



MM Funds

Prospectus

22 September 2022

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1. Introduction

The Funds are investment funds structured as funds for joint account. The Participations in the Funds are only available to professional investors within the meaning of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*; Wft). The Funds are managed by Aegon Investment Management B.V. (the “Fund Manager”).

The Fund Manager possesses a licence for the management of investment funds granted by the Netherlands Authority for the Financial Markets (“AFM”) pursuant to the Wft. This licence includes the following investment services: management of investment funds, individual portfolio management, advising on financial instruments and to receive and transmit orders in financial instruments.

The Funds are registered with and the Fund Manager is supervised by the AFM.

Each Fund has its own investment policy and risk profile and may invest in other - internal or external – investment institutions. This information is included in the Fund Specifications.

A complete overview of the Funds, as well as the Terms and Conditions and the Fund Specifications, is available from the Fund Manager upon request.

Important information

The Funds are tax transparent funds for joint account, or funds for joint account with the status of fiscal investment institution within the meaning of article 28(2) Vpb Act.

Participants and prospective Participants in the Funds are explicitly advised that their decision to invest in the Funds should be based exclusively on the information contained in this Prospectus, the Fund Summary and the Terms and Conditions including the Fund Specifications.

Participants and prospective Participants in the Funds are also expressly advised that an investment in the Funds entails several risks. Consequently, they should take due note of the complete content of the Terms and Conditions including the Fund Specifications, the Prospectus and the Fund Summary.

The information contained in the Prospectus is, to the extent that it could reasonably have been known to the Fund Manager and its directors, in accordance with the facts, and there are no omissions which would affect the accuracy of the Prospectus. The Fund Manager has sole responsibility for the accuracy and completeness of the information contained in the Prospectus.

The Prospectus does not constitute any offer of any financial instrument or an invitation to make an offer to buy any financial instrument other than the Participations offered, nor an offer to buy any financial instrument to a person in any jurisdiction where such is not permitted according to the regulations in force there. The issue of the Prospectus and sale on the basis thereof do not, under any circumstances, imply that the information set out in the Prospectus is still correct at a later date, on the understanding that essential information in the Prospectus will be updated as and when there is reason to do so.

With regard to all returns referred to in the Fund Summary, it should be noted that the value of your investments can fluctuate. Past performance is no guarantee for future results.

The Prospectus has been updated effective 22 September 2022 and the Prospectus is governed by Dutch law.

Complaints procedure

Participants may submit complaints regarding the Funds in writing to the Fund Manager, Aegon Investment Management B.V., c/o Europaweg 31, 9723 AS Groningen, The Netherlands.

Important warning in connection with United States of America (U.S.) regulations

Neither the Fund Manager nor any person or company affiliated with it will conduct any marketing activities aimed at contacting – or reasonably expected to result in the contacting of – current or prospective participants who are not Non-U.S. Persons within the meaning of Commodity Futures Trading Commission Rule 4.7(A)(1)(iv), or are designated as Specified U.S. Persons within the meaning of article 1 under ff of the treaty between the Netherlands and the United States regarding implementation of the American Foreign Account Tax Compliance Act (FATCA).

The (direct or indirect) holding of Participations in a Fund is subject to the (continuous) condition that each Participant and ultimate beneficial owner, if any, in the Fund

- (i) are “Non-U.S. Persons” within the meaning of the Commodity Futures Trading Commission Rules; and
- (ii) are not designated as “Specified U.S. Persons” under FATCA.

The Fund Manager will never accept, retain or invest monies for investment in the Fund which originate either directly or indirectly from sources located in the U.S.. If a Participant and/or ultimate beneficial owner does not meet, or no longer meets, the above conditions or provides insufficient information to enable the Fund Manager to assess their status, the Fund Manager will be authorised to procure the immediate cancellation of the relevant Participations by the Fund, without the cooperation or consent of the relevant Participant and/or ultimate beneficial owner. In such an event, the Fund Manager will observe the Participation redemption procedure as well as possible.

2. Objective and investment policy; risk profile

2.1 General

The objective of every Fund is to invest capital, such for the account and risk of the relevant Participants, in financial instruments, products derived from financial instruments and other assets. This investment policy and the nature of the assets in which the Fund Manager invests are determined in detail in the Fund Specifications for each Fund, prior to its launch.

To achieve the investment objective of the Fund, the Fund Manager may directly invest the Fund's assets and/or may select one or more (specialized) Third Party Investment Managers and / or Funds to manage (part of) the Fund's assets. Third Party Investment Managers and / or Funds are selected on the basis of, amongst others, the following criteria: quality of the organisation and investment team, quality of the investment process and risk management, as well as the fees charged by the Third Party Investment Manager and / or Funds for their service. The Fund Manager carefully monitors all appointed Third Party Investment Managers and / or Funds.

The return that is generated by a Fund depends on factors such as the Fund Assets in which the Fund Manager invests.

For all the Funds, the Fund Manager is charged with the management and the administration of the Fund and is, subject to the Terms and Conditions, entitled and authorised (i) to invest and to dispose of (beschikken over) any of the Fund Assets and to assume or incur Fund Obligations in the name of the Title Holder and (ii) to perform any and all other acts in its own name for the account and risk of the Participants which are reasonably necessary for or conducive to the attainment of the Investment Objectives.

Management of the Funds is also understood to include the investment policy and changing the investment policy, the lending policy, investing and doing everything related to that in the broadest sense.

2.2 Securities lending

The Fund Manager may lend equity securities for the account and risk of the relevant equity Funds. Securities lending transactions are entered into under strict conditions. These conditions are secured in a securities lending agreement with the Lending Agent who has been appointed by the Fund Manager to manage the securities lending program. In the securities lending agreement, the Fund Manager has included a range of measures to control the risks associated with securities lending.

Counterparty/credit risk will be limited by imposing strict requirements on the creditworthiness of the relevant counterparty, in which respect a limited list of permitted counterparties is used, and in addition, requesting high quality collateral from the parties to which securities are lent. In the event that a counterparty does not return the securities borrowed or does not do so within the required time frame, for any reason whatsoever, for example because the counterparty filed for bankruptcy, the lending agent has provided the Fund Manager with a borrower default guarantee which makes the relevant Fund whole (schadeloosstelling). Collateral may only be provided in the form of qualified highly rated OECD government bonds. Cash is not accepted as qualified collateral and cash reinvestments are not permitted.

The value of collateral is monitored on a daily basis and should at all times be equal or more than 105% of the value of the equities out on loan. The revenues from securities lending transactions accrue to the relevant Fund after deduction of the fee associated with securities lending for the Lending Agent. The financial statements will reflect the revenues from securities lending. A maximum of 100% of the securities portfolio of a Fund can be lent or otherwise as stated in the Fund Specifications.

2.3 Benchmarks

If applicable, the Fund Specifications mention benchmarks used for the specific funds. The Fund Manager considers the benchmarks to be in scope of the EU Benchmark Regulations (2016/1011). The benchmarks are currently not registered with the European Securities Markets Authority (ESMA). The Fund Manager will monitor the registration of the benchmarks, and if - after transitional measures have ended - the Fund Manager is not allowed to use a benchmark, the Fund Manager will stop using the benchmark and inform Participants accordingly. The EU Benchmark Regulation requires the Fund Manager to produce and maintain robust written plans setting out the actions that it would take in the event that a benchmark (as defined by the EU Benchmark Regulations) materially changes or ceases to be provided. The Fund Manager shall comply with this obligation. Further information on the plan is available upon request.

2.4 Risk factors

Investments in the Funds involves several risks. The classification of risks set out below is intended to provide an overview of the risks that may arise in relation to a Participation of the Fund. This classification is not exhaustive.

2.4.1. Market Risk

The risk resulting from developments that directly relate to the value of a company or investment institution. The value of investments may fluctuate due to changed economic, political or market conditions or due to individual business situations.

a. Interest rate risk

The risk that the market value of an investment will change as a result of changes in the absolute level of the market rate, a change in the spread between two different interest rates (called a 'basis risk'), a change in the type of yield curve or a change in any other interest rate relationship. For fixed-income products, an increase of the market rate generally has an adverse effect on the market value.

b. Currency risk

A risk that arises as a result of changes in the exchange rate between two different currencies. A currency risk arises when a fund invests in, for example, shares, bonds or derivatives denominated in a currency other than the reporting currency. Depending on the positioning, changes in the exchange rate between two currencies may have either positive or negative effects on the market value of an investment.

c. Equity risk

The risk that an investment loses value as a result of the characteristic of stock markets. These characteristics, or share prices, are influenced by several factors and developments, ranging from company-specific news to global economic trends.

d. Inflation risk

An inflation risk arises as a result of changes in inflations. Rising inflation has an adverse effect on the value of money. This affects all sorts of instruments, especially instrument with fixed coupons. This risk may be considered part of the interest rate risk and general market risk described above. However, an inflation risk may explicitly arise for Funds that actively capitalise on inflation by investing in inflation-related instruments. The extent to which this applies is stated in the Fund Specification.

e. Commodity risk

The risk that the value of an investment drops as a result of changes in commodity prices. Examples of such commodities are cotton, oil and gold. Commodity prices are influenced by factors such as politics, laws and regulations, economic developments and the climate (seasons).

f. Concentration risk

Concentration relates to the distribution and diversification within a portfolio of investments. Concentration risk may be viewed at several levels, such as the concentration of the investments in specific countries, in specific sectors or in specific institutions. Concentration risk is the risk that an investor may suffer (substantial) losses as a result of a badly diversified portfolio.

g. Country risk

Country risk relates to risks associated with transacting with, or keeping investments in, a specific country. These risks may be related, for example, to the political climate, the economic conditions in a certain country, the influence exerted by the government through laws and regulations, the tax regime, nationalisations and/or the stability of the foreign currency. A subcomponent of country risk is sovereign risk, which relates to direct investments in government securities.

2.4.2. Credit Risk

The risk that an investment loses value as a result of the characteristics of stock markets. The value of fixed income investments is affected by positive or negative developments in the credit ratings of issuing institutions (debtors). A debtor's credit rating is an estimate of the change that the interest and the amount lent will be paid in good time. The value of fixed income investments is affected by positive or negative developments in the credit ratings of debtors.

2.4.3. Liquidity Risk

The risk of losses as a result of the inability to buy or sell a position at a reasonable price or to do so in good time. Some investments, like shares of small companies or unlisted companies, cannot be traded at a reasonable price in good time. This may lead to low proceeds in the event of a forced sale.

- **Controlling liquidity risk:**

Each Fund's risk profile must be in accordance with the underlying investments and the entry and exit policies. The majority of the Funds managed by AIM invests in marketable listed financial instruments. That is why the liquidity is a consequence of the Fund's investment strategies.

Each Fund's investment strategy, liquidity profile and entry/exit are aligned to each other as participants must have the option of exiting their investments in a manner that is in accordance with the fair treatment of all participants as well as with the Fund's exit policy and obligations.

- **The Manager:**

- a) maintains a liquidity level in the Fund that is based on an assessment of the relative marketability of the underlying financial instruments in the market, with due regard for the time required for liquidation and the value at which the financial instruments can be liquidated;
- b) monitors the liquidity profile of the financial instruments of the Fund, with due regard for the contribution of the individual instruments that may have a material impact on liquidity, along with the material debts and liabilities that the Fund may have in relation to the underlying liability. For these purposes, the Manager takes account of the profile of the basis investor, including the nature of the investors and the options of exit;
- c) monitors, if the Fund invests in externally managed funds (fund-of-fund structure) or is managed by an external asset manager, the liquidity applied by the managers of those other funds. This includes performing periodic evaluations of the options of exit; and
- d) implements procedures to assess the quantitative and qualitative risks of the proposed investments having a material impact on the Fund's liquidity.

In addition, reference is made to Section 3.2 of the Prospectus, which states that the redemption of Participations or the repayment of Participation rights may be suspended in the interest of the Participants. The redemption of Participations and repayment of Participations are suspended if, at the Fund Manager's sole discretion, a special

circumstance occurs. Such a special circumstance may also be that, at the Fund Manager's sole discretion, the liquidity of the relevant Fund does not allow such a redemption.

2.4.4. Counterparty Risk

An issuing institution or other counterparty may default on performing its obligations to the Fund in full or in part. This risk is limited by carefully selecting counterparties with sufficient creditworthiness.

2.4.5. Operational Risk

The risk of losses as a result of inadequate or failing internal processes, controls, people or systems, or as a result of external events. This risk includes (but is not limited to): business risk, legal and compliance risk, tax risk, fraud risk, the risk that the company is not supervised adequately or at all, process and accounting risk, systemic risk, staffing risk and facility risk.

2.4.6. Leverage Risk

Leverage, or leveraged financing, is any method that the Manager uses to expand a Fund's position ('exposure') by borrowing money or securities, derivative contracts forming a leverage or in any other manner. The Funds - directly or indirectly - invest in securities in particular, such as shares, bonds and money market instruments that do not create any leverage. Derivative instruments ('derivatives') may be used, however, to achieve the objective, to hedge risks and for efficient portfolio management. Derivatives are complex instruments, whose value is determined by various factors. Only minor movements of the value of the security to which a derivative relates may cause the value of the derivative to rise or fall significantly. The use of derivatives may also involve leverage, which increases the Fund's sensitivity to market fluctuations. Reuse of the securities obtained in connection with derivatives and securities lending may lead to leverage as well. The leverage is calculated on the basis of the AIFM Directive (Directive 2011/61/EU of the European Parliament). When calculating the degree of an Fund's exposure to leveraged financing, a distinction must be made between a calculation of exposure based on the gross method and the method based on commitments made, in accordance with Article 7 and Article 8, respectively, of the Delegated Regulation of 19 December 2012 supplementing the AIFM Directive. Leverage based on commitments made should be calculated as follows: adding up all exposures of the individual investments including derivatives in the Fund, in which opposite exposures (for some positions) may be settled against each other, divided by the Fund's Net Asset Value. The leverage presented in the Fund Specification is this leverage ratio calculated on the basis of the AIFM Directive less 1, which reflects the net increase of the Fund's exposure by the use of leverage. The gross method renders a Fund's total exposure to leveraged financing, whereas the method of commitments made gives insight into the hedging and netting techniques used by the Manager. According to the method based on commitments made, financial derivatives in similar positions must be converted into the underlying assets. If, for example, an investment is made in index futures and there is a cash position that is equal to the total underlying market value of the futures, this factually corresponds to a direct investment in the shares included in the index, and the index future is not included in a calculation of exposure based on commitments made by the Fund.

The Fund Specifications state to what extent leveraged financing based on this method is permitted for each Fund.

Leveraged financing will not result in a negative Participation value or a margin call, unless stated otherwise in the Fund Specifications.

2.4.7. Other Risk

a. Securities lending risk

Securities lending is the lending of a share, bond or derivative to another investor or company. The risk associated with securities lending is the risk that the counterparty does not return the financial instruments borrowed or does not do so in good time. This risk will be limited as much as possible by, on the one hand, imposing strict requirements on the creditworthiness of the relevant counterparty, in which respect a limited list of permitted counterparties is used, and,

on the other hand, requesting collateral from the parties to which financial instruments are lent. This collateral may take the form of cash, bonds with a credit rating higher than the securities lent, or a 'letter of credit'.

b. (Reverse) Repo risk

The risk associated with repo transactions is the risk that the counterparty does not return the securities ("collateral") or does not do so in good time. In such a situation, the risk exists that the value of the collateral has changed relative to the cash component. This risk will be limited as much as possible by imposing strict requirements on the creditworthiness of the relevant counterparty as well as the collateral. In addition, the duration of the trade is limited. Finally, to build in a buffer a haircut will be applied to the collateral (overcollateralization), the size of which is based on the type and rating of the collateral.

c. Custody risk

The risk of losses in assets deposited for safe custody, as a result of insolvency, negligence or fraudulent conduct of the Depositary.

d. Risk of suspension of redemption and issue

Under certain circumstances, as set out in the Terms and Conditions, the issue and redemption of Participations may be suspended. Participants run the risk of not always being able to buy or sell Participations at short notice.

e. Risk of changes to fiscal laws and regulations

Because certain countries may have tax regimes that are unclear or subject to changes in interpretation or legislation (which may or may not apply retroactively), the Fund may be subject to additional taxes that, on the date of the Prospectus or when the investments were made, valued or sold, were not anticipated.

2.5 Further information

Please refer to the relevant Fund Specification and the Fund's Annual Accounts for a further description of a Fund's risk management, risk profile and the extent to which the risks listed apply to the Funds. The Fund Specifications also rank the risks and factors that may affect the value of the investment in order of importance.

No guarantees are given that the investment objectives will be achieved. The Net Asset Value of each Fund may rise or fall.

3. Participation in the Funds

3.1 Open end investment fund

Each Fund is in principle structured as an open-end investment fund. The Net Asset Value of each Fund will be decisive for the price of the Participations in the Fund.

The frequency of issue and redemption of Participations in a Fund is determined in the Terms and Conditions and the relevant Fund Specification.

3.2 Costs related to subscription and redemption of Participations

The subscription and redemption price of a Participation in a specific Fund is equal to the Net Asset Value per Participation as at the relevant Valuation Date.

The value of a Participation in a specific Fund is equal to the Net Asset Value of that Fund divided by the number of Participation in that Fund that are outstanding at the valuation date.

Costs (including but not limited to fees, taxes and expenses) may be charged or a swing factor may be applied in relation to a subscribing or redeeming Participant by the Fund in respect of the issue and/or redemption of Participations for the benefit of the Fund. The mark-up, mark-down or the swing factor is specified in the Fund Specification of the specific Fund as the Redemption Fee and Subscription Fee.

3.3 Participation market

The Funds are not listed on a regulated market or any other regulated, regularly functioning, recognised open market. Participation in the Funds is not subject to any minimum or maximum amount, without prejudice to the other conditions for participation in the Funds described in Section 3.7 and 3.8 of the Prospectus.

3.4 Participation

A request for participation in the Funds will be addressed to the Fund Manager of the Funds.

3.5 Suspension of issue and redemption of Participations

Tax transparent Funds

At the request of the Participants, Participations will be redeemed by the Fund out of the assets with due observance of the frequency of entry/exit. The redemption of Participations may be limited to a maximum of ten percent of the Net Asset Value on the Valuation Date on which the Participations are requested to be redeemed if this, in the reasonable opinion of the Fund Manager and Title Holder, is dictated by the interests of all Participants. The redemption may furthermore be suspended if such suspension is justified by a special circumstance. Such a special circumstance may be a situation in which the transfer of funds realised from the sale of Fund Assets cannot, in the sole opinion of the Fund Manager, be effected at normal rates of exchange. Such a special circumstance may also be that the Fund Manager has suspended the determination of the Net Asset Value of the Fund Assets.

Non-tax transparent Funds

At the request of the Participants, Participations will be redeemed by the Fund out of the assets with due observance of the frequency of entry/exit. The redemption of Participations cannot be fully guaranteed. The Fund Manager may at its sole discretion decide to suspend and/or limit the redemption of Participations if in the Fund Manager's reasonable opinion the redemption would not be in the interest of the Participants in the Fund. The Fund Manager shall promptly notify the Participants of such decision providing further clarification. When a Participant has to wait more than 12 months before a redemption request can be fulfilled, a liquidity plan is set up.

3.6 Key features of Participations

The Participations in the Funds are registered Participations for which no certificates are issued, and have the features as referred to in the Fund Terms and Conditions. The Fund Terms and Conditions describe how communications are made to Participants.

3.7 Entry of participants and tax status reporting

If the Fund has the status of fiscal investment institution within the meaning of article 28 of the Vpb Act, (i) no individual may hold a direct or indirect interest of 25% or more in the Fund; (ii) no single entity that is subject to tax on its profits (or whose profits are subject to tax at the level of its investors/beneficiaries) may, together with related entities, own 45% or more of the Fund's Participations; and (iii) no Dutch resident entity may hold an interest of 25% or more in the Fund through a foreign (i.e. non-Dutch) fund for joint account or through a foreign entity with a capital divided into shares.

In connection with international regulations to improve tax compliance (so-called "Common Reporting Standard"), FATCA and in order to safeguard the tax status of a fiscal investment institution, each Participant must inform the Fund Manager of its tax status, tax residence and actual place of residence before entering a Fund.

The Fund Manager may take measures if the status of fiscal investment institution might be jeopardised by any entry or exit.

3.8 FATCA regulations

By virtue of the requirements under FATCA and the "Dodd-Frank" regulations, the Funds are not open to Participants (including any ultimate beneficial owners) who

- (i) are not Non-U.S. Persons within the meaning of Commodity Futures Trading Commission Rule 4.7(A)(1)(iv), or
- (ii) are designated as Specified U.S. Persons within the meaning of article 1 under ff of the treaty between the Netherlands and the United States regarding implementation of FATCA.

The Fund Manager is authorised at all times to ask Participants to provide information with a view to determining (or redetermining) their status (as well as that of any ultimate beneficial owners) under the regulations mentioned. If the Fund Manager is of the reasonable opinion that a Participant and/or any ultimate beneficial owner can reasonably be deemed not to meet or to no longer meet one or more of the aforementioned conditions, the Fund Manager will proceed to redeem the Participations in accordance with this Prospectus and the Terms and Conditions. The consent of the Participant is not required for this. In this process, the redemption price will be reduced by a mark-down, in accordance with the Prospectus.

4. Structure

4.1 The Fund Manager

The Funds are managed by Aegon Investment Management B.V., a wholly-owned subsidiary of Aegon Asset Management Holding B.V. The Fund Manager is a private limited liability company with its registered office in The Hague and its head office at Aegonplein 50, 2591 TV The Hague. The Fund Manager was incorporated on 6 November 1968. It is registered in the Trade Register of The Hague, under number 27075825.

The Fund Manager's day-to-day policy is determined by the directors:

- B. Bakker
- R. Santokhi
- O. van den Heuvel

The financial year of the Fund Manager coincides with the calendar year. Annually, within four months after the end of the financial year of the Funds, the Fund Manager draws up financial statements, comprising a balance sheet and income statement with explanatory notes, in accordance with generally accepted standards and the applicable laws.

4.2 The Title Holder

The Title Holder in relation to the Funds is either Aegon Custody B.V. or a foundation.

AEGON Custody B.V. is also a wholly-owned subsidiary of Aegon Asset Management holding B.V. This Title Holder was incorporated on 25 April 1991. AEGON Custody B.V. is a private limited liability company with its registered office at Aegonplein 50, 2591 TV The Hague. It is registered in the trade register of The Hague under number 27134727.

AEGON Custody B.V.'s day-to-day policy is determined by its management board, Aegon Investment Management B.V.

For certain Funds a foundation is the Title Holder, each of these Funds having a separate foundation as Title Holder. The management board of each foundation is Aegon Investment Management B.V.. Please refer to the relevant Fund Specification for a further description of the Title Holder.

The Title Holder holds the Fund Assets of the Funds in its own name but for the account and risk of the Funds.

4.3 The Depositary entity

The Fund Manager has appointed Citibank Europe Plc Netherlands Branch as Depositary of the Fund. The Depositary shall be responsible for the supervision of the Fund to the extent required by and in accordance with the applicable law. The Fund and the Netherlands branch of Citibank Europe Plc have concluded a depositary services agreement.

Key duties

The Depositary shall hold in custody all financial instruments that can be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary. The Depositary has appointed Citibank N.A. London branch to provide the custody services. The Depositary shall ensure that all those financial instruments are registered within segregated accounts, opened in the name of the Fund, so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times.

For any assets other than financial instruments, the Depositary shall verify the ownership of the Fund of such assets and shall maintain an up-to-date records of those assets.

In addition, the duties which the Depositary will perform in the context of its function are:

- ensuring that the sale, issue, redemption and the valuation of Participations is carried out in accordance with the Terms and Conditions, and applicable law;
- monitoring and verifying the Fund's cash flows, including payments of accessing and exiting participants;

- controlling whether the (net asset) value of the Fund is determined properly, periodically determine whether the procedures for determining the Net Asset Value are followed and ensuring that in transactions involving Fund Assets, any consideration is remitted to the relevant Fund within the usual time limits;
- ensuring that the Fund's income is applied in accordance with the Terms and Conditions and applicable law; and carrying out instructions from the Fund Manager, unless they conflict with the Terms and Conditions or the applicable law.

Background of the Depositary

The Depositary is a public limited company with registered number 132781 domiciled in Ireland whose registered office is at 1 North Wall Quay, Dublin 1. The Depositary's principal place of business in Great Britain is a Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB. The Netherlands branch of the depositary is located at Schiphol Boulevard 257, 1118 BH Schiphol, the Netherlands.

The principal business activity of the Depositary is acting as depositary of collective investment schemes.

The Depositary is authorised by the Central Bank of Ireland as a depositary but in respect of its services as a depositary in Great Britain, the Depositary is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.

4.4 The Fund Accounting Service Provider

The Fund Manager has engaged the Fund Accounting Service Provider to provide certain financial, accounting, administrative and other services to the Fund. The Fund Accounting Service Provider provides, subject to the overall direction of the Fund Manager, administrative services and registrar services.

Pursuant to a fund administration agreement dated 2 December 2013 between among other parties the Fund Manager and the Fund Accounting Service Provider, to which the Fund has been added as a service recipient, the Fund Accounting Service Provider will inter alia execute the following matters under the general supervision and overall responsibility of the Fund Manager:

- the general administration of the Fund Assets;
- the daily calculation of the Net Asset Value of the Fund and the Net Asset Value per Participation;
- the provision of information to the Fund Manager to enable the Fund Manager to comply with regulatory reporting obligations; and
- the provision of information to the Fund Manager for the composition of the semi-annual and Annual Accounts.

The Fund Accounting Service Provider will not provide any investment advisory or management service and therefore will not be in any way responsible for the Fund's performance.

4.5 Delegation and conflicts of interest

No tasks are delegated to entities whose interests may conflict with the interests of the Fund Manager or the Fund Manager's clients. Every entity to which tasks have been delegated is required to disclose potential conflicts of interest prior to the execution of its tasks and to then wait for the Fund Manager to consent to the execution of these tasks.

For the purpose of the (portfolio) management of the Funds, the Fund Manager has delegated certain duties to external parties. Upon request by a (potential) Participant in a specific Fund the Fund Manager will provide a list of the external parties providing portfolio management services for the relevant Fund(s).

5. Tax aspects

5.1 General

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to acquire, hold or dispose of a Participation, and does not purport to deal with the tax consequences applicable to all categories of investors. This summary cannot be considered as individual tax advice.

Investors are advised to consult their professional advisors as to the tax consequences of acquisition, ownership and disposal of a Participation.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

5.2 Dutch taxation of Funds

From a tax perspective, there are two types of Funds:

- (i) a tax-transparent Fund, not subject to corporate income tax and
- (ii) a Fund that is subject to corporate income tax.

The Fund Specifications will indicate the tax status of the relevant Fund. Below, you will find a description of the tax features of these Funds.

Tax-transparent funds

Dutch corporate income tax and dividend withholding tax

The Fund is a tax transparent fund for joint account and is not liable to corporate income tax in the Netherlands nor needs to withhold Dutch dividend withholding tax on distributions made by it. Any income (including capital gains) that the Fund generates with the Fund's assets are allocated – for Dutch (corporate) income tax and dividend withholding tax purposes – directly to the Participants in the Fund in proportion to their participation.

Funds subject to corporate income tax

Dutch Corporate income tax and dividend withholding tax

The Fund has the status of fund for joint account within the meaning of article 2(3) Vpb Act and also qualifies as an investment institution within the meaning of article 28 Vpb Act (fiscal investment institution). As a fiscal investment institution, a Fund is subject to corporate income tax at a rate of 0%.

Distributions made by the Fund to the Participants are generally subject to Dutch dividend withholding tax at a rate of 15%, unless reduced on the basis of a double tax treaty. However, as fiscal investment institution, the Fund is entitled to the so-called remittance reduction of article 11a Dividend Tax Act 1965 (Wet op de dividendbelasting 1965). As fiscal investment institution the Fund may, under certain circumstances, apply a discount on the dividend tax that must be paid to the tax authorities. The amount of the remittance reduction depends on the amount Dutch dividend withholding tax that was withheld by the Fund, and the foreign withholding tax that was withheld from the Fund (up to a maximum rate of 15%). To the extent that the remittance is related to foreign withholding tax, the use is limited to the extent Dutch legal entities that are exempt from corporate income tax participate in the Fund, and to the extent that foreign entities participate in the Fund that are entitled to a refund or reduction of Dutch dividend tax on the basis of Dutch law or a double tax treaty.

A fiscal investment institutions should comply with a number of requirements on a continuous basis. Should a fiscal investment institution not, or no longer, comply with these requirements, then it may lose its status as fiscal

investment institution, possibly with retroactive effect. Below we set out a non-exhaustive summary description of these requirements.

A requirement is that the annual taxable profit (profit as determined according to relevant tax law) must be distributed to the Participants within eight months after the end of the financial year (distribution requirement). The taxable profit can be influenced by what is known as the reinvestment reserve that the Fund can establish. In short, the reinvestment reserve ensures that part of the capital gains do not need to be distributed. Another requirement is that: (i) no individual may hold a direct or indirect interest of 25% or more in the Fund; (ii) no single entity that is subject to tax on its profits (or whose profits are subject to tax at the level of its investors/beneficiaries) may, together with related entities, own 45% or more of the Fund's Participations; and (iii) no Dutch resident entity may hold an interest of 25% or more in the Fund through a foreign (i.e. non-Dutch) fund for joint account or through a foreign entity with a capital divided into shares.

5.3 Dutch taxation of Participants

General

It is generally held that income derived through a transparent entity, such as a Fund that is tax transparent, will keep its original source for Dutch (corporate) income tax purposes. This means that any income and any capital gain derived by a tax transparent Fund in respect of the Fund Assets, will be allocated to a holder of a Participation in proportion to his participation in the Fund. To the extent income is derived from a Fund that is tax transparent, where in the summary below reference is made to income derived from a Participation in the Fund, you should read *mutatis mutandis* income derived in respect of the Fund Assets.

This summary does not address the Dutch tax consequences of:

- A Participant that has a substantial interest within the meaning of chapter 4 of the Dutch Income Tax Act (Wet inkomstenbelasting 2001) (generally, an interest of 5% or more) in the Fund nor, where it relates to in an investment in a Fund that is tax transparent, in an entity in which the Fund has invested;
- pension funds, exempt investment institutions or other entities that are exempt from Dutch corporate income tax; and
- persons to whom the Participants and the income from the Participations are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act and the Dutch Gift and Inheritance Tax Act (Successiewet 1956).

Residents of the Netherlands

A Participant which is, or is deemed to be, resident of the Netherlands for Dutch corporate income tax purposes will generally be subject to corporate income tax in the Netherlands in respect any income (including capital gains) derived from such Participation at rates up to 25%.

An individual holding a Participation who is, is deemed to be, or has elected to be treated as, resident in the Netherlands for Dutch income tax purposes is subject to income tax in the Netherlands in respect any income (including capital gains) derived from such Participation at rates up to 49.50%, if:

- the holder has an enterprise or an interest in an enterprise to which the Participation is attributable; or
- the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Dutch Income Tax Act, including - without limitation - activities with respect to the Participation that exceed normal asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, such individual will be subject to income tax in the Netherlands at a rate of 30% on the basis of a deemed return, regardless of any actual income or capital gain derived from a Participation. For the year 2020, the deemed return ranges between 1.789% and 5.28%.

Non-residents of the Netherlands

A Participant which is not, is not deemed to be, and - in case the holder is an individual - has not elected to be treated as, resident in the Netherlands for Dutch tax purposes, will not be subject to (corporate) income tax in the Netherlands on any income (including capital gains) derived from a Participation unless:

- such income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in the Netherlands or carried on through a permanent establishment (vaste inrichting) or permanent representative (vaste vertegenwoordiger) in the Netherlands; or
- the holder is an individual and such income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Dutch Income Tax Act, including - without limitation - activities with respect to the Participation that exceed normal asset management.

Value Added Tax

The issue or redemption of a Participation, and payments under a Participation, should generally not be subject to value added tax in the Netherlands.

Other Taxes

The subscription, issue, placement, allotment, delivery or redemption of a Participation should generally not be subject to registration tax, stamp duty or any other similar tax or duty payable in the Netherlands. However, Dutch real estate transfer tax may be payable in case the Fund would qualify as real estate company within the meaning of the legal transaction tax act (*Wet op Belastingen Rechtsverkeer 1970*).

Residence

A Participant should not be, or deemed to be, resident in the Netherlands for Dutch tax purposes and, subject to the exceptions set out above, should not otherwise be subject to Dutch taxation, by reason only of the acquisition, holding or disposal of a Participation.

6. Valuation of the Funds

The Fund Manager follows a consistent valuation policy, which is recorded in the valuation manual. The Net Asset Value of a Fund is determined per Participation in euros to five decimal places.

The following valuation principles apply to the determination of the Net Asset Value of a Fund:

- Unless stated otherwise in the Terms and Conditions, the Fund Assets and Fund Obligations are valued at nominal value and the amounts are stated in Euro. Amounts expressed in currencies other than the Euro shall be converted at the exchange rates at 4 p.m. London time on the Valuation Date.
- Publicly listed securities shall be valued at the closing rates on the Valuation Date, or, if there has been no quotation on the Valuation Date, at the closing rates of the most recent Business Day. Securities regularly listed on a stock exchange shall be valued at the most recent price delivered by reputable data vendors.
- Non-listed securities shall be valued by the valuation committee of the Fund Manager, whereby it shall use the value it has received from the relevant issuing institution if such value is not made available to the Fund Manager, the valuation committee will make its own assessment of the current value of the non-listed securities. The assessment of such current value shall be based on reasonable and customary methods.
- Loans against IOU (leningen op schuldbekentenis) shall be valued at market value, calculated at the discounted cash flow at the current interest term structure (contante waarde van de toekomstige kasstromen volgens de actuele rentetermijnstructuur), taking into account the risk profile of the loans.
- In addition to the value of the securities portfolio and the cash situation, dividend receivables, interest payments, redemption payments and other future income, costs and proceeds connected to hedging of currency risks and other incurred costs and costs that will be incurred and other expenditures, including reasonable and customary provisions, will be taken into account in the valuation of the Fund Assets as well.
- The Fund Manager (via its valuation committee) may for the purpose of valuation of the non-listed securities rely on the information received from the issuing entities as set out above, unless it has valid reasons to deviate from the valuation policies applied. The Fund Manager nor the Title Holder shall be liable towards Participant for any loss suffered by any of them in connection with a misrepresentation, inaccuracy or negligence by or on behalf of the issuing entities. In the event that a Participant suffered such loss, the Fund Manager may, at its sole discretion, use its commercially reasonable efforts to re-claim compensation from the relevant issuing entity for the benefit of the relevant Participant.
- If an adjustment of the Net Asset Value is required after a Valuation Date in the event that the information which is needed to determine the Net Asset Value was available but not taken into account (irrespective of the reasons for this), the Fund Manager may, with retro-active effect, procure the amendment by the Title Holder of the number of Participations issued respectively redeemed on the basis of the recalculated Net Asset Value per Participation, but only if the deviation is material to be determined by the Fund Manager at its sole discretion.
- The reasonable decision of the Fund Manager regarding the Net Asset Value, including the determination whether a method of valuation fairly indicates fair market value, and the selection of experts for purposes of assessing the value of the Fund Assets and the Fund Obligations, shall be conclusive and binding upon all Participants.

