

INFORMATION MEMORANDUM CE CREDIT MANAGEMENT INVEST FUND 1 B.V.

This Information Memorandum is published in connection with the Offer and Issue of 50.000 in 6.5% secured Notes, each with a nominal value of EUR 1,000 ("**Notes**") with a minimum subscription of 100 Notes (totalling a minimum subscription amount of EUR 100,000).

maximum amount: EUR 50,000,000 ("Loan")

CE Credit Management Invest Fund 1 B.V.

(a private company with limited liability, incorporated under Dutch law, with its registered office in Rotterdam, the Netherlands) ("**Issuer**")

The Notes:

The Notes form a 5-year loan from the holder of the Note(s) to Issuer with a nominal value of EUR 1,000 each, with a minimum subscription of 100 Notes (totalling a minimum subscription amount of EUR 100,000) and with an annual interest of 6.5% of the nominal value. Interest is paid semi-annually in two equal instalments of 3.25%. As such, the effective coupon is higher than 6.5%. The Notes have a BBB^{-sf} (restricted) rating issued by Creditreform Rating AG.

Offering Period:

In principle, subscription will be open for one year after the date of this Information Memorandum, or sooner when the maximum value of the Loan, EUR 50,000,000, has been reached. The Issuer can, at its own discretion, resolve to extend the Offering Period once for a further period of maximum two (2) months in case the minimum denomination of the Loan of EUR 35,000,000 has not yet been passed.

Listing:

The Notes will be traded on Euronext Growth (previously known as Alternext) in Brussels, Euronext's multilateral trading facility for small and medium-sized enterprises. Admission of the Notes to trading (listing) on Euronext Growth will be after the Offering Period.

There are risks associated with investing in the Notes. Investors should carefully read this Information Memorandum and Chapter 1, 'Risk Factors' in particular before considering investing in the Notes.

The meanings of the terms that are capitalised in this Information Memorandum are as stated in chapter 'Definitions', unless indicated otherwise.

Date Information Memorandum: 31 Mei 2019

Attention! This investment falls outside AFM supervision. No prospectus required for this activity.



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1 | Risk Factors

The Issuer acknowledges that the risk factors outlined below may affect the Issuer's ability to fulfil the obligations it has accepted vis-à-vis its investors (the Noteholders) with regard to the Note issuance. These risk factors relate to events that may or may not happen. The Issuer is not in a position to make any statements on the likelihood that these events will happen. This chapter provides a description of the risk factors associated with this type of Note, as well as outlines the factors that are of crucial importance to be able to assess the market risk involved in the Notes.

The Issuer feels that the risks presented below reflects all material risk factors that may affect the Issuer's ability to fulfil the obligations it has accepted vis-à-vis its investors with regard to the issued Notes. In addition, the Issuer indicates that all material risk factors associated with this type of Notes are presented. Although the Issuer believes that the risks and uncertainties described below are all the material risks and uncertainties facing the Issuer's business, additional risks and uncertainties - which are presently unknown to the Issuer or that the Issuer currently deems immaterial – may also have a material adverse affect on the Issuer's business, results of operations or financial condition(s) and could negatively affect the price of the Notes.

The Issuer recommends that investors carefully study the detailed information set out in this Information Memorandum (including documents incorporated in this Information Memorandum) and that they make their investment decisions based on this careful study.

Prospective investors should read the detailed information set out elsewhere in this Information Memorandum and should reach their own views before making an investment decision with respect to any Notes. Furthermore, before making such an investment decision, prospective investors should consult their own stockbroker, bank manager, lawyer, auditor or other financial, legal and tax advisers and carefully review the risks associated with an investment in the Notes and consider such an investment decision in light of its personal circumstances..

1.1 | Risk factors which may affect the Issuer's ability to fulfil the obligations it has accepted vis-à-vis the Noteholders with regard to the issued Notes

Debtor's risk

Situations may arise where debtors included in Debt Portfolios purchased by the Issuer that are being recovered by the Servicer on the basis of the SLA are unable to properly fulfil their financial obligations in full or in part, thus causing the proceeds from the Debt Portfolios purchased and acquired by the Issuer to be lower than expected. For instance, this situation may occur in the event of an insolvent debtor. If the Issuer's debtors are unable to properly fulfil their financial obligations to the Issuer in full or in part, the Issuer's proceeds and financial position may be negatively impacted. Debtor's risk may result in an inability of the Issuer to refund the amount of Interest on the Notes to the Noteholders in full or in part, and to repay the deposit (Principal Amount) in full or in part.

Counterparty risk vis-à-vis the Servicer

The Issuer utilises the services of the Servicer, who operates on the basis of a SLA, to recover the debts included in the Debt Portfolios. The payments/sums received by the Servicer (or a party affiliated with the Servicer) for the services provided by the Servicer on behalf of the Issuer in accordance with the SLA, both in cases settled amicably based on debt management plans and in cases settled through a court order, will be

transferred to the Issuer or offset against payments made by the Servicer. Since, both in cases settled amicably based on a debt management plan and in cases settled through a court order, the payments/sums intended for this purpose will become part of the assets of the Servicer or the assets of a party affiliated with the Servicer for a short period of time (on average one month), the Issuer may be at a real counterparty risk vis-à-vis the Servicer (or vis-à-vis a party affiliated with the Servicer) in the event that the Servicer (or a party affiliated with the Servicer) is declared insolvent. This risk is particularly present during the period in which the Servicer has received the debtor's payment but has not yet transferred the amounts to the Issuer. As mentioned above, this period is maximized in both situations – the amicable and court settlement – for throughout that period, the pledge on the recovered receivable has lapsed, so that it no longer serves as a security on the receivables of the Noteholders of the Issuer, while the claim on the Issuer still exists. As such, the Loan coverage during that period is lower than before the receivable was recovered from the debtor and after it is paid to the Issuer.

Risk of dependence on the management team and other key employees; risk of dependence on the Servicer

The functional and operational success of the Issuer largely depends on the specific expertise and experience brought to the operations by the Issuer's management team and other key employees. The Issuer is mainly dependent on Mr R.H.H. Klaassen's expertise and experience in his capacity as the manager of the Issuer. In addition, the Issuer is to a large degree dependent on the Servicer. While the Issuer manages the Debt Portfolios, the Servicer selects the Debts and recovers them on behalf of the Issuer. The Servicer has its own IT infrastructure, as well as a database that allows it to recover receivable portfolios very thoroughly. If the Issuer's key employees responsible for these activities should be lost, or if the Servicer should be lost, specific expertise and experience might disappear and the Issuer's operational activities might slow down temporarily, which might result in the proceeds from the Debt Portfolios purchased by the Issuer ending up lower than expected and/or the costs ending up higher than previously estimated. If these vital vacancies are not filled within a short period of time, the extent to which the Issuer can fulfil its obligations arising from the Notes could be compromised.

