to prevent any inadequacies for the future.

The areas of the CEO of ASR Nederland N.V. are Human Resources, Corporate Communications, Strategy, Risk Management of the investment funds managed by the Fund Manager, Marketing, Business Support, Corporate Social Responsibility, Audit, Integrity and Legal.

The areas of the CFO of ASR Nederland N.V. are Group Accounting, Reporting & Control, Business Finance & Risk, Group Asset Management, Group Balance Sheet Management and Group Risk Management (excluding Risk Management of the investment funds managed by the Fund Manager).

The Fund Manager also has a supervisory board. This supervisory board focuses, in the interest of the participants of the various funds under management of the Fund Manager, on the following areas:

- (i) the general policy and performance of duties by the Fund Manager;
- (ii) the state of affairs in the various funds under the management of the Fund Manager; and
- (iii) the Fund Manager's adherence to the Dufas Fund Governance Code.

In order to keep the Participants informed of its activities, the supervisory board will:

- (i) represented by the chairman, attend at least once a year a participants' meeting.
- (ii) have the opportunity to provide input to Participants every quarter in the quarterly Fund report
- (iii) If the supervisory board deems necessary, it will inform Participants directly

Solely the Fund Manager is responsible for the management of the Fund. In carrying out its task, the Fund Manager acts exclusively in the interest of the Participants. The management and administration of the Fund encompasses investing the Fund Assets in accordance with the Terms and Conditions and all activities in connection therewith.

The Fund Manager performs its activities for the account and risk of the Participants. Any benefits and losses resulting therefrom will be for the benefit of or be borne by the Participants.

The Fund Manager's liability is limited. The Fund Manager will only be liable for a loss suffered by a Participant in connection with the performance of its duties under these Terms and Conditions, if such loss is a direct result of attributable breach (*toerekenbare tekortkoming*) of the Fund Manager under these Terms and Conditions.

The Fund Manager is never liable for indirect loss (*indirecte schade*), consequential loss (*gevolgschade*) and/or loss of profits (*gederfde winst*).

For all losses for which the Fund Manager is liable, the Fund Manager's liability shall be capped to any loss or losses up to the amount of the Management Fee in the twelve (12) months preceding the event that caused the Fund Manager's liability. Any losses or any part of a loss exceeding the amount set out in the previous sentence, are for the expense and account of the Participant or the aggregate Participants, where applicable.

The Fund Manager may outsource (*uitbesteden*) the management and administration of the Fund or any part of it to a third-party in accordance with all applicable legislation. The Fund Manager has outsourced portfolio management services relating to the Fund to AIM. The Fund Manager will only be liable for a loss suffered by a Participant in connection with the performance of its duties by a third party if and to the extent that such loss has arisen as a result of such third party's wilful misconduct or gross negligence (*opzet of grove schuld*).

The Fund Manager can, apart from the management of the Fund, also render advice to other parties on direct investments in mortgages and manage investments on behalf of such parties. The Fund Manager has a policy in place that aims to prevent or manage conflicts of interest between aforementioned parties and the Fund (and its Participants).

The Fund Manager is granted the authority by all Participants, either based on a power of attorney or in its own name based on a mandate, to claim damages and/or conduct legal proceedings pertaining to the Fund and to perform all (preparatory) actions relating thereto according to the Fund Manager and the Fund Manager deems necessary or desirable, under which acceding into a settlement and collecting claims on behalf of the Fund. At request of the Fund Manager, the Participant shall perform all (legal) acts that are necessary in relation to the foregoing. As long as the Participant holds Participations in the Fund, aforementioned power of attorney and mandate cannot be terminated.

In order to cover professional liability risks, the Fund Manager attracted additional own funds in accordance with Article 14 of the AIFM Regulation.

Custodian

The Custodian is the legal owner of the Fund Assets and the debtor of the Fund Obligations. This means that the Custodian acquires and holds the Fund Assets in its own name but for the account and risk of the Fund. The bank accounts of the Sub Funds shall be opened in the name of the Custodian.

The Custodian shall grant a power of attorney to the Fund Manager (i) to acquire, dispose of or encumber assets in the Custodian's name and for the account of the Fund and (ii) to assume obligations in the Custodian's name and for the account of the Fund.

To the extent that the Fund Assets consist of credit (*krediet*) receivables as referred to in the DFSA, the Custodian shall appoint a Servicer (*kredietbeheerder*).

The Custodian's liability is limited: it is never liable for indirect loss (*indirecte schade*), consequential loss (*gevolgschade*) and/or loss of profits (*gederfde winst*).

Delegated Portfolio Manager

The Fund Manager has engaged AIM as delegated portfolio manager. AIM shall determine the portfolio management activities with the observance of the Terms and Conditions, the Information Memorandum and the Investment Policy. The Fund Manager ultimately determines the portfolio management in respect of the Fund.

Sub Fund structure

The Fund consists of two Sub Funds: (i) the sub fund which invests in NHG Mortgage Loans (Sub Fund NHG), and (ii) the sub fund which contains Mortgage Loans for which no NHG Guarantee is requested (Sub Fund non-NHG). Differences in investment policy of both Sub Funds are set out in the Investment Policy.

Participants have the possibility to invest either in one Sub Fund or in both. On the Subscription Form, the Participant indicates for which amount it subscribes per Sub Fund. When the Fund Manager makes a Payment Request, it indicates to which Sub Fund the request pertains.

Upon Redemption, the Participant has to indicate to which Sub Fund his request for Redemption pertains.

As set out in Chapter 13 of this Information Memorandum, during a Participants Meeting, only Participants in a Sub Fund have voting rights in respect of topics that pertain to that specific Sub Fund.

The Fund Manager keeps records for both Sub Funds. Costs are, in so far they are directly attributable to a Sub Fund, charged to that Sub Fund. Costs that are not directly attributable to one of the Sub Funds, are charged to both Sub Funds in proportion to their respective Net Asset Values.

Role of the various ASR entities

Various entities within the ASR group are involved with the Fund. ASR Levensverzekering N.V. originates Mortgage Loans and is the Servicer of those Mortgage Loans. In addition, it anticipates to participate in the Fund. ASR Vermogensbeheer N.V. is the Fund Manager. ASR Schadeverzekering N.V. directly purchases Mortgage Loans from ASR Levensverzekering N.V.

ASR Levensverzekering N.V. is responsible for origination and the pricing of Mortgage Loans. This process does not form part of the operations of the Fund. The Fund Manager will inform ASR Levensverzekering N.V. about the parameters of the Mortgage Loans it wants to purchase. ASR Levensverzekering N.V. and the Fund Manager will meet on a regular basis to discuss the pricing

of Mortgage Loans to be originated by ASR Levensverzekering N.V. and that may be acquired by the Fund. The Mortgage Loan criteria and Investment Policy as set out in Schedule A to the Terms and Conditions provide the investment guidelines for Mortgage Loans to be acquired by the Fund.

In principle, ASR Levensverzekering N.V. remains lender of record of the Mortgage Loans. In that capacity ASR Levensverzekering N.V. will - among others - determine which interest rate is offered to borrowers on an interest reset date.

Entities which are part of or linked to the ASR group may participate in the Fund at arm's length basis.

AIFMD-Depositary

The Fund Manager appoints, also for the benefit of the Fund and the Participants, an AIFMD-Depositary pursuant to Section 4:62m of the DFSA. To that end, the Fund Manager accedes into an AIFMD Depositary Agreement with the AIFMD-Depositary. The AIFMD-Depositary is charged with the tasks as set out in Article 21(7)-21(9) and 21(17)(c) AIFMD.

Conflicts of interest

The Fund Manager took organisational and administrative measures to identify, prevent and control conflicts of interest. These measures aim to prevent that conflicts of interest have a negative effect on the interests of the Fund and the Participants. In the event a conflict of interest arises, the Fund Manager shall observe the interests of the Participants, after reasonable consideration of the relevant facts and circumstances. The Fund Manager shall particularly consider the interests of the Participants in case of outsourcing of its activities.

The Fund Manager does not have employees. The individuals responsible for the execution of the investment policy are seconded to the Fund Manager by ASR Nederland N.V. They fall under the remuneration policy of ASR Nederland N.V. On request, the Fund Manager will provide a Participant with a copy of this remuneration policy at no charge.

The Custodian shall act honestly, reasonably and professionally and in the interest of the Fund and the Participants. The Custodian shall not perform activities that may lead to conflicts of interest between the Custodian on the one hand, and the Fund Manager, the Fund or the Participants on the other hand. The Custodian may perform such activities if it has functionally and hierarchically separated its custody activities from the potentially conflicting activities, and the potentially conflicting activities have been properly identified, managed, controlled and communicated to the Participants.

For the role of the ASR group entities that perform activities with respect to the Mortgage Loans, we refer to Chapter 11 of this Information Memorandum.

Participants will not be granted a preferential treatment. The Fund Manager will treat Participants equally in equal circumstances. The equal treatment of Participants is safeguarded by the Terms and Conditions, this Information Memorandum and the legal framework wherein the Fund operates. The Fund Manager will supervise compliance with all applicable rules that aim to ensure equal treatment of Participants.

Reporting

The financial year of the Fund coincides with the calendar year. Each year the Fund Manager must draw up the Annual Accounts and Annual Report of the Sub Funds within six (6) months of the end of the financial year. The Manager engages the Auditor that will audit the Sub Fund's Annual Accounts. Within six (6) months of the end of each financial year, the Manager submits Annual Accounts, the Annual Reports and the Auditor's reports to the Participants Meeting for approval.

11. INVESTMENT PROCESS AND PORTFOLIO MANAGEMENT

General

The Fund will in principle on a monthly basis acquire Mortgage Loans from ASR Levensverzekering N.V. and fund these Mortgage Loans with the proceeds from the issuance of Participations (as set out in Clause 9 of the Terms and Conditions) and the Monthly Repayment Result. Only Professional Investors may acquire Participations.

A Mortgage Loan will first be evaluated in light of the Investment Policy by the Fund Manager before it will be acquired by the Fund. The evaluation process will in principle be carried out by the Fund Manager.

The Fund will acquire Mortgage Loans against their nominal value or market value depending on the date of origination or interest reset. It should be noted that at the moment of the transfer of a Mortgage Loan to the Fund, the market value of such Mortgage Loan may differ from its nominal value. This may for instance be the case if on the day on which the Fund acquires the Mortgage Loan, the interest that applies to the Mortgage Loan concerned, deviates from the interest rates that the Originator offers to its clients for a comparable Mortgage Loan. This risk, the Offer Risk, is described in Chapter 9.

The Fund Manager will monitor the performance of the Fund on an ongoing basis. This monitoring will be based on investor reports and other management information. This is both a backward-looking and forward-looking process, involving reviews of past performance and future business plans and pipe line projections.

A risk assessment, in which context the existing portfolio will be taken into account, will take place on a monthly basis to ensure that the portfolio as a whole is - in the Fund Manager's view - in line with the interests of the Participants.