7. Costs and fees

7.1 Subscription Fee and Redemption Fee

Costs (a Subscription Fee or Redemption Fee) may be charged to a subscribing or redeeming Participant by the Fund in respect of the issue and/or redemption of Participations for the benefit of the Fund. The issue and redemption prices of Participations in a specific Fund may be increased by a mark-up or swing factor, or decreased by a mark-down or swing factor, respectively, in relation to their value.

The mark-up, mark-down or swing factor serves to cover transaction costs charged within the Fund. These transaction costs consist of payments for, for example, brokerage costs, settlement costs and compensation for currency translation differences. Periodically, the Fund Manager determines the Subscription Fee and Redemption Fee on the basis of actual costs. The Fund Specifications lists the mark-up and mark-down or swing factor for each (participation class of a) Fund.

Subscription Fee and Redemption Fee on the basis of a mark-up/mark-down

If the Subscription Fee and Redemption Fee takes place on the basis of a mark-up or mark-down, the transaction costs in relation to the subscription and redemption of a Participation in a certain Fund equals the value of the Participation, plus a mark-up or mark-down (as specified in the relevant Fund Specification) in order to cover costs. The Fund Manager may decide that in special circumstances, taking into account the interests of the Participants, at the sole discretion of the Fund Manager, the mark-up or mark-down will not, either fully or partly, be charged.

The value of a Participation in a certain Fund is equal to the value of that Fund, divided by the total number of Participations as issued at the date of determination.

Subscription Fee and Redemption Fee on the basis of swing pricing

In case of swing pricing, the Subscription Fee and Redemption Fee of a Participation will be set off against the Net Asset Value per Participation plus a “swing factor”: the so-called transaction price. If the Fund issues more Participations than it purchases on a Business Day – which results in a “net subscription” to the Fund – the transaction price for all subscribing and redeeming participants is equal to the Net Asset Value per Participations plus a swing factor. If the Fund redeems more Participations than it issues on a Trading Day – which results in a “net redemption” from the Fund – the purchase price for all subscribing and redeeming participants is equal to the Net Asset Value per Participations minus a swing factor. The swing factor used for investors subscribing and redeeming, will be for the benefit of the Fund. The current swing factors (mark-up and mark-down) are mentioned in the Fund Specification.

Examples swing factor:

Swing factor:	0,2%
Net Asset Value per Participation:	€ 100
Total value of Fund:	€ 100 mio

Example 1:

Subscribing Participants:	€ 5 mio
Redeeming Participants:	€ 4 mio
Net subscribing Participants:	€ 1 mio

The Net Asset Value will be adjusted upwards because, on balance, there is a net subscription to the Fund: $€ 100 + € 100 * 0,2\% = € 100,20$ (= transaction price). All subscriptions and redemptions of the Fund will be settled at this price.

Example 2:

Subscribing Participants:	€ 2 mio
Redeeming Participants:	€ 6 mio
Net subscribing redeeming Participants	€ 4 mio

The Net Asset Value will be adjusted downwards because, on balance, there is a net redemption from the Fund: € 100 - € 100*0,2% = € 99,80 (= transaction price). All subscriptions and redemptions of the Fund will be settled at this price.

Please note that, in line with the Terms and Conditions, even if the Fund Specifications include a Subscription Fee and Redemption Fee as a fixed percentage, the Fund Manager is, at its sole discretion, authorised to charge the actual costs in respect of the issue or redemption of Participations or waive (part of) these costs instead.

7.2 Costs borne by Funds

A detailed overview of the various cost items is included in the Fund Specifications.

- **Fee for the Fund Manager**

The fee for the Fund Manager will be charged to each individual Participant, unless the Fund Specification provides otherwise.

In either case the fee level for the fee for the Fund Manager may vary. The fee level is based on the outcome of commercial negotiations with each Participant. The fee level depends on factors such as the market conditions at the time of entry; the size of the assets under management with the Fund Manager, the engagement by the Participant of certain fiduciary or investment managers and other circumstances deemed relevant can be taken into account by the Fund Manager.

- **Costs ensuing from external asset managers**

The Fund Manager may outsource asset management to Third Party Investment Managers. If the Fund Manager decides to do so, the costs related to Third Party Investment Managers will be borne by the Fund.

- **Service fee**

The Fund Manager charges the Funds a service fee. The service fee serves as compensation for costs such as audit fees, legal and consultants fees, accounting and bank costs, supervisory costs, other fees (minor expenses, not management- or performance fee, nor depositary or custody fees). The service fee is excluding VAT.

The service fee is determined as a fixed percentage on an annual basis per Fund per year. The service fee is charged to the relevant Fund each day on the basis of the net asset value of the Fund Assets at the end of the preceding Valuation Date. The amount of the service fee may differ for each Fund and is stated in the Fund Specification.

The service fee is reviewed annually and, if applicable, any amendment will take place in line with the Fund terms and conditions.

7.3 Ongoing Charges of the Funds (Ongoing Charges Figure)

The Fund's Annual Account states the ongoing charges (Ongoing Charges Figure, hereinafter: OCF).

The OCF includes all costs charged to the Fund during the reporting period, with the exception of costs related to subscription and redemption of Participations of the Fund, costs from fee sharing agreements, any performance fees, investment transaction costs and interest charges on bank accounts.

A Fund may also invest in other underlying funds. The calculation of the OCF also includes the ongoing charges for these underlying investment funds.

The OCFs of the Funds are made available in the Fund Summary on the Website and may be requested from the Fund Manager. The OCF is calculated by dividing the total costs by the average Net Asset Value of the Fund.

8. Reporting and other information

The financial year of the Funds coincides with the calendar year.

Annually, within six months after the end of the financial year of the Funds, the Fund Manager draws up financial statements, comprising a balance sheet and income statement with explanatory notes, in accordance with generally accepted standards. The Annual Accounts will include a description of the risk profile and risk management of the Funds.

The Fund Manager shall send a copy of the Annual Accounts, audited by the Auditor, to each Participant. Adoption of the Annual Accounts requires the prior approval of the Meeting of Participants.

Meetings of Participants are held as often as the Fund Manager considers this to be in the interest of the Participants. The Fund Manager must convene a Meeting of Participants if one or more Participants owning together at least 25% of the outstanding Participations requests the Fund Manager to do so.

Fund Summary

The following information with regards to the MM Funds is made available by the Fund Manager periodically (in the monthly Fund Summary) and / or in the Prospectus (which includes the Fund terms and conditions and the Fund Specifications) on its website:

- 1) the total value of investments;
- 2) an overview of the composition of the investments;
- 3) the risk profile;
- 4) the ongoing charges figure;
- 5) the maximum level of leverage;
- 6) the total amount of leverage employed;
- 7) any right of the reuse of collateral or any guarantee granted under the leveraging agreement, if applicable;
- 8) the percentage of assets for which special rules apply on account of their illiquid nature, if applicable; and
- 9) any new rules for the management of the Fund's liquidity, if applicable.

9. Affiliated Parties

The Fund Manager and the Title Holder may conclude agreements with Affiliated Parties, including but not limited to those in Appendix III.

This includes, but is not limited to, entering into transactions with related investment institutions. These transactions are executed at arm's length conditions. Charged to the Fund Assets, investments can be made with Affiliated Parties of the Fund Manager and/or the Title Holder, or fees can be arranged with the same, but only at arm's length rates.

Transactions taking place with Affiliated Parties outside a regulated market will always be based on an independent valuation of the price of similar transactions.

10. Dividend policy

Tax transparent Funds

All revenue that a Fund generates with the Fund's assets will be reinvested as there are no tax or other obligations at the level of the Fund.

Non-tax transparent Funds (fiscal investment institution status)

Within eight months after the end of the financial year, the Funds that qualify as fiscal investment institutions will distribute the profit available for distribution to the Participants in the form of dividend in order to comply with the requirements imposed within the meaning of article 28 of the Vpb Act. The dividend payment by the Funds will, in principle, be made in cash, possibly after deduction of dividend tax.

The release for payment of dividend to Participants in the Funds, the composition of the distributions to Participants in the Funds and the manner of payment will be communicated to the address of each Participant.

11. Exercise of voting rights and responsible investing

The Fund Manager is exercising the voting rights, in line with the European Proxy Voting Summary Guidelines as developed by ISS. For companies listed in the Netherlands, the Fund Manager will also assess the voting themselves and will use the Dutch Corporate Governance Code as a reference.

Based on the voting policy of the Fund Manager, voting rights will be exercised for European listed companies.

The Fund Manager will ensure that the voting rights attached to the stock/equities in which investments are made will be exercised. When exercising voting rights, the Fund Manager will consider the matter in a manner that satisfies the Participants' interests to the greatest extent possible. If stock/equities have been lent, the Fund Manager cannot use the voting rights. If, in the Fund Manager's opinion, items are on the agenda or other circumstances exist that are highly relevant to the company concerned and its stakeholders, the Fund Manager will seek to ensure that the relevant stock/equities are not lent when the Fund Manager wishes to actively vote at a (general) meeting scheduled by the company. Investments managed by the Fund Manager are subject to the responsible investment policy adopted. The Fund Manager executes this policy in various ways.

Exclusion list

A list of exclusions is applied to the investments. Only external asset managers of fund of funds engaged by the Fund Manager are exempt from the obligation to apply this list. The list of exclusions states companies that do not meet the criteria as stated in the responsible investment policy. Compliance with these investment restrictions is monitored both pre-trade and post-trade.

A company may be excluded a priori, for example because it is involved in the production of controversial weapons, or because extensive dialogue with the company has not resulted in the change in behaviour desired. Having a dialogue with a company in order to bring about a change in behaviour is called 'engagement'. Exercising voting rights, submitting a shareholder proposal and litigating against a company are engagement, too. We render account of the objectives, activities and results of the engagement strategies in our quarterly report.

Responsible Investing and Active Ownership

The Fund Manager, as a part of the Aegon Asset Management group (Aegon AM), is a signatory of the Principles for Responsible Investment since 2011. Aegon AM is committed to incorporating financially material Environmental, Social and Governance (ESG) factors into investment analysis and decision-making processes, with the aim to help mitigate risk and uncover opportunities. We believe this will support long-term value creation. Aegon AM's approach to ESG integration is further elaborated in the [Aegon AM Responsible Investment Framework](#).

Portfolios managed by the Fund Manager in these Funds are subject to Aegon AM Responsible Investment Policy for Multi-Management Funds that can be found in the responsible investing page of the Aegon AM website www.aegonam.com. This policy outlines specific requirements that find its origin in regulation as well as in widely accepted international standards, treaties, and guidelines.

The Fund Manager applies active ownership practices where possible and relevant, depending on the Fund Assets. Engaging with corporate issuers is a key active ownership practice. Aegon AM can decide to engage with a company both as a shareholder, as well as a bondholder or provider of any other debt.

For listed equity portfolios, the Fund Manager ensures that voting rights are exercised. The voting policy for the Multi Manager funds is based on the 'ISS International Sustainability Proxy Voting Guidelines'. The advice from the proxy voting agent is followed in principle (implied consent), and voting is automated accordingly. In exceptional cases it may be decided to cast a vote that deviates, but only after having made a sound analysis. Reasons for an exception include, but are not limited to, an alert from an external manager, an alert from the Dutch Corporate Governance Forum

Eumedion, enhanced alignment with our policies or our clients' policies, or publications in the press. Aegon AM executes its voting policy internally.

To abstain from a potential conflict of interest no votes are cast on Aegon NV shares, in line with the Aegon AM Active Ownership Policy and the Conflict of Interest Policy.

SFDR regulation

This subsection explains how ESG risks are integrated in investment decisions and the likely impacts of ESG on the returns, corresponding to the Article 6 of the European regulation on sustainability related disclosures in the financial services sector (SFDR). Details of the products that promote ESG characteristics and the products that have a sustainable investment as its objective, corresponding to the Article 8 and 9 of SFDR, can be found in the Fund Specification of each fund.

ESG risks are managed by the Fund Manager in all the Funds included in this prospectus. The Fund Manager integrates material ESG risks in the investment decisions in order to arrive at an independent, comprehensive view of an investment. By doing this, the Fund Manager identifies financially material factors which could affect the issuer's long-term growth potential, profitability or creditworthiness, and assess if investments are appropriately priced. The process consists of integrating financially material ESG factors in the traditional financial analysis framework to help inform the decision making. A non-exhaustive list of potentially material ESG factors includes greenhouse emissions, energy efficiency, human rights and labour standards, board diversity, anticorruption policies, among others. For further details, please refer to the Aegon AM Responsible Investment Policy for Multi-Management Funds which can be found on the Aegon AM website, documents section.

A significant and growing body of academic research, such as the study "ESG and Financial Performance: Aggregated Evidence from More than 2000 Empirical Studies" by Friede et al, demonstrates that good ESG practices can enhance corporate financial performance in the long-term. This value can manifest itself in the form of lower cost of capital and access to capital, better operational performance, reduced reputational risks and in turn, potentially superior long-term returns. Aegon AM believes environmental and social risks are investment risks. Exogenous risks, such as natural disasters and pandemics, can disrupt industries and threaten business models. Failure to effectively manage such risks can lead to a range of financial, legal and reputational consequences for the issuer. A company's ability to mitigate such risks can have a profound effect on their ability to create and sustain long-term value. Furthermore considering ESG factors can help uncover opportunities. We believe integrating ESG factors into investment decisions can lead to better investment outcomes as we seek to maximize long-term performance. We find that it is quite challenging to analyse future profitability without considering ESG factors. By focusing solely on financial metrics, we may inadvertently overlook opportunities to generate value.

Taxonomy Regulation

The Taxonomy Regulation establishes criteria for determining whether an economic activity qualifies as environmentally sustainable in the context of particular environmental objectives. Currently two environmental objectives have entered into force which are "climate change mitigation" and "climate change adaptation" (the "Climate Objectives").

The Taxonomy Regulation also requires disclosure regarding how and to what extent the investments of each Fund are in economic activities that qualify as environmentally sustainable pursuant to those criteria. These disclosures are set out below.

Investors should note with respect to Funds classified as article 6 according to the Sustainable Finance Disclosure Regulation (SFDR) that the investments underlying the Fund do not take into account the EU criteria for environmentally sustainable economic activities.

For each Fund that falls under article 8 of the SFDR, the investment policy, as set out in the relevant fund specifications, describes how the relevant Fund promotes ESG characteristics through, amongst other things, consideration of a wide range of environmental characteristics, including the Climate Objectives.

In order for an investment to qualify as environmentally sustainable as at the date hereof, it must meet a number of different criteria, including that it contributes substantially to a Climate Objective, as measured according to the technical screening criteria set out in the Taxonomy Regulation, and that it must not significantly harm any of the other environmental objectives set out in the Taxonomy Regulation.

The technical screening criteria are very detailed and require the availability of multiple, specific data points regarding each investment. As at the date hereof, there is insufficient data available to be able to assess investments using the technical screening criteria. As such, the Fund is not in a position to describe: (a) the extent to which the investments of the Fund are in economic activities that qualify as environmentally sustainable pursuant to the technical screening criteria; (b) the proportion, as a percentage of the portfolio as a whole, of investments in environmentally sustainable economic activities; or (c) the proportion, as a percentage of the portfolio as a whole, of enabling and transitional activities (as such are described in the Taxonomy Regulation). Therefore, the Fund Manager considers that the most prudent course of action, at present, is to disclose that 0% of such Funds' investments are in environmentally sustainable economic activities for the purposes of the Taxonomy Regulation.

The "do no significant harm" principle referred to above applies only to those investments underlying the relevant Fund that take into account the EU criteria for environmentally sustainable economic activities; investors should note that at present none of the relevant Funds take into account the EU criteria for environmentally sustainable economic activities.

The Fund Manager is keeping this situation under active review and where sufficient reliable, timely and verifiable data on the investment becomes available, it will re-evaluate its approach to the Taxonomy Regulation and relevant documentation will be updated.

12. Other information

Data Protection

The General Data Protection Regulation came into force on 25 May 2018. The Fund Manager endorses the importance of this legislation and protects and processes personal data in accordance with this regulation.

The Fund Manager processes client information, including personal data. As a global organization this information may be exchanged within the worldwide Aegon Asset Management (AAM) group. The Fund Manager only shares personal data for the purposes mentioned in the privacy statement (available on the website). The sharing of personal data will be subject to all applicable laws and regulations and strict operating controls, as well as robust data security practices adopted by the Fund / Fund Manager. If your personal data is transferred to a country where the local regulation does not reach the EU adequate level of data protection the Fund Manager will take measures to ensure that your personal data is adequately protected, such as entering into EU Standard Contractual Clauses with these parties.

For detailed information about how the Fund Manager processes personal data, please consult the privacy statement on the website: www.aegonam.com/en/tertiary-navigation/privacy-statement-aim/. Please note that the privacy statement will be amended from time to time.

Dutch Financial Supervision Act

The Fund Manager has been granted a licence by the AFM pursuant to the Wft for offering of Participations and managing the Funds. This licence includes the following investment services: discretionary portfolio management, advising on financial instruments and receiving and transmitting of orders. The Funds are registered by the AFM.

Amendment of the Prospectus and Terms and Conditions

The Fund Manager and the Title Holder are jointly authorised to amend the Terms and Conditions (which includes the Annexes such as the Fund Specifications). The Fund Manager is authorized to amend the Prospectus. If the amendment leads to a material change, prior approval of the Meeting of Participants is required. Any amendment which causes a reduction in the Participants' rights or security or imposes costs upon Participants, are in any case considered material. A material change does not become effective until one month after the date of approval of the amendment.

Costs charged or a swing factor applied in relation to a subscribing or redeeming Participant may periodically be amended to the sole discretion of the Fund Manager, under the condition that this discretionary competence may only be used when the amendment is caused by changed market conditions. This amendment does not become effective until one month after the date of notifying the Participants of this amendment.

Any other amendment has immediate effect unless decided otherwise by the Fund Manager or the Fund Manager and the Title Holder jointly.

Key Person Event

If an employee or executive of the Fund Manager who is core to the management of one or more of the Funds (a "Key Person") will terminate the employment relationship between the Key Person and the Fund Manager or a situation in which the Key Person no longer spends a substantial part of his working hours on the Fund or Funds (a "Key Person Event"), the Fund Manager will notify the Participants of this Key Person Event.

Cash management

Each Fund has a Euro cash account which is used by the Fund Manager for cash management purposes on behalf of the Fund, such as payments in case of subscriptions and redemptions of Participants and allocations to and from underlying external managers of the Fund. If applicable, excess cash on the Euro cash account can be invested in a (short term) money market fund.

13. Names and addresses of parties involved and advisors

Fund Manager:

Aegon Investment Management B.V.
Aegonplein 50
2591 TV Den Haag
The Netherlands

Title Holder :

Aegon Custody B.V.
Aegonplein 50
2591 TV Den Haag
The Netherlands

Depository Entity:

Citibank Europe Plc
Netherlands Branch
Schiphol Boulevard 257
1118 BH Schiphol
The Netherlands

Title Holder:

Stichting TKPI European Real Estate Fund
Stichting MM Asian Real Estate Fund
Europaweg 29
9723 AS Groningen

Accountant:

PwC
Paterswoldseweg 806
9728 BM Groningen
The Netherlands

Fund Accounting Service Provider:

Citibank N.A, London Branch
Citigroup Centre, Canada Square, Canary Wharf
London E14 5 LB
United Kingdom

For information:

Aegon Investment Management B.V.
Europaweg 29
9727 AS Groningen
The Netherlands
www.aegonam.com

Appendix I: List of Definitions

The following terms, which are capitalised in the Prospectus, are defined as follows:

Aegon: Aegon N.V. and all of its subsidiaries;

Affiliated Party: a party affiliated with the Fund, the Fund Manager or the Custodian within the meaning of Article 1 of the BGfo;

AFM: the Netherlands Authority for the Financial Markets;

Annual Accounts: has the meaning ascribed thereto in the Terms & Conditions;

BGfo: the Dutch Market Conduct Supervision (Financial Institutions) Decree (*Besluit Gedragstoezicht financiële ondernemingen Wft*), as amended from time to time;

Business Day: means any day on which banks in The Netherlands and/or relevant exchanges or banks outside The Netherlands are open for the execution of transactions or transmission of orders, in all cases at the sole discretion of the Fund Manager;

Custodian: Citibank N.A. London branch, a national banking association organised in the United States of America, with its principal place of business at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, the United Kingdom, or such other custodian of the Fund as may be appointed from time to time;

Depository: Citibank Europe Plc Netherlands Branch;

Dutch Corporate Governance Code: the Corporate Governance Code of the Tabaksblat Committee;

Fund: listed in appendix II of this Prospectus;

Fund Accounting Service Provider: Citibank N.A. London branch, a national banking association organised in the United States of America, with its principal place of business at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, the United Kingdom

Fund Assets: the assets, including, but not limited to, the moneys and other (liquid or illiquid) assets and securities, that are acquired by the Depository and held by the Depository in its own name for the account and risk of the Participants in connection with the Fund and the agreements referred to in the Terms & Conditions;

Fund Specification: the specifications determined by the Fund Manager for a Fund prior to the launch of the relevant Fund and part of the Terms and Conditions of the Fund;

Fund Manager: the manager of the Funds, being Aegon Investment Management B.V.;

Fund Obligations: the obligations, which are assumed or incurred in the Title Holder's name for the account and risk of the Participants in connection with the Fund and the other obligations assumed or incurred in accordance with the Terms and Conditions;

Fund Summary: a two pager providing a summary of the Fund Specifications which is placed on the Website and updated periodically;

Investment Objectives: the investment objectives of the Fund as set out in the Fund Specification;

Investment Management Agreement: an agreement entered into between the Fund Manager, the Title Holder and a Third Party Investment Manager, in accordance with the Terms and Conditions;

Lending Agent: an external party

Meeting of Participants: the meeting of participants as referred to in the Terms & Conditions;

Net Asset Value: the balance, expressed in Euro, of the value of the Fund Assets and the value of the Fund Obligations;

Net Asset Value per Participant: the number of Participations held by a Participant times the Net Asset Value per Participation;

Net Asset Value per Participation: the Net Asset Value divided by the total number of Participations, accurate to five decimals;

Participant: every holder of one or more Participations;

Participation: a proportionate share in a Fund held by a Participant;

Prospectus: the prospectus of the Funds, including appendices, as amended or supplemented from time to time;

Redemption Amount: the amount indicated on the Redemption Form that a Participant requests to redeem from a Fund, which is subject to the Redemption Fee as the case may be;

Redemption Fee: means the surcharge or levy that may be withheld from the Redemption Amount (a mark-down) or a “swing factor” which is set-off against the Net Asset Value per Participation, to be determined by the Fund Manager at its discretion to cover the transaction costs in relation to the requested redemption of Participations. These transaction costs include, but are not limited to, taxes, brokerage fees, settlement costs and compensation for currency translation differences.

Redemption Form: the form submitted by a Participant to the Fund Manager with the request for the redemption of Participations. A template of the form is included as an Annex of the Terms and Conditions, as amended from time to time;

Subscription Amount: the amount indicated on the Subscription Form that a Participant requests to subscribe to a Fund, which is subject to the Subscription Fee as the case may be;

Subscription Fee: the surcharge or levy that may be withheld from the Subscription Amount (a mark-up) or a “swing factor” which is set-off against the Net Asset Value per Participation, to be determined by the Fund Manager at its discretion to cover the transaction costs in relation to the requested issuance of Participations. These transaction costs include, but are not limited to, taxes, brokerage fees, settlement costs and compensation for currency translation differences.

Subscription Form: the form between the Title Holder, the Fund Manager and each of the Participants individually, submitted by an investor or Participant to the Fund Manager with respect to the issue of Participations. A template of the Subscription Form is included as Annex of the Terms and Conditions as may be amended from time to time;

Terms and Conditions: the Terms and Conditions of the Funds, including the Annexes and schedules thereto, all as amended from time to time;

Third Party Investment Manager: a third party as may be appointed by the Fund Manager from time to time to perform investment management activities under an Investment Management Agreement in accordance with the Terms and Conditions;

Title Holder: the title holder of the Funds, as specified in the Fund Specification (*juridisch eigenaar*);

Valuation Date: any business day;

VAT: means value added tax or any other value added tax applicable in the Netherlands or any other country;

Vpb Act: the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*);

Website: www.aegonam.com;

Wft: the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), as amended from time to time.

Appendix II: List of Funds

Fund	Title Holder	Tax status
1. Aegon Diversified Fixed Income Fund – I	Aegon Custody BV	Closed fund for joint account
2. MM AAA Asset Backed Securities Fund	Aegon Custody BV	Closed fund for joint account
3. MM Asset Backed Securities Fund	Aegon Custody BV	Closed fund for joint account
4. MM Credit Fund	Aegon Custody BV	Closed fund for joint account
5. MM Credit Index Fund	Aegon Custody BV	Closed fund for joint account
6. MM Dutch Mortgage Fund	Aegon Custody BV	Closed fund for joint account
7. MM European Equity Afdekking Fund	Aegon Custody BV	Closed fund for joint account
8. MM European Equity Fund	Aegon Custody BV	Closed fund for joint account
9. MM European Equity Index SRI Fund	Aegon Custody BV	Closed fund for joint account
10. MM European Equity Index SRI Fund - EUR	Aegon Custody BV	Closed fund for joint account
11. MM Emerging Market Debt Fund	Aegon Custody BV	Closed fund for joint account
12. MM Emerging Market Debt Fund - USD	Aegon Custody BV	Closed fund for joint account
13. MM Emerging Markets Fund	Aegon Custody BV	Closed fund for joint account
14. MM Equity Small Cap Fund	Aegon Custody BV	Closed fund for joint account
15. MM Equity Return Fund	Aegon Custody BV	Closed fund for joint account
16. MM Equity Diversification Fund	Aegon Custody BV	Closed fund for joint account
17. MM Fixed Income Extra Long Fund	Aegon Custody BV	Closed fund for joint account
18. MM Fixed Income Extra Long Ex France Fund	Aegon Custody BV	Closed fund for joint account
19. MM Fixed Income Spread Fund	Aegon Custody BV	Closed fund for joint account
20. MM Fixed Income Stability Fund	Aegon Custody BV	Closed fund for joint account
21. MM Global Commodity Fund	Aegon Custody BV	Closed fund for joint account
22. MM Global Credit Ex Financials Fund	Aegon Custody BV	Closed fund for joint account
23. MM Global Credit Ex Financials Fund - Unhedged	Aegon Custody BV	Closed fund for joint account
24. MM Global Green Bond Fund	Aegon Custody BV	Closed fund for joint account
25. MM Global Listed Index Real Estate Fund	Aegon Custody BV	Closed fund for joint account
26. MM Global Listed Index Real Estate Fund - Unhedged	Aegon Custody BV	Closed fund for joint account
27. MM High Yield Fund - Unhedged	Aegon Custody BV	Closed fund for joint account
28. MM High Yield Fund	Aegon Custody BV	Closed fund for joint account
29. MM Inflation Index Linked Bond Fund – Germany	Aegon Custody BV	Closed fund for joint account
30. MM Long Term Investment Fund	Aegon Custody BV	Closed fund for joint account
31. MM World Equity Afdekking Fund	Aegon Custody BV	Closed fund for joint account
32. MM World Equity Fund	Aegon Custody BV	Closed fund for joint account
33. MM World Equity Index Fund	Aegon Custody BV	Closed fund for joint account
34. MM World Equity Index Fund – EUR	Aegon Custody BV	Closed fund for joint account
35. MM World Equity Index SRI Fund	Aegon Custody BV	Closed fund for joint account
36. MM World Equity Index SRI Fund - EUR	Aegon Custody BV	Closed fund for joint account
37. Aegon Global Multi Manager Credit Fund	Aegon Custody BV	Closed fund for joint account
38. Aegon Global Multi Manager Emerging Market Debt Fund	Aegon Custody BV	Closed fund for joint account
39. Aegon Global Multi Manager Emerging Market Debt Fund – USD	Aegon Custody BV	Closed fund for joint account
40. Aegon Global Multi Manager High Yield Fund	Aegon Custody BV	Closed fund for joint account
41. Aegon Global Multi Manager High Yield Fund – Unhedged	Aegon Custody BV	Closed fund for joint account
42. Aegon Global Multi Manager Emerging Markets Fund	Aegon Custody BV	Closed fund for joint account
43. AEGON Global Multi Manager European Equity Fund	Aegon Custody BV	Closed fund for joint account
44. AEGON Global Multi Manager European Equity Fund – EUR	Aegon Custody BV	Closed fund for joint account
45. AEGON Global Multi Manager World Equity Index Fund	Aegon Custody BV	Closed fund for joint account
46. AEGON Global Multi Manager World Equity Index Fund - EUR	Aegon Custody BV	Closed fund for joint account
47. AEGON Global Multi Manager Fixed Income Extra Long Fund	Aegon Custody BV	Closed fund for joint account

48. MM Asian Real Estate Fund *	Stichting MM Asian Real Estate Fund	Closed fund for joint account
49. TKPI European Real Estate Fund *	Stichting TKPI European Real Estate Fund	Fiscal investment institution

* This MM Fund has its own fund terms and conditions and its own Title Holder.

Appendix III: Summary of contracts with affiliated parties

Title Holder

The Terms and Conditions contains the authority of the Title Holder and the Fund Manager. The Terms and Conditions include a power of attorney granted by the Title Holder to the Fund Manager to perform all legal acts with regard to all Fund assets.

Infrastructure related information technology services

The Fund Manager and AEGON EDC LIMITED have entered into an agreement for the delivery of infrastructure related information technology services.

Performance measurement services

Aegon Asset Management Value Hub B.V. is a shared service centre and provides transaction processing activities and performance measurement for the Funds.

Appendix IV: MM Funds Series - Terms and Conditions of management & custody

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Dated as of 31 March 2022

1. Definitions

In these Terms & Conditions (including Annexes and schedules) the below words have the meaning as follows:

"Act":	the Dutch Financial Markets Supervision Act (Wet op het financieel toezicht);
"Administrator":	Citibank N.A., a private company with limited liability organised under the laws of Ireland, with its registered office and its principal place of business at 1 North Wall Quay, Dublin, Republic of Ireland, or such other administrator of the Fund as may be appointed from time to time;
"Annex":	an annex to these terms and conditions;
"Annual Accounts":	has the meaning ascribed thereto in Article 16.2;
"Article":	an article of these Terms and Conditions;
"Auditor":	has the meaning ascribed thereto in Article 16.4;
"Business Day":	means any day on which banks in The Netherlands and/or relevant exchanges or banks outside The Netherlands are open for the execution of transactions or transmission of orders, in all cases at the sole discretion of the Fund Manager;
"Common Reporting Standard":	the regulations as enacted by the Organisation for Economic Cooperation and Development (OECD) to improve tax compliance, as implemented in Dutch laws and regulations;
"Custodian":	Citibank N.A London branch, a national banking association organised in the United States of America with its principal place of business at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, the United Kingdom;
"Depository":	Citibank Europe PLC Netherlands Branch, a public limited company incorporated in Ireland with registered number 132781 and registered office at 1 North Wall Quay, Dublin 1. Its principal place of business in Great Britain is a Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB and the Netherlands branch is located at Schiphol Boulevard 257, 1118 BH Schiphol, the Netherlands. The Depository is authorised by the Central Bank of Ireland as a depository but in respect of its services as a depository in Great Britain, the Depository is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.;
"FATCA":	the American Foreign Account Tax Compliance Act;
"Fund":	the aggregate of the Fund Assets and the Fund Obligations, in which monies or other assets are received for the purpose of collective investment by the Participants, as governed by these Terms and Conditions;
"Fund Assets":	the assets, including, but not limited to, the monies and other (liquid or illiquid) assets and securities, that are acquired by the Title Holder and held by the Custodian in its own name for the account and risk of the Participants in connection with the Fund and the agreements referred to in Article 5.3;

"Fund Specification":	the fact sheet of the Fund detailing the fund specifics, substantially in the form set out in Annex 1, as amended from time to time;
"Fund Manager":	Aegon Investment Management B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its registered office in The Hague and its head office at Aegonplein 50, 2591 TV, The Hague. The Manager was incorporated on 6 November 1968. It is registered in the Trade Register of The Hague, under number 27075825;
"Fund Obligations":	the obligations, which are assumed or incurred in the Title Holder's name for the account and risk of the Participants in connection with the Fund and the other obligations assumed or incurred in accordance with Article 4.1;
"Intergovernmental Agreement":	the agreement between the Netherlands and the United States to improve international tax compliance and to implement the Foreign Account Tax Compliance Act;
"Investment Management Agreement":	an agreement entered into between the Fund Manager, the Title Holder and a Third Party Investment Manager, in accordance with these Terms and Conditions;
"Investment Objectives":	the investment objectives of the Fund as set out in the Fund Specification;
"Investment Restrictions":	the investment restrictions of the Fund as set out in the Fund Specification;
"Meeting of Participants":	the meeting of participants referred to in Article 18;
"Net Asset Value":	the balance, expressed in Euro, of the value of the Fund Assets and the value of the Fund Obligations, determined in accordance with the provisions of Article 10;
"Net Asset Value per Participant":	the number of Participations held by a Participant times the Net Asset Value per Participation;
"Net Asset Value per Participation":	the Net Asset Value divided by the total number of Participations, accurate to five decimals;
"Participant":	a person or an entity that participates in the Fund through the acquisition of Participations in accordance with the Subscription Form and these Terms and Conditions;
"Participations":	the units in which the rights of the Participants with respect to the Net Asset Value are divided, each with a nominal value of 1 Euro;
"Participation Class":	a specific, separate class of Participations of a Fund, each Participation Class representing its own specific features as described in the Fund Specification;
"Redemption Amount":	means the amount indicated on the Redemption Form that a Participant requests to redeem from a Fund, which is subject to the Redemption Fee as the case may be;

"Redemption Fee":	means the surcharge or levy that may be withheld from the Redemption Amount (a mark-down) or a "swing factor" which is set-off against the Net Asset Value per Participation, to be determined by the Fund Manager at its discretion to cover the transaction costs in relation to the requested redemption of Participations. These transaction costs include, but are not limited to, taxes, brokerage fees, settlement costs and compensation for currency translation differences.
"Redemption Form":	the form submitted by a Participant to the Fund Manager with the request for the redemption of Participations. A template of the form is included in Annex 3, as amended from time to time;
"Register":	has the meaning ascribed thereto in Article 9.3;
"Subscription Amount":	means the amount indicated on the Subscription Form that a Participant requests to subscribe to a Fund, which is subject to the Subscription Fee as the case may be;
"Subscription Fee"	means the surcharge or levy that may be withheld from the Subscription Amount (a mark-up) or a "swing factor" which is set-off against the Net Asset Value per Participation, to be determined by the Fund Manager at its discretion to cover the transaction costs in relation to the requested issuance of Participations. These transaction costs include, but are not limited to, taxes, brokerage fees, settlement costs and compensation for currency translation differences.
"Subscription Form":	the form between the Title Holder, the Fund Manager and each of the Participants individually, submitted by an investor or Participant to the Fund Manager with respect to the issue of Participations. A template of the Subscription Form is included in Annex 2, as may be amended from time to time;
"Subscription Information Form":	a separate form submitted by a Participant to the Fund Manager in accordance with Article 11.8 with respect to the issue of additional Participations. A template of the Subscription Information Form, is included in Appendix 2 as annex to the Subscription Form;
"Terms and Conditions":	the terms and conditions of the Fund set forth herein, including the Annexes and schedules thereto, all as amended from time to time;
"Title Holder":	Aegon Custody B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its registered office at Aegonplein 50, 2591TV in the Hague. It is registered in the Trade Register of The Hague under 27134727;
"Third Party Investment Manager":	a third party as may be appointed by the Fund Manager from time to time to perform investment management activities under an Investment Management Agreement in accordance with these Terms and Conditions;

"Underlying MM Fund": an investment fund managed by the Fund Manager or an affiliate of the Fund Manager, in which the Title Holder holds one or more participations which are part of the Fund Assets; and

"Valuation Date": means any Business Day.