Conflicting transactions

Since the Issuer will purchase Debt Portfolios based on the Servicer's recommendations and will be represented as such by the Servicer based on a power of attorney granted to the Servicer for this purpose, a (direct or indirect) conflict of interest with the Servicer may arise. Amongst other reasons, such conflict may be a result of the circumstance in which the Servicer has signed and in the future may sign other SLA's with third parties, inter alia with other debt issuing entities, and provide similar services under these SLA's to these third parties. Some of them, such as CE Credit Management II, CE Credit Management III and CE Credit Management IV are still active on the date of this Information Memorandum, albeit they are in the process of converting their Debt Portfolios into cash as they are winding down operations to redeem their debts and to be liquidated.

As a result, a particular Debt Portfolio that is available for the Servicer for acquisition might be suitable for the Issuer, the Servicer and other clients of the Servicer. This means that - without prejudice to the obligations of the Servicer under the SLA to select suitable Debt Portfolios for the Issuer - some Debt Portfolios available to the Servicer might not be offered to the Issuer. In addition, the Issuer might determine that a specific Debt Portfolio offered to it might be of lesser quality than other Debt Portfolios available to the Servicer (whether or not as a result of a conflict of interests of Servicer), in which case the Issuer has the option to decline the purchase of the Debt Portfolio in question.

Moreover, the Noteholders must be aware that the Issuer might agree and intend to purchase Debt Portfolios from CE Credit Management II or other parties that also rely on the services of the Servicer (subsidiaries of the Initiator or external clients). This especially applies to Debt Portfolios owned by CE Credit Management II relatively close to the redemption date of notes issued by CE Credit Management II. In the event the Servicer selects such a Debt Portfolio for purchase by the Issuer, contrary to its regular work as a representative of the Issuer, the Servicer may not use its power of attorney under the SLA to act on behalf of the Issuer to purchase these Debt Portfolios. A specific resolution and purchase agreement, signed by the Issuer, is required for this purchase, stating the conditions of the purchase and an explanation why the conditions of the purchase are 'at arms length'. In paragraph 5.4.4 the characteristics of this specific Debt Portfolio of CECM II are described in more detail. The purchase price for these kind of Debt Portfolios is also reviewed and validated by an external valuator. In this way there is segregation of duties between the Issuer and the Services on already purchased Debt Portfolios as normally the purchase prices is set between the Servicer and a third party. With the additional internal controls in place, the remaining risk of conflicting transaction is mitigated.

Pursuant to the SLA, the Servicer must recognise, monitor and control conflicts of interests, to the extent possible within the limits of its powers.

In the event that there is a direct or indirect conflict of interests of the Servicer, this may result in the Issuer purchasing Debt Portfolios for a higher price than necessary or with a lower credit quality and, therefore, making a smaller profit on the Debt Portfolios than projected. This, in turn, may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part.

Valuation risk

The Issuer's performance will be affected by the extent to which it can recover its Debt Portfolios and the valuation of said Debts. One can never be sure in advance that the purchased and acquired Debt Portfolios can be recovered in their entirety, nor that they can be recovered at a price equal to the expected returns. Nor can one be sure in advance that, when buying new Debt Portfolios, the discount rates given, based on a valuation for these Debt Portfolios, will not decrease, or what the future returns will be in the Dutch and Belgium debtor management market. A precise valuation of said Debts could be difficult and the result of the valuation could be incorrect. The risks listed above could result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part.

Acquisition risk

An acquisition risk may occur if there are, temporarily, no Debt Portfolios available for purchase that meet the investment criteria set by the Issuer. The Proceeds of the Note issuance will be used to purchase Debt Portfolios. There is a chance that, due to a lack of Debt Portfolios available for purchase, the Issuer may have to, permanently or temporarily, stop purchasing Debt Portfolios or reduce the amount it is able to spend on Debt Portfolios. As a result, the Issuer may temporarily fail to compose and maintain a diversified Debt Portfolio. For instance, the Issuer may not be able to purchase Debt Portfolios at an acceptable price and on acceptable terms, or alternatively, the composition of the Debt Portfolios available for purchase may not meet the Issuer's investment criteria due to the size of the Debt Portfolios or the type of debtors involved. As a result, the Issuer may not be able to diversify sufficiently in the Debt Portfolios it has acquired and in the number of Debt Portfolios it holds, which may compromise the Issuer's solvency and liquidity, as well as the proceeds and profitability. This, in turn, may result in the Issuer being unable to repay the Principal Amount

to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part.

Margin risk

The profit margin achieved by the Issuer, i.e. the difference between the purchase price and the amount for which the Debt Portfolios will be recovered, partially depends on the accuracy of the projection of future cash flows realised from the Debt Portfolio. Recovering Debts more quickly than expected will result in the same margin in absolute terms, but will effectively result in a higher relative margin since the Portfolio's average investment amount will be lower than originally projected. On the other hand, a slower recovery will result in a lower relative margin since the Portfolio's average investment amount will be higher than originally projected. However, the absolute margin will remain the same. This being the case, a successful Debt Portfolio is one which average investment amount is equal to or lower than the projected average investment amount. The relative rate at which Debt Portfolios can be recovered constitutes an uncertain factor concerning the date on which a complete margin can be realised. If fewer of the Debt Portfolios can be recovered than projected, the Issuer will be unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer will be unable to pay the Interest on the Notes in full or in part.

Competitive risk

There is a very large market for the management and purchase/sale of consumer receivables, and there are several other major (international) players in the Dutch and Belgium market who may be considered the Issuer's direct competitors. There is a risk that these rival companies are more successful at acquiring Debt Portfolios at any given point and making good profits from them, for example, because they are willing to pay a higher purchasing price as they work more efficiently. As a result, the Issuer may not be able to acquire the Debt Portfolios it hopes to acquire, which in turn may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part.

Diversification risk

It is expected that the return on investments in Debt Portfolios will be more regular if investments are spread over multiple Debt Portfolios and court-ordered debt-collection cases with various legal bases for claims, with the Debt Portfolios in question having great diversification in terms of location and industry.

However, significant available capital will be required to achieve the kind of diversified investments in third-party Debt Portfolios from various industries, such as telecommunications companies, utility companies, healthcare providers (e.g. dentists, orthodontists, physiotherapists, etc.), online shops, retailers, sports clubs, fitness clubs, the healthcare industry in general, etcetera, which the Issuer currently considers desirable. It is expected that it will take approximately 60-80 percent of the Proceeds to realise such diversification. We also expect that a widely diversified Debt Portfolios will take a considerable amount of time. Therefore, there is a risk that while the Issuer acquires Debt Portfolios, the overall balance may develop less evenly than it would if we were to achieve an optimal level of diversification, which may have an adverse effect on cash flow for the Issuer which, in turn, may affect the Issuer's liquidity and solvency. In addition, due to the concentration of investments in one particular industry, e.g. online shops or the healthcare industry, lower-than-expected results in that segment may have a significant impact on profits gained from Debt Portfolios. The aforementioned risks may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part.

Legal and collection cost risk

The Issuer's projected costs (such as legal or collection costs) are based on contractual arrangements and can differ per Debt Portfolio. The actual costs may be higher than projected, or may have a different ratio of fixed and variable expenses, which may have a negative impact on the Debt Portfolio results. Higher costs may also occur if the SLA is terminated, due to which other price agreements with third parties have to be made, and transition costs may be incurred as well. This may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part.

