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OFFERING CIRCULAR

ARENA 2000-I BV

(incorporated with limited liability in the Netherlands)

euro 517,500,000 6.1 per cent. Senior Class A Mortgage-Backed Notes 2000 due 2062, issue price 99.956 per cent.
euro 20,000,000 6.5 per cent. Mezzanine Class B Mortgage-Backed Notes 2000 due 2062, issue price 99.793 per cent.
euro 12,500,000 7.2 per cent. Junior Class C Mortgage-Backed Notes 2000 due 2062, issue price 99.753 per cent.
euro 3,000,000 10.5 per cent. Subordinated Class D Notes 2000 due 2062, issue price 99.797 per cent.

Application has been made to list the euro 517,500,000 6.1 per cent. Senior Class A Mortgage-Backed Notes 2000 due 2062 (the "Senior Class A Notes"), the euro 20,000,000 6.5 per cent. Mezzanine Class B Mortgage-Backed Notes 2000 due 2062 (the "Mezzanine Class B Notes"), the euro 12,500,000 7.2 per cent. Junior Class C Mortgage-Backed Notes 2000 due 2062 (the "Junior Class C Notes") and the euro 3,000,000 10.5 per cent. Subordinated Class D Notes 2000 due 2062, (the "Subordinated Class D Notes" and together with the Senior Class A Notes, the Mezzanine Class B Notes, and the Junior Class C Notes, the "Notes") on the Official Segment of the Stock Market of Euronext Amsterdam N.V. ("Euronext Amsterdam"). The effective yield to the first Mandatory Redemption Date (as defined below) of the Senior Class A Notes at their issue price shall be 6.107 per cent. The effective yield to the first Mandatory Redemption Date of the Mezzanine Class B Notes at their issue price shall be 6.537 per cent. The effective yield to the first Mandatory Redemption Date of the Junior Class C Notes at their issue price shall be 7.237 per cent. The effective yield to the first Mandatory Redemption Date of the Subordinated Class D Notes at their issue price shall be 10.537 per cent.

The Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes will, initially, carry fixed rates of interest, payable annually in arrear, which will for the Senior Class A Notes be 6.1 per cent., for the Mezzanine Class B Notes 6.5 per cent., for the Junior Class C Notes 7.2 per cent. and for the Subordinated Class D Notes 10.5 per cent. If on 15 November 2010 the Notes of the relevant Class have not been redeemed in full, in accordance with the terms and conditions of the Notes (the "Conditions"), the interest for the Principal Amount Outstanding (as defined in the Conditions) on the relevant Class of Notes will be equal to three months Euribor, plus a margin per annum which will be for the Senior Class A Notes 1 per cent., for the Mezzanine Class B Notes 1.5 per cent., for the Junior Class C Notes 3 per cent. and for the Subordinated Class D Notes 5 per cent.

The Notes are scheduled to mature on 15 November 2062. On 15 November 2010 and on each Quarterly Payment Date (as defined in Condition 4(b)) thereafter (each a "Mandatory Redemption Date") the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes will be subject to mandatory redemption in the circumstances set out in, and subject to and in accordance with the Conditions. On each Mandatory Redemption Date the Issuer will have the option to redeem all (but not some only) of the Notes at their Principal Amount Outstanding, subject to and in accordance with the Conditions.

It is a condition precedent to issuance that the Senior Class A Notes, on issue, be assigned an "Aaa" rating by Moody's Investors Service Limited ("Moody's") and an "AAA" rating by Fitch Ratings Ltd ("Fitch"), the Mezzanine Class B Notes, on issue, be assigned at least an "A2" rating by Moody's and an "A" rating by Fitch, the Junior Class C Notes, on issue, be assigned at least a "Baa2" rating by Moody's and a "BBB" rating by Fitch and the Subordinated Class D Notes, on issue, be assigned at least a "Ba1" rating by Moody's and a "BB+" rating by Fitch. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time. Particular attention is drawn to the section herein titled "Special Considerations".

The Notes will be secured directly by a deed of surety from Stichting Security Trustee Arena 2000-I (the "Security Trustee"), and indirectly by a pledge over the Mortgage Receivables (as described below) and a pledge over the assets of the Issuer. The right to payment of interest and principal on the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes will be subordinated and may be limited as more fully described herein.

The Notes of each Class will be initially represented by a temporary global note in bearer form (each a "Temporary Global Note"), without coupons, which is expected to be deposited with Société Générale Bank & Trust, Luxembourg, as common depositary for Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euroclear System ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg") on or about the issue date thereof. Interests in each Temporary Global Note will be exchangeable for interests in a permanent global note of the relevant class (each a "Permanent Global Note"), without coupons not earlier than 40 days after the Closing Date as defined below upon certification as to non-U.S. beneficial ownership. Interests in each Permanent Global Note will, in certain limited circumstances, be exchangeable for Definitive Notes in bearer form as described in the Conditions. The expression "Global Notes" means the Temporary Global Note of each Class and the Permanent Global Note of each Class and the expression "Global Note" means each Temporary Global Note or each Permanent Global Note, as the context may require.

The Notes will be solely the obligations of the Issuer. The Notes will not be obligations or responsibilities of, or guaranteed by, any other entity or person, in whatever capacity acting, including, without limitation, the Sellers, the Insurance Company, the Managers, the Pool Servicer, the Defaulted Loan Servicer, the Company Administrator, the Liquidity Facility Provider, the Floating Rate GIC Provider, the Swap Counterparty, the Paying Agent, the Reference Agent (each as defined herein), or except for certain limited obligations under the Deed of Surety (as defined below) to – *inter alia* – the holders of the Notes (the "Noteholders") and the Security Trustee. Furthermore, none of the Sellers, the Insurance Company, the Managers, the Pool Servicer, the Defaulted Loan Servicer, the Company Administrator, the Liquidity Facility Provider, the Floating Rate GIC Provider, the Swap Counterparty, the Paying Agent, the Reference Agent or any other person, in whatever capacity acting, other than the Security Trustee in respect of limited obligations under the Deed of Surety, will accept any liability whatsoever to the Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes. None of the Sellers, the Insurance Company, the Managers, the Pool Servicer, the Defaulted Loan Servicer, the Company Administrator, the Liquidity Facility Provider, the Floating Rate GIC Provider, the Swap Counterparty, the Paying Agent or the Reference Agent will be under any obligation whatsoever to provide additional funds to the Issuer (save in the limited circumstances described herein).

ABN AMRO

Bear, Stearns International Limited

Delta Lloyd Bank N.V.

The date of this Offering Circular is 27 November 2000

IMPORTANT INFORMATION

The Issuer is responsible for the information contained in this Offering Circular other than the information referred to in the following two paragraphs. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer accepts responsibility accordingly.

The Sellers are responsible solely for the information contained in the following sections of this Preliminary Offering Circular: “the Dutch Residential Mortgage Market”, “Delta Lloyd Nuts Ohra”, “Description of the Mortgage Loans”, “Municipality/NHG Guarantee Programme” and “Mortgage Loan Underwriting and Servicing”.

Stater Nederland B.V. is responsible solely for the information contained in the section “Stater Nederland B.V.”

This Offering Circular is to be read in conjunction with the document which is deemed to be incorporated herein by reference (see “General Information” below). This Offering Circular shall be read and construed on the basis that such document is incorporated in and forms part of this Offering Circular.

Neither this Offering Circular nor any part hereof constitutes an offer or an invitation to sell or a solicitation of an offer to buy Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The distribution of this document and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this document (or any part thereof) comes are required to inform themselves about, and to observe, any such restrictions. A fuller description of the restrictions on offers, sales and deliveries of the Notes and on the distribution of this Offering Circular is set out in the section entitled “Purchase and Sale” below. No one is authorised to give any information or to make any representation concerning the issue of the Notes other than those contained in this Offering Circular in accordance with applicable laws and regulations. Neither this Offering Circular nor any other information supplied constitutes an offer or invitation by or on behalf of the Issuer or any of the Managers to any person to subscribe for or to purchase any Notes. Neither the delivery of this Offering Circular at any time nor any sale made in connection with the offering of the Notes shall imply that the information contained herein is correct at any time subsequent to the date of this Offering Circular.

The Managers and the Sellers expressly do not undertake to review the financial conditions or affairs of the Issuer during the life of the Notes. Investors should review, inter alia, the most recent financial statements of the Issuer when deciding whether or not to purchase any Notes.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the “Securities Act”) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered, directly or indirectly, within the United States or to U.S. persons (see “Purchase and Sale” below).

In connection with the issue of the Notes and in accordance with applicable law and regulations of the Euronext Amsterdam, ABN AMRO Bank N.V. may over-allot or effect transactions which stabilise or maintain the market price of the Notes at a level which might not otherwise prevail. Such stabilising, if commenced, may be discontinued at any time but will in any event be discontinued 30 days after the issue date of the Notes.

All references in this Preliminary Offering Circular to “EUR” and “euro” refer to the single currency which was introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community (as amended by the Treaty on European Union).

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1. SUMMARY

The following is a summary of the principal features of the issue of the Notes. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the detailed information presented elsewhere in this Offering Circular.

Issuer:	Arena 2000-I B.V. incorporated under the laws of the Netherlands with limited liability as a “besloten vennootschap met beperkte aansprakelijkheid”, under number B.V. 34145179 and registered with the Commercial Register of the Chamber of Commerce of Amsterdam. The entire issued share capital of the Issuer is owned by the Shareholder.
Sellers:	Delta Lloyd Levensverzekering N.V. (“Delta Lloyd”) incorporated under the laws of the Netherlands with limited liability as a “naamloze vennootschap”; and Delta Lloyd Bank N.V. (“Delta Lloyd Bank”) incorporated under the laws of the Netherlands with limited liability as a “naamloze vennootschap”.
Insurance Company:	Delta Lloyd
Defaulted Loan Servicer:	Delta Lloyd
Pool Servicer:	Stater Nederland B.V., incorporated under the laws of the Netherlands with limited liability as a “besloten vennootschap met beperkte aansprakelijkheid”.
Company Administrator:	ATC Financial Services B.V., incorporated under the laws of the Netherlands with limited liability as a “besloten vennootschap met beperkte aansprakelijkheid”.
Security Trustee:	Stichting Security Trustee Arena 2000-I, established under the laws of the Netherlands as a foundation (“stichting”).
Shareholder:	Stichting Arena Holding 2000-I, established under the laws of the Netherlands as a foundation (“stichting”).
Directors:	ATC Management B.V., the sole director of the Issuer, Amsterdamsch Trustee’s Kantoor B.V., the sole director of the Security Trustee and ATC Trustees (Netherlands) B.V., the sole director of the Shareholder. Each of the Directors belongs to the same group of companies.
Swap Counterparty:	Delta Lloyd
Liquidity Facility Provider:	ABN AMRO Bank N.V. (“ABN AMRO”), incorporated under the laws of the Netherlands with limited liability as a “naamloze vennootschap”.
Floating Rate GIC Provider:	ABN AMRO
Paying Agent:	ABN AMRO
Reference Agent:	ABN AMRO
Notes:	The euro 517,500,000 6.1 per cent. Senior Class A Mortgage-Backed Notes 2000 due 2062 (the “Senior Class A Notes”), the euro 20,000,000 6.5 per cent. Mezzanine Class B Mortgage-Backed Notes 2000 due 2062 (the “Mezzanine Class B Notes”), the euro 12,500,000 7.2 per cent. Junior Class C Mortgage-Backed Notes 2000 due 2062 (the “Junior Class C Notes” and the euro 3,000,000 10.5 per cent. Subordinated Class D Notes (the “Subordinated Class D Notes” and together with the Senior Class A Notes, the Mezzanine Class B Notes

and the Junior Class C Notes, the “Notes”) will be issued by the Issuer on 30 November 2000 (or such later date as may be agreed between the Issuer and the Managers).

Issue Price:

The issue prices of the Notes will be as follows:

- (i) the Senior Class A Notes 99.956 per cent.;
- (ii) the Mezzanine Class B Notes 99.743 per cent.;
- (iii) the Junior Class C Notes 99.753 per cent.;
- (iv) the Subordinated Class D Notes 99.797 per cent.

Denomination:

The Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes will be issued in denominations of euro 500,000, and the Subordinated Class D Notes in denominations of euro 750,000.

Interest:

Interest on the Notes is payable by reference to successive interest periods (each a “Fixed Rate Interest Period”) and will be payable per annum in euro’s in respect of the Principal Amount Outstanding (as defined in the Conditions) of each Class of Notes on the 15th day of November (or, if such day is not a day on which banks are open for business in Amsterdam, provided that such day is also a day on which the Trans-European Automated Real-Time Gross Settlement European Transfer System (“TARGET System”) or any successor thereto is operating credit or transfer instructions in respect of payments in euro (a “Business Day”), the next succeeding Business Day, unless such Business Day falls in the next succeeding calendar month in which event the immediately preceding Business Day) in each year (each such day being an “Annual Payment Date”). Each successive Fixed Rate Interest Period will commence on (and include) an Annual Payment Date and end on (but exclude) the next succeeding Annual Payment Date, except for the first Fixed Rate Interest Period, which will commence on (and include) the Closing Date and end on (but exclude) 15 November 2001.

The Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes will carry the following fixed rates of interest per annum:

- (i) the Senior Class A Notes 6.1;
- (ii) the Mezzanine Class B Notes 6.5;
- (iii) the Junior Class C Notes 7.2;
- (iv) the Subordinated Class D Notes 10.5.

Interest Switch:

If following the first Mandatory Redemption Date (as defined below) the Notes of any Class have not been redeemed in full, the interest applicable to the relevant Class of Notes will be equal to the sum of the Euro Interbank Offered Rate (“Euribor”) for three month deposits in euros, payable by reference to Floating Interest Periods (as defined below) on each Quarterly Payment Date (as defined below) plus:

- (i) for the Senior Class A Notes, a margin of 1 per cent. per annum;
- (ii) for the Mezzanine Class B Notes, a margin of 1.5 per cent. per annum;
- (iii) for the Junior Class C Notes, a margin of 3 per cent. per annum;
- (iv) for the Subordinated Class D Notes, a margin of 5 per cent. per annum.

Interest on the Notes is payable by reference to successive interest periods (each a “Floating Rate Interest Period”) and will be payable quarterly in arrear in euros in respect of the Principal Amount Outstanding (as defined in the Conditions) on the 15th day of February, May, August and November (or, if such day is not a Business Day, the next succeeding Business Day, unless such Business Day falls in the next succeeding calendar month in which event the immediately preceding Business Day) in each year (each such day being a “Quarterly Payment Date”). Each successive Floating Rate Interest Period will commence on (and include) a Quarterly Payment Date and end on (but exclude) the next succeeding Quarterly Payment Date.

Final Redemption Date: Unless previously redeemed as provided below, the Issuer will redeem the Notes at their respective Principal Amount Outstanding on 15 November 2062 (the “Final Redemption Date”).

Mandatory Redemption of the Notes: On 15 November 2010 and on each Quarterly Payment Date thereafter (each a “Mandatory Redemption Date”) the Notes will be subject to mandatory redemption in an amount equal to the Notes Redemption Available Amount (as defined in Condition 6(c)(ii)) in the following order, (a) firstly, the Senior Class A Notes until fully redeemed and, thereafter, (b) the Mezzanine Class B Notes until fully redeemed and, thereafter, (c) the Junior Class C Notes until fully redeemed and, thereafter, (d) the Subordinated Class D Notes.

Optional Redemption of the Notes: Unless previously redeemed in full, the Issuer will have the option to redeem all of the Notes, but not some only, on any Mandatory Redemption Date at their Principal Amount Outstanding (as defined in the Conditions) or, in case of a Subordinated Class D Principal Shortfall (as defined in Condition 6(e) or a Junior Class C Principal Shortfall (as defined in Condition 6(e)) or a Mezzanine Class B Principal Shortfall (as defined in Condition 6(e)), partially redeem the Subordinated Class D Notes or, as the case may be, the Junior Class C Notes or, as the case may be, the Mezzanine Class B Notes at their Principal Amount Outstanding less the Subordinated Class D Principal Shortfall or as the case may be, the Junior Class C Principal Shortfall or, as the case may be, the Mezzanine Class B Principal Shortfall as provided in Condition 6(e), on such date.

Redemption for tax reasons: In the event of certain tax changes affecting the Notes, including in the event that the Issuer is or will be obliged to make any withholding or deduction from payments in respect of the Notes (although the Issuer will not have any obligation to pay additional amounts in respect of any such withholding or deduction), the Issuer may (but is not obliged to) redeem all (but not some only) of the Notes at their Principal Amount Outstanding together with accrued interest thereon up to and including the date of redemption, subject to and in accordance with the Conditions. No Class of Notes may be redeemed under such circumstances unless the other Classes of Notes (or such of them as are then outstanding) are also redeemed in full at the same time.

Method of Payment: For so long as the Notes are represented by a Global Note, payments of principal and interest will be made in euro to a common depositary for Euroclear and Clearstream, Luxembourg, for the credit of the respective accounts of the Noteholders.

Use of proceeds: The Issuer will use the net proceeds from the issue of the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes to pay to the Sellers part of the Initial Purchase Price for the Mortgage Receivables (as described below), pursuant to the provisions of an

agreement dated 27 November 2000 (the “Mortgage Receivables Purchase Agreement”) and made between the Sellers, the Issuer and the Security Trustee. See further “Mortgage Receivables Purchase Agreement” below. The Issuer will use the net proceeds from the issue of the Subordinated Class D Notes to fund the Reserve Account. See further “Credit Structure” below.

Mortgage Receivables:

Under the Mortgage Receivables Purchase Agreement, the Issuer will on the Closing Date purchase and accept the assignment of any and all rights (the “Mortgage Receivables”) of Delta Lloyd or, as the case may be, the Sellers against certain borrowers (the “Borrowers”) under or in connection with certain selected Mortgage Loans (as defined below).

Substitution:

The Mortgage Receivables Purchase Agreement will provide that the Issuer shall on a quarterly basis purchase from Delta Lloyd or, as the case may be, the Sellers mortgage receivables (“Substitute Mortgage Receivables”), subject to the fulfilment of certain conditions, until the first Mandatory Redemption Date.

Repurchase of Mortgage Receivables:

The Mortgage Receivables Purchase Agreement will provide that in the case of an unremedied breach of the representations and warranties relating to the Mortgage Receivables set forth therein and to the extent that there are further advances under a Mortgage Loan, Delta Lloyd or, as the case may be, the Sellers shall repurchase and accept re-assignment of the relevant Mortgage Receivable at the outstanding principal amount with interest and reasonable costs in accordance with and on the same terms as provided in the Mortgage Receivables Purchase Agreement. Delta Lloyd or, as the case may be, the Sellers shall also purchase and accept re-assignment of a Mortgage Receivable in the same manner and on the same terms if at any time they agree with a Borrower to amend the terms of the relevant Mortgage Loan. The purchase price for each such Mortgage Receivable will be equal to the outstanding principal amount thereof with interest and reasonable costs.

Mortgage Loans:

The Mortgage Receivables to be sold by the Sellers pursuant to the Mortgage Receivables Purchase Agreement will result from loans secured by a first-ranking mortgage right, over residential property situated in the Netherlands and entered into by Delta Lloyd or in certain cases, the Sellers, with the relevant Borrowers which meet the criteria set forth in the Mortgage Receivables Purchase Agreement and which will be selected prior to or on the Closing Date (the “Mortgage Loans”). The Mortgage Loans will consist of savings mortgages (“spaarhypotheken”), interest only mortgages (“aflossingsvrije hypotheken”), universal life mortgages (“Delta Life hypotheek”) and unit-linked mortgages (“Meerkeuzeplan”) or combinations of these Mortgage Loans. See further “Description of the Mortgage Loans” below.

Municipality Guarantees/NHG Guarantees:

Part of the Mortgage Loans will have the benefit of guarantees from municipalities (“Municipality Guarantees”) or under the “Nationale Hypotheek Garantie” (“NHG Guarantees”). See further “Municipality/NHG Guarantee Programme” below.

Savings Mortgage Loans:

It is expected that a portion of the Mortgage Loans will be in the form of savings mortgage loans, which consist of savings mortgages (“spaarhypotheken”, hereinafter “Savings Mortgage Loans”) entered into Delta Lloyd or, in certain cases, by Delta Lloyd and Delta Lloyd Bank together, with the relevant Borrowers combined with an insurance policy (a “Savings Insurance Policy”) with the

Insurance Company, being the same legal entity as Delta Lloyd. A Savings Insurance Policy is a combined risk and capital insurance policy taken out by the relevant Borrower with the Insurance Company in connection with the relevant Savings Mortgage Loan. In relation to the Savings Insurance Policies the savings part of the premium (the “Savings Premium”) is calculated in such a manner that, on an annuity basis, the proceeds of the Savings Insurance Policy due by the Insurance Company to the relevant Borrower is equal to the amount due by the Borrower to Delta Lloyd or, as the case may be, the Sellers at maturity of the Savings Mortgage Loan. See further “Special Considerations” below.

Sub-Participation Agreement:

On the Closing Date, the Issuer will enter into a sub-participation agreement (the “Sub-Participation Agreement”) with the Insurance Company under which the Insurance Company will acquire participations in the relevant Savings Mortgage Receivables. In the Sub-Participation Agreement the Insurance Company will undertake to pay to the Issuer all amounts received as Savings Premia on the Savings Insurance Policies. In return, the Insurance Company is entitled to receive the Participation Redemption Available Amount (as defined in “Sub-Participation Agreement” below) from the Issuer. The amount of the participation (the “Participation”) with respect to a Savings Mortgage Receivable consists of the initial participation at the Closing Date or, in case of substitution, the relevant Quarterly Payment Date (which is equal to the sum of all amounts received up to and including 1 November 2000 in the case of the Closing Date, being the amount of euro 26,324,650.44, and the first day of the month in which the relevant Quarterly Payment Date falls in case of substitution by the Insurance Company as Savings Premia and accrued interest) increased on a monthly basis with the sum of (i) the Savings Premia received by the Insurance Company and paid to the Issuer and (ii) a pro rata part, corresponding to the Participation in the relevant Savings Mortgage Receivable, of the interest paid by the Borrower in respect of such Savings Mortgage Receivable. See further “Sub-Participation Agreement” below.

Life Mortgage Loans:

A portion of the Mortgage Loans, not being Savings Mortgage Loans (“Life Mortgage Loans”), will have the benefit of combined risk and capital insurance policies (“Life Insurance Policies”) taken out by Borrowers with the Insurance Company. The Life Mortgage Loans are in the form of universal life mortgages (“Delta Life hypotheken”) or unit linked mortgages (“Meerkeuze plan”). See further “Description of the Mortgage Loans” below.

Security for the Notes:

The Notes will be secured (a) directly, by a deed of surety to be entered into on the Closing Date between the Security Trustee and certain Secured Parties (as defined in “Description of Security” below) pursuant to which the Security Trustee will agree to grant a surety (“borgtocht”) to the Secured Parties, which include the Noteholders, on a limited recourse basis (the “Deed of Surety”); (b) indirectly, through the Security Trustee, by a first ranking pledge by Delta Lloyd or, as the case may be, the Sellers to the Security Trustee and a second ranking pledge by Delta Lloyd or, as the case may be, the Sellers to the Issuer over the Mortgage Receivables; and (c) indirectly, through the Security Trustee, by a first ranking pledge by the Issuer to the Security Trustee over the Issuer’s rights under or in connection with the Mortgage Receivables Purchase Agreement, the Swap Agreement, the Sub-Participation Agreement, the Administration Agreement, the Liquidity Facility Agreement and the Floating Rate GIC and in respect of the Transaction Accounts (each as referred to below). The

amount payable to the Noteholders and the other Secured Parties under the Deed of Surety will be limited to the amounts available for such purpose to the Security Trustee which, *inter alia*, will consist of amounts recovered by the Security Trustee on the Mortgage Receivables and amounts received by the Security Trustee as creditor under the Mortgage Receivables Purchase Agreement. Payments under the Deed of Surety to the Secured Parties will be made in accordance with the Priority of Payments upon Enforcement (as defined in “Credit Structure” below). See further “Special Considerations” below and for a more detailed description see “Description of Security” below.

Administration Agreement:

Under an administration agreement to be entered into on the Closing Date (the “Administration Agreement”) between the Issuer, the Pool Servicer, the Defaulted Loan Servicer, the Company Administrator and the Security Trustee, (i) the Pool Servicer will agree to provide administration and management services in relation to the Mortgage Loans on a day-to-day basis, including, without limitation, the collection of payments of principal, interest and all other amounts in respect of the Mortgage Loans and (ii) the Defaulted Loan Servicer will agree to provide the implementation of arrears procedures including, if applicable, the enforcement of mortgages (see further section “Mortgage Loan Underwriting and Servicing” below) and to provide information on the Participation in the Savings Mortgage Loans and (iii) the Company Administrator will agree to provide certain administration, calculation and cash management services for the Issuer on a day-to-day basis, including without limitation, all calculations to be made in respect of the Notes pursuant to the Conditions.

Management Agreements:

On the Closing Date, each of the Issuer, the Shareholder and the Security Trustee will enter into a management agreement (together, the “Management Agreements”) with the relevant Director, whereunder the relevant Director will undertake to act as director of the Issuer, the Shareholder or, as the case may be, the Security Trustee and to perform certain services in connection therewith.

Liquidity Facility:

On the Closing Date, the Issuer will enter into a liquidity facility agreement with the Liquidity Facility Provider (the “Liquidity Facility Agreement”) whereunder the Issuer will be entitled to make drawings in order to meet certain shortfalls in its available revenue receipts. See further “Credit Structure” below.

Seller Collection Account:

The Sellers shall maintain an account (the “Seller Collection Account”) to which collections of all amounts of interest, prepayment penalties and principal received under the Mortgage Receivables will be paid. The Seller Collection Account is administered by the Pool Servicer.

Issuer Collection Account:

The Issuer shall maintain with the Floating Rate GIC Provider an account (the “Issuer Collection Account”) to which on a monthly basis all amounts from the Seller Collection Account will be transferred by the Pool Servicer in accordance with the Administration Agreement.

Floating Rate GIC:

The Issuer and the Floating Rate GIC Provider will enter into a guaranteed investment contract (the “Floating Rate GIC”) on the Closing Date, whereunder the Floating Rate GIC Provider will agree to pay a guaranteed rate of interest determined by reference to one

month Euribor minus a margin on the balance standing from time to time to the credit of the Issuer Collection Account and the Reserve Account (as defined in “Credit Structure” below).

Swap Agreement: On the Closing Date, the Issuer will enter into a swap agreement with the Swap Counterparty to hedge the risk between the rate of interest to be received by the Issuer on the Mortgage Receivables and the fixed rate of interest or, as the case may be, the floating rate of interest payable by the Issuer on the Notes.