In case of contradiction or inconsistency between the provisions of these Terms and Conditions and the Fund Specification, the provisions of the Fund Specification shall prevail.

2. Name, duration, nature and registration

- 2.1 The name of the Fund shall be as specified in the Fund Specification.
- 2.2 The Fund is formed for an indefinite period of time
- 2.3 The Fund is not a legal entity (rechtspersoon), but the aggregate of the Fund Assets and the Fund Obligations, in which monies or other assets are received for the purpose of collective investment by the Participants, as governed by these Terms and Conditions.
- 2.4 These Terms and Conditions form part of the agreement entered into between the Fund Manager, the Title Holder and a Participant (constituted by the acceptance of the Terms and Conditions by the submission of the Subscription (Information) Form in accordance with these Terms and Conditions) and, by virtue of such agreement, apply to their legal relationship
- 2.5 These Terms and Conditions do not form an agreement between any or all Participants among themselves and are not (otherwise) aimed at any cooperation among or between any or all Participants.
- 2.6 Neither the Fund nor these Terms and Conditions nor any acts ensuing therefrom (including agreeing to the terms of the Subscription Form), form a partnership, commercial partnership or limited partnership (maatschap, vennootschap onder firma or commanditaire vennootschap).
- 2.7 A Participant's obligation to pay a consideration for Participations to be issued is a commitment (verbintenis) to the Fund Manager and the Title Holder only.
- 2.8 The Fund is an investment fund (beleggingsfonds) as referred to in section 1:1 of the Act.
- 2.9 The Fund Manager has a licence pursuant to the Act with respect to the offering of Participations and management of the Fund.
- 2.10 The Fund is not subject to Dutch corporate income tax and is not to be considered an entity subject to taxation on profits, income, gains or capital in any other jurisdiction (besloten fonds voor gemene rekening).

3. Investment objectives

The Fund Assets will be invested collectively in accordance with the Investment Objectives and with due observance of the Investment Restrictions.

4. Management and administration

- 4.1 The Fund Manager is charged with the management and the administration of the Fund and is, subject to these Terms and Conditions, entitled and authorised (i) to invest and to dispose of (beschikken over) any of the Fund Assets and to assume or incur Fund Obligations in the name of the Title Holder and (ii) to perform any and all other acts in its own name for the account and risk of the Participants which are reasonably necessary for or conducive to the attainment of the Investment Objectives. For the purpose as referred to in the previous sentence under (i), the Title Holder grants to the Fund Manager the authority to act in the Title Holders' name, as set out further in Article 7.
- 4.2 All material legal acts by the Fund Manager under these Terms and Conditions shall be performed by at least two individuals acting jointly.
- 4.3 Subject to Article 4.5, the Fund Manager may appoint third parties in the exercise of its powers and duties under these Terms and Conditions. However, Third Party Investment Managers shall be appointed by the Fund Manager and the Title Holder acting jointly. The Title Holder's duties and obligations under such Investment

- Management Agreement with a Third Party Investment Manager shall be limited to the granting of authority to a Third Party Investment Manager over the Fund Assets.
- 4.4 Under the authority granted to the Fund Manager in accordance with Article 4.1 to act in the Title Holder's name, the Fund Manager has the right of substitution in respect of investment management duties that may be performed under an Investment Management Agreement by a Third Party Investment Manager. A Third Party Investment Manager shall not itself have a right of substitution in respect of these investment management duties, unless otherwise indicated in the Fund Specification.
- 4.5 The fair treatment of Participants is ensured by the fact that in the performance of its obligations and in the exercise of its rights, powers and authorities hereunder, the Fund Manager shall exercise the standard of care, skill, prudence and diligence under the circumstances then prevailing that a prudent (zorgvuldig) person acting in a like capacity and familiar with such matters would use in the conduct of its enterprise of like character, risk profile and investment objectives as the Fund, having regard to the provisions.
- 4.6 The fair treatment of Participants is ensured by the fact that in managing and administrating the Fund, the Fund Manager shall act solely in the interest of the Participants. The management of the Fund and administration of the Fund shall be performed for the account and risk of the Participants. Benefits and/or losses resulting therefrom shall consequently be for the benefit of or be borne by the Participants, without prejudice to Article 8.2. The Fund Manager cannot represent the Participants.
- 4.7 To the extent permissible under the law applicable to the Fund Manager:
- (i) the Fund Manager shall not be liable for any damages or losses in connection with these Terms and Conditions and the services the Fund Manager provides under these Terms and Conditions (including for the avoidance of doubt damages and losses arising from the acts or omissions or insolvency of a Third Party Investment Manager), whether in contract, tort (including but not limited to negligence) statute or otherwise and;
 - (ii) The Fund Manager shall be liable towards Participants of the Fund for attributable damage (toerekenbare schade) within the meaning of section 6:98 of the Dutch Civil Code resulting from:
 - a. attributable failure (toerekenbare tekortkoming) to perform any tasks under or in connection with the Terms and Conditions;
 - b. breach of a material provision of the Terms and Conditions (including, for the avoidance of doubt, the Investment Policy in the Fund Specification);
 - c. negligence (nalatigheid);
 - d. wilful default; or
 - e. fraud,
 by the Asset Manager (including any employees);
 The Fund Manager's liability shall under all circumstances be limited to the maximum amount of the Fund Manager's by insurance cover in connection with such event;
 - (iii) the Fund Manager shall not be liable towards the Participants for any loss or damage suffered by them as a result of any act or omission by any third party, including but not limited to Third Party Investment Managers and auxiliary persons as referred to in sections 6:76, 6:170 and 6:171 Dutch Civil Code and;
 - (iv) the Fund Manager will hold adequate professional indemnity insurance which is commensurate to the size and nature of its business which includes cover for, amongst other things, errors and omissions of the Fund Manager which may occur in the course of the performance of the services the Fund Manager provides under these Terms and Conditions. The Fund Manager shall select the Third Party Investment Managers that may be appointed in accordance with Article 4.3 on the basis of the Investment Objectives and the internal selection criteria of the Fund Manager. In the selection process the Third Party Investment Managers shall be assessed, amongst others, in respect of performance, investment style, risk, investment philosophy, investment process, personnel and organisation.
- 4.8 The Fund Manager shall continually monitor the Third Party Investment Managers that have been appointed. Monitoring the Third Party Investment Manager will be exercised both internally through systems used by the Fund Manager, and externally through the reports provided by a third party. The monitoring will be exercised on the basis of daily valuations and monthly analyses of the portfolios. The Fund Manager will meet with the Third Party Investment Managers regularly for a formal evaluation of the investment management services.

- 4.9 In the event the Fund incurs damages or losses resulting from breach of the Investment Management Agreement, gross negligence or wilful misconduct of a Third Party Investment Manager, the Fund Manager will make a reasonable assessment of the chance of successful recovery and associated costs, and if positive will use its reasonable efforts to seek recovery from the Third Party Investment Manager under the terms of the Investment Management Agreement with that Third Party Investment Manager or otherwise for the benefit of the Fund. Any costs incurred in such process (including but not limited to legal fees) shall be borne by the Fund.

5. Title Holder

- 5.1 All Fund Assets shall be legally owned by, and will be held in the name of, the Title Holder.
- 5.2 The Title Holder shall acquire and hold the Fund Assets for the account and risk of the Participants and will receive any income on Fund Assets on behalf and for the benefit of the Participants.
- 5.3 Notwithstanding Article 5.1 and 5.2 Fund Assets may also consist of agreements entered into by the Title Holder and/or the Fund Manager in their own name but for the account and risk of the Participants and which cannot be placed in custody with a custodian.
- 5.4 The Title Holder's sole corporate objectives according to its by-laws are to hold securities and other assets including to act as title holder for investment funds as well as everything in connection herewith. The Title Holder shall not conduct any other activities.
- 5.5 The Title Holder shall ensure that with respect to the Fund Obligations assumed in the name of the Title Holder, it shall be explicitly stipulated that the Title Holder is acting in its capacity as title holder of the Fund. The Title Holder cannot represent the Participants. The Title Holder shall assume the Fund Obligations for the account and risk of the Participants, without prejudice to Article 8.2.
- 5.6 Fund Assets shall only be disposed of by the Title Holder acting with the Fund Manager jointly, it being understood that the Title Holder, contrary to the Fund Manager, does not have any discretion in the disposal. .
- 5.7 The Title Holder shall act solely in the interest of the Participants. The Title Holder shall not be liable for any damages or losses in connection with these Terms and Conditions and the services the Title Holder provides under these Terms and Conditions, whether in contract, tort (including but not limited to negligence) statute or otherwise and any liability of the Title Holder is hereby excluded to the extent permissible by applicable law, provided however that the Title Holder's liability is not excluded for damages or loss resulting from gross negligence (grove schuld) or wilful misconduct (opzet) of the Title Holders, it being agreed that the Title Holder's liability shall under all circumstances be limited to the payment of attributable damage (toerekenbare schade) within the meaning of section 6:98 of the Dutch Civil Code and will not exceed the amount of the Title Holder's insurance cover in connection with such event. The Title Holder shall not be liable towards the Participants for any loss or damage suffered by them as a result of any act or omission by any third party, including but not limited to auxiliary persons as referred to in sections 6:76, 6:170 and 6:171 Dutch Civil Code (*Burgerlijk Wetboek*).
- 5.8 Voting instructions on participations in Underlying MM Funds. The Title Holder will exercise any voting rights on participations held in Underlying MM Funds only upon the instruction of Participants and pro rata parte the instruction of each of the instructing Participants and has no discretion in the voting rights.. Participants must provide the Title Holder with their voting instruction within two weeks after being requested thereto by the Title Holder. For the avoidance of doubt, the Title Holder will not exercise its voting rights on participations in an Underlying MM Fund, with respect to which no instruction was timely received and, in accordance with this provision, may vote differently on different participations held in an Underlying MM Fund. Alternatively, if the fund manager of an Underlying MM Fund allows that the Participants of the Fund attend at a meeting of participants of the Underlying MM Fund, the Fund Manager may at its sole discretion grant each of the Participants in the name of the Title Holder a power of attorney to attend at such meeting and to exercise any voting rights on participations in the Underlying MM Fund pro rate parte their (indirect) holdings in the Underlying MM Fund.
- 5.9 If so indicated in the Fund Specification, the Title Holder and the Fund Manager may jointly decide to pool the Fund Assets (in whole or in part) with the assets of other investment institutions.

6. Depositary

- 6.1 The Depositary shall place in custody all financial instruments that can be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary. The Fund Assets shall be placed in custody with a reputable custodian. The name of the custodian used is set out in the Fund Specification. The Depositary shall ensure that all those financial instruments are registered within segregated accounts, opened in the name of the Title Holder regarding the Fund, so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times. For any assets other than financial instruments, the Depositary shall verify the ownership of the Title Holder regarding the Fund of such assets and shall maintain up-to-date records of those assets.

In addition, the duties which the Depositary will perform in the context of its function are:

- ensuring that the issue, redemption, and the valuation of Participations is carried out in accordance with the Terms and Conditions, and applicable law;
 - monitoring and verifying the Fund's cash flows, including payments of acceding and exiting participants;
 - controlling whether the (net asset) value of the Fund is determined properly, periodically determine whether the procedures for determining the net asset value are followed and ensuring that in transactions involving Fund Assets, any consideration is remitted to the relevant Fund within the usual time limits;
 - ensuring that the Fund's income is applied in accordance with the Terms and Conditions and applicable law; and
 - carrying out instructions from the Fund Manager, unless they conflict with the Terms and Conditions or the applicable law.
- 6.2 The Depositary may be removed by the Fund Manager, and the Depositary can resign as depositary of the Fund, on certain grounds and under certain conditions as set forth in the depositary agreement between the Depositary, the Fund Manager and the Title Holder. Upon an (envisaged) removal or resignation of the Depositary, the Fund Manager shall with due observance of the applicable law, appoint a successor depositary. The Fund Manager shall notify all Participants and the AFM of a termination and replacement of the Depositary. The Depositary shall continue to perform its duties for a (transition) period to be agreed upon with the Fund Manager, as required by the depositary service agreement.
- 6.3 The Depositary shall be liable to the Fund and to the Participants, for the loss of a financial instrument held in custody by the Depositary or a third party to whom the custody of financial instruments has been delegated. The Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.
- The Depositary shall also be liable to the Fund, or to the Participants, for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations under the Depositary Agreement. Participants may claim indirectly through the Fund Manager or, if the Fund Manager does not handle the claim to the satisfaction of the Participants, the Participants are entitled to claim directly to the Depositary.
- 6.4 Under the terms of the depositary agreement, the Depositary has the power to delegate certain of its functions. The Fund Manager will notify the Participants where a material function is delegated. In principle, the liability of the Depositary will not be affected by such delegation. However, the Depositary may discharge its liability to a delegate if such is allowed under the depositary agreement and all requirements for the delegation as established in the applicable law are met, a discharge if applicable is set out in the Fund Specification.
- 6.5 From time to time conflicts of interest may arise between the Depositary and any delegate. In the event of any (potential) conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws.

7. Authority to invest and administer the Fund Assets

- 7.1 Subject to Article 3 and this Article 7, the Fund Manager may invest the Fund Assets in any eligible assets and assume eligible obligations and the determination of the Fund Manager as to whether or not the assets and obligations are of a type which may be purchased or held by the Title Holder in view of the Investment Objectives shall be conclusive.
- 7.2 Subject to the Investment Restrictions and the restrictions set out in this Article 7, the Fund Manager may borrow cash in the name of the Title Holder in order to finance Fund Assets and assume other Fund Obligations, including but not limited to borrowing cash and assuming obligations under transactions in derivatives and securities.
- 7.3 The Fund Assets may be made subject to a pledge, mortgage, usufruct, charge, lien retention or other encumbrance (whether or not *a beperkt recht*) of any nature as security for Fund Obligations.
- 7.4 It is the intention that subject only to the specific restrictions mentioned in the Terms and Conditions, the Fund Manager shall have the broadest power and authority in making investments for the Fund consistent with the investment powers provided herein. The Fund Manager shall have full discretionary power to retain for as long a period as it shall think proper and to manage, convert, exchange, transfer and dispose of the Fund Assets. The Fund Manager shall have and may exercise every right and privilege pertaining to management provided that the exercise of such right or privilege is conducive to the attainment of the Investment Objectives with due observance of the Investment Restrictions.
- 7.5 Without limiting the generality of the foregoing, the Fund Manager's powers and authority shall include (where necessary in the name of the Title Holder):
 - 7.5.1 to enter into, perform and carry out contracts of any kind necessary or incidental to the matters set forth in this Article 7;
 - 7.5.2 to bring, sue, prosecute, defend, settle or compromise actions at law related to the Fund;
 - 7.5.3 to select, employ, appoint, retain, replace or otherwise secure or enter into agreements or other undertakings with persons or firms in connection with the management, including, without limitation, custodians, brokers, fund administrators, auditors, attorneys, consultants, investment bankers, any other agents and other third parties all on terms and consideration;
 - 7.5.4 unless otherwise indicated in these Terms and Conditions to exercise the statutory and contractual voting rights attached to or concerning the Fund Assets and Fund Obligations; and
 - 7.5.5 to engage in any kind of lawful activity, and perform and carry out contracts of any kind, necessary or advisable in connection with the accomplishment of the Investment Objectives.

8. Rights and obligations of the Participants

- 8.1 Each Participant shall be beneficially entitled to the Fund Assets and any income generated thereon pro rata the number of its Participations.
- 8.2 All benefits and burdens connected with the Fund, shall be for the account and risk of each Participant pro rata the number of its Participations, it being understood that the Participants shall not be liable for Fund Obligations, or any other obligations of the Title Holder or the Fund Manager and shall have no obligation to make additional contributions to the Fund.
- 8.3 Participations do not comprise any rights with respect to the assets that the Title Holder holds or may hold as title holder for other investment funds and each Participant hereby waives any such rights or claims it may have by operation of law or otherwise.

9. Participations

- 9.1 The Participations shall be in registered form. Participation certificates (participatie-bewijzen) shall not be issued.
- 9.2 A Fund may issue different Participation Classes. Within each Participation Class a Participation will entitle the holder thereof to a proportional part of the Fund Assets and Fund Obligations in relation to the Participation Class. Participation Classes may represent specific country, investor identity and/or tax aspects.

Participation Classes can be used to segregate Participants on the basis of their tax status for the purpose of obtaining and accounting for different services in the recovery or relief from tax, to the extent the Fund Manager considers this to lead to an advantage

The Fund Manager exclusively decides which Participation Class applies to a potential investor and if and when a new Participation Class is added to a Fund.

Based on information provided by a potential investor the Fund Manager will determine- and inform such potential investor in good time before filing or acceptance of the Subscription Form- which Participation Class will be applicable to it.

The various Participation Classes and their specifics are set out in the Fund Specifications (Annex 1).

- 9.3 The Fund Manager shall keep a register in which it registers the following (the "Register"):
- (i) the names, addresses and bank or securities account details of all Participants,
 - (ii) the number of Participations per Participant, the Net Asset Value per Participation if relevant per Participation Class, the Net Asset Value per Participant and, should one Participant have invested in the Fund more than one part of its assets (deelvermogen), e.g. for the purpose of DC arrangements, the number of Participations per part of those assets (deelvermogen) and the value per part of those assets,
 - (iii) the Participant's seat, tax residence (according the Common Reporting Standard), actual place of residence and FATCA status (and the status of any ultimate beneficial owners);
 - (iv) the Participant's tax status for corporate income tax purposes.
- The Participant is obliged to provide the Fund Manager with the abovementioned information, including information necessary for the Fund Manager to (re)determine and verify the correctness of the information required under (iii) and (iv) and to determine if Participations can be issued to the Participant in line with the requirements set in Article 11.2 and 11.3.
- 9.4 Within five Business Days upon entry (or any change in the entry relating to it) the Fund Manager shall send to the relevant Participant a confirmation, reflecting the (number of) Participation(s) issued to this Participant. Such confirmation shall only serve as evidence of the entry or change and is non-negotiable and non-transferable.
- 9.5 The Fund Manager shall at all times be entitled to rely on the accuracy of the information provided by each Participant for inclusion in the Register and treat such information as conclusive with respect to such Participant and its entitlement to its Participations. The Fund Manager shall not be bound:
- (i) by any change in such information which has not been notified to the Fund Manager in accordance with Article 9.6; or
 - (ii) to recognise any interest or claim of any person to a Participation other than the Participant whose details have been duly entered in the Register in respect thereof.
- 9.6 Each Participant shall notify the Fund Manager promptly of any change in the information referred to in Article 9.3 in relation to such Participant. The Fund Manager shall upon receipt cause the Register to be amended accordingly within five Business Days.
- 9.7 Upon the written request to that effect by the Participant to the Fund Manager, the Fund Manager shall send an extract from the Register concerning the participation of such Participant as soon as possible after the next Valuation Date, but only in so far as it concerns the Participant's own entry.
- 9.8 The Fund Manager may provide information referred to in Article 9.3 to tax, regulatory or other authorities, if in the Fund Manager's reasonable opinion this is required, necessary, conducive to or in the interest of the Title Holder, the Fund or any of the Participants, including but not limited for the application of tax treaties between the jurisdiction of source of any income or gain and the jurisdiction of residence of a Participant respectively The Netherlands.
- 9.9 The Fund Manager may delegate all or any part of its duties and responsibilities under this Article 9 to the Administrator.
- 9.10 The Participant is aware that (personal) information regarding the Participant and any associated data subjects (including contacts) may be shared within the Aegon Asset Management group. Any sharing of personal data within the group will be subject to all applicable laws and regulations and strict operating controls, as well as the robust data security practices adopted by the Manager. For detailed information how we process personal data please consult the privacy statement: www.aegonam.com/en/tertiary-navigation/privacy-statement-aim .

10. Determination of Net Asset Value and value of Participations

- 10.1 The Net Asset Value will be calculated on each Valuation Date. This Net Asset Value will be used for the issue and redemption of Participations and will be reflected in reports provided to the Participants, excluding the Annual Accounts.
- 10.2 Notwithstanding Article 10.1., the Fund Manager may suspend the determination of the Net Asset Value per Participation and if relevant per Participation Class:
 - 10.2.1 if one or more stock exchanges, on which Fund Assets are listed (or securities which belong to the assets of a collective investment scheme in which the Fund invested are listed directly or indirectly), are closed on other days than normal days of closure or if the transactions on these exchanges are suspended or subject to irregular restrictions;
 - 10.2.2 if the communication means or calculation facilities normally used to determine the Net Asset Value no longer function or if, for any other reason, the value of a Fund Asset or Fund Obligation cannot be determined with the speed or accuracy desired by the Fund Manager;
 - 10.2.3 if there are factors relating to the political, economic, military or monetary situation that make it impossible for the Fund Manager to determine the Net Asset Value;
 - 10.2.4 if a resolution to liquidate the Fund is passed.
- 10.3 The Fund Assets and the Fund Obligations shall be valued in accordance with the following valuation methods:
 - 10.3.1 unless stated otherwise in these Terms and Conditions, the Fund Assets and Fund Obligations are valued at nominal value and the amounts are stated in Euro. Amounts expressed in currencies other than the Euro shall be converted at the exchange rates at 4 p.m. London time on the Valuation Date;
 - 10.3.2 publicly listed securities shall be valued at the closing rates on the Valuation Date, or, if there has been no quotation on the Valuation Date, at the closing rates of the most recent trading day. Securities regularly listed on a stock exchange shall be valued at the most recent price delivered by reputable data vendors including without limitation Bloomberg, Reuters, Fact Set and Financial Times. Notwithstanding Article 10.2, if there has been no rate the value may be determined at the last bid price;
 - 10.3.3 non-listed securities, shall be valued by the valuation committee of the Fund Manager, whereby it shall use the value it has received from the relevant issuing institution. If such value is not made available to the Fund Manager, the valuation committee will make its own assessment of the current value of the non-listed securities. The assessment of such current value shall be based on reasonable and customary methods;
 - 10.3.4 loans against IOU (leningen op schuldbekentenis) shall be valued at market value, calculated at the discounted cash flow at the current interest term structure (contante waarde van de toekomstige kasstromen volgens de actuele rentetermijnstructuur), taking into account the risk profile of the loans; and
 - 10.3.5 in addition to the value of the securities portfolio and the cash situation, dividend receivables, interest payments, redemption payments and other future income, costs and proceeds connected to hedging of currency risks and other incurred costs and costs that will be incurred and other expenditures, including reasonable and customary provisions, will be taken into account in the valuation of the Fund Assets as well.
- 10.4 The Fund Manager (via its valuation committee) may for the purpose of valuation of the non-listed securities rely on the information received from the issuing entities as set out above, unless it has valid reasons to deviate from the valuation policies applied. The Fund Manager nor the Title Holder shall be liable towards Participant for any loss suffered by any of them in connection with a misrepresentation, inaccuracy or negligence by or on behalf of the issuing entities. In the event that a Participant suffered such loss, the Fund Manager may, at its sole discretion, use its commercially reasonable efforts to re-claim compensation from the relevant issuing entity for the benefit of the relevant Participant.
- 10.5 If an adjustment of the Net Asset Value is required after a Valuation Date in the event that the information which is needed to determine the Net Asset Value was available but not taken into account (irrespective of the reasons for this), the Fund Manager may, with retro-active effect, procure the amendment by the Title Holder

of the number of Participations issued respectively redeemed on the basis of the recalculated Net Asset Value per Participation, but only if the deviation is material to be determined by the Fund Manager at its sole discretion.

- 10.6 The reasonable decision of the Fund Manager regarding the Net Asset Value, including the determination whether a method of valuation fairly indicates fair market value, and the selection of experts for purposes of assessing the value of the Fund Assets and the Fund Obligations, shall be conclusive and binding upon all Participants.
- 10.7 The Fund Manager may delegate all or any part of its duties and responsibilities under this Article 10 to the Administrator.

11. Issue of Participations

- 11.1 Participations shall be issued pursuant to a decision of the Fund Manager. The Subscription Amount must be paid within two Business Days unless the Fund Manager at its sole discretion holds in the light of extraordinary circumstances that there are grounds for justifying another payment term. If the latter applies, the deviating payment term will be notified timely by the Fund Manager to the person(s) or legal entit(y)(ies) concerned.
- 11.2 The issue of Participations is restricted to persons or legal entities that are qualified as professional investors within the meaning of section 1:1 of the Act and these investors are not considered Specified U.S. Persons and should be considered a Non-U.S. Person as defined in the Intergovernmental Agreement.
- 11.3 Participations shall only be issued to a transparent entity for Dutch tax purposes, if (i) the transfer or assignment of participations held by participants participating in such transparent entity, other than to such Participant, is excluded and (ii) the participations in such transparent entity cannot be pledged or encumbered with any other limited right (beperkt recht) of any kind.
- 11.4 Notwithstanding Articles 11.2, 11.3, 11.7 and 11.8, the Fund Manager may at its sole discretion resolve to whom Participations shall be issued and may at its sole discretion decide to temporarily discontinue or indefinitely stop the issuance of Participations.
- 11.5 Notwithstanding Articles 11.2, 11.3, 11.7 and 11.8, the Fund Manager may at its sole discretion and on its own initiative issue Participations to Participants pursuant to Article 15 and notify the concerning Participant through a relevant notice.
- 11.6 The issue of Participations shall be null and void if issued to a transparent entity for Dutch tax purposes that does not comply with either requirement set out in Article 11.3. All Participations owned by a Participant will be cancelled automatically as per the Business Day preceding the date that the Participant no longer complies with either requirement set out in Article 11.3. Upon such cancellation the Participant will be entitled to a compensation equal to the lesser of (i) the amount that it would have received if the Participations would have been redeemed on the first Valuation Date following the date of cancellation and (ii) the amount that it would have received if the Participations would have been redeemed on the first Valuation Date following the date on which it has become apparent that the relevant Participant no longer complies with either requirement set out in Article 11.3.
- 11.7 The Fund Manager shall issue Participations in accordance with and subject to the provisions of the Subscription Form and these Terms and Conditions. An investor or Participant may obtain such Subscription Form from the Fund Manager. A signed Subscription Form will need to be received by the Fund Manager no later than 4 p.m. London time on the Business Day falling at least two Business Days before the relevant Valuation Date in relation to which an investor or Participant requests that subscription shall take place. A Subscription Form not received in time will be kept until the following Valuation Date. Completed applications are irrevocable once received by the Fund Manager.
- 11.8 A Participant that has acquired Participations in accordance with Article 11.7, may request to subscribe for additional Participations by submitting only a signed Subscription Information Form. Only for the first subscription a Subscription Form is required, not for additional subscriptions. A Participant may obtain such Subscription Information Form from the Fund Manager or such other form as the Fund Manager deems appropriate. The issue of additional Participations is subject to the same provisions that apply in respect of an issue of Participations requested by the submission of a signed Subscription Form, in accordance with Article 11.7. A signed Subscription Information Form will need to be received by the Fund Manager no later than 4

p.m. London time on the Business Day falling at least five Business Days before the relevant Valuation Date in relation to which a Participant requests that subscription shall take place. A Subscription Information Form not received in time will be kept until the following Valuation Date. Completed applications are irrevocable once received by the Fund Manager.

- 11.9 Even if the Fund Specification includes the Subscription Fee as a fixed percentage, the Fund Manager is, in its sole discretion, authorised to charge the actual costs in respect of the issue of Participations or waive (part of) these costs instead. The Fund Manager shall provide the subscribing investor or Participant with an overview of the added fees, expenses, taxes and costs. Should an issue of Participations to a Participant take place at the same moment in time as the redemption of Participations by another Participant, the Fund Manager is authorised to waive the relevant fees, expenses, taxes and costs with respect to the Participations to be issued to a Participant that are related to the same number of Participations to be redeemed by the other Participant in accordance with Article 13.8.
- 11.10 Participations shall be issued by the Fund Manager and acquired by the Participants on a Valuation Date, provided that the Subscription Amount has been paid into the Fund within the term set by the Fund Manager following Article 11.1.
- 11.11 Notwithstanding Articles 11.7 and 11.8, the Fund Manager shall determine whether the payment of the Subscription Amount can take place in cash or in kind.
- 11.12 Each Participant will be provided with a copy of these Terms and Conditions.
- 11.13 By submitting a Subscription Form to the Fund Manager in accordance with Article 11.7, the relevant Participant is bound by these Terms and Conditions.

12. Transfer or encumbrance of Participations

- 12.1 Participations are registered in the name of the relevant Participant and cannot be transferred or assigned, except by way of redemption as provided in Article 13.3.
- 12.2 Participations cannot be pledged or made subject to any other encumbrance (whether or not *a beperkt recht*) of any kind.
- 12.3 Any transfer or encumbrance in violation of Articles 12.1 or 12.2 respectively shall be null and void.

13. Redemption of Participations

- 13.1 Each Participant shall be entitled to redemption of all or some of its Participations in accordance with the provisions of this Article.
 - 13.2 The Fund Manager shall be entitled to redeem all (but not part of) the Participations of any Participant:
 - 13.2.1 if the Participant is dissolved, becomes insolvent, is unable to pay its debts, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy, any other relief under any bankruptcy, insolvency or similar law;
 - 13.2.2 if in the Fund Manager's reasonable opinion the tax position of the Title Holder, the Fund or any of the other Participants is or will become negatively affected due to the tax status or position or any change therein of the relevant Participant or any other circumstance concerning such Participant; or
 - 13.2.3 if, in the Fund Manager's reasonable opinion the Participant should be considered a Specified U.S. Person and/or not a Non- U.S. Person as defined in article 1 of the Intergovernmental Agreement;
 - 13.2.4 if, for whatever reason, the continuation of the relationship cannot reasonably be expected from the Fund Manager.
- Each Participant agrees that it shall immediately notify the Fund Manager if any such status, position, change therein or any other circumstance occurs.
- 13.3 Redemption of Participations as referred to in Article 13.1 shall only be effected as per a Valuation Date. Redemption of Participations as referred to in Article 13.2 may be effected at all times by sending the Participant a notice to that effect at least five Business Days before the effective date to be determined by the Fund Manager.
 - 13.4 A request for redemption by a Participant shall be made by completing a Redemption Form. A Participant may obtain such Redemption Form from the Fund Manager or such other form as the Fund Manager deems appropriate in case of a partial redemption. A completed Redemption Form shall be sent to the Fund Manager.