Reputational risk

The Servicer is vulnerable to negative publicity it may get. After all, its work includes collecting debts and recovering receivables, which puts the Servicer at risk of negative publicity, which may result in damage to its reputation. Negative publicity can occur for example when in the collection process the collection agency (Servicer) makes mistakes and the debtor is disadvantaged. It is also possible that negative publicity occurs because of the strict procedure in case of an unpaid invoice and the relatively high collection costs which may be charged by law. For example with traffic tickets there is a lot negative publicity. The attention is negative to the police/government while the debtor in case is not to blame. Since the Servicer is closely associated with the Issuer, the Servicer and the Issuer may be tainted by association, which may result in negative consequences. This, in turn, may negatively affect the recovery rate of Debt Portfolios, or cause higher costs, which would have a negative effect on the cash flow of the Issuer. In 2017, the Servicer - and several colleagues - were the subject of some negative publicity due to lost verdicts. In that specific verdict, the Servicer made a mistake in the legal process.

Operational risk

The operational risks associated with the Issuer's activities include, but are not limited to, the possibility that internal or external processes or administration systems may fail or otherwise come up short, human error, non-compliance with rules and regulations, employee misconduct or external events such as fraud. Such events may cause financial losses or damage the Issuer's reputation and have a genuinely adverse effect on the Issuer's operating results, thus causing the Issuer to be unable to meet its obligations as laid down in the SLA. The SLA stipulates that both the Issuer and the Servicer are entitled to cancel the obligations arising from the SLA at any time with due observance of a notice period of 6 (six) months. Another operational risk that may occur is the risk of insolvency and/or suspension of payment of the Servicer, thus causing the Servicer to be unable to meet its obligations under the SLA. If this happens, the Issuer will be required to appoint a new Servicer, which may be difficult within a short period of time. Operational risks are inherent to the activities performed by the Issuer.

If one or more operational risks occur, the Issuer may be unable to repay the Principal Amount to the Noteholders in full or in part, and the Issuer may be unable to pay the Interest on the Notes in full or in part.

Insolvency risk

If the Issuer is declared insolvent or granted suspension of payments, there will be a very real risk of the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part.

Cyber Security Risk

Failures or breaches of the electronic systems of the Issuer and/or Servicer and other service providers (third parties) to cause disruptions and negatively impact on the Issuer and/or Servicer business operations, potentially resulting in financial losses to the Issuer and its shareholders. While the Issuer and/or Servicer has established business continuity plans and risk management systems seeking to address system breaches or failures, there are inherent limitations in such plans and systems. Furthermore, the Issuer and/or Servicer cannot control the cyber security plans and systems of the Issuer and/or Servicer service providers.

Fiscal risk

Due to the long-term nature of the investment, it is uncertain how the Issuer and the returns on the Notes will be affected in terms of taxation. Laws may be amended, new legislation may come into effect and political decisions may be made, all of which may negatively impact the financial situation of the Noteholders of the Issuer. Over the course of time, amendments to Dutch law or new laws that may have an adverse effect on the fiscal state of Notes or Noteholders may come into effect.

The Issuer's fiscal position – which includes the state of the Loan – has not been discussed in detail with the Dutch Tax and Customs Administration (*Belastingdienst*). In the event that the Dutch Tax and Customs Administration fails to accept the principles we have presented them, the Issuer's operating results may be negatively affected, which may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part.

Risk of legal proceedings

The Issuer may be at risk if legal proceedings are commenced against it. At this moment, there are no known legal procedure commenced against the Issuer or the Servicer. In general, legal proceedings tend to have uncertain outcomes. Defending against a claim is expensive, and even if Issuer prevails it may only partially recoup its legal costs from the other party. Legal proceedings may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part.

Political risks (and other causes of force majeure)

Terrorist attacks, other acts of war or hostilities, popular revolt, geopolitical developments, pandemics, the Brexit or other such events, or the response to such events, may result in economic and political unrest. A specific example can be that changes in the political environment in the Netherlands can lead to additional laws and regulations to limit the collection possibilities and introducing new quality standards which can limit the collection possibility. Such events may have an adverse effect on the Dutch and international economic circumstances, and therefore may negatively affect the Issuer's results which may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part..

Risk due to debtors' deteriorating payment performance

Changes in the economic climate may have a (negative) effect on consumers' and businesses' capacity and willingness to pay off debts, which may result in the Issuer requiring more time to collect all of the debts arising from Debt Portfolios. When purchasing a Debt Portfolio, the Issuer assumes that it will be able to collect all of the debts in said Debt Portfolio within a certain predetermined (average) period of time. If this process accidentally turns out to take longer than expected, or if more cases than expected must be settled in court (which requires allocating funds to the payment of court fees), the Issuer's cash flow development may be compromised and/or delayed. If this risk occurs, the Issuer may be unable to repay the Principal

Amount to the Noteholders in full or in part, and the Issuer may be unable to pay the Interest on the Notes in full or in part.

Risk of bad debt

Bad debt can arise due to any number of circumstances beyond the Issuer's control, for instance because certain consumers, or a certain group of consumers, turn out to be unable to meet their debt obligations, or due to changes in the economic climate. If this happens, certain debts may have to be written off as unrecoverable, which may result in loss of income, which in turn may negatively impact the Issuer's cash flow. Despite the opportunities offered by retrocession (a system under which the seller of a Debt Portfolio is obliged to buy back debts which cannot be recovered), bad debt may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part.

The Loan will not be issued in its entirety

If the Proceeds of the Loan are less than the maximum amount that can be issued, the Issuer's ordinary operational expenses will have a more pronounced effect on the Issuer's operating profits. This may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in Issuer being unable to pay the Interest on the Notes in full or in part.

Risks associated with the Issuer's capital structure

The Issuer is mainly debt-financed and hardly equity-financed. Any unfavourable results from the Issuer's activities (i.e. exclusively purchasing or acquiring third-party Debt Portfolios, paying court fees and managing Debt Portfolios) may result in the Issuer being unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part. Therefore, the Noteholders' risk is comparable to shareholders' risk, save the Right of Pledge.

Risk of lost debtors' addresses

The risk of lost debtors' addresses is the risk that debtors included in a Debt Portfolio are no longer located at the addresses recorded on their invoices. In such cases, the purchased debts may not be able to be recovered and may have to be written off as a dead loss, which will result in loss of income and will negatively affect the Issuer's solvency and liquidity, which may, in turn, cause the Issuer to be unable to repay the Principal Amount to the Noteholders in full or in part, and in the Issuer being unable to pay the Interest on the Notes in full or in part. Whether lost debtors' addresses will actually have a negative impact on the Issuer also depends on whether or not the Issuer is entitled to retrocede the accounts in question to the original owner of the accounts in these situations (retrocession refers to the obligation of the seller of the Debt Portfolios to buy back debts that cannot be recovered).

Risk of changed legislation and regulation or supervisors' opinions

A change in legislation or regulations, for example a change that will or could affect the way the Servicer is collecting Debt Portfolios or changes in the judicial process, may come into effect after this Information Memorandum is published but before the Notes are fully redeemed which has a negative effect on the Issuer's ability to continue its business activities in the manner intended or on the tradability of the Notes. The same effect may be caused by a change in opinion or policy of supervisors, particularly the Netherlands Authority for the Financial Markets (AFM) or Dutch National Bank (*De Nederlandsche Bank*).