Reserve Account: The Issuer will pay the proceeds of the Subordinated Class D Notes to an account (the “Reserve Account”, together with the Issuer Collection Account, the “Transaction Accounts”) held with the Floating Rate GIC Provider. The purpose of the Reserve Account will be to enable the Issuer to meet the Issuer’s payment obligations under items (a) up to and including (i) in the Interest Priority of Payments (as defined in “Credit Structure” below) in the event that the Notes Interest Available Amount (as defined in “Credit Structure” below) is not sufficient to meet such payment obligations on a Calculation Date. If and to the extent that the Notes Interest Available Amount on any Calculation Date exceeds the amounts ranking higher in the Interest Priority of Payments, such excess amount will be used to replenish the Reserve Account by crediting such amount to the Reserve Account up to the “Reserve Account Required Amount”.

Listing: Application has been made for the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes to be listed on the Euronext Amsterdam.

Withholding Tax: Payments of interest and principal on the Notes will be subject to any applicable withholding taxes, without the Issuer being obliged to pay any additional amounts in respect thereof.

Rating: It is a condition precedent to issuance that (i) the Senior Class A Notes, on issue, be assigned a rating of “Aaa” by Moody’s and “AAA” by Fitch, (ii) the Mezzanine Class B Notes, on issue, be assigned a rating of at least “A2” by Moody’s, and “A” by Fitch, (iii) the Junior Class C Notes, on issue, be assigned a rating of at least “Baa2” by Moody’s and “BBB” by Fitch and (iv) the Subordinated Class D Notes, on issue, be assigned a rating of at least “Ba1” by Moody’s and “BB+” by Fitch.

Governing Law: The Notes will be governed by and construed in accordance with the laws of the Netherlands.

Risk Weighting: The Dutch Central Bank has stated that, for credit institutions regulated by it, the risk weighting applicable to the Senior Class A Notes will be 50 per cent.

2. SPECIAL CONSIDERATIONS

The following is a summary of certain aspects of the issue of the Notes of which prospective Noteholders should be aware. It is not intended to be exhaustive, and prospective Noteholders should read the detailed information set out elsewhere in this document.

Liabilities under the Notes

The Notes will be solely the obligations of the Issuer. The Notes will not be obligations or responsibilities of, or guaranteed by, any other entity or person, in whatever capacity acting, including, without limitation, the Sellers, the Insurance Company, the Managers, the Liquidity Facility Provider, the Pool Servicer, the Defaulted Loan Servicer, the Company Administrator, the Floating Rate GIC Provider, the Swap Counterparty, the Paying Agent, the Reference Agent or, except for certain limited obligations under the Deed of Surety as more fully described in “Description of Security”, the Security Trustee. Furthermore, none of the Sellers, the Insurance Company, the Managers, the Liquidity Facility Provider, the Pool Servicer, the Defaulted Loan Servicer, the Company Administrator, the Floating Rate GIC Provider, the Swap Counterparty, the Paying Agent, the Reference Agent or any other person in whatever capacity acting, other than the Security Trustee in respect of limited obligations under the Deed of Surety, will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to pay any amounts due under the Notes.

The ability of the Issuer to meet its obligations in full to pay principal of and interest on the Notes will be dependent on the receipt by it of funds under the Mortgage Receivables, the proceeds of the sale of any Mortgage Receivables including those sold pursuant to the Sub-Participation Agreement, the receipt by it of payments under the Swap Agreement and the receipt by it of interest in respect of the balances standing to the credit of the Transaction Accounts. See further “Credit Structure”. In addition, the Issuer will have available to it the balances standing to the credit of the Transaction Accounts and the amount available to be drawn under the Liquidity Facility for certain of its payment obligations.

Deed of Surety

The Notes will be secured, *inter alia*, by the Deed of Surety. Under the terms of the Deed of Surety, the Security Trustee will undertake to pay to the Secured Parties (including the Noteholders), subject to the Priority of Payments upon Enforcement (as described in “Credit Structure” below), all amounts due and payable by the Issuer to the Secured Parties, including amounts due under or in connection with the Notes, if the Issuer does not perform its obligations vis-à-vis the Secured Parties, whether fully or partially. However, the payment obligation to the Secured Parties will be limited, *inter alia*, to amounts received by the Security Trustee as creditor under the Mortgage Receivables Purchase Agreement and amounts recovered under any of the pledge agreements to which the Security Trustee is a party (as more fully described in “Description of Security” below). Given the limited recourse provisions to be contained in the Deed of Surety, it should not be regarded as credit enhancement for the Notes in economic terms. The Deed of Surety will be entered into for purely technical reasons and will be used to create a recourse claim of the Security Trustee against the Issuer, so that as a matter of Netherlands law the Mortgage Receivables can be effectively pledged to the Security Trustee by the Sellers. In this respect it is noted that, in order to create such recourse claim, the Security Trustee should first pay the relevant amount to the Secured Parties. The Security Trustee will have to borrow such funds under a liquidity facility agreement to be agreed with a liquidity facility provider. Furthermore, it is noted that one legal commentator has recently argued that in case of a security structure as used in this transaction the security trustee is not entitled to take recourse on the pledged assets if its recourse claim only arises following bankruptcy or suspension of payments (or emergency regulations) involving the debtor. The Issuer has been advised that there are strong arguments for arguing that the view of this commentator is incorrect.

Transfer of Legal Title to Mortgage Receivables

The Mortgage Receivables Purchase Agreement will provide that the assignment of the Mortgage Receivables by the Sellers to the Issuer will not be notified by the Sellers to the Borrowers except if certain events occur. For a description of these notification events reference is made to the section “Mortgage Receivables Purchase Agreement” below. Under Netherlands law the assignment of a receivable is only perfected if the assignment has been notified to the Borrower. Consequently, prior to such notification, legal title to the Mortgage Receivables will remain with Delta Lloyd or, as the case may be, the Sellers. Notification of the assignment to a Borrower after any of the Sellers has been declared bankrupt or has become subject to emergency regulations, in respect of Delta Lloyd under the Netherlands Act on the

Supervision of the Insurance Business or, in respect of Delta Lloyd Bank, under the Netherlands Act on the Supervision of the Credit System will not be effective and, consequently, in such event the legal ownership to the Mortgage Receivables will not pass to the Issuer.

In order to protect the Issuer in the situation that notification of the assignment of the Mortgage Receivables can no longer be effectively made due to bankruptcy or emergency regulations involving any of the Sellers, each of the Sellers will grant a first-ranking “silent” right of pledge (i.e. without notification being required) under Netherlands law to the Security Trustee and a second-ranking “silent” right of pledge to the Issuer over the Mortgage Receivables and the Issuer will grant a first-ranking “disclosed” right of pledge to the Security Trustee on the rights deriving from, *inter alia*, the Mortgage Receivables Purchase Agreement, as more fully described in “Description of Security” below. Notification of the “silent” rights of pledge in favour of the Security Trustee and the Issuer can be validly made after bankruptcy or emergency regulations have been declared in respect of the relevant Seller. Under Netherlands law the Issuer and the Security Trustee can, in the event of bankruptcy or emergency regulations in respect of any of the Sellers, exercise the rights afforded by law to pledgees as if there were no bankruptcy or suspension of payments. However, bankruptcy or emergency regulations involving any of the Sellers would affect the position of the Security Trustee and the Issuer as pledgees in some respects, the most important of which are: (i) payments made by Borrowers prior to notification but after bankruptcy or emergency regulations in respect of any of the Sellers having been declared, will be part of the estate, although the relevant pledgee has the right to receive such amounts by preference after deduction of certain costs, (ii) a mandatory “cool-off” period of up to two months may apply in case of bankruptcy or emergency regulations involving any of the Sellers, which, if applicable, would delay the exercise of the right of pledge on the Mortgage Receivables and (iii) the relevant pledgee may be obliged to enforce its right of pledge within a reasonable period as determined by the judge-commissioner (*rechter-commissaris*) appointed by the court in case of bankruptcy of such Seller.

Set-off

Under Netherlands law each Borrower will, subject to the legal requirements for set-off being met, be entitled to set off amounts due by any of the Sellers to it (if any) with amounts it owes in respect of the Mortgage Receivables. After assignment and/or pledge of the Mortgage Receivables to the Issuer and notification thereof to a Borrower, the Borrower will also have set-off rights vis-à-vis the Issuer, provided that the legal requirements for set-off are met, and further provided that (i) the counterclaim of the Borrower results from the same legal relationship as the relevant Mortgage Receivable, or (ii) the counterclaim of the Borrower has been originated and become due prior to the assignment and/or pledge of the Mortgage Receivables and notification thereof to the relevant Borrower.

The conditions applicable to the Mortgage Loans provide that payments by the Borrowers should be made without set-off. Although this clause is intended as a waiver by the Borrowers of their set-off rights vis-à-vis the Sellers, under Netherlands law it is uncertain whether such waiver will be valid. Should such waiver be invalid, the foregoing applies *mutatis mutandis*.

The Mortgage Receivables Purchase Agreement will provide that if a Borrower sets off amounts due to it by any of the Sellers against the relevant Mortgage Receivable and, as a consequence thereof, the Issuer does not receive the amount which it is entitled to receive in respect of such Mortgage Receivable, the relevant Seller will pay to the Issuer an amount equal to the difference between the amount which the Issuer would have received in respect of the relevant Mortgage Receivable if no set-off had taken place and the amount actually received by the Issuer in respect of such Mortgage Receivable.

For specific set-off issues relating to Savings Mortgage Loans and Life Mortgage Loans reference is made to the paragraph “Insurance Policies” below.

The Sellers will also have the right to set-off any amounts owing to a Borrower against a Mortgage Receivable in respect of such Borrower. The Mortgage Receivables Purchase Agreement will provide that, prior to notification of the assignment and/or pledges, the relevant Seller will pay to the Issuer any amounts not received by the Issuer as a result of such right of set-off being invoked by any Seller.

Mortgage Rights

The Mortgage Receivables sold to the Issuer which were originated by the Sellers prior to 1 March 1999 will be secured by mortgage rights which secure the initial Mortgage Loan and all other amounts which the Borrower may be or become due to Delta Lloyd or, as the case may be, the Sellers up to the amount of his repayments or prepayments on the initial Mortgage Loan. The Mortgage Receivables sold to the Issuer which were originated following 1 March 1999 will be secured by mortgage rights which secure not only the

initial Mortgage Loan but also any amounts which the Borrower may be or become due to Delta Lloyd or, as the case may be, the Sellers under further loans and/or credits up to a maximum level. It is likely that both types of Mortgage Receivables should be regarded as “krediethypotheken” (“Credit Mortgages”). Under Netherlands law it is uncertain whether, in the event of assignment or pledge of a receivable secured by a Credit Mortgage, the Credit Mortgage will follow such receivable.

Each of the Sellers will undertake in the Mortgage Receivables Purchase Agreement to partially terminate the relevant mortgage rights securing Mortgage Receivables to the extent that the mortgage right secures debts other than the relevant Mortgage Receivables by giving notice of such partial termination to the relevant Borrowers at the same time that the Borrowers are notified of the assignment (see “Transfer of Legal Title to Mortgage Receivables” above). As a consequence of such partial termination the mortgage right would only secure the Mortgage Receivable assigned to the Issuer and would, in effect, cease to be a Credit Mortgage. Although there is no case law directly to support this view, the Issuer has been advised that there are no reasons why the mortgage right will not follow the Mortgage Receivable upon its assignment if the credit mortgage character is removed through partial termination prior to transfer of legal title to the Mortgage Receivables to the Issuer.

The relevant statutory provisions only address termination in general, and legal commentators, although accepting the right of partial termination, do not specifically discuss partial termination of mortgage rights in the manner described above. It is therefore uncertain whether such a partial termination complies with the relevant statutory requirements. Based upon a reasonable interpretation of the statutory provisions and the views expressed by legal commentators, there are strong reasons for arguing that the Sellers can effectively terminate the mortgage rights as described above.

Under Netherlands law a mortgage right can be terminated by the mortgage holder provided that upon creation of the mortgage right the mortgage holder was granted such right by the mortgage deed. The general conditions applicable to the mortgage deeds relating to the Mortgage Loans specifically provide for a partial termination right.

Should any of the Sellers be declared bankrupt or become subject to emergency regulations, its undertaking to give a notice of partial termination is no longer enforceable and a notice of partial termination received after such date by a Borrower will not be effective. In such a situation the legal transfer of the relevant Mortgage Receivables can no longer be effected, although the Issuer and the Security Trustee will remain pledgees of such Mortgage Receivables (see “Transfer of Legal Title to Mortgage Receivables” above). The fact that notice can no longer be given means that it is likely, depending on the specific facts and circumstances involved, that the Issuer and the Security Trustee will not have the benefit of a mortgage right securing such Mortgage Receivables and, if a Borrower fails to comply with its obligations under the Mortgage Loan, the Issuer or the Security Trustee (as the case may be) would not be in a position to foreclose the mortgage right as pledgee of the Mortgage Receivables. In that case the assistance of the relevant Sellers’ administrator (in case of emergency regulations) or bankruptcy trustee (in case of bankruptcy) would be required to effect a foreclosure which would, in whole or in part, be for the benefit of the pledgees. It is uncertain whether such assistance will be forthcoming. A similar situation could arise if any of the Sellers becomes subject to emergency regulations or is declared bankrupt after notice of partial termination is given and the courts came to the conclusion, notwithstanding the arguments against such an interpretation, that a Credit Mortgage cannot be converted by way of partial termination into a mortgage right which only secures the Mortgage Receivables or, following such conversion, does not follow the Mortgage Receivables upon their pledge or assignment. Consequently, the Issuer would not have the benefit of the mortgage right securing such Mortgage Receivables and would have to rely on the assistance of the relevant Seller’s administrator or bankruptcy trustee to foreclose the mortgage right.

Furthermore, it is noted that if the Issuer does not have the benefit of the mortgage right, it also will not be entitled to claim under any Municipality Guarantee or NHG Guarantee, if applicable.

Insurance Policies

The Life Mortgage Loans and the Savings Mortgage Loans have the benefit of Life Insurance Policies and Saving Insurance Policies respectively (together the “Insurance Policies”) with the Insurance Company, being the same legal entity as Delta Lloyd. In this paragraph, certain legal issues relating to the effects of the assignment of the Life Mortgage Loans and Savings Mortgage Loans on the Insurance Policies are set out. Investors should be aware that it may be that (i) the Issuer will not benefit from the Insurance Policies and/or (ii) the Issuer may not be able to recover any amounts from the Borrower in case Delta Lloyd defaults in its obligations as further described in this paragraph. As a consequence thereof the Issuer may not have a claim on the Borrower and may, therefore, not be entitled to enforce the mortgage right. In such

case the rights of the Security Trustee will be similarly affected. Due to the dependency on the performance by Delta Lloyd of its obligations under the Insurance Policies, a deterioration of the credit quality of Delta Lloyd might have an adverse effect on the rating of one or more Classes of the Notes.

Pledge

All rights of a Borrower under the Insurance Policies have been pledged to Delta Lloyd or, as the case may be, the Sellers (“Borrower Insurance Pledge”). It is uncertain under Netherlands law whether such pledge will be effective, since it is probable that the right to receive payment under the Insurance policies will be regarded by a Netherlands court as a future right. The pledge of a future right is not effective if the pledgor is declared bankrupt or is granted a suspension of payments or emergency regulations, prior to the moment such right comes into existence. Even if the pledge on the rights on the Insurance Policies would be effective, it is uncertain whether such right of pledge would pass to the Issuer or, as the case may be, the Security Trustee upon the assignment or pledge of the Mortgage Receivables, since the pledge secures the same liabilities as the Credit Mortgages. The observations on partial termination made in “Mortgage Rights” above apply equally to such right of pledge.

Appointment of Beneficiary

Furthermore, Delta Lloyd or, as the case may be, the Sellers have been appointed as beneficiary under the Insurance Policies up to the full amount owed by the Borrower (the “Beneficiary Rights”), except that in certain cases another beneficiary is appointed who will rank ahead of Delta Lloyd or, as the case may be, the Sellers, if the Insurance Company is authorised by such beneficiary to apply the insurance proceeds in satisfaction of the Mortgage Receivable. For the situation that no such authorization exists, the Issuer will enter into a beneficiary waiver agreement (the “Beneficiary Waiver Agreement”) with the Sellers (Delta Lloyd acting also in its capacity as Insurance Company), under which the Sellers waive to the extent required their rights as beneficiary under the Insurance Policies and appoint the Issuer as beneficiary upon the notification of the assignment of the Mortgage Receivables. It is, however, unlikely that such waiver and appointment will be effective. In view hereof the Sellers and the Insurance Company will undertake, following certain notification events, to use their best efforts to obtain the co-operation from all relevant parties to appoint the Issuer as first beneficiary under the Insurance Policies. It is uncertain whether such co-operation will be forthcoming. If the Issuer will not have been validly appointed as beneficiary under the Insurance Policies, any proceeds under the Insurance Policies will be payable to the Sellers or to another beneficiary instead of to the Issuer. If the proceeds are due to Delta Lloyd, or as the case may be, paid to Delta Lloyd Bank, such Seller will be under the obligation to pay such amount to the Issuer. If the proceeds are due to Delta Lloyd or paid to Delta Lloyd Bank and such Seller does not pay the amount involved to the Issuer (see “Insolvency of Delta Lloyd” below) or if the proceeds are paid to a beneficiary instead of to the Issuer, this may result in the amount paid under the Insurance Policies not being applied in reduction of the Mortgage Receivable. This may lead to the Borrower trying to invoke set-off rights and defences as further discussed under “Set-off or defences below”.

Insolvency of Delta Lloyd

If Delta Lloyd, in its capacity of Insurance Company, would no longer be able to meet its obligations under the Insurance Policy, e.g. in case it is declared bankrupt or subjected to emergency regulations, this could result in the Mortgage Receivables not being reduced by the amount payable under the Insurance Policy. This may again lead to the Borrower trying to invoke set-off rights and defences as further discussed under “Set-off or defences below”.

Set-off or defences

If the amounts payable under the Insurance Policy do not serve as a reduction of the Mortgage Receivable (see “Appointment of Beneficiary” and “Insolvency of Delta Lloyd” above), the Borrower may try to invoke a right of set-off of the amount due under the Mortgage Receivable with amounts payable under or in connection with the Insurance Policy. The fact that the Mortgage Receivable is assigned or pledged to the Issuer or the Security Trustee is not likely to interfere with such a set-off, since it is likely that the Mortgage Loans and the Insurance Policies are to be regarded as one legal relationship (see “Set-off” above).

As set out (in “Set-off” above) the Borrowers have waived their set-off rights, but it is uncertain whether such waiver is effective. If the waiver is not effective the Borrowers will in order to invoke a right of set-off, need to comply with the applicable requirements. One of these requirements is that the Borrowers should have a counterclaim. If the Insurance Company is declared bankrupt or subject to emergency regulations, the Borrower will have the right unilaterally to terminate the Insurance Policy and to receive a

commutation payment (“afkoopsom”). These rights are subject to the Borrower Insurance Pledge (see “Pledge” above) and, therefore, it is unlikely that the Borrower will be entitled to invoke a right of set off for the commutation payment. However, apart from the right to terminate the Insurance Policies, the Borrowers are also likely to have the right to rescind the Insurance Policies and to claim restitution of premiums paid and/or supplementary damages. It is uncertain whether such claim is subject to the Borrower Insurance Pledge. If not, the Borrower Insurance Pledge would not obstruct a right of set-off with such claim by Borrowers.

Even if the Borrowers cannot invoke a right of set-off, they may invoke defences vis-à-vis the Sellers, the Issuer and/or the Security Trustee, as the case may be. Borrowers could – *inter alia* – argue that it was the intention of the parties involved, or at least that they could rightfully interpret the mortgage documentation and the promotional materials in such manner that the Mortgage Receivable and the relevant Insurance Policy are to be regarded as one inter-related legal relationship and could on this basis claim a right of annulment or rescission of the Mortgage Loans, or that the Mortgage Receivable would be (fully or partially) repaid by means of the proceeds of the Insurance Policy and that, failing such repayment, the Borrower is not obliged to repay the (corresponding) part of the Mortgage Receivable. On the basis of similar reasoning Borrowers could also argue that the Mortgage Loan and the Insurance Policy were entered into as a result of “error” (“dwaling”) or that it would be contrary to principles of reasonableness and fairness (“redelijkheid en billijkheid”) for the Borrower to be obliged to repay the Mortgage Receivable to the extent that he has failed to receive the proceeds of the Insurance Policy.

Life Mortgage Loans

In respect of Life Mortgage Loans the Issuer has been advised that there is definitely a risk that such set-off or defences would be successful, as described above, in view of the factual circumstance involved, – *inter alia* – that the Mortgage Loan and the Life Insurance Policy are sold to the Borrower by one legal entity (i.e. Delta Lloyd being both the Seller and the Insurance Company) as one single package.

Savings Mortgage Loans

In respect of Savings Mortgage Loans the Issuer has been advised that the risk that such a set-off or defence would be successful is greater than in the case of Life Mortgage Loans in view – *inter alia* – of the close connection between the Savings Mortgage Loan and the Savings Insurance Policy. The Sub-Participation Agreement will provide that in the case of set-off or defences by Borrowers, including but not limited to a right of set-off or defence based upon a default in the performance by the Insurance Company of its obligations under the relevant Savings Insurance Policy, and, as a consequence thereof, the Issuer will not have received any amount due and outstanding under the relevant Savings Mortgage Receivable the relevant Participation of the Insurance Company will be reduced by an amount equal to the amount which the Issuer has failed to receive. The amount of the Participation is equal to the amount of Savings Premium received by the Issuer plus the accrued yield on such amount (see “Sub-Participation Agreement” below), provided that the Insurance Company will have paid all Savings Premia received from the relevant Borrowers to the Issuer. Therefore normally the Issuer will not suffer damages if the Borrower would invoke any such right of set-off or defences, if and to the extent that the amount for which the Borrower would invoke set-off or defences does not exceed the amount of the Participation. The amount for which the Borrower can invoke set-off or defences may, depending on the circumstances, exceed the amount of the Participation.

Exercise of call option

In accordance with the Conditions, the Issuer has the option to call all (but not some only) of the Notes on any Mandatory Redemption Date. Pursuant to the Trust Deed the Issuer has on any Mandatory Redemption Date the right to sell and assign the Mortgage Receivables to a third party, which may also be any of the Sellers, provided that the Company shall apply the proceeds of such sale to redeem the Notes. The purchase price of the Mortgage Receivables shall be equal to the outstanding principal amount, together with accrued interest due but unpaid, if any, of each Mortgage Receivable less, in respect of a Savings Mortgage Receivable the Participation, if such Participation is also assigned, except that with respect to Mortgage Receivables which are in arrears for a period exceeding 90 days or in respect of which an instruction has been given to a civil law notary to start foreclosure proceedings, the purchase price shall be at least the lesser of (i) an amount equal to the most recent available Foreclosure Value of the mortgaged property and (ii) the sum of the outstanding principal amount together with accrued interest due but not paid, if any, and any other amount due under the Mortgage Loan less, in respect of a Savings Mortgage Receivable, the Participation, if such Participation is also assigned.

No guarantee can be made that the Issuer will exercise this call option. If the call option is not exercised, the interest basis on the Notes will switch to 3-months Euribor plus a margin per annum, such margin to be for the Senior Class A Notes 1 per cent., for the Mezzanine Class B Notes 1.5 per cent., for the Junior Class C Notes 3 per cent. and for the Subordinated Class D Notes 5 per cent.

Proposed European Union Directive on the taxation of savings

In May 1998, the European Commission presented to the Council of Ministers of the European Union a proposal for a Directive on the taxation of savings, which would oblige Member States to adopt either a “withholding tax system” or an “information reporting system” in relation to interest, discounts and premiums. The “withholding tax system” would require a paying agent established in a Member State to withhold tax from any interest, discount or premium paid to an individual resident in another Member State unless such individual presents a certificate obtained from the tax authorities of the Member State in which he is resident confirming that those authorities are aware of the payment owed to that individual. The “information reporting system” would require a Member State to supply the other Member States with details of any payment of interest, discount or premium made by paying agents within its jurisdiction to an individual resident in that other Member State. For these purposes, the term “paying agent” is widely defined as including an agent who collects interest, discounts or premiums on behalf of an individual beneficially entitled thereto.

In June 2000, the Council of Ministers of Finance and Economics (ECOFIN) agreed that the proposal for the Directive should be revised on the basis of a number of principles, including the following:

- (a) exchange of information (that is, an information reporting system) should be the ultimate objective of the European Union, in order to ensure that all citizens resident in a Member State pay the tax due on all their savings income;
- (b) there may, however, be an interim period (not to exceed seven years from implementation of the Directive) during which Member States may either exchange information on savings income with other Member States or withhold tax (currently expected to be at the rate of at least 20 to 25 per cent.);
- (c) discussions are to be held with key third countries to promote the adoption of equivalent measures in those countries, and Member States are to promote the adoption of the same measures in their dependent or associated territories;
- (d) subject to a satisfactory outcome of the discussions described in paragraph (c), ECOFIN will decide on implementation of the Directive no later than 31 December 2002.

ECOFIN and the European Commission have committed themselves to seeking agreement on the substantive content of the Directive, including the rate of the withholding tax referred to in paragraph (b) above, by the end of the year 2000.

Pending agreement on the scope and precise text of the Directive, it is not possible to say what effect, if any, the adoption of the proposed Directive would have on the Notes or payments in respect thereof.

Reform of Income Tax Act of the Netherlands

On 1 January 2001, the Income Tax Act of 2001 will enter into force and will replace the Income Tax Act of 1964. Like the latter Act, the Income Tax Act of 2001 will be applicable to individuals.

The new law provides generally for a broader tax base (fewer deductions) and lower tax rates. In addition, it makes a significant change in the taxation of investment income by providing for computation on the basis of presumptive – rather than actual – income. Under the proposals, net wealth tax will be abolished as from 1 January 2001.

Under the Income Tax Act of 2001, income is divided into three separate “boxes”, the third of which is concerned with capital income, i.e., income from savings and investment. Taxable income is determined on the basis of a presumptive or deemed, return on capital, rather than on the basis of actual income (such as interest actually received). This deemed return has been fixed at 4% of average net capital, that is assets less qualifying liabilities, measured over the year from 1 January to 31 December. The 4% is applied after deduction of an exempt amount (EUR 17,000). The deemed income is then taxed at a flat rate of 30%.

As a transitional measure, interest accrued in the period up to, but not including, January 2001 and paid on or after 1 January 2001 will be taxed at the progressive rates of “box 1” (maximum tax rate: 52%).

The above will only be applicable in certain specific situations to individuals who are non-residents of the Netherlands (see further “Taxation in The Netherlands”).

It is noteworthy that on 23 October 2000 a Bill (Veegwet Wet inkomstenbelasting 2001) was submitted to the Dutch Parliament, proposing certain amendments of, *inter alia*, the Income Tax Act of 2001, the Corporate Income Tax Act of 1969 and the Dividend Tax Act of 1965. This Bill proposed, amongst other things, the introduction of withholding tax on interest payments on certain types of hybrid loans. On 9 November 2000, the Under Minister of Finance sent a letter to the Dutch Parliament, announcing the withdrawal of the proposed amendments to the extent that they pertained to the aforementioned hybrid loans, and announcing the formation of a study group to find a structural solution that covers the national as well as international implications of the issue and is acceptable both to the tax authorities and to all other parties involved. On 17 November 2000 an amendment to the Bill was submitted to the Dutch Parliament, withdrawing the aforementioned proposed amendments.