- A Redemption Form will need to be received by the Fund Manager no later than 4 p.m. London time on the Business Day falling at least five Business Days before the relevant Valuation Date in relation to which the Participant requests that redemption shall take place. Requests for redemption not received in time will be kept until the following Valuation Date. A Redemption Form may be sent by fax, post and/or e-mail, but payments of the Redemption Amount after taking the Redemption Fee into account shall not be made prior to the receipt of the original Redemption Form.
- 13.5 A Redemption Form received by the Fund Manager shall be irrevocable unless the Fund Manager agrees otherwise. Requests for redemption may be refused in case anti-money laundering verification procedures so require. The Fund Manager shall use its best efforts to comply with a request for redemption but redemption cannot be fully guaranteed given the nature of the Fund Assets.
- 13.6 If in the reasonable opinion of the Fund Manager, the interests of all Participants so dictate, the Fund Manager may, limit the redemption of Participations to a maximum of ten per cent of the Net Asset Value on the Valuation Date on which the Participations are requested to be redeemed. In this case, the number of Participations to be redeemed per Participant will be pro rata the total number of Participations offered for redemption and remaining Participations (for which redemption was requested) shall be redeemed with preference on the following Valuation Date.
- 13.7 The Fund Manager may further suspend redemption of Participations if:
- 13.7.1 the Fund Manager has suspended the determination of the Net Asset Value in accordance with Article 10.2
 - 13.7.2 the transfer of funds realised from the sale of Fund Assets cannot, in the sole opinion of the Fund Manager, be effected at normal rates of exchange;
 - 13.7.3 exchanges are not open for business or the sale of Fund Assets is otherwise restricted or suspended;
 - 13.7.4 a state of affairs exists which constitutes a state of emergency as a result of which the sale of Fund Assets would, in the sole opinion of the Fund Manager, not be practical or would negatively affect the rights of other Participants; or
 - 13.7.5 the Participant did not act in compliance with applicable legislation or the Terms and Conditions.
- If the Fund Manager suspends the repurchase or redemption of the Participations, it shall inform the AFM and the relevant supervisory authority of each Member State where the Fund is notified of such suspension without delay.
- 13.8 Even if the Fund Specification includes a Redemption Fee as a fixed percentage, the Fund Manager is in its sole discretion authorised to charge the actual costs in respect of the redemption of Participations or waive (part of) these costs instead. The Fund Manager shall provide the redeeming Participant with an overview of the deducted fees, expenses, taxes and costs. Should a redemption of Participations take place at the same moment in time as the issue of Participations to another Participant, the Fund Manager is authorised to waive the relevant fees, expenses, taxes and costs with respect to the Participations to be redeemed that are related to the same number of Participations to be issued to the other Participant in accordance with Article 11.9.
- 13.9 Upon request or after prior approval of the Participant, the Fund Manager may pay the Redemption Amount in kind. Should the Fund Manager decide for the Redemption Amount to be paid in kind, the Fund Manager will determine which Fund Assets are to be transferred and will assess the Net Asset Value of the relevant Fund Assets. The Fund Manager shall inform the Participant on its decision to pay the Redemption Amount in kind, the Fund Assets selected and the Net Asset Value of the selected Fund Assets. In case of an in-kind redemption, the Fund Manager may decide, at its sole discretion, that the Redemption Fee will not be charged, partly or fully.
- 13.10 The Redemption Amount will be paid within two Business Days after the relevant Valuation Date unless exceptional circumstances occur, in which case the Redemption Amount will be paid at the earliest possible Business Day thereafter.
- 13.11 Any and all Participations that are redeemed shall not be held by the Title Holder but shall be automatically cancelled.
- 13.12 The Fund Manager may delegate all or any part of its duties and responsibilities under this Article to the Administrator.

14. Notices

- 14.1 All notices to Participants shall be sent in writing to the addresses of Participants stated in the Register.
- 14.2 All notices to the Fund Manager shall be made in the form of email, telex, fax or by mail and shall be addressed or directed as to the addresses set out below or such other address as may have been notified to the Participants in writing:

To the Fund Manager: Aegon Investment Management B.V.
c/o Client Services & New Business
Europaweg 29
9723 AS Groningen
The Netherlands
E-mail: accountmanagementsupport@aegonam.com
Telephone number: +31(0)50-3175317
Fax: +31(0)50-3175349

- 14.3 A Participant acknowledges that email and facsimile communications may be subject to delays, misroutings, breakdown or other errors that are not attributable to the Fund Manager and that this may result in the non-receipt or delayed receipt of email and/or facsimile communications which may not be apparent to the Participant or the Fund Manager. A Participant further acknowledges and accepts that as a result of the nature of the internet the Fund Manager cannot guarantee that email communications sent to the Fund Manager shall not be viewed or intercepted whilst en route. A Participant therefore acknowledges and accepts that the use of email and facsimile communications is at the risk of the Participant.

15. Income and gains

- 15.1 Subject to Article 15.2, the balance of any income or gains derived by Participants (paid, realised or accrued) on Fund Assets and Fund Obligations, including dividends, interest, refunds of withholding tax levied, as received (or receivable) by the Title Holder on behalf and for the benefit of the Participants, will be invested in the Fund in consideration for Participations to be issued to the relevant Participants. Contrary to the above it may be paid out to the Participants, in case this occurs it will be included in the Fund Specification.
- 15.2 The Fund Manager may, at its sole discretion and at any time, decide to make payments in cash or kind of any income or gains to individual bank and/or securities accounts of the Participants. Any such payment shall be separately notified to each Participant in accordance with Article 14.1.
- 15.3 The Fund Manager will, upon instruction by way of a signed power of attorney accepted by the Fund Manager, perform tax reclaims services for and on behalf and/or in the name of a Participant. Notwithstanding Article 4.7, any liability of the Fund Manager for any damages or losses in connection with such services is hereby excluded to the extent permissible by applicable law.

16. Reporting and accounting

- 16.1 The financial year shall coincide with the calendar year.
- 16.2 The Fund Manager shall quarterly, semi-annually and annually, render reports and financial statements to the Participants with respect to the investment policy conducted, the value development of the Participations and the performance of the Fund. The annual report and financial statements (the "Annual Accounts") shall be rendered within six months after the end of the financial year and will include the following:
- (i) the balance sheet;
 - (ii) the income and expenditure statement; and

- (iii) explanatory notes with respect to the financial policy and financial management, the developments in the reporting period and a strategy with respect to the coming period including an analysis of the performance in relation to the benchmark return, as mentioned in the Fund Specification.
- 16.3 The Annual Accounts will be rendered in accordance with title 9 book 2 Dutch Civil Code (Burgerlijk Wetboek). Subsequent valuations are processed without being detrimental to the value used for subscription and redemption as described in article 10.
- 16.4 The Fund Manager shall appoint an external chartered auditor (the "Auditor"), who will be assigned to audit the Annual Accounts excluding the explanatory notes referred to in Article 16.2 (iii). The report or audit certificate of the Auditor shall be added to the Annual Accounts.
- 16.5 The Fund Manager shall send a copy of the Annual Accounts, audited by the Auditor, to each Participant, as soon as possible after it has been received by the Fund Manager. Adoption of the Annual Accounts requires the prior approval of the Meeting of Participants.
- 16.6 The Fund Manager shall provide to the Participants on request and if possible information for purposes of reporting by the Participants (by law or otherwise). The Participant shall reimburse the reasonable costs incurred by the Fund Manager. The Fund Manager accepts no liability whatsoever with respect to this information.
- 16.7 Without prejudice to the provisions of Article 16.2 and Article 16.3, the Fund Manager is obligated to maintain records (or instruct a third party to maintain records) of the Fund such that the Fund Assets and Fund Obligations can be determined at all times. The Fund Manager shall keep the documents and records described in this Article 15.3 for a period of at least seven years and during this period make these available for inspection by the Participants on request.
- 16.8 The Fund Manager may delegate all or any part of its duties and responsibilities under this Article 16 to the Administrator.

17. Fees and expenses

- 17.1 All the costs, fees (except for the fee for the Fund Manager as referred to in Article 17.2) and expenses incurred by or charged to the Title Holder or the Fund Manager in connection with the Fund, including but not limited to costs as specified in the Fund Specification, shall be paid out of the Fund Assets.
- 17.2 The fee for the Fund Manager will be charged to each individual Participant, unless the Fund Specification provides otherwise.
- 17.3 The total fee for the Third Party Investment Managers may be maximized with a budget as specified in the Fund Specification. Increasing this budget requires the approval of the Meeting of Participants.

18. Meeting of Participants

- 18.1 Meetings of Participants may only be held when called by the Fund Manager. The Fund Manager will call Meetings of Participants as follows:
 - 18.1.1 The Fund Manager must call a Meeting of Participants in the case that one or more Participants owning together at least 25 percent of the outstanding Participations request the Fund Manager to do so.
 - 18.1.2 The Fund Manager must convene a Meeting of Participants whenever otherwise required pursuant to these Terms and Conditions.
 - 18.1.3 The Fund Manager may convene a Meeting of Participants as often as it (at its sole discretion) deems necessary in the interests of the Participants.
- 18.2 The Meetings of Participants will be held in Groningen or another place to be determined by the Fund Manager. Notice for a Meeting of Participants will be given in accordance with Article 14.1 at least 14 days prior to the meeting and will state the date, time, place and agenda for the meeting.
- 18.3 The prior consent of the Meeting of Participants shall be required for the following resolutions:
 - 18.3.1 to appoint or remove a legal person affiliated to the Fund Manager and/or the Title Holder in the capacity of investment manager, custodian or in any other capacity;
 - 18.3.2 to review the power granted to a legal person affiliated to the Fund Manager and/or the Title Holder in the capacity of investment manager, including a resolution to revise the size of the assets managed by a legal person affiliated to the Fund Manager and/or the Title Holder.

- 18.4 In the event the Title Holder and the Fund Manager shall not be able to come to a joint decision in accordance with the Terms and Conditions, a binding opinion shall be requested from the Meeting of Participants.
- 18.5 The Fund Manager shall appoint a chairman and a secretary of Meetings of Participants. The chairman shall be responsible for determining the procedure to be adopted for the conduct of any Meeting of Participants. The secretary shall be responsible for the preparation of the Meeting of Participants.
- 18.6 The agenda for a Meeting of Participants shall be determined at the sole discretion of the Fund Manager save where a Meeting of Participants is convened pursuant to a request made by one or more Participants as referred to in Article 18.1.1, in which case the items brought forward by the relevant Participants shall be included in the agenda.
- 18.7 Unless otherwise indicated in these Terms and Conditions, resolutions of the Meeting of Participants shall be passed by a simple majority of the votes validly cast in a meeting in which Participants representing at least half of the Participations in issue are present or represented.
- 18.8 In Meetings of Participants, one vote may be cast per Participation.
- 18.9 The Meeting of Participants can also pass resolutions outside a meeting, provided this takes place in writing, including by fax and/or by e-mail, and Participants at least representing two thirds of the Participations in issue pronounce themselves in favour of the motion in question and all Participants have declared in writing not to object against such procedure of decision-making outside a meeting. All this is entered in the minutes register.

19. Resignation and replacement of the Fund Manager or the Title Holder

- 19.1 The Fund Manager or the Title Holder respectively shall resign:
 - 19.1.1 at the time it is dissolved;
 - 19.1.2 by voluntary resignation;
 - 19.1.3 in the event of irrevocable bankruptcy or if it loses the free management of its assets, including by way of being granted a moratorium;
 - 19.1.4 by dismissal through the Meeting of Participants in the event the Fund Manager or the Title Holder, respectively, according to a binding decision of the court, has acted with gross negligence, wilful misconduct or in material breach of the Terms and Conditions.
- 19.2 A decision of the Meeting of Participants to dismiss the Fund Manager or the Title Holder as referred to in Article 19.1.4 must be adopted by a majority representing at least two thirds of all Participations.
- 19.3 If the Fund Manager or the Title Holder wishes or is obliged to discontinue its activities pursuant to this Article 18.9, a Meeting of Participants shall be convened within 4 weeks of notification of this fact in order to appoint a successor.
- 19.4 A decision of the Meeting of Participants to appoint a new title holder or new fund manager must be adopted by a majority representing at least two thirds of all Participations in issue. All Participants shall be informed of the replacement in accordance with Article 14.1.
- 19.5 Should the Title Holder cease to perform its function for whatever reason, while no subsequent title holder has been appointed by the Meeting of Participants, the Fund Manager shall be authorised to appoint an interim title holder until a new title holder has been appointed by the Meeting of Participants. The Fund Manager shall convene a Meeting of Participants within three months after it has appointed an interim title holder for the purposes of appointing a permanent new title holder.
- 19.6 Each of the Fund Manager and the Title Holder hereby commits itself to cooperate fully in the transfer of its contractual position to a successor. In particular, the Title Holder hereby commits in advance to transfer the Fund to a successive title holder and to carry out all necessary in rem acts and other acts. The Fund Manager or the Title Holder respectively shall indemnify its successor and the Participants for all losses resulting from non-performance or defective performance of the above obligations, regardless of whether the loss is the consequence of culpable non-performance or defective performance of its obligations, for all losses resulting from breach of these conditions, applicable laws and regulations or other unlawful acts during the period the Fund Manager or the Title Holder was in office.
- 19.7 If no successive Fund Manager or Title Holder has been appointed within ten weeks after it became known that it wishes or is obliged to end its office, the Fund shall be dissolved and liquidated in accordance with the provisions of Article 21, unless the Meeting of Participants resolves to extend the aforementioned term.

20. Amendment to the Terms and Conditions

- 20.1 The Fund Manager and the Title Holder are jointly authorised to amend the Terms and Conditions. If the amendment leads to a material change, the prior approval of the Meeting of Participants is required. Any amendment in the Terms and Conditions as referred to in Article 20.2 is in any case considered to be material.
- 20.2 Any amendment to these Terms and Conditions which causes a reduction in the Participants' rights or security or imposes costs upon Participants does not become effective until one month after the date of approval of the amendment and during this period Participants shall be entitled to request redemption of their Participations. The provisions of Article 13 shall apply to any such redemption.
- 20.3 In contradiction to Article 20.2, costs charged to a subscribing or redeeming Participant in respect of the issue and/or redemption of Participations may periodically be amended to the sole discretion of the Fund Manager, under the condition that this discretionary competence may only be used when the amendment is caused by changed market conditions. This amendment does not become effective until one month after the date of notifying the participants of this amendment.
- 20.4 Any other amendment to these Terms and Conditions than an amendment in the Terms and Conditions as referred to in Article 20.2 has immediate effect unless decided otherwise by the Fund Manager and the Title Holder.
- 20.5 Upon amendment of the Terms and Conditions, the Fund Manager shall promptly send the revised Terms and Conditions including the amendments to the Participants.

21. Liquidation

- 21.1 The Fund Manager has the right to liquidate the Fund. The liquidation of the Fund by the Fund Manager requires the prior consent of the Meeting of Participants. A resolution of the Meeting of Participants holding the liquidation of the Fund shall be passed by a majority consisting of at least 95 percent of the votes validly cast at the Meeting of Participants. Notwithstanding Article 12.3, Participations may no longer be redeemed, after the resolution referred to in the preceding sentence has been passed by the Meeting of Participants.
- 21.2 The liquidation of the Fund shall be effected by the Fund Manager. During the liquidation period these Terms and Conditions shall, to the extent possible, remain in full force and effect.
- 21.3 The balance left after the liquidation shall be distributed among the Participants in proportion to the number of Participations, and the Participations shall thereby be deemed to be cancelled. Distribution to the Participants shall not take place until after the reports and financial statements (*rekening en verantwoording*) are rendered in accordance with Article 21.4. The Fund Manager shall notify the Participants of the distributions that are to be made payable, and shall inform each Participant whether the distributions due to them will be in cash or in kind.
- 21.4 The Fund Manager shall render the reports and financial statements (*rekening en verantwoording*) with respect to the liquidation of the Fund, approved by the Auditor.

22. Applicable law and competent court

- 22.1 These Terms and Conditions shall be governed by the laws of The Netherlands, and must be interpreted accordingly.
- 22.2 All disputes arising from or relating to these Terms and Conditions, including disputes concerning the existence and validity, shall in the first instance be brought before the competent courts of Groningen.

* * *

Annex 1 Fund Specifications

Annex 2 Subscription form

MM FUNDS



SUBSCRIPTION FORM



1. Interpretation

Terms used herein shall have the meaning ascribed to them in the Terms and Conditions, unless explicitly stated otherwise.

2. Subscription

- 2.1 The subscriber hereby wishes to participate in the MM [•] FUND (hereafter referred to as the "Fund") subject to the acceptance of this Subscription Form by the Fund Manager. The purchase of the respective Participations will be confirmed in a letter. The subscriber acknowledges that the Fund Manager reserves the right to reject in its absolute discretion this and any other subscription for Participations in whole or in part. The Fund Manager will determine in its sole discretion which subscriptions shall be accepted.
- 2.2 The subscriber shall transfer the Subscription Amount to the bank account of the Title Holder as referred to in schedule 1 hereto within a period of two (2) Business Days. Furthermore, the subscriber shall complete schedule 1 and enclose the documents referred to in section 3 below when sending this Subscription Form to the Fund Manager.
- 2.3 The subscriber has taken due notice of the Terms and Conditions, including the relevant Fund Specification and other Annexes, including without limitation Article 4.7 (Management and Administration, liability), Article 5.7 (Title Holder, liability), Article 11 (Issue of Participations) and Article 17 (Fees and Expenses) and acknowledges that Participations will be issued to the subscriber in accordance with the requirements and procedures set out in the Terms and Conditions.
- 2.4 If this subscription is rejected, any amount transferred by the subscriber pursuant hereto shall be returned to the subscriber on the account as indicated by the subscriber.
- 2.5 In case of a contribution in cash and the payment referred to in section 2.2 is not made correctly and timely, the Participant pays interest relating to the incorrect and/or overdue payment to be determined by the Fund Manager. The amount shall be calculated as a percentage of the deposited value equal to 7 day LIBID (as set from time to time) increased with 1 percentage point for the period of negligence. The percentage so calculated shall be at least 4 percent.
- 2.6 In case of a payment in kind and the transfer referred to in section 2.2 is not made correctly and timely, the Participant pays costs relating to the incorrect and/or overdue transfer to be determined by the Fund Manager. The sum shall be immediately payable after its determination.

3. Client Identification

- 3.1 The subscriber agrees to produce:
 - (a) a certified copy of the business registration certificate (or similar document) of the subscriber
 - (b) a certified copy of a valid ID of the legal representative(s) of the subscriber including the date of birth and the address of the legal representative(s)
 - (c) a structure chart of the subscriber including copies of business registration certificates of the legal entities included in the chart
 - (d) advice whether the subscriber is listed as charity
 - (e) any other relevant documentation as requested by the Fund Manager.

4. Undertakings, Representations and Warranties

- 4.1 In consideration of the issue of Participations to the subscriber, the subscriber undertakes, represents and warrants as follows.
- 4.2 The subscriber has independently assessed, evaluated and verified the merits and risks associated with investing in a Fund and the transactions contemplated thereunder.
- 4.3 The subscriber has knowledge of the Terms and Conditions, including the Fund Specification and other Annexes and understands and accepts the risks connected herewith and the purchase of Participations, especially that the subscriber shares pro rata its Participations in relation to all issued Participations, in

all damages, losses and costs (*schaden, aansprakelijkheden, verliezen en kosten*) incurred by the Fund Manager or the Title Holder in its role as manager (*beheerder*) respectively title holder (*juridisch eigenaar*) of the Fund under the Terms and Conditions, including the relevant Fund Specification and other Annexes.

- 4.4 The subscriber has the knowledge and expertise in business and financial matters to make it capable of assessing and evaluating the merits and risks associated with investing in a Fund and the transactions contemplated thereunder.
- 4.5 The subscriber is and will be a professional investor (*professionele belegger*) within the meaning of article 1:1 of the Act.
- 4.6 The subscriber declares to agree with the Terms and Conditions. The subscriber has had the opportunity to ask questions and receive answers concerning the Fund and the Terms and Conditions of this offering from authorised representatives of the Fund Manager.
- 4.8 The subscriber understands that it cannot dispose of its Participations except by way of redemption of the Participations under the conditions as described in the Terms and Conditions of the Fund and that it has no right to demand distribution from the Fund prior to the Fund's dissolution and liquidation other than by redemption of Participations.
- 4.9 The subscriber is willing to assume and will be able to bear the full financial and economic risk of its subscription, while maintaining adequate means of providing for its current needs and foreseeable contingencies, even in the event of a loss of its entire investment in the Fund.
- 4.10 The subscriber has obtained and complied with all registrations, declarations or filings with, or consents, licenses, approvals or authorisations of any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Fund.
- 4.11 The subscriber has obtained all legal and tax advice necessary or appropriate concerning its investment in the Fund.
- 4.12 Neither the Fund Manager, the Title Holder nor any other person acting on behalf of the Fund Manager or the Title Holder, is obliged to provide the subscriber with any financial or investment advice specific to the subscriber's individual financial position or investment objectives. Therefore the subscriber does not subscribe for Participations in the Fund pursuant to any recommendations of the Fund Manager, Title Holder or any other person acting on behalf of the Fund Manager or the Title Holder in relation to its individually financial position or investment objectives.
- 4.13 The person or persons signing on behalf of the subscriber have full power and authority to do so. If applicable, all relevant internal procedures have been complied with and all necessary internal consents have been obtained.
- 4.14 The subscriber represents that the execution and performance of this Subscription Form does not contravene or constitute a default under any provision of law applicable to the subscriber.
- 4.15 The subscriber is aware that (personal) information regarding the Participant and any associated data subjects (including contacts) may be shared within the Aegon Asset Management group. Any sharing of personal data within the group will be subject to all applicable laws and regulations and strict operating controls, as well as the robust data security practices adopted by the Manager. For detailed information how we process personal data please consult the privacy statement:
<https://www.aegonam.com/en/tertiary-navigation/privacy-statement-aim/> .
5. Redemption, Winding up and Bankruptcy
- 5.1 By signing the Subscription Form the subscriber has not intended, for any purpose, to enter into a partnership (*maatschap* or *vennootschap onder firma*) or limited partnership (*commanditaire vennootschap*) or public partnership (*openbare vennootschap*) or silent partnership (*stille vennootschap*) within the meaning of the Dutch Civil Code (*Burgerlijk Wetboek*).

5.2 If, notwithstanding the explicit intentions of the parties involved, the existing legal relationship between them is qualified by any authorised judicial body as such a partnership, the subscriber agrees, in so far as necessary, that (i) in case of a redemption of any or of all the Participations by the Participant in case of its liquidation, or in case of any other occurrence requiring under the rules of Dutch law such a partnership be dissolved, the other Participants have the right to continue and are deemed to continue the partnership and (ii) the payment for the redeemed Participations, the Redemption Amount (after reduction of the Redemption Fee), on the relevant Valuation Date is considered to be the full and final settlement of the share in the joint ownership, if and as far as present, of such a partnership.

6 Indemnification, Remedies, Waivers

- 6.1 The subscriber understands that a misrepresentation or breach of any warranty or Subscription Form made by the subscriber could subject the Fund to significant damages and expenses. The subscriber agrees to indemnify the Fund Manager and the Title Holder from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defence or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the subscriber's misrepresentation or breach of any warranty or Subscription Form herein.
- 6.2 The subscriber acknowledges that the Fund Manager is entitled to act upon fax and/or email instructions from or purported to be from the subscriber and that all such instructions, where accepted by the Fund, will be final and binding upon the subscriber. The subscriber agrees to indemnify the Fund Manager and the Title Holder against any and all claims, demands, liabilities, costs, charges, damages and expenses that may occur by reason of any act or failure to act on the part of the Fund with regard to all fax and/or email instructions so provided by the subscriber.
- 6.3 This Subscription Form shall bind and inure to the benefit of the executors, administrators, legal representatives, successors and assigns of the parties to it.
- 6.4 Unless otherwise agreed in writing by the parties hereto, this Subscription Form represents the entire Subscription Form of the parties in respect of the subscription for Participations and cannot be changed or terminated orally.
- 6.5 Should any provision of the Subscription Form, or the application with regard to any party or circumstance, be held void or entirely or partially unenforceable by any authorised judicial body, the Subscription Form shall in all other respects be fully valid and enforceable.
- 6.6 The representations, warranties and indemnification obligations of the subscriber contained in this Subscription Form shall survive the execution of this Subscription Form and the purchase of the Participations.
- 6.7 No waiver by any party of any breach of any term of this Subscription Form shall be construed as a waiver of any subsequent breach of that term or any other term of the same or of a different nature.
- 6.8 If any legal action or any arbitration or other proceeding is brought for the enforcement of this Subscription Form or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Subscription Form, the successful or prevailing party or parties shall be entitled to recover reasonable fees of attorneys and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

7 Applicable Law and Competent Court

- 7.1 This Subscription Form shall be governed exclusively by the laws of The Netherlands, and must be interpreted accordingly.
- 7.2 All disputes arising from or relating to this Subscription Form, including disputes concerning the existence and validity, shall in the first instance be brought before the competent courts of Groningen.

SCHEDULE 1

Subscription Information Form

Registered name: _____ (the "**Subscriber**")

Trade name: _____

Legal form: _____

(Corporate) seat / registered address (no P.O. boxes accepted for registration purposes) : _____

Correspondence address: _____

Nationality /place of incorporation: _____

Registration number and location of register: _____

Telephone Number: _____

Fax: _____

E-mail Address: _____

Contact person: _____

Bank Account Number : _____

Subscription date: _____

In accordance with and subject to the provisions of Article 11 of the terms and conditions (the "**Terms and Conditions**") of the Fund(s) listed below, the Subscriber requests the Fund Manager to facilitate issuance of the following Participations in the Fund(s):

Name of the Fund(s)	Number of Participations	Amount	(partly) in kind (strike out which is irrelevant)
MM [•] FUND	_____	_____	Yes / No
MM [•] FUND	_____	_____	Yes / No

The Subscriber herewith declares that

- each of the following natural persons is, directly or indirectly, holder of an interest of at least 25% or has the power to exercise 25% of the voting rights or has effective control of the subscriber:

Name(s) of natural person(s):

.....

.....

or

- there are no natural persons that, directly or indirectly, are holder of an interest of at least 25% or have the power to exercise 25% of the voting rights or have effective control of the subscriber.

The Subscriber herewith declares that:

- The Subscriber holds the Participations for its own account, as principal and solely for investment purposes; or
- The Subscriber is a transparent entity for Dutch tax purposes. The Subscriber confirms that
 - (i) the transfer and assignment of Participations in the subscriber by any participant participating in the subscriber, other than to the subscriber, is excluded; and
 - (ii) the Participations in the subscriber cannot be pledged or encumbered with any other limited right (*beperkt recht*) of any kind.

The Subscriber confirms to apply for subscription to the Fund(s) as indicated and is acquainted with the content of the Terms and Conditions of the Fund(s) as indicated. In accordance with Article 11.7 or 11.8 as applicable of the Terms and Conditions the Subscription Form will need to be received by the Fund Manager no later than 4 p.m. London time on the Business Day falling at least five Business Days before the relevant Valuation Date in relation to which the Participant requests that subscription shall take place.

For and on behalf of the Subscriber:

Name:
Title:
Date:

Name:
Title:
Date:

No certificates evidencing the issue of Participations are issued. For the first subscription the original subscription form must be sent to the Fund Manager at the address above.

Send the completed form to the Fund Manager:

Aegon Investment Management B.V.
AAM EU Fiduciary Client Services
c/o Europaweg 29, 9723 AS Groningen
Telephone number: +31(0)50-3175317
E-mail: accountmanagementsupport@aegonam.com

Annex 3 Redemption Form

Name: _____
 Address: _____
 Telephone Number: _____
 Fax: _____
 E-mail Address: _____
 Bank Account Number: _____
 Redemption date: _____

(hereafter to be referred to as the "**Participant**").

The Participant holds Participations in:

- Name of MM [•] FUND _____
- Name of MM [•] FUND _____

(hereafter referred to as the "**Participations**").

In accordance with and subject to the provisions of Article 13 of the general terms and conditions (the "Terms and Conditions") of the Fund(s) listed below, the Participant kindly requests to redeem as indicated below:

Name of the Fund(s)	Number of Participations	Amount	All (strike out which is irrelevant)	(partly) in kind (strike out which is irrelevant)
MM [•] FUND	_____	_____	Yes / No	Yes / No
MM [•] FUND	_____	_____	Yes / No	Yes / No

In case of an "in kind" redemption, the payment of the Redemption Amount will (partly) be made in kind, by the transfer and assignment of the Fund Assets mentioned below which may include a (conditional) right on tax reclaims owned by the Fund.

In accordance with Article 13.4 of the Terms and Conditions the Redemption Form will need to be received by the Fund Manager no later than 4 p.m. London time on the Business Day falling at least five Business Days before the relevant Valuation Date in relation to which the Participant requests that redemption shall take place.

For and on behalf of the Participant:

 By:
 Title:
 Date:

 By:
 Title:
 Date:

Send the completed form to the Fund Manager

Appendix V: MM Asian Real Estate Fund - Terms and Conditions of management & custody

Dated as of 1 January 2022

Definitions

In these Terms and Conditions (including the Annexes and schedules thereto) the following words have the meaning mentioned below:

"Accountant":	has the meaning ascribed thereto in Article 8.2 hereof;
"Annual accounts":	has the meaning ascribed thereto in Article 9.1 hereof;
"Asset Value for each Participant":	for each of the Participants, the amount of the Units held by the concerning Participant times the Value per Unit;
"Articles of Association":	the Articles of Association of the Stichting attached as Annex 5 hereto and as in force at any moment in time after the date of adoption of these Terms and Conditions;
"Common Reporting Standard":	the regulations as enacted by the Organisation for Economic Cooperation and Development (OECD) to improve tax compliance, as implemented in Dutch laws and regulations;
"Custodian":	the custodian of the Fund as may be appointed by the Fund Manager and Depositary jointly from time to time and of which the name is set out in the Fund Specification;
"Depositary":	Citibank Europe PLC Netherlands Branch, a public limited company incorporated in Ireland with registered number 132781 and registered office at 1 North Wall Quay, Dublin 1. Its principal place of business in Great Britain is a Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB and the Netherlands branch is located at Schiphol Boulevard 257, 1118 BH Schiphol, the Netherlands. The Depositary is authorised by the Central Bank of Ireland as a depositary but in respect of its services as a depositary in Great Britain, the Depositary is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.;
"Deposited Values" (<i>ingelegde waarden</i>):	the moneys and assets that are acquired by the Title Holder against the issue of Units to the Participants;
"FATCA":	the American Foreign Account Tax Compliance Act;
"Fund":	the contractual arrangements between the Fund Manager, Title Holder and the Participants in relation to the Fund Estate;
"Fund Assets":	the assets, including, but not limited to, the Deposited Values and other liquid assets and securities held by the Title Holder in connection with the Fund in its own name for the account and risk of the Participants;
"Fund Estate ":	the Fund Assets and the Fund Obligations;
"Fund Manager":	Aegon Investment Management B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its registered office in The Hague and its head office at Aegonplein 50, 2591 TV, The Hague. The Manager was incorporated on 6 November 1968. It is registered in the Trade Register of The Hague, under number 27075825.;

"Fund Obligations":	the obligations assumed or incurred by the Title Holder in connection with the Fund in its own name for the account and risk of the Participants;
"Intergovernmental Agreement":	the agreement between the Netherlands and the United States to improve international tax compliance and to implement the Foreign Account Tax Compliance Act;
"Management Costs":	costs charged by the external asset managers to the Fund and payable from the Fund Estate;
"Meeting of Participants":	the meeting of participants defined in Article 4 of the Articles of Association;
"Net Fund Asset Value":	the balance, expressed in Euro, of the value of the Fund Assets and the value of the Fund Obligations, determined in accordance with the provisions of Article 9.2 hereof;
"Notice of Resignation":	the notice by a Participant to the Fund Manager in accordance with the template included in Annex 3 hereto whereby the Participant requests in accordance with Article 7 to redeem a certain amount of Units;
"Notice of Subscription":	the notice by a Participant to the Fund Manager with respect to the further Units issue in accordance with template included in Annex 2 hereto;
"Participants":	the entities that qualify for participation in the Fund in accordance with the provisions of Article 6 of these Terms and Conditions and Article 7 of the Articles of Association and that participate in the Fund;
"Participation Agreement":	the agreement between a Participant, Fund Manager and Title Holder in accordance with the template included in Annex I hereto;
"Power of Attorney Reclamation Withholding Tax":	the power of attorney in accordance with the template included in Annex 4 to these Terms and Conditions;
"Product Summary":	the product summary attached as Annex 6 hereto;
"Register":	has the meaning ascribed thereto in Article 7.3 hereof;
"Specification Template":	the specification of costs in accordance with the template included in Annex 7 hereto;
"Terms and Conditions":	the terms and conditions of management and custody of the MM Asian Real Estate Fund;
"Terms and Conditions":	the terms and conditions of the Fund set forth herein, including the Annexes and schedules thereto, all as amended from time to time;
"Title Holder":	Stichting MM Asian Real Estate Fund, a foundation (<i>stichting</i>) having its statutory seat in Groningen, with its offices at Europaweg 29, 9723 AS Groningen and registered in the Commercial Register of the Chamber of Commerce with number 02095323;

“Transaction Costs”:	has the meaning ascribed thereto in Article 7.2(v) hereof;
“Units”:	the equal units in which the rights of the Participants with respect to the Net Fund Asset Value are divided, each with a nominal value of 1 Euro;
“Valuation Date”:	has the meaning ascribed thereto in Article 9.1 hereof; and
“Value per Unit”:	the Net Fund Asset Value divided by the total number of Units.

In case of contradiction or inconsistency between the provisions of these Terms and Conditions and the Fund Specification, the provisions of the Fund Specification shall prevail.

1 Name of the fund and term

- 1.1 **Name.** The name of the Fund is MM Asian Real Estate Fund.
- 1.2 **Term.** The term of the Fund shall be indefinite.

2 Nature, objects and functioning of the fund

- 2.1 **Nature of the Fund.** The Fund is not a legal entity (*rechtspersoon*). The Terms and Conditions and the performance thereof do not constitute a partnership (*maatschap* or *vennootschap onder firma*) or limited partnership (*commanditaire vennootschap*) (or public partnership (*openbare vennootschap*)).
- 2.2 **Purpose of the Fund.** The purpose of the Fund is to invest collectively in securities and real estate for the account and risk of the Participants.
- 2.3 **Functioning of the Fund.** The operation of the Fund is set out in the Product Summary.

3 Ownership, and custody of the Fund Assets

- 3.1 **Ownership of the Fund Assets.** All Fund Assets are held by the Title Holder in its own name (*in eigen naam*) for the account and risk of (*voor rekening en risico van*) the Participants. The Title Holder shall not acquire any assets for its own account (*voor eigen rekening*) or for the account of (*voor rekening van*) any third parties that are not Participants in the Fund.
- 3.2 **Custody of the Fund Assets.** The Fund Assets, which are suitable for custody, will be placed in the custody of one or more banks reputable as custodian (each a “**Custodian**”). The Custodian shall keep in custody and/or administer the Fund Assets. **Agreements.** Fund Assets may also consist of agreements entered into by the Title Holder in its own name but for the account and risk of the Participants and which cannot be placed in custody with a Custodian.