Investments and purchase of Mortgage Receivables

Under the Mortgage Receivables Purchase Agreement (attached as Annex 4), the Fund will from time to time be required to purchase Mortgage Receivables (including, for the avoidance of doubt, Further Advance Receivables, Bridge Mover Mortgage Receivables and Mover Mortgage Receivables) and accept the assignment of such Mortgage Receivables offered by the Originator by means of either a notarial or a registered deed of assignment as a result of which legal title to the Mortgage Receivables is transferred to the Fund. The assignment of the Mortgage Receivables to the Fund will not be notified to the borrowers, except upon the occurrence of any assignment notification event. Until such notification the borrowers will only be entitled to validly pay (*bevrijdend betalen*) to the Originator. The Originator will pay or procure payment to the Fund of all proceeds received in respect of the Mortgage Receivables.

The Fund aims to purchase Mortgage Loans at nominal value if these Mortgage Loans were originated at most 60 days prior to the date of purchase or if the interest reset date of these Mortgage Loans was at most 60 days prior to the date of purchase. Other Mortgage Loans will be purchased at market value. In either case, the Fund will also acquire and pay for the accrued interest to the Originator.

The purchase by the Fund of any Mortgage Receivables will in all cases be subject to the condition that on the relevant purchase date the purchase conditions set forth in the Mortgage Receivables Purchase Agreement are complied with, including that (i) the available NHG commitment and available liquidity is sufficient to pay the purchase price for the relevant NHG Mortgage Receivables, (ii) the available non-NHG commitment and available liquidity is sufficient to pay the purchase price for the relevant non-NHG Mortgage Receivables, if any and (iii) the Mortgage Loans comply with the Mortgage Loan criteria set out in Schedule 5 to the Mortgage Receivables Purchase Agreement, after taking into account the sale and purchase of such Mortgage Receivables.

The Originator will on each purchase date with respect to the Mortgage Loans and the Mortgage Receivables resulting therefrom represent and warrant the representations as set out in the Mortgage Receivables Purchase Agreement, including that:

- (a) the Mortgage Receivable is duly and validly existing;
- (b) it has full right and title (*titel*) to the Mortgage Receivable;
- (c) it has the power of disposition (*is beschikkingsbevoegd*) to sell and assign the Mortgage Receivables; and
- (d) the Mortgage Receivable meets the mortgage loan criteria set out in the Mortgage Receivables Purchase Agreement.

If the Fund makes a claim relating to a breach of the representations in respect of a Mortgage Receivable and any of such representations given by the Originator in respect of a Mortgage Receivable proves to be untrue or incorrect in any material respect, then the Originator has the option to be exercised at its sole discretion, but not the obligation to repurchase the relevant Mortgage Receivables, against a repurchase price as determined in accordance with the Valuation Method.

Servicing Agreement

In the Servicing Agreement (attached as Annex 5) ASR Levensverzekering N.V. as the Servicer will agree to provide management services to the Fund 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 and the implementation of arrears procedures including the enforcement of mortgage rights and any other collateral and prepare and provide the Fund with certain information as required by law, for submission to the relevant regulatory authorities. The Servicer will be obliged to manage the Mortgage Loans and the Mortgage Receivables with the same level of skill, care and diligence as mortgage loans in its own or, as the case may be, the seller's portfolio.

The Servicing Agreement may be terminated by the Fund upon the occurrence of certain termination events, including but not limited to, a failure by the Servicer to comply with its obligations (unless remedied within the applicable grace period), dissolution or liquidation of the Servicer or the Servicer being declared bankrupt or granted a suspension of payments or the Servicer no longer holds a licence as intermediary (*bemiddelaar*) or offeror of credit (*aanbieder*) under the DFSA, provided always that no such termination shall be effective unless on the date

prior to the proposed termination date the borrowers have been notified of the assignment of the Mortgage Receivables to the purchaser in accordance with and subject to Clause 8 of the Mortgage Receivables Purchase Agreement. The Servicer shall not be released from its obligations under this Agreement until such substitute servicer has entered into such new agreement

In addition the Servicing Agreement may be terminated by the Servicer upon the expiry of not less than twelve months' notice, subject to (*inter alia*) (i) written approval of the Fund Manager, which approval may not be unreasonably withheld and (ii) appointment of a substitute servicer.

The Servicer's liability is limited: it is never liable for any loss, claim, expense or damage suffered or incurred by the Fund and/or the Fund Manager as a result of the performance by the Servicer of the Mortgage Loan Services save where such loss, liability, claim, expense or damage is suffered or incurred as a result of any gross negligence (*grove nalatigheid*) or wilful misconduct (*opzet*) of the Servicer or any material breach (*toerekenbare tekortkoming*) by the Servicer of the provisions of the Servicing Agreement, in which case the liability of the Servicer is limited to an amount of the higher of (a) EUR 500,000, or (b) the fees the Servicer received or will receive for its services under the Servicing Agreement for the calendar year to which such liability relates.

Any termination of the Servicing Agreement by will only become effective if a substitute servicer is appointed.

12. ISSUE, REDEMPTION AND MARKETABILITY

Participations

The Participations are units in the form of contractual rights administered in the name of the Participant. They may be issued in fractions to five (5) decimal places. Participation certificates will not be issued. Instead, Participations will be issued by means of registration of the issue in the name of the Participant in the Register. The Register serves as conclusive evidence against a Participant, subject to proof to the contrary to be provided by the relevant Participant. The Register will be kept at the office of the Fund Manager for inspection by the Participants.

The Participations and the Participant's rights and obligations arising therefrom are, other than by means of redemption by the Fund, non-assignable and non-transferable and may not be encumbered with a right of pledge.

Participants are not liable for the obligations of the Fund Manager and the Custodian. The liability of the Participants for the losses of the Fund (including sub funds) is capped to the amount of their investment in the Fund plus their Outstanding Subscription Amount, which may be claimed by a bankruptcy trustee in case of the bankruptcy of the Custodian.

If the Fund is no longer considered tax transparent because of a change in the tax status of a Participant, this Participant is liable to the Fund for all financial disadvantages which occurred as a consequence thereof.

Marketing

The Fund Manager performs the marketing of the Fund. Any issue or redemption of Participants in the Fund shall be executed by the Fund Manager.

As delegated portfolio manager, AIM may discuss the Fund and potential investments in the Fund with (potential) Participants. The Fund and the Fund Manager shall not be bound by information provided by and/or communications from AIM, but shall only be bound by the Terms and Conditions, the Investment Memorandum and other documents relating to the Fund executed by or provided by the Fund Manager.

Subscription

This section describes the procedure for the issue of Participations.

Only Professional Investors may, by completing a Subscription Form, request to accede to the Fund. This accession shall take place for at least the Minimum Subscription Amount, which is EUR 5,000,000. On the Subscription Form, the Professional Investor shall indicate for which amount it subscribes per Sub Fund.

A Subscription Form submitted with the Fund Manager constitutes an offer (*aanbod*) of the relevant prospective investor to the Fund to accede to the Fund for an amount equal to the Subscription Amount as specified in the Subscription Form. The Participant may revoke (*herroepen*) such offer subject to a six (6) months' notice.

The Fund Manager may in its sole discretion decide to accept or not to accept a subscription. Following the acceptance of a subscription, the Fund Manager will allocate the Subscription Amount concerned to a (monthly) Vintage. The Fund Manager will in principle allocate a Subscription Amount to the Vintage period during which the subscription was accepted. At the request of the Subscriber, the Fund Manager may allocate (part of) the Subscription Amount to one or more Vintage periods which have not commenced yet. If the subscription has been accepted, the Fund Manager will notify the Subscriber to which Vintage the Subscription Amount has been allocated.

The Fund Manager may, if this is in the interest of the Fund, choose to (i) decline the offer, (ii) suspend the offer or (iii) stipulate additional conditions with respect to the offer.

Payment Request

After subscription, the Fund Manager may partially or fully call the Outstanding Subscription Amount of a Participant by means of a Payment Request.

Prior to Outstanding Subscription Amounts being called, the Fund Manager shall apply the available Monthly Repayment Result and, subsequently, the relevant Available Monthly Interest Result to purchase additional Mortgage Receivables.

Thereafter, Outstanding Subscription Amounts shall be called to fund the acquisition of Mortgage Receivables on the basis of the following principles:

- (i) Outstanding Subscription Amounts shall be called in the order of priority based on the Vintage during which the Subscription Form concerned was submitted by the Subscriber;
- (ii) Subscription Forms submitted during the same Vintage shall have equal priority; and
- (iii) Outstanding Subscription Amounts shall in principle not be called during a Vintage prior to the Vintage to which they were allocated.

This entails that Outstanding Subscription Amounts shall be called in accordance with the following procedure:

- (i) The Fund Manager will determine which Outstanding Subscription Amounts are allocated to the current or previous Vintage;
- (ii) Of these Outstanding Subscription Amounts, those in respect of which the Subscription Form was submitted during the oldest Vintage shall be called first;
- (iii) Subsequently, Outstanding Subscription Amounts in respect of which the Subscription Form was submitted during the next oldest Vintage shall be called;
- (iv) This will be repeated until all Outstanding Subscription Amounts that were allocated to the current Vintage period have been called;
- (v) If subsequently, additional Outstanding Subscription Amounts are called (e.g. in the event that the Fund is required to purchase more Mortgage Receivables than anticipated), Outstanding Subscription Amounts that were allocated to future Vintages shall be called, whereby those allocated to the nearest Vintage shall be called first.

Outstanding Subscription Amounts allocated to a particular Vintage may be called while that Vintage is still open to (prospective) Participants to accede to the Fund or to subscribe for additional Participations.

The Fund Manager will inform the relevant Participants on a monthly basis about the expected Outstanding Subscription Amount it will call before the next Issue Date.

A Participant that receives a Payment Request is obliged to pay the corresponding amount within the payment term specified in the Payment Request, which is at least three (3) Business Days. In an event of emergency the Fund Manager and the Participants shall discuss whether a shorter payment term can be observed.

A Participant that complied with a Payment Request will receive the number of Participations in accordance with the calculation method set out below. A Participant is immediately in default (*in verzuim*) if such Participant does not, not timely or not fully comply with a Payment Request.

Issue of Participations

The issue of Participations will only take place after satisfaction of the Payment Request, unless it concerns Participations that are issued in respect of distribution of the Monthly Interest Result or Annual Result.

If the Fund Manager determines that suspension of the issue of Participations by the Fund is in the interest of the Fund and the Participants, the Fund Manager may temporarily suspend the issue of Participations by the Fund.

A Participation will be deemed to be issued by the Fund on the relevant Issue Date based on the Issue Price.

On the first Issue Date, the Participation Value will be equal to EUR 10,000 (ten thousand euro).

On all subsequent Issue Dates, the Fund Manager will calculate the Issue Price per Participation to be issued in a Sub Fund on the basis of the Net Asset Value at the final day of the preceding calendar month.

Accrued assets and accrued liabilities

The Fund Manager shall, in determining the number of Participations to be issued to a Participant, take into account the value of the accrued assets (such as the accrued Monthly Repayment Result and the Monthly Interest Result) and accrued liabilities (such as the accrued Management Fee) per the Issue Date.