Swap Agreement

The Swap Counterparty will be obliged to make payments under the Swap Agreement without any withholding or deduction of taxes unless required by law. If any such withholding or deduction is required by law, the Swap Counterparty will be required to pay such additional amount as is necessary to ensure that the net amount actually received by the Issuer will equal the full amount that the Issuer would have received had no such withholding or deduction been required. The Swap Agreement will provide, however, that if due to (i) action taken by a relevant taxing authority or brought in a court of competent jurisdiction, or (ii) any change in tax law, in both cases after the date of the Swap Agreement, the Swap Counterparty will, or there is a substantial likelihood that it will, be required to pay to the Issuer additional amounts for or on account of tax (a “Tax Event”), the Issuer may request the Swap Counterparty to use its reasonable efforts to transfer its rights and obligations to another of its offices, branches or affiliates to avoid the relevant Tax Event.

Each swap transaction will be terminable by one party if (i) an event of default occurs in relation to the other party, (ii) it becomes unlawful for either party to perform its obligations under the Swap Agreement or (iii) an Enforcement Notice is served. Events of default in relation to the Issuer in the Swap Agreement will be limited to (i) non-payment under the Swap Agreement, (ii) a merger or similar transaction with another entity or person without assumption of the Issuer’s obligations under the Swap Agreement and (iii) insolvency events. Each swap transaction will terminate on the earlier of the Final Maturity Date and the date on which the relevant Class of Notes has been redeemed in full or written-off in accordance with the Conditions.

Risk inherent to the Notes

By acquiring the Notes, the Noteholders shall be deemed to have knowledge of, accept and be bound by the Conditions. The Issuer and the Paying Agent will not have any responsibility for the proper performance by Euroclear and/or Clearstream, Luxembourg or its participants of their obligations under their respective rules, operating procedures and calculation methods.

(i) Credit Risk

There is a risk of loss on principal and interest on the Notes due to losses on principal and interest on the Mortgage Receivables. This risk is addressed and mitigated by:

- in the case of the Senior Class A Notes, the subordinated ranking of the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes;
- in the case of the Senior Class A Notes and the Mezzanine Class B Notes, the subordinated ranking of the Junior Class C Notes and the Subordinated Class D Notes;
- in the case of the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes, the subordinated ranking of the Subordinated Class D Notes;
- the Reserve Account;
- the Excess Margin (as defined below in “Credit Structure”).

(ii) Liquidity Risk

The risk that interest and/or principal on the underlying Mortgage Receivables is not received on time thus causing temporary liquidity problems to the Issuer. This risk is addressed and mitigated by the Excess Margin, the Reserve Account (to the extent available for such payments) and in certain circumstances the Liquidity Facility.

(iii) Prepayment Risk

The risk that prepayments by the Borrowers result in negative carry costs. This risk is addressed as follows:

- as a result of the structure of the Swap Agreement the Issuer will not suffer losses of interest from prepayments;
- up to 2010 the Issuer shall reinvest principal in Substitute Mortgage Receivables.

(iv) Maturity Risk

The risk that the Issuer will not have received sufficient principal to fully redeem the Notes. The Final Maturity Date for the Notes is 15 November 2062. On each Mandatory Redemption Date, the Issuer may at its option redeem all Notes in accordance with Condition 6(e). If the Issuer does not exercise such call option the interest basis for all the Notes will be a Euribor based floating rate plus the margin set out above in “Exercise of the Call Option”. No guarantee can be given that the Issuer will exercise its option to redeem the Notes.

(v) Interest Rate Risk

The risk that the interest received on the Mortgage Receivables and the Transaction Accounts is not sufficient to pay the interest on the Notes. This risk is addressed by the Swap Agreement.

Exemption from credit supervision for the Issuer

The Issuer has been granted an exemption from credit supervision pursuant to the Act on the Supervision of the Credit System by the Dutch Central Bank on 27 November 2000, which exemption was granted subject to certain conditions. Furthermore, the exemption was issued subject to the restriction that it is valid during a period of 5 years from the date thereof. Prior to expiry of this period the Issuer should according to the Dutch Central Bank apply for an extension of the exemption with the Dutch Central Bank. In this respect the Issuer has been advised that in case all relevant facts and circumstances remain as they were on 27 November 2000 the Dutch Central Bank is likely to renew the exemption. Furthermore, the Issuer has been advised that there are strong arguments for arguing that the Issuer does not require the individual exemption at all, since it benefits from a general exemption regulation.

Further Description of Mortgage Loans

The list of Mortgage Loans attached to the Mortgage Receivables Purchase Agreement and to be attached at the closing to the deed regarding the assignment of the Mortgage Receivables does not mention which Mortgage Receivables are sold and assigned by Delta Lloyd and which Mortgage Receivables are sold and assigned by the Sellers jointly. In order for an assignment and pledge of assets, such as the Mortgage Receivables, to be valid, the assets involved should be sufficiently described. The Issuer has been advised that assuming that in the (combined) administration of each of the Sellers, whether or not in conjunction with the administration of the Pool Servicer, it can be established without any uncertainty which Mortgage Receivables are held by Delta Lloyd and which Mortgage Receivables are held by the Sellers jointly, it is likely that the Mortgage Receivables will be sufficiently described. The Sellers have undertaken to draw up a further list of all Mortgage Loans which mentions which Mortgage Receivables are held by Delta Lloyd and which Mortgage Receivables are held by the Sellers jointly, which list will be attached to the Mortgage Receivables Purchase Agreement and the deed of assignment, prior to the Quarterly Calculation Date falling in February 2001. If on this date such list has not been drawn up, whether in part or in full, the Sellers shall repurchase and accept reassignment of the Mortgage Receivables with respect to which the list does not specify the relevant Seller, or if no list is provided all Mortgage Receivables, on the same terms which apply in case of a breach of representation and warranties (see “Mortgage Receivables Purchase Agreement” below) on the Quarterly Payment Date falling in February 2001.

3. CREDIT STRUCTURE

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

Mortgage Loan Interest Rates

The interest rate of each Mortgage Loan is fixed, subject to a reset from time to time. On the Closing Date the weighted average interest rate of the Mortgage Loans is expected to be 6.21 per cent. Interest rates vary between individual Mortgage Loans. The range of interest rates is described further in “Description of the Mortgage Loans” below.

Cash Collection Arrangement

Payments by the Borrowers of interest and scheduled principal under the Mortgage Loans are due on the 1st day of each month, interest being payable in arrear. All payments made by Borrowers will be paid into the Seller Collection Account maintained by Delta Lloyd. The Seller Collection Account will also be used for the collection of moneys paid in respect of mortgage loans other than Mortgage Loans and in respect of other moneys belonging to Delta Lloyd.

On each Mortgage Payment Date (being the 12th day of each calendar month or if this is not a business day the next succeeding business day) the Pool Servicer shall transfer all amounts of principal, interest, prepayment penalties and interest penalties received by Delta Lloyd in respect of the Mortgage Loans during the immediately preceding Mortgage Calculation Period (defined below) to the Issuer Collection Account.

For these purposes a “Mortgage Calculation Period” is the period commencing on (and including) the 1st day of a calendar month and ending on (and including) the last day of such calendar month.

Issuer Collection Account

The Issuer will maintain with the Floating Rate GIC Provider the Issuer Collection Account to which all amounts received (i) in respect of the Mortgage Loans and (ii) from the Insurance Company pursuant to the Sub-Participation Agreement will be paid.

The Company Administrator will identify all amounts paid into the Issuer Collection Account by crediting such amounts to ledgers established for such purpose. Payments received on each Mortgage Payment Date in respect of the Mortgage Loans will be identified as principal or revenue receipts and credited to a principal ledger (the “Principal Ledger”) or a revenue ledger (the “Revenue Ledger”), as the case may be.

If at any time the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Floating Rate GIC Provider are assigned a rating of less than P-1 by Moody’s and/or F1+ by Fitch, the Issuer will be required within 30 days to transfer the Issuer Collection Account to an alternative bank with the required minimum rating or to obtain a third party, acceptable to Moody’s and Fitch, to guarantee the obligations of the Floating Rate GIC Provider.

Priority of Payments in respect of interest

Prior to the delivery of an Enforcement Notice by the Security Trustee, the sum of the following amounts, calculated as at each Quarterly Calculation Date (being the 12th day of each of February, May, August and November or, if this is not a business day, the next following business day) as being received during the Quarterly Calculation Period (as defined in Condition 6(c)(v) immediately preceding such Quarterly Calculation Date:

- (i) as interest on the Mortgage Receivables less, with respect to each Savings Mortgage Receivable, an amount calculated as follows: $R \times P/SMR$ whereby R = the interest received on such Savings Mortgage Receivable, P = Participation in such Savings Mortgage Receivable and SMR = the principal amount due on such Savings Mortgage Receivable and less any amounts paid to the Swap Counterparty under the Swap Agreement at the two immediately preceding Swap Payment Dates in the relevant Quarterly Calculation Period;
- (ii) as interest accrued on the Issuer Collection Account and the Reserve Account;
- (iii) as prepayment penalties and interest penalties under the Mortgage Receivables;
- (iv) as Net Proceeds (as defined in the Conditions) on any Mortgage Receivables to the extent such proceeds do not relate to principal less, with respect to each Savings Mortgage Receivable, an amount calculated as follows: $Q \times P/SMR$ whereby Q = the amount not relating to principal received on such Savings Mortgage Receivable, P = Participation in such Savings Mortgage Receivable and SMR = the principal amount due on such Savings Mortgage Receivable;

- (v) as amounts to be drawn under the Liquidity Facility (other than Liquidity Facility Stand-by Drawings) (defined below) on the immediately succeeding Quarterly Payment Date;
- (vi) as amounts to be drawn from the Reserve Account on the immediately succeeding Quarterly Payment Date;
- (vii) as amounts to be received from the Swap Counterparty under the Swap Agreement on the immediately succeeding Quarterly Payment Date if any;
- (viii) as amounts received in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement or any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts do not relate to principal less, with respect to each Savings Mortgage Receivable, an amount calculated as follows: $Q \times P/SMR$ whereby Q = the amount not relating to principal received on such Savings Mortgage Receivable, P = Participation in such Savings Mortgage Receivable and SMR = the principal amount due on such Savings Mortgage Receivable;
- (ix) as amounts received in connection with a sale of Mortgage Receivables pursuant to the Trust Deed to the extent such amounts do not relate to principal less, with respect to each Savings Mortgage Receivable, an amount calculated as follows: $Q \times P/SMR$ whereby Q = the amount not relating to principal received on such Savings Mortgage Receivable, P = Participation in such Savings Mortgage Receivable and SMR = the principal amount due on such Savings Mortgage Receivable unless the Participation is assigned as well to the purchaser of the Savings Mortgage Receivables; and
- (x) as amounts received as post-foreclosure proceeds;

(Items (i) up to and including (x) being hereafter referred to as the “Notes Interest Available Amount”) will pursuant to terms of the Trust Deed be applied by the Issuer on the immediately succeeding Quarterly Payment Date as follows (in each case only if and to the extent that payments of a higher order of priority have been made in full) (the “Interest Priority of Payments”):

- (a) first, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of the fees or other remuneration due and payable to the Directors in connection with the Management Agreements and any costs, charges, liabilities and expenses incurred by the Security Trustee under or in connection with any of the Relevant Documents;
- (b) *second*, in or towards satisfaction, of administration fees and expenses due and payable to the Pool Servicer, the Defaulted Loan Servicer and the Company Administrator under the Administration Agreement;
- (c) *third*, in or towards satisfaction, *pro rata* according to the respective amounts thereof, (i) of any amounts due and payable to third parties under obligations incurred in the Issuer’s business (other than under the Relevant Documents), including, without limitation, in or towards satisfaction of sums due or provisions for any payment of the Issuer’s liability, if any, to tax and sums due to the relevant rating agencies and (ii) fees and expenses due to the Paying Agent and the Reference Agent under the Paying Agency Agreement;
- (d) *fourth*, in or towards satisfaction of any amounts due and payable to the Liquidity Facility Provider under the Liquidity Facility, but excluding any gross-up amounts due under the Liquidity Facility payable under (l) below, or, following a Liquidity Facility Stand-by Drawing in or towards satisfaction of sums to be credited to the Liquidity Facility Stand-by Ledger;
- (e) *fifth*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) all amounts of interest due or accrued due but unpaid in respect of the Senior Class A Notes and (ii) of amounts, if any, due but unpaid under the Swap Agreement, but excluding any costs to be paid by the Issuer on such early termination payable under subparagraph (k);
- (f) *sixth*, in or towards satisfaction of interest due or accrued due but unpaid on the Mezzanine Class B Notes;
- (g) *seventh*, in or towards satisfaction of interest due or accrued due but unpaid on the Junior Class C Notes;
- (h) *eighth*, in or towards satisfaction of interest due or accrued due but unpaid in respect of the Subordinated Class D Notes;
- (i) *ninth*, in or towards making good any shortfall reflected in the Principal Deficiency Ledger (defined below) until the debit balance, if any, on the Principal Deficiency Ledger is reduced to zero;

- (j) *tenth*, in or towards satisfaction of any sums required to replenish the Reserve Account up to the amount of the Reserve Account Required Amount (defined below);
- (k) *eleventh*; to the Swap Counterparty in or towards payments of any amounts due under the Swap Agreement in respect of the Issuer's obligations in respect of all amounts to be paid by the Issuer upon an early termination of the Swap Agreement, as determined in accordance with their terms;
- (l) *twelfth*, in or towards satisfaction of gross up amounts due, if any, to the Liquidity Facility Provider under the Liquidity Facility Agreement; and
- (m) *thirteenth*, in or towards satisfaction of a Deferred Purchase Price Instalment (as defined in "Mortgage Receivables Purchase Agreement" below) to Delta Lloyd on behalf of the Sellers.

Priority of Payments in respect of principal

The sum of the following amounts, as defined in Condition 6(c) calculated as at any Calculation Date, as being received during the immediately preceding Quarterly Calculation Period:

- (i) by means of repayment and prepayment in full of principal under the Mortgage Receivables from any person, whether by set-off or otherwise, but, for the avoidance of doubt, excluding prepayment penalties, if any, and furthermore excluding amounts paid as partial prepayments on the Savings Mortgage Receivables, less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable;
- (ii) as Net Proceeds (as defined in Condition 6(c)(iii)) on any Mortgage Receivable to the extent such proceeds relate to principal less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable;
- (iii) in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement and any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable;
- (iv) in connection with a sale of Mortgage Receivables pursuant to the Trust Deed to the extent such amounts relate to principal from any person, whether by set-off or otherwise, if any, less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable unless the Participation is also assigned to the purchaser of the Savings Mortgage Receivable;
- (v) as amount to be credited to the Principal Deficiency Ledger on the immediately succeeding Quarterly Payment Date in accordance with the Administration Agreement;
- (vi) as Monthly Participation Increase pursuant to the Sub-Participation Agreement; and
- (vii) as partial prepayment in respect of Mortgage Receivables including Savings Mortgage Receivables;
- (viii) after all amounts of interest and principal due in respect of the Notes, except for principal on the Subordinated Class D Notes, have been paid, any amount standing to the credit of the Reserve Account;

(items (i) up to and including (viii) hereinafter referred to as the "Notes Redemption Available Amount") will be applied by the Issuer on the next succeeding Quarterly Payment Date (and in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the "Principal Priority of Payments"):

- (a) *first*, in or towards satisfaction of the purchase price of any Substitute Mortgage Receivables;
- (b) *second*, in or towards satisfaction of principal amounts due under any of Senior Class A Notes on the relevant Mandatory Redemption Date or, as the case may be, the Final Redemption Date;
- (c) *third*, in or towards satisfaction of principal amounts due under the Mezzanine Class B Notes on the relevant Mandatory Redemption Date or, as the case may be, the Final Redemption Date; and
- (d) *fourth*, in or towards satisfaction of principal amounts due under the Junior Class C Notes on the relevant Mandatory Redemption Date or, as the case may be, the Final Redemption Date;
- (e) *fifth*, in or towards satisfaction of principal amounts due under the Subordinated Class D Notes on the relevant Mandatory Redemption Date, or, as the case may be, the Final Redemption Date.

Priority of Payments upon Enforcement

Following delivery of an Enforcement Notice any amounts payable by the Security Trustee under the Deed of Surety, other than in respect of the Participations, will be paid to the Secured Parties (including the Noteholders but excluding the Insurance Company under the Sub-Participation Agreement) in the following order of priority (and in each case only if and to the extent payments of a higher priority have been made in full) (the “Priority of Payments upon Enforcement”):

- (a) *first*, in or towards satisfaction, *pro rata* according to the respective amounts thereof, of (i) the fees or other remuneration due to the Directors (ii) any cost, charge, liability and expenses incurred by the Security Trustee under or in connection with any of the Relevant Documents, (iii) the fees and expenses of the Paying Agent and the Reference Agent incurred under the provisions of the Paying Agency Agreement, (iv) the fees and expenses of any legal advisor, auditor, accountants and Moody’s and Fitch appointed by the Issuer and/or, as the case may be, the Security Trustee, and (v) the fees and expenses of the Pool Servicer and the Company Administrator under the Administration Agreement;
- (b) *second*, in or towards satisfaction of any sums due or accrued due but unpaid under the Liquidity Facility Agreement but excluding any gross-up amounts due under the Liquidity Facility payable under (l) below;
- (c) *third*, in or towards satisfaction, *pro rata*, according to the respective amounts thereof, of (i) all amounts of interest due or accrued due but unpaid in respect of the Senior Class A Notes (ii) amounts, if any, due but unpaid to the Swap Counterparty under the Swap Agreement but excluding any other costs to be paid by the Issuer on early termination payable under subparagraph (k) below;
- (d) *fourth*, in or towards satisfaction, *pro rata*, of all amounts of principal and any other amount due but unpaid in respect of the Senior Class A Notes;
- (e) *fifth*, in or towards satisfaction of all amounts of interest due or accrued due but unpaid in respect of the Mezzanine Class B Notes;
- (f) *sixth*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Mezzanine Class B Notes;
- (g) *seventh*, in or towards satisfaction of all amounts of interest due or accrued due but unpaid in respect of the Junior Class C Notes;
- (h) *eighth*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Junior Class C Notes;
- (i) *ninth*, in or towards satisfaction of all amounts of interest due or accrued due but unpaid in respect of the Subordinated Class D Notes;
- (j) *tenth*, in or towards satisfaction of all amounts of principal and any other amount due but unpaid in respect of the Subordinated Class D Notes;
- (k) *eleventh*, to the Swap Counterparty in or towards payments of any amounts due under the Swap Agreement by the Issuer upon an early termination of the Swap Agreement, as determined in accordance with its terms;
- (l) *twelfth*, in or towards satisfaction, of gross up amounts due, if any, to the Liquidity Facility Provider under the Liquidity Facility Agreement; and
- (m) *thirteenth*, in and towards satisfaction of any Deferred Purchase Price Instalment to Delta Lloyd on behalf of the Sellers.

Liquidity Facility

On the Closing Date, the Issuer will enter into the Liquidity Facility Agreement with the Liquidity Facility Provider. The Issuer will be entitled on any Quarterly Payment Date to make drawings under the Liquidity Facility up to the Liquidity Facility Maximum Amount (as defined below). The Liquidity Facility Agreement is for a term of 364 days. The commitment of the Liquidity Provider is extendable at its option. Any drawing under the Liquidity Facility by the Issuer shall only be made on a Quarterly Payment Date if and to the extent that, before the application of amounts available on the Reserve Account and before any drawing under the Liquidity Facility, there is a shortfall in the Notes Interest Available Amount to meet items (a) to (h) (inclusive) in the Interest Priority of Payments in full on that Quarterly Payment Date. The Liquidity Facility Provider will rank in priority in point of payments and security to the Notes.

If, at any time, (i) the short-term unsecured, unsubordinated and unguaranteed debt obligations of the Liquidity Facility Provider are assigned a rating of less than P-1 by Moody's and/or F1+ by Fitch and (ii) the Liquidity Facility is not renewed or replaced by the Issuer with a suitable alternative Liquidity Facility Provider within 30 days of such downgrading or alternatively the Liquidity Facility Provider has procured that a guarantee for its obligations in favour of the Issuer has been issued and (iii) the then current rating of the Notes is materially adversely affected, the Issuer will be required forthwith to draw down the entirety of the undrawn portion of the Liquidity Facility (a "Liquidity Facility Stand-by Drawing") and credit such amount to the Issuer Collection Account with a corresponding credit to a ledger to be known as the "Liquidity Facility Stand-by Ledger". Amounts so credited to the Issuer Collection Account may be utilised by the Issuer in the same manner as a drawing under the Liquidity Facility. A Liquidity Facility Stand-by Drawing shall also be made if the Liquidity Facility is not renewed following its commitment termination date.

For these purposes, "Liquidity Facility Maximum Amount" means euro 16,500,000.

Reserve Account

The net proceeds of the Subordinated Class D Notes will be credited to the Reserve Account.

Amounts credited to the Reserve Account will be available on any Quarterly Payment Date to meet items (a) to (i) (inclusive) of the Interest Priority of Payments, after application of any funds drawn under the Liquidity Facility.

If and to the extent that the Notes Interest Available Amount on any Calculation Date exceeds the amounts required to meet items ranking higher in the Interest Priority of Payments, the excess amount will be applied to replenish and/or build up of the Reserve Account as the case may be, until the balance standing to the credit of the Reserve Account equals the Reserve Account Required Amount. The Reserve Account Required Amount will be euro 3,000,000 unless (i) the Outstanding Principal Amount of all Mortgage Loans in arrears for more than 60 days exceed 1% of the Outstanding Principal Amount of all Mortgage Receivables or (ii) on the first Mandatory Redemption Date the Notes have not been redeemed in full, in which case the Reserve Account Required Amount will be euro 7,425,000.

To the extent that the balance standing to the credit of the Reserve Account on any Calculation Date exceeds the Reserve Account Required Amount, such excess shall be drawn from the Reserve Account on the immediately succeeding Quarterly Payment Date and shall form part of the Notes Interest Available Amount on that Quarterly Payment Date.

After all amounts of interest and principal due in respect of the Notes, except for principal in respect of the Subordinated Class D Notes, have been paid, any amount standing to the credit of the Reserve Account will be applied to redeem or partially redeem, as the case may be, the Subordinated Class D Notes.

Principal Deficiency Ledger

The Principal Deficiency Ledger will be established by or on behalf of the Issuer in order to record any losses on the Mortgage Receivables (a "Principal Deficiency"). Any Principal Deficiency shall be debited to the Principal Deficiency Ledger (such debit items being reccredited at item (i) of the Interest Priority of Payments) so long as the debit balance on such ledger is less than the Principal Amount Outstanding of the Notes.

Interest Rate Hedging

The Mortgage Loan Criteria (as defined under "Mortgage Receivables Purchase Agreement" below) require that all Mortgage Loans bear a fixed rate of interest, a rate which is subject to a reset from time to time. The interest rate payable by the Issuer with respect to the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes is a fixed rate of interest and after the first Mandatory Redemption Date calculated as a margin over Euribor. The Issuer will hedge its interest rate exposure by entering into the Swap Agreement.

Under the Swap Agreement, the Issuer will agree to pay on each Swap Payment Date (being the 15th day of each month or in case of a month in which a Quarterly Payment Date falls, such Quarterly Payment Date) the sum of

- (a) the scheduled interest on the Mortgage Receivables less, with respect to each Savings Mortgage Receivable, an amount calculated as follows: $R \times P / SMR$, whereby R= the interest received on such Savings Mortgage Receivable; P= Participation in such Savings Mortgage Receivable and SMR = the Outstanding Principal Amount of such Savings Mortgage Receivable; and

- (b) the interest accrued on the Transaction Accounts;
- (c) less an excess margin of 50 basis points applied to the relevant Principal Amount Outstanding of the Notes on the first day of the relevant Floating Interest Period or Fixed Interest Period, as the case may be (the “Excess Margin”); and
- (d) less the operating expenses set out in items (a) up to and including (c) of the Interest Priority of Payments payable during each Annual Calculation Period divided by twelve.

The Swap Counterparty will agree to pay amounts equal to the scheduled interest due under the Notes, and calculated by reference to the floating rate of interest or, as the case may be, to the fixed rate of interest applied to the Principal Amount Outstanding of the relevant Class of Notes on the first day of relevant Floating Interest Period or Fixed Interest Period, as the case may be.

If the sum of scheduled interest actually received and interest (including penalties) recovered on the Mortgage Receivables, less in case of a Savings Mortgage Receivable, the Participation, falls short of scheduled interest receivable on the Mortgage Receivables, less in case of a Savings Mortgage Receivable, the Participation, the payment obligation of the Issuer will be reduced with an amount equal to such shortfall. In such event the payment of the Swap Counterparty will be adjusted accordingly on a Euro for Euro basis. Such reduction could result in the Issuer not having sufficient funds available to meet its payment obligations in accordance with the priorities described above.

Pursuant to the Swap Agreement, if (i) the rating (if any) assigned to the unsecured, unsubordinated and unguaranteed debt obligations of the Swap Counterparty is set or, as the case may be, falls below P-1 by Moody's or F1 by Fitch or (ii) as long as the Swap Counterparty's unsecured, unsubordinated and unguaranteed debt obligations are not rated by Moody's and/or Fitch, Moody's and/or Fitch have notified the Issuer that Delta Lloyd continuing to act as the Swap Counterparty would result in a downgrade of the Notes, which notification in respect of Moody's could, *inter alia*, be the result of Moody's assigning a rating to the unsecured unsubordinated and unguaranteed debt obligations of CGNU plc, currently the indirect sole shareholder of Delta Lloyd, below P-1 (currently CGNU plc's short term rating by Moody's), the Swap Counterparty shall either (a) transfer and assign its rights and obligations under the Swap Agreement to a third party having a rating acceptable to Moody's and Fitch, or (b) enter into an agreement with a third party, having a rating acceptable to Moody's and Fitch, which party will guarantee the obligations of the Swap Counterparty under the Swap Agreement, or (c) put in place appropriate mark-to-market collateral arrangements which will be based on the 1995 ISDA Credit Support Annex (security interest) and which will relate to collateral in the form of cash or securities or both in support of its obligations under the Swap Agreement, provided that the ratings of the Notes are not adversely affected as a consequence thereof; or (d) find any other solution acceptable to Moody's and Fitch to avoid a downgrade of the Notes.