1.2 | Risks associated with the nature of the Notes

Risks associated with paying interest on the Loan

For the term of the Loan, the Notes will generate Interest on their outstanding Principal Amount. The Issuer will be required to pay this Interest. Generally, the Issuer will pay this interest from the proceeds from recovered Debt Portfolios or individual debts, or from the proceeds of the sale of a Debt Portfolio, or parts thereof, to a third party. In doing so, the Issuer will incur a risk that if the Servicer can buy less Debt Portfolios than forecasted, a lower margin is realized with the potential result that the Issuer is not able to pay (a part of) the interest to the Noteholders.

Interest rate risk

The Notes will be subject to fluctuating capital market interest rates, which may negatively affect their value. The Notes will incur a fixed interest rate, which will be based on the market interest rate at the Issue Date and the supposed extent of risk represented by the Issuer. For instance, when interest rates rise, the market value of the Notes may decrease, because the market requires higher interest rates to offset the same supposed extent of risk. In the event of a decline in interest rates, the market value of the Notes will increase. The nominal value will always remain the same.

Redemption risk and risk of Early Redemption

The Notes can be redeemed earlier than the Redemption Date but not before two years after the Issue Date at any time at the Issuer's discretion. Although Noteholders are entitled to a penalty interest in case of Early Redemption, this might create the risk for investors that they only can reinvest the returned cash flow at a lower interest rate level. Furthermore, the possibility of Early Redemption of Notes might affect the anticipated accrued yield for a Note and thus have an adverse impact on the demand for and thus the tradability of the Notes. An Early Redemption may also affect the market price of the Notes.

Reduced Note liquidity

The Issuer will request that the Notes will be admitted to trading on Euronext Growth in Brussels. Euronext Growth in Brussels is a so-called multilateral trading facility within the meaning of the Belgian Act of 2 August 2002 on the monitoring of the financial industry and financial services, which operates under the banner of Euronext in Brussels. Euronext Growth in Brussels is a multilateral trading facility (*multilaterale handelsfaciliteit*) within the meaning of the DFSA. This listing is designed to increase the tradability (and therefore liquidity) of the Notes.

However, there may not be much demand for the Notes, or the Notes may not be entirely tradable at the desired moment. If this happens, the Notes may remain illiquid. A situation may arise where there is no bidder (buyer) in the market, leaving Noteholders unable to sell their Notes at a time of their choosing.

Risks associated with changes to the Terms and Conditions

The Issuer will be entitled, under the terms and conditions laid down in the Terms and Conditions, to amend the Terms and Conditions. There is a risk here that the Terms and Conditions will be less favourable following the amendment. Pursuant to Article 14 of the Terms and Conditions, the Security Agent and the Issuer will only be able to materially amend the Terms and Conditions if they have been authorised to do so at a meeting of the Noteholders. For the convened Noteholders to authorise such an amendment, a qualified decision (as defined in the Terms and Conditions) will be required. Therefore, individual Noteholders may be faced with amendments for which they did not vote.

Risk with regard to securities

In respect of the Debt Portfolios, the Issuer has provided security rights, namely rights of pledge, to the Security Agent for the benefit of the Noteholders. These securities can be enforced when the Issuer cannot comply with its payment obligations under the Loan. Nevertheless, the possibility exists that this enforcement realizes lower proceeds than was initially relied on. For that reason, the enforcement of the security rights by the Security Agent can result in insufficient proceeds to pay the complete Interest and, to the extent applicable, any other amount under the Loan, to the Bondholders, respectively to repay the Principal Amount in full to the Bondholders.

Dependency of Security Agent

The Noteholders' interests will be collectively represented by the Security Agent. The Noteholders' rights with regard to the securities that will be vested in the Security Agent in connection with the Loan will be exclusively exercised by the Security Agent to the extent and in the manner outlined in the Trust Deed. The Security Agent will, instead of the individual Noteholders, keep, manage and, if necessary, recover the securities on behalf of the Noteholders. Noteholders are not permitted to do so individually.

A director of the Security Agent may be dismissed, with due observance of the provisions laid down in the Security Agent's articles and in the Trust Deed, at the convened Noteholders' discretion. In addition, pursuant to the Trust Deed, a director of the Security Agent will be entitled to resign from his/her position of his/her own accord (i.e., voluntarily leave office) by notifying the Security Agent, the Issuer and the Noteholders, with due observance of a notice period of at least 90 (ninety) days. The Security Agent's Board will be made up of at least one director. Directors will be appointed by the Security Agent's Board. However, if there are no incumbent directors, the Board will not be qualified to appoint directors. In such cases, the Issuer will be competent to appoint one or more directors, provided that the convened Noteholders agree. In the event that there is a vacancy which cannot be filled within three (3) months in the manner described above, a court of law will be entitled to appoint one or more directors at any stakeholder's request.

In the event that the Security Agent is unable to find new independent directors, or that the convened Noteholders do not authorise the proposed new directors, it will become more difficult to effectively exercise the Noteholders rights.

Also, the Security Agent's management board is currently comprised of the Initiator (Direct Pay Beheer B.V.), of which entity Mr C.F. Klaassen is sole director. It is envisaged that soon after the date of this Information Memorandum, the board of the Security Agent will change and a Trust Office will be appointed as management board, so as to ensure independency of the Security Agent towards the Issuer. This means that as this moment, there is no formal independency between the Security Agent and the Issuer. This might lead to a situation in which the interests of the Noteholders are not optimally represented by the Security Agent.

Market price volatility

The Notes may be subject to market price volatility and the market price of the Notes may decline in response to developments or trading limitations that are unrelated to Issuer's performance or beyond Issuer's control.

2 | Preface

CE Credit Management Invest Fund 1 B.V. background information and rationale for Note issue

To support the Initiator's growth strategy, the Issuer is attracting funds from the public by offering and issuing, a maximum of 50.000 tradable Notes at a nominal value of EUR 1,000 per Note, in principle worth EUR 50,000,000. The minimum subscription amount per investor is EUR 100,000.

Legal structure

The Notes will be issued by CE Credit Management Invest Fund 1 B.V. (the Issuer), which entity is held in its entirety by the Stichting CE Credit Management Invest Fund 1, which is also the Issuer's statutory director. The Issuer will make use of the services provided by Direct Pay Services B.V. (the Servicer), which operates on the basis of a Service Level Agreement (SLA), to recover the debts contained in the purchased Debt Portfolios. The Servicer is a wholly owned subsidiary of Direct Pay Beheer B.V. (the Initiator). The Issuer is not affiliated with Direct Pay Services B.V. through any form of partnership. However, we would like to inform Noteholders of the fact that the Issuer's de facto manager – Mr R.H.H. Klaassen – is employed at Fintech Solutions B.V. in the capacity of Chief Business Intelligence Officer. The Noteholders' interests will be represented on exclusive basis by Stichting Obligatiehouders CECMIF 1, in its capacity as security agent.