Offer risk

To the extent that the Fund acquires Mortgage Receivables with the Subscription Payment(s) of one or more Participants who accede to the Fund on an Issue Date, the Fund Manager will take the Offer Risk into account in determining the number of Participations to be issued to all Participants to whom Participations are issued on that Issue Date. The Offer Risk will be for the account and risk of the Participants that acquire such Participations on that Issue Date, such that the issue of those Participations is price-neutral for the existing Participants to the extent possible.

The number of Participations that a Participant receives for the Issue Price will be calculated in accordance with the following formula:

X / Y

Whereby:

- X is the sum of the present value of the Mortgage Receivables that were purchased as a result of the entry of the relevant Participant(s) in the Sub Fund concerned at the time of that entry; and
- Y is the Participation Value of the Sub Fund concerned on the basis of the valuation of the Net Asset Value of the Sub Fund concerned at the final day of the preceding calendar month.

Below, some simplified examples, in which reinvestments are disregarded, of the calculation of the number of Participations to be issued is set out to illustrate this. For each of these examples, the following initial situation applies:

Net Asset Value:	1,000
Number of outstanding Participations:	500
Participation Value:	2
Subscription Payment:	100

Example 1 (present value of Mortgage Receivables equals their nominal value)

If the present value of the Mortgage Receivables that are purchased by applying the funds subscribed by the acceding Participant is 100 (which represents the X in the formula set out above), the Participant concerned will receive 50 Participations.

Example 2 (present value of Mortgage Receivables is lower than their nominal value)

If the present value of the Mortgage Receivables that are purchased by applying the funds subscribed by the acceding Participant is 96 (which represents the X in the formula set out above), the Participant concerned will receive 48 Participations.

Example 3 (present value of Mortgage Receivables is higher than their nominal value)

If the present value of the Mortgage Receivables that are purchased by applying the funds subscribed by the acceding Participant is 104 (which represents the X in the formula set out above), the Participant concerned will receive 52 Participations.

To the extent that the Fund does not acquire Mortgage Receivables with the Subscription Payment(s), the Fund Manager will not take Offer Risk into account in determining the number of Participations to be issued.

To the extent that on an Issue Date Subscription Payments are both (i) used to redeem Participations of one or more Participants and (ii) used to acquire new Mortgage Receivables, the Offer Risk will be for the account of all Participants that acquire new Participations on that Issue Date on a pro rata basis.

Redemption of the Participations

This section describes the procedure for Redemption of Participations.

In principle, no redemption of the Participations at the request of the Participants will take place. Redemption will only take place at the discretion of the Fund Manager and will only take place on a Redemption Date.

The Fund Manager shall not apply the Monthly Repayment Result, in whole or in part, for redemption if the Monthly Repayment Result is required to acquire Mortgage Receivables, under a commitment of the Fund Manager to the Originator.

Monthly pro rata redemption

A Participant may request the Fund Manager in the Participation Agreement or on a Redemption Form to use the Monthly Repayment Result that corresponds to the amount of Participations obtained as a result of (a) Subscription Payment(s) in accordance with a Subscription Form, to redeem Participations from that Participant. The Fund Manager shall apply the percentage of the Monthly Repayment Result that corresponds to the percentage of Participations that are offered for redemption to redeem Participations from that Participant.

Redemption request

Given the nature of the Fund Assets, the Fund has restricted liquidity and Participants cannot require the Fund Manager to redeem Participations. Nevertheless, if a Participant submits a Redemption Request to the Fund to redeem Participations in addition to the monthly pro rata redemption, the Fund Manager will strive to meet such request.

As of the date of acceptance of the Redemption Request, the Fund Manager will in principle earmark the liquidity that is expected to become available as a result of:

- (i) new subscriptions for Participations; and
- (ii) additional, future Monthly Repayment Results;

to redeem the Participations concerned. In other words, as of that date any freely available liquidity will first be earmarked to meet the Redemption Request.

If there are outstanding Redemption Requests, the part of the Monthly Repayment Result that is not earmarked to purchase Mortgage Receivables or for monthly pro rata redemption as set out above shall thus be applied by the Fund Manager to meet Redemption Requests.

In addition, the Fund Manager will call Outstanding Subscription Amounts to make funds available to meet such Redemption Request. Naturally, only Outstanding Subscription Amounts that are not earmarked to purchase Mortgage Receivables can be called for this purpose. In addition, such call can only be made in respect of Outstanding Subscription Amounts allocated to a prior or the current Vintage. The Fund Manager shall not be required to match Outstanding Subscription Amounts with Redemption Requests at the request of a Participant.

Also, the Available Monthly Interest Result can be applied to meet Redemption Requests.

The Redemption Price will be based on the Participation Value on the final day of the preceding calendar month. This Redemption Price will be adjusted by adding the value of the accrued assets (which shall include the accrued Monthly Repayment Result and the accrued Monthly Interest Result) and by deducting the accrued liabilities (which shall include the accrued Management

Fee) attributable to the Participations which will be redeemed, whereby the accrual period will be the period between final day of the preceding calendar month and the Redemption Date. The Fund Manager shall calculate the value of the accrued assets and the accrued liabilities concerned.

Redemption Form

A Participant may submit a request for monthly pro rata redemption and an additional Redemption Request to the Fund Manager by means of a Redemption Form. A Redemption Form submitted with the Fund Manager constitutes an irrevocable offer (*onherroepelijk aanbod*) to redeem of the relevant Participant to the Fund. The Participant shall indicate to which Sub Fund the request pertains.

Redemption in other situations

In the following special situations the Manager may redeem Participations by a simple notification to the Participant concerned:

- (i) if the Participant is in default (*in verzuim*) in relation to a Payment Request;
- (ii) if the relevant Participant no longer qualifies as an Professional Investor;
- (iii) if the relevant Participant acted or continues to act in breach of the Terms and Conditions to such a degree that the Fund Manager deems the redemption justified with a view to the interests of the majority of the Participants in the Fund;
- (iv) the Fund is no longer considered tax transparent because of a change in the tax status of the Participant concerned; or
- (v) the number of outstanding Participations of the relevant Participant is so small that this would be detrimental to the adequate and efficient management of the Fund.

Special redemption

If one or more Participants wish to redeem Participations and if one or more Subscribers wish to simultaneously acquire new Participations in situations as set out under (i) – (ii) below, the Participant(s) and Subscriber(s) concerned may request the Fund Manager to facilitate this. The Fund Manager may – at its sole discretion – facilitate a simultaneous redemption and issue of new Participations in the following situations:

- (i) the redeeming Participant(s) and the Subscriber(s) concerned form part of the same Group; or
- (ii) in the view of the Fund Manager there is an objective and close link between the redeeming Participant and the related (*gelieerde*) Subscriber that justifies that the regular calling order on the basis of Vintages shall not apply to the Subscriber.

Examples of an objective and close links as referred to under (ii) above are:

- a Participant wishes to transform its direct participation in the Fund, into an indirect Participation through an investment vehicle;
- an investor wishes to transform its indirect participation in the Fund through an investment vehicle, into a direct participation in the Fund; or
- an investor wishes that its indirect participation in the Fund through an investment vehicle, is to be held by another investment vehicle.

If the Fund Manager decides to facilitate such simultaneous redemptions and issue of new Participations, the regular calling order on the basis of Vintages shall not apply.

13. PARTICIPANTS MEETING

The Fund Manager will convene a Participants Meeting at least every year and determines the agenda of the Participants Meeting. One or more Participants that alone or jointly hold at least ten percent (10%) of the Participations in a Sub Fund, or to the extent the Participants Meeting pertains to the Fund as a whole, in the Fund, may instruct the Fund Manager to convene an extraordinary Participants Meeting and may instruct the Fund Manager to place a topic on the agenda.

The Participants Meetings will take place in the Netherlands. The Fund Manager may decide that a Participants Meeting takes place by telephone call or video conference.

Each Participant has a number of votes corresponding to the number of its Participations. If the Fund Manager has indicated that a resolution pertains to one Sub Fund, only Participants in that Sub Fund are allowed to cast a vote in relation to such resolution.

Resolutions of the Participants Meeting are adopted if the Participants present at the Participants Meeting represent at least seventy-five percent (75%) of all votes and a simple majority of votes is cast for the resolution. Resolutions that pertain to a specific Sub Fund are adopted if the Participants present at the Participants Meeting represent at least seventy-five percent (75%) of all votes in that Sub Fund and, unless provided otherwise, a simple majority of the votes in that Sub Fund is cast for the resolution.

If the abovementioned quorum of seventy-five percent (75%) is not met, a second Participants Meeting will be held not less than fourteen (14) calendar days after the first Participants Meeting. At the second Participants Meeting, business shall be transacted regardless of the quorum present at such second Participants Meeting.

If a topic on the agenda only pertains to one specific Sub Fund, only Participants of that Sub Fund have the right to participate in discussions with regard to that topic during the Participants Meeting.

The following resolutions of the Participants Meeting require a larger majority than a simple majority:

- a resolution which aims to change the Terms and Conditions or Investment Policy requires a majority of eighty percent (80%);
- a resolution which aims to remove the Fund Manager requires a majority of eighty percent (80%);
- a resolution with regard to the intended resignation of the Custodian requires an unanimous vote;
- a resolution which aims to amend the Valuation Method requires a majority of eighty percent (80%) of the votes; and
- a resolution which aims to dissolve the Fund requires a majority of eighty percent (80%) of the votes.

14. COOPERATION WITH THIRD PARTIES

The outsourcings policy of ASR Nederland N.V. will be applied, where relevant, to key supplier relations. This policy aims to guarantee the continuity and quality of the outsourced activities.

The Fund Manager delegates specific tasks related to the Fund's portfolio management to AIM. AIM, licensed as a fund manager as per Section 2:65 DFSA, primarily provides portfolio management services to the Fund pursuant to a Delegated Portfolio Agreement.

Additionally, AIM will perform the following specific activities in respect of each of the subfunds that form part of the Fund:

- The acquisition of Mortgage Receivables for the account of the Fund;
- Initially matching acquired Mortgage Receivables with the Fund's eligibility criteria and informing the Fund Manager of the results;
- Communicating with Investors about their investments in the Fund;
- the monitoring of the Mortgage Receivables in which the Fund invests and the monitoring of the servicing and collection thereof;
- Providing the Fund Manager with reports, information, and administration related to the Fund Assets; and
- all other activities relating to the management of the Fund Assets as far as necessary in relation to the Fund Assets and in the interest of the Fund.

AVB, as the Fund Manager, retains the ultimate decision-making power over the Fund's portfolio management and remains accountable for the Fund's marketing activities. AIM will follow instructions from the Fund Manager, as required for both the Fund Manager and the Fund to fulfill their responsibilities under the DFSA and the AIFMD. Moreover, the Fund Manager will continue to perform risk management services for the Fund.