4. THE DUTCH RESIDENTIAL MORTGAGE MARKET

Market Evolution

The Dutch housing market is relatively stable compared to certain other European Union countries and has not experienced any drastic downturns like for example the United Kingdom. However, when comparing the Dutch housing market to other European Union countries, some differences are apparent. The Netherlands has a very low level of owner occupancy. Approximately 51 per cent. of all houses are occupied by their owners, compared to 42 per cent. in 1982. The average level of house ownership for all EU countries is 60 per cent. Table 1 below shows the growth of the total Dutch residential stock and the proportion of those that are owner occupied.

Table 1: Total dwelling stock and percentage owner occupied

<i>Year</i>	<i>Total Dwelling Stock</i>	<i>Percentage Owner Occupied %</i>
1948	2,094,800	28.0
1957	2,583,000	29.0
1964	3,072,000	34.0
1971	3,787,000	35.0
1976	3,906,000	41.0
1982	4,957,000	42.0
1985	5,289,317	42.7
1990	5,802,361	45.2
1994	6,118,000	48.0
1995	6,276,045	48.8
1996	6,357,569	49.5
1997	6,440,511	50.5
1998	6,522,362	50.8
1999	6,588,069	n.a.

Source: CBS/VROM/WBO.

After a housing recession during 1978-1982 house prices in The Netherlands have steadily increased. Table 2 depicts the yearly house price variations for the last 11 years. These percentages are derived from the Dutch Association of Real Estate Agencies (“Nederlandse Vereniging van Makelaars” “NVM”), which covers approximately 65 per cent. of property sales in The Netherlands.

Table 2: Evolution of House Prices

<i>Years</i>	<i>Annual Increases in Market Value</i>
1989	6.6%
1990	1.7%
1991	3.4%
1992	8.0%
1993	9.0%
1994	8.2%
1995	3.7%
1996	9.7%
1997	9.9%
1998	9.0%
1999	20.3%

Source: NVM.

Price movements stem from developments on both the demand and supply side of the market. In addition, the change in the average quality of the housing stock is also a factor for house price movements.

A proportion of residential mortgage loans have the benefit of a life insurance policy or a savings insurance policy, with the most common term of insurance being 30 years. The government encourages this method of redemption by exempting from tax the capital sum received under the policy, up to a certain amount (in 2000: NLG 272,000 for individuals and NLG 544,000 for married couples) plus annual indexation, provided the term of insurance is at least 20 years. In addition, the insurance policies are exempted from wealth tax.

The only European states allowing full deduction of mortgage interest payments for income tax are the Netherlands, Denmark and Greece. Some changes to the Dutch tax regime are due to be introduced on 1 January 2001. This will result in a number of adjustments to the current system in relation to mortgages. The most important of these are:

- mortgage interest will only be deductible for the first home;
- mortgage interest will only be deductible where there is a direct relationship between the loan and the home (improvement);
- mortgage interest will be deductible for a maximum of 30 years from 2001.

The combination of an attractive fiscal regime, generally long periods of fixed interest rates and attractive repayment arrangements lead to advances of up to 130 per cent. of the foreclosure value. In the Netherlands the foreclosure value equals approximately 85 per cent. of the market value.

Demand

Several factors have contributed to robust housing demand growth in the nineties.

1. The (expected) level of borrowing costs and the tightness of mortgage lending standards have been very decisive factors for housing demand. In the first half of 1999, Dutch mortgage rates dropped to historically low levels.
2. The trend in housing rents as compared to mortgage debt servicing costs is relevant. In the Netherlands, the rise in rents accelerated in the early nineties as a result of government policy directed at making the subsidised rental sector cost-effective. This has increased the attractiveness of owner-occupied properties.
3. A third relevant element has been the wealth effect. On the Dutch stock and housing markets alike, huge capital gains have been realised over the past couple of years. The greater sense of wealth – and the expectation of further capital gains – may have increased the propensity to buy houses.
4. Fourthly, demographic trends, such as the composition of households and population growth, have influenced the demand for housing. In the Netherlands, the number of single-person households has doubled in the past 25 years. Single households account for much of the steady rise in the number of households in this period.
5. Finally, the favourable economic climate has stimulated housing demand. Dutch GDP growth has been above trend over the past few years. The resulting rise in total disposable income and high consumer confidence levels have contributed to strong housing demand as well.

Supply

On the supply side, building costs – including labour and materials – and house and land prices are the main determinants. The more pronounced the rise in house prices is relative to the increase in building costs and land prices, the more profitable it will be for contracting firms to supply new housing units. In addition, demolition causes changes in the housing stock. Finally, the availability of land for housing development is highly important. In the Netherlands, the VINEX-memorandum – published by the Ministry for Housing, Spatial Planning and Environment – has been significant in determining the number of houses built and their location. Overall, total housing supply in the Netherlands has shown only a very moderate rise since the beginning of the nineties. Moreover, part of this new supply was allocated to the rental sector.

According to the Ministry for Housing, Spatial Planning and Environment and the Statistics Office (CBS), the housing shortage amounted to almost 100,000 units in 1998.

Market players

Residential mortgages are provided by commercial banks, insurance companies, building societies, pension funds, mortgage banks and other institutions. The market shares of the different originators are described below:

Evolution of Dutch Mortgage Market Shares

	1999	1998	1997	1996	1995
	<i>In Percentages of total volume</i>				
RABO bank	22.3	22.1	21.5	22	24.5
ABN AMRO	15.3	18.4	17	14.3	13.2
ING Bank/Postbank	15.4	17.1	20	19.7	16.7
Savings Banks	7.3	6.6	5.1	6	7.3
Total Banks	60.3	64.2	63.6	62	61.7
Nationale Nederlanden (ING)	2.3	3	2.9	2.8	2.9
Aegon	2.3	2.8	2.4	1.8	1.4
Other Insurance Companies	12.7	11	9.8	9.5	8.8
Total Insurance Companies	17.3	16.8	15.1	14.1	13.1
Building Societies	5.4	6.4	6.4	6.9	7.7
Pension Funds	2.3	2.5	2.9	3.1	3.4
Mortgage Banks	2	1.3	1.8	2.5	1.7
Miscellaneous	12.6	8.8	10.2	11.4	12.2
TOTAL*	100	100	100	100	100
Origination in EURO millions	75,521	57,342	46,759	36,425	25,800
Amount outstanding in EURO millions	254,000	221,000	193,000	167,000	146,000

*Differences due to rounding

Source: ABN AMRO Bank NV.

These institutions offer a large variety of mortgage types. The most common are annuity, linear, savings and life insurance/investment mortgages. During recent years savings mortgages and investment mortgages have become the most popular, capturing the majority of the new mortgages granted. In 1998 50 per cent. of all new mortgages were investment mortgages and 20 per cent. savings mortgages. Under both savings and life insurance/investment mortgages no principal is repaid during the term of the contract. Instead, in the case of a savings mortgage, the borrower makes payments on a regular basis to the lender and the insurance company consisting of interest on the mortgage, an insurance premium and a savings element. Upon maturity the loan is repaid with the money saved in the savings account, which is invested in the mortgage concerned. The net result is that a savings mortgage effectively equals an annuity mortgage. As the interest paid on the mortgage is tax deductible and the capital built up in the savings account is, under certain conditions, tax free, this product takes optimal advantage of the current tax system. In the case of an insurance mortgage the insurance company on behalf of the borrower invests the savings element of the monthly payment. Upon maturity the loan is repaid with the receipts from this investment, which is uncertain but is guaranteed by the insurance company for a certain minimum amount. In the case of an investment mortgage the savings element is not invested in ones own mortgage or by the insurance company but can be invested at discretion of the borrower in a variety of investment funds offered by the insurance company with a variety of risk/return profiles. Upon maturity the loan is repaid with the money invested and accumulated in the funds.

5. DELTA LLOYD NUTS OHRA

Introduction

Delta Lloyd Nuts Ohra N.V. (“DLNO”) is a leading financial services provider based in The Netherlands, where it operates through its main subsidiaries the intermediary company Delta Lloyd, including former health care insurer Nuts and the direct writer Ohra. Delta Lloyd’s history dates back to 1807 and can rely on a long-standing experience in financial services. The group currently employs over 6,200 staff.

As of 31 December 1999, CGNU PLC is the ultimate parent company of Delta Lloyd Nuts Ohra N.V..

Delta Lloyd Levensverzekering NV (“Delta Lloyd”, and Seller and Insurance Company) is a direct subsidiary of DLNO and received a counterparty credit and insurer financial strength interactive rating of AA by Standard & Poor’s as of 6 June 2000.

DLNO’s articles of association were last amended by notarial deed on 22 December 1999. DLNO has its registered office in Amsterdam and is registered in the Amsterdam Trade Register under number 3312146.

Delta Lloyd’s articles of association were last amended by notarial deed on 23 December 1987. Delta Lloyd has its registered office in Amsterdam and is registered in the Amsterdam Trade Register under number 33001488.

Organisation

The new DLNO organisation, effective from 1 April 2000, has opted for a distinctive divisional structure. The Executive Board is to concentrate on the strategic plans of the overall organisation and the separate divisions.

An **intermediary division**, including the insurance activities of Delta Lloyd Life (“Delta Lloyd Levensverzekering N.V.”), Delta Lloyd General Insurance and Nuts, operating exclusively with intermediaries.

A **direct division**, including the insurance activities of Ohra (Life, General Insurance and Health) and Nationaal Spaarfonds, products being offered to consumers directly.

A **banking division** including Delta Lloyd Bank, Ohra Bank, Delta Lloyd Securities, and Bankunie.

An **asset management division**, including Delta Lloyd Asset Management and Ohra Investments.

A **property division**, consisting of the Delta Lloyd real estate activities.

A **German division**, comprising Berlinische Leben and Griess & Heissel.

A **Belgian division**, including the Belgian insurance activities.

The **division Netherlands Antilles**, represented by insurer Ennia Caribe.

Group strategy

Delta Lloyd Nuts Ohra N.V.

The activities of DLNO focus on integral services in the field of risk protection, income security and asset accumulation. Being a customer and service oriented financial services provider, DLNO wants to offer every possible financial solution (all finance) through the distribution channel chosen by the customer (“multi-channel” approach).

In setting its strategy the group anticipates developments such as the Dutch government providing gradually less support for individuals (for instance in the field of health insurance and pensions). Another development is that consumers opt for standard products based on price/quality on the one hand and at the other hand for advice-sensitive long term flexible products taking into account the client’s overall long term finance needs, i.e. products that fit the client’s age and life cycle. Hence, the group’s products are ranging from simple savings products to tailor-made integral financial solutions.

DLNO will develop and intensify its strategic market approach through existing indirect (through intermediaries or insurance brokers) and direct distribution channels, while Delta Lloyd and Ohra can boast their strong brand awareness. The position of the group in Northwest Europe will be consolidated and expanded, with a strong focus on the banking and asset-management activities.

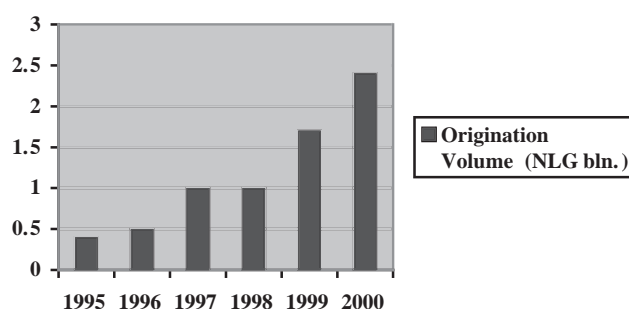
The group’s long-term financial targets are an increase of premium income and profits of 15 per cent. p.a. and a minimum ROE of 13 per cent. p.a.

Mortgages Origination

DLNO's share of the insurance-originated Dutch mortgage market is now 8 per cent., up from 5 per cent. last year. DLNO's target is 10 per cent. of insurance market (i.e. excluding mortgages originated by banks, their subsidiaries and pensionfunds). Origination volume was NLG 1.7 bln. in 1999, and NLG 1.0 bln. each in 1998 and 1997. The target for the year 2000 is NLG 2.5 bln., and thereafter NLG 3-4 bln. DLNO's origination volume grew 36 per cent. last year, primarily due to an increased ability to process larger volume through Stater and a particular focus on product innovation.

With 8 per cent. market share of mortgages originated by insurance companies in 1999, DLNO is the number 4 originator in Holland. If one includes the total origination of mortgages (i.e. including those of the banks), DLNO's market share of originated mortgages was 1.2 per cent. in 1999.

Origination Volume in NLG bln:



The above graph includes originations of all DLNO group companies including Delta Lloyd. The latter accounts for approximately 90 per cent. of total volume.

Delta Lloyd Levensverzekering N.V.

Set out below is a summary of the financial results of Delta Lloyd for the past five years ending 31 December:

	1999	1998	1997	1996	1995
			(Million EUR)		
Revenue	2,302	2,000	1,802	1,586	1,486
– Gross premium income	1,165	1,074	954	804	723
– Investment income	1,123	926	848	782	763
Result before taxation	233	213	164	163	137
Shareholders' funds	1,602	1,286	1,221	799	676

Delta Lloyd Bank N.V.

The core activities of Delta Lloyd Bank consist of professional securities sales, private banking, and financial services on behalf of the Delta Lloyd insurance group.

Set out below are the main financials of Delta Lloyd Bank N.V.:

	1999	1998	1997	1996	1995
			(Million EUR)		
Net Profit	7.0	6.6	8.6	4.3	2.6
Balance sheet total	1,052.0	730.0	599.7	495.7	342.3
BIS ratio	19.6	14	17.7	23.2	16.5

Delta Lloyd Nuts Ohra N.V.

For the fiscal year ended 31 December 1999, the group was the 4th largest overall Dutch insurer with a total premium income of EUR 2,659 million. The group is the 5th biggest life insurer, the 2nd biggest direct writer and a major asset manager in The Netherlands.

For the fiscal year ended 31 December 1999, DLNO reported a net profit of EUR 240 million.

Set out below is a summary of the financial results of the DLNO for the past five fiscal years ending 31 December together with other financial information.

Year ended 31 December

	1995	1996	1997	1,998	1999
	<i>(Million EUR)</i>				
Gross premium income Life	821	909	1,067	1,705	1,941
Gross premium income General Insurance	473	492	490	529	579
Gross premium income Health Care	—	—	—	—	139
Total premium income	1,294	1,401	1,557	2,234	2,659
Other	8	11	13	28	39
Investment income	903	938	1,067	1,425	1,842
Total revenue	2,205	2,350	2,637	3,687	4,540
Total result before taxation	181	223	283	281	292
Result after taxation	134	149	209	220	240
Group capital	1,345	1,686	1,994	1,779	2,360
Balance sheet total	13,231	14,285	15,752	21,262	28,753
Dividend per ordinary share (in EUR)	20.30	22.57	30.44	30.83	29.46
Profit per ordinary share (in EUR)	40.50	45.10	64.12	68.02	71.56
Number of staff on a full time basis	2,281	2,284	2,319	3,452	5,636

For more details, see the annual report.

Supervisory Board DLNO

J.A.N. van Dijk, Chairman
V.A.M. van der Burg, deputy Chairman
C.P.J. Appeldoorn
H.C. Broeksma
J.M.H. van Engelshoven
R.H.P.W. Kottman
J. Oskam
R. Harvey
A.B. Wyand

Executive Board DLNO

J.E. Jansen, Chairman
N.W. Hoek
C.H. Tesselhoff
A.A. Kullberg, substitute member
S.M. Slottko, substitute member

6. DESCRIPTION OF MORTGAGE LOANS

The Mortgage Receivables to be sold and assigned to the Issuer on the Closing Date are any and all rights (whether actual or contingent) of Delta Lloyd or, as the case may be, the Sellers against any Borrower under or in connection with any Mortgage Loans selected by agreement between the Sellers and the Issuer. On a quarterly basis the Issuer shall purchase and accept the assignment of Substitute Mortgage Receivables from Delta Lloyd or, as the case may be, the Sellers provided certain conditions are met (see further “Mortgage Receivables Purchase Agreement” below).

The Mortgage Loans are loans secured by a mortgage right, evidenced by notarial mortgage deeds (‘notariële akten van hypotheekstelling’) entered into by Delta Lloyd or, as the case may be, the Sellers and the relevant Borrowers. The Mortgage Receivables sold to the Issuer which were originated by the Sellers prior to 1 March 1999 will be secured by mortgage rights which secure the initial Mortgage Loan and all other amounts which the Borrower may be or become due to Delta Lloyd or, as the case may be, the Sellers up to the amount of his repayments or prepayments on the initial Mortgage Loan. The Mortgage Receivables sold to the Issuer which were originated following 1 March 1999 will be secured by mortgage rights which secure not only the initial Mortgage Loan but also any amounts which the Borrower may be or become due to Delta Lloyd or, as the case may be, the Sellers under further loans and/or credits up to a maximum level. See “Mortgage Rights” above.

The Mortgage Loans have been selected according to the criteria list set forth in the Mortgage Receivables Purchase Agreement and are selected in accordance with such agreement, on or before the Closing Date (see ‘Mortgage Receivables Purchase Agreement’). All of the Mortgage Loans were originated by the Sellers between 1992 and 2000. The interest rate on each Mortgage Loan has been fixed for an initial time period as of the date of the origination of the relevant Mortgage Loan. After this initial period, the interest for the next interest period will be determined by the Borrower in accordance with alternatives made available to the Borrower by the Sellers.

For a description of the representations and warranties given by the Sellers reference is made to the section ‘Mortgage Receivables Purchase Agreement’ below.

Mortgage Types

Interest Only Mortgages (“Aflossingsvrije Hypotheek”)

These mortgages do not amortise principal and provide for a bullet payment at the end, mostly when the house is eventually sold. The Borrowers pay only interest. Due to the higher risk of bullet principal repayment, these mortgages have a maximum loan-to-foreclosure value of 75 per cent.

Borrowers often take one mortgage deed for a loan consisting of a combination of product types. A common combination is for instance an interest-only mortgage for the first 75 per cent. LTV with a savings mortgage for the remainder.

Savings Mortgages (“Hypotheek Totaal Plan spaarhypotheek”)

This type of mortgage combines a loan with a capital/life insurance. The payout at the end of the contract (or at the death of the borrower) always corresponds exactly to the amount of the mortgage loan. The constant monthly payments consist of interest on the principal (“rentevergoeding”) and a savings/risk premium for the capital/life insurance (“spaar/ risico-premie”). If the rates have gone up at the end of the chosen fixed-rate period, the interest charge on the loan will increase but the savings on the life insurance will decrease and vice versa. The reinvestment rate on accumulated mortgage principal is guaranteed at the mortgage rate.

Unit Linked Mortgage (“Meerkeuze plan”)

This is a loan on which no principal repayment is made during the life of the contract. Next to this loan, the borrower signs a life insurance policy providing for an amount if the beneficiary is still alive at the end of the policy or if the beneficiary dies before the end of the policy. The final payout will be determined by the return obtained on the listed funds chosen by the borrower and the return obtained on the amounts invested in Delta Lloyd investment funds. (Delta Lloyd Rente Fonds, Delta Lloyd Mix Fonds, Delta Lloyd Deposito Fonds Delta Lloyd Investment Fund, Delta Lloyd Top 20 Nederland, MeerWaarde Beleggingsfonds) The final payout will therefore not necessarily be equal to the outstanding balance on the loan.

Universal Life Mortgage (“Delta Life Hypotheek”)

This is a loan on which no principal repayment is made, together with a very flexible life insurance policy, effectively an improvement of the Unit Linked policy. This is the most popular amongst the DLNO product range. The monthly premiums on the insurance policy are being invested in listed Delta Lloyd investment funds. (Delta Lloyd Rente Fonds, Delta Lloyd Mix Fonds, Delta Lloyd Deposito Fonds Delta Lloyd Investment Fund, Delta Lloyd Top 20 Nederland, MeerWaarde Beleggingsfonds). The final payout will be determined by the return obtained on the funds chosen by the borrower and the return obtained on the amounts invested in Delta Lloyd investment funds. The final payout will therefore not necessarily be equal to the outstanding balance on the loan.

The numerical information set out below relates to a provisional pool of mortgage loans (the ‘Provisional Pool’) which were selected per 30 September 2000. On the Closing Date a final portfolio will be selected only from those mortgage loans contained in the Provisional Pool. Therefore, the information set out below in relation to the Provisional Pool may not necessarily correspond to that of the Mortgage Loans actually sold at the Closing Date.

Summary

Outstanding Principal Balance	560,576,114
Average Balance by Borrower	105,868.95
Maximum Loan Value	680,890
Number of Loans	8,676
Number of Borrowers	5,295
WALTFV*	75.22%
WALTFV not Guaranteed**	91.69%
% Loans Guaranteed	17.96%
WALTMV***	65.81%
WA Seasoning	37

* WALTFV : Weighted Average Loan to Foreclosure Value; Guaranteed Loans have zero weighting (Current Balance and Original Foreclosure Value)

** Weighted Average Loan to Foreclosure Value: Non-Guaranteed Loans only (Current Balance and Original Foreclosure Value)

*** Weighted Average Loan To Market Value: Typically the Market Value is 85 per cent. – 90 per cent. of the Foreclosure Value, for the calculation 87.5 per cent. has been used. Guaranteed Loans have zero weighting (Current Balance and Original Market Value)

Remaining Term

<i>Remaining Term</i>	<i>Number of loans</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>
0 – 59	56	1,918,921	0.34%	5.83	38
60 – 119	129	5,363,074	0.95%	6.45	99
120 – 179	508	28,983,329	5.17	7.04	159
180 – 239	1,092	68,874,515	12.46%	6.75	213
240 – 299	1,951	130,902,116	23.35%	6.78	277
300 – 359	4,621	306,316,051	54.64%	6.78	335
360 – 419	95	6,330,552	1.13%	6.25	369
420 – 479	45	2,159,664	0.39%	5.79	459
480 – 539	16	672,147	0.12%	6.18	522
540 – 599	163	8,055,744	1.44%	5.69	575
Total	8,676	560,576,114	100.00%	6.21	299

Amortisation Type

<i>Amortisation Type</i>	<i>Number of loans</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>
Interest only	3,418	164,648,984	29.37%	5.80	332.58
Savings/Life	3,078	209,297,850	37.34%	6.98	288.40
Unit Linked	1,388	111,849,599	19.95%	5.83	291.65
Universal Life	792	74,779,679	13.34%	5.55	319.04
Total	8,676	560,576,114	100.00%	6.21	299

Interest Rate

<i>Interest Rate</i>	<i>Number of loans</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>
3.50 – 3.99	2	85,529	0.02%	3.88	342
4.00 – 4.49	17	1,059,656	0.19%	4.37	309
4.50 – 4.99	697	42,245,915	7.54%	4.83	315
5.00 – 5.49	2,114	134,817,985	24.05%	5.24	317
5.50 – 5.99	1,431	95,199,402	16.98%	5.68	316
6.00 – 6.49	1,216	75,668,263	13.50%	6.21	323
6.50 – 6.99	1,044	68,770,717	12.27%	6.64	298
7.00 – 7.49	688	48,014,393	8.57%	7.20	262
7.50 – 7.99	913	57,266,796	10.22%	7.68	257
8.00 – 8.49	382	25,199,996	4.50%	8.14	245
8.50 – 8.99	105	7,281,850	1.30%	8.66	217
9.00 – 9.49	63	4,587,344	0.82%	9.21	199
9.50 – 9.99	4	378,269	0.07%	9.78	189
Total	8,676	560,576,114	100.00%	6.21	299

Current Balance per Borrower

<i>Current Balance EUR</i>	<i>Number of loan parts</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>
0 – 24,999	90	1,685,040	0.30%	6.33	249
25,000 – 49,999	551	19,334,849	3.45%	6.55	263
50,000 – 74,999	1,481	69,654,875	12.43%	6.52	285
75,000 – 99,999	1,920	104,291,156	18.60%	6.31	293
100,000 – 124,999	1,740	109,041,195	19.45%	6.17	301
125,000 – 149,999	1,241	89,572,104	15.98%	6.08	306
150,000 – 174,999	634	52,114,061	9.30%	6.13	310
175,000 – 199,999	367	34,252,231	6.11%	6.05	312
200,000 – 224,999	188	18,894,861	3.37%	6.29	299
225,000 – 249,999	155	18,103,429	3.23%	5.78	294
250,000 – 274,999	107	12,440,042	2.22%	6.32	291
275,000 – 299,999	52	6,900,486	1.23%	6.14	301
300,000 – 324,999	49	6,271,813	1.12%	5.77	318
325,000 – 349,999	37	5,392,034	0.96%	6.04	318
350,000 – 374,999	11	1,826,578	0.33%	5.90	298
375,000 – 399,999	9	1,951,884	0.35%	5.85	316
400,000 – 499,999	27	4,162,192	0.74%	6.16	338
500,000 – 599,999	10	2,107,732	0.38%	5.66	285
600,000 – 699,999	7	2,579,563	0.46%	5.92	323
Total	8,676	560,576,114	100.00%	6.21	299

Loan to Foreclosure Value

<i>Guaranteed</i>	<i>LTV</i>	<i>Number of loans</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>	<i>WA Current LT</i>
N		7,084	459,882,073	82.04%	6.25	294	91.69
	0 – 9	7	83,484	0.01%	5.76	231	5.92
	10 – 19	43	1,194,748	0.21%	6.22	286	16.37
	20 – 29	83	3,312,913	0.59%	6.05	275	26.33
	30 – 39	157	7,375,018	1.32%	6.15	288	35.85
	40 – 49	351	17,656,487	3.15%	6.10	278	45.18
	50 – 59	503	29,387,316	5.24%	6.15	290	55.26
	60 – 69	614	36,041,599	6.43%	6.15	294	64.73
	70 – 79	892	55,226,982	9.85%	6.16	293	75.07
	80 – 89	1,213	73,311,944	13.08%	6.15	288	86.23
	90 – 99	606	38,170,648	6.81%	6.38	288	94.49
	100 – 109	760	52,718,074	9.40%	6.42	295	105.13
	110 – 119	848	62,710,715	11.19%	6.37	299	115.13
	120 – 129	1,007	82,692,145	14.75%	6.25	305	123.37
Y		1,592	100,694,041	17.85%	6.05	321	84.55
	0 – 9	368	23,457,949	4.18%	6.94	292	—
	10 – 19	1	29,505	0.01%	6.30	360	19.40
	20 – 29	1	24,966	0.00%	6.10	225	26.44
	30 – 39	5	172,908	0.03%	5.99	308	35.52
	40 – 49	14	653,556	0.12%	6.34	321	43.82
	50 – 59	17	890,848	0.16%	5.07	322	54.32
	60 – 69	29	1,470,375	0.28%	6.14	303	64.99
	70 – 79	51	2,590,723	0.46%	6.24	303	74.72
	80 – 89	77	4,393,974	0.78%	6.09	314	85.39
	90 – 99	98	5,380,878	0.96%	5.95	316	95.24
	100 – 109	157	9,900,276	1.77%	5.96	325	105.20
	110 – 119	305	19,738,499	3.52%	5.76	332	115.82
	120 – 129	469	31,959,634	5.71%	5.59	339	122.69
Total		8,676	560,576,114	100.00%	6.21	299	90.40

Issue Date

<i>Issue Date</i>	<i>Number of loans</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>
1992	176	12,388,657	2.21%	7.79	209
1993	589	39,196,340	6.99%	7.61	241
1994	950	60,021,344	10.71%	7.38	253
1995	430	30,918,822	5.52%	7.18	267
1996	550	35,306,274	6.30%	6.76	279
1997	1,336	66,274,830	15.39%	5.93	302
1998	1,193	74,357,821	13.26%	5.50	316
1999	2,191	137,461,226	24.52%	5.40	3247
2000	1,261	84,650,798	15.10%	6.16	331
Total	8,676	560,576,114	100.00%	6.21	299

Region

<i>Province</i>	<i>Number of loans</i>	<i>Outstanding Balance EUR</i>	<i>Outstanding Balance % of total</i>	<i>WA Gross Coupon (%)</i>	<i>WAM (months)</i>	<i>WA Current LT</i>
Drenthe	52	3,116,143	0.56%	7.15	280	89.12
Flevoland	180	12,425,238	2.22%	5.98	313	99.41
Friesland	106	6,071,812	1.08%	6.40	293	79.52
Gelderland	1,093	64,517,783	11.51%	6.28	297	87.74
Groningen	357	18,113,480	3.23%	5.00	306	88.42
Limburg	321	20,004,509	3.57%	6.74	282	90.44
Noord-Brabant	1,632	104,608,790	18.663%	6.38	288	89.54
Noord-Holland	1,252	83,145,866	14.83%	6.31	296	83.97
Overijssel	629	38,957,840	6.95%	5.78	318	91.57
Utrecht	901	66,946,059	12.30%	5.91	309	92.25
Zeeland	271	16,530,472	2.95%	6.75	281	84.81
Zuid-Holland	1,872	124,137,121	22.14%	6.13	302	96.13
Total	8,676	560,576,114	100.00%	6.21	299	90.40

7. MUNICIPALITY/NHG GUARANTEE PROGRAMME

Municipality Guarantee

In 1960, the Netherlands government introduced the ‘municipal government participation’, an open ended scheme in which the municipalities guaranteed, according to a set of defined criteria, residential mortgage loans made by authorized lenders to eligible borrowers to purchase a primary family residence (each a “Municipality Guarantee”). The municipalities and the State shared the risk on a 50/50 basis. If a municipality was unable to meet its obligations under the Municipality Guarantee, the State would make an interest free loan to cover its obligations. The aim was to promote house ownership among the lower income groups. The Municipality Guarantee covers the outstanding principal, accrued unpaid interest and disposal cost. To the extent that the mortgage loan is partially redeemed either through scheduled payments or prepayments, the Guarantee is reduced accordingly. Further advances made under the mortgage loan are not covered by the Municipality Guarantee to the extent that the outstanding amount of the mortgage loan is greater than the original amount less scheduled repayments.