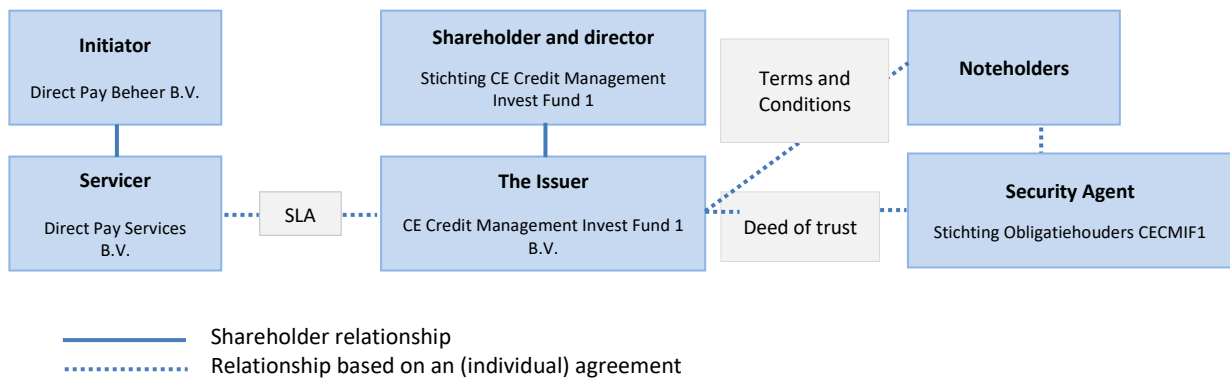


Figure 1: Legal structure chart

Issuer Activities

For the term of the Loan, the Issuer will focus on managing Debt Portfolios containing a great number of individual Dutch consumer receivables. The Issuer will carry out the following activities:

- Decision-making regarding the purchase or acquisition (both legally and financially) of Debt Portfolios;
- Decision-making regarding the recovery of purchased Debt Portfolios;
- Monitoring and supervising the Servicer's compliance with the SLA; and
- Ensuring that the company's interest and payment obligations arising from the Notes are met on time.

As mentioned above, the Issuer will make use of the services of the Servicer, which works on the basis of a SLA, to recover the purchased Debt Portfolios. As an experienced market player in the field of debtor management and purchasing and recovering receivables, the Servicer will advise the Issuer on which available Debt Portfolios to purchase. In doing so, the Servicer will be assisted by its database detailing Dutch consumers' purchasing and payment performance.

Service Level Agreement

Pursuant to the Service Level Agreement (SLA), the Servicer is required to meet all the obligations laid down in said agreement, which mainly amount to recovering the Issuer's Debt Portfolios and advising on a) the selection of new Debt Portfolios to be purchased; b) the price-determination; and c) the acquisition of the Debt Portfolios. In addition, the Servicer will advise the Issuer in the event of the (partial or complete) sale of Debt Portfolios.

Euronext Growth listing

The Notes will be listed on Euronext Growth (previously known as Alternext) in Brussels, Euronext's multilateral trading facility for small and medium-sized enterprises. Admission of trading (listing) will be requested after the Offering Period.

3 | Important Information for investors and restrictions

3.1 | Responsibility

The Issuer is exclusively responsible for the accuracy and completeness of the information contained in this Information Memorandum. The Issuer declares that, having taken all reasonable care to ensure that such is the case the information contained in this Information Memorandum, to the best of its knowledge, is in accordance with the facts and contains no omission likely to affect its import.

Neither this Information Memorandum nor any other information supplied in connection with the issuance of the Notes should be considered as a recommendation by the Issuer to any recipient of this Information Memorandum or any related documentation to purchase any Notes. Each investor contemplating the purchase of any Notes should conduct its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither this Information Memorandum nor any other information supplied in connection therewith constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Notes in jurisdictions where it is unlawful to make such offer or invitation.

This Information Memorandum is to be read in conjunction with the applicable documents which are deemed to be incorporated herein by reference (see “Documents Incorporated by Reference”). This Information Memorandum will be read and construed on the basis that such documents are incorporated in and form part of this Information Memorandum.

Any information that has been sourced from a third party, has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

In this Information Memorandum there has not been disclosed any information about an undertaking / obligor that is not involved in the issue of the Notes, as this is not the case.

The Issuer has not authorised anyone to provide information or make statements on its behalf with regard to the offer and issuance of Notes which is/are not included in this Information Memorandum. If any such information has been provided, or if any such statements have been made, by anyone but the Issuer, we recommend that you do not rely on this information for your assessment whether or not to subscribe for Notes.

3.2 | Restrictions

This Information Memorandum does not constitute an offer to buy shares or an invitation to offer to buy shares in any jurisdiction where this is not allowed under this jurisdiction. The distribution of this Information Memorandum may be subject to legal restrictions in some jurisdictions outside the Netherlands. Any person who comes into the possession of this Information Memorandum is obliged to familiarise himself or herself with such restrictions and to comply with them. The Issuer hereby declares that it will not offer or sell the Notes, or transfer the ownership of the Notes, to any party in the United States. The Notes will be solely offered in the Netherlands, Belgium, United Kingdom and Germany, in accordance with the regulations of

these countries. With due regard for the above provisions, the Issuer will not accept any liability for any violation of such restrictions by any party, regardless of whether said party is a potential Note buyer or not.

Under no circumstances do the dissemination of this Information Memorandum and the issuance and offering of the Notes on the basis of this Information Memorandum mean that the information set out in this Information Memorandum is still correct on a later date than the date of this Information Memorandum. If an important new development, material error, or inaccuracy should occur or found that may affect the assessment of the Notes, an updated Information Memorandum or supplement will be provided.

The Issuer's website, www.cecmif1.nl, contains a digital version of this Information Memorandum including possible supplements.

This Information Memorandum was drawn up to provide investors with information on the Issuer and the Notes. Investments in Notes incur financial risks. Therefore, it is vital that investors thoroughly study the complete contents of this Information Memorandum. The Issuer would like to remind investors to always consult their personal advisor and to consider their own personal financial situation before deciding whether or not to invest in Notes.

3.3 | Paying & ENL Agent

Institution responsible for paying services

KAS BANK NV, having its registered offices at De entree 500, 1101 EE, Amsterdam, will act as custodian and the party responsible for corporate action and payment services.

3.4 | Financial intermediary

Merit Capital will be (primarily) acting as a placing agent with respect to the Notes. Merit Capital will, on a best effort base, distribute the Notes within its network of investors. The Notes will solely be offered to investors in the Netherlands, Belgium, the United Kingdom and Germany.

Merit Capital is a public limited company under Belgian law, whose registered office is at Museumstraat 12D, 2000 Antwerp, with enterprise number 0471.885.204. Merit Capital is an investment firm that is subject to the supervision and regulation of the National Bank of Belgium (NBB) and the Financial Services and Markets Authority (FSMA).

The Issuer may also engage other third parties (financial intermediaries) for the resale or final placement of Notes by the Issuer. The Issuer has given consent to Merit Capital for the (re)sale and placement of the Notes exclusively in the Netherlands, Belgium, the United Kingdom and Germany, and the use of the Information Memorandum in this respect. The Issuer is responsible for the content of the Information Memorandum in relation to any investor to whom an offer of any Notes is made, provided that such offer has been made in accordance with all the conditions applicable to such consent. This consent is given by the Issuer for solely the Offering Period. The Issuer is entitled to withdraw its consent at any time. Merit Capital shall notify on her website (and any external communications with regard to the offering of the Notes) that it uses the Information Memorandum in accordance with the consent of the Issuer and the conditions attached to them.