The Fund Manager delegates the following activities to the following parties:

- ASR Levensverzekering N.V.: servicing and credit risk management activities, which services may be subdelegated.
- ASR Nederland N.V.: delivers staff to the Fund Manager and provides input for the valuation of the Mortgage Loans.
- Stater N.V.: responsible for the delivery of portfolio data.
- BNP Paribas Securities Services S.C.A.: depositary activities.
- OSIS B.V.: responsible for preparing the investor reports.

15. VALUATION

Valuation method

The valuation of the Mortgage Loans is estimated using an internal DCF approach based on the projected principal balance run-off of the Mortgages Loans (comprising of the contractual cash flows, adjusted for prepayment) and a discount curve reflecting the interest term structure as of the valuation date. The discount curve is derived from the interest rates that ASR Levensverzekering N.V. offers under its label WelThuis with similar remaining interest period.

The Fund Manager will on a monthly basis compare the aforementioned WelThuis interest rates with the average of the top-10 lowest interest rates available in the market (multiple rates per offeror and rates of combined offerors are disregarded). If and when the WelThuis interest rates deviate from this market average with more than 0.20%, the WelThuis interest rates concerned will for the purpose of the valuation of the Fund be replaced with:

- (i) the market average plus 0.20% if the WelThuis interest rate is higher than the market average;
- (ii) the market average minus 0.20% if the WelThuis interest rate is lower than the market average.

The valuation of the Mortgage Loans is calculated on a monthly basis. The description of the valuation methodology will be made available for inspection by the Participants or their representatives at the registered office of the Fund Manager. On request, the Fund Manager may provide a Participant with information with regard to the underlying mortgage portfolio and may charge that Participant costs with regard to the provision of such information.

Net Asset Value

The Net Asset Value (and the Net Asset Value per Sub Fund) will be determined at each valuation date and is calculated by the Fund Manager. The Net Asset Value and the Net Asset Value per Participation will be notified to the Participants and will be published on the website www.asrvermogensbeheer.nl and in the investor report.

Compensation for incorrect calculation of the Net Asset Value

If the Fund Manager discovers an error in the calculation of the Net Asset Value, the Fund Manager shall within four (4) Business Days prepare a report on the errors that were made and which correction needs to be made to the Net Asset Value. The Fund Manager shall send this report to each Participant forthwith. If a correction of more than 1% of the Net Asset Value is required, the error caused a direct loss of the Participant, and the loss is the direct result of fraud (*fraude*), willful misconduct or gross negligence (*opzet of grove schuld*) of the Fund Manager, the Fund Manager shall provide the Participant(s) concerned compensation for the actual loss incurred.

16. FEES AND COSTS

This section describes the fees and costs in relation to the Fund.

The Fund Manager charges each Sub Fund a yearly Management Fee of forty-five basis points (0.45%) of the Net Asset Value of that Sub Fund. The Management Fee will be payable on a monthly basis and is due on every sixth (6th) Business Day of the calendar month following the calendar month to which it pertains. This monthly Management Fee shall be 1/12th of forty-five basis points (0.45%) of the Net Asset Value, calculated on the last Business Day of the calendar month concerned.

The Fund Manager can, in its sole discretion, grant a discount on the Management Fee to an individual Participant, which discount shall be the result of a separate agreement between the Fund Manager and the Participant concerned. Such discount shall be reimbursed by the Fund Manager to that Participant from the Management Fee received by the Fund Manager.

The Management Fee covers:

- (i) a fee for the activities of the Fund Manager relating to the management of the Fund;
- (ii) the following costs of the Fund Manager relating to the management of the Fund: costs and fees for the AIFMD-Depositary and the Custodian, costs of accountants, costs of legal and tax assistance, costs of (legal) documentation, annual reports, investor reports, and all other documents pertaining to the Sub Fund, costs of registrations of the (Sub) Fund, costs in relation to calculating and publishing the Net Asset Value, costs in relation to pool data, the costs in relation to the Register, the costs of keeping records, the costs of Participant Meetings and the fees payable to the Authority for the Financial Markets (*Autoriteit Financiële Markten*) and the Dutch Central Bank (*De Nederlandsche Bank*);
- (iii) a fee for the servicing of the Mortgage Loans of the Fund which the Fund Manager will - on behalf of the Fund - pay through to the Servicer; and
- (iv) a fee for the origination of the Mortgage Loans of the Fund which the Fund Manager will - on behalf of the Fund - pay through to the Originator.

All fees and costs will be borne pro rata by the Sub Funds, unless the Fund Manager determines in its sole discretion that these shall be allocated to a specific Sub Fund. All fees are exclusive of VAT (*BTW*), if applicable.

17. DISTRIBUTIONS OF DIVIDENDS AND REPAYMENTS

This section describes the distributions to be made by the Fund.

To the extent possible, the Fund Manager will make preliminary distributions in connection with the Monthly Interest Result and final distributions in connection with the Annual Result.

The Fund Manager shall, to the extent possible, distribute the Monthly Interest Result of the preceding month in cash to the Participants of each Sub Fund in proportion to the Participations they hold in a Sub Fund on the last day of the preceding calendar month.

If a Participant wants to receive the distributions in Participations instead of in cash, it shall inform the Fund Manager in writing at least thirty-five (35) Business Days before the end of a calendar month to which the distribution pertains. The Fund Manager will then in principle provide all following distributions to that Participant in Participations. If the Participant subsequently informs the Fund Manager at least thirty-five (35) Business Days before an Issue Date that it wants to receive the distributions in cash, subsequent distributions shall in principle be made in cash.

If a Participant indicated to the Fund Manager that it wants to receive the distribution in Participations, the Fund Manager shall issue Participations to that Participant on the first Issue Date following the calendar month to which the distribution pertains. The number of Participations to be issued, is based on the Participation Value on the Issue Date.

Upon the adoption of the Annual Report by the Participants Meeting, the Fund Manager shall determine the final distribution, which, if necessary, will be set-off against preliminary distributions.

If the Annual Result is higher than the Monthly Interest Results that were distributed during the preceding calendar year, the Fund shall make a final distribution. If the Annual Result is lower than the Monthly Interest Results that were distributed during the preceding calendar year, (i) the Participants are obliged to re-pay any surplus amounts they received in cash over the preceding year, which surplus amounts will be set off, to the extent possible, with any other distributions that the Fund is obliged to make; and (ii) to the extent the Monthly Interest Result has been provided in Participations, Participations corresponding to the surplus shall be withdrawn by the Fund Manager without consideration.

The Fund Manager may determine that (part of) the Monthly Repayment Result shall be used to reduce the Net Asset Value by repaying an amount on each Participation in the Sub Fund concerned. Such repayment shall be made on a pro rata basis to each Participant and for an identical amount on each Participation and shall entail that the Participation Value shall be reduced with such amount. The Fund Manager cannot repay an amount that is higher than the Participation Value. The Fund Manager shall inform the Participants of such repayment at least one week in advance.

18. REPORTING

The Fund Manager will on a monthly basis provide each Participant with a report which contains information on the subjects set out below. Where possible, the information will be broken down by Sub Fund.

- Net Asset Value.
- Information on the Mortgage Loans of the Fund, such as the number of loans, number of borrowers, amount of original balance of the Mortgage Loans, amount of the outstanding balance, the average original outstanding Mortgage Loan per borrower, the average outstanding Mortgage Loan per borrower, and the average interest rates applicable to the Mortgage Loans of the Fund.
- Mortgage Loans in arrears and defaulted Mortgage Loans.
- Cash flow projection.
- Monthly Interest Result.

19. TAX ASPECTS

Introduction

The following is a general summary of certain material Dutch taxation matters of the acquisition, holding and disposal of the Participations. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Participations. This summary does not purport to deal with the tax consequences applicable to all categories of investors, and does not address the tax considerations or consequences for a holder that is an individual. In view of its general nature, it should be treated with corresponding caution. Participants or prospective Participants should consult with their own tax advisers with regard to the tax consequences of investing in the Participations in their particular circumstances. The discussion below is included for general information purposes only.

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 hereof, 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.

Taxation of the Fund

The Fund is set up to qualify as a Dutch fund for joint account (*fonds voor gemene rekening*) which is transparent for Dutch tax purposes. Under Dutch tax law, a fund for joint account qualifies as tax transparent provided that the transferability of the Participations is limited in accordance with the applicable law. In the case at hand, pursuant to the Terms and Conditions, Participations are non-transferable. In addition, Participations will in principle not be redeemed. Participants may exit the Fund by requesting the Fund Manager to redeem their Participations. The Participations and the Participant's rights and obligations arising therefrom are, other than by means of redemption by the Fund, non-assignable and non-transferable and may not be encumbered with a right of pledge. Consequently, pursuant to article 2(3) Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*), the Fund does not qualify as a taxable entity for Dutch corporate income tax purposes.

Withholding tax

As long as the Fund qualifies as transparent for Dutch tax purposes, distributions by the Fund are not subject to Dutch dividend withholding tax.

Taxation of the Participants resident in the Netherlands

For Dutch tax purposes, the Fund's income and profits are directly allocated to the individual Participants in accordance with their pro rata investment.

Participants that are subject to Dutch corporate income tax and to which no special regime applies, should in principle include the pro rata part of the income of the Fund in their taxable income (taxable at the general corporate income tax rates). These Participants must report their pro rata share of the investments made by the Fund at fair value on their tax balance sheet at year-end.

ANNEX 1 – TERMS AND CONDITIONS

ANNEX 2 – TEMPLATE PARTICIPATION AGREEMENT

ANNEX 3 – TEMPLATE AGREEMENT OF MANAGEMENT AND CUSTODY

ANNEX 4 – MORTGAGE RECEIVABLES PURCHASE AGREEMENT

ANNEX 5 – SERVICING AGREEMENT







ANNEX II

Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product name: ASR Mortgage Fund

Legal entity identifier: 724500BQCNIJ21TMGR57

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?			
  <input type="checkbox"/>	Yes	  	No
<input type="checkbox"/>	It will make a minimum of sustainable investments with an environmental objective: ____%	<input type="checkbox"/>	It promotes Environmental/Social (E/S) characteristics and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ____% of sustainable investments
<input type="checkbox"/>	in economic activities that qualify as environmentally sustainable under the EU Taxonomy	<input type="checkbox"/>	with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy
<input type="checkbox"/>	in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy		with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy
<input type="checkbox"/>	It will make a minimum of sustainable investments with a social objective: ____%	<input type="checkbox"/>	with a social objective
<input type="checkbox"/>		<input type="checkbox"/>	It promotes E/S characteristics, but will not make any sustainable investments

Although the commitment for a minimum of sustainable investments is 0, this financial product does contain sustainable investments, which are reported in the regular reporting. The definition of sustainable investments is currently still being developed, both the more detailed explanation of the legislation and in the market. Based on these developments, a.s.r. will be able to update the minimum and the definition of sustainable investments in 2023



What environmental and/or social characteristics are promoted by this financial product?

The Fund promotes the following ecological and social characteristics:

Ecological characteristics: Promoting energy efficiency and sustainability of the housing market, in particular the houses for which mortgages were provided.