4 Management and administration of the Fund Estate

Management and investment. The Fund Manager is charged with the management of (*belast met het beheer van*) the Fund Estate and is authorized for the account and risk of the Participants (i) to invest the Deposited Values, (ii) to dispose (*beschikken*) of the Fund Assets and (iii) assume or incur Fund Obligations, in accordance with the Terms and Conditions and the Articles of Association. For the purpose as referred to in the previous sentence under (i), the Title Holder grants to the Fund Manager the authority to act in the Title Holder’s name.

5 Depositary

- 5.1 The Depositary shall place in custody all financial instruments that can be registered in a financial instruments account opened in the Depositary’s books and all financial instruments that can be physically delivered to the Depositary. The Fund Assets shall be placed in custody with a reputable custodian. The name of the custodian used is set out in the Fund Specification. The Depositary shall ensure that all those financial instruments are registered within segregated accounts, opened in the name of the Title Holder regarding the Fund, so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times.
- 5.2 For any assets other than financial instruments, the Depositary shall verify the ownership of the Title Holder regarding the Fund of such assets and shall maintain up-to-date records of those assets.

In addition, the duties which the Depositary will perform in the context of its function are:

- ensuring that the issue, redemption, and the valuation of Units is carried out in accordance with the Terms and Conditions, and applicable law;
- monitoring and verifying the Fund's cash flows, including payments of acceding and exiting participants;
- controlling whether the (net asset) value of the Fund is determined properly, periodically determine whether the procedures for determining the net asset value are followed and ensuring that in transactions involving Fund Assets, any consideration is remitted to the relevant Fund within the usual time limits;
- ensuring that the Fund's income is applied in accordance with the Terms and Conditions and applicable law; and
- carrying out instructions from the Fund Manager, unless they conflict with the Terms and Conditions or the applicable law.

5.3 The Depositary may be removed by the Fund Manager, and the Depositary can resign as depositary of the Fund, on certain grounds and under certain conditions as set forth in the depositary agreement between the Depositary, the Fund Manager and the Title Holder. Upon an (envisaged) removal or resignation of the Depositary, the Fund Manager shall with due observance of the applicable law, appoint a successor depositary.

5.4 The Depositary shall be liable to the Fund and to the Participants, for the loss of a financial instrument held in custody by the Depositary or a third party to whom the custody of financial instruments has been delegated. The Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary shall also be liable to the Fund, or to the Participants, for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations under the Depositary Agreement. Participants may claim indirectly through the Fund Manager or, if the Fund Manager does not handle the claim to the satisfaction of the Participants, the Participants are entitled to claim directly to the Depositary.

5.5 Under the terms of the depositary agreement, the Depositary has the power to delegate certain of its functions. The Fund Manager will notify the Participants where a material function is delegated. In principle, the liability of the Depositary will not be affected by such delegation. However, the Depositary may discharge its liability to a delegate if such is allowed under the depositary agreement and all requirements for the delegation as established in the applicable law are met, a discharge of liability if applicable is set out in the Product Summary.

5.6 From time to time conflicts of interest may arise between the Depositary and any delegate. In the event of any (potential) conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws.

6 Participants

6.1 **Participants.** A Participant must be a professional investor (*professionele belegger*) within the meaning of article 1:1 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*) and must not be considered a "Specified U.S. Person" and should be considered a Non-U.S. Person as defined in the Intergovernmental Agreement.

A Participant can only be a transparent entity for Dutch tax purposes, if (i) the transfer or assignment of participations held by participants participating in the Participant, other than to the Participant, is excluded and (ii) the participations in the Participant cannot be pledged or encumbered with any other limited right (*beperkt recht*) of any kind.

6.2 The Participant is obliged to provide the Fund Manager with all information necessary to determine or redetermine and verify

- (i) tax residence (according to the Common Reporting Standard), and

- (ii) the former's status (and the status of any ultimate beneficial owners) as a Non-U.S. Person and/or Specified U.S. Person under FATCA.
- 6.3 The Participant is also required to notify the Fund Manager in writing of any changes to its FATCA status (and the status of any ultimate beneficial owners). The Fund Manager is authorised to offer a Participant's Units for redemption in line with Article 8.2.(vi) if the Fund Manager has reason to assume that a Participant and/or ultimate beneficial owner:
- (i) is not or is no longer a Non-U.S. Person; or
 - (ii) can be considered a Specified U.S. Person, or
 - (iii) if the Fund Manager is of the reasonable opinion that a Participant has failed to provide any information or sufficient information to enable the Fund Manager to determine the Participant's status (or the status of its ultimate beneficial owners) is in line with the requirements for Participating in the Fund as described in this Article.
- 6.4 If the Fund Manager intends to use this authority, Article 8.2 of the Terms and Conditions applies mutatis mutandis, in which respect the Fund Manager is expected to give a Notice of Resignation on behalf of the Participant. The Participant will be informed of the Fund Manager's decision to invoke the aforementioned authority in accordance with Article 8 of the Terms and Conditions.
- 6.5 **Participation.** Participation by new Participants in the Fund is only possible with prior written approval of the Fund Manager. The Fund Manager will reject a Participant, if it is of the opinion that the fiscal status of the Fund or the existing Participants would be threatened by such participation.
- 6.6 **Date of participation or resignation.** The Fund Manager shall determine the date on which the Participants can participate or resign, provided however that participation or resignation may only occur as at a Valuation Date. The Fund Manager shall use its best efforts to make a participation or resignation feasible as soon as possible, but cannot guarantee anything in this respect.
- 6.7 **Participation or resignation in cash or kind.** The Fund Manager shall determine whether the participation or resignation will take place in cash or kind and shall inform the Participant accordingly. Should the Fund Manager decide that the participation or resignation takes place in kind, the Fund Manager will also assess the value of the assets that are to be transferred for the satisfaction of the contribution and redemption obligations respectively.
- 6.8 **Guarantee.** The guarantee offered by the Participant in accordance with the Participation Agreement to fulfil the Fund Obligations remains valid also in case the Participant wholly or partly resigns. If requested thereto, the resigning Participant shall provide security, up to the resignation amount (at the most).
- 6.9 **Bound by the Terms and Conditions.** Through the signing of the Participation Agreement the relevant Participant is bound by the Terms and Conditions.
- 6.10 **Rights.** Each Participant is entitled to the Fund Estate pro rata the number of its Units.
- 6.11 **Data protection.** The Participant is aware that (personal) information regarding the Participant and any associated data subjects (including contacts) may be shared within the Aegon Asset Management group. Any sharing of personal data within the group will be subject to all applicable laws and regulations and strict operating controls, as well as the robust data security practices adopted by the Fund Manager. For detailed information how we process personal data please consult the privacy statement: <https://www.aegonam.com/en/tertiary-navigation/privacy-statement-aim/>.

7 Units

- 7.1 **Non-assignable registered rights.** Units are registered in the name of the relevant Participant and cannot be transferred or assigned, except for redemption by the Fund Manager and/or Title Holder, and cannot be pledged or encumbered with any other limited right (*beperkt recht*) of any kind. Participation certificates (*participatie-bewijzen*) will not be issued.
- 7.2 **Issue and redemption.** The Fund Manager and/or Title Holder shall issue or redeem the Units pursuant to and in accordance with the provisions of the Participation Agreement and the Notice of Subscription, or the Notice of Resignation respectively, subject to the following conditions:
- (i) Participants may acquire Units on each Valuation Date by notifying the Fund Manager by means of a signed Notice of Subscription or a signed Participation Agreement up to 7 days before the relevant Valuation Date;

- (ii) Participants can have Units redeemed by the Fund Manager and/or Title Holder on each Valuation Date by notifying the Fund Manager by means of a signed Notice of Resignation up to 7 days before the relevant Valuation Date, mentioning the amount of the redemption or the number of Units;
- (iii) on the Valuation Date the Participant, or the Title Holder, as applicable, shall transfer in Euro the amount of the contribution, or the redemption, to the account of or, in the event that the participation or redemption takes place (in accordance with the provisions of Article 6.75) in kind, transfer the assets to the Title Holder or the Participant;
- (iv) as soon as possible after the relevant Valuation Date the Title Holder and the Fund Manager shall determine the amount of the issue or redemption respectively, based upon the Net Fund Asset Value as determined on that relevant Valuation Date and enter this information into the Register;
- (v) to insulate other Participants from the effect on the Fund Estate of the costs incurred in connection with the issue or redemption of Units to a Participant, the concerning Participant will be charged the monies (including fees, taxes and expenses) owed in connection with the purchase and disposal of Fund Assets, to the extent that this purchase or disposal results from or can be related to the issue or redemption of such Units (the "**Transaction Costs**"). The Fund Manager and/or the Title Holder is/are authorized to offset the Transaction Costs from the amount of the Units to be issued, and the amount of the redemption respectively. Should the issue or redemption of Units to one Participant take place at the same moment in time as the redemption or issue of Units to another Participant, the Fund Manager and/or Title Holder is/are authorized to waive the Transaction Costs with respect to the Units to be issued to or to be redeemed by one Participant, and the Transaction Costs that are related to the same number of Units to be issued to or to be redeemed by the other Participant;
- (vi) the Fund Manager and/or Title Holder is/are allowed to redeem Units of a Participant (fully or partially) on its own initiative by sending the Participant a notice of resignation no more than 20 days before a Valuation Date, and pursuant to Article 9.3 of these Terms and Conditions by notifying the Participant through a notice of resignation no more than 7 days before a Valuation Date; and
- (vii) where appropriate the Fund Manager will on its own initiative issue Units to Participants pursuant to Article 9.3 of these Terms and Conditions and notify the concerning Participants through a notice of subscription.

7.3 **Register.** Registration is effected by entry in the Register to be kept by the Fund Manager. Each registration will include:

- the name and address where the Participant wishes to receive correspondence;
- the number of Units per Participant, the Net Fund Asset Value, the Value per Unit, the Asset Value per Participant and, should one Participant have transferred to the Title Holder more than one part of an asset (*deelvermogen*) for the purpose of management and custody, of the number of Units per part of an asset (*deelvermogen*) of the value per part of an asset;
- the Participant's seat, tax residence (according the Common Reporting Standard) and actual business location; and
- the Participant's tax status for corporate income tax purposes.

7.4 A Participant will immediately inform the Fund Manager in writing of any change of address, change of seat, change of business location and (potential) change of its tax status.

7.5 An extract from the Register signed by the Fund Manager against the Participant's name shall be conclusive evidence of its Units, subject to rebuttal by the Participant. The Fund Manager will only provide information in relation to the Units held by the relevant Participant.

8 Reports and financial statements

8.1 **Annual Accounts.** The Fund Manager shall annually within 6 months of the end of the financial year render reports and financial statements to the Participants with respect to the policy conducted, the value development of the Units and the performance. The annual reports and financial statements (the "**Annual Accounts**") will include the following:

- (i) the balance sheet;
- (ii) the income and expenditure statement; and

- (iii) explanatory notes with respect to the financial policy and financial management, the developments in the reporting period and a strategy with respect to the coming period including a return comparison (*rendementsvergelijking*), as mentioned in the Product Summary.

The financial year shall coincide with the calendar year.

- 8.2 **Accountant.** The Fund Manager shall appoint an external chartered accountant (the "**Accountant**"), who will be assigned to audit the Annual Accounts excluding the explanatory notes referred to in Article 8.1(iii). The report or audit certificate of the Accountant shall be added to the Annual Accounts.
- 8.3 **Copy of the Annual Accounts.** The Fund Manager shall send a copy of the Annual Accounts, audited by the Accountant, to each Participant, as soon as possible after it has been received by the Fund Manager. Adoption of the Annual Accounts requires prior approval of the Meeting of Participants. The Meeting of Participants has to inform the Fund Manager of its approval or rejection of that (and with respect to the latter this will include a statement of the reasons therefor) within 2 weeks of dispatch by the Fund Manager.
- 8.4 **Report.** The Fund Manager shall send an extract from the Register concerning its participation as soon as possible after the next Valuation Date, if so requested by the Participant.
- 8.5 **Further Report.** The Fund Manager shall provide to the Participants on request and if possible information required for reporting purposes by law or otherwise. The Participant shall reimburse the costs incurred by the Fund Manager.
- 8.6 **Administration.** Without prejudice to the provisions of Article 8.1 and Article 8.2 the Fund Manager is obligated to maintain records (or instruct a third party to maintain records) of the Fund Estate such that the Fund Assets and Fund Obligations can be determined at all times. The Fund Manager shall keep the documents and records described in Article 8 for a period of at least 7 years and during this period make these available for inspection by the Participants on request.

9 Assessment of the Net Fund Asset Value

- 9.1 **Valuation Date.** The last working day of any month shall be a Valuation Date including the weekly working days determined by the Fund Manager at the request of a Participant. The Fund Manager can designate other days as Valuation Dates. The Net Fund Asset Value on the Valuation Date will be calculated no later than 7 days after the Valuation Date.
- 9.2 **Calculation of the Net Fund Asset Value.** The Net Fund Asset Value shall be calculated as follows:
 - (i) unless stated otherwise in the Terms and Conditions, the assets and liabilities are valued at nominal values and the amounts are stated in Euro. Amounts expressed in currencies other than the Euro shall be converted at the exchange rates at 16:00 p.m. London time on the Valuation Date;
 - (ii) publicly listed securities shall be valued at the closing rates on the Valuation Date, or, if there has been no quotation on the Valuation Date, at the closing rates of the most recent trading day. If there has been no rate the value shall be determined at the last bid price;
 - (iii) non-listed securities, including but not limited to shares, units and participations, shall be valued on the basis of the most recent actual intrinsic value, determined in accordance with reasonable and customary methods and supplied by the company or entity which issued the securities;
 - (iv) the purchase or sale of publicly listed securities on any Valuation Date before 17:00 p.m., shall be valued at the closing rates or, in case of the purchase or sale of non-listed securities, on the basis of the actual value;
 - (v) loans against IOU (*Ieningen op schuldbekentenis*) shall be valued at market value, calculated at the discounted cash flow at the current interest term structure (*contante waarde van de toekomstige kasstromen volgens de actuele rentetermijnstructuur*), taking into account the risk profile of the loans; and
 - (vi) in addition to the value of the securities portfolio and the real estate, and the cash situation, dividend receivables, interest payments, redemption payments and other future income, costs and proceeds connected to hedging of currency risks and other incurred costs and costs that

will be incurred and other expenditures, including reasonable and customary provisions, will be taken into account in the valuation of the Fund Assets as well.

- 9.3 **Value per Unit.** The Value per Unit is calculated on the basis of the Net Fund Asset Value determined in accordance with Article 9.1 and Article 9.2, accurate to five decimals.

10 Costs

All the costs payable by the Fund Manager and/or Title Holder, including Management Costs, costs as specified by the Specification Template and other costs connected to the Fund, shall be charged to the Fund Estate. The fee for the Fund Manager will be charged to each individual Participant.

11 Reinvestment of the proceeds

- 11.1 All income from the Fund Assets, including also the proceeds of sales (not connected to a redemption), the net amount of the dividends received by the Title Holder and other income from securities, as well as refunded Dutch and foreign withholding taxes, shall be reinvested by the Fund Manager in accordance with these Terms and Conditions, unless the Fund Manager at its sole discretion decides to distribute (part of) the income (including the proceeds of the sales) to the Participants.

- 11.2 To the extent that such net income and refunded withholding taxes do not constitute the same percentage of gross income (under any applicable tax treaty or otherwise) for each Participant:

- (i) any shortage attributable to certain Participants shall be deemed to be withdrawn from the Fund by such Participants through redemption of Units; or
- (ii) any surplus that is only attributable to certain Participants shall be deemed to be contributed by such Participants on additional Units issued to them,

options (i) or (ii) above shall be at the discretion of the Fund Manager but always in a manner that the relevant income of the Fund Assets accrues to each of the Participants as if the Participants held the Fund Assets directly rather than via Units.

12 Exclusion/limitation of liability Title Holder and Fund Manager

- 12.1 The Fund Manager and/or the Title Holder shall not be liable for damage (*schade*) incurred by a Participant as a result of any failure in the performance (*tekortkoming in de nakoming*) of an obligation of the Fund Manager and/or the Title Holder under the Terms and Conditions except if and to the extent that the damage is directly caused (*het directe gevolg van*) by wilful default, intentional recklessness bordering on wilful default or gross negligence of (*een tekortkoming die te wijten is aan opzet, aan opzet grenzende bewuste roekeloosheid of grove nalatigheid van*) the Fund Manager or Title Holder respectively.

- 12.2 The Fund Manager and/or Title Holder shall not be liable for damage (*schade*) incurred by a Participant as a result of acts by the Fund Manager and/or Title Holder respectively in accordance with the Terms and Conditions on the instructions of the Participant and in reasonable good faith that the instructions were given by authorized individuals. The liability of the Fund Manager and/or Title Holder shall in all events be limited to the amount paid out by the professional insurer.

- 12.3 The Participant accepts that the value of the investments fluctuates and that the Fund Manager and/or Title Holder cannot guarantee that the Fund Assets shall keep or reach a certain value, nor that the investments policy conducted by the Fund Manager and/or Title Holder respectively shall show a certain profitability.

- 12.4 The Participant is obligated to indemnify the Fund Manager and/or Title Holder against all costs, losses, claims and expenditures of the Fund Manager and/or Title Holder that (i) are the result of a claim by a third party against the Fund Manager and/or Title Holder, by itself or together with the Participant, due to any action or inaction of the relevant Participant; (ii) are the result of a failure in the performance (*tekortkoming in de nakoming*) of an obligation of the relevant Participant, except if and to the extent that the damage is caused by wilful default, intentional recklessness bordering on wilful default or gross negligence of (*een tekortkoming die te wijten is aan opzet, aan opzet grenzende bewuste roekeloosheid of grove nalatigheid van*) the Fund Manager and/or Title Holder; (iii) are the result of or related to the use by

the Fund Manager and/or Title Holder of its powers of attorney or its discretion to act in accordance with the Terms and Conditions for the relevant Participant.

13 Amendment to the Terms and Conditions

The Fund Manager and Title Holder are jointly authorised to amend the Terms and Conditions. In case of material amendments prior approval of the Meeting of Participants is required. The amendments to the Terms and Conditions have immediate effect and the Participants shall be notified thereof within a reasonable period of time. Within one month after the notification of amendment the Participant has the right to request that the Fund Manager to redeem the Units in accordance with the Terms and Conditions as in force before the amendment became effective.

14 Liquidation

- 14.1 The Fund Manager has the right to liquidate the Fund. The liquidation of the Fund by the Fund Manager requires the prior consent of the Meeting of Participants. A resolution of the Meeting of Participants holding the liquidation of the Fund shall be passed by a majority consisting of at least 95 percent of the votes validly cast at the Meeting of Participants. After it has sent the notice of liquidation the Fund Manager shall no longer redeem Units.
- 14.2 The liquidation of the Fund shall be effected by the Stichting. During the liquidation period these Terms and Conditions shall, to the extent possible, remain in full force and effect.
- 14.3 The balance left after the liquidation shall be distributed among the Participants in proportion to their participation, and the Units shall thereby be deemed to be cancelled. Distribution to the Participants shall not take place until after the reports and financial statements (*rekening en verantwoording*) are rendered in accordance Article 14.4 below. The Stichting shall notify the Participants of the distributions that are to be made payable, and shall inform each Participant of the nature of the distributions due to them.
- 14.4 The Fund Manager shall render the reports and financial statements (*rekening en verantwoording*) with respect to the liquidation of the Fund, approved by the Accountant.

15 Applicable law, competent court

- 15.1 These Terms and Conditions shall be governed by the laws of The Netherlands, and must be interpreted accordingly.
- 15.2 All disputes arising from or relating to these Terms and Conditions shall in the first instance be brought before the competent courts of Groningen.

* * *

Annex 1 Participation agreement template

THE UNDERSIGNED:

- (1) **STICHTING MM ASIAN REAL ESTATE FUND**, a stichting having its statutory seat in Groningen, with its offices at Europaweg 29-33, 9723 AS in Groningen and listed in the Commercial Register of the Chamber of Commerce Groningen with number 02095323 (the "**Title Holder**");
- (2) **Aegon Investment Management B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) with its registered office in The Hague and its head office at Aegonplein 50, 2591 TV, The Hague. The Manager was incorporated on 6 November 1968. It is registered in the Trade Register of The Hague, under number 27075825 ("**Fund Manager**"); and
- (3) [•] (the "**Participant**").

CONSIDERING THAT:

- a) the Title Holder pursuant to the Terms and Conditions (as defined below) of the MM Asian Real Estate Fund (the "**Fund**") holds the Fund estate on behalf of the participants of the Fund;
- b) the Participant desires to participate in the Fund; and
- c) the requirements of Article 7 of the Terms and Conditions are fulfilled.

HEREBY AGREE AS FOLLOWS:

DEFINITIONS AND SCOPE OF APPLICATION OF THE TERMS AND CONDITIONS

The terms used in this agreement (this agreement including the schedules and annexes thereto: the "**Participation Agreement**") have, unless provided otherwise, the same meaning as set out in the terms and conditions attached as **Schedule 2** (the "**Terms and Conditions**"). All relations between the Participant, Fund Manager and Title Holder are governed by this Participation Agreement and the Terms and Conditions.

1. PARTICIPATION

The Participant hereby undertakes to the Title Holder, in accordance with the provisions of the Terms and Conditions and this Participation Agreement, on [•] (the "**Subscription Date**") to:

- (a) in case of a contribution in cash: pay to the Title Holder an amount of Euro [•] (the "**Deposited Value**") payable by transferring to one or more bank accounts designated by the Title Holder, provided that the Title Holder can dispose of the monies on the Subscription Date; or
- (b) in case of a payment in kind: transfer (or procure a third party to transfer) the assets (the "**Deposited Value**") as set out in **Schedule 1** to this Participation Agreement to one or in more securities accounts designated by the Title Holder provided that the Title Holder can dispose of the securities on the Subscription Date. Transfers, other than of listed securities, shall occur in the appropriate manner.

The payment referred to in (a) or the transfer referred to in (b) shall be the consideration for the Units issued by the Title Holder (the "**Subscription**") as per the Subscription Date.

2. PENALTY FOR OVERDUE PAYMENT/ TRANSFER

- (a) If the payment referred to in Article 2(a) is not made correctly or timely, the Participant forfeits interest relating to the incorrect and/or overdue payment to be determined by the Fund Manager. The amount shall be calculated as a percentage of the deposited value equal to 1 month EURIBOR (as set from time to time) increased with 1 percentage point for the period of negligence. The percentage so calculated shall be at least 4 percent.
- (b) If the transfer referred to in Article 2(b) is not made correctly or timely, the Participant forfeits costs relating to the incorrect and/or overdue transfer to be determined by the Fund Manager.
- (c) The forfeited sum shall be immediately payable after its determination.

3. ACCEPTANCE SUBSCRIPTION, ISSUE UNITS

The Fund Manager hereby accepts the Subscription and undertakes to the Participant, in accordance with the provisions of the Terms and Conditions and this Participation Agreement, as from Subscription Date, to issue a number of Units to the Participant equal to the Deposited Value, minus the total sum of the Transaction Costs referred to in Article 8(2)(v) of the Terms and Conditions, divided by the Value per Unit on the Subscription Date.

4. THE GUARANTEES AND WARRANTIES OF THE PARTICIPANT

The Participant undertakes (*garandeert*) and agrees with the Stichting the following:

- (a) the Participant is a professional investor (*professionele belegger*) within the meaning of article 1:1 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*), and has sufficient business and financial experience and understanding to assess the merits and risks of investments in Units;
- (b) [the Participant holds the Units for its own account, as principal and solely for investment purposes.] / [the Participant is a transparent entity for Dutch tax purposes. The Participant confirms that (i) the transfer and assignment of participations in the Participant by any participant participating in the Participant, other than to the Participant, is excluded and (ii) the participations in the Participant cannot be pledged or encumbered with any other limited right (*beperkt recht*) of any kind]²;
- (c) the Participant bears the full financial and economic risk of its Subscription and will at same time have sufficient means to meet its current needs and foreseeable expenditures;
- (d) the competent bodies or competent body of the Participant have (has) knowledge of the Participation Agreement and Terms and Conditions and understand(s) and accept(s) the risks for the Participant of this Participation Agreement and the purchase of Units, especially that the Participant shares pro rata its Units in relation to all issued Units, in all damages, liabilities, losses and costs (*schaden, aansprakelijkheden, verliezen en kosten*) incurred by the Fund Manager and/or Title Holder in their role as manager (*beheerder*) and title holder (*juridisch eigenaar*) of the Fund Estate (however without the obligation to contribute any amount in addition to its Deposited Value), except if and to the extent that the losses are attributable to wilful default, intentional recklessness bordering on wilful default or gross negligence of (*kunnen worden toegerekend aan een tekortkoming die te wijten is aan opzet, aan opzet grenzende bewuste roekeloosheid of grove nalatigheid van*) the Fund Manager and/or Title Holder, or to intentional non-performance by the Fund Manager and/or Title Holder, respectively of its obligations under the Participation Agreement. The provisions of this article will not affect the provisions of article 7.6 of the Terms and Conditions in conjunction with article 5 (k) of this Participation Agreement;
- (e) neither the Fund Manager nor the Title Holder, nor any other person acting on behalf of the Fund Manager and/or Title Holder respectively, have provided any warranties or guarantees for the benefit of the Participant. Regarding its own financial position (including the tax consequences) the Participant did not rely on any advice of the Fund Manager and/or Title Holder, respectively or other individuals acting on behalf of the Fund Manager and/or Title Holder with respect to this investment;
- (f) the Participant has been validly and duly incorporated and is currently a [•] under [•] law;
- (g) this Participation Agreement and the Terms and Conditions are approved by the competent bodies or the competent body of the Participant;
- (h) the signing and the performance of this Participation Agreement fall within the object clause of the articles of association and within the competence of the Participant and are in the interest of the Participant;
- (i) the Participant is authorized to sign this Participation Agreement and to fulfil all obligations arising from this agreement. For this purpose the Participant does not have to register or otherwise perform

² Depending on the fiscal status of the Participant, the Participant has to make the one or the other statement.

acts with any public authority or independent supervisory authority, as all registrations or acts in respect of such public authority or independent supervisory authority (in so far as necessary) have taken place;

- (j) the signing and the performance by the Participant of this Participation Agreement does not conflict with and will not result in any claim for default (*ingebrekestelling*) against the Participant under (i) any provision of law applicable to the Participant, or (ii) any directive, rule or instruction of any public authority or independent supervisory authority which supervises the business of the Participant, or (iii) the articles of association or other organizational documents of or regarding the Participant, or (iv) any Participation Agreement, judgment, judicial ruling or order, verdict, decree or other instrument binding on the Participant; and
- (k) the Participant guarantees the fulfilment of the Fund Obligations in proportion to the Participations held by him.

5. REDEMPTION, WINDING UP AND BANKRUPTCY

By signing the Participation Agreement the Participant has not intended, for any purpose, to enter into a partnership (*maatschap* or *vennootschap onder firma*) or limited partnership (*commanditaire vennootschap*) with the present Participants or the Fund Manager and/or Title Holder. If notwithstanding the explicit intentions of the parties involved, the existing legal relationship between them is qualified by any authorized judicial body as such a partnership, the Participant agrees, in so far as necessary, that (i) in case of a redemption of any or of all the Units by the Participant in case of its liquidation, or in case of any other occurrence requiring under the rules of Dutch law such a partnership be dissolved, the other Participants have the right to continue and are deemed to continue the partnership and (ii) the payment of the value attributable to the redeemed Units on the basis of the Value per Unit on the redemption date is considered to be the full and final settlement of the share in the joint ownership, if and as far as present, of such a partnership.

6. ADDITIONAL SUBSCRIPTION

If the Participant desires to acquire additional Units in accordance with Article 8.2 of the Terms and Conditions, the issue thereof will be governed by the Notices of Subscription and, *mutatis mutandis*, by the provisions of this Participation Agreement, except Articles 2 and 3.

7. INDEMNITY

The Participant indemnifies the Fund Manager and/or Title Holder and persons connected to them, including the board of management, employees and advisers, without requesting or receiving any compensation therefor, against any claim, loss, damage, liability or costs, including the costs of legal advisers, to the extent that these are incurred by any of the Fund Manager or the Title Holder and the persons mentioned above as a result of an incorrect representation of the facts by the Participant or by any act or omission of the Participant in breach of the Participation Agreement.

8. RECOURSE

In case the Participant does not fulfil its obligations under the Participation Agreement, the Fund Manager and/or Title Holder reserve all rights and legal remedies available to them under this Participation Agreement under Dutch law and otherwise. If the Fund Manager and/or the Title Holder does not exercise a right or a legal remedy available to it under the Participation Agreement, this should not be interpreted as a waiver of the right to exercise such right or any other right or legal remedy in the future. The exercise of any right or legal remedy by the Fund Manager and/or Title Holder available to them under this Participation Agreement does not prejudice the exercise by the Fund Manager and/or Title Holder of the other rights available to them under this Participation Agreement under Dutch law or otherwise.

9. VALIDITY OF WARRANTIES

The statements, guarantees (*garanties*), acknowledgements, Participation Agreements and warranties made by the Participant remain in full force and effect after the Subscription Date. If there is any change in anything

stated, guaranteed, warranted or acknowledged by a Participant at the time of participation in the Fund, it shall notify the Stichting thereof without delay.

10. STATEMENTS

All statements, including requests, offers, notices of consent, reports and other communications, shall be made in the form of email, telex or fax, or by email, post-paid. All messages shall be sent to the address of the relevant party as described in the preamble of this Participation Agreement.

Statements may also be sent to the address, email address or telex or telefax number as notified by a party according to its last message to the other parties. A message is effective as from its receipt.

11. ONE PARTICIPATION AGREEMENT; AMENDMENTS

The Participation Agreement fully describes the existing agreement between parties with respect to the present subject and replaces any preceding participation agreement with respect to this same subject.

12. DIVISIBILITY

Should any provision of the Participation Agreement, or the application thereof with regard to any party or circumstance, be held void or entirely or partially unenforceable by any authorized judicial body, the Participation Agreement shall in all other respects, retaining the applicability of any other provision than the provision held void or entirely or partially unenforceable, be fully valid and enforceable.

13. CHOICE OF LAW; COMPETENT COURT

- (a) This Participation Agreement shall be governed by the laws of The Netherlands, and shall be interpreted accordingly.
- (b) The Participant hereby irrevocably accepts that with regard to the interpretation of the provisions of the Participation Agreement the courts of The Hague are competent.

STICHTING MM ASIAN REAL ESTATE FUND

by:
title:
date:

by:
title:
date:

AEGON INVESTMENT MANAGEMENT B.V.

by:
title:
date:

by:
title:
date:

[PARTICIPANT]

by:
title:
date:

by:
title:
date:

SCHEDULE I to the Participation Agreement

Description of the Deposited Value

Securities:	Number:
--------------------	----------------

Annex 2 Notice of Subscription

[•] (the "**Participant**") participates in the MM Asian Real Estate Fund by virtue of a Participation Agreement dated [•] and desires to acquire additional Units under the following conditions.

1 DEFINITIONS

The terms used in this Notice of Subscription have, unless stated otherwise, the same meaning as those in the terms and conditions (the "**Terms and Conditions**") of the MM Asian Real Estate Fund (the "**Fund**") adopted on [•].

2 SUBSCRIPTION

The Participant hereby undertakes to the Title Holder, in accordance with the provisions of the Terms and Conditions and this Participation Agreement and this Notice of Subscription, on [•] (the "**Subscription Date**") to:

- (a) in case of a contribution in cash: pay to the Title Holder an amount of Euro [•] (the "**Deposited Value**") payable by transferring to one or more bank accounts designated by the Title Holder, provided that the Title Holder can dispose of the monies on the Subscription Date; or
- (b) in case of a payment in kind: transfer (or procure a third party to transfer) the assets (the "**Deposited Value**") as set out in the **schedule** (the "**Schedule**") to this Notice of Subscription to one or in more securities accounts designated by the Title Holder provided that the Title Holder can dispose of the securities on the Subscription Date. Transfers, other than of listed securities, shall occur in the appropriate manner.

The payment referred to in (a) or the transfer referred to in (b) shall be the consideration for the Units issued by the Title Holder (the "**Subscription**") as per the Subscription Date.

3 PENALTY FOR OVERDUE PAYMENT/ TRANSFER

- (a) If the payment referred to in Article 2(a) is not made correctly or timely, the Participant forfeits interest relating to the incorrect and/or overdue payment to be determined by the Fund Manager. The amount shall be calculated as a percentage of the deposited value equal to 1 month EURIBOR (as set from time to time) increased with 1 percentage point for the period of negligence. The percentage so calculated shall be at least 4 percent.
- (b) If the transfer referred to in Article 2(b) is not made correctly or timely, the Participant forfeits costs relating to the incorrect and/or overdue transfer to be determined by the Fund Manager.
- (c) The forfeited sum shall be immediately payable after its determination.

4 CHOICE OF LAW; COMPETENT COURT

- (a) This Notice of Subscription shall be governed by and interpreted in accordance to the laws of The Netherlands.
- (b) The Participant hereby irrevocably accepts that with regard to the interpretation of the provisions of the Notice of Subscription the courts of The Hague are competent.

[PARTICIPANT]

by:
title:
date:

by:
title:
date:

SCHEDULE I to the Participation Agreement
Description of the Deposited Value

Securities:	Number:

Annex 3 Power of Attorney reclamation withholding tax

Herewith [name Participant] in its capacity of Participant³ in the MM Asian Real Estate Fund (the "Fund"), authorizes the Fund Manager with the right of substitution, to reclaim or deduct Netherlands dividend withholding tax withheld for its account, foreign withholding levies and comparable levies to the extent that these are related to the securities belonging to the Fund. The authority is valid for period of time but will be terminated by operation of law if [name Participant] no longer participates in the Fund. Furthermore [name Participant] is in its capacity of Participant at all times authorized to withdraw this power of attorney by mere notification to the Fund Manager.

[name Participant] shall fully assist the Fund Manager to reclaim Dutch and/or foreign withholding tax by providing the required information and anything else otherwise necessary or required therefor.

[name Participant] shall fully assist the Fund Manager as may be required to achieve the reclamation or deduction, through the provision and signing of treaty forms, residency certificates and all required documents and in every other manner as considered by the Fund Manager to be in the interest of the Participant.

The competent courts of Groningen shall have exclusive jurisdiction to decide on any disputes, which may arise out of or in connection with this power of attorney. This power of attorney shall be governed by and interpreted in accordance with the laws of The Netherlands.