NHG Guarantee

Since 1 January 1995 a central, privatised entity ‘Stichting Waarborgfonds Eigen Woningen’ (‘WEW’) is responsible for the administration and granting of the Nationale Hypotheek Garantie (‘NHG Guarantee’), under a set of uniform rules. The NHG Guarantee covers the outstanding principal, accrued unpaid interest and disposal costs. To the extent that the mortgage loan is partially redeemed either through scheduled repayments or prepayments, the NHG Guarantee is reduced accordingly. In addition, irrespective of scheduled repayments or prepayments made on the mortgage loans, the NHG Guarantee is reduced on a monthly basis with an amount which equals the amount of monthly repayments plus interest as if the mortgage loan were to be repaid on a thirty year annuity basis. Further advances or redrawings of prepaid amounts made under the mortgage loan are not covered by the NHG Guarantee to the extent that the outstanding amount of the mortgage loan is greater than the original amount less scheduled principal payments. Also, amounts paid as savings or investment premium under savings insurance policies or life insurance policies, respectively, are deducted from the amount outstanding on such loans for purposes of the calculation of the amount guaranteed under the NHG.

Transition from Municipality to NHG Guarantee

The Dutch State has effectively transferred its reimbursement obligations with respect to Municipality Guarantees to the WEW. The majority of the participating municipalities transferred their obligations under guarantees issued pursuant to the previous State terms and conditions to the WEW. The remaining municipalities retained them and continue to benefit from the previous risk-sharing arrangements with the State.

The transfer of obligations by the State and the participating municipalities to the WEW is set forth, respectively, in a ‘buy-off’ agreement (‘afkoopovereenkomst’) dated 8 December 1994 between the State and the WEW and in standard buy-off agreements entered into between each participating municipality and the WEW. The buy-off agreements basically provide for the WEW to assume all payment obligations of the State and the participating municipalities under guarantees issued (but not enforced) prior to 1 January 1995, against payment by the State and the participating municipalities of an up-front lump sum (and, if necessary, additional payments) to the WEW.

Financing of the WEW

The WEW finances itself, *inter alia*, by a one-off charge to the borrower of 0.32 per cent. of the mortgage loan. Besides this, the NHG scheme provides for liquidity support to the WEW from the State of the Netherlands and the participating municipalities. Should the WEW not be able to meet its obligations under guarantees issued, the State will provide subordinated interest free loans to the WEW of up to 50 per cent. of the difference between the WEW’s own funds and a pre-determined average loss level. Municipalities participating in the NHG Scheme will fund to the WEW, by means of subordinated interest free loans, the other 50 per cent. of the difference. Both the keep well agreement between the State and the WEW and the keep well agreements between the municipalities and the WEW contain general ‘keep well’ undertakings of the State and the municipalities to enable the WEW at all times (including in the event of bankruptcy, moratorium of payments or liquidation of the WEW) to meet its obligations under guarantees issued.

Terms and Conditions

Municipality Guarantees

The State established the terms and conditions for the Municipality Guarantees. These terms and conditions have been amended from time to time over the years. As of October 1992, to qualify for a Municipality Guarantee under the relevant State terms and conditions, inter alia, the following conditions had to be met: (1) a municipality guarantee must be applied for before the purchase of a property; (2) the applicant for whose benefit the guarantee is given must be the owner-occupier; (3) the purchase price (as defined in the relevant terms and conditions) must not exceed NLG 250,000; (4) the relevant loan granted for the purchase of the property must have a minimum maturity of five years and a maximum maturity of 30 years; (5) repayments have to be on a monthly basis and can be 'annuity' or 'linear'; (6) the relevant mortgage loan must be secured by a first priority mortgage right securing only the mortgage loan on the mortgaged property, in favour of the lender; (7) the guarantee covers the lender's claims under the mortgage loan as of the date of sale of the Mortgaged Property by the lender enforcing the mortgage; (8) if the mortgage right is combined with a life insurance policy, the rights under the policy must be pledged to the lender; (9) the lender must ensure that the property is adequately insured (by the borrower) against fire damage during the term of the loan. In addition, once the guarantee has been issued, the lender has certain ongoing obligations under the Municipality Guarantee vis-à-vis the municipality; (1) without the consent of the municipality the lender shall not agree to a suspension of payment under the loan; (2) the lender must inform the municipality on a yearly basis as to the amount outstanding under the loan; (3) if and when the borrower is in default of the borrower under the loan, the lender must inform the municipality accordingly; (4) if the default of the borrower under the loan is continuing, the lender may not sell the mortgaged property, except with the consent of the municipality; (5) the lender may not claim under the guarantee, unless the mortgage has been enforced and the property has been sold.

NHG Guarantee

Under the NHG scheme, the lender is responsible for ensuring that the guarantee application meets the NHG terms and conditions. If the application qualifies, various reports are produced that are used in the processing of the application, including the form that will eventually be signed by the relevant Seller and forwarded to the NHG to register the mortgage and establish the guarantee.

The specific terms and conditions for the granting of NHG Guarantees, such as eligible income, purchasing or building costs etc, are set forth in published documents.

The NHG has specific rules for the level of credit risk that will be accepted. The credit worthiness of the applicant must be verified with the Bureau Krediet Registratie (BKR), a central credit agency used by all financial institutions in the Netherlands, which registers the current and recent (for the previous five years) credit record (if any) of borrowers in the Netherlands.

To qualify for a NHG Guarantee various conditions relating to valuation of the property must be met. In addition, the mortgage loan must be secured by a first priority mortgage right and the borrower is required to take out insurance in respect of the mortgaged property against risk of fire, flood and other accidental damage for the full restitution value thereof. The borrower is also required to take out life insurance, the rights under the policy being pledged to the lender, for the term of the loan if the loan is more than 50 per cent. of the free market value of the property. The mortgage conditions should include certain provisions, among which the provision that any proceeds of foreclosure on the mortgage right and the right of pledge shall be applied firstly towards repayment of the loan guaranteed under the NHG.

The NHG guarantee can be issued up to a maximum of EUR 190,000 (as of 1 January 2000).

Claiming under the Municipality Guarantee

The claim must be made under the same conditions as for the NHG claim (see below). There are three possibilities for claiming payment for a defaulted mortgage loan covered by a Municipality Guarantee: (1) the municipality has joined the NHG arrangement and has transferred its obligations to the NHG, (2) as for (1) but the municipality has retained its old obligations, or (3) the municipality has not joined the NHG arrangement:

- (1) The claim is made to the municipality that issued the guarantee, which checks the validity of the claim and forwards it to the WEW which makes the payment to the lender;
- (2) the claim is made to the issuing municipality which checks the claim and makes the payment to the lender (NHG will reimburse the municipality for 50% of the claim);
- (3) the claim is made to the issuing municipality which checks the claim and makes the payments to the lender.

In all cases the full file of relevant information must be submitted with the claim within the required time. Payment should be made within two months. If not, interest is payable for the delayed payment period.

In its letter dated 26 October 2000, the WEW has confirmed that the starting point for its policies is that each Financial Institution with which it has a guarantee arrangement acts in good faith (*te goeder trouw*) and that breaches of the terms and conditions (the '*Voorwaarden en Normen*'), which do not have a material influence on the occurrence and the size of the loss, lead to payment under the claims. The WEW also confirmed that if a Financial Institution should transfer to a third party its rights under mortgage loans which have the benefit of a Guarantee and which are registered with the WEW in accordance with the provisions of the *Voorwaarden* and the *Normen*, pursuant to a sale by that Financial Institution of a mortgage loan portfolio to which the mortgage loans in question belong or in connection with a financial transaction, such third party transferee will become the beneficiary of the Guarantee as provided for in Article 6:142 sub-section 1 of the Dutch Civil Code.

Claiming under the NHG Guarantees

When the borrower is in arrears with payments under the mortgage loan for a period of 7 monthly instalments, the WEW may approach the lender and/or the borrower to attempt to solve the problem and make the borrower aware of the consequences. If an agreement cannot be reached, the WEW reviews the situation with the lender to endeavor to generate the highest possible proceeds from the property. The situation is reviewed to see whether a private sale of the property, rather than a public auction, would generate proceeds sufficient to cover the outstanding loan. Permission of the WEW is required in case of a private sale.

Within two months of the private or forced sale of the property, the lender must make a formal request to the WEW for payment, using standard forms, which request must include all of the necessary documents relating to the original loan and the NHG Guarantee. After receipt of the claim and all the supporting details, NHG must make payment within two months. If the payment is late, provided the request is valid, NHG must pay interest for the late payment period.

In the event that a borrower fails to meet its obligation to repay the mortgage loan and no or no full payment is made to the lender under the NHG Guarantee by the WEW because of the lender's culpable negligence, the lender must act *vis à vis* the borrower as if the WEW were still guaranteeing the repayment of the Mortgage Loan during the remainder of the term of the Mortgage Loan. In addition, the lender is not entitled to recover any amounts due under the mortgage loan from the borrower in such case. This is only different if the borrower did not act in good faith with respect to his inability to repay the mortgage loan and has failed to render his full cooperation in trying to have the mortgage loan repaid to the lender to the extent possible.

8. MORTGAGE LOAN UNDERWRITING AND SERVICING

Introduction

The Mortgage Loans are originated by Delta Lloyd. Mortgages are distributed through the channel of intermediaries only such as insurance brokers, banks, real estate agents and chains.

DLNO has entered into a servicing agreement with a leading mortgage service provider, STATER B.V. (Stater), a subsidiary of ABN AMRO Bouwfonds Nederlandse Gemeente N.V. established on 1 January 1997 and devoted to providing origination, servicing, and foreclosure systems and capabilities for owners of residential mortgage loan portfolios. Stater provides the origination systems and it services DLNO's residential mortgage loan portfolio.

DLNO's mortgage activities comprise all commercial activities leading to the grant of mortgage loans and the technical administrative control of the portfolio. Activities relating to mortgages, consisting of the collection of interest payments, standard accounting routines and initiation of the procedure for managing arrears are undertaken by Stater.

Origination

Stater provides an origination system, including automated underwriting, incorporating the specific Delta Lloyd rules for the underwriting process. Stater then services the mortgage and handles administrative contact with the borrower and provides high-quality financial and portfolio performance reports and information. The process is paperless and is conducted on a computer system developed by Stater specifically to allow underwriting rules and controls to be encoded in an automated underwriting system, control the servicing function and provide high-quality performance information.

Direct contact with clients, however, is exclusively maintained by Delta Lloyd.

New mortgage loans are accepted on the basis of a fixed underwriting protocol. The application is sent to DLNO by mail, fax or HDN ("Hypotheken Data Netwerk"). The DLNO underwriter then enters the application data in the SHS ("Stater Hypotheek Systeem") system, which inputs the conditions and assesses the application automatically, including a credit check with BKR ("Bureau Krediet Registratie"). If the system approves, then a conditional offer is sent out, subject to verification of the application input such as salary, employment and property details.

Description of the Origination department

The principal items in the underwriting protocol are:

(a) Maximum amounts

If the loan is guaranteed by the NHG, the maximum amount of the mortgage loan which will be granted is NLG 420,000 for the year 2000. Higher amounts are only possible without NHG and to be approved by the relevant credit approving authorities within Delta Lloyd. The minimum amount at Delta Lloyd is EUR 11,344 (NLG 25,000).

(b) Creditworthiness and Debt-to-income ratio ("Woonquote")

The process of verifying the creditworthiness is set up to determine whether the prospective borrower has sufficient monthly income available to meet his payments on the requested mortgage loan as well as to support other financial obligations and monthly living expenses. A check on the income is conducted by requesting a recent employer's declaration. In general, the gross debt service-to-gross income ratio increases with the Borrower's income with the percentage ranging between 31 per cent. for a salary up to NLG 70,000 and 39 per cent. with a salary above NLG 150,000.

(c) Collateral

With each application, the potential borrower has to send an original appraisal called valuation report ("taxatie rapport"), which is drawn up by a sworn-in appraiser called "taxateur" or an assessment by the Netherlands tax authorities on the basis of the Act on Valuation of Real Property ("Wet Waardering Onroerende Zaken"). The latter is only allowed if the LTV is below 60 per cent. on the basis of such assessment. For new builds no valuation is required if the property is built by professional builders, unless the Relevant Mortgage Loan to be granted exceeds 107 per cent. of the purchase and construction costs of the property involved.

(d) Foreclosure Value

The appraised Foreclosure Value (“Executiewaarde”) is approximately 85 per cent. of the market value (“vrije verkoopwaarde”) at the time of loan origination. Mortgage loans are granted up to a maximum of 125 per cent. of the foreclosure value (only mortgages up to 125 per cent. of the foreclosure value are included in the portfolio).

(e) Other underwriting conditions

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

Servicing

Servicing – Payment collections

At origination, the borrower always agrees with DLNO that monthly payments will be automatically withdrawn from his bank account by direct debit. Some 96 per cent. of all Delta Lloyd’s loans pay this way. Some pay by money transfer or checks. Direct debit will not be successful if the balance of the borrowers’ account is not sufficient to cover the full amount of the scheduled monthly payment. If the balance is insufficient for the full drawing on the payment date, then, depending on the borrower’s bank, there will be a few more attempts to withdraw the full amount of the scheduled payment.

Payments are due on the first day of each month (“vervaldag”). The direct debit has to take place at the latest one day before the last business day of the previous month but, because the borrower has the contractual obligation to make sure that the lender is receiving his payment on time, Stater will usually withdraw the due amount a few days before that in order to make sure that the funds are in the lenders possession on the 1st.

Stater, on behalf of DLNO, draws the monthly payments from the borrower’s bank account and is obliged to transfer these payments directly onto DLNO’s accounts. The servicing system automatically collects the payments, and the related information is monitored daily by personnel in the debtors management department of Stater.

Servicing – Arrears Management

At the end of each month, the system detects and keeps track of arrears. Reminder letters are automatically generated by the system and sent out to the borrower. If the borrower misses a payment, a “letter of arrears” is automatically sent during the 2nd to 3rd week in the month following the missing payment date. The arrears on the reminder letter are as up-to-date as possible. A reminder letter is drawn up for each loan. The letter also includes a specification of the penalty interest charged. If the borrower has not been placed on the “active treatment list” (see below) each following month a new letter will be sent in which the wording and contents become increasingly more severe. The fourth and last reminder letter notifies the borrower that measures for collection will be taken including the call of the loan if the arrears are not paid immediately.

Depending on the amount of arrears, a borrower will be given an active treatment status or not: the borrower will only be placed on this list if the total amount of arrears after two missing payments is greater or equal to NLG 2,000. A borrower with three months of arrears receives active treatment if the total amount is greater or equal to NLG 1,000. And finally, every other borrower with arrears for more than four months is placed on this list.

Servicing – Default Management

The loans with active treatment status are handed over by Stater’s debtors management department to the special servicing team (“Team Bijzonder Beheer”) at Delta Lloyd. The members of this team have an average of 15 years’ experience in the mortgage business and it currently employs [8] people. In other words, Delta Lloyd performs the servicing with respect to defaulted loans that require direct contact with the relevant Borrowers. Delta Lloyd will assess whether a solution to the payment problem can be reached. This can range from rescheduling the arrears to a voluntary sale of the property by the borrower.

If no solution can be found, the foreclosure process will start.

From decision to foreclose to actually foreclosure and receive the foreclosure proceeds has generally not taken more than 3 – 4 months. In total the process from first arrears to receiving foreclosure proceeds may take up to 10 months. For loans with a high LTV Delta Lloyd uses a shorter time frame. Delta Lloyd continues to exert pressure on the Borrower for any losses that remain after foreclosure, ensuring that all obligations are met to the fullest possible extent.

Foreclosure

When applying for a foreclosure, DLNO sends the public notary a copy of the letter in which the loan is being called (including amount of the claim, general terms and conditions of DLNO and the letter sent to the client). An average foreclosure, i.e. from the moment of calling the foreclosure until the transfer of the residence takes 3 to 4 months. A foreclosure requires consent of the President of court, which sometimes may delay the whole process.

9. STATER NEDERLAND B.V.

STATER B.V. together with its subsidiaries (“STATER”) is a leading independent, third party servicer of residential mortgages in the Netherlands. STATER focuses on streamlining the origination, servicing and funding process of mortgage loans, in a completely automated and paperless electronic format. STATER has pioneered the use of technology through its E-Servicing concept for owners of residential mortgage loan portfolios and features capabilities to enhance, accelerate and facilitate the securitisation process.

STATER Nederland was established on 1 January 1997 with the intent to enable third parties to outsource and thus reduce the cost of originating, servicing and funding residential mortgage loan portfolios. The combination of technology and experience in originating and servicing residential mortgage loans in the Netherlands has led to a servicing market share of more than 30 per cent. in 2000. STATER Nederland services a total of EUR 25 billion and approximately 300,000 mortgage loans. STATER Nederland is a 100 per cent. subsidiary of STATER B.V., which is a 100 per cent. subsidiary of Bouwfonds Financieringen, which in turn is a 100 per cent. subsidiary of ABN AMRO Bouwfonds Nederlandse Gemeenten N.V.

STATER provides an origination system that includes automated underwriting via neural networks, allowing loan funders to specify underwriting criteria for each loan pool. A credit-scoring model and a fraud detection system form part of the automated underwriting process.

In the securitisation process, STATER is able to identify specific loan pools based on underwriting criteria and provide the Company Administrator access to pool performance and information. Finally, STATER provides detailed investor reports regarding pool status on a consistent basis.

The STATER computer system is regularly updated and modified, taking into account clients’ wishes for servicing a wide range of mortgage products.

10. MORTGAGE RECEIVABLES PURCHASE AGREEMENT

Under the Mortgage Receivables Purchase Agreement the Issuer will, on the Closing Date, purchase and accept from Delta Lloyd or, as the case may be, the Sellers the assignment of the Mortgage Receivables. The assignment of the Mortgage Receivables from Delta Lloyd or, as the case may be, the Sellers to the Issuer will not be notified to the Borrowers, except in special events as further described hereunder (“Notification Events”). The Issuer will be entitled to all proceeds in respect of the Mortgage Receivables following such assignment as of 1 November 2000.

Purchase Price

The purchase price for the Mortgage Receivables shall consist of an initial purchase price (the “Initial Purchase Price”) which shall be payable on the Closing Date, and a deferred purchase price (the “Deferred Purchase Price”). The Deferred Purchase Price shall be equal to the sum of all Deferred Purchase Price Instalments and each Deferred Purchase Price Instalment will be equal to the positive difference, if any, between the Notes Interest Available Amount as calculated on each Calculation Date and the sum of all amounts payable by the Issuer as set forth in the Interest Priority of Payments under (a) up to and including (l) or, as the case may be, as set forth in the Priority of Payments upon Enforcement under (a) up to and including (e) (see “Credit Structure” above) on such date.

Representations and warranties

The Sellers will represent and warrant on the Closing Date with respect to Mortgage Receivables that they will sell (the “Relevant Mortgage Receivables”) and the Mortgage Loans to which such Mortgage Receivables relate (the “Relevant Mortgage Loans”), that – *inter alia* –:

- (a) the relevant Seller has full right and title to the Relevant Mortgage Receivables and power to assign the Relevant Mortgage Receivables and no restrictions on the sale and transfer of the Relevant Mortgage Receivables are in effect and the Relevant Mortgage Receivables are capable of being transferred;
- (b) the Relevant Mortgage Receivables are free and clear of any encumbrances and attachments and no option rights have been granted in favour of any third party with regard to the Relevant Mortgage Receivables;
- (c) each Relevant Mortgage Receivable is secured by a first ranking mortgage right on residential property in the Netherlands and is governed by Netherlands law;
- (d) upon creation of each mortgage right securing the Relevant Mortgage Loans, the relevant Seller was granted power by the mortgage deed in conjunction with the general conditions applicable thereto to unilaterally terminate such mortgage right, in whole or in part, and such power to terminate has not been revoked, terminated or amended;
- (e) each existing residential property concerned was valued when application for a Relevant Mortgage Loan was made (i) by an independent qualified valuer, or (ii) in case of Relevant Mortgage Loans of which the principal sum outstanding did not at the time of application by the Borrower exceed 60 per cent. of the Foreclosure Value of the residential property on the basis of an assessment by the Netherlands tax authorities on the basis of the Act on Valuation of Real Property (“Wet Waardering Onroerende Zaken”); for property to be constructed or in construction at the time of application for a Relevant Mortgage Loan no valuation is required, unless the Relevant Mortgage Loan to be granted exceeded 107 per cent. of the purchase and construction costs of the property involved; no valuation is required if the Relevant Mortgage Loan has the benefit of a Municipality Guarantee;
- (f) each Relevant Mortgage Receivable, the mortgage right and the rights of pledge, if any, securing such receivable constitute legal, valid, binding and enforceable obligations of the relevant Borrower;
- (g) all mortgage rights and all rights of pledge securing the Relevant Mortgage Receivables (i) constitute valid mortgage rights (“hypotheekrechten”) and rights of pledge (“pandrechten”) respectively on the assets which are the subject of the mortgage rights and rights of pledge and, to the extent relating to the mortgage rights to secure the Relevant Mortgage Receivables, have been entered into the appropriate public register (“Dienst van het Kadaster en de Openbare Registers”), (ii) have first priority (“eerste in rang”), and (iii) were vested for a principal sum which is at least equal to the principal sum of the Relevant Mortgage Loan when originated, increased with interest, penalties, costs and insurance premium, together up to an amount equal to 50 per cent. or, in respect of Mortgage Loans originated after 1 March 1999 40 per cent., of such outstanding principal amount of

the Mortgage Receivable, therefore in total up to an amount of not less than 150 per cent. or, in respect of Relevant Mortgage Loans originated after 1 March 1999 140 per cent. of the outstanding principal amount of the Relevant Mortgage Receivable;

- (h) each of the Relevant Mortgage Loans will have been granted in accordance with all applicable legal requirements and the Seller's standard underwriting criteria and procedures prevailing at that time which do not materially differ from the current underwriting criteria and procedures;
- (i) as of 1 November 2000 or in case of substitution, the relevant Quarterly Payment Date, no amounts due and payable under any of the Relevant Mortgage Receivables, were unpaid;
- (j) each NHG Guarantee connected to the Relevant Mortgage Receivables which have the benefit of a NHG Guarantee, (i) is granted for the full amount of the Relevant Mortgage Receivable, (ii) constitutes legal, valid and binding obligations of Stichting Waarborgfonds Eigen Woningen, enforceable in accordance with their terms, (iii) all conditions ("voorwaarden" and "normen") applicable to the Nationale Hypotheek Garantie at the time of origination of the Relevant Mortgage Loans were complied with and (iv) the Sellers are not aware of any reason why any claim under any NHG Guarantee in respect of any Relevant Mortgage Receivable should not be met in full and in a timely manner;
- (k) each Municipality Guarantee connected to the Relevant Mortgage Receivables which have the benefit of a Municipality Guarantee (i) is granted for the full amount of the Relevant Mortgage Receivable, (ii) constitutes legal, valid and binding obligations of the relevant municipality, enforceable in accordance with their terms, (iii) all conditions set forth in any laws, rules or regulations applicable to the Municipality Guarantee have been fulfilled and (iv) the Sellers are not aware of any reason why any claim under any Municipality Guarantee in respect of any Relevant Mortgage Receivable should not be met in full and in a timely manner.

Repurchase

If at any time after the Closing Date any of the representations and warranties relating to a Relevant Mortgage Loan or a Relevant Mortgage Receivable proves to have been untrue or incorrect, Delta Lloyd or, as the case may be, the Sellers shall within 30 days of receipt of written notice thereof from the Issuer remedy the matter giving rise thereto and if such matter is not capable of being remedied or is not remedied within the said period of 30 days, Delta Lloyd or, as the case may be, the Sellers shall on the next succeeding Mortgage Payment Date repurchase and accept re-assignment of such Relevant Mortgage Receivable for a price equal to the then outstanding principal amount of such Relevant Mortgage Receivable together with interest and reasonable costs relating thereto (including any costs incurred by the Issuer in effecting and completing such repurchase and re-assignment) accrued up to but excluding such Mortgage Payment Date. Delta Lloyd or, as the case may be, the Sellers have also undertaken to repurchase a Relevant Mortgage Receivable on the same terms and conditions if Delta Lloyd or, as the case may be, the Sellers (i) agree to amend the terms of such Relevant Mortgage Receivable or (ii) agree to grant a further advance secured by the mortgage right which secures also the Relevant Mortgage Receivable.