1. **Sustainability mortgage for new and existing mortgages:** See the section below on sustainable investments for more information about sustainability mortgages.
2. **Implicit improvement energy efficiency houses:** The improvement of the energy efficiency of houses is an environmentally-sustainable investment under activity 7.2 Renovation of existing houses of the EU taxonomy if the 'renovation [leads] to a reduction of the demand for primary energy by at least 30%'. In order to establish this, a.s.r. has developed a method that can be used to measure the implicit or expected improvement after the deployment of the energy-efficient mortgage. This method is still being developed, such as with respect to the application of criteria to prevent other objectives from being affected to a serious degree (the 'do no significant harm' principle). a.s.r. has therefore not yet issued a commitment concerning the minimum share of these sustainable investments.
3. **Working together on accelerating energy efficiency and a sustainable housing market:** a.s.r. works together with more than 20 financial service providers in the EEM-NL Hub. The EEM-NL Hub (Energy Efficient Mortgages Hub Netherlands) is an initiative of players in the Dutch mortgages market for sharing ideas and relevant market developments with respect to energy-efficient mortgages. Making houses and buildings more sustainable is the central focus of the EEM Hub NL. It discusses for example the interpretation of the EU taxonomy criteria for the Dutch housing market. Houses may fall under activity 7.2 Renovation of existing houses or 7.7 Acquisition and ownership of buildings for example. Within this cooperation there is ongoing discussion about how the criteria for preventing another objective from being prejudiced to a serious degree are to be applied within the context of Dutch mortgages.

Social characteristic: Access to the housing market for first-time buyers.

4. **WelThuis starter mortgages:** Fund investments in WelThuis starter mortgages make the Dutch housing market more accessible to first-time buyers for whom it is relatively difficult to acquire their own home in the current housing market. The starter mortgages are comparable to the WelThuis mortgages, but have a repayment period of 40 years, which means that the borrowers have lower monthly mortgage payments. This makes home ownership more accessible to this target group. At the same time, the repayment period can be adjusted to the regular repayment period of 30 years after a few years if the borrower wishes to do so.

Explanation to the following ecological and social characteristics: The a.s.r. WelThuis mortgages in the fund originate with ASR Levensverzekering N.V. The Fund invests in a cross-section of new a.s.r. WelThuis mortgages that were concluded. Borrowers are not obliged to take out an energy-efficient mortgage and/or a starter mortgage if they wish to take out a mortgage loan with ASR Levensverzekering N.V. However, ASR Levensverzekering N.V. does focus on encouraging the use of energy-efficient mortgages and starter mortgages by borrowers. The Fund does not use benchmarks for comparing its sustainability characteristics.

What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?

The realisation is measured on the basis of the following indicators

- **Ecological:** The level of carbon emissions (CO₂) of the houses related to the mortgage portfolio;

Sustainability indicators
measure how the environmental or social characteristics promoted by the financial product are attained.

- **Ecological:** Percentage a.s.r. WelThuis mortgages with a sustainability component in the investment portfolio after 1 year from when it was provided;
- **Ecological:** Financing in euros included for the purpose of making the collateral more sustainable from the agreed sustainability facilities;
- **Ecological:** Division by energy label of the underlying houses in the investment portfolio;
- **Ecological:** Expected improvement in energy labels after the borrowers have implemented sustainability measures;
- **Social:** Percentage a.s.r. WelThuis starter mortgages in the investment portfolio

What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?

The energy-efficient mortgage provided to borrowers contributes to the objective of promoting energy-efficiency and sustainability of the housing market, and therefore contributes to the mitigation of climate change. Borrowers are not obliged to take out an energy-efficient mortgage if they wish to take out a mortgage loan with ASR Levensverzekering N.V. This Fund therefore has a minimum of sustainable investments of 0%. However, ASR Levensverzekering N.V. does focus on encouraging the use of energy-efficient mortgages and starter mortgages by borrowers.

The energy-efficient mortgage is offered for new and existing mortgages:

1. **Energy-efficient mortgage for new mortgages:** a.s.r. facilitates borrowers with accessible and attractive financing for making the house more sustainable and therefore contributes to the mitigation of climate change by means of the WelThuis energy-efficient mortgages. An energy-efficient mortgage has been offered as standard in every new a.s.r. WelThuis mortgage offer since October 2019. For a standard amount of €9,000 borrowers will have access to a sustainability deposit for a period of two years, from which deposit financing may be withdrawn against submission of proof of purchase of a sustainability measure. The mortgage provider, ASR Levensverzekering N.V., applies a list of sustainability measures for which an additional loan may be used. This includes items such as solar panels, HR++ glass, roof insulation, heat pumps or heat recovery systems.
2. **Energy-efficient mortgage for existing mortgages:** Existing borrowers can also take out an energy-efficient mortgage to make their current home more sustainable. They have been able to do so via the online environment since Q2 2022. a.s.r. therefore offers many more borrowers the possibility of implementing sustainability measures.

This Fund may include investments in line with the EU taxonomy; a.s.r. is busy applying the relevant criteria to Dutch mortgages in consultation with other financial service providers. You can read more about this in the section on the ecological and social characteristics.

How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?

The product is an investment fund that invests in claims based on mortgage loans. The underlying loans concern inter alia partial sustainable loans. Implementation of those sustainable measures is bound by the preconditions imposed by the lender. Those preconditions are intended in part to prevent other ecological or social sustainable investment objectives from being compromised to a serious degree.

How have the indicators for adverse impacts on sustainability factors been taken into account?

This fund takes two PAI indicators into account, and also applies these indicators to the energy-efficient mortgages. **PAI for property assets Table I #18 Exposure to energy-inefficient property assets** shows which percentage of mortgages in this Fund are considered as energy-

Principal adverse impacts are the most significant negative effects of investment decisions on sustainability factors related to environmental and social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

inefficient by the European Commission. **PAI for property assets Table II #18 Greenhouse Gas Emissions** measures scope 1, scope 2 and the total greenhouse gas emissions for the mortgages in this Fund. Both PAI indicators therefore monitor the energy-efficiency of the houses, to which the energy-efficient mortgages also contribute.

Asset allocation describes the share of investments in specific assets.



How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights?

The European Commission clarified in May that since the OECD guidelines and guiding principles of the UN regarding the business and human rights focus on enterprises, this question therefore does not apply to investment in mortgages.

Does this financial product consider principal adverse impacts on sustainability factors?

☒ Yes, _____

☐ No

This fund currently takes account of the following key unfavourable impact of sustainability indicators:

- **PAI for real estate assets Table I #18 Exposure to energy-inefficient real estate assets:** a.s.r. measures the percentage of homes considered energy-inefficient under this indicator. This refers to the value of mortgages with an EPC of C or lower divided by the total value of mortgages that must comply with EPC- and NZEB-rules. For homes built after 31-12-2020 is the PED (instead of EPC) information under near-zero energy building not yet available. a.s.r. takes this indicator into account by working to improve the energy efficiency and sustainability of these homes, see the ecological characteristics of sustainable investments section.
- **PAI for property assets Table II #18 Greenhouse Gas Emissions** scope 1, scope 2 and the total greenhouse gas emissions for the mortgages in this fund. Scope 1 and 2 concern the energy consumption of houses. Scope 3 emissions are not relevant to mortgages within the context of the PAI guidelines. The indicator is measured and it is assessed in consultation with ASR Levensverzekering N.V. whether this can be improved over time.

This PAI is reported in the regular reporting.

The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.

The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

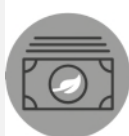
Any other sustainable investments must also not significantly harm any environmental or social objectives.

To determine compliance with the EU taxonomy, the criteria for **fossil gas** include emission limits and conversion to renewable energy or low-carbon fuels by the end of 2035. For **nuclear power**, the criteria include comprehensive rules on safety and waste management.

Good governance practices include sound management structures, employee relations,

Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.



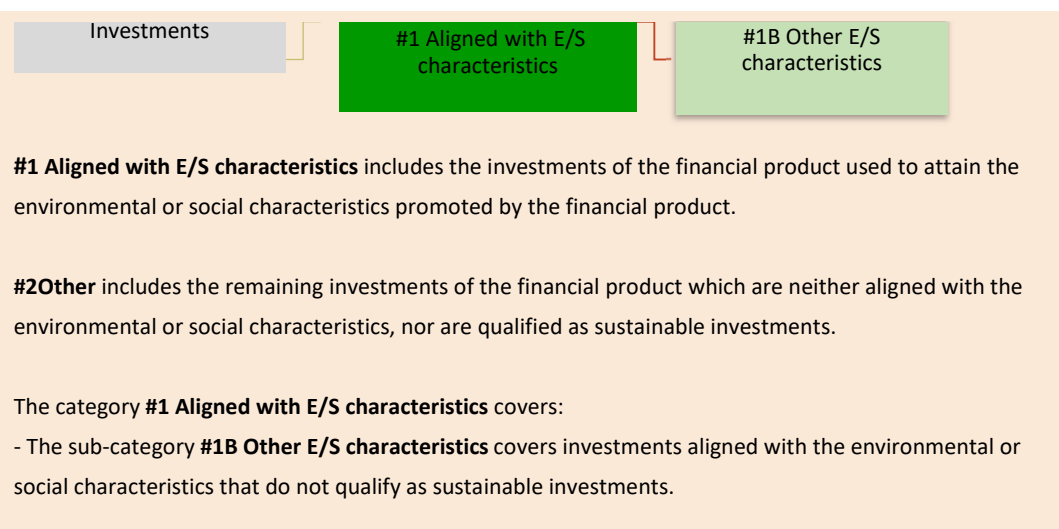
What investment strategy does this financial product follow?

The a.s.r. WelThuis mortgages in the fund originate with ASR Levensverzekering N.V. The Fund invests in a cross-section of new a.s.r. WelThuis mortgages that were concluded. The Fund does not use benchmarks for comparing its sustainability characteristics.

What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?

There are no binding elements in the selection of the investments in order to comply with the ecological and social characteristics promoted by this fund.

What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?



There is no minimum percentage that limits the investment scope of other investments.

What is the policy to assess good governance practices of the investee companies?

The Fund does not invest in enterprises, but only in a.s.r. WelThuis mortgage claims held by ASR Levensverzekering N.V. This subject therefore does not apply to this financial product.

What is the asset allocation planned for this financial product?

In addition to investments, this fund also includes a small percentage in cash (at most 5 percent). The investments (excluding cash) consist for 100% of mortgage claims purchased from ASR Levensverzekering N.V. These investments are invested for 100% in #1 Aligned with the aforementioned E/S characteristics and #1B Other E/S Characteristics

How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?

Derivatives are not allowed in this Fund either.