3.5 | Involved accountants

Accountants responsible for auditing

The Issuer's accountant is Deloitte Accountants B.V., with registered offices at 2970 Gustav Mahlerlaan, 1081 LA in Amsterdam. Deloitte Accountants B.V. is responsible for auditing the Issuer's financial data for the time span covered by the historical financial data. Since 2013, Deloitte Accountants B.V. has also been responsible for auditing Direct Pay Beheer B.V. For more information on the accountants responsible for auditing the Issuer, please visit their website: www.deloitte.nl.

3.6 | Use of Financial and Statistical Information

Certain financial and statistical information in this Information Memorandum has been rounded to whole figures. As a result, the sum of certain data included in this Information Memorandum may deviate from the sum total presented in this Information Memorandum.

3.7 | Forward-looking statements

Some statements in this Information Memorandum may be deemed to be 'forward-looking statements'. Forward-looking statements include all statements other than historical statements set out in this Information Memorandum, including, without limitation, those concerning financial position, business strategy, plans, goals and objectives of the management for future operations and the assumptions underlying these forward-looking statements of the Issuer. When used in this Information Memorandum (or any supplement hereto), the words 'anticipates', 'estimates', 'expects', 'believes', 'intends', 'plans', 'aims', 'seeks', 'may', 'will', 'should' and any similar expressions generally identify forward-looking statements.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements, or industry results to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Issuer and the environment in which the Issuer will operate in the future. The risks of the investment in (a subscription for) Notes are more specifically described in the Chapter 'Risk Factors'.

Important factors that could cause actual results, performance or achievements of the Issuer to differ materially from those in the forward-looking statements include, among others, changes or downturns in the Dutch economy or the economies in other countries in which these entities conduct business, the impact of fluctuations in foreign exchange rates and interest rates, and the impact of future regulatory requirements. These forward-looking statements only apply on the date of this Information Memorandum. Without prejudice to the requirements arising from applicable laws and regulations, or from rules and regulations of Euronext Growth, the Issuer expressly rejects any obligation or commitment after the date of this Information Memorandum to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in connection therewith or any change in events, conditions or circumstances on which any such statement is based.

With regard to the proposition outlined in this Information Memorandum, prospective buyers are reminded that investment values may fluctuate, and that past performances do not guarantee future results.

3.8 | Other Stipulations

This Information Memorandum is exclusively governed by Dutch law. The Information Memorandum is published only in English due to the international nature of the prospective investors.

4 | Parties Involved in the Loan

4.1 | Legal entities involved in the Loan

The following legal entities will play an important part in the Loan:

- **CE Credit Management Invest Fund 1 B.V.** (the Issuer). The Issuer is the debtor and will use the Proceeds to purchase or acquire, manage and recover Debt Portfolios;
- **Stichting Obligatiehouders CECMIF1** (the Security Agent). The Security Agent will serve for and on behalf of the Noteholders pursuant to the Trust Deed;
- **Direct Pay Beheer B.V.** (the Initiator). The Initiator holds all of the Servicer's outstanding shares, and in its capacity as the holding company initiated the project to attract funding for the Direct Pay Beheer B.V. group;
- **Direct Pay Services B.V.** (the Servicer). The Issuer and the Servicer have entered into an SLA. Pursuant to the SLA, the Servicer is required to sell certain Debt Portfolios to the Issuer in accordance with predetermined investment criteria which is outlined in paragraph 5.4.3 of this Information Memorandum. The Servicer is also entitled to purchase, on behalf of the Issuer, when authorised to do so, certain Debt Portfolios that meet the investment criteria referred to above. In addition, the SLA contains a mandate allowing the Servicer to manage and recover Debt Portfolios in its own name but at the risk and account of the Issuer.

The following sections provide more information on each of these legal entities.

4.2 | CE Credit Management Invest Fund 1 B.V. (the Issuer)

Legal form

The Issuer (CE Credit Management Invest Fund 1 B.V.) is a limited liability company incorporated under Dutch law on 19 March 2019 by notarial deed, with its registered office in Rotterdam. The Issuer's office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Issuer is registered at the Dutch Chamber of Commerce with company number 74325051.

Statutory objects

The statutory objects of the Issuer (outlined in Article 2 of its articles of association) are as follows:

1. to lend and raise funds, including the issue of bonds, debt instruments or other securities and factoring, as well as to enter into related agreements and to perform all that is connected therewith or may be conducive thereto. The proceeds of the bond loans will be used by the company to finance the activities of the company, i.e. buying or acquiring, executing and possibly reselling debt receivable portfolios to third parties;
2. a. to participate in, to manage and finance, including the provision of security for, other companies;

- b. to manage and invest capital;
- c. to operate immovable properties and other property rights;
- d. to provide advice and other services to third parties; and to perform all further acts relating or possibly conducive to the foregoing, in the broadest sense of the word.

Board

Under the articles of association the management board of the Issuer manages and represents the Issuer. At present, the Board comprises of Stichting CE Credit Management Invest Fund 1, whose sole statutory director is Mr R.H.H. Klaassen, having its office at Blaak 16, 3011 TA in Rotterdam, the Netherlands. Stichting CE Credit Management Invest Fund 1 does not receive any form of remuneration for its activities. Mr R.H.H. Klaassen used to be on the Servicer's Board, in which capacity he was responsible for developing the IT infrastructure and database currently used by the Servicer. Therefore, Mr R.H.H. Klaassen has the expertise and experience required for the efficient acquisition and recovery of Debt Portfolios. Mr R.H.H. Klaassen is the brother of the Servicer's current director, Mr C.F. Klaassen. In addition, Mr R.H.H. Klaassen used to be a director of Direct Pay Beheer B.V. (the Initiator), in which capacity he was responsible for creating and expanding the data management system. These experiences help him assess purchased Debt Portfolios and the debt-collection process in his current role as a director of the Issuer.

Curriculum vitae Mr R.H.H. Klaassen

As a senior system architect, Mr Klaassen has more than 20 years of IT experience in the financial sector, and he has therefore strong developed skills in the fields of information analysis, IT engineering and project management. In 1991, after completing his higher professional education studies as a business information analyst in that same year, he started an IT company, focussing on the development of automation software for the SME segment. Mr Klaassen joined Webcasso B.V. in 2004 as a director and in 2007 as a director at Direct Pay Services B.V. Within this role, he was responsible for the development and maintenance of the IT systems within the company, streamlining and combining information and managing the software development team. Mr R.H.H. Klaassen is director of Stichting CE Credit Management Invest Fund 1. In addition to his role as director under the articles of association of this foundation, Mr R.H.H. Klaassen is employed by CE Fintech Solutions B.V. as Chief Business Intelligence Officer.

Directors are appointed, suspended and dismissed at the Issuer's annual general meeting of shareholders in accordance with the provisions of the Issuer's articles of association.