Mortgage Loan Criteria

Each of the Mortgage Loans will meet the following criteria:

- (i) the Mortgage Loans are in the form of
 - (a) interest only ("aflossingsvrije hypotheken");
 - (b) savings mortgages ("spaarhypotheken");
 - (c) life mortgages ("levenhypotheken") which can be in the form of universal life mortgages ("Delta Life Hypotheek"), or unit linked mortgages ("Meerkeuzeplan"); and
 - (d) Mortgage Loans which combine any of the above mentioned forms of Mortgage Loans;
- (ii) the Borrower is not an employee of any of the Sellers and is a resident of the Netherlands;
- (iii) the interest rate of each Mortgage Loan is fixed, subject to a reset from time to time;
- (iv) the property encumbered with a Mortgage is not the subject of residential letting and is occupied by the relevant Borrower;
- (v) each mortgage right securing a Mortgage Loan has been created after January 1992;
- (vi) interest payments and – to the extent applicable – principal payments with respect to each Mortgage Receivable are scheduled to be made monthly or quarterly;

- (vii) the outstanding principal amount of each Mortgage Loan, or of all Mortgage Loans secured on the same mortgaged property together, does not exceed euro 700,000 and in case of substitution the outstanding principal amount of each Mortgage Loan, or of all Mortgage Loans secured on the same mortgaged property together, does not exceed the amount of euro 700,000 as such amount is increased on a yearly basis beginning in 2001 by the annual inflation percentage as published by Centraal Bureau voor Statistiek in the calendar month wherein the Annual Payment Date falls;
- (viii) the legal final maturity of each Mortgage Loan does not extend beyond 50 years from the Closing Date or in case of substitution, the relevant Mortgage Payment Date;
- (ix) the outstanding principal amount of each of the Mortgage Loans, or of all Mortgage Loans secured on the same mortgaged property together, did not, upon origination, exceed 125 per cent. of the Foreclosure Value of the mortgaged property upon origination or as per a later valuation report of the mortgaged property (if any);
- (x) each Mortgage Loan is secured by a first ranking mortgage right or, in case of Mortgage Loans secured on the same mortgaged property, first and sequentially lower ranking mortgage rights;
- (xi) the property encumbered with the mortgage right is located in the Netherlands;
- (xii) in respect of each Mortgage Loan at least one (interest) payment has been received prior to the Closing Date or, in case of substitution, the relevant Quarterly Payment Date;
- (xiii) none of the Mortgage Loans is in arrears on 1 November 2000 or, in case of substitution, the first day of the month in which the relevant Quarterly Payment Date falls; and
- (xiv) all Mortgage Loans are fully disbursed.

The same criteria apply to the selection of Substitute Mortgage Receivables.

Notification Events

If, *inter alia*:

- (a) a default is made by any of the Sellers in the payment on the due date of any amount due and payable by it under the Mortgage Receivables Purchase Agreement or under any Relevant Document to which it is a party and such failure is not remedied within 10 business days after notice thereof has been given by the Issuer or the Security Trustee to the relevant Seller; or
- (b) any of the Sellers fails duly to perform or comply with any of its obligations under the Mortgage Receivables Purchase Agreement or under any Relevant Document to which it is a party or any other party (except the Issuer and the Security Trustee) does not comply with any of the obligations under any Relevant Document to which it is a party and, if such failure is capable of being remedied, such failure is not remedied within 10 business days after notice thereof has been given by the Issuer or the Security Trustee to the relevant Seller or such other party; or
- (c) any of the Sellers takes any corporate action or other steps are taken or legal proceedings are started or threatened against it for its dissolution (“ontbinding”) and liquidation (“vereffening”) or legal demerger (“juridische splitsing”); or
- (d) any of the Sellers has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its entering into emergency regulations (“Noodregeling”) in respect of Delta Lloyd, as referred to in the Netherlands Act on the Supervision of the Insurance Business and in respect of Delta Lloyd Bank, the Netherlands Act on the Supervision of the Credit System, or for bankruptcy or for the appointment of a receiver or a similar officer of it or of any or all of its assets; or
- (e) Delta Lloyd Bank during a period of any two consecutive months fails to have a solvency ratio at least 0.25 per cent. point above the percentage required by clause 4001 of the Guidelines issued pursuant to the Act on the Supervision of the Credit System 1992 (“Wet Toezicht Kredietwezen 1992”, hereinafter “Wtk 1992”) as set out in the Netherlands Central Bank’s Credit System Supervision Manual as amended from time to time (“Handboek Wtk”) for tier 1 capital and 0.50 per cent. point above the percentage required by clause 4001 of the Handboek Wtk for tier 1 capital, upper tier 2 capital and lower tier 2 capital together, or pursuant to clause 4101 of the Handboek Wtk the actual liquidity is not greater or equal to the required liquidity under the broad liquidity test, as defined in such clause 4101 of the Handboek Wtk during a period of any two consecutive months; or
- (f) the Netherlands Central Bank has restricted Delta Lloyds Bank’s powers in accordance with Clause 28.3 (b) of the Wtk 1992 and within two weeks after any such events Delta Lloyd Bank has not taken the necessary steps resulting in such measures being withdrawn; or

- (g) the credit rating, if any, of Delta Lloyd's unsecured, unsubordinated and unguaranteed debt obligations falls below P-1 by Moody's and/or F1 by Fitch or is withdrawn or, as long Delta Lloyd's unsecured, unsubordinated and unguaranteed debt obligations are not rated by each of the Rating Agencies, at any time (i) the actual solvency ratio of Delta Lloyd as calculated in accordance with the guidelines of and reported to the Insurance Chamber ("*Verzekeringskamer*") falls below 150 per cent. or (ii) after the earlier of (a) the expiration of a grace period set by the Rating Agencies or (b) 30 days after the Stressed Solvency Ratio (being the actual solvency ratio taking into account certain stress factors agreed with Moody's and Fitch and which may be amended by Moody's and/or Fitch from time to time) of Delta Lloyd has fallen below 125 per cent.

then the Issuer and the Security Trustee are immediately informed thereof and each of the Sellers shall, unless the Security Trustee, after having received confirmation from Moody's and Fitch that no downgrading of the Notes will occur as a result of not giving notice as described below, instructs it otherwise, forthwith notify the relevant Borrowers and any other relevant parties indicated by the Issuer and/or the Security Trustee of (i) the termination of the mortgage rights and rights of pledge securing the Mortgage Receivables in as far as they secure debts other than the Mortgage Receivables and (ii) the assignment of the Mortgage Receivables to the Issuer or, at its option, the Issuer shall be entitled to make such notifications itself.

Substitution

The Mortgage Receivables Purchase Agreement provides that up to the Quarterly Payment Date immediately preceding the first Mandatory Redemption Date, the Issuer shall purchase any Substitute Mortgage Receivables from Delta Lloyd or, as the case may be, the Sellers if and to the extent offered by Delta Lloyd or, as the case may be, the Sellers. The initial purchase price payable by the Issuer as consideration for any Substitute Mortgage Receivables shall be equal to the aggregate outstanding principal amount in respect of such Substitute Mortgage Receivables at the date of completion of the sale and purchase thereof plus a deferred purchase price.

The purchase by the Issuer of Substitute Mortgage Receivables will be subject to a number of conditions, which include, *inter alia*, the condition that on the relevant date of completion of the sale and purchase of the Substitute Mortgage Receivables:

- (a) the Sellers will represent and warrant to the Issuer and the Security Trustee the matters set out in the clauses providing for the representations and warranties relating to the Mortgage Loans, the Mortgage Receivables and the Sellers in the Mortgage Receivables Purchase Agreement with respect to the Substitute Mortgage Receivables sold at that completion and relating to the Sellers;
- (b) no Notification Event has occurred and is continuing on the date of the such completion;
- (c) any Realised Losses on the Mortgage Receivables do not exceed 2.5 per cent. of the outstanding principal amount of all Mortgage Loans at closing;
- (d) the weighted average of the aggregate proportions of the outstanding principal amount of each Mortgage Loan and Substitute Mortgage Loan (excluding Mortgage Loans having the benefit of a Municipality Guarantee or a NHG Guarantee) to the Foreclosure Value of the mortgaged property (the "LTV-ratio") does not exceed the weighted average of the aggregate LTV-ratio at closing. The Issuer and the Sellers may agree to a higher aggregate LTV-ratio up to a maximum of 95 per cent. subject to the confirmation of Moody's and Fitch that no downgrading of the Notes will occur as a result thereof;
- (e) the outstanding principal amount of all Mortgage Loans and all Substitute Mortgage Loans having the benefit of a Municipality Guarantee or a NHG Guarantee should be at least 10 per cent. of all Mortgage Loans and Substitute Mortgage Loans, except that a lower percentage may be accepted by the Issuer, provided that it has received confirmation from Moody's and Fitch that no downgrading of the Notes will occur as a result thereof;
- (f) not more than 5 per cent. of the aggregate outstanding principal amount of the Mortgage Loans is in arrears for a period exceeding 60 days;
- (g) the aggregate outstanding principal amount of all Substitute Mortgage Loans does not, on an annual basis, exceed 30 per cent. of the aggregate outstanding principal amount of all Mortgage Loans at the first day of the relevant Fixed Rate Interest Period;

- (h) the aggregate outstanding principal amount, following substitution, of all Mortgage Loans and Substitute Mortgage Loans which are in the form of a Life Mortgage Loan, should not exceed 60 per cent. of the aggregate outstanding principal amount of all Mortgage Loans and Substitute Mortgage Loans;
- (i) the then current rating of the Notes by Moody's and Fitch is not adversely affected as a result of such substitution.

11. ADMINISTRATION AGREEMENT

In the Administration Agreement (i) the Pool Servicer will agree to provide administration services to the Issuer on a day-to-day basis in relation to the Mortgage Loans and the Mortgage Receivables, including, without limitation, the collection of payments of principal, interest and other amounts in respect of the Mortgage Receivables and (ii) the Defaulted Loan Servicer will agree to provide the implementation of arrears procedures including the enforcement of mortgage rights (see further “Mortgage Loan Underwriting and Servicing” above) and to provide information on the Participation in the Savings Mortgage Loans and (iii) the Company Administrator will agree to provide certain administration, calculation and cash management services to the Issuer, including (a) the direction of amounts received by the Sellers to the Issuer Collection Account and the production of monthly reports in relation thereto, (b) drawings (if any) to be made by the Issuer under the Liquidity Facility and from the Reserve Account, (c) all payments to be made by the Issuer under the Swap Agreement, (d) all payments to be made by the Issuer under the Notes in accordance with the Paying Agency Agreement and the Conditions, (e) all payments to be made by the Issuer under the Sub-Participation Agreement, (f) the maintaining of all required ledgers in connection with the above and (g) all calculations to be made pursuant to the Conditions under the Notes.

12. SUB-PARTICIPATION AGREEMENT

Under the Sub-Participation Agreement the Issuer will grant to the Insurance Company a sub-participation in the Savings Mortgage Receivables.

Participation

In the Sub-Participation Agreement the Insurance Company will undertake to pay:

- (i) at the Closing Date or, in case of purchase and assignment of Substitute Savings Mortgage Receivables, the relevant Monthly Payment Date, to the Issuer the sum of the savings premia received by Delta Lloyd with accrued interest up to, but excluding, 1 November 2000 or the relevant Mortgage Payment Date (the "Initial Participation") in relation to each of the Savings Mortgage Receivables;
- (ii) on each Mortgage Payment Date an amount equal to the amount received by the Insurance Company as Savings Premium during the Monthly Calculation Period then ended in respect of the relevant Savings Insurance Policies, provided that in respect of each relevant Savings Mortgage Receivable no amounts will be paid to the extent as a result thereof the Participation in such relevant Savings Mortgage Receivable would exceed the outstanding principal amount of the relevant Savings Mortgage Receivable.

As a consequence of such payments the Insurance Company will acquire a participation (the "Participation") in each of the relevant Savings Mortgage Receivables, which is equal to the Initial Participation in respect of the relevant Savings Mortgage Receivables increased during each Monthly Calculation Period on the basis of the following formula (the "Monthly Participation Increase"):

$$\frac{P}{H} \times R + S, \text{ whereby}$$

P = the Participation on the first day of the relevant Mortgage Calculation Period in the Savings Mortgage Receivable;

S = the amount received by the Issuer from the Insurance Company in such Mortgage Calculation Period in respect of the relevant Savings Mortgage Receivable pursuant to the Sub-Participation Agreement;

H = the principal sum outstanding on the Savings Mortgage Receivable on the first day of the relevant Mortgage Calculation Period;

R = the amount of interest, due by the Borrower on the Savings Mortgage Receivable and actually received by the Issuer in such Mortgage Calculation Period.

In consideration for the undertaking of the Insurance Company described above, the Issuer will undertake to pay to the Insurance Company on each Mortgage Payment Date an amount equal to the Participation in each of the Savings Mortgage Receivables in respect of which amounts have been received during the relevant Mortgage Calculation Period or, in the case of the first Mortgage Payment Date, during the period which commences on the Closing Date and ends on the last day of the Mortgage Calculation Period immediately preceding such first Mortgage Payment Date (i) by means of repayment and prepayment under the relevant Savings Mortgage Receivables from any person, whether by set-off or otherwise, but, for the avoidance of doubt, excluding any prepayment penalties and interest penalties, if any, and, furthermore, excluding amounts paid as partial prepayments on the Savings Mortgage Receivable, (ii) in connection with a repurchase of Savings Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement and any other amount received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal, (iii) in connection with a sale of Savings Mortgage Receivables pursuant to the Trust Deed and to the extent such amounts relate to principal, unless the Participation is also assigned to the purchaser of such Savings Mortgage Receivables and (iv) as Net Proceeds on any Savings Mortgage Receivables to the extent such amounts relate to principal (the "Participation Redemption Available Amount").

Reduction of Participation

If:

- (i) a Borrower invokes a defence, including but not limited to a right of set-off or counterclaim against any person in respect of the relevant Savings Mortgage Receivables based upon a default in the performance, whether in whole or in part and for any reason, by the Insurance Company of its obligations under the Savings Insurance Policy; or
- (ii) any of the Sellers fails to pay any amount due by it to the Issuer pursuant to the Mortgage Receivables Purchase Agreement in respect of a Savings Mortgage Receivable;

and, as a consequence thereof, the Issuer will not have received any amount outstanding prior to such event in respect of such Savings Mortgage Receivable, the Participation of the Insurance Company in respect of such Savings Mortgage Receivable will be reduced by an amount equal to the amount which the Issuer has failed to so receive and the calculation of the Participation Redemption Available Amount shall be adjusted accordingly.

Enforcement Notice

If an Enforcement Notice (as defined in Condition 10) is given by the Security Trustee to the Issuer, then and at any time thereafter the Security Trustee on behalf of the Insurance Company may, and if so directed by the Insurance Company shall, by notice to the Issuer:

- (i) declare that the obligations of the Insurance Company under the Sub-Participation Agreement are terminated;
- (ii) declare the Participation to be immediately due and payable, whereupon it shall become so due and payable, but such payment obligations shall be limited to the Participation Redemption Available Amount received or collected by the Issuer or, in case of enforcement, the Security Trustee under the Savings Mortgage Receivables.

Termination

If one or more of the Savings Mortgage Receivables are (i) repurchased by Delta Lloyd or, as the case may be, the Sellers from the Issuer pursuant to the Mortgage Receivables Purchase Agreement or (ii) sold by the Issuer to a third party pursuant to the Trust Deed, the Participation in such Savings Mortgage Receivables will terminate and the Participation Redemption Available Amount in respect of the Savings Mortgage Receivables will be paid by the Issuer to the Insurance Company. If so requested by the Insurance Company, the Issuer will use its best efforts to ensure that the acquiror of the Savings Mortgage Receivables will enter into a Sub-Participation Agreement with the Insurance Company in a form similar to the Sub-Participation Agreement. Furthermore, the Participation envisaged in the Sub-Participation Agreement shall terminate if at the close of business of any Mortgage Calculation Date the Insurance Company has received the Participation in respect of the relevant Savings Mortgage Receivable.

13. THE ISSUER

The Issuer was incorporated with limited liability under the laws of the Netherlands on 23 November 2000 under number B.V. 34145179. The registered office of the Issuer is in Amsterdam, the Netherlands.

The objectives of the Issuer are (a) to acquire, purchase, conduct the management of, dispose of and encumber assets and to exercise any rights connected to such assets, (b) to take up loans by way of issue of securities or by entering into loan agreements to acquire the assets mentioned under (a), (c) to invest and on-lend any funds held by the Issuer, (d) to hedge interest rate and other financial risks amongst others by entering into derivative agreements, such as swaps and options, (e) if incidental to the foregoing, to take up loans by issuing securities or by entering into loan agreements amongst others to repay the principal sum of the securities mentioned under (b), and to grant security rights and (f) to perform all activities which are incidental to or which may be conducive to any of the foregoing.

The Issuer has an authorised share capital of euro 90,000, of which euro 18,500 has been issued and is fully paid. All shares of the Issuer are held by Stichting Arena Holding 2000-I.

Stichting Arena Holding 2000-I is a foundation (“stichting”) incorporated under the laws of the Netherlands on 23 November 2000. The objects of Stichting Arena Holding 2000-I are, *inter alia*, to incorporate, acquire and to hold shares in the share capital of the Issuer and to exercise all rights attached to such shares and to dispose of and encumber such shares. The sole managing director of Stichting Arena Holding 2000-I is ATC Trustees (Netherlands) B.V.

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

The sole managing director of the Issuer is ATC Management B.V.

The sole managing director of ATC Management B.V. is Mr. O.B. Linker.

Capitalization

The following table shows the capitalization of the Issuer as of 27 November 2000 as adjusted to give effect to the issue of the Notes:

Share Capital

Authorised Share Capital euro 90,000

Issued Share Capital euro 18,500

Borrowings

Senior Class A Notes euro 517,500,000

Mezzanine Class B Notes euro 20,000,000

Junior Class C Notes euro 12,500,000

Subordinated Class D Notes euro 3,000,000

Initial Participation euro 26,324,650.44

Auditors' Report

The following is the text of a report received by the Board of Managing Directors of the Issuer from PricewaterhouseCoopers N.V., the auditors to the Issuer:

Dear Sirs:

Arena 2000-I B.V. (the “Company”) was incorporated on 23 November 2000 under number B.V. 34145179 with an issued share capital of euro 18,500. The Company has not yet prepared any financial statements. Since its incorporation, the Company has not traded, no profits and losses have been made or incurred and it has not declared or paid any dividends nor made any distributions, save for the activities related to its establishment and the securitisation transaction included in the Offering Circular dated 27 November 2000.

Amsterdam, 27 November 2000

PricewaterhouseCoopers N.V.

14. USE OF PROCEEDS

The net proceeds of the issue of the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes will be applied on the Closing Date to pay part of the Initial Purchase Price for the Mortgage Receivables purchased under the Mortgage Receivables Purchase Agreement. The remaining amount of the Initial Purchase Price will be paid out of the purchase of the Initial Participation paid by the Insurance Company .

The net proceeds of the Subordinated Class D Notes will be credited to the Reserve Account.

The net proceeds of the Notes to be issued on the Closing Date will be euro 550,341,435.

15. DESCRIPTION OF SECURITY

The Notes will be secured by the Deed of Surety to be entered into by the Security Trustee with (i) the Managers as initial Noteholders, (ii) the Directors, (iii) the Pool Servicer, (iv) the Defaulted Loan Servicer, (v) the Company Administrator, (vi) the Paying Agent, (vii) the Reference Agent, (viii) the Liquidity Facility Provider, (ix) the Swap Counterparty, (x) the Insurance Company and (xi) the Sellers (the “Secured Parties”). The Security Trustee will agree in the Deed of Surety to grant a surety (“borgtocht”) to the Secured Parties and will undertake to pay, as surety, after the date on which an Enforcement Notice has been received by it (see Condition 10 below) from time to time as soon as reasonably possible and practicable, to the Secured Parties, other than the Insurance Company pursuant to the Sub-Participation Agreement, an amount corresponding to the sum of any amounts due and payable by the Issuer:

- (a) to the Noteholders under the Notes;
- (b) as fees or other remuneration to the Directors under the Management Agreements;
- (c) as fees and expenses to the Pool Servicer, the Defaulted Loan Servicer and the Company Administrator under the Administration Agreement;
- (d) as fees and expenses to the Paying Agent and the Reference Agent under the Paying Agency Agreement;
- (e) to the Liquidity Facility Provider under the Liquidity Facility Agreement;
- (f) to the Swap Counterparty under the Swap Agreement; and
- (g) to the Sellers under the Mortgage Receivables Purchase Agreement;

provided that such amount shall never exceed the Notes Surety Available Amount which consists of the sum of (a) amounts recovered (“verhaald”) by it on the Mortgage Receivables and the other assets pledged under the Trustee Pledge Agreement I and the Trustee Pledge Agreement II, other than the Savings Mortgage Receivables, (b) on Savings Mortgage Receivables to the extent the amount exceeds the Participation in the relevant Savings Mortgage Receivables; (c) amounts received in connection with the penalty provided in the Mortgage Receivables Purchase Agreement insofar such penalty relates to (i) Mortgage Receivables pledged under the Trustee Pledge Agreement I and the Trustee Pledge Agreement II, other than Savings Mortgage Receivables and (ii) with respect to Savings Mortgage Receivables the pro rata part of such Savings Mortgage Receivables in relation to the Participation and (d) the amount of any advance having been made available to the Security Trustee under a recourse liquidity facility agreement to the extent the amount so made available will be recovered under (a) or (b) above and will not exceed the amount of such advance. Any amounts will be paid to the Secured Parties in accordance with and subject to the Priority of Payments upon Enforcement (see “Credit Structure” above).

In addition, in the Deed of Surety the Security Trustee undertakes to pay to the Sellers the Participation Surety Available Amount which consists of, *inter alia*, (i) the amounts actually recovered (“verhaald”) by it on the Savings Mortgage Receivables, under the Trustee Pledge Agreement I, but only to the extent such amounts do not exceed the Participation in such Savings Mortgage Receivables, (ii) amounts received in connection with the penalty provided in the Mortgage Receivables Purchase Agreement provided that such amounts relate to the Participation in the Savings Mortgage Receivables and (iii) the amount of any advance having been made available to the Security Trustee under a recourse liquidity facility agreement to the extent the amount so made available will be recovered under (i) above, provided that such amounts shall never exceed the amount due and payable by the Issuer under or in connection with the Sub-Participation Agreement to the Insurance Company.

The Sellers shall grant a first ranking right of pledge (“pandrecht”) (the “Trustee Pledge Agreement I”) over the Mortgage Receivables (see further “Special Considerations” above) to the Security Trustee on the Closing Date and in respect of any Substitute Mortgage Receivables undertakes to grant a first ranking right of pledge on the relevant Substitute Mortgage Receivables on the relevant Quarterly Payment Date. Security in respect of the Mortgage Receivables will be given by the Sellers since they will have the legal title to the Mortgage Receivables, until notification has been made. After notification to the Borrowers of the assignment by the Sellers to the Issuer of the Mortgage Receivables (which will only be made upon the occurrence of Notification Events, see “Mortgage Receivables Purchase Agreement” above), legal title to the Mortgage Receivables will pass to the Issuer and the Trustee Pledge Agreement I will provide that the Issuer (who shall be a party to such pledge agreement) will be bound by the provisions thereof in such event.

The Trustee Pledge Agreement I will secure all liabilities of the Sellers under the Mortgage Receivables Purchase Agreement, including the obligation to pay a penalty if, for whatever reason, the transfer of legal ownership of Mortgage Receivables to the Issuer is not completed. The penalty will be due to the Issuer or,

if a Trustee I Notification Event (as defined in the Trustee I Pledge Agreement) has occurred, to the Security Trustee. The penalty is drafted in such manner that any detrimental effects resulting from the failure to transfer legal ownership of the Mortgage Receivables to the Issuer will, to the extent possible, be eliminated. Any amount due to the Security Trustee will be reduced by any amount paid in respect of the penalty to the Issuer and any amount due to the Issuer in respect of the penalty will be reduced by amount paid to the Security Trustee.

In addition, the Trustee Pledge Agreement I will be created as security for all liabilities (including, without limitation, recourse claims) of the Issuer to the Security Trustee in connection with the Deed of Surety. If the Security Trustee pursuant to its penalty claims on the Sellers cannot fully recover all amounts required to meet its obligations under the Deed of Surety, it can create a recourse claim under the Deed of Surety against the Issuer by paying further amounts to the Noteholders. The obligations of the Security Trustee in this respect will, therefore, be conditional upon it having funds available to effectuate such payment. For this purpose, the Security Trustee will have the ability to borrow an amount equal to the amount which it has as at such date collected and which it will be entitled to recover under the Trustee Pledge Agreement I and the Trustee Pledge Agreement II (see below). After having paid the Noteholders using such borrowed funds, the Security Trustee will be entitled to reimbursement in respect of payments made by it under the Deed of Surety. It will therefore be entitled to apply the amounts held by it under the Trustee Pledge Agreement I and the Trustee Pledge Agreement II to pay its recourse claim and use these amounts to repay drawings made under a recourse liquidity facility agreement together with interest thereon and any related costs.

The pledge provided in the Trustee Pledge Agreement I will not be notified to the Borrowers except in case of certain Trustee I Notification Events. These Trustee I Notification Events will be similar to the Notification Events defined in the Mortgage Receivables Purchase Agreement. Prior to notification of the pledge to the Borrowers, the pledge on the Mortgage Receivables will be a “silent” right of pledge (“stil pandrecht”) within the meaning of section 3:239 of the Netherlands Civil Code.

In order to secure the obligation of the Sellers to transfer legal title to the Relevant Mortgage Receivables to the Issuer, the Sellers will grant a second ranking right of pledge (the “Company Pledge Agreement”) over the Mortgage Receivables to the Issuer on the Closing Date and in respect of any Substitute Mortgage Receivables undertakes to grant a second ranking right of pledge on the relevant Substitute Mortgage Receivables on the relevant Quarterly Payment Date. Since a right of pledge can only be vested as security for a monetary claim, this pledge will secure the payment of the penalty by the Sellers, provided in the Mortgage Receivables Purchase Agreement, as described above. This right of pledge on the Mortgage Receivables will also be a silent pledge as described above.

The Issuer will also vest a right of pledge (“Trustee Pledge Agreement II”) in favour of the Security Trustee on the Closing Date. This right of pledge secures any and all liabilities (including, without limitation, recourse claims) of the Issuer to the Security Trustee resulting from or in connection with the Deed of Surety and will be vested on all rights of the Issuer under or in connection with (i) the Mortgage Receivables Purchase Agreement, (ii) the Administration Agreement, (iii) the Floating Rate GIC, (iv) the Liquidity Facility Agreement, (v) the Swap Agreement, (vi) the Sub-Participation Agreement and (vii) in respect of the Transaction Accounts. This right of pledge will be notified to the relevant obligors and will, therefore be a disclosed right of pledge.