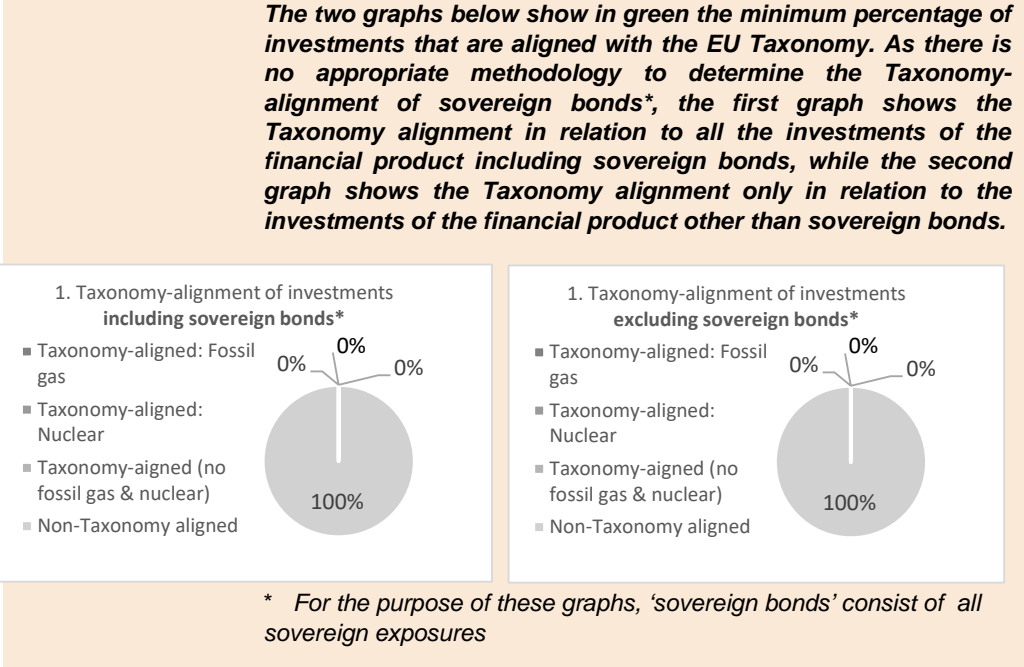
Enabling activities directly enable other activities to make a substantial contribution to an environmental objective.

Transitional activities are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

As referred to with respect to the ecological characteristics, a.s.r. is busy applying the relevant criteria to Dutch mortgages that are in this Fund in consultation with other financial service providers.



What is the minimum share of investments in transitional and enabling activities?

This fund does not have a minimum share of investments in transition and facilitating activities.

are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

This Fund does not have a minimum share of sustainable investments with an ecological objective that are not aligned with the EU taxonomy.



What is the minimum share of socially sustainable investments?

This Fund does not have a minimum share of sustainable investments with a social objective that are not aligned with the EU taxonomy.



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

- No investments are included in #2 Other. All investments are included under #1 (Aligned with E/S characteristics). See the chart above.



Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

The Fund does not use benchmarks for comparing its sustainability characteristics.



Where can I find more product specific information online?

You can find more product-specific information on the Manager's Website: www.asrvermogensbeheer.nl. You can find here among other things the applicable sustainability policy (SRI Policy), lines of conduct, exclusion policy, voting policy, remuneration policy as well ESG reporting, annual reports and progress with respect to applicable non-financial objectives. Further information concerning the investment strategy of the Fund can also be found in the Article 10 statement.

How are the sustainability risks integrated in investment decisions? What are the results of the assessment of the probable impact of sustainability risks on the return?

The Manager embeds sustainability in its investment process by means of the aforementioned sustainability policy and investment strategy and thus aims to mitigate and control the impact of sustainability risks on the return of the portfolio. This does not alter the fact that sustainability risks could materialise and could have an impact on the investments and the return of the Fund.

The mortgage loans in the Fund originate with ASR Levensverzekering N.V. This means that all ASR Nederland N.V. policy documents apply to this product as well as the general terms and conditions of the WelThuis products.

The Manager conducts a continuous dialogue with the lender concerning the sustainability subjects referred to above. The structuring of the portfolio is assessed on a continuous basis with respect to these aspects.

The sustainability risks that have been identified are set out and assessed for this Fund below.

Physical risks

The properties in which the Fund invests are exposed to physical climate risks. These may manifest themselves as floods, storms, heat and limited access to natural resources for example. This could result in a decrease in the value of the properties in which the Fund invests. The following risks are in particular relevant to the Fund.

- **Flood risk:** this is a relevant risk for the Fund because the properties in which the Fund invests are partly located in an area with a flood risk. In the event a flood takes place in such an area, this is likely to have a negative impact on the value of these properties. This could mean that the value of the Fund is affected negatively. The Manager addresses this by applying a sectoral and geographical spread and by applying an origination policy. This risk to the Fund is considered to be low.
- **Drought risk:** this is a relevant risk for the Fund because the properties in which the Fund invests are partly located in an area that is susceptible to periods of drought. In the event a period of drought takes place in such an area, this is likely to have a negative impact on the value of these properties. This could mean that the value of the Fund is affected negatively. The

Reference benchmarks are indexes to measure whether the financial product attains the sustainable investment objective.

Manager addresses this by applying a sectoral and geographical spread and by applying an origination policy. This risk to the Fund is considered to be extremely low.

- **Storm risk:** this is a relevant risk for the Fund because the properties in which the Fund invests are partly located in an area where storm (damage) may occur relatively more often. In the event a (large) storm takes place in such an area, this is likely to have a negative impact on the value of these properties and therefore on the value of the Fund. This risk to the Fund is considered to be extremely low.

ANNEX II

Productbenaming: ASR Mortgage Fund

Identificatiecode voor juridische entiteiten: 724500BQCNIJ21TMGR57

Ecologische en/of sociale kenmerken (E/S kenmerken)

Heeft dit financiële product een duurzame beleggingsdoelstelling?



Ja



Nee



Dit product zal minimaal de volgende **duurzame beleggingen met een ecologische doelstelling** doen : ____%



in in economische activiteit die volgens de EU-taxonomie als ecologisch duurzaam



in economische activiteiten die niet als ecologisch duurzaam volgens de EU-taxonomie niet als ecologisch duurzaam gelden



Er zal een minimaal aandeel **duurzame beleggingen met een sociale doelstelling** worden gedaan: ____%



Dit product **promoot ecologische/sociale (E/S) kenmerken**. Hoewel duurzaam beleggen niet het doel ervan is, zal het een minimum van 0% duurzame beleggingen hebben



met een milieudoelstelling in economische activiteiten die kwalificeren als ecologisch duurzaam zijn aangemerkt in de EU-taxonomie



met een milieudoelstelling in economische activiteiten die niet als ecologisch duurzaam zijn aangemerkt in de EU-taxonomie



met een sociale doelstelling



Het product promoot E/S-kenmerken, maar zal geen duurzame beleggingen doen

Alhoewel het commitment op een minimaal aandeel duurzame beleggingen 0 is, heeft dit financiële product wel duurzamebeleggingen, waarover in de periodieke rapportage wordt gerapporteerd. De definitie van duurzame beleggingen is momenteel nog in ontwikkeling, zowel de nadere uitleg van de wetgeving als in de markt. Op basis van deze ontwikkelingen kan a.s.r. in 2023 het minimaal aandeel en de definitie van duurzame beleggingen updaten

Welke ecologische en/of sociale kenmerken promoot dit financiële product?

Het Fonds promoot de volgende ecologische en sociale kenmerken:

Ecologische kenmerken: Bevorderen van energiezuinigheid en duurzaamheid van de woningmarkt, in bijzonder de woningen ten behoeve waarvan hypotheek zijn verstrekt.

1. **Verduurzamingshypotheek bij nieuwe en bestaande hypotheek:** Zie hieronder de sectie over duurzame beleggingen voor meer informatie over de verduurzamingshypotheek.

De **EU Taxonomie** is een classificatie system dat is vastgelegd in Verordening (EU) 2020/852, waarbij een lijst van **ecologisch duurzame economische activiteiten** is vastgesteld. Die verordening bevat geen lijst van sociaal duurzame economische activiteiten. Duurzame beleggingen met een ecologische doelstelling kunnen wel of niet op de taxonomie zijn afgestemd.

2. **Impliciete verbetering energiezuinigheid woningen:** De verbetering van de energiezuinigheid van woningen is een ecologische duurzame belegging onder activiteit 7.2 Renovatie van bestaande woningen van de EU-taxonomie wanneer de 'renovatie tot een vermindering van de vraag naar primaire energie met ten minste 30 %' leidt. Om dit vast te stellen heeft a.s.r. een methode ontwikkeld waarmee de impliciete of verwachte verbetering na het inzetten van de duurzaamheidshypotheek kan worden gemeten. Deze methode is nog in ontwikkeling, zoals met betrekking tot de toepassing van criteria om ernstige afbreuk aan andere doelstellingen te voorkomen (de 'do no significant harm' principe). Daarom geeft a.s.r. nog geen commitment af op het minimum aandeel van deze duurzame beleggingen.
3. **Samenwerken aan versnellen energiezuinigheid en duurzaamheid woningmarkt:** a.s.r. werkt met meer dan 20 andere financiële dienstverleners samen in de EEM-NL Hub. Het EEM-NL Hub (Energy Efficient Mortgages Hub Netherlands) is een initiatief van spelers in de Nederlandse hypotheekmarkt om ideeën en relevante marktontwikkelingen te delen met betrekking tot energie efficiënte hypotheek. Verduurzaming van huizen en gebouwen staat centraal voor de EEM Hub NL. Hier wordt bijvoorbeeld de interpretatie van de EU-taxonomie criteria voor de Nederlandse woningmarkt besproken. Woningen kunnen bijvoorbeeld onder activiteit 7.2 Renovatie van bestaande woningen of 7.7 Verwerving en eigendom van gebouwen vallen. Binnen deze samenwerking wordt nog overlegd over hoe de criteria om ernstige afbreuk aan andere doelstelling te voorkomen moeten worden toegepast in de context van Nederlandse hypotheek.
4. **WelThuis startershypotheek:** Fondsbeleggingen in WelThuis startershypotheek maken de Nederlandse woningmarkt toegankelijker voor starters, voor wie het in huidige woningmarkt relatief moeilijk is om een eigen woning te verkrijgen. De startershypotheek zijn vergelijkbaar met de WelThuis hypotheek, maar hebben een aflossingsperiode van 40 jaar waardoor de geldnemer lagere maandlasten heeft. Hierdoor is een woning toegankelijker voor deze doelgroep. Tegelijk kan wanneer de geldnemer dit wenst na een aantal jaar de aflossingsperiode worden aangepast naar de reguliere aflossingsperiode van 30 jaar.

Sociaal kenmerk: Toegang tot de woningmarkt voor starters.

Toelichting bij ecologische en sociale kenmerken: De a.s.r. WelThuis hypotheek in het Fonds zijn geïnitieerd door ASR Levensverzekering N.V. Het Fonds belegt in een dwarsdoorsnede van nieuwe afgesloten a.s.r. Welthuishypotheek. Geldnemers zijn niet verplicht om een verduurzamingshypotheek en/of een startershypotheek af te sluiten als zij een hypothecair krediet bij ASR Levensverzekering N.V. wensen af te sluiten. Het beleid van ASR Levensverzekering N.V. is er echter wel op gericht om het gebruik door geldnemers van de verduurzamingshypotheek en de startershypotheek te stimuleren. Het Fonds gebruikt geen benchmark om haar duurzaamheidskenmerken mee te vergelijken.