[name Participant] hereby indemnifies the Fund Manager against any liability that may be incurred by it with respect to its acts performed under this power of attorney.

Signed at _____ on _____

[PARTICIPANT]

by:
title:

by:
title:

³ If the Participant is a transparent entity for Dutch fiscal purposes, the Participant could if required grant a power of attorney on behalf of all (but not one or some) separate participants in that entity.

Annex 4 Articles of Association



**+simmons
simmons**

26 oktober 2020
089920-00011 (653074)

Akte van statutenwijziging

van

Stichting MM Asian Real Estate Fund

statutair gevestigd te gemeente Groningen

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Akte van statutenwijziging

Op zes en twintig oktober tweeduizend twintig verscheen voor mij, mr. Gijs ter Braak, notaris te Amsterdam: _____

Kaj de Jong, met kantooradres Claude Debussylaan 247, 1082 MC Amsterdam, geboren te IJmuiden, gemeente Velsen, op negentien april negentienhonderd achtenzestig. _____

De verschenen persoon heeft het volgende verklaard: _____

- (A) **Stichting MM Asian Real Estate Fund**, een stichting, statutair gevestigd in de gemeente Groningen en kantoorhoudende te Europaweg 31, 9723 AS Groningen, ingeschreven in het handelsregister onder dossiernummer 02095323 (de "Stichting") werd opgericht bij akte op zesentwintig september tweeduizend zes verleden voor notaris mr. Fokko Aleid Keuning, notaris te Groningen en sindsdien zijn statuten van de Stichting niet meer gewijzigd; _____
- (B) het bestuur van de Stichting heeft op negen september tweeduizend twintig besloten tot algehele wijziging van de statuten van de Stichting;
- (C) alle participanten hebben goedkeuring verleend tot de voorgenomen wijziging van de statuten van de Stichting; en _____
- (D) hij bij dat bestuursbesluit werd gemachtigd de akte van statutenwijziging te doen verlijden en te ondertekenen. _____

De verschenen persoon, handelend als gemeld, verklaarde vervolgens de statuten van de Stichting algeheel te wijzigen en vast te stellen als volgt: _____

STATUTEN: _____

Artikel 1 _____

Begripsbepalingen _____

- 1.1 In de Statuten (zoals hierna gedefinieerd) wordt verstaan onder: _____
 - (a) "Beheerder": AEGON Investment Management B.V., een besloten vennootschap met beperkte aansprakelijkheid, statutair gevestigd te 's-Gravenhage, ingeschreven in het handelsregister onder dossiernummer 27075825, dan wel haar rechtsopvolger van tijd tot tijd of een andere beheerder die van tijd tot tijd kan worden benoemd in overeenstemming met de Fondsvoorwaarden; _____
 - (b) "Bestuur": het bestuur van de Stichting; _____



- (c) "Bestuurder": een bestuurder van de Stichting; _____
 - (d) "Fonds": het samenstel van bezittingen en verplichtingen van het fonds voor gemene rekening MM Asian Real Estate Fund waarin gelden of andere goederen zijn ontvangen ter collectieve belegging door de Participanten in overeenstemming met de Fondsvoorwaarden en beheerd door de Beheerder; _____
 - (e) "Fondsvoorwaarden": de voorwaarden voor beheer en bewaring van het Fonds (*Terms & Conditions*), zoals deze van tijd tot tijd door de Stichting en de Beheerder worden vastgesteld; _____
 - (f) "Participanten": de (rechts)personen of entiteiten met of zonder rechtspersoonlijkheid die in overeenstemming met de Fondsvoorwaarden deelnemen in het Fonds; _____
 - (g) "Statuten": de onderhavige statuten van de Stichting; _____
 - (h) "Stichting": de rechtspersoon als bedoeld in artikel 2:285 van het Burgerlijk Wetboek, waarop de Statuten van toepassing zijn; en _____
 - (i) "Vergadering van Participanten": de vergadering die wordt gevormd door de Participanten dan wel een bijeenkomst van zodanige personen (of hun vertegenwoordigers) (*Meeting of Participants*) met inachtneming van het daaromtrent bepaalde in de Fondsvoorwaarden. _____
- 1.2 Onder "schriftelijk" wordt in de Statuten tevens verstaan bij brief, telefax, e-mail of enig ander langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht. Aan de eis van schriftelijkheid wordt voldaan als het stuk elektronisch is vastgelegd. _____
- 1.3 Tenzij anders blijkt of kennelijk anders is bedoeld sluit een verwijzing naar een begrip of woord in het enkelvoud een verwijzing naar de meervoudsvorm van dit begrip of woord in en omgekeerd. _____
- 1.4 Tenzij anders blijkt of kennelijk anders is bedoeld, sluit een verwijzing naar het mannelijk geslacht een verwijzing naar het vrouwelijke en onzijdige geslacht in en omgekeerd. _____

Artikel 2 _____

Naam en zetel _____

2.1 De Stichting draagt de naam: **Stichting MM Asian Real Estate Fund**.

2.2 De Stichting is gevestigd in de gemeente Groningen. _____

Artikel 3 _____

Doel _____

3.1 De Stichting heeft ten doel het houden van de juridische eigendom van activa van het Fonds, al dan niet tezamen met het bewaren en



administreren van deze activa. _____

- 3.2 De Stichting is bevoegd tot het verrichten van alle handelingen die met de vorenstaande doelstelling verband houden of daartoe bevorderlijk zijn. _____

Artikel 4 _____

Bestuur _____

- 4.1 De Stichting heeft een Bestuur bestaande uit één of meer Bestuurders. Zowel natuurlijke personen als rechtspersonen kunnen Bestuurder zijn.
- 4.2 Het aantal Bestuurders wordt vastgesteld door het Bestuur. Een niet voltallig Bestuur behoudt zijn bevoegdheden. _____
- 4.3 De Bestuurders worden benoemd door het Bestuur. Een besluit daartoe van het Bestuur vereist de goedkeuring van de Vergadering van Participanten. _____
- 4.4 Bestuurders worden benoemd voor onbepaalde tijd, tenzij bij de benoeming anders is bepaald. In vacatures wordt zo spoedig mogelijk voorzien. _____
- 4.5 Een Bestuurder defungeert: _____
- (a) door vrijwillig aftreden (hetgeen schriftelijk dient te geschieden) of periodiek aftreden; _____
 - (b) door ontslag verleend door de gezamenlijke overige Bestuurders; _____
 - (c) door overlijden, dan wel door het van kracht worden van een besluit tot ontbinding van een Bestuurder-rechtspersoon; _____
 - (d) doordat hij failliet wordt verklaard, surseance van betaling wordt verleend of doordat de schuldsaneringsregeling natuurlijke personen op hem – al dan niet voorlopig – van toepassing wordt verklaard of ingeval van zijn onder curatelestelling of onder bewindstelling van één of meer van zijn goederen; _____
 - (e) door ontslag door de rechtbank; of _____
 - (f) door ontslag door de Beheerder. _____
- 4.6 Ingeval van belet of ontstentenis van één of meer Bestuurders zijn de overige Bestuurders of is de enig overgebleven Bestuurder tijdelijk met het besturen van de Stichting belast. Ingeval van belet van alle Bestuurders is de persoon die daartoe door de Beheerder is of wordt aangewezen tijdelijk met het besturen van de Stichting belast. Het in de Statuten omtrent het Bestuur en de Bestuurders bepaalde is op deze persoon van overeenkomstige toepassing. Ingeval van ontstentenis van alle Bestuurders wijst de Beheerder een nieuwe Bestuurder aan. Indien de Beheerder in gebreke blijft kan na verloop van drie maanden de benoeming van een Bestuurder geschieden op



verzoek van iedere belanghebbende door de rechtbank van het arrondissement waar de Stichting statutair gevestigd is. _____

Artikel 5 _____

Taak, bevoegdheden en besluitvorming _____

- 5.1 Het Bestuur is belast met het besturen van de Stichting. _____
- 5.2 Het Bestuur (alsmede een Bestuurder) is bevoegd de besluiten tot het aangaan van overeenkomsten tot verkrijging, vervreemding en bezwaring van registergoederen, en tot het aangaan van overeenkomsten waarbij de Stichting zich als borg of hoofdelijk medeschuldenaar verbindt, zich voor een derde sterk maakt of zich tot zekerheidstelling voor een schuld van een ander verbindt en ook tot vertegenwoordiging van de Stichting ter zake van deze handelingen, voor zover dit geschiedt in het kader van het doel van de Stichting als genoemd in artikel 3. Indien de Stichting zich als borg of hoofdelijk medeschuldenaar verbindt, zich sterk maakt of zich tot zekerheidstelling voor een schuld van een derde niet zijnde een Participant verbindt, is daarvoor de goedkeuring van de Vergadering van Participanten vereist. _____
- 5.3 Het Bestuur vergadert zo dikwijls een Bestuurder dat nodig acht. _____
- 5.4 Iedere Bestuurder kan zich ter vergadering door een andere Bestuurder doen vertegenwoordigen door het verlenen van een schriftelijke volmacht. _____
- 5.5 In het Bestuur heeft iedere Bestuurder één stem. _____
- 5.6 Een meerhoofdig Bestuur besluit met volstreekte meerderheid van de uitgebrachte stemmen in een vergadering waarin ten minste de helft van de in functie zijnde Bestuurders aanwezig of vertegenwoordigd is. Staken de stemmen omtrent een voorstel dan is dat voorstel verworpen. _____
- 5.7 Vergaderingen van het Bestuur kunnen worden gehouden door het bijeenkomen van Bestuurders of door middel van telefoongesprekken, video conference of via andere communicatiemiddelen, waarbij alle deelnemende Bestuurders in staat zijn gelijktijdig met elkaar te kunnen communiceren. _____
- 5.8 Het Bestuur kan een reglement vaststellen en van tijd tot tijd wijzigen. Het reglement kan nadere regels bevatten omtrent de werkwijze van en de besluitvorming door het Bestuur. In dat kader kan het Bestuur onder meer bepalen met welke taak een Bestuurder meer in het bijzonder zal zijn belast. In het reglement kunnen nadere regels worden gesteld over onderwerpen die niet strijdig zijn met de Statuten, de Fondsvoorwaarden of de wet. _____



- 5.9 Een Bestuurder neemt niet deel aan de beraadslaging en besluitvorming door het Bestuur indien hij daarbij een direct of indirect persoonlijk tegenstrijdig belang heeft dat strijdig is met het belang van de Stichting of de met haar verbonden organisatie. Wanneer er sprake is van een dergelijk tegenstrijdig belang ten aanzien van alle Bestuurders, blijft de voorgaande volzin buiten toepassing en behoudt het Bestuur haar bevoegdheid om het besluit te nemen. Het Bestuur legt de overwegingen die aan het besluit ten grondslag liggen schriftelijk vast.
- 5.10 Bestuurders kunnen alle besluiten die zij in vergadering kunnen nemen ook buiten vergadering nemen, schriftelijk of anderszins, mits het desbetreffende voorstel aan alle in functie zijnde Bestuurders is voorgelegd en geen van hen zich tegen deze wijze van besluitvorming verzet.

Artikel 6

Vertegenwoordiging

- 6.1 Het Bestuur vertegenwoordigt de Stichting. De vertegenwoordigingsbevoegdheid komt, indien het Bestuur uit meerdere leden bestaat, bovendien toe aan twee Bestuurders gezamenlijk handelend.
- 6.2 Het Bestuur kan besluiten tot de verlening van volmacht aan één of meer Bestuurders, alsook aan derden, om de Stichting binnen de grenzen van die volmacht te vertegenwoordigen.

Artikel 7

Boekjaar; jaarstukken

- 7.1 Het boekjaar van de Stichting is gelijk aan het kalenderjaar.
- 7.2 Het Bestuur is verplicht van de vermogenstoestand van de Stichting en van alle betreffende werkzaamheden van de Stichting naar de eisen die voortvloeien uit deze werkzaamheden op zodanige wijze een administratie te voeren en de daartoe behorende boeken, bescheiden en andere gegevensdragers op zodanige wijze te bewaren dat te allen tijde de rechten en verplichtingen van de Stichting kunnen worden gekend.
- 7.3 Het Bestuur is verplicht jaarlijks binnen zes maanden na afloop van het boekjaar een balans en een staat van baten en lasten van de Stichting op te maken en op papier te stellen.
- 7.4 Het Bestuur kan, ook zonder wettelijke verplichting daartoe, alvorens tot de vaststelling van de balans en de staat van baten en lasten over te gaan, deze stukken doen onderzoeken door een door hem aan te wijzen registeraccountant.



- 7.5 Het Bestuur is verplicht de in de voorgaande leden bedoeld boeken, bescheiden en andere gegevensdragers gedurende zeven jaren te bewaren. _____

Artikel 8 _____

Vergadering van Participanten _____

De bevoegdheden van de Vergadering van Participanten worden nader bepaald in de Fondsvoorwaarden. De wijze van oproeping van, deelname aan en besluitvorming door en binnen de Vergadering van Participanten worden tevens door de Fondsvoorwaarden geregeerd. _____

Artikel 9 _____

Statutenwijziging _____

- 9.1 Het Bestuur is na verkregen goedkeuring van de Vergadering van Participanten bevoegd de Statuten te wijzigen. Het besluit van het Bestuur daartoe kan slechts worden genomen met algemene stemmen in een vergadering waarin alle in functie zijnde Bestuurders aanwezig of vertegenwoordigd zijn. _____
- 9.2 Van een wijziging van de Statuten wordt een notariële akte opgemaakt. Elke Bestuurder alsmede iedere daartoe door het Bestuur gemachtigde persoon is bevoegd tot het doen verlijden van de akte. —

Artikel 10 _____

Ontbinding en vereffening _____

- 10.1 Het Bestuur is na verkregen goedkeuring van de Vergadering van Participanten bevoegd de Stichting te ontbinden. Het besluit van het Bestuur daartoe kan slechts worden genomen met algemene stemmen in een vergadering waarin alle in functie zijnde Bestuurders aanwezig of vertegenwoordigd zijn. _____
- 10.2 Een besluit tot ontbinding kan niet worden genomen zolang de Stichting optreedt als juridisch eigenaar van het Fonds of de goederen van de Stichting nog niet zijn overgedragen aan de Participanten ter beëindiging van het beheer in overeenstemming met de Fondsvoorwaarden of aan een opvolgend juridisch eigenaar van het Fonds in overeenstemming met de Fondsvoorwaarden. _____
- 10.3 De Bestuurders zijn met de vereffening van de Stichting belast, tenzij het Bestuur anders besluit, of, bij ontstentenis van het Bestuur, door de Bewaarder. De vereffenaar(s) doen van de ontbinding en van hun optreden als zodanig opgave aan het handelsregister. _____
- 10.4 Het Bestuur bepaalt de bestemming van een eventueel batig liquidatiesaldo, welke bestemming zoveel mogelijk in overeenstemming met het doel van de Stichting dient te zijn. _____
- 10.5 Na afloop van de vereffening blijven de boeken, bescheiden en andere



gegevensdragers van de ontbonden Stichting gedurende de door de wet bepaalde termijn onder berusting van de door het Bestuur aangewezen persoon. Deze persoon zal zijn/haar aanwijzing ter inschrijving opgeven aan het handelsregister. _____

10.6 Op de vereffening zijn overigens de bepalingen van Titel 1, Boek 2 van het Burgerlijk Wetboek van toepassing. _____

Slotverklaringen _____

Het besluit van het bestuur van de Stichting alsmede de schriftelijke verklaringen ter goedkeuring van alle betrokken participanten zullen aan deze akte worden gehecht (bijlagen). _____

De verschenen persoon is mij, notaris, bekend. _____

Waarvan akte, in minuut verleden te Amsterdam op de datum in het hoofd van deze akte vermeld. _____

Voordat tot voorlezing is overgegaan is de inhoud van deze akte zakelijk aan de verschenen persoon opgegeven en toegelicht. De verschenen persoon heeft daarna verklaard van de inhoud van deze akte te hebben kennisgenomen, daarmee in te stemmen en op volledige voorlezing daarvan geen prijs te stellen. Onmiddellijk na beperkte voorlezing is deze akte door de verschenen persoon en mij, notaris, ondertekend. _____

Volgt ondertekening.

UITGEGEVEN VOOR AFSCHRIFT



Annex 5 Fund Specificaties MM Asian Real Estate Fund ("TAREF")

MM Asian Real Estate Fund

The following are the fund specifications (the 'Specifications') of the MM Asian Real Estate Fund (the 'Fund'). Aegon Investment Management B.V. is the Fund's Manager. These Specifications must be read in conjunction with the MM Funds Prospectus. These Specifications were last updated on 01/01/2022.

Fund Profile

Fund Launch

Launch date: 17 November 2006

Legal Status

The Fund is a mutual fund. The Fund is only accessible to professional investors ("professionele beleggers") as defined in the Financial Supervision Act (Wet op het financieel toezicht).

Status for Tax Purposes

The Fund is a closed mutual fund (besloten fonds voor gemene rekening) and is transparent for tax purposes. The Fund is not liable for tax pursuant to the Corporation Tax Act (Wet op de vennootschapsbelasting) and the Dividend withholding Tax Act (Wet op de dividendbelasting). The Fund's assets, liabilities, income and expenses are directly attributed to its participants.

Objective and Benchmark

The investment policy aims to achieve an absolute return by acquiring and managing a portfolio of unlisted Asian real estate funds. The Fund's benchmark is: Not applicable (the Fund has an absolute return strategy).

Investment Policy

The Fund is an actively managed real estate fund, consisting of interests in unlisted investment funds investing in real estate in Asia. To achieve the Investment Objective of the Fund, the Fund Manager may select one or more (specialized) Third Party Investment Managers and/or Funds to manage (part of) the Fund's Assets. Third Party Investment Managers and/or Funds are selected on the basis of, amongst others, the following criteria: quality of the organisation and investment team, quality of the investment process and risk management, as well as the fees charged by the Third Party Investment Manager and/or Funds for their service. The Fund Manager carefully monitors all appointed Third Party Investment Managers and/or Funds. The Fund Manager determines and is responsible for the investment policy of the Fund.

Securities Lending & Repo Trading

The Fund will not enter into securities lending arrangements.

Currency Policy

The Fund is denominated in euro. Any currency hedging by the Fund is an active decision by the Fund Manager. Typically the Fund does not hedge any currencies.

Restrictions

Investment Universe

The Fund may, directly or indirectly, invest in:

- Unlisted real estate funds;
- Cash;
- Short term money market funds

Responsible Investment (RI) approach

Details of how ESG risks are integrated in investment decisions and the likely impacts of ESG on the returns, corresponding to the Article 6 of the European regulation on sustainability-related disclosures in the financial services sector (SFDR), can be found in the Exercise of voting rights and responsible investing section of the prospectus.

This fund aims to promote ESG characteristics, as described in Article 8 of the SFDR regulation. The Investment Manager integrates ESG factors in the context of manager selection and monitoring process. When selecting a manager, the Investment Manager assess how the potential managers integrate ESG factors in their investment process where applicable and how they promote responsible behaviour by

investee companies through active engagement. Furthermore, fund holdings are screened on the basis of accordance with the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles (UNGP) on Business and Human Rights and the UN Global Compact principles. Issuers that breach these norms and standards are targeted for engagement. The fund also applies an exclusion list compiled on the basis of certain ESG criteria. For further details, please refer to the Aegon AM Responsible Investment Policy for Multi-Management Funds which can be found on the Aegon AM website (www.aegonam.com), documents section. More information on the methodology to calculate the benchmark can be found on the benchmark administrator's website and/or is available through the Investment Manager on request.

Leverage

The Fund Manager shall calculate the leverage of the Fund in accordance with the requirements of AIFMD. The upper limit of leverage for the Fund be as follows:

- 60% under the "Commitment Method"
- 150% under the "Gross Method"

Risk Profile

The Fund's value trend is dependent on developments on the capital, securities, currency and commodity markets. This means there is a possibility that:

- The Fund may fail to generate any or may generate only little income
- In case of unfavourable market movements, the Fund's value may be completely or partially lost

The value of the Fund's investments can fluctuate. Results achieved in the past offer no guarantee for the future.

The risks listed below are not exhaustive. The Fund may be exposed to additional risks. The MM Fund Prospectus contains a description of risks.

Several risks may be applicable to the Fund. Investment restrictions are set at Fund level and at Third Party Investment Manager level. The Fund Manager may delegate all or parts of the risk management activities to the Administrator.

Concentration risk;

The Fund seeks to balance the investments per risk class; 0-20% Core, 30-70% Value Add, 20-60% Opportunistic. Due to the fact that the Fund will be gradually phased out, actual weights per risk class may deviate from these restrictions. The Fund aims to have minority stakes in real estate funds. This improves the diversification and liquidity of the portfolio. In case too much capital is managed by a real estate fund, the Fund Manager implements divestment strategies to decrease the concentration risk.

Counterparty risk:

All purchases and sales in the Fund are executed on the basis of delivery/receipt versus payment, except for markets where another market practice prevails. In order to limit the counterparty risk for the transactions executed by the Fund Manager a policy for the selection of counterparties is applied. All counterparties used should be on the list of approved counterparties

Credit risk:

Credit risk is negligible as the Fund only invests in real estate funds.

Currency risk:

Within the Fund, investments in EUR and Non-EUR denominated currencies are permitted. Any currency hedging in the Fund is an active decision by the Fund Manager.

Interest rate risk:

Real estate funds may use debt instruments with a variable interest rate combined with interest rate derivatives for hedging purposes. The Fund Manager does monitor the effectiveness of the interest rate hedging by these funds.

Liquidity risk:

Real estate qualifies as an illiquid asset class .

Operational risk:

The Fund is subject to operational risk controls of the Fund Manager. The risk controls are reviewed periodically by an external party and are recorded in an ISAE 3402 type II report.

Each Fund risk is classified as high, medium or low. The risks listed below are not exhaustive. The Fund may be exposed to additional risks. The MM Funds Prospectus contains a description of the risks.

Classification	Type of risk
High	concentration risk, country risk, currency risk, liquidity risk
Medium	
Low	derivative risk, leverage risk

Short-term Variances

Due to market movements, short term variances from the above referenced restrictions are permitted. The Fund Manager will resolve any breach of this restriction as soon as reasonably practicable and in the best interest of the Fund's Participants, however it is noted that given the Fund will be gradually phased out, breaches cannot always be remedied.

Costs and Fees

Management Fee

- The Fee for the Fund Manager will be charged to each individual Participant.

- The fees paid to the external real estate managers are indirectly charged to the Fund. These fees are included in the calculation of the NAV's of the external funds

Costs

General costs will be charged to the Fund and include but are not limited to: brokerage and custody fees, fees for proxy voting services and transaction costs.

Total Costs charged to the Fund

The ongoing charges figure (OCF) in 2020 was: 2.17%. The OCF includes all costs that were charged to the Fund's assets during the reporting period, excluding entry and exit fees of entering and exiting Participants, any investment performance fees and transaction costs, and interest charges on bank accounts. The Fund can invest in other MM funds. In addition to the costs directly recognized by the Fund, the calculation of the Fund's ongoing costs also includes the ongoing costs of other MM Funds in which the Fund invests. No other costs are applicable to the Fund, other than the costs mentioned in the Prospectus and Fund Specifications.

Service Fee

The Fund Manager charges a service fee to the Fund. A service fee of 0,025% per year on the assets under management (AUM) is applicable.

Entry / Exit

Costs (including but not limited to fees, taxes, and expenses) may be charged by the Fund to a subscribing or redeeming Participant in respect of the issue and/or redemption of Participations for the benefit of the Fund. These costs are fixed at 0.00% in case of a subscription and 0.00% in case of a redemption of the deposited monies or the amount of the redemption respectively.

Notwithstanding the foregoing, the Fund Manager and/or the Title Holder are at all times authorized to charge the actual costs in respect of the issue and/or redemption of Participations.

Annex 6 Specification template

(amounts x Euro 1,000)

1. **General costs**
 - Exchange rate information;
 - Accounting and legal and fiscal advisory costs;
 - Issuing annual and quarterly accounts;
 - Banking and custody fees.

Appendix VI: TKPI European Real Estate Fund - Terms and Conditions of management & custody

Dated as of 31 March 2022

1 Definitions

In these Terms and Conditions (including the Annexes and schedules thereto) the following words have the meaning mentioned below:

"Act":	the Dutch Financial Markets Supervision Act (<i>Wet op het financieel toezicht</i>);
"Administrator":	the Administrator of the Fund as may be appointed by the Fund Manager and the Title Holder jointly from time to time and of which the name is set out in the Fund Specification;
"Annex":	an annex to these terms and conditions;
"Annual Accounts":	has the meaning ascribed thereto in Article 16.2;
"Article":	an article of these Terms and Conditions;
"Auditor":	has the meaning ascribed thereto in Article 16.4;
"Business Day":	any day on which banks are generally open for business in The Netherlands;
"Common Reporting Standard":	the regulations as enacted by the Organisation for Economic Cooperation and Development (OECD) to improve tax compliance, as implemented in Dutch laws and regulations;
"Commitment":	as to any Participant, the total amount it will pay in consideration of acquiring Participations, if and when drawn down in accordance with Article 11.1;
"Custodian":	the custodian of the Fund as may be appointed by the Fund Manager and Depositary jointly from time to time and of which the name is set out in the Fund Specification;
"Depositary":	Citibank Europe PLC Netherlands Branch, a public limited company incorporated in Ireland with registered number 132781 and registered office at 1 North Wall Quay, Dublin 1. Its principal place of business in Great Britain is a Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB and the Netherlands branch is located at Schiphol Boulevard 257, 1118 BH Schiphol, the Netherlands. The Depositary is authorised by the Central Bank of Ireland as a depositary but in respect of its services as a depositary in Great Britain, the Depositary is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.;
"FATCA":	the American Foreign Account Tax Compliance Act;
"Fund":	the aggregate of the Fund Assets and the Fund Obligations, in which monies or other assets are received for the purpose of collective investment by the Participants, as governed by these Terms and Conditions;

"Fund Assets":	the assets, including, but not limited to, the monies and other (liquid or illiquid) assets and securities, that are acquired by the Title Holder and held by the Title Holder in its own name for the account and risk of the Participants in connection with the Fund and the agreements referred to in Article 5.3;
"Fund Specification":	the fact sheet of the Fund detailing the fund specifics, substantially in the form set out in Annex 1, as amended from time to time;
"Fund Manager":	Aegon Investment Management B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its registered office in The Hague and its head office at Aegonplein 50, 2591 TV, The Hague. The Manager was incorporated on 6 November 1968. It is registered in the Trade Register of The Hague, under number 27075825.;
"Fund Obligations":	the obligations, which are assumed or incurred in the Title Holder's name for the account and risk of the Participants in connection with the Fund and the other obligations assumed or incurred in accordance with Article 4.1;
"Intergovernmental Agreement":	the agreement between the Netherlands and the United States to improve international tax compliance and to implement the Foreign Account Tax Compliance Act;
"Investment Management Agreement":	an agreement entered into between the Fund Manager, the Title Holder and a Third Party Investment Manager, in accordance with these Terms and Conditions;
"Investment Objectives":	the investment objectives of the Fund as set out in the Fund Specification;
"Investment Restrictions":	the investment restrictions of the Fund as set out in the Fund Specification;
"Meeting of Participants":	the meeting of participants referred to in Article 18;
"Net Asset Value":	the balance, expressed in Euro, of the value of the Fund Assets and the value of the Fund Obligations, determined in accordance with the provisions of Article 10;
"Net Asset Value per Participant":	the number of Participations held by a Participant times the Net Asset Value per Participation;
"Net Asset Value per Participation":	the Net Asset Value divided by the total number of Participations, accurate to five decimals;
"Notice of Redemption":	the notice submitted by a Participant to the Fund Manager in accordance with Article 13.5 with respect to the redemption of Participations. A template of the Notice of Redemption is included in Annex 3;
"Participant":	a person or an entity (i) whose subscription for Participations has been accepted or (ii) that participates in the Fund through the acquisition of Participations in accordance with the Subscription Form and these Terms and Conditions;
"Participations":	the units in which the rights of the Participants with respect to the Net Asset Value are divided, each with a nominal value of 1 Euro;

"Redemption Price":	the Net Asset Value per Participation as at the relevant Valuation Date;
"Register":	has the meaning ascribed thereto in Article 9.2;;
"Subscription Form":	the form, including the schedule 1 thereto, submitted by an investor or Participant to the Fund Manager in accordance with Article 11.6with respect to the issue of Participations. A template of the Subscription Form is included in Annex 2;
"Subscription Information Form":	a separate form submitted by a Participant to the Fund Manager in accordance with Article 11.7with respect to the issue of additional Participations. A template of the Subscription Information Form, is included as schedule 1 to the Subscription Form;
"Subscription Price":	the Net Asset Value per Participation as at the relevant Valuation Date;
"Terms and Conditions":	the terms and conditions of the Fund set forth herein, including the Annexes and schedules thereto, all as amended from time to time;
"Title Holder":	Stichting TKPI European Real Estate Fund, a foundation (<i>stichting</i>) having its statutory seat in Groningen, with its offices at Europaweg 29, 9723 AS in Groningen and registered in the Commercial Register of the Chamber of Commerce with number 02071877, or such other title holder as may be appointed from time to time in accordance with these Terms and Conditions;
"Third Party Fund"	a fund that is not managed by the Fund Manager, including non-listed real estate funds;
"Third Party Investment Manager":	a third party as may be appointed by the Fund Manager from time to time to perform investment management activities under an Investment Management Agreement in accordance with these Terms and Conditions;
"Total Redemption Amount":	the Total Redemption Price, adjusted as set out in Article 13.9;
"Total Redemption Price":	the Redemption Price multiplied by the number of Participations redeemed;
"Total Subscription Amount":	the Total Subscription Price, adjusted as set out in Article 11.8
"Total Subscription Price":	the Subscription Price multiplied by the relevant number of Participations;
"Unpaid Commitment":	As to any Participant, as of any date, an amount equal to: such Participant's Commitment, minus the aggregate Total Subscription Amount paid by such Participant pursuant to a draw down of Commitment by the Fund Manager, plus the amount of income and gain distributed to such Participant subject to reinvestment in accordance with Article 8.2;
"Valuation Date":	the last Business Day of each month or such other date or dates as may be determined by the Fund Manager.

In case of contradiction or inconsistency between the provisions of these Terms and Conditions and the Fund Specification, the provisions of the Fund Specification shall prevail.

2 Name, duration, nature and registration

- 2.1 The name of the Fund shall be as specified in the Fund Specification.
- 2.2 The Fund is formed for an indefinite period of time.
- 2.3 The Fund is not a legal entity (*rechtspersoon*), but the aggregate of the Fund Assets and the Fund Obligations, in which monies or other assets are received for the purpose of collective investment by the Participants, as governed by these Terms and Conditions.
- 2.4 These Terms and Conditions form part of the agreement entered into between the Fund Manager, the Title Holder and a Participant (constituted by the acceptance of the Terms and Conditions by the submission of the Subscription (Information) Form in accordance with these Terms and Conditions) and, by virtue of such agreement, apply to their legal relationship.
- 2.5 These Terms and Conditions do not form an agreement between any or all Participants among themselves and are not (otherwise) aimed at any cooperation among or between any or all Participants.
- 2.6 Neither the Fund nor these Terms and Conditions nor any acts ensuing therefrom (including agreeing to the terms of the Subscription Form), form a partnership, commercial partnership or limited partnership (*maatschap, vennootschap onder firma or commanditaire vennootschap*).
- 2.7 A Participant's obligation to pay a consideration for Participations to be issued is a commitment (*verbintenis*) to the Fund Manager and the Title Holder only. The Fund is an investment fund (*beleggingsfonds*) as referred to in section 1:1 of the Act.
- 2.8 The Fund is a Dutch investment institution (*fiscale beleggingsinstelling*) as described in article 28 of the Dutch corporate income tax act 1969 (*Wet op de vennootschapsbelasting 1969*). The Fund Manager and Title Holder separately and jointly have the duty to maintain this status.

3 Investment objectives

The Fund Assets will be invested collectively in accordance with the Investment Objectives and with due observance of the Investment Restrictions.

4 Management and administration

- 4.1 The Fund Manager is charged with the management and the administration of the Fund and is, subject to these Terms and Conditions, entitled and authorised (i) to invest and to dispose of (*beschikken over*) any of the Fund Assets and to assume or incur Fund Obligations in the name of the Title Holder and (ii) to perform any and all other acts in its own name for the account and risk of the Participants which are reasonably necessary for or conducive to the attainment of the Investment Objectives. For the purpose as referred to in the previous sentence under (i), the Title Holder grants to the Fund Manager the authority to act in the Title Holders' name, as set out further in Article 7.
- 4.2 All material legal acts by the Fund Manager under these Terms and Conditions shall be performed by at least two individuals acting jointly.
- 4.3 Subject to Article 4.5, the Fund Manager may appoint third parties in the exercise of its powers and duties under these Terms and Conditions. However, in case of the appointment of Third Party Investment Managers, the Fund Manager and the Title Holder shall act jointly. The Title Holder's duties and obligations under such Investment Management Agreement with a Third Party Investment Manager shall be limited to the granting of authority to a Third Party Investment Manager over the Fund Assets.
- 4.4 Under the authority granted to the Fund Manager in accordance with Article 4.1 to act in the Title Holder's name, the Fund Manager has the right of substitution in respect of investment management duties that may be performed under an Investment Management Agreement by a Third Party Investment Manager.
- 4.5 In the performance of its obligations and in the exercise of its rights, powers and authorities hereunder, the Fund Manager shall exercise the standard of care, skill, prudence and diligence under the circumstances then prevailing that a prudent (*zorgvuldig*) person acting in a like capacity and familiar with such matters would use in the conduct of its enterprise of like character, risk profile and investment objectives as the Fund, having regard to the provisions.