Supervisory board

As of the date of the Information Memorandum, the Issuer does not have a supervisory board. Based on the deed of incorporation, the general meeting of the Issuer may resolve to establish a supervisory board. The sole shareholder of the Issuer does not have the intention to establish such a board.

Audit Committee

As of the date of the Information Memorandum, the Issuer does not have an audit committee. The sole shareholder of the Issuer does not have the intention to establish such a committee, as there is no legal obligation to do so.

Shareholder

The Issuer has one (1) shareholder: Stichting CE Credit Management Invest Fund 1, a foundation incorporated under Dutch law, with its corporate seat in Rotterdam and its registered office at Blaak 16, 3011 TA in Rotterdam, registered at the Dutch Chamber of Commerce under company number 74311816. In

its capacity as Issuer's only shareholder, Stichting CE Credit Management Invest Fund 1 has complete control over the Issuer.

The aforementioned sole shareholder has issued a statement (included in [Annex IV](#) to this Information Memorandum) in which it declares that it will not make any dividend withdrawals as long as the Notes have not been completely, unconditionally and irrevocably paid off and refunded in accordance with the Terms and Conditions outlined in this Information Memorandum. In addition, the sole shareholder has declared that it will not transfer or alienate the shares it holds in Issuer, or encumber them with a limited right in favour of a third party, as long as the Notes have not been completely, unconditionally and irrevocably paid off and refunded in accordance with the Terms and Conditions outlined in the Information Memorandum.

Share capital and shares

The Issuer's authorised share capital amounts to EUR 500,000, divided into 5,000 regular shares with a nominal value of EUR 1,000 per share. The Issuer's issued and paid-up share capital amounts to EUR 100,000. All issued shares have been fully paid up.

Each share in Issuer's capital entitles the holder to one vote at the shareholders' meeting. In addition, shareholders are eligible for payment of dividends. Moreover, shareholders get their full share in the event that Issuer is wound up and liquidated. The transfer of shares is subject to transfer restrictions preventing shareholders from selling shares to third parties without consulting other shareholders first, as outlined in Issuer's articles of association. In addition, when new shares are issued, shareholders have the right of first refusal, commensurate with the total value of their shares, with due regard for any legal restrictions which may apply.

Amendment to articles of association

The General Meeting of Shareholders is entitled to amend the Issuer's articles of association. The Issuer's articles of association have been incorporated into the Information Memorandum by reference as [Annex I](#).

Procedures

In the past 12 months, there have been no government interventions, lawsuits or cases for arbitration, including procedures which, to the best of Issuer's knowledge, are pending or about to be initiated, which may have a significant impact, or have had a significant impact in the recent past, on Issuer's financial position or profitability, or the financial position or profitability of the group of which Issuer is a part.

4.3 | Direct Pay Beheer B.V. (the Initiator)

Legal form

The Initiator is a limited liability company incorporated under Dutch law, incorporated on 17 July 2006 by notarised deed, having its registered office in Barendrecht. The Initiator's office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Initiator is registered at the Chamber of Commerce under company number 24396891.

Objects

The statutory objects of the Initiator (article 2 of its articles of association) are as follows:

- a. to incorporate, acquire and alienate companies and enterprises, to acquire and alienate of interests therein and to conduct or arrange for the administration and management of companies and enterprises and to finance or arrange the financing thereof;
- b. to acquire, manage and exploit intellectual and industrial property rights;
- c. to acquire, manage and alienate property subject to registration and movable property and other securities, to borrow and lend funds either or not against collateral security or personal security, to provide security on behalf of third parties and to make periodic payments; and
- d. to perform all that is connected or could be conducive to the above, all in the broadest sense of the word.

Management board

The Board is comprised of Mr C.F. Klaassen. The business address of Mr C.F. Klaassen is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. Directors are appointed, suspended and dismissed at the Issuer's annual general meeting of shareholders in accordance with the provisions of the Initiator's articles of association.

Supervisory board

At the time of writing this Information Memorandum, no supervisory board has been established.

4.4 | Direct Pay Services B.V. (the Servicer)

Legal form

Direct Pay Services B.V. is a limited liability company incorporated under Dutch law, incorporated on 17 July 2006 by notarised deed having its registered office in Barendrecht. The Servicer's office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. Direct Pay Services B.V. is registered at the Chamber of Commerce with company number 24396800. For more information on the Servicer, please visit the company's website www.directpay.nl.

Objects

The statutory objects of the Servicer (article 2 of its articles of association) are as follows:

- a. factoring and financing of debtors as well as credit management;
- b. the cooperation with, the participation in, the acquiring of and the management of other companies and enterprises;
- c. the financing of, including through the providing of collateral, other companies and enterprises with which the company is affiliates in a group; and
- d. to perform all that is connected or could be conducive to the above.

Management board

At present, the management board is comprised of Mr C.F. Klaassen. Directors are appointed, suspended and dismissed at the Servicer's annual general meeting of shareholders in accordance with the provisions of the Servicer's articles of association.

Supervisory board

At the timing of writing this Information Memorandum, no supervisory board has been established.

Shareholder

The Servicer is a wholly owned subsidiary of Direct Pay Beheer B.V., the Initiator.

Share capital and shares

The Servicer's authorised share capital amounts to EUR 1,000,000, divided into 1,000,000 regular shares with a nominal value of EUR 1 per share. The Servicer's issued and paid-up share capital amounts to EUR 200,000. All issued shares have been fully paid up.

Each share in the Servicer's capital entitles the holder to one vote at the shareholders' meeting. In addition, shareholders are eligible for payment of dividends. Moreover, shareholders will receive their full share in the event that Servicer is wound up and liquidated. The transfer of shares is subject to transfer restrictions preventing shareholders from selling shares to third parties without consulting other shareholders first, as outlined in the Issuer's articles of association. In addition, when new shares are issued, shareholders have the right of first refusal, commensurate with the total value of their shares, with due observance of any legal restrictions which may apply.

Amendment to articles of association

The general meeting of shareholders is entitled to amend the Servicer's articles of association.

4.5 | Stichting Obligatiehouders CECMIF1 (the Security Agent)

Legal form

The Security Agent is a foundation established under the Dutch law on 19 March 2019. The Security Agent's offices (and, for the purposes of the Notes, its official seat) are located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Security Agent is registered at the Chamber of Commerce with company number 74324950.

Objects

The statutory objects of the Security Agent (article 2 of its articles of association) are as follows:

- a. to acquire, create, manage and enforce security interests on behalf of the holders of one or more unlisted registered debt instruments (the Noteholders) issued by the Issuer;
- b. to act as payment office on behalf of the Noteholders and, in that context, take care of administering, receiving, storing and forwarding to the Noteholders all amounts received by the foundation by virtue of the listed and unlisted registered debt instruments issued by the Issuer;
- c. to represent the joint interests of the Noteholders and act as representative of the joint Noteholders; and
- d. to perform all that is connected with or could be conducive to the above.

The Security Agent's articles of association have been incorporated into the Information Memorandum by reference.

Management board

The Security Agent's management board is currently comprised of the Initiator (Direct Pay Beheer B.V.), of which entity Mr C.F. Klaassen is sole director. It is envisaged that soon after the date of this Information Memorandum, the board of the Security Agent will change and a Trust Office will be appointed as management board, so as to ensure independency of the Security Agent towards the Issuer.