Met welke duurzaamheidsindicatoren wordt de verwezenlijking van elk van de door dit financiële product gepromote ecologische of sociale kenmerken gemeten?

De verwezenlijking wordt gemeten aan de hand van de volgende indicatoren

- **Ecologisch:** De mate van koolstofuitstoot (CO₂) van de woningen gerelateerd aan de hypotheekportefeuille;
- **Ecologisch:** Percentage a.s.r. WelThuis hypotheek met een verduurzamingscomponent in de beleggingsportefeuille na 1 jaar vanaf verstrekking;
- **Ecologisch:** Opgenomen financiering in euro's ten behoeve van verduurzaming van het onderpand uit overeengekomen verduurzamingsfaciliteiten;
- **Ecologisch:** Verdeling naar energielabel van de onderliggende woningen in de beleggingsportefeuille;
- **Ecologisch:** Verwachte verbetering in energielabels nadat geldnemers verduurzamingsmaatregelen hebben genomen
- **Sociaal:** Percentage a.s.r. Welthuis startershypotheek in de beleggingsportefeuille

Wat zijn de doelstellingen van de duurzame beleggingen die het financiële product gedeeltelijk beoogt te doen en hoe draagt de duurzame belegging



Duurzaamheids indicatoren meten hoe de ecologische of sociale kenmerken die het financiële product promoot worden verwezenlijkt.

De belangrijkste ongunstige effecten zijn de belangrijkste negatieve effecten van beleggingsbeslissingen op duurzaamheidsfactoren die verband houden met ecologische en sociale thema's en arbeidsomstandigheden, eerbiediging van de mensenrechten en bestrijding van corruptie en omkoping.

bij tot die doelstellingen?

De verduurzamingshypothec die aan geldnemers wordt verstrekt draagt bij aan de doelstelling bevorderen van energiezuinigheid en duurzaamheid van de woningmarkt, en draagt daarmee bij aan mitigatie van klimaatverandering. De geldnemers zijn niet verplicht om een verduurzamingshypothec af te sluiten als zij een hypothecair krediet bij ASR Levensverzekering N.V. wensen af te sluiten. Daarom heeft dit Fonds een minimaal aandeel duurzame beleggingen van 0%. Het beleid van ASR Levensverzekering N.V. is er echter wel op gericht om het gebruik door geldnemers van de verduurzamingshypothec en de startershypothec te stimuleren.

De verduurzamingshypothec wordt bij nieuwe en bestaande hypothecken aangeboden:

1. **Verduurzamingshypothec bij nieuwe hypothecken:** Met de WelThuis verduurzamingshypothec faciliteert a.s.r. de geldnemer met toegankelijke en aantrekkelijke financiering voor het verduurzamen van de woning, en draagt daarmee bij aan mitigatie van klimaatverandering. Sinds oktober 2019 wordt standaard in elke nieuwe a.s.r. WelThuis hypothecofferte een verduurzamingshypothec geoffreerd. Voor een standaardbedrag van € 9.000 heeft de geldnemer gedurende twee jaar de beschikking over een verduurzamingsdepot, waaruit financiering kan worden opgenomen tegen overlegging van aankoopbewijzen van een verduurzamingsmaatregel. De hypothecverstrekker, ASR Levensverzekering N.V., hanteert een lijst met verduurzamingsmaatregelen voor welke een additioneel krediet aangewend kan worden. Denk hierbij aan de installatie van zonnepanelen, HR++ glas, dakisolatie, warmtepomp of warmteterugwinning.
2. **Verduurzaminghypothec bij bestaande hypothecken:** Bestaande geldnemers kunnen ook een verduurzamingshypothec afsluiten om hun huidige woning te verduurzamen. Sinds 2022Q2 kunnen ze dit ook zelf via de online omgeving. Hierdoor biedt a.s.r. aan veel meer geldnemers de mogelijkheid verduurzamingsmaatregelen te nemen.

Er kunnen op de EU-taxonomie afgestemde beleggingen in dit Fonds zitten; a.s.r. is bezig de hiervoor relevante criteria in overleg met andere financiële dienstverleners, toe te passen op Nederlandse hypothecken. Meer hierover in de sectie over de ecologische en sociale kenmerken.

Hoe doen de duurzame beleggingen die het financiële product gedeeltelijk beoogt te doen geen ernstige afbreuk aan ecologische of sociale duurzame beleggingsdoelstellingen?

Het product is een beleggingsfonds dat investeert in vorderingen uit hoofde van hypothecair krediet. De onderliggende leningen betreffen onder meer deel verduurzamingsleningen. Het nemen van die verduurzamingsmaatregelen is gebonden aan de randvoorwaarden die de kredietverstrekker stelt. Die randvoorwaarden hebben mede als doel te voorkomen dat ernstige afbreuk wordt gedaan aan andere ecologische of sociale duurzame beleggingsdoelstellingen.

Hoe is rekening gehouden met de indicatoren voor ongunstige effecten op duurzaamheidsfactoren?

Er wordt in dit fonds rekening gehouden met twee PAI-indicatoren, deze zijn ook van toepassing op de verduurzamingshypothecken. **PAI voor vastgoedactiva Tabel I #18 Blootstelling aan energie-inefficiënte vastgoedactiva** laat zien welk percentage hypothecken in dit Fonds door de Europese Commissie als energie-inefficiënt wordt gezien. **PAI voor vastgoedactiva Tabel II #18 Broeikasgasemissies** meet de scope 1, scope 2 en totale broeikasgasemissies voor de hypothecken in dit Fonds. Beide PAI-indicatoren zien dus toe op de energiezuinigheid van de woningen, waar de verduurzamingshypothecken ook aan bijdragen.

Hoe zijn de duurzame beleggingen afgestemd op de OESO-richtsnoeren voor multinationale ondernemingen en de leidende beginselen van de VN inzake bedrijfsleven en mensenrechten? Details:

In mei 2022 is door de Europese Commissie verduidelijkt dat omdat de OESO-richtsnoeren en leidende beginselen van de VN inzake bedrijfsleven en mensenrechten gericht zijn op ondernemingen, deze vraag is daarom niet van toepassing op beleggingen in hypotheek. Zie [Q&A Europese Commissie over 'sustainability-related disclosures'](#) (p.8)



Houdt dit financiële product rekening met de belangrijkste ongunstige effecten op duurzaamheidsfactoren?

☒ Ja, _____

☐ Nee

Dit fonds houdt op dit moment rekening met de volgende belangrijkste ongunstige effecten op duurzaamheidsindicatoren:

- **PAI voor vastgoedactiva Tabel I #18 Blootstelling aan energie-inefficiënte vastgoedactiva:** a.s.r. meet het percentage woningen dat onder deze indicator als energie-inefficiënt wordt gezien. Dit betreft de waarde van hypotheek met een EPC van C of lager gedeeld door de totale waarde van hypotheek dat moet voldoen aan EPC- en NZEB-regels. Voor woningen gebouwd na 31-12-2020 is de PED (in plaats van de EPC) informatie onder bijna-energie-neutraalgebouw nog niet beschikbaar. A.s.r. houdt rekening met deze indicator door zich in te zetten voor verbetering van de energiezuinigheid en duurzaamheid van deze woningen, zie de ecologische kenmerken van duurzame beleggingen sectie.
- **PAI voor vastgoedactiva Tabel II #18 Broeikasgasemissies:** scope 1, scope 2 en totale broeikasgasemissies voor de hypotheek in dit fonds. Scope 1 en 2 betreft het energieverbruik van de woningen. Scope 3 emissies zijn niet relevant voor hypotheek in de context van de PAI-richtlijnen. De indicator wordt gemeten en in overleg met ASR Levensverzekering N.V. wordt gekeken of hierin verbetering te realiseren is over tijd.

Over deze PAI wordt gerapporteerd in de periodieke rapportage.

Welke beleggingsstrategie hanteert dit financiële product?

De a.s.r. WelThuis hypotheek in het Fonds zijn georigineerd door ASR Levensverzekering N.V. Het Fonds belegt in een dwarsdoorsnede van nieuw afgesloten a.s.r. Welthuishypotheek. Het Fonds gebruikt geen benchmark om haar duurzaamheidskenmerken mee te vergelijken.

- ***Welke bindende elementen van de beleggingsstrategie zijn bij het selecteren van de beleggingen gebruikt om te voldoen aan alle ecologische en sociale kenmerken die dit financiële product promoot?***

Er zijn geen bindende elementen bij het selecteren van de beleggingen om te voldoen aan de ecologische en sociale kenmerken die dit fonds promoot.

- ***Wat is het toegezegde minimumpercentage voor het beperken van de beleggingsruimte overwogen vóór de toepassing van die beleggingsstrategie?***

Er is geen minimumpercentage waarmee de beleggingsruimte van andere investeringen wordt beperkt.

- ***Wat is het beoordelingsbeleid voor praktijken op het gebied van goed bestuur van de ondernemingen waarin is belegd?***

Praktijken op het gebied van **goed bestuur** omvatten goede managementstructuur en, betrekkingen met werknemers, beloning van het betrokken personeel en naleving van de belastingwetgeving



Het Fonds belegt niet in ondernemingen, maar uitsluitend in a.s.r. WelThuis hypotheekvorderingen van ASR Levensverzekering N.V. Dit onderwerp is daarom niet van toepassing op dit financiële product.

De activa-allocatie
beschrijft het
aandeel
beleggingen in
specifieke activa.



Om te bepalen of aan de EU-taxonomie wordt voldaan, bevatten de criteria voor **fossiel gas** emissie-grenswaarden en de omschakeling op hernieuwbare energie of koolstofarme brandstoffen tegen eind 2035. Voor **kernenergie** bevatten de criteria uitgebreide regels inzake veiligheid en

Op de taxonomie afgestemde activiteiten worden uitgedrukt als aandeel van

De omzet die het aandeel van de opbrengsten uit groene activiteiten van ondernemingen waarin is belegd weergeeft; De kapitaaluitgaven (CapEx) die laten zien welke groene beleggingen worden gedaan door de ondernemingen waarin is belegd, bv, voor een transitie naar een groene economie; De operationele uitgaven (OpEx) die groene operationele activiteiten van ondernemingen waarin is belegd weerspiegelen.