- 4.6 In managing and administrating the Fund, the Fund Manager shall act solely in the interest of the Participants. The management of the Fund and administration of the Fund shall be performed for the account and risk of the Participants. Benefits and/or losses resulting there from shall consequently be for the benefit of or be borne by the Participants, without prejudice to Article 8.2. The Fund Manager cannot represent the Participants.
- 4.7 To the extent permissible under the law applicable to the Fund Manager:
- (a) the Fund Manager shall not be liable for any damages or losses in connection with these Terms and Conditions and the services the Fund Manager provides under these Terms and Conditions (including for the avoidance of doubt damages and losses arising from the acts or omissions or insolvency of a Third Party Investment Manager), whether in contract, tort (including but not limited to negligence) statute or otherwise and;
 - (b) The Fund Manager shall be liable towards the Participants for attributable damage (toerekenbare schade) within the meaning of section 6:98 of the Dutch Civil Code resulting from:
 - a. attributable failure (toerekenbare tekortkoming) to perform any tasks under or in connection with this Terms and Conditions;
 - b. breach of a material provision of this Terms and Conditions (including, for the avoidance of doubt, the Investment Policy of the Fund Specification);
 - c. negligence (nalatigheid);
 - d. wilful default; or
 - e. fraud,by the Fund Manager (including any employees);
The Fund Manager's liability shall under all circumstances be limited to the maximum amount of the Fund Manager's insurance cover in connection with such event;
 - (c) the Fund Manager shall not be liable towards the Participants for any loss or damage suffered by them as a result of any act or omission by any third party, including but not limited to Third Party Investment Managers and auxiliary persons as referred to in sections 6:76, 6:170 and 6:171 Dutch Civil Code and;
 - (d) the Fund Manager will hold adequate professional indemnity insurance which is commensurate to the size and nature of its business which includes cover for, amongst other things, errors and omissions of the Fund Manager which may occur in the course of the performance of the services the Fund Manager provides under these Terms and Conditions.
- 4.8 The Fund Manager shall, in accordance with the Investment Restrictions, invest in Third Party Funds. The Fund Manager may also select and appoint Third Party Investment Managers in accordance with Article 4.3 on the basis of the Investment Objectives and the internal selection criteria of the Fund Manager. In the selection process the Third Party Investment Managers shall be assessed, amongst others, in respect of performance, investment style, risk, investment philosophy, investment process, personnel and organisation. In the selection process the Third Party Funds shall be assessed, amongst others, in respect of performance, investment style and risk.
- 4.9 The Fund Manager shall continually monitor the Third Party Investment Managers that have been appointed and the Third Party Funds in which is invested. Monitoring the Third Party Investment Managers and Third Party Funds will be exercised internally through systems used by the Fund Manager. The monitoring will be exercised on the basis of quarterly valuations and analyses of the portfolios. The Fund Manager will meet with the Third Party Investment Managers and fund managers of the Third Party Funds regularly for a formal evaluation of the investment management services.
- 4.10 In the event the Fund incurs damages or losses resulting from breach of the Investment Management Agreement, gross negligence or wilful misconduct of a Third Party Investment Manager, the Fund Manager will make a reasonable assessment of the chance of successful recovery and associated costs, and if positive will use its reasonable efforts to seek recovery from the Third Party Investment Manager under the terms of the Investment Management Agreement with that Third Party Investment Manager or otherwise for the benefit of the Fund. Any costs incurred in such process (including but not limited to legal fees) shall be borne by the Fund.

- 4.11 In the event the Fund incurs damages or losses in relation to the investment made in Third Party Funds, it will make a reasonable assessment of the chance of successful recovery and associated costs, and if positive will use its reasonable efforts to seek recovery from the Third Party Fund and/or its fund manager and/or title holder as applicable. Any costs incurred in such process (including but not limited to legal fees) shall be borne by the Fund.

5 Title Holder

- 5.1 All Fund Assets shall be legally owned by, and will be held in the name of, the Title Holder.
- 5.2 The Title Holder shall acquire and hold the Fund Assets for the account and risk of the Participants and will receive any income on Fund Assets on behalf and for the benefit of the Participants.
- 5.3 Notwithstanding Article 5.1 and 5.2 Fund Assets may also consist of agreements entered into by the Title Holder and/or the Fund Manager in their own name but for the account and risk of the Participants and which cannot be placed in custody with a custodian.
- 5.4 The Title Holder's sole corporate objectives according to its by-laws are to hold securities and other assets including to act as title holder for investment funds as well as everything in connection herewith. The Title Holder shall not conduct any other activities.
- 5.5 The Title Holder shall ensure that with respect to the Fund Obligations assumed in the name of the Title Holder, it shall be explicitly stipulated that the Title Holder is acting in its capacity as title holder of the Fund. The Title Holder cannot represent the Participants. The Title Holder shall assume the Fund Obligations for the account and risk of the Participants, without prejudice to Article 8.2.
- 5.6 Fund Assets shall only be disposed of by the Title Holder acting with the Fund Manager jointly, it being understood that the Title Holder, contrary to the Fund Manager, does not have any discretion in the disposal.
- 5.7 The Title Holder shall act solely in the interest of the Participants. The Title Holder shall not be liable for any damages or losses in connection with these Terms and Conditions and the services the Title Holder provides under these Terms and Conditions, whether in contract, tort (including but not limited to negligence) statute or otherwise and any liability of the Title Holder is hereby excluded to the extent permissible by applicable law, provided however that the Title Holder's liability is not excluded for damages or loss resulting from gross negligence (*grove schuld*) or wilful misconduct (*opzet*) of the Title Holders, it being agreed that the Title Holder's liability shall under all circumstances be limited to the payment of attributable damage (toerekenbare schade) within the meaning of section 6:98 of the Dutch Civil Code and will not exceed the amount of the Title Holder's insurance cover in connection with such event. The Title Holder shall not be liable towards the Participants for any loss or damage suffered by them as a result of any act or omission n by any third party, including but not limited to auxiliary persons as referred to in sections 6:76, 6:170 and 6:171 Dutch Civil Code (*Burgerlijk Wetboek*).

6 Depositary

- 6.1 The Depositary shall place in custody all financial instruments that can be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary. The Fund Assets shall be placed in custody with a reputable custodian. The name of the custodian used is set out in the Fund Specification. The Depositary shall ensure that all those financial instruments are registered within segregated accounts, opened in the name of the Title Holder regarding the Fund, so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times.

For any assets other than financial instruments, the Depositary shall verify the ownership of the Title Holder regarding the Fund of such assets and shall maintain up-to-date records of those assets.

In addition, the duties which the Depositary will perform in the context of its function are:

- ensuring that the issue, redemption, and the valuation of Participations is carried out in accordance with the Terms and Conditions, and applicable law;
- monitoring and verifying the Fund's cash flows, including payments of acceding and exiting participants;
- controlling whether the (net asset) value of the Fund is determined properly, periodically determine whether the procedures for determining the net asset value are followed and ensuring that in transactions involving Fund Assets, any consideration is remitted to the relevant Fund within the usual time limits;

- ensuring that the Fund's income is applied in accordance with the Terms and Conditions and applicable law; and
 - carrying out instructions from the Fund Manager, unless they conflict with the Terms and Conditions or the applicable law.
- 6.2 The Depositary may be removed by the Fund Manager, and the Depositary can resign as depositary of the Fund, on certain grounds and under certain conditions as set forth in the depositary agreement between the Depositary, the Fund Manager and the Title Holder. Upon an (envisaged) removal or resignation of the Depositary, the Fund Manager shall with due observance of the applicable law, appoint a successor depositary.
- 6.3 The Depositary shall be liable to the Fund and to the Participants, for the loss of a financial instrument held in custody by the Depositary or a third party to whom the custody of financial instruments has been delegated. The Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.
- The Depositary shall also be liable to the Fund, or to the Participants, for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations under the Depositary Agreement. Participants may claim indirectly through the Fund Manager or, if the Fund Manager does not handle the claim to the satisfaction of the Participants, the Participants are entitled to claim directly to the Depositary.
- 6.4 Under the terms of the depositary agreement, the Depositary has the power to delegate certain of its functions. The Fund Manager will notify the Participants where a material function is delegated. In principle, the liability of the Depositary will not be affected by such delegation. However, the Depositary may discharge its liability to a delegate if such is allowed under the depositary agreement and all requirements for the delegation as established in the applicable law are met, a discharge if applicable is set out in the Fund Specification.
- 6.5 From time to time conflicts of interest may arise between the Depositary and any delegate. In the event of any (potential) conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws.

7 Authority to invest and administer the Fund Assets

- 7.1 Subject to Article 3 and this Article 7, the Fund Manager may invest the Fund Assets in any eligible assets and assume eligible obligations and the determination of the Fund Manager as to whether or not the assets and obligations are of a type which may be purchased or held by the Title Holder in view of the Investment Objectives shall be conclusive.
- 7.2 Subject to the Investment Restrictions and the restrictions as set out in this Article 7, the Fund Manager may incur debt (not to exceed 10% of the Net Asset Value) in the name of the Title Holder. The Fund Manager may not incur debt in order to finance redemptions of Participations, unless redemption is required for the Fund to comply with the status of Dutch investment institution as defined in article 28 of the Dutch corporate income tax act.
- 7.3 It is the intention that subject only to the specific restrictions mentioned in the Terms and Conditions, the Fund Manager shall have the broadest power and authority in making investments for the Fund consistent with the investment powers provided herein. The Fund Manager shall have full discretionary power to retain for as long a period as it shall think proper and to manage, convert, exchange, transfer and dispose of the Fund Assets. The Fund Manager shall have and may exercise every right and privilege pertaining to management provided that the exercise of such right or privilege is conducive to the attainment of the Investment Objectives with due observance of the Investment Restrictions.
- 7.4 Without limiting the generality of the foregoing, the Fund Manager's powers and authority shall include (where necessary in the name of the Title Holder):
- 7.4.1 to enter into, perform and carry out contracts of any kind necessary or incidental to the matters set forth in this Article 7;

- 7.4.2 to bring, sue, prosecute, defend, settle or comprise actions at law related to the Fund;
 - 7.4.3 to select, employ, appoint, retain, replace or otherwise secure or enter into agreements or other undertakings with persons or firms in connection with the management, including, without limitation, custodians, brokers, fund administrators, auditors, attorneys, consultants, investment bankers, any other agents and other third parties all on terms and consideration;
 - 7.4.4 unless otherwise indicated in these Terms and Conditions to exercise the statutory and contractual voting rights attached to or concerning the Fund Assets and Fund Obligations; and
 - 7.4.5 to engage in any kind of lawful activity, and perform and carry out contracts of any kind, necessary or advisable in connection with the accomplishment of the Investment Objectives.
- 7.5 The investments will be made in accordance with the liquidity policy as determined by the Fund. The liquidity policy will be reviewed and updated periodically and is available to Participants upon request.

8 Rights and obligations of the Participants

- 8.1 Each Participant shall be beneficially entitled to the Fund Assets and any income generated thereon pro rata the number of its Participations.
- 8.2 All benefits and burdens connected with the Fund, shall be for the account and risk of each Participant pro rata the number of its Participations, it being understood that the Participants shall not be liable for Fund Obligations, or any other obligations of the Title Holder or the Fund Manager and a Participant shall have no obligation to make additional contributions to the Fund exceeding its Unpaid Commitment unless the Fund has committed itself to incur Fund Obligations at the specific request of Participants and stated in a separate commitment agreement.

9 Participations and Register

- 9.1 The Participations shall be in registered form. Participation certificates (*participatie-bewijzen*) shall not be issued.
- 9.2 The Fund Manager shall keep a register in which it registers the following (the "Register"):
 - i. the names, addresses and bank or securities account details of all Participants;
 - ii. the Unpaid Commitment per Participant and the date or dates such Unpaid Commitment has been made;
 - iii. the number of Participations per Participant, the Net Asset Value, the Net Asset Value per Participation, the Net Asset Value per Participant and, should one Participant have invested in the Fund more than one part of its assets (*deelvermogen*), e.g. for the purpose of DC arrangements, the number of Participations per part of those assets (*deelvermogen*) and the value per part of those assets;
 - iv. the Participant's seat, tax residence (according the Common Reporting Standard), actual place of residence and FATCA status (and the status of any ultimate beneficial owners); and
 - v. the Participant's tax status for corporate income tax purposes.

The Participant is obliged to provide the Fund Manager with the abovementioned information, including information necessary for the Fund Manager to (re)determine and verify the correctness of the information required under (iii) and (iv) and to determine if Participations can be issued to the Participant in line with the requirements set in Article 11.
- 9.3 Within five (5) Business Days upon entry (or any change in the entry relating to it) the Fund Manager shall send to the relevant Participant a confirmation, reflecting the (number of) Participation(s) issued to this Participant. Such confirmation shall only serve as evidence of the entry or change and is non-negotiable and non-transferable.
- 9.4 The Fund Manager shall at all times be entitled to rely on the accuracy of the information provided by each Participant for inclusion in the Register and treat such information as conclusive with respect to such Participant and its entitlement to its Participations. The Fund Manager shall not be bound:
 - (i) by any change in such information which has not been notified to the Fund Manager in accordance with Article 9.5; or

- (ii) to recognise any interest or claim of any person to a Participation other than the Participant whose details have been duly entered in the Register in respect thereof.
- 9.5 Each Participant shall notify the Fund Manager promptly of any change in the information referred to in Article 9.2 in relation to such Participant. The Fund Manager shall upon receipt cause the Register to be amended accordingly within five (5) Business Days.
- 9.6 Upon the written request to that effect by the Participant to the Fund Manager, the Fund Manager shall send an extract from the Register concerning such Participant as soon as possible after the next Valuation Date, but only in so far as it concerns the Participant's own entry.
- 9.7 The Fund Manager may provide information referred to in Article 9.2 to tax, regulatory or other authorities, if in the Fund Manager's reasonable opinion this is required, necessary, conducive to or in the interest of the Title Holder, the Fund or any of the Participants, including but not limited for the application of tax treaties between the jurisdiction of source of any income or gain and the jurisdiction of residence of a Participant respectively The Netherlands.
- 9.8 The Fund Manager may delegate all or any part of its duties and responsibilities under this Article 9 to the Administrator.
- 9.9 The Participant is aware that (personal) information regarding the Participant and any associated data subjects (including contacts) may be shared within the Aegon Asset Management group. Any sharing of personal data within the group will be subject to all applicable laws and regulations and strict operating controls, as well as the robust data security practices adopted by the Fund Manager. For detailed information how we process personal data please consult the privacy statement: <https://www.aegonam.com/en/tertiary-navigation/privacy-statement-aim/>.

10 Determination of Net Asset Value and value of Participations

- 10.1 The Net Asset Value on the Valuation Date will be calculated ultimately seven (7) Business days after the Valuation Date. This Net Asset Value will be used for the issue and redemption of Participations and will be reflected in reports provided to the Participants, excluding the Annual Accounts.
- 10.2 The Fund Manager shall value the Fund Assets and Fund Obligations in accordance with the following valuation methods:
 - 10.2.1 unless stated otherwise in these Terms and Conditions, the Fund Assets and Fund Obligations are valued at nominal value and the amounts are stated in Euro. Amounts expressed in currencies other than the Euro shall be converted at the exchange rates at 4 p.m. London time on the Valuation Date;
 - 10.2.2 publicly listed securities shall be valued at the closing rates on the Valuation Date, or, if there has been no quotation on the Valuation Date, at the closing rates of the most recent trading day. Securities regularly listed on a stock exchange shall be valued at the most recent price delivered by reputable data vendors, including without limitation Bloomberg, Reuters, Fact Set and Financial Times. Notwithstanding Article 10.6, if there has been no rate the value may be determined at the last bid price;
 - 10.2.3 non-listed securities, shall be valued by the valuation committee of the Fund Manager, whereby it shall use the value it has received from the relevant issuing institution. If such value is not made available to the Fund Manager, the valuation committee will make its own assessment of the current value of the non-listed securities. The assessment of such current value shall be based on reasonable and customary methods;
 - 10.2.4 loans against IOU (*leningen op schuldbekentenis*) shall be valued at market value, calculated at the discounted cash flow at the current interest term structure (*contante waarde van de toekomstige kasstromen volgens de actuele rentetermijnstructuur*), taking into account the risk profile of the loans;
 - 10.2.5 in addition to the value of the securities portfolio and the cash situation, dividend receivables, interest payments, redemption payments and other future income, costs and proceeds connected to hedging of currency risks and other incurred costs and costs that will be incurred and other expenditures, including reasonable and customary provisions, will be taken into account in the valuation of the Fund Assets as well.

- 10.3 The Fund Manager (via its valuation committee) may for the purpose of valuation of the non-listed securities rely on the information received from the issuing entities as set out above, unless it has valid reasons to deviate from the valuation policies applied. The Fund Manager nor the Title Holder shall be liable towards a Participant for any loss suffered by any of them in connection with a misrepresentation, inaccuracy or negligence by or on behalf of the issuing entities. In the event that a Participant suffered such loss, the Fund Manager may, at its sole discretion, use its commercially reasonable efforts to re-claim compensation from the relevant issuing entity for the benefit of the relevant Participant.
- 10.4 If an adjustment of the Net Asset Value is required after a Valuation Date in the event that the information which is needed to determine the Net Asset Value was available but not taken into account (irrespective of the reasons for this), the Fund Manager may, with retro-active effect, procure the amendment by the Title Holder of the number of Participations issued respectively redeemed on the basis of the recalculated Net Asset Value per Participation, but only if the deviation is material to be determined by the Fund Manager at its sole discretion.
- 10.5 The reasonable decision of the Fund Manager regarding the Net Asset Value, including the determination whether a method of valuation fairly indicates fair market value, and the selection of experts for purposes of assessing the value of the Fund Assets and the Fund Obligations, shall be conclusive and binding upon all Participants.
- 10.6 Notwithstanding Article 10.1 the Fund Manager may suspend the determination of the Net Asset Value per Participation:
- 10.6.1 if one or more stock exchanges, on which Fund Assets are listed (or securities which belong to the assets of a collective investment scheme in which the Fund invested are listed directly or indirectly), are closed on other days than normal days of closure or if the transactions on these exchanges are suspended or subject to irregular restrictions;
 - 10.6.2 if the communication means or calculation facilities normally used to determine the Net Asset Value no longer function or if, for any other reason, the value of a Fund Asset or Fund Obligation cannot be determined with the speed or accuracy desired by the Fund Manager;
 - 10.6.3 if there are factors relating to the political, economic, military or monetary situation that make it impossible for the Fund Manager to determine the Net Asset Value;
 - 10.6.4 if a resolution to liquidate the Fund is passed.
- 10.7 If based on Article 10.6 the determination of the Net Asset Value per Participation has been suspended, there will be no Valuation Date.
- 10.8 The Fund Manager may delegate all or any part of its duties under this Article 10 to the Administrator.

11 Drawdown of Unpaid Commitment and issue of Participations

- 11.1 Participations shall be issued to a Participant if and when the Fund Manager draws down a Participant's Unpaid Commitment. The Fund Manager may draw down Unpaid Commitment during a period of three (3) years after the date such Unpaid Commitment is made. Thereafter, the Unpaid Commitment, or the relevant part thereof, and all rights and obligations related thereto, are cancelled automatically. The Manager may draw down Unpaid Commitment as required in its sole discretion to acquire Fund Assets, meet obligations ensuing from Fund Assets, pay costs and expenses as referred to in Article 17.1 and redeem Participations and pay the Redemption Price. The Fund Manager shall require payment of Unpaid Commitment by notification thereof to each Participant with Unpaid Commitment in accordance with Article 14.1, specifying the amount to be paid and the date on which the payment must be received, which date shall be at least ten (10) Business Days after the date of such notice. The Fund Manager shall make draw downs on a "first come first serve basis" pursuant to which the Unpaid Commitments made on the earliest date will be drawn down first. Unpaid Commitments made at the same date will be draw down pro rata the amounts of such Unpaid Commitments. Draw downs may represent all or any portion of the Unpaid Commitment. No Participant shall be entitled to suspend or set-off its payment pursuant to a draw down against moneys allegedly owed to such Participant. Participations shall be issued pursuant to a decision of the Fund Manager against the Total Subscription Amount as determined by the Fund Manager. The Fund Manager shall also determine any other conditions of the issuance, including the form of the consideration.

- 11.2 The issue of Participations is restricted to persons or legal entities that are qualified as professional investors within the meaning of section 1:1 of the Act and these investors are not considered "Specified U.S. Persons" and should be considered a Non-U.S. Person as defined in the Intergovernmental Agreement.
- 11.3 Notwithstanding Article 11.2, the Fund Manager may at its sole discretion resolve from whom Commitments will be accepted and may at its sole discretion decide to temporarily discontinue or indefinitely stop draw downs of Unpaid Commitments if there is a force majeure as described in article 10.6 or if in the reasonable opinion of the Fund Manager the draw down of Commitments would not be in the interest of the Participants. The Fund Manager shall in any event resolve not to draw down Unpaid Commitments and issue (part of) the Participations subscribed for by a Participant if, in the reasonable opinion of the Fund Manager, the issuance of such Participations to the Participant would jeopardise the tax status of the Fund. On request of a Participant, the Fund Manager may, at its sole discretion, resolve to cancel an Unpaid Commitment or part of an Unpaid Commitment if, in the reasonable opinion of the Fund Manager, the cancellation will not jeopardise the Fund or the Participants, taking into account the cash position of the Fund in relation to committed investments. The Fund Manager shall as soon as reasonably possible notify the Participants of such decision providing further clarification.
- 11.4 Notwithstanding Articles 11.2, 11.6 and 11.7, the Fund Manager may at its sole discretion and on its own initiative issue Participations to Participants pursuant to Article 15 and notify the concerning Participant through a relevant notice.
- 11.5 If, at any time after the issue of Participations to a Participant, the information provided by such Participant in or pursuant to its Subscription Form proves to be incorrect resulting in the tax position of the Fund to be negatively affected, the issue of Participations to such Participant shall be null and void. All Participations owned by such Participant and its Unpaid Commitment will be cancelled automatically as per the Business Day preceding the date of issue of the Participations. Upon such cancellation the Participant will be entitled to a compensation equal to the lesser of (i) the Total Subscription Price paid in respect of the Participations and (ii) the amount that it would have received if the Participations would have been redeemed on the first Valuation Date following the date on which it has become apparent that the information provided by the relevant Participant had been incorrect, in each case reduced by any fees, taxation, costs and expenses incurred by the Fund or the Fund Manager directly or indirectly in connection with the above or the cancellation of the Participations itself.
- 11.6 The Fund Manager shall issue Participations in accordance with and subject to the provisions of the Subscription Form and these Terms and Conditions. An investor or Participant may obtain such Subscription Form from the Fund Manager. A signed Subscription Form (with Schedule I, the Subscription Information Form) will need to be received by the Fund Manager no later than seven (7) Business days before the relevant Valuation Date in relation to which an investor or Participant requests that its Unpaid Commitment shall be drawn down. A Subscription Form not received in time will be kept until the following Valuation Date. Completed applications are irrevocable once accepted by the Fund Manager.
- 11.7 A Participant that has acquired Participations in accordance with Article 11.6, may request to subscribe for additional Participations by submitting only a signed Subscription Information Form. Only for the first subscription a Subscription Form is required, not for additional subscriptions. A Participant may obtain such Subscription Information Form from the Fund Manager or such other form as the Fund Manager deems appropriate. The issue of additional Participations is subject to the same provisions that apply in respect of an issue of Participations requested by the submission of a signed Subscription Form, in accordance with Article 11.6. A signed Subscription Information Form will need to be received by the Fund Manager no later than seven (7) Business days before the relevant Valuation Date in relation to which a Participant requests that its Unpaid Commitment shall be drawn down. A Subscription Information Form not received in time will be kept until the following Valuation Date. Completed applications are irrevocable once accepted by the Fund Manager.
- 11.8 The Total Subscription Amount consists of the Total Subscription Price and any fees, expenses, taxes and costs the Fund Manager may add to the Total Subscription Price in their sole discretion and with due observance of what is included on costs and expenses in the Fund Specification, provided these fees, expenses, taxes and costs are incurred in connection with the purchase of Fund Assets, in connection with the issue of

Participations. These fees, expenses, taxes and costs include but are not limited to any brokerage fees and expenses (including but not limited to settlement, taxes and related expenses). Even if the Fund Specification includes a fixed amount or fixed percentage whether or not relating to the Total Subscription Price, the Fund Manager is, in its sole discretion, authorised to charge the actual costs in respect of the issue of Participations or waive (part of) these costs instead. The Title Holder shall provide the subscribing investor or Participant with an overview of the added fees, expenses, taxes and costs.

- 11.9 Participations shall be issued by the Fund Manager and acquired by the Participants on a Valuation Date, provided that the Total Subscription Amount has been paid into the Fund within the term set by the Fund Manager following Article 11.1.
- 11.10 Notwithstanding Articles 11.6 and 11.7, the Fund Manager shall determine whether the payment of the Total Subscription Amount can take place in cash or in kind. The valuation of the payment of (part of) the Total Subscription Amount in kind will take place in accordance with the valuation method described in Article 10.
- 11.11 Each Participant will be provided with a copy of these Terms and Conditions.
- 11.12 By submitting a Subscription Form to the Fund Manager in accordance with Article 10.6, the relevant Participant is bound by these Terms and Conditions.
- 11.13 If a Participant fails to make a payment required pursuant to a draw down of Unpaid Commitment in accordance with Article 11.1, no Participations will be issued to such Participant and the Fund Manager will within five (5) Business Days as of the payment date, notify the Participant of the default and require the Participant to remedy the default within five (5) Business Days by paying the amount drawn down together with an amount equal to the interest on the amount outstanding from the due date up to the date of payment thereof at an annual rate determined by the Fund Manager equal to 7 day LIBID (as set from time to time) increased with 1 percentage point provided that such percentage will not be lower than 4% (four per cent). If the Participant has not remedied the default within the specified time, it shall be deemed a "Defaulting Participant" and shall be liable for any damage and costs incurred by the Fund as a result of such default. In addition, the Fund Manager may offer all Participations held by the Defaulting Participant to the other Participants who do not qualify as Defaulting Participant pro rata the total of each such Participant's Unpaid Commitment plus the Net Asset Value per Participant, at the relevant draw down date, against a purchase price equal to the Net Asset Value per Participation minus [20% (twenty per cent)]. The Fund Manager is irrevocably authorised to act as proxy of such Defaulting Participant to perform all acts required or conducive in connection with such sale and transfer, including the execution of any deeds and other instruments. In the event a Participant defaults in making a payment pursuant to a draw down of Unpaid Commitment, the Fund Manager may require all non-defaulting Participants to make an additional payment pro rata each of their Unpaid Commitment by an aggregate amount equal to the payment of the Defaulting Participant on which it defaulted, provided that no Participant will be required to make payments in excess of its Unpaid Commitment. A Defaulting Participant shall not be entitled to redeem its Participations in accordance with Article 13, shall not be entitled to vote on its Participations and its Participations will not be taken into account for the purpose of establishing a quorum or majority in accordance with these Terms and Conditions.

12 Transfer or encumbrance of Participations

- 12.1 Participations and Unpaid Commitments are registered in the name of the relevant Participant and can only be transferred after written confirmation of the Fund Manager. Such written confirmation shall in any case be withheld if (i) the proposed transferee is not a professional investor (*professionele belegger*) within the meaning of section 1:1 of the Act or (ii) the proposed transfer would adversely affect the tax status of the Fund. Any transfer of Participations does not comprise the transfer of Unpaid Commitments unless explicitly stipulated and confirmed by the Fund Manager.
- 12.2 Participations cannot be pledged or made subject to any other encumbrance (whether or not a *beperkt recht*) of any kind.
- 12.3 Any transfer, assignment or encumbrance in violation of this Article 12 shall be null and void.

13 Redemption of Participations

- 13.1 Each Participant shall be entitled to redemption of all or some of its Participations in accordance with the provisions of this Article.
- 13.2 The price of redemption of a Participation shall be equal to the Redemption Price. The Fund Manager shall determine the Total Redemption Amount.
- 13.3 The Fund Manager shall be entitled to redeem all (but not part of) the Participations of any Participant:
- 13.3.1 if the Participant is dissolved, becomes insolvent, is unable to pay its debts, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy, any other relief under any bankruptcy, insolvency or similar law;
 - 13.3.2 if in the Fund Manager's reasonable opinion the tax position of the Title Holder, the Fund or any of the other Participants is or will become negatively affected due to the tax status or position or any change therein of the relevant Participant or any other circumstance concerning such Participant;
 - 13.3.3 if the Participant no longer qualifies as a professional investor (*professionele belegger*) within the meaning of article 1:1 of the Act;
 - 13.3.4 if, in the Fund Manager's reasonable opinion the Participant should be considered a "Specified U.S. Person" and/or not a Non-U.S. Person as defined in article 1 of the Intergovernmental Agreement;
 - 13.3.5 if, for whatever reason, the continuation of the relationship cannot reasonably be expected from the Fund Manager. Each Participant agrees that it shall immediately notify the Fund Manager if any such status, position, change therein or any other circumstance occurs.
- 13.4 Redemption of Participations as referred to in Article 13.1 shall only be effected as per a Valuation Date. Redemption of Participations as referred to in Article 13.3 may be effected at all times by sending the Participant a notice to that effect at least five (5) Business Days before the effective date to be determined by the Fund Manager.
- 13.5 A request for redemption by a Participant shall be made by completing a Notice of Redemption. A Participant may obtain such Notice of Redemption from the Fund Manager or such other form as the Fund Manager deems appropriate in case of a partial redemption. A completed Notice of Redemption shall be sent to the Fund Manager. A Notice of Redemption will need to be received by the Fund Manager no later than seven (7) Business days before the relevant Valuation Date in relation to which the Participant requests that redemption shall take place. Requests for redemption not received in time will be kept until the following Valuation Date. A Notice of Redemption may be sent by fax and post simultaneously but payments of Total Redemption Amount shall not be made prior to the receipt of the original Notice of Redemption.
- 13.6 A Notice of Redemption received by the Fund Manager shall be irrevocable unless the Fund Manager agrees otherwise. The Fund Manager determines the date of redemption, taking into account that redemption can only take place at a Valuation Date. Requests for redemption can be discontinued if it does not comply with the status of Dutch investment institution as defined in article 28 of the Dutch corporate income tax act.
- 13.7 Requests for redemption may be refused in case anti-money laundering verification procedures so require.
- 13.8 The Fund Manager shall use its best efforts to comply with a request for redemption but redemption cannot be fully guaranteed given the nature of the Fund Assets. The Fund Manager may at its sole discretion decide to suspend and/or limit the redemption of Participations if in the Fund Manager's reasonable opinion the (additional) redemption of Participations would not be in the interest of the Participants in the Fund, e.g if the redemption should be financed with the proceeds of a sale of assets of the core portfolio. The Fund Manager shall promptly notify the Participants of such decision providing further clarification.
- 13.9 The Total Redemption Amount consists of the Total Redemption Price reduced by any fees, expenses, taxes and costs as determined by the the Fund Manager in its sole discretion and with due observance of what is included on costs and expenses in the Fund Specification provided these fees, expenses, taxes and costs incurred in connection with the sale of Fund Assets, necessary to allow the redemption of Participations. These fees, expenses, taxes and costs include but are not limited to any brokerage fees and expenses (including but not limited to settlement, taxes and related expenses). Even if the Fund Specification includes a fixed amount or fixed percentage whether or not relating to the Total Redemption Price, the Fund Manager is in its sole discretion authorised to charge the actual costs in respect of the redemption of Participations or waive (part of) these costs instead. The Fund Manager shall provide the redeeming Participant with an overview of the deducted fees, expenses, taxes and costs.

- 13.10 Upon request or after prior approval of the Participant, the Fund Manager may pay the Total Redemption Amount in kind. Should the Fund Manager decide for the Total Redemption Amount to be paid in kind, the Fund Manager will determine which Fund Assets are to be transferred and will assess the Net Asset Value of the relevant Fund Assets in accordance with the valuation method described in Article 10. The Fund Manager shall inform the Participant on its decision to pay the Total Redemption Amount in kind, the Fund Assets selected and the Net Asset Value of the selected Fund Assets.
- 13.11 The Total Redemption Amount will be paid at the relevant Valuation Date unless exceptional circumstances occur, in which case the Total Redemption Amount will be paid at the earliest possible Business Day thereafter. Any and all Participations that are redeemed shall be automatically cancelled.
- 13.12 In addition to the redemptions set out in this Article 13, the Fund Manager may decide, subject to the prior consent of the Meeting of Participants, that payments will be made to all Participants by redeeming Participations pro rata to the number of Participations held, against a price and other conditions determined by the Fund Manager, subject to the prior consent of the Meeting of Participants.
- 13.13 Immediately upon completion of the redemption of Participations, the Fund Manager shall procure that the necessary amendments are made to the Register.
- 13.14 The Fund Manager may delegate all or any part of its duties under this Article 13 to the Administrator.

14 Notices

- 14.1 All notices to Participants shall be sent in writing to the addresses of Participants stated in the Register.
- 14.2 All notices to the Fund Manager shall be made in the form of email, telex, fax or by mail and shall be addressed or directed as to the addresses set out below or such other address as may have been notified to the Participants in writing:

To the Fund Manager: Aegon Investment Management B.V.
c/o Client Services & New Business
Europaweg 29
9723 AS Groningen
The Netherlands
E-mail: accountmanagementsupport@aegonam.com
Telephone number: +31(0)50-3175317
Fax: +31(0)50-3175349

- 14.3 A Participant acknowledges that email and facsimile communications may be subject to delays, misroutings, breakdown or other errors that are not attributable to the Title Holder or the Fund Manager, respectively and that this may result in the non-receipt or delayed receipt of email and/or facsimile communications which may not be apparent to the Participant, the Title Holder or the Fund Manager, respectively. A Participant further acknowledges and accepts that as a result of the nature of the internet, the Title Holder or the Fund Manager, respectively, cannot guarantee that email communications sent to the Title Holder or the Fund Manager, respectively, shall not be viewed or intercepted whilst en route. A Participant therefore acknowledges and accepts that the use of email and facsimile communications is at the risk of the Participant.

15 Income and gains

- 15.1 The balance of any income or gains, including dividends, interest, refunds of withholding tax levied, as received (or receivable) by the Title Holder on behalf and for the benefit of the Participants, will be reinvested by the Fund, unless the Fund Manager at its sole discretion determines that these will be distributed. If distributions are made, including payments to Participants pursuant to Article 13.12, the Fund Manager may determine that the amount distributed shall be subject to reinvestment in which case such amount shall increase the Unpaid Commitment of the Participants who are entitled to such distribution. The Fund Manager will notify the Participants prior to such distribution that it will be subject to reinvestment. The Unpaid Commitment resulting therefrom will be deemed to have been made as at the date such distribution has

become payable. If distribution of income is mandatory to comply with the conditions of the Dutch investment institution as set out in Article 28 of the Dutch corporate income tax act 1969, this distribution will take place within eight (8) months after the end of the respective book year.