The Deed of Surety described above shall serve as security for the benefit of the Secured Parties, including each of the Senior Class A Noteholders, the Mezzanine Class B Noteholders, the Junior Class C Noteholders and the Subordinated Class D Noteholders, but, *inter alia*, amounts owing to the Mezzanine Class B Noteholders will rank in priority of payment after amounts owing to Senior Class A Noteholders and amounts owing to the Junior Class C Noteholders will rank in priority of payment after amounts owing to the Senior Class A Noteholders and the Mezzanine Class B Noteholders and amounts owing to the Subordinated Class D Noteholders will rank in priority of payment after amounts owing to the Senior Class A Noteholders, the Mezzanine Class B Noteholders and the Junior Class C Noteholders (see “Credit Structure” above).

16. THE SECURITY TRUSTEE

Stichting Security Trustee Arena 2000-I (the “Security Trustee”) is a foundation (“stichting”) incorporated under the laws of the Netherlands on 23 November 2000. It has its registered office in Amsterdam, the Netherlands.

The objects of the Security Trustee are (a) to act as agent and/or trustee; (b) to act as surety in favour of the Noteholders, as well as in favour of other creditors of the Issuer; (c) to acquire security rights as agent and/or trustee and/or for itself; (d) to hold, administer and to enforce the security rights mentioned under (c); (e) to borrow money and (f) to perform any and all acts which are related, incidental or which may be conducive to the above.

The sole director of the Security Trustee is Amsterdamsch Trustee’s Kantoor B.V., having its registered office at Amsterdam, the Netherlands.

17. Terms and conditions of the notes

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

The issue of the euro 517,500,000 6.1 per cent. Senior Class A Mortgage-Backed Notes 2000 due 2062 (the “Senior Class A Notes”), the euro 20,000,000 6.5 per cent. Mezzanine Class B Mortgage-Backed Notes 2000 due 2062 (the “Mezzanine Class B Notes”), the euro 12,500,000 7.2 per cent. Junior Class C Mortgage-Backed Notes 2000 due 2062 (the “Junior Class C Notes”) and the euro 3,000,000 10.5 per cent. Subordinated Class D Notes 2000 due 2062 (the “Subordinated Class D Notes and together with the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes, the “Notes”) was authorised by a resolution of the managing director of Arena 2000-1 B.V. (the “Issuer”) passed on 27 November 2000. The Notes are issued under a paying agency agreement dated 30 November 2000 (the “Paying Agency Agreement”) between the Issuer, the Security Trustee and ABN AMRO Bank N.V., as paying agent (the “Paying Agent”) and as reference agent (the “Reference Agent”).

The statements in these terms and conditions of the Notes (the “Conditions”) include summaries of, and are subject to, the detailed provisions of (i) the Paying Agency Agreement, which will include the form of the Notes and the interest coupons appertaining to the Notes (the “Coupons”), the forms of the Temporary Global Notes and the Permanent Global Notes, (ii) a trust deed (the “Trust Deed”) dated 30 November between Stichting Security Trustee Arena 2000-1 (the “Security Trustee”) and the Issuer, (iii) an administration agreement (the “Administration Agreement”) dated 30 November between – *inter alia* – the Issuer, Stater Nederland B.V. as the Pool Servicer, Delta Lloyd as the Defaulted Loan Servicer, ATC Financial Services B.V. as the Company Administrator and the Security Trustee, (iv) a deed of surety (the “Deed of Surety”) dated 30 November between the Security Trustee and – *inter alia* – the Managers as initial holders of the Notes, (v) a pledge agreement dated 30 November 2000 between the Sellers, the Security Trustee and the Issuer, (vi) a pledge agreement dated 30 November 2000 between the Sellers, and the Issuer and (vii) a pledge agreement dated 30 November 2000 between the Issuer, the Security Trustee and others (jointly with the two other pledge agreements referred to under (v) and (vi) above, the “Pledge Agreements”).

Certain words and expressions used in these Conditions are defined in a master definitions agreement (the “Master Definitions Agreement”) dated 27 November 2000 and signed by the Issuer, the Security Trustee, the Seller and certain other parties. Such words and expressions shall, except where the context requires otherwise, have the same meanings in these Conditions. As used herein, “Class” means either the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes or the Subordinated Class D Notes, as the case may be.

Copies of the Paying Agency Agreement, the Trust Deed, the Deed of Surety, the Pledge Agreements and the Master Definitions Agreement are available for inspection by holders of the Notes (the “Noteholders”) at the specified office of the Paying Agent and the present office of the Security Trustee, being at the date hereof Fred. Roeskestraat 123, Amsterdam, the Netherlands. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Paying Agency Agreement, the Trust Deed, the Deed of Surety and the Pledge Agreements.

1. Form, Denomination and Title

The Notes will be in bearer form serially numbered with Coupons attached on issue in respect of the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes in denominations of euro 500,000 each and in respect of the Subordinated Class D Notes in denominations of euro 750,000 each. Under Netherlands law, the valid transfer of Notes requires, *inter alia*, delivery (“levering”) thereof. The Issuer, the Security Trustee and the Paying Agent may, to the fullest extent permitted by law, treat the holder of any Note and of the Coupons appertaining thereto as its absolute owner for all purposes (whether or not payment under such Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing thereon or any notice of previous loss or theft thereof) for any purposes, including payment and no person shall be liable for so treating such holder. The signatures on the Notes will be in facsimile.

2. Status, Relationship between the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes and Security

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

- (b) In accordance with the provisions of Conditions 4, 6 and 9 the Trust Deed and the Deed of Surety (i) payments of principal and interest on the Mezzanine Class B Notes are subordinated to, *inter alia*, payments of principal and interest on the Senior Class A Notes and (ii) payments of principal and interest on the Junior Class C Notes are subordinated to, *inter alia*, payments of principal and interest on the Senior Class A Notes and the Mezzanine Class B Notes and (iii) payments of principal and interest on the Subordinated Class D Notes are subordinated to, *inter alia*, payments of principal and interest on the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes..
- (c) The security for the obligations of the Issuer towards the Noteholders (the “Security”) will be created pursuant to, and on the terms set out in, the Deed of Surety and the Pledge Agreements, which will create the following security rights:
 - (i) a deed of surety (“borgtocht”) on a limited recourse basis by the Security Trustee, *inter alia*, to the Noteholders;
 - (ii) a first ranking pledge by the Sellers to the Security Trustee over the Mortgage Receivables;
 - (iii) a second ranking pledge by the Sellers to the Issuer over the Mortgage Receivables; and
 - (iv) a first ranking pledge by the Issuer to the Security Trustee on the Issuer’s rights (a) against the Sellers under or in connection with the Mortgage Receivables Purchase Agreement; (b) against the Pool Servicer and the Company Administrator under or in connection with the Administration Agreement; (c) against the Swap Counterparty under or in connection with the Swap Agreement, (d) against the Liquidity Facility Provider under or in connection with the Liquidity Facility Agreement, (e) against the Floating Rate GIC Provider under or in connection with the Floating Rate GIC, (f) against the Insurance Company under or in connection with the Sub-Participation Agreement and (g) against the Floating Rate GIC Provider under or in connection with the Transaction Accounts.
- (d) The Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes will be secured (directly and/or indirectly) by the Security. The Senior Class A Notes will rank in priority to the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes and the Mezzanine Class B Notes will rank in priority to the Junior Class C Notes and the Subordinated Class D Notes. The Trust Deed contains provisions requiring the Security Trustee to have regard to the interests of the Senior Class A Noteholders, the Mezzanine Class B Noteholders, the Junior Class C Noteholders and the Subordinated Class D Noteholders, as regards all powers, trust, authorities, duties and discretions of the Security Trustee (except where expressly provided otherwise) but requiring the Security Trustee in any such case to have regard only to the interests of the Senior Class A Noteholders, if, in the Security Trustee’s opinion, there is a conflict between the interests of the Senior Class A Noteholders on one hand and the Mezzanine Class B Noteholders, the Junior Class C Noteholders and the Subordinated Class D Noteholders on the other hand and, if no Senior Class A Notes are outstanding, to have regard only to the interests of the Mezzanine Class B Noteholders, if, in the Security Trustee’s opinion, there is a conflict between the interests of the Mezzanine Class B Noteholders on the one hand and the Junior Class C Noteholders and the Subordinated Class D Noteholders on the other hand and if no Senior Class A Notes and Mezzanine Class B Notes are outstanding, to have regard only to the interest of the Junior Class C Noteholders, if, in the Security Trustee’s, opinion there is a conflict between the interests of the Junior Class C Noteholders on the one hand and the Subordinated Class D Noteholders on the other hand. In addition, the Security Trustee shall have regard to the interests of the other Secured Parties, provided that in case of a conflict interest between the Secured Parties the priority of payments set forth in the Trust Deed determines which interest of which Secured Party prevails.

3. Covenants of the Issuer

So long as any of the Notes remain outstanding, the Issuer shall carry out its business in accordance with proper and prudent Netherlands business practice and in accordance with the requirements of Netherlands law and accounting practice and shall not, except to the extent permitted by the Mortgage Receivables Purchase Agreement, the Administration Agreement, the Pledge Agreements, the Deed of Surety, the Swap Agreement, the Floating Rate GIC, the Liquidity Facility Agreement, the Sub-Participation Agreement, the Note Purchase Agreements, the Notes, the Paying Agency Agreement the Beneficiary Waiver Agreement and the Trust Deed (together the “Relevant Documents”) or with the prior written consent of the Security Trustee:

- (a) carry out any business other than as described in the Offering Circular to be dated 27 November 2000 relating to the issue of the Notes and as contemplated in the Relevant Documents;

- (b) incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness, except as contemplated in the Relevant Documents;
- (c) create or promise to create any mortgage, charge, pledge, lien or other security interest whatsoever over any of its assets, or use, invest, sell, transfer or otherwise dispose of any part of its assets, except as contemplated in the Relevant Documents;
- (d) consolidate or merge with any other person or convey or transfer its assets substantially or as an entirety to one or more persons;
- (e) permit the validity or effectiveness of the Deed of Surety, the Pledge Agreements, or the priority of the security created thereby or pursuant thereto to be amended, terminated, postponed or discharged, or permit any person whose obligations form part of such security rights to be released from such obligations except as contemplated in the Relevant Documents;
- (f) have any employees or premises or have any subsidiary or subsidiary undertaking; or
- (g) have an interest in any bank account other than the Transaction Accounts unless all rights in relation to such account have pledged to the Security Trustee as provided in Condition 2(c)(iv).

4. Interest

(a) Period of Accrual

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

Whenever it is necessary to compute an amount of interest in respect of any Note for any period, such interest shall be calculated on the basis of the actual number of days in the Fixed Rate Interest Period (as defined below) concerned divided by 365 days, or in the case of a Fixed Rate Interest Payment Date falling in a leap year, 366 days and after the first Mandatory Redemption Date on the basis of actual days elapsed in the Floating Rate Interest Period divided by 360 days.

(b) Interest Periods and Payment Dates

Interest on the Notes shall be payable by reference to successive interest periods (each a Fixed Rate Interest Period”) and will be payable in arrears in euro in respect of the Principal Amount Outstanding (as defined in Condition 6) of the Notes on the 15th day of November (or, if such day is not a day on which banks are open for business in Amsterdam, provided that such day is also a day on which the Trans-European Automated Real-Time Gross Settlement European Transfer System (“TARGET System”) or any successor thereto is operating credit or transfer instructions in respect of payments in euro (a “Business Day”), the next succeeding Business Day, unless such Business Day falls in the next succeeding calendar month in which event the immediately preceding Business Day”) in each year (each such day being an “Annual Payment Date”). Each successive Fixed Rate Interest Period will commence on (and include) an Annual Payment Date and end on (but exclude) the next succeeding Annual Payment Date, except for the first Fixed Rate Interest Period, which will commence on (and include) 30 November 2000 and will end on (but exclude) 15 November 2001.

If on the first Mandatory Redemption Date any Class of Notes have not been redeemed in full, interest on such Class of Notes shall be payable by reference to successive interest periods (each a “Floating Rate Interest Period”) and will be payable in arrears in euro in respect of the Principal Amount Outstanding (as defined in Condition 6) of such Class of Notes on the 15th day of February, May, August and November (or, if such day is not a Business Day, the next succeeding Business Day) in each year (each such day being a “Quarterly Payment Date”). Each successive Floating Rate Interest Period will commence on and include a Quarterly Payment Date and end on (but exclude) the next succeeding Quarterly Payment Date.

(c) Interest on the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes

Up to the first Mandatory Redemption Date (as defined in Condition 6) the rate of interest, in respect of each Fixed Rate Interest Period, applicable to:

- (i) the Senior Class A Notes shall be 6.1 per cent. per annum;
- (ii) the Mezzanine Class B Notes shall be 6.5 per cent. per annum;
- (iii) the Junior Class C Notes shall be 7.2 per cent. per annum; and
- (iv) the Subordinated Class D Notes shall be 10.5 per cent. per annum.

(d) Interest following the first Mandatory Redemption Date

If on the first Mandatory Redemption Date any Class of Notes have not been redeemed in full, a floating rate of interest will be applicable to the relevant Class of Notes equal to the sum of Euribor for three months deposits, payable by reference to Floating Rate Interest Periods on each Quarterly Payment Date, plus:

- (i) for the Senior Class A Notes, a margin of 1 per cent. per annum;
- (ii) for the Mezzanine Class B Notes, a margin of 1.5 per cent. per annum;
- (iii) for the Junior Class C Notes, a margin of 3 per cent. per annum; and
- (iv) for the Subordinated Class D Notes, a margin of 5 per cent. per annum.

(e) Euribor

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

- (i) The Reference Agent will obtain for each Floating Rate Interest Period the rate equal to the sum of the Euribor for three months deposits in euros. The Reference Agent shall use the Euribor rate as determined and published jointly by the European Banking Federation and ACI – The Financial Market Association and which appears for information purposes on the Telerate Page 248 (or, if not available, any other display page on any screen service maintained by any registered information vendor (including, without limitation, the Reuter Monitor Money Rate Service, the Dow Jones Telerate Service and the Bloomberg Service) for the display of the Euribor rate selected by the Reference Agent) as at or about 11.00 a.m. (Central European time) on the day that is two Business Days preceding the first day of each Floating Rate Interest Period (each an “Interest Determination Date”).
- (ii) If, on the relevant Interest Determination Date, such Euribor rate is not determined and published jointly by the European Banking Association and ACI – The Financial Market Association, or if it is not otherwise reasonably practicable to calculate the rate under (i) above, the Reference Agent will:
 - (A) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market (the “Reference Banks”) to provide a quotation for the rate at which three months Euro deposits are offered by it in the Euro-zone interbank market at approximately 11.00 a.m. (Central European time) on the relevant Interest Determination Date to prime banks in the Euro-zone interbank market in an amount that is representative for a single transaction at that time; and
 - (B) determine the arithmetic mean (rounded, if necessary, to the fifth decimal place with 0.000005 being rounded upwards) of such quotation as is provided; and
- (iii) if fewer than two such quotations are provided as requested, the Reference Agent will determine the arithmetic mean (rounded, if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks, of which there shall be at least two in number, in the Euro-zone, selected by the Reference Agent, at approximately 11.00 a.m. (Central European time) on the relevant Interest Determination Date for one month deposits to leading Euro-zone banks in an amount that is representative for a single transaction in that market at that time,

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

(f) Determination of Rates of Interest and Calculation of Interest Amounts

The Reference Agent will, as soon as practicable after 11.00 a.m. (Central European Time) on each Interest Determination Date, determine the Floating Rates of Interest for each relevant Class of Notes and calculate the amount of interest payable on each relevant Class of Notes for the following Floating Rate Interest Period (the “Interest Amount”) by applying the relevant Floating Rates of Interest to the Principal Amount Outstanding of each Class of Notes respectively. The determination of the relevant Floating Rates of Interest and each Interest Amount by the Reference Agent shall (in the absence of manifest error) be final and binding on all parties.

(g) Notification of Floating Rates of Interest and Interest Amounts

The Reference Agent will cause the relevant Floating Rates of Interest, the relevant Interest Amounts to be notified to the Issuer, the Security Trustee, the Paying Agent, the Company Administrator and to the holders of such Class of Notes by an advertisement in the English language in the Official Price List of Euronext Amsterdam N.V. (“Officiële Prijscourant”) as soon as possible after the determination. The Interest Amount and Floating Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Rate Interest Period.

(h) Determination or Calculation by Security Trustee

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

(i) Reference Banks and Reference Agent

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

5. Payment

- (a) Payment of principal and interest in respect of Definitive Notes will be made upon presentation of the Definitive Note in and against surrender of the relevant Coupon appertaining thereto, at any specified office of the Paying Agent in cash or by transfer to an Euro account maintained by the payee with a bank in the Netherlands, as the holder may specify. All such payments are subject to any fiscal or other laws and regulations applicable in the place of payment.
- (b) At the Final Redemption Date, or such earlier date the Notes become due and payable, the Definitive Notes in should be presented for payment together with all unmatured Coupons appertaining thereto, failing which the full amount of any such missing unmatured Coupons (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupons which the sum of principal so paid bears to the total amount of principal due) will be deducted from the sum due for payment. Each amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon at any time before the expiry of five years following the due date for payment of such principal (whether or not such Coupons would have become unenforceable pursuant to Condition 8).
- (c) If the relevant Quarterly Payment Date is not a day on which banks are open for business in the place of presentation of the relevant Note or Coupon, the holder thereof shall not be entitled to payment until the next following such day, or to any interest or other payment in respect of such delay, provided that in the case of payment by transfer to an Euro account as referred to above, the Paying

Agent shall not be obliged to credit such account until the day on which banks in the place of such account are open for business immediately following the day on which banks are open for business in the Netherlands. The name of the Paying Agent and of its offices are set out below.

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

6. Redemption and purchase

(a) Final redemption

Unless previously redeemed as provided below, the Issuer will, in respect of the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes subject to Condition 9(b), redeem the Senior Class A Notes, the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes at their Principal Amount Outstanding on 15 November 2062 (the “Final Redemption Date”)

(b) Mandatory redemption

Provided that no Enforcement Notice has been served in accordance with Condition 10, on 15 November 2010 and on each Quarterly Payment Date thereafter, (each a “Mandatory Redemption Date”) the Issuer shall be obliged to apply the Notes Redemption Available Amount (as defined below) to redeem or partially redeem the Notes on a pro rata basis in the following order, (a) firstly, the Senior Class A Notes until fully redeemed and, thereafter, (b) the Mezzanine Class B Notes until fully redeemed and, thereafter, (c) the Junior Class C Notes until fully redeemed and, thereafter, (d) the Subordinated Class D Notes.

The principal amount so redeemable in respect of each relevant Note (each a “Principal Redemption Amount”) on the relevant Mandatory Redemption Date shall be the amount (if any) (rounded down to the nearest euro, 0.5 being rounded upwards for the Notes) of the Notes Redemption Available Amount on the Calculation Date relating to that Mandatory Redemption Date divided by the number of Notes subject to such redemption, provided always that the Principal Redemption Amount may never exceed the Principal Amount Outstanding of the relevant Note. Following application of the Principal Redemption Amount, the Principal Amount Outstanding of such Note shall be reduced accordingly.

(c) Definitions

- (i) The “Principal Amount Outstanding” on any Quarterly Calculation Date of any Note shall be the principal amount of that Note upon issue less the aggregate amount of all Principal Redemption Amounts in respect of that Note that have become due and payable prior to such Quarterly Calculation Date.
- (ii) The term “Notes Redemption Available Amount” shall mean on any Quarterly Calculation Date the aggregate amount received by the Issuer during the immediately preceding Quarterly Calculation Period:
- (a) by means of repayment and prepayment in full of principal under the Mortgage Receivables from any person, whether by set-off or otherwise, but, for the avoidance of doubt, excluding prepayment penalties, if any, less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable;
 - (b) as Net Proceeds (as defined in Condition 6(c)(iii) below) on any Mortgage Receivable to the extent such proceeds relate to principal less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable;
 - (c) in connection with a repurchase of Mortgage Receivables pursuant to the Mortgage Receivables Purchase Agreement and any other amounts received pursuant to the Mortgage Receivables Purchase Agreement to the extent such amounts relate to principal less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable;
 - (d) in connection with a sale of Mortgage Receivables pursuant to the Trust Deed to the extent such amounts relate to principal less, with respect to each Savings Mortgage Receivable, the Participation in such Savings Mortgage Receivable unless the Participation is also assigned to the purchaser of the Savings Mortgage Receivable;

- (e) as amount by which the Principal Deficiency Ledger is credited on the immediately succeeding Quarterly Payment Date in accordance with the Administration Agreement;
 - (f) as Monthly Participation Increase pursuant to the Sub-Participation Agreement; and
 - (g) as partial prepayment in respect of the Mortgage Receivables.
 - (h) after all amounts of interest and principal due in respect of the Notes, except for principal on the Subordinated Class D Notes, have been paid, any amount standing to the credit of the Reserve Account.
- (iii) The term “Net Proceeds” shall mean (a) the proceeds of a foreclosure on the mortgage right, (b) the proceeds of foreclosure on any other collateral securing the Mortgage Receivable, (c) the proceeds, if any, of collection of any insurance policies in connection with the Mortgage Receivable, including but not limited to fire insurance, (d) the proceeds of any guarantees or sureties, and (e) the proceeds of foreclosure on any other assets of the relevant debtor, after deduction of foreclosure costs.
- (iv) The term “Quarterly Calculation Date” means the 12th day of each of February, May, August and November or, if this is not a business day, the preceding business day;
- (v) The term “Quarterly Calculation Period” means a period of three calendar months commencing on, and including the first day of February, May, August and November of each year, except for the first Quarterly Calculation Period which will commence on 1 November 2000 and end on and include the last day of February 2001;
- (d) Determination of Principal Redemption Amount and Principal Amount Outstanding*
- (i) On each Quarterly Calculation Date, the Issuer shall determine (or cause the Company Administrator to determine) (X) the Principal Redemption Amount and (Y) the Principal Amount Outstanding of the relevant Note on the first day of the next following Floating Rate Interest Period. Each determination by or on behalf of the Issuer of any Principal Redemption Amount or the Principal Amount Outstanding of a Note shall in each case (in the absence of manifest error) be final and binding on all persons.
 - (ii) The Issuer will cause each determination of a Principal Redemption Amount and Principal Amount Outstanding of Notes to be notified forthwith to the Security Trustee, the Paying Agent, the Reference Agent, Euroclear, Clearstream, Luxembourg, Euronext Amsterdam Stock Market N.V. and to the holders of Notes by an advertisement in the English language in the Official Price List of Euronext Amsterdam N.V. (“Officiële Prijscurant”), but in any event no later than two business days prior to the relevant Payment Date. If no Principal Redemption Amount is due to be made on the Notes on any applicable Mandatory Redemption Date a notice to this effect will be given to the Noteholders in accordance with Condition 13.
 - (iii) If the Issuer does not at any time for any reason determine (or cause the Administrator to determine) the Principal Redemption Amount or the Principal Amount Outstanding of a Note, such Principal Redemption Amount or such Principal Amount Outstanding shall be determined by the Security Trustee in accordance with this paragraph (b) and paragraph (a) above (but based upon the information in its possession as to the Notes Redemption Available Amount) and each such determination or calculation shall be deemed to have been made by the Issuer.

(e) Optional Redemption

Unless previously redeemed in full, the Issuer may, at its option, on giving not more than 60 nor less than 30 days written notice to the Security Trustee and the Noteholders in accordance with Conditions 13, on any Mandatory Redemption Date redeem all (but not some only) Notes at their Principal Amount Outstanding on such date. In the event that on such Mandatory Redemption Date there is a Subordinated Class D Principal Shortfall or, as the case may be, a Junior Class C Principal Shortfall or, as the case may be, a Mezzanine Class B Notes Principal Shortfall, in respect of the Subordinated Class D Notes, the Junior Class C Notes or the Mezzanine Class B Notes respectively, the Issuer may, at its option, subject to Condition 9(b), partially redeem all (but not some only) Subordinated Class D Notes or, as the case may be, Junior Class C Notes or, as the case may be, Mezzanine Class B Notes at their Principal Amount Outstanding less the Subordinated Class D Principal Shortfall or, as the case may be, Junior Class C Principal Shortfall or, as the case may be, Mezzanine Class B Principal Shortfall. Following such redemption the Principal Amount Outstanding of such Subordinated Class D Notes or, as the case may be, Junior Class C Notes or, as the case may be, Mezzanine Class B Notes shall be reduced accordingly and be equal to the Subordinated Class D Principal Shortfall or, as the case may be, Junior Class C Principal Shortfall or, as the case may be, the Mezzanine Class B Principal Shortfall. The “Subordinated Class D

Principal Shortfall” shall mean the quotient of the balance on the Principal Deficiency Ledger divided by the number of Subordinated Class D Notes then outstanding on such Mandatory Redemption Date. The “Junior Class C Principal Shortfall” shall mean the quotient of the positive difference (if any) between the balance on the Principal Deficiency Ledger and the Principal Amount Outstanding of the Subordinated Class D Notes divided by the number of Junior Class C Notes then outstanding on such Mandatory Redemption Date. The “Mezzanine Class B Principal Shortfall shall mean the quotient of the positive difference (if any) between the balance on the Principal Deficiency Ledger and the Principal Amount Outstanding of the Subordinated Class D Notes and the Junior Class C Notes divided by the number of Mezzanine Class B notes then outstanding on such Mandatory Redemption Date.

(f) General

In the event of certain tax changes affecting the Notes, including in the event that the Issuer is or will be obliged to make any withholding or deduction from payments in respect of the Notes (although the Issuer will not have any obligation to pay additional amounts in respect of any such withholding or deduction), the Issuer may (but is not obliged to) redeem all (but not some only) of the Notes at their Principal Amount Outstanding together with accrued interest thereon up to and including the date of redemption, subject to and in accordance with the Conditions. No Class of Notes may be redeemed under such circumstances unless the other Classes of Notes (or such of them as are then outstanding) are also redeemed in full at the same time.

7. Taxation

All payments of, or in respect of, principal of and interest on the Notes will be made without withholding of, or deduction for, or on account of any present or future taxes, duties, assessments or charges of whatsoever nature imposed or levied by or on behalf of the Netherlands, any authority therein or thereof having power to tax unless the withholding or deduction of such taxes, duties, assessments or charges are required by law. In that event, the Issuer will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Noteholders, as the case may be, and shall not pay any additional amounts to such Noteholders.

8. Prescription

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

9. Subordination

(a) Interest

Interest on the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes shall be payable in accordance with the provisions of Conditions 4 and 6, subject to the terms of this Condition.