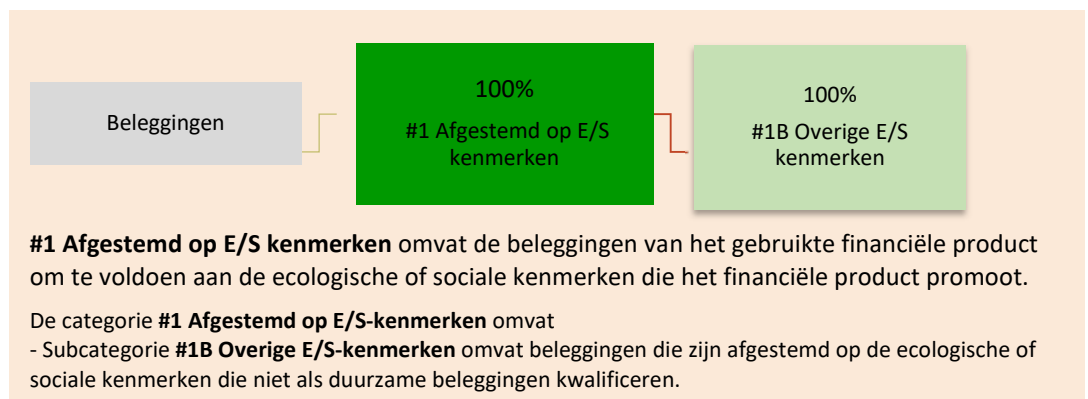
Welke activa-allocatie is er voor dit financiële product gepland?

In dit fonds zitten naast beleggingen ook een klein percentage in cash (maximaal 5 procent). Van de beleggingen (exclusief cash) bestaat 100% uit hypotheekvorderingen die zijn gekocht van ASR Levensverzekering N.V. Deze beleggingen zijn voor 100% belegd in #1 Afgestemd op de genoemde E/S kenmerken en #1B Overige E/S Kenmerken.

In de EU-taxonomie is het beginsel “geen ernstige afbreuk doen” vastgesteld, dat inhoudt dat op taxonomie afgestemde beleggingen geen ernstige afbreuk mogen doen aan de doelstellingen van de EU-taxonomie en dat vergezeld gaat van specifieke EU-criteria.

Het beginsel “geen ernstige afbreuk doen” is alleen van toepassing op de onderliggende beleggingen van het financiële product die rekening houden met de EU-criteria voor ecologische duurzame economische activiteiten. De onderliggende beleggingen van het resterende deel van dit financiële product houden geen rekening met de EU-criteria voor ecologisch duurzame economische activiteiten.

Andere duurzame beleggingen mogen ook geen ernstige afbreuk doen aan milieu-of sociale doelstellingen.



Op welke wijze voldoet het gebruik van derivaten aan de ecologische of sociale kenmerken die het financiële product promoot?

Derivaten zijn in dit Fonds niet toegestaan.

In hoeverre zijn duurzame beleggingen met een ecologische doelstelling minimaal op de EU-taxonomie afgestemd?

Belegt het financiële product in activiteiten in de sectoren fossiel gas en/of kernenergie die aan de EU-taxonomie voldoen⁵?

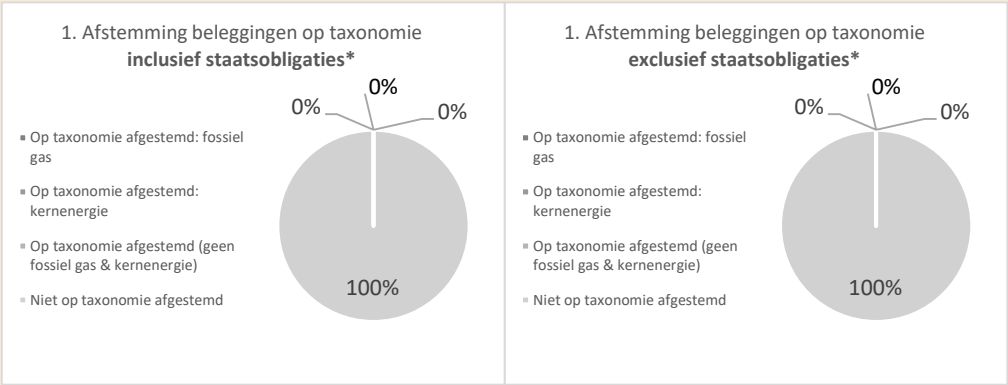
Ja: In fossiel gas In kernenergie

⁵ Activiteiten in de sectoren fossiel gas en/of kernenergie zullen alleen aan de EU-taxonomie voldoen indien zij bijdragen aan het beperken van de klimaatverandering (“klimaatmitigatie”) en geen ernstige afbreuk doen aan de doelstellingen van de EU-taxonomie – zie de toelichting in de linkermarge. De uitgebreide criteria voor economische activiteiten in de sectoren fossiel gas en kernenergie die aan de EU-taxonomie voldoen, zijn vastgesteld in Gedelegeerde Verordening (EU) 2022/1214 van de Commissie.

Faciliterende activiteiten maken het rechtstreeks mogelijk dat andere activiteiten een substantiële bijdrage leveren aan een milieudoelstelling. **Transitieactiviteiten** zijn activiteiten waarvoor nog geen koolstofarme alternatieven beschikbaar zijn en die onder meer broeikasgasemissieniveaus hebben die overeenkomen met de beste prestaties.

X Nee

De twee onderstaande diagrammen geven in het groen het minimumpercentage op de EU-taxonomie afgestemde beleggingen. Er is geen geschikte methode om te bepalen in hoeverre staatsobligaties op de taxonomie zijn afgestemd. Daarom geeft het eerste diagram de mate van afstemming voor alle beleggingen van het financiële product inclusief staatsobligaties, terwijl de tweede diagram alleen voor de beleggingen van het financiële product in andere producten dan staatsobligaties aangeeft in hoeverre die op de taxonomie zijn afgestemd.*



* In deze diagrammen omvat "staatsobligaties" alle blootstellingen aan overheden.

Zoals benoemd bij de ecologische kenmerken is a.s.r. in overleg met andere financiële dienstverleners om de criteria van de EU-taxonomie toe te passen op de Nederlandse hypotheek die in dit Fonds zitten.

Wat is het minimumaandeel beleggingen in transitie- en faciliterende activiteiten?

Dit Fonds heeft geen minimumaandeel beleggingen in transitie- en faciliterende activiteiten.

Wat is het minimumaandeel van duurzame beleggingen met een ecologische doelstelling die niet op de EU-taxonomie zijn afgestemd?

Dit Fonds heeft geen minimumaandeel van duurzame beleggingen met een ecologische doelstelling die niet zijn afgestemd op de EU-taxonomie.

Wat is het minimumaandeel van sociaal duurzame beleggingen?

Dit Fonds heeft geen minimumaandeel van duurzame beleggingen met een sociale doelstelling die niet zijn afgestemd op de EU-taxonomie.

Welke beleggingen zijn opgenomen onder “#2 Overige”? Waarvoor zijn deze bedoeld en bestaan er ecologische of sociale minimumwaarborgen?

- Er zijn geen beleggingen opgenomen in #2 Overige. Alle beleggingen zijn opgenomen onder #1 (Afgestemd op E/S kenmerken). Zie grafiek boven.

 zijn ecologisch duurzame beleggingen die geen rekening houden met de criteria voor ecologisch duurzame economische activiteiten in het kadervan en EU-Taxonomie.

Referentiebenchmarks zijn indices die meten of het financiële product de duurzame beleggingsdoelstelling behaalt.



Is er een specifieke index als referentiebenchmark aangewezen om te bepalen of dit financiële product is afgestemd op de ecologische- of sociale kenmerken die dit financiële product promoot?

Het Fonds gebruikt geen benchmark om haar duurzaamheidskenmerken mee te vergelijken.



Waar is er online meer product specifieke informatie te vinden?

U vindt meer product specifieke informatie op de Website van de Beheerder: www.asrvermogensbeheer.nl. Hier staan onder meer het geldende duurzaamheidsbeleid (SRI Policy), gedragslijnen, uitsluitingsbeleid, stembeleid, beloningsbeleid evenals periodieke ESG-rapportages, jaarverslagen en voortgang met betrekking tot geldende niet-financiële doelstellingen. Verder is hier nadere informatie over de beleggingsstrategie van het Fonds te vinden onder de Artikel 10 verklaring.

Hoe zijn de duurzaamheidsrisico's in beleggingsbeslissingen geïntegreerd? Wat zijn de resultaten van de beoordeling van de waarschijnlijke effecten van duurzaamheidsrisico's op het rendement?

Met het genoemde duurzaamheidsbeleid en beleggingsstrategie verankert de Beheerder duurzaamheid in haar beleggingsproces en beoogt daarmee de impact van duurzaamheidsrisico's op het rendement van de portefeuille te beperken en te beheersen. Dat laat *onverlet* dat duurzaamheidsrisico's zich kunnen manifesteren en een impact op de beleggingen en het rendement van het Fonds zouden kunnen hebben.

De hypothecaire leningen binnen het Fonds zijn afkomstig van ASR Levensverzekering N.V. Zodoende zijn alle beleidsstukken van ASR Nederland N.V. van toepassing op dit product, evenals de algemene voorwaarden van de WelThuis producten.

De Beheerder voert een continue dialoog met de kredietverstrekker over de hierboven genoemde duurzaamheidsaspecten. Er wordt doorlopend bekeken hoe de portefeuille ten aanzien van deze aspecten is opgebouwd.

Hieronder worden de geïdentificeerde duurzaamheidsrisico's beschreven en beoordeeld voor dit Fonds.

Fysieke risico's

De objecten waarin het Fonds belegt staan bloot aan fysieke klimaatrisico's. Deze kunnen zich manifesteren door bijvoorbeeld overstromingen, storm, hitte en een beperkte toegang tot natuurlijke hulpbronnen. Dit kan betekenen dat de objecten waarin het Fonds belegt minder waard worden. Specifiek voor het Fonds zijn met name de volgende risico's relevant.

- **Overstromingsrisico:** voor het Fonds is dit een relevant risico omdat de objecten waarin het Fonds belegt, zich voor een deel bevinden in een gebied met overstromingsrisico. Als een overstroming plaatsvindt in een dergelijk gebied, heeft dit waarschijnlijk een negatief effect op de waarde van deze objecten. Dit kan onder andere meebrengen dat de waarde van het Fonds negatief beïnvloed wordt. De Beheerder adresseert dit door het hanteren van een sectorale en geografische spreiding en het hanteren van een originatiebeleid. Dit risico wordt voor het Fonds ingeschat als klein.
- **Droogterisico:** voor het Fonds is dit een relevant risico omdat de objecten waarin het Fonds belegt, zich voor een deel bevinden in een gebied dat gevoelig is voor perioden van droogte. Als een periode van droogte plaatsvindt in een dergelijk gebied, heeft dit waarschijnlijk een negatief effect op de waarde van deze objecten. Dit kan onder andere meebrengen dat de waarde van het Fonds negatief beïnvloed wordt. De Beheerder adresseert dit door het hanteren van een sectorale en geografische spreiding en het

hanteren van een originatiebeleid. Dit risico wordt voor het Fonds ingeschat als zeer klein.

- **Stormrisico:** voor het Fonds is dit een relevant risico omdat de objecten waarin het Fonds belegt, zich voor een deel bevinden in een gebied waar de kans op storm(schade) zich relatief vaker kan voordoen. Als een (grote) storm plaatsvindt in dit gebied, kan dit een negatief effect op de waarde van deze objecten hebben, en daarmee de waarde van het Fonds. Dit risico wordt voor het Fonds ingeschat als zeer klein.