- 15.2 The Fund Manager may, at its sole discretion and at any time, decide to make payments in cash or kind or in additional Participations of any income or gains to individual bank and/or securities accounts of the Participants, taking into account the preferences Participants may have notified to the Fund Manager in accordance with Article 14.1. Any such payment shall be separately notified to each Participant in accordance with Article 14.1.

16 Reporting and accounting

- 16.1 The financial year shall coincide with the calendar year.

- 16.2 The Fund Manager shall render reports and financial statements to the Participants with respect to the investment policy conducted, the value development of the Participations and the performance of the Fund on a quarterly basis as well as within six months after the end of the financial year :

- (i) the balance sheet;
- (ii) the income and expenditure statement; and
- (iii) explanatory notes with respect to the financial policy and financial management, the developments in the reporting period and a strategy with respect to the coming period.

- 16.3 The Annual Accounts will be rendered in accordance with title 9 book 2 Dutch Civil Code (*Burgerlijk Wetboek*). Subsequent valuations are processed without being detrimental to the value used for subscription and redemption as described in article 10.

- 16.4 The Fund Manager shall appoint an external chartered auditor (the "Auditor"), who will be assigned to audit the Annual Accounts excluding the explanatory notes referred to in Article 16.2 (iii). The report or audit certificate of the Auditor shall be added to the Annual Accounts.

- 16.5 The Fund Manager shall send a copy of the Annual Accounts, audited by the Auditor, to each Participant, as soon as possible after it has been received by the Fund Manager. Adoption of the Annual Accounts requires the prior approval of the Meeting of Participants.

- 16.6 The Fund Manager shall provide to the Participants on request and if possible information for purposes of reporting by the Participants (by law or otherwise). The Participant shall reimburse the reasonable costs incurred by the Fund Manager. The Fund Manager accepts no liability whatsoever with respect to this information.

- 16.7 Without prejudice to the provisions of Article 16.2 and Article 16.4, the Fund Manager is obligated to maintain records (or instruct a third party to maintain records) of the Fund such that the Fund Assets and Fund Obligations can be determined at all times. The Fund Manager shall keep the documents and records described in this Article 16 for a period of at least seven years and during this period make these available for inspection by the Participants on request.

- 16.8 The Fund Manager may delegate all or any part of its duties and responsibilities under this Article 16 to the Administrator.

17 Fees and expenses

- 17.1 All the costs, fees (except for the fee for the Fund Manager as referred to in Article 16.2 and expenses incurred by or charged to the Title Holder or the Fund Manager in connection with the Fund, including but not limited to costs as specified in the Fund Specification, shall be paid out of the Fund Assets.

- 17.2 The fee for the Fund Manager will be charged to each individual Participant.

18 Meeting of Participants

- 18.1 Meetings of Participants may only be held when called by the Fund Manager. The Fund Manager will call Meetings of Participants as follows:

- 18.1.1 The Fund Manager must call a Meeting of Participants in the case that one or more Participants owning together at least 25 percent of the outstanding Participations request the Fund Manager to do so.

- 18.1.2 The Fund Manager must convene a Meeting of Participants whenever otherwise required pursuant to these Terms and Conditions.

- 18.1.3 The Fund Manager may convene a Meeting of Participants as often as it (at its sole discretion) deems necessary in the interests of the Participants.
- 18.2 The Meetings of Participants will be held in Groningen or another place to be determined by the Fund Manager. Notice for a Meeting of Participants will be given in accordance with Article 14.1 at least 14 days prior to the meeting and will state the date, time, place and agenda for the meeting.
- 18.3 The prior consent of the Meeting of Participants shall be required:
 - 18.3.1 to appoint or remove a legal person affiliated to the Fund Manager and/or the Title Holder in the capacity of investment manager, custodian or in any other capacity;
 - 18.3.2 to review the power granted to a legal person affiliated to the Fund Manager and/or the Title Holder in the capacity of investment manager, including a resolution to revise the size of the assets managed by a legal person affiliated to the Fund Manager and/or the Title Holder
 - 18.3.3 in case of payment to all Participants by way of redemption in Article 13.12..
- 18.4 In the event the Title Holder and the Fund Manager shall not be able to come to a joint decision in accordance with the Terms and Conditions, a binding opinion shall be requested from the Meeting of Participants.
- 18.5 The Fund Manager shall appoint a chairman and a secretary of Meetings of Participants. The chairman shall be responsible for determining the procedure to be adopted for the conduct of any Meeting of Participants. The secretary shall be responsible for the preparation of the Meeting of Participants.
- 18.6 The agenda for a Meeting of Participants shall be determined at the sole discretion of the Fund Manager save where a Meeting of Participants is convened pursuant to a request made by one or more Participants as referred to in Article 18.1.1, in which case the items brought forward by the relevant Participants shall be included in the agenda.
- 18.7 Unless otherwise indicated in these Terms and Conditions, resolutions of the Meeting of Participants shall be passed by a simple majority of the votes validly cast in a meeting in which Participants representing at least half of the Participations in issue are present or represented.
- 18.8 In Meetings of Participants, one vote may be cast per Participation.
- 18.9 The Meeting of Participants can also pass resolutions outside a meeting, provided this takes place in writing, including by fax and/or by e-mail, and Participants at least representing two thirds of the Participations in issue pronounce themselves in favour of the motion in question and all Participants have declared in writing not to object against such procedure of decision-making outside a meeting. All this is entered in the minutes register.

19 Resignation and replacement of the Fund Manager or the Title Holder

- 19.1 The Fund Manager or the Title Holder respectively shall resign:
 - 19.1.1 at the time it is dissolved;
 - 19.1.2 by voluntary resignation;
 - 19.1.3 in the event of irrevocable bankruptcy or if it loses the free management of its assets, including by way of being granted a moratorium;
 - 19.1.4 by dismissal through the Meeting of Participants in the event the Fund Manager or the Title Holder, respectively, according to a binding decision of the court, has acted with gross negligence, wilful misconduct or in material breach of the Terms and Conditions.
- 19.2 A decision of the Meeting of Participants to dismiss the Fund Manager or the Title Holder as referred to in Article 19.1.4 must be adopted by a majority representing at least two thirds of all Participations.
- 19.3 If the Fund Manager or the Title Holder wishes or is obliged to discontinue its activities pursuant to this Article 19, a Meeting of Participants shall be convened within 4 weeks of notification of this fact in order to appoint a successor.
- 19.4 A decision of the Meeting of Participants to appoint a new title holder or new fund manager must be adopted by a majority representing at least two thirds of all Participations in issue. All Participants shall be informed of the replacement in accordance with Article 14.1.
- 19.5 No resignation or removal of the Title Holder shall be effective before the appointment of a successor title holder, whether or not on a temporary basis, has become effective.
- 19.6 The Fund Manager may revoke any resolution of the Meeting of Participants to remove the Title Holder provided that it without delay effects the replacement of all board members of the Title Holder by such other

board members as approved by the Participants with a majority representing at least two thirds of all Participations.

- 19.7 Should the Title Holder cease to perform its function for whatever reason, while no subsequent title holder has been appointed by the Meeting of Participants, the Fund Manager shall be authorised to appoint an interim title holder until a new title holder has been appointed by the Meeting of Participants. The Fund Manager shall convene a Meeting of Participants within three months after it has appointed an interim title holder for the purposes of appointing a permanent new title holder.
- 19.8 Each of the Fund Manager and the Title Holder hereby commits itself to cooperate fully in the transfer of its contractual position to a successor. In particular, the Title Holder hereby commits in advance to transfer the Fund to a successive title holder and to carry out all necessary in rem acts and other acts. The Fund Manager or the Title Holder respectively shall indemnify its successor and the Participants for all losses resulting from non-performance or defective performance of the above obligations, regardless of whether the loss is the consequence of culpable non-performance or defective performance of its obligations, for all losses resulting from breach of these conditions, applicable laws and regulations or other unlawful acts during the period the Fund Manager or the Title Holder was in office.
- 19.9 If no successive Fund Manager or Title Holder has been appointed within ten weeks after it became known that it wishes or is obliged to end its office, the Fund shall be dissolved and liquidated in accordance with the provisions of Article 21, unless the Meeting of Participants resolves to extend the aforementioned term.

20 Amendment to the Terms and Conditions

- 20.1 The Fund Manager and the Title Holder are jointly authorised to amend the Terms and Conditions. If the amendment leads to a material change, the prior approval of the Meeting of Participants is required. Any amendment in the Terms and Conditions as referred to in Article 20.2 is in any case considered to be material.
- 20.2 Any amendment to these Terms and Conditions which causes a reduction in the Participants' rights or security or imposes costs upon Participants does not become effective until one month after the date of approval of the amendment and during this period Participants shall be entitled to request redemption of their Participations. The provisions of Article 13 shall apply to any such redemption.
- 20.3 In contradiction to Article 20.2, costs charged to a subscribing or redeeming Participant in respect of the issue and/or redemption of Participations may periodically be amended to the sole discretion of the Fund Manager, under the condition that this discretionary competence may only be used when the amendment is caused by changed market conditions. This amendment does not become effective until one month after the date of notifying the participants of this amendment.
- 20.4 Any other amendment to these Terms and Conditions than an amendment in the Terms and Conditions as referred to in Article 20.2 and 20.3 has immediate effect unless decided otherwise by the Fund Manager and the Title Holder.
- 20.5 Upon amendment of the Terms and Conditions, the Fund Manager shall promptly send the revised Terms and Conditions including the amendments to the Participants.

21 Liquidation

- 21.1 The Fund Manager has the right to liquidate the Fund. The liquidation of the Fund by the Fund Manager requires the prior consent of the Meeting of Participants. A resolution of the Meeting of Participants holding the liquidation of the Fund shall be passed by a majority consisting of at least 95 percent of the votes validly cast at the Meeting of Participants. Notwithstanding Article 13, Participations may no longer be redeemed, after the resolution referred to in the preceding sentence has been passed by the Meeting of Participants.
- 21.2 The liquidation of the Fund shall be effected by the Fund Manager. During the liquidation period these Terms and Conditions shall, to the extent possible, remain in full force and effect.
- 21.3 The balance left after the liquidation shall be distributed among the Participants in proportion to the number of Participations, and the Participations shall thereby be deemed to be cancelled. Distribution to the Participants shall not take place until after the reports and financial statements (*rekening en verantwoording*) are rendered in accordance with Article 21.4. The Fund Manager shall notify the Participants of the distributions that are to be made payable, and shall inform each Participant whether the distributions due to them will be in cash or in kind.

21.4 The Fund Manager shall render the reports and financial statements (*rekening en verantwoording*) with respect to the liquidation of the Fund, approved by the Auditor.

22 Applicable law and competent court

22.1 These Terms and Conditions shall be governed by the laws of The Netherlands, and must be interpreted accordingly.

22.2 All disputes arising from or relating to these Terms and Conditions, including disputes concerning the existence and validity, shall in the first instance be brought before the competent courts of The Hague.

* * *

Annex 1 Fund Specification of TKPI European Real Estate Fund

TKPI European Real Estate Fund

Class: MM European Real Estate Fund Class A EUR Acc (ISIN: NL0014676843)

The following are the fund specifications (the 'Specifications') of the TKPI European Real Estate Fund (the 'Fund'). Aegon Investment Management B.V. is the Fund's Manager. These Specifications must be read in conjunction with the Prospectus MM Funds – TKPI European Real Estate Fund. These Specifications were updated on 31/03/2022.

Fund Profile

Fund Launch

Launch date: 6 December 2000

Legal Status

The Fund is a mutual fund. The Fund is only accessible to professional investors ("professionele beleggers") as defined in the Financial Supervision Act (Wet op het financieel toezicht).

Status for Tax Purposes

The Fund is an open-end mutual fund (open fonds voor gemene rekening) and is non-transparent for tax purposes with FBI (fiscal beleggingsinstelling) status. The Fund's assets, liabilities, income and expenses are directly attributed to its participants.

Objective and Benchmark

The investment policy aims to achieve an absolute return by acquiring and managing a portfolio of unlisted European real estate funds. The Fund's benchmark is: Not applicable (the Fund has an absolute return strategy).

Investment Policy

The Fund is an actively managed real estate fund, consisting of interests in unlisted investment funds investing in real estate in Europe. To achieve the Investment Objective of the Fund, the Fund Manager may directly invest the Fund's Assets and/or may select one or more (specialized) Third Party Investment Managers and/or Funds to manage (part of) the Fund's Assets. Third Party Investment Managers and/or Funds are selected on the basis of, amongst others, the following criteria: quality of the organisation and investment team, quality of the investment process and risk management, as well as the fees charged by the Third Party Investment Manager and/or Funds for their service. The Fund Manager carefully monitors all appointed Third Party Investment Managers and/or Funds. The Fund Manager determines and is responsible for the investment policy of the Fund.

Securities Lending & Repo Trading

The Fund will not enter into securities lending arrangements.

Currency Policy

The Fund is denominated in euro. The Benchmark of the Fund is un-hedged, any currency hedging in the Fund is an active decision by the Fund Manager. Typically the Funds does not hedge any currencies.

Restrictions

Investment Universe

The Fund may, directly or indirectly, invest in:

- The Fund invests in unlisted real estate funds. The Fund may use cash (including short term money market funds, directly or indirectly held), and may use currency derivatives for hedging purposes and/or efficient portfolio management;
- Short term money market funds.

Responsible Investment (RI) approach

Details of how ESG risks are integrated in investment decisions and the likely impacts of ESG on the returns, corresponding to the Article 6 of the European regulation on sustainability-related disclosures in the financial services sector (SFDR), can be found in the Exercise of voting rights and responsible investing section of the prospectus.

TKPI European Real Estate Fund (“TREF”) aims to promote ESG characteristics, as described in Article 8 of the SFDR regulation. Aegon Investment Management B.V., acting as the Fund Manager of TREF, integrates ESG factors in the context of manager selection and monitoring process. For TREF the Fund Manager, shall in accordance with the Investment Restrictions as specified in the Fund Specifications of TREF, invest in a Third Party Fund, select and appoint Third Party Investment Managers in accordance with Article 4.3 of the Terms and Conditions of management & custody of TREF. When selecting a manager, the Investment Manager assess how the potential managers integrate ESG factors in their investment process where applicable and how they promote responsible behaviour by investee companies through active engagement. More specifically, the Fund Manager considers the GRESB (Global Real Estate Sustainability Benchmark) assessment of potential managers in line with the ESG characteristics promoted by TREF. Those Third-Party Investment Managers that are awarded green star recognition are eligible. In cases where a Third-Party Investment Manager does not yet have a GRESB score, for instance because of the novelty of the strategy, the Fund Manager may approve the appointment for investment if the Third-Party Investment Manager commits to reporting to GRESB and the Fund Manager expects a high score given their practices, as signalled by the internal ESG rating.

For appointed Third-Party Investment Managers, the Fund Manager monitors performance by reviewing their GRESB results on an annual basis. The Fund Manager shall hold an annual sustainability review meeting with each Third-Party Investment Manager, which has standard agenda items covering GRESB results obtained by a Third Party Investment Manager and the manner in which ESG risks are integrated into the investment selection decision of such Third Party Investment Manager. Where these results have deteriorated, the Fund Manager engages with the Third-Party Investment Manager in question to understand the cause thereof and encourages to take improvement measures. Where a Third-Party Investment Manager stays below the minimum threshold of a green star GRESB recognition, despite the Fund Manager’s efforts to stimulate improvement, the Fund Manager may terminate the appointment of such Third-Party Investment Manager with immediate effect.

GRESB is an ESG benchmark generally recognised around the world for financial markets for the measurement of ESG performance of an investment based on the standardised framework, initiated by GRESB B.V. Green star ratings are awarded to Real Estate entities or investment managers satisfying certain ESG assessment criteria, out of management, performance and development adopted in the GRESB’s scoring system.

Furthermore, fund holdings are screened on the basis of accordance with the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles (UNGP) on Business and Human Rights and the UN Global Compact principles. Issuers that breach these norms and standards are targeted for engagement. The fund also applies an exclusion list compiled on the basis of certain ESG criteria. For further details, please refer to the Aegon AM Responsible Investment Policy for Multi-Management Funds which can be found on the Aegon AM website (www.aegonam.com), documents section.

Leverage

The Fund Manager shall calculate the leverage of the Fund in accordance with the requirements of AIFMD. The upper limit of leverage for the Fund be as follows:

- 20% under the “Commitment Method”
- 150% under the “Gross Method”

Risk Profile

The Fund’s value trend is dependent on developments on the capital, securities, currency and commodity markets. This means there is a possibility that:

- The Fund may fail to generate any or may generate only little income
- In case of unfavourable market movements, the Fund’s value may be completely or partially lost.

The value of the Fund’s investments can fluctuate. Results achieved in the past offer no guarantee for the future.

The risks listed below are not exhaustive. The Fund may be exposed to additional risks. The MM Fund Prospectus contains a description of risks.

Several risks may be applicable to the Fund. Investment restrictions are set at Fund level and at Third Party Investment Manager level. The Fund Manager may delegate all or parts of the risk management activities to the Administrator

Active risk:

This is not applicable to the Fund because of its absolute return profile.

Concentration risk;

The fund seeks to balance the investments per risk category; a target of 45% Core, a target of 45% Value Add and a hard cap of 20% Opportunistic. The maximum deviation allowed per risk-class is 20 percentage points. However, the size of the Opportunistic Portfolio is limited to a maximum of 20% of the total portfolio. The percentages invested in each risk-class are calculated as follows: value of all fund investments that are part of a risk category divided by the total value invested by TREF in real estate funds. The total value invested by TREF excludes the cash position of TREF at Fund level. In case a restriction is breached, the Fund Manager will inform Participants as soon as possible. Within 3 months thereafter, the Fund Manager will present to Participants a plan regarding how the breach may be resolved over the next 12 months. If the Fund Manager determines in its reasonable opinion at any point that it is not feasible to solve the breach within such 12 month period, the Fund Manager shall discuss the issues with Participants with a view to determining a longer term action plan. The Fund aims to have minority stakes in real estate funds. This improves the diversification and liquidity of the portfolio. In case too much capital is allocated to a real estate fund, the Fund Manager implements divestment strategies to reduce the concentration risk.

Counterparty risk:

All purchases and sales in the Fund are executed on the basis of delivery/receipt versus payment, except for markets where another market practice prevails. In order to limit the counterparty risk for the transactions executed by the Fund Manager a policy for the selection of counterparties is applied. All counterparties used should be on the list of approved counterparties.

Credit risk:

Credit risk is negligible as the Fund only invests in real estate funds .

Currency risk:

The currency exposure of real estate funds with a non-euro reporting currency is hedged.

Interest rate risk:

Real estate funds may use debt instruments with a variable interest rate combined with interest rate derivatives for hedging purposes. The Fund Manager does monitor the effectiveness of the interest rate hedging by these funds.

Liquidity risk:

Overall, real estate qualifies as an illiquid asset class. The Fund has clearly defined the priorities in the use of cash flow of the fund. Cash flow is deployed according to the following priorities: (1) legal obligations (including working capital), (2) annual cash dividend for participants, (3) a redemption reserve (created solely in case the cash flow originates from the issuance of Participations), (4) portfolio restrictions and (5) redemption requests.

Operational risk:

The Fund is subject to operational risk controls of the Fund Manager. The risk controls are reviewed periodically by an external party and are recorded in an ISAE 3402 type II report.

Each Fund risk is classified as high, medium or low. The risks listed below are not exhaustive. The Fund may be exposed to additional risks. The MM Funds Prospectus contains a description of the risks.

Classification	Type of risk
High	liquidity risk
Medium	country risk, currency risk
Low	concentration risk, derivative risk, leverage risk

Short-term Variances

Due to market movements, short term variances from the above referenced restrictions are permitted. The Fund Manager will resolve any breach of this restriction as soon as reasonably practicable and in the best interest of the Fund's Participants.

Costs and Fees**Management Fee**

- The Fee for the Fund Manager will be charged to each individual Participant.
- The Fees paid to the real estate funds are indirectly charged to the Fund. These fees are included in the calculation of the NAV's of the real estate funds.

Costs

General costs will be charged to the Fund and include but are not limited to: brokerage and custody fees, fees for proxy voting services and transaction costs.

Total Costs charged to the Fund

The ongoing charges figure (OCF) in 2020 was: 1.38%. The OCF includes all costs that were charged to the Fund's assets during the reporting period, excluding entry and exit fees of entering and exiting Participants, any investment performance fees and transaction costs, and interest charges on bank accounts. The Fund can invest in other MM funds. In addition to the costs directly recognized by the Fund, the calculation of the Fund's ongoing costs also includes the ongoing costs of other MM Funds in which the Fund invests. No other costs are applicable to the Fund, then the costs mentioned in the Prospectus and Fund Specifications.

Service Fee

The Fund Manager charges a service fee to the Fund. A service fee of 0,020% per year on the assets under management (AUM) is applicable.

Entry / Exit

Costs (including but not limited to fees, taxes, and expenses) may be charged by the Fund to a subscribing or redeeming Participant in respect of the issue and/or redemption of Participations for the benefit of the Fund. These costs are fixed at 0.00% in case of a subscription and 0.00% in case of a redemption of the deposited monies or the amount of the redemption respectively.

Notwithstanding the foregoing sentence the Fund Manager and/or the Title Holder are at all times authorized to charge the actual costs in respect of the issue and/or redemption of Participations.

Annex 2 Subscription form

TKPI EUROPEAN REAL ESTATE FUND



SUBSCRIPTION FORM



1. Interpretation

Terms used herein shall have the meaning ascribed to them in the Terms and Conditions, unless explicitly stated otherwise.

2. Subscription

- 2.1 The subscriber hereby subscribes irrevocably for Participations in TKPI EUROPEAN REAL ESTATE FUND (hereafter referred to as the "Fund") against a Commitment of EUR _____ subject to the acceptance of this Subscription Form by the Fund Manager. Participations will be issued pursuant to a draw down of Commitment in accordance with Article 11.1 of the Terms and Conditions, provided however that if the Fund Manager upon acceptance of this subscription notifies the subscriber that its Commitment or any part thereof is drawn down, such notice shall be deemed to be a draw down notice as referred to in Article 11.1 of the Terms and Conditions. The subscriber acknowledges that the Fund Manager reserves the right to reject in its sole discretion this and any other subscription for Participations in whole or in part. The Fund Manager will determine in its sole discretion which subscriptions shall be accepted. The Commitment is made at the date of acceptance thereof by the Fund Manager.
- 2.2 The subscriber shall transfer the Total Subscription Amount and any other amounts drawn down in accordance with the Terms and Conditions to the bank account of the Title Holder as referred to in schedule 1 hereto at the date notified to it by the Fund Manager in accordance with Article 11.1 of the Terms and Conditions. Furthermore, the subscriber shall complete schedule 1 and enclose the documents referred to in section 3 below when sending this Subscription Form to the Fund Manager.
- 2.3 The subscriber has taken due notice of the Terms and Conditions, including the relevant Fund Specification and other Annexes, including without limitation Article 4.7 (Management and Administration, liability), Article 5.7 (Title Holder, liability), Article 8.2 (rights and obligations, additional contributions), Article 11 (Drawdown of Unpaid Commitment and issue of Participations), Article 13 (Redemption of Participations) and Article 17 (Fees and Expenses), and acknowledges that its Commitment will be drawn down and Participations will be issued to the subscriber in accordance with the requirements and procedures set out in the Terms and Conditions.
- 2.4 If this subscription is rejected, any amount transferred by the subscriber pursuant hereto shall be returned to the subscriber on the account as indicated by the subscriber.

3. Client Identification

- 3.1 The subscriber agrees to produce:
- a. a certified copy of the business registration certificate (or similar document) of the subscriber;
 - b. a certified copy of a valid ID of the legal representative(s) of the subscriber including the date of birth and the address of the legal representative(s);
 - c. a structure chart of the subscriber including copies of business registration certificates of the legal entities included in the chart;
 - d. advice whether the subscriber is listed as charity; and
 - e. any other relevant documentation as requested by the Fund Manager.

4. Undertakings, Representations and Warranties

- 4.1 The subscriber undertakes, represents and warrants as follows on a continuous basis.
- 4.2 The subscriber has independently assessed, evaluated and verified the merits and risks associated with investing in a Fund and the transactions contemplated thereunder.
- 4.3 The subscriber has knowledge of the Terms and Conditions, including the Fund Specification and other Annexes and understands and accepts the risks connected herewith and the purchase of Participations, especially that the subscriber shares pro rata its Participations in relation to all issued Participations, in all damages, losses and costs (schaden, aansprakelijkheden, verliezen en kosten) incurred by the Fund Manager or the Title Holder in its role as manager (beheerder) respectively title holder (juridisch eigenaar) of the Fund under the Terms and Conditions, including the relevant Fund Specification and other Annexes.
- 4.4 The subscriber has the knowledge and expertise in business and financial matters to make it capable of assessing and evaluating the merits and risks associated with investing in a Fund and the transactions contemplated thereunder.

- 4.5 The subscriber is and will be a professional investor (professionele belegger) within the meaning of article 1:1 of the Act.
- 4.6 The subscriber _____.¹
- 4.7 The subscriber declares to agree with the Terms and Conditions. The subscriber has had the opportunity to ask questions and receive answers concerning the Fund and the Terms and Conditions of this offering from authorised representatives of the Fund Manager.
- 4.8 The subscriber understands that its Commitment is irrevocable and that it cannot dispose of its Participations except by way of redemption of the Participations under the conditions as described in the Terms and Conditions of the Fund and that it has no right to demand distribution from the Fund prior to the Fund's dissolution and liquidation other than by redemption of Participations.
- 4.9 The subscriber is willing to assume and will be able to bear the full financial and economic risk of its subscription, while maintaining adequate means of providing for its current needs and foreseeable contingencies, even in the event of a loss of its entire investment in the Fund.
- 4.10 The subscriber has obtained and complied with all registrations, declarations or filings with, or consents, licenses, approvals or authorisations of any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Fund.
- 4.11 The subscriber has obtained all legal and tax advice necessary or appropriate concerning its investment in the Fund.
- 4.12 Neither the Fund Manager, the Title Holder nor any other person acting on behalf of the Fund Manager or the Title Holder, is obliged to provide the subscriber with any financial or investment advice specific to the subscriber's individual financial position or investment objectives. Therefore the subscriber does not subscribe for Participations in the Fund pursuant to any recommendations of the Fund Manager, Title Holder or any other person acting on behalf of the Fund Manager or the Title Holder in relation to its individually financial position or investment objectives.
- 4.13 The person or persons signing on behalf of the subscriber have full power and authority to do so. If applicable, all relevant internal procedures have been complied with and all necessary internal consents have been obtained.
- 4.14 The subscriber represents that the execution and performance of this Subscription Form does not contravene or constitute a default under any provision of law applicable to the subscriber.
- 4.15 The subscriber confirms that all representations, warranties and agreements contained in this Subscription Form are, and that the information provided by the subscriber in or pursuant to this Subscription Form is, valid, true, accurate, complete and not misleading both as of the execution date of this Subscription Form and as at the date of issue of the Participations and we acknowledge that it has been, and will be, relied on by the Fund Manager, the Title Holder and/or any affiliates and if there would be any change in such information which is material to subscriber's status as a Participant subscriber will immediately furnish in writing such revised or corrected information to the Fund Manager.
- 4.16 The subscriber is aware that (personal) information regarding the Participant and any associated data subjects (including contacts) may be shared within the Aegon Asset Management group. Any sharing of personal data within the group will be subject to all applicable laws and regulations and strict operating controls, as well as the robust data security practices adopted by the Fund Manager. For detailed information how we process personal data please consult the privacy statement: <https://www.aegonam.com/en/tertiary-navigation/privacy-statement-aim/>.

¹ Please insert the tax status of the subscriber: [the subscriber holds the Participations solely for its own account and risk, as a principal and solely for investment purposes]/[the subscriber qualifies as a tax transparent entity for Dutch tax purposes. The subscriber shall request a prior written approval from the Fund Manager in case any entity or person would join, accede to or participate in the subscriber].

5. Redemption, Winding up and Bankruptcy

- 5.1 By signing the Subscription Form the subscriber has not intended, for any purpose, to enter into a partnership (maatschap or vennootschap onder firma) or limited partnership (commanditaire vennootschap) If, notwithstanding the explicit intentions of the parties involved, the existing legal relationship between them is qualified by any authorised judicial body as such a partnership, the subscriber agrees, in so far as necessary, that (i) in case of a redemption of any or of all the Participations by the Participant in case of its liquidation, or in case of any other occurrence requiring under the rules of Dutch law such a partnership be dissolved, the other Participants have the right to continue and are deemed to continue the partnership and (ii) the payment for the redeemed Participations of the Total Redemption Amount on the relevant Valuation Date is considered to be the full and final settlement of the share in the joint ownership, if and as far as present, of such a partnership.

6 Indemnification, Remedies, Waivers

- 6.1 The subscriber understands that a misrepresentation or breach of any warranty or Subscription Form made by the subscriber could subject the Fund to significant damages and expenses. The subscriber agrees to indemnify the Fund Manager and the Title Holder from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defence or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the subscriber's misrepresentation or breach of any warranty or Subscription Form herein.
- 6.2 The subscriber acknowledges that the Fund Manager is entitled to act upon fax and/or email instructions from or purported to be from the subscriber and that all such instructions, where accepted by the Fund, will be final and binding upon the subscriber. The subscriber agrees to indemnify the Fund Manager and the Title Holder against any and all claims, demands, liabilities, costs, charges, damages and expenses that may occur by reason of any act or failure to act on the part of the Fund with regard to all fax and/or email instructions so provided by the subscriber.
- 6.3 This Subscription Form shall bind and inure to the benefit of the executors, administrators, legal representatives, successors and assigns of the parties to it.
- 6.4 Unless otherwise agreed in writing by the parties hereto, this Subscription Form represents the entire Subscription Form of the parties in respect of the subscription for Participations and cannot be changed or terminated orally.
- 6.5 Should any provision of the Subscription Form, or the application with regard to any party or circumstance, be held void or entirely or partially unenforceable by any authorised judicial body, the Subscription Form shall in all other respects be fully valid and enforceable.
- 6.6 The representations, warranties and indemnification obligations of the subscriber contained in this Subscription Form shall survive the execution of this Subscription Form and the purchase of the Participations.
- 6.7 No waiver by any party of any breach of any term of this Subscription Form shall be construed as a waiver of any subsequent breach of that term or any other term of the same or of a different nature.
- 6.8 If any legal action or any arbitration or other proceeding is brought for the enforcement of this Subscription Form or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Subscription Form, the successful or prevailing party or parties shall be entitled to recover reasonable fees of attorneys and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

7 Applicable Law and Competent Court

- 7.1 This Subscription Form shall be governed exclusively by the laws of The Netherlands, and must be interpreted accordingly.
- 7.2 All disputes arising from or relating to this Subscription Form, including disputes concerning the existence and validity, shall in the first instance be brought before the competent courts of Groningen.

SCHEDULE 1
Subscription Information Form

Registered name: _____
Trade name: _____
Legal form: _____
(Corporate) seat / registered address (no P.O. boxes accepted for registration purposes) : _____

Correspondence address: _____
Nationality /place of incorporation: _____
Registration number and location of register: _____
Telephone Number: _____
Fax: _____
E-mail Address: _____
Contact person: _____
Bank Account Number : _____
Subscription date: _____

Name of Fund	Commitment
TKPI EUROPEAN REAL ESTATE FUND	EUR _____

The subscriber herewith declares that

- each of the following natural persons is, directly or indirectly, holder of an interest of at least 25% or has the power to exercise 25% of the voting rights or has effective control of the subscriber:
[name(s) of natural person(s)]
- there are no natural persons that, directly or indirectly, are holder of an interest of at least 25% or have the power to exercise 25% of the voting rights or have effective control of the subscriber:

I/we confirm to apply for subscription to the Fund(s) as indicated. I/we are acquainted with the content of the Terms and Conditions of the Fund(s) as indicated. In accordance with Article 11.6 or 11.7 as applicable of the Terms and Conditions the Subscription Form will need to be received by the Fund Manager no later than seven Business Days before the relevant Valuation Date in relation to which an investor or Participant requests that its Unpaid Commitment shall be drawn down.

Signature: _____

Date: _____

No certificates evidencing the issue of Participations are issued.

Send this form by post:

To the Fund Manager: Aegon Investment Management B.V.
AAM EU Fiduciary Client Services
c/o Europaweg 29, 9723 AS Groningen
Telephone number: +31(0)50-3175317
E-mail: accountmanagementsupport@aegonam.com
Fax: +31(0)50-3175349

For the first subscription the original subscription form must be sent by post to the Fund Manager at the address above.

Annex 3 Notice of redemption

Notice of redemption

Name: _____
Address: _____
Telephone Number: _____
Fax: _____
E-mail Address: _____
Bank Account Number: _____
Redemption date: _____
(hereafter to be referred to as the "**Participant**").

1. The Participant holds Participations in
Name of Fund TKPI EUROPEAN REAL ESTATE FUND (hereafter referred to as the "**Participations**").

In accordance with and subject to the provisions of Article 13 of the general terms and conditions (the "Terms and Conditions") of the Fund(s) listed below, the Participant kindly requests to redeem (i) the number, (ii) amount or (iii) all Participations as indicated below:

Name of Fund	Number	Amount	All
TKPI EUROPEAN REAL ESTATE FUND	_____	_____	Yes/No

In accordance with Article 13.5 of the Terms and Conditions the Notice of Redemption will need to be received by the Fund Manager no later than seven (7) Business days before the relevant Valuation Date in relation to which the Participant requests that redemption shall take place.

Yours faithfully,

For and on behalf of
[PARTICIPANT]

By:
Title:
Date:

By:
Title:
Date:

Send this form by post:
To the Fund Manager:

Aegon Investment Management B.V.
AAM EU Fiduciary Client Services
c/o Europaweg 29, 9723 AS Groningen
Telephone number: +31(0)50-3175317
E-mail: accountmanagementsupport@aegonam.com
Fax: +31(0)50-3175349