

Version 1

de
nieuwe
meent

Bonds Regulation
November 2020

TABLE OF CONTENTS

INTRODUCTION	3
1.1. Introduction	3
1.2. Relevant information about the bond campaign	3
2. BOND HOLDERS	3
3. BONDS	3
4. REGISTRATION	4
5. REPAYMENT, RENEWAL AND TRANSFERABILITY	4
6. EXPENDITURE AND CANCELLATION CLAUSE	4
7. PRIVACY STATEMENT	4
8. OTHER PROVISIONS	4

**Let op! U belegt buiten AFM-toezicht. Geen vergunning-
en prospectusplicht voor deze activiteit.**



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meent



INTRODUCTION

1.1. Introduction

de Nieuwe Meent (dNM) is a housing cooperative based in Amsterdam. Our goal is to make affordable housing possible for people who want to live in a communal and sustainable way. We are currently preparing the construction of a residential complex of about 40 homes, consisting of social rent units and mid-segment units.

The total cost of the project is approximately € 6 million. More than 90% of our financing will consist of loans, funds, subsidies, donations and rental income from future residents. The largest source of financing comes from a mortgage from GLS, a German cooperative bank with extensive experience in financing cooperative housing projects.

Part of the construction is financed by issuing bonds. The bond campaign is a precondition for receiving the full mortgage from GLS. The campaign is also a sustainable and transparent form of crowdfunding, which fits well with dNM's vision.

1.2. Relevant information about the bond campaign

Repayment - The transfer of the amount of the bond by dNM to the bondholder. The money needed for this will come from our own funds, from refinancing through new fundraising campaigns and/or from refinancing by the GLS bank.

Bond (Obligatie) - Proof of participation in crowdfunding. The bond certificate represents the amount that you lent to us, the term mentioned and the related interest.

Bondholder - Natural or legal person, who is registered with the association as the owner of one or more bonds.

Register - We maintain a list containing the details of all issued bonds and their associated bondholders. We call this the register. We only use the information from the register to implement these regulations and to meet our legal obligations.

Written - A written notification may be made either by letter or by e-mail.

Wooncoöperatie de Nieuwe Meent - dNM (hereinafter: the "Association") is a legal entity in the form of an association, which will purchase, finance and manage the land and the residential building. The Association was founded on May 31, 2019 and is registered with the Chamber of Commerce under the number 74985906. The money, rights and obligations

of the crowdfunding campaign, during which bonds will be issued, fall under the Association.

Website - The Association's website can be found at www.nieuwemeent.nl. Here you will find all relevant information about the crowdfunding campaign, including a FAQ and background information about the project.

2. BOND HOLDERS

2.1 Bond holders can be both natural and legal persons (companies). When a legal entity participates, the company is the bondholder, not the contact person.

2.2 The Association maintains a bond register, containing the relevant information of the bond holders. The bondholder may always ask us what data we have stored.

2.3 The bondholder is responsible for timely notification to the Association of any changes to this information.

2.4 In the event of death, the rights of the bond will pass to the heirs. The heirs have the responsibility to inform the Association about this, whereby it is necessary that they send us proof that they are indeed the heir according to the law.

2.5 In the event of bankruptcy of the bondholder, the Association is not obliged to repay the bond early, but in consultation with the Association it is permitted to resell the bond to a third party, as referred to in Article 5.3.

3. BONDS

3.1 The bond has a nominal value of € 250 (two hundred and fifty euros) and is indivisible. The value of the bond is not claimable by the bondholder.

3.2 The bonds are issued in three terms, 5, 10 and 15 years respectively.

3.3 The bonds yield a yearly interest of 1.8% or 2.2%. Bondholders will receive their money back after the period that has been agreed with dNM. Repayment is made at the end of the indicated calendar year. Every year bondholders accumulate interest on the amount for which they purchased the bond.