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

In the event that on any Quarterly Calculation Date the Issuer has insufficient funds available to it to satisfy its obligations in respect of amounts of interest due on the Junior Class C Notes on the next Annual Payment Date or, as the case may be, Quarterly Payment Date, the amount available (if any) shall be applied pro rata to the amount of the interest due on such Payment Date to the holders of the Junior Class C Notes. In the event of a shortfall, the Issuer shall credit the Junior Class C Interest Deficiency Ledger with an amount equal to the amount by which the aggregate amount of interest paid on the Junior Class C

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

In the event that on any Quarterly Calculation Date the Issuer has insufficient funds available to it to satisfy its obligations in respect of amounts of interest due on the Subordinated Class D Notes on the next Annual Payment Date or, as the case may be, Quarterly Payment Date, the amount available (if any) shall be applied pro rata to the amount of the interest due on such Payment Date to the holders of the Subordinated Class D Notes. In the event of a shortfall, the Issuer shall credit the Subordinated Class D Interest Deficiency Ledger with an amount equal to the amount by which the aggregate amount of interest paid on the Subordinated Class D Notes on any Annual Payment Date or, as the case may be, Quarterly Payment Date in accordance with this Condition falls short of the aggregate amount of interest payable on the Subordinated Class D Notes on that date for the purposes of Condition 4, but shall accrue interest as long as it remains outstanding at the rate of interest applicable to the Subordinated Class D Notes for such period, and a pro rata share of such shortfall and accrued interest thereon shall be aggregated with the amount of, and treated for the purpose of these Conditions as if it were interest due, subject to this Condition, on each Subordinated Class D Note on the next succeeding Annual Payment Date or, as the case may be, Quarterly Payment Date.

(b) Principal

Until the date on which the Principal Amount Outstanding of all Senior Class A Notes is reduced to zero, the Mezzanine Class B Noteholders will not be entitled to any repayment of principal in respect of the Mezzanine Class B Notes. If, on any Annual Payment Date or, as the case may be, Quarterly Payment Date, there is a balance on the Principal Deficiency Ledger, then notwithstanding any other provisions of these Conditions the principal amount payable on redemption of each Mezzanine Class B Note on such Annual Payment Date or, as the case may be, Quarterly Payment Date shall not exceed its Principal Amount Outstanding less the quotient of the balance on the Principal Deficiency Ledger on such Annual Payment Date or, as the case may be, Quarterly Payment Date minus the aggregate Principal Amount Outstanding on the Junior Class C Notes and the Subordinated Class D Notes, divided by the number of Mezzanine Class B Notes. The Mezzanine Class B Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Mezzanine Class B Notes after the earlier of (i) the Final Redemption Date or (ii) the date on which the Issuer no longer holds any Mortgage Receivables and there are no balances standing to the credit of the Transaction Accounts.

Until the date on which the Principal Amount Outstanding of all Senior Class A Notes is reduced to zero and the Principal Amount Outstanding of the Mezzanine Class B Notes is reduced to zero, the Junior Class C Noteholders will not be entitled to any repayment of principal in respect of the Junior Class C Notes. If, on any Annual Payment Date or, as the case may be, Quarterly Payment Date, there is a balance on the Principal Deficiency Ledger, then notwithstanding any other provisions of these Conditions the principal amount payable on redemption of each Junior Class C Note on such Annual Payment Date or, as the case may be, Quarterly Payment Date shall not exceed its Principal Amount Outstanding less the quotient of the balance on the Principal Deficiency Ledger on such Annual Payment Date or, as the case may be, Quarterly Payment Date minus the aggregate Principal Amount Outstanding on the Subordinated Class D Notes, divided by the number of the Junior Class C Notes. The Junior Class C Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Junior Class C Notes after the earlier of (i) the Final Redemption Date or (ii) the date on which the Issuer no longer holds any Mortgage Receivables and there are no balances standing to the credit of the Transaction Accounts.

Until the date on which the Principal Amount Outstanding of the Senior Class A Notes is reduced to zero, the Principal Amount Outstanding of the Mezzanine Class B Notes is reduced to zero, and the Principal Amount Outstanding of the Junior Class C Notes is reduced to zero the Subordinated Class D Noteholders will not be entitled to any repayment of principal in respect of the Subordinated Class D Notes. If, on any Annual Payment Date or, as the case may be, Quarterly Payment Date, there is a balance on the Principal Deficiency Ledger, then notwithstanding any other provisions of these Conditions the principal amount payable on redemption of each Subordinated Class D Note on such Annual Payment Date or, as the case may be, Quarterly Payment Date shall not exceed its Principal Amount Outstanding less the quotient of the balance on the Principal Deficiency Ledger on such Annual Payment Date or, as the case may be, Quarterly

Payment Date, divided by the number of Subordinated Class D Notes. The Subordinated Class D Noteholders shall have no further claim against the Issuer for the Principal Amount Outstanding on the Subordinated Class D Notes after the earlier of (i) the Final Redemption Date or (ii) the date on which the Issuer no longer holds any Mortgage Receivables and there are no balances standing to the credit of the Transaction Accounts.

(c) General

In the event that the Security in respect of the Notes and the Coupons appertaining thereto has been fully enforced and the proceeds of such enforcement, after payment of all other claims ranking under the Trust Deed in priority to the Subordinated Class D Notes or, as the case may be, Junior Class C Notes or, as the case may be, the Mezzanine Class B Notes, are insufficient to pay in full all principal and interest and other amounts whatsoever due in respect of the Subordinated Class D or, as the case may be, the Subordinated Class D Noteholders or, as the case may be, the Junior Class C Notes, or, as the case may be, the Mezzanine Class B Notes, the Junior Class C Noteholders, or, as the case may be, the Mezzanine Class B Noteholders shall have no further claim against the Issuer or the Security Trustee in respect of any such unpaid amounts.

10. Events of Default

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

- (a) default is made for a period of fifteen days or more in the payment on the due date of any amount due in respect of the Notes of the Relevant Class; or
- (b) the Issuer fails to perform any of its other obligations binding on it under the Notes of the Relevant Class, the Trust Deed, the Paying Agency Agreement or the Pledge Agreements and, except where such failure, in the reasonable opinion of the Security Trustee, is incapable of remedy, such default continues for a period of thirty days after written notice by the Security Trustee to the Issuer requiring the same to be remedied; or
- (c) if a conservatory attachment (“conservatoir beslag”) or an executory attachment (“executoriaal beslag”) on any major part of the Issuer’s assets is made and not discharged or released within a period of thirty days; or
- (d) if any order shall be made by any competent court or other authority or a resolution passed for the dissolution or winding-up of the Issuer or for the appointment of a liquidator or receiver of the Issuer or of all or substantially all of its assets; or
- (e) the Issuer makes an assignment for the benefit of, or enters into any general assignment (“akkoord”) with, its creditors; or
- (f) the Issuer files a petition for a suspension of payments (“surséance van betaling”) or for bankruptcy (“faillissement”) or is declared bankrupt.

Provided that, if Senior Class A Notes are outstanding, no Enforcement Notice may or shall be given by the Security Trustee to the Issuer in respect of the Mezzanine Class B Notes or the Junior Class C Notes or the Subordinated Class D Notes, irrespective of whether an Extraordinary Resolution is passed by the Mezzanine Class B Noteholders or the Junior Class C Noteholders or the Subordinated Class D Noteholders unless an Enforcement Notice in respect of the Senior Class A Notes has been given by the Security Trustee. In exercising its discretion as to whether or not to give an Enforcement Notice to the Issuer in respect of the Senior Class A Notes, the Security Trustee shall not be required to have regard to the interests of the Mezzanine Class B Noteholders or the Junior Class C Noteholders or the Subordinated Class D Noteholders.

11. Enforcement

- (a) At any time after the Notes of any Class become due and payable, the Security Trustee may, at its discretion and without further notice, take such steps and/or institute such proceedings as it may think fit to enforce the terms of the Deed of Surety, including the making of a demand for payment thereunder, the Trust Deed, the Pledge Agreements and the Notes, but it need not take any such proceedings unless (i) it shall have been directed by an Extraordinary Resolution of the Senior Noteholders or, if all amounts due in respect of the Senior Class A Notes have been fully paid, the Mezzanine Class B Noteholders or, if all amounts due in respect of the Senior Class A Notes and the Mezzanine Class B Notes have been fully paid, the Junior Class C Noteholders or, if all amounts due in respect of the Senior Class A Notes, the Mezzanine Class B Notes and the Junior Class C Notes have been fully paid, the Subordinated Class D Noteholders and (ii) it shall have been indemnified to its satisfaction.
- (b) No Noteholder may proceed directly against the Issuer unless the Security Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.
- (c) The Noteholders and the Security Trustee may not institute against, or join any person in instituting against, the Issuer any bankruptcy, winding-up, reorganisation, arrangement, insolvency or liquidation proceeding until the expiry of a period of at least one year after the latest maturing Note is paid in full. The Noteholders accept and agree that, apart from any recourse claims in connection with the Deed of Surety, the only remedy of the Security Trustee against the Issuer after any of the Notes have become due and payable pursuant to Condition 10 above is to enforce the Security.

12. Indemnification of the Security Trustee

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

13. Notices

With the exception of the publications of the Reference Agent in Condition 9 and of the Issuer in Condition 6, all notices to the Noteholders will only be valid if published in at least one daily newspaper of wide circulation in the Netherlands, in the Financial Times (London), or, if such newspaper shall cease to be published or timely publication therein shall not be practicable, in such newspaper as the Security Trustee shall approve having a general circulation in Europe and, as long as the Notes are listed on the Official Segment of the Stock Market of Euronext Amsterdam N.V., in the English language in the Official Price List of Euronext Amsterdam N.V. Any such notice shall be deemed to have been given on the first date of such publication.

14. Meetings of Noteholders; Modification; Consents; Waiver

- (a) The Trust Deed contains provisions for convening meetings of the Senior Class A Noteholders, the Mezzanine Class B Noteholders, the Junior Class C Noteholders and the Subordinated Class D Noteholders to consider matters affecting the interests, including the sanctioning by Extraordinary Resolution, of such Noteholders of the relevant Class of a change of any of these Conditions or any provisions of the Relevant Documents, provided that no change of certain terms by the Noteholders of any Class including the date of maturity of the Notes of the relevant Class, or a change which would have the effect of postponing any day for payment of interest in respect of such Notes, reducing or cancelling the amount of principal payable in respect of such Notes or altering the majority required to pass an Extraordinary Resolution or any alteration of the date or priority of redemption of such Notes (any such change in respect of any such class of Notes referred to below as a "Basic Terms Change") shall be effective except that, if the Security Trustee is of the opinion that such a Basic Terms Change is being proposed by the Issuer as a result of, or in order to avoid, an Event of Default, such Basic Terms Change may be sanctioned by an Extraordinary Resolution of the Noteholders of the relevant Class of Notes as described below.

A meeting as referred to above may be convened by the Issuer or by Noteholders of any Class holding not less than 10 per cent. in Principal Amount Outstanding of the Notes of such Class. The quorum for any meeting convened to consider an Extraordinary Resolution for any Class of Notes will be two-thirds of the Principal Amount Outstanding of the Notes of the relevant Class, as the case may be, and at such a meeting an Extraordinary Resolution is adopted with not less than a two-thirds

majority of the validly cast votes, except that the quorum required for an Extraordinary Resolution including the sanctioning of a Basic Terms Change shall be at least 75 per cent. of the amount of the Principal Amount Outstanding of the Notes of the relevant Class and the majority required shall be at least 75 per cent. of the validly cast votes at that Extraordinary Resolution. If at such meeting the aforesaid quorum is not represented, a second meeting of Noteholders will be held within one month, with due observance of the same formalities for convening the meeting which governed the convening of the first meeting; at such second meeting an Extraordinary Resolution is adopted with not less than a two-thirds majority of the validly cast votes, except that for an Extraordinary Resolution including a sanctioning of a Basic Terms Change the majority required shall be 75 per cent. of the validly cast votes, regardless of the Principal Amount Outstanding of the Notes of the relevant Class then represented, except if the Extraordinary Resolution relates to the removal and replacement of any or all of the managing directors of the Security Trustee, in which case at least 30 per cent. of the Notes of the relevant Class should be represented.

No Extraordinary Resolution to sanction a change which would have the effect of accelerating or increasing the maturity of the Senior Class A Notes, or any date for payment of interest thereon, increasing the amount of principal or the rate of interest payable in respect of the Senior Class A Notes shall take effect unless it shall have been sanctioned with respect to the Senior Class A Notes by an Extraordinary Resolution of the Mezzanine Class B Noteholders and/or the Junior Class C Noteholders.

An Extraordinary Resolution of the Mezzanine Class B Noteholders and/or the Junior Class C Noteholders and/or the Subordinated Class D Noteholders shall only be effective when the Security Trustee is of the opinion that it will not be materially prejudicial to the interests of the Senior Class A Noteholders and/or, as the case may be, the Mezzanine Class B Noteholders and/or, as the case may be, the Junior Class C Noteholders or it is sanctioned by an Extraordinary Resolution of the Senior Class A Noteholders and/or, as the case may be, the Mezzanine Class B Noteholders or, as the case may be, the Junior Class C Noteholders. The Trust Deed imposes no such limitations on the powers of the Senior Class A Noteholders, the exercise of which will be binding on the Mezzanine Class B Noteholders, the Junior Class C Noteholders and the Subordinated Class D Noteholders, irrespective of the effect on their interests.

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

- (b) The Security Trustee may agree, without the consent of the Noteholders, to (i) any modification of any of the provisions of the Relevant Documents which is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except if prohibited in the Relevant Documents), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Relevant Documents which is in the opinion of the Security Trustee not materially prejudicial to the interests of the Noteholders, provided that (i) the Security Trustee has notified Moody's and Fitch (ii) Moody's and Fitch have confirmed that the then current rating of the Notes will not be adversely affected by any such modification, authorisation or waiver. Any such modification, authorisation or waiver shall be binding on the Noteholders and, if the Security Trustee so requires, such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.
- (c) In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Security Trustee shall have regard to the interests of the Senior Class A Noteholders and the Mezzanine Class B Noteholders and the Junior Class C Noteholders and the Subordinated Class D Noteholders each as a Class and shall not have regard to the consequences of such exercise for individual Noteholders and the Security Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

15. Replacements of Notes and Coupons

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

16. Governing Law

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

17. Additional obligations

For as long as the Notes are listed on the Official Segment of the Stock Market of Euronext Amsterdam N.V., the Issuer will comply with the provisions set forth in Article 2.1.20 Sections a-g of Schedule B of the Rules and Regulations (“Fondsenreglement”) of Euronext Amsterdam N.V. or any amended form of the said provisions as in force at the date of the issue of the Notes.

18. THE GLOBAL NOTES

Each Class of the Notes shall be initially represented by (i) in the case of the Senior Class A Notes a Temporary Global Note in bearer form, without coupons, in the principal amount of euro 517,500,000, (ii) in the case of the Mezzanine Class B Notes a Temporary Global Note in bearer form, without coupons, in the principal amount of euro 20,000,000 (iii) in the case of the Junior Class C Notes a Temporary Global Note in bearer form, without coupons, in the principal amount of euro 12,500,000 and (iv) in the case of the Subordinated Class D Notes a Temporary Global Note in bearer form, without coupons, in the principal amount of euro 3,000,000. Each Temporary Global Note will be deposited with Société Générale Bank & Trust, Luxembourg, as common depository for Morgan Guaranty Trust Company of New York, Brussels office, as operator of Euroclear and for Clearstream, Luxembourg on or about 30 November 2000. Upon deposit of each such Temporary Global Note, Euroclear and Clearstream, Luxembourg will credit each purchaser of Notes represented by such Temporary Global Note with the principal amount of the relevant Class of Notes equal to the principal amount thereof for which it has purchased and paid. Interests in each Temporary Global Note will be exchangeable (provided certification of non-U.S. beneficial ownership by the Noteholders has been received) not earlier than 40 days after the issue date of the Notes (the "Exchange Date") for interests in a permanent global note (each a "Permanent Global Note"), in bearer form, without coupons, in the principal amount of the Notes of the relevant Class (the expression "Global Notes" meaning the Temporary Global Notes of each Class and the Permanent Global Notes of each Class and the expression "Global Note" means any of them, as the context may require). On the exchange of a Temporary Global Note for a Permanent Global Note of the relevant Class, the Permanent Global Note will remain deposited with the common depository.

The Global Notes will be transferable by delivery. Each Permanent Global Note will be exchangeable for Definitive Notes only in the circumstances described below. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note will be entitled to receive any payment made in respect of that Note in accordance with the respective rules and procedures of Euroclear or, as the case may be, Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes, which must be made by the holder of a Global Note, for so long as such Global Note is outstanding. Each person must give a certificate as to non-U.S. beneficial ownership as of the date on which the Issuer is obliged to exchange a Temporary Global Note for a Permanent Global Note, which date shall be no earlier than the Exchange Date, in order to obtain any payment due on the Notes.

For so long as any Notes are represented by a Global Note, such Notes will be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as appropriate.

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

If after the Exchange Date (i) the Notes become immediately due and payable by reason of accelerated maturity following an Event of Default, or (ii) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business and no alternative clearance system satisfactory to the Security Trustee is available, or (iii) as a result of any amendment to, or change in the laws or regulations of the Netherlands (or of any political sub-division thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration of such laws or regulations, which becomes effective on or after 30 November 2000, the Issuer or Paying Agent is or will be required to make any deduction or withholding on account of tax from any payment in respect of the Notes which would not be required were the Notes in definitive form, then the Issuer will at its sole cost and expense, issue

- (i) Senior Class A Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Senior Class A Notes;
- (ii) Mezzanine Class B Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Mezzanine Class B Notes; and

- (iii) Junior Class C Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Notes in respect of the Junior Class C Notes;
- (iv) Subordinated Class D Notes in definitive form in exchange for the whole outstanding interest in the Permanent Global Note in respect of the Subordinated Class D Notes;

in each case within 30 days of the occurrence of the relevant event, subject in each case to certification as to non-U.S. beneficial ownership.

19. TAXATION IN THE NETHERLANDS

The information given below is neither intended as tax advice nor purports to describe all of the tax considerations which may be relevant to a prospective purchaser of the Notes. Prospective purchasers are advised to acquaint themselves with the overall tax consequences of purchasing, holding and/or selling the Notes or Note Coupons.

The Issuer has been informed that under the current tax law and jurisprudence of the Netherlands:

- (A) All payments by the Issuer in respect of the Notes or Coupons can be made without withholdings or deductions for or because of, any taxes, duties or charges of any nature whatsoever that are or may be withheld or assessed by the Dutch tax authorities or any political subdivision thereof or therein. If, in the future, the withholding or deduction of such taxes, duties or charges would be required by law, the Issuer will withhold or deduct such taxes, duties or charges for the account of the Noteholders or Coupon holders and shall not pay any additional amounts to the Noteholders or Coupon holders in respect of the aforementioned withholdings or deductions.
 - (B) A holder of a Note or Coupon, who derives income from such Note or Coupon or who realises a gain on the disposal or redemption of a Note or Coupon, will not be subject to Dutch taxation on income or capital gains, unless:
 - the holder is, or is deemed to be, resident in the Netherlands; or
 - such income or gain is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in the Netherlands; or
 - the holder has a substantial interest, whether deemed or actual, in the Issuer and that substantial interest does not form part of the business assets of the holder.
 - (C) A holder of a Note or Coupon will not be subject to taxation under the Income Tax Act of 2001 (effective date: 1 January 2001), unless:
 - the holder is an individual and is, or is deemed to be, resident in the Netherlands; or
 - such Note or Coupon is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in the Netherlands; or
 - the holder has a substantial interest, whether deemed or actual, in the Issuer and that substantial interest does not form part of the business assets of the holder.
- For a brief outline of the Income Tax Act of 2001 reference is made to the Special Considerations under the heading “Reform of Income Tax Act of the Netherlands”.
- (D) There will be no Dutch gift, estate or inheritance taxes levied on the transfer of a Note or Coupon by way of gift by a holder, or upon the death of a holder, unless:
 - the holder is, or is deemed to be, resident in the Netherlands;
 - the transfer is construed as an inheritance or as a gift made by or on behalf of a person who, at the time of the gift or death, is, or is deemed to be, resident in the Netherlands; or
 - such Note or Coupon is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in the Netherlands.
 - (E) There will be no registration tax, capital transfer tax, customs duty, stamp duty, property transfer tax or any other similar tax or duty due in the Netherlands in respect of or in connection with the issue, transfer, execution, delivery and enforcement by legal proceedings of the Notes or Coupons or the performance of the Issuer’s obligations under the Relevant Documents.
 - (F) No value-added tax will be due in the Netherlands in respect of payments made in consideration for the issue of the Notes, whether in respect of payments of interest and principal or in respect of the transfer of a Note or Coupon.
 - (G) A holder of a Note or Coupon will not become, and will not be deemed to be, resident in the Netherlands by the sole virtue of holding such Note or Coupon or the execution, performance, delivery and/or enforcement of the Relevant Documents.

20. PURCHASE AND SALE

ABN AMRO Bank N.V., Bear, Stearns International Limited and Delta Lloyd Bank (the “Class A Managers”) have, pursuant to a note purchase agreement dated 27 November 2000, among the Class A Managers, the Issuer and the Seller (the “Note Purchase Agreement I”), jointly and severally agreed with the Issuer, subject to certain conditions, to purchase the Senior Class A Notes and ABN AMRO Bank N.V. and Bear, Stearns International Limited (the “Class B, C and D Managers, together with the Class A Managers the “Managers”) have pursuant to a note purchase agreement dated 27 November 2000 between the Issuer and the Class B, C and D Managers (the “Note Purchase Agreement II” and together with the Note Purchase Agreement I the “Note Purchase Agreements”) agreed with the Issuer to purchase the Mezzanine Class B Notes, the Junior Class C Notes and the Subordinated Class D Notes, at their respective issue prices. The Issuer has agreed to indemnify and reimburse the Managers against certain liabilities and expenses in connection with the issue of the Notes.

Each of the Managers has agreed that (i) it has not offered or sold and, prior to the expiration of the period of six months from the Closing Date, will not offer or sell any Notes to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of the Notes to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 (as amended) or is a person to whom such document may otherwise lawfully be issued or passed on.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the “Securities Act”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each of the Managers has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in the Republic of France and that it has not distributed or caused to be distributed and has undertaken that it will not distribute or cause to be distributed this Preliminary Offering Circular or any amendment or supplement to it or any other offering material relating to the Notes to the public in the Republic of France. The Issuer has undertaken not to offer, directly or indirectly, any Notes to the public in the Republic of France.

Each of the Managers has acknowledged that the Notes are subject to the restrictions provided in the Securities Selling Prospectus Act of the Federal Republic of Germany (Wertpapier-Verkaufsprospektgesetz) of 13 December 1990, as amended (the “Securities Selling Prospectus Act”) with respect to Euro-Securities (Euro-Wertpapiere); in particular, the Notes may not be offered in Germany by way of public promotions. Each of the Managers represents and confirms that it is aware of the fact that no German selling prospectus (Wertpapier-Verkaufsprospekt) has been or will be published in respect of the Notes and that it will comply with the Securities Selling Prospectus Act. In particular, each Manager undertakes not to engage in public offerings in the Federal Republic of Germany with respect to the Notes otherwise than in accordance with the Securities Selling Prospectus Act and any other act replacing or supplementing such Act, and all other applicable laws and regulations.

The distribution of this Offering Circular and the offering and sale of the Notes in certain jurisdictions may be restricted; persons into whose possession this Offering Circular comes are required by the Issuer and the Managers to inform themselves about and to observe any such restrictions. This Offering Circular does not constitute an offer, or an invitation to subscribe for or purchase, any Notes.

21. GENERAL INFORMATION

1. The issue of the Notes has been authorised by a resolution of the managing director of the Issuer passed on 27 November 2000.
2. The Senior Class A Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam N.V. The Senior Class A Notes will bear common code 012114460, ISINCODE XS0121144603 and Fondscode 12933.
3. The Mezzanine Class B Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam N.V. and will bear common code 012114486, ISINCODE XS0121144868 and Fondscode 12934.
4. The Junior Class C Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam N.V. and will bear common code 012114508, ISINCODE XS0121145089 and Fondscode 12935.
5. The Subordinated Class D Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and through the Securities Clearing Corporation of Euronext Amsterdam N.V. will bear common code 012114516, ISINCODE XS0121145162 and Fondscode 12936.
6. PricewaterhouseCoopers N.V. has given and has not withdrawn its written consent to the issue of this offering circular with their report included herein in the form and context in which it appears.
7. Since its incorporation, the Issuer is not involved in any legal or arbitration proceedings which may have a significant effect on the Issuer's financial position nor, so far as the Issuer is aware, are any such proceedings pending or threatened against the Issuer.
8. Copies of the following documents may be inspected at the specified offices of the Security Trustee and the Paying Agent during normal business hours within a period of 14 days after the date of this document:
 - (i) the Deed of Incorporation of the Issuer;
 - (ii) the Mortgage Receivables Purchase Agreement;
 - (iii) the Note Purchase Agreements;
 - (iv) the Paying Agency Agreement;
 - (v) the Trust Deed;
 - (vi) the Deed of Surety;
 - (vii) the Trustee Pledge Agreement I;
 - (viii) the Trustee Pledge Agreement II;
 - (ix) the Company Pledge Agreement;
 - (x) the Administration Agreement;
 - (xi) the Sub-Participation Agreement;
 - (xii) the Liquidity Facility Agreement;
 - (xiii) the Floating Rate GIC;
 - (xiv) the Swap Agreement;
 - (xv) the Beneficiary Waiver Agreement;
 - (xvi) the Master Definitions Agreement.
9. The articles of association of the Issuer are incorporated herein by reference. A free copy of the Issuer's articles of association is available at the office of the Issuer.
10. The audited financial statements of the Issuer prepared annually will be made available, free of charge, at the specified offices of the Paying Agent.

REGISTERED OFFICES

ISSUER

Arena 2000-1 B.V.
Frederik Roeskestraat 123
1076 EE Amsterdam
the Netherlands

SELLERS

Delta Lloyd Levensverzekering N.V. and Delta Lloyd Bank N.V.
Spaklerweg 4
1096 BA Amsterdam
the Netherlands

SECURITY TRUSTEE

Stichting Security Trustee Arena 2000-1
Frederik Roeskestraat 123
1076 EE Amsterdam
the Netherlands

POOL SERVICER

Stater Nederland B.V.
De Brand 40
3023 LL Amersfoort
the Netherlands

DEFAULTED LOAN SERVICER

Delta Lloyd Levensverzekering N.V.
Spaklerweg 4
1096 BA Amsterdam
the Netherlands

COMPANY ADMINISTRATOR

ATC Financial Services B.V.
Frederik Roeskestraat 123
1076 EE Amsterdam
the Netherlands

PAYING AGENT AND REFERENCE AGENT

ABN AMRO Bank N.V.
Herengracht 595
1017 CE Amsterdam
the Netherlands

LEGAL ADVISERS

Nauta Dutilh
Prinses Irenestraat 59
1077 WV Amsterdam
the Netherlands

AUDITORS

PricewaterhouseCoopers N.V.
Prins Bernhardplein 200
1097 JB Amsterdam
the Netherlands

LISTING AGENT

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam
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