3.4 The bond is subordinated to the loans provided by external financiers and falls outside the prospectus obligation and the supervision of the Financial Markets Authority (Autoriteit Financiële Markten), in accordance with the Exemption Regulation for Financial Supervision Act (Vrijstellingsregeling Wet) (§ 5.1).

3.5 Owning a bond does not entitle you to involvement in the policy of the Association.

3.6 The Association always reserves the right to refuse the purchase of bonds or to redeem them early.

4. REGISTRATION

4.1 The sale of the bonds will start on November 1, 2020 and last until December 31, 2021, or longer if deemed necessary by the Association.

4.2 You can pay online via the webshop set up for this, or transfer money to the account of the association.

4.3 You enter your name, address and email address with your payment. You will be entered into the register on the basis of this information. Upon receipt of payment, proof of entry in the register will be emailed to the bondholder in the form of a watermarked bond.

4.4 If within fourteen days after transferring the money you inform us in writing that you do not want to participate in this recruitment campaign, we will transfer the money you have transferred back to your account.

5. REPAYMENT, RENEWAL AND TRANSFERABILITY

5.1 Depending on the bond you have purchased, you can expect to receive a refund after 5, 10 or 15 years with the relevant interest added.

5.2 We may make you an offer to renew the bond during each repayment period.

5.3 Bonds are transferable. The bondholder first offers the bonds to the Association. If the Association does not purchase within 1 week after written notification, the bonds can be transferred. For this purpose, the Association offers a form in which the new purchasing party declares to have sold the bonds and gives permission for transfer to the bond register. The choice for compensation (see Article 3.3) remains valid for the acquired bond. The new bondholder will be included in the register.

5.4 In the event that the Association decides to repay the bonds earlier, the Association offers bondholders the opportunity to accept that they would like to have their bond repaid. Repayment is made at the end of the calendar year in which this is indicated by the bondholder.

6. EXPENDITURE AND CANCELLATION CLAUSE

6.1 There are different types of bonds. The differences are in repayment time, interest rates and purpose of the bonds. Some are aimed to cover project development costs during the design phase, these have better conditions because of a slightly higher risk. Others will be exclusively used for the construction of the building. The money raised with the crowdfunding will only be spent when necessary. Until then, the money will remain in the Association's account. The bondholders' money will be used exclusively for the project.

7. PRIVACY STATEMENT

7.1 When you sign up for the crowdfunding, we ask you to provide personal data. We also receive information via the bank when paying the bonds. We use this information to implement these regulations.

7.2 When you send emails or other messages to us, we may keep those messages. Sometimes we ask you for personal information that is relevant to the situation in question. This makes it possible to process and reply to your messages.

7.3 We will not combine your data with other personal data that we may have. We have taken measures to limit the number of people who can view your personal data internally to those who have a direct role in processing registrations, payments and communications.

7.4 It is possible to view, change or delete the personal information provided to us, insofar as this does not endanger the performance of the agreement. We regularly check whether we comply with this privacy policy. If you have questions or comments about this privacy policy, you can send an e-mail to crowdfunding@nieuwemeent.nl.

7.5 You can also do this if you feel that we are not handling your data properly so that we can try to find a solution together. If that fails, it is possible to file a complaint with the supervisor, the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

8. OTHER PROVISIONS

8.1 If situations arise that are not described in this brochure, the association will make a decision in the best possible way and in good conscience.

8.2 If there is a difference of opinion between the two parties regarding the implementation and / or interpretation of these regulations, the intention is to first try to mutually reach an agreement. In addition

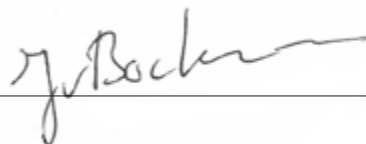
to these regulations, Dutch law is the starting point.
If that does not work, the difference of opinion will be
heard in a court that is allowed to decide on this.

Adopted by the members of the association on June
16, 2020 in Amsterdam.

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