The Security Agent has no shareholders.

Amendment of Security Agent's articles

The Security Agent's management board is entitled to amend the Security Agent's articles of association.

4.6 | Legal structure chart

Legal structure chart

Below is a schematic representation of the legal structure.

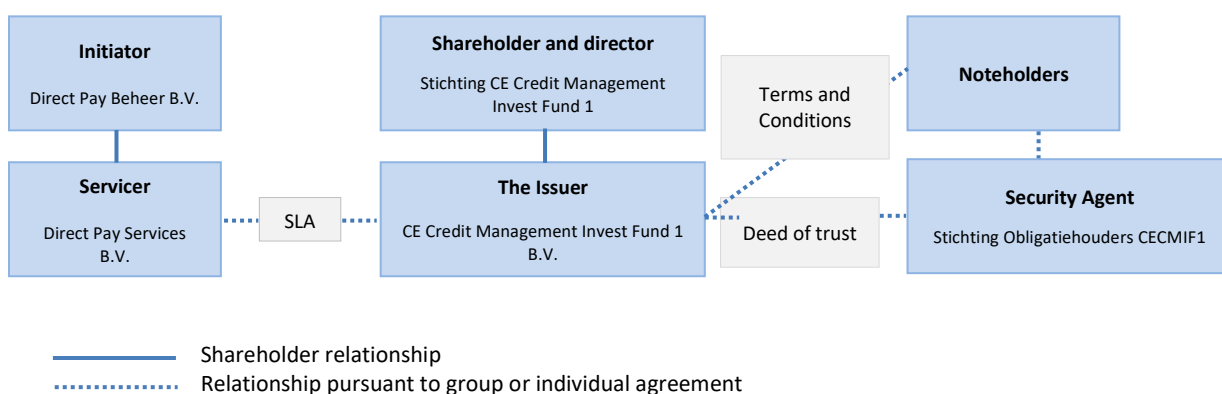


Figure 2: Legal structure chart

The Notes will be issued by CE Credit Management Invest Fund 1 B.V., of which all outstanding shares in its capital are held by Stichting CE Credit Management Invest Fund 1, which is also sole director of the Issuer. To recover the Debt Portfolios it has purchased, the Issuer will utilise the services provided by Direct Pay Services B.V., the Servicer, which operates on the basis of a Service Level Agreement (SLA). Direct Pay Services B.V. is a wholly owned subsidiary of Direct Pay Beheer B.V., the Initiator.

The Issuer is affiliated with the Servicer through the SLA (see in this respect also paragraph 5.3 of this Information Memorandum). The Noteholders' interests will be represented by the Security Agent, which is based on the Deed of Trust which has to be read in conjunction with the Terms and Conditions. The Security Agent's management board is currently comprised of the Initiator (Direct Pay Beheer B.V.), of which entity Mr C.F. Klaassen is sole director. It is envisaged that soon after the date of this Information Memorandum, the board of the Security Agent will change and a Trust Office will be appointed as management board. The Security Agent ensures that the Terms and Conditions are observed, taking into account the interests of the Noteholders.

5 | The Issuer's business activities

5.1 | The Issuer's core business activities

The Issuer will focus on buying or acquiring, managing, and recovering Debt Portfolios containing a great number of individual Dutch and Belgium consumer debts. The Issuer will carry out the following tasks:

- Decision-making regarding the purchase or acquisition (both legally and financially) of Debt Portfolios;
- Decision-making regarding the recovery of purchased Debt Portfolios;
- Monitoring and ensuring the Servicer's compliance with the SLA; and
- Ensuring that the interest and payment obligations arising from the Notes are met on time.

The Debt Portfolios the Issuer intends to purchase will contain debts owed to telecommunications companies, utility companies, healthcare providers (e.g. dentists, orthodontists, physiotherapists, etcetera), online shops, retailers, sports clubs, fitness clubs and the healthcare industry in general, among other things. Debt Portfolios purchased can be performing non-performing receivables. Purchased Debt Portfolios will never include consumer credit receivables.

For the recovery of the Debt Portfolios to be purchased, the Issuer will make use of the services of the Servicer, which will operate on the basis of the SLA concluded between the Issuer and the Servicer. Paragraph 5.2.2 discusses the Servicer (and its activities) in more detail.

Pursuant to the SLA, and on account of its services, the Servicer will be entitled to recover the balance remaining after the Issuer has paid its debt (including the interest accrued on said debt) to the Noteholders.

The Issuer was founded at the initiative of Direct Pay Beheer B.V. Paragraph 5.2 below discusses this company's activities in more detail.

5.2 | Description of the Direct Pay Beheer B.V. group

5.2.1 | Introduction and historical background

The Direct Pay Beheer B.V. group provides services in the field of debtor management, factoring and credit information, focusing mainly on the business-to-consumer (B2C) segment. In the Dutch market, the company mainly focuses on the telecommunications, online retail and sports clubs sector. Thanks to the in-house developed IT systems, the company is able to optimise the efficiency of its credit management processes. In addition, a self-enriching database with credit information plays a key part in the company's services.

The company's history goes back to the last decades of the twentieth century, when Mr C.F. Klaassen, born 1959, established a traditional debt-collection agency. In the late 1990s, the company came up with a completely different approach to the debt-collection market with a higher degree of interaction allowed by the emerging Internet. The company significantly improved its IT systems under the supervision of Mr R.H.H. Klaassen – now Chief Business Intelligence Officer – as well as Mr C.F. Klaassen's brother.

Following a few years of development, the company opened the first interactive debt-collection agency in the Netherlands, called Webcasso, in 2004. Thanks to an intensive advertising campaign in Business News Radio and Financieel Dagblad, the new agency soon acquired a great number of clients.

Many clients expressed a desire for services in the field of managing, financing and purchasing debts, particularly consumer receivables, which resulted in the foundation of the Servicer (being a factoring company). Since then, Direct Pay Beheer B.V. has developed into a full-service credit-management company whose activities span the entire credit-management chain, from invoicing to collecting debts once a claim has been awarded (execution of a writ). The company currently employs over 100 people.

Direct Pay Services B.V. is the company's main subsidiary. As the company's Servicer, it is also responsible for the operational handling of Debt Portfolios purchased by the Issuer. All agreements concerning Debt Portfolio handling have been captured in an SLA.

5.2.2 | Direct Pay Services B.V. (the Servicer)

The Servicer's management currently consists of Mr C.F. Klaassen and Mr M. Muller, with Mr C.F. Klaassen serving as the managing director and statutory director. They are also responsible for the Servicer's day-to-day operations.

The Servicer has been active in debtor management for many years now. It has a strong focus on consumer debtors, who make up approximately 90 percent of the Servicer's turnover. The other 10 percent is credit management-related turnover. Through its extensive experience in the field, strategic partnerships with market parties and innovative IT solutions, the Servicer has become a leader in credit-information management, debtor management, debt collection and consumer debts, which means that the Servicer is in a good position to assess, appraise, manage and recover Debt Portfolios.

The Servicer largely owes its market position to the in-house developed IT systems, which allow it to offer nearly completely automated credit-management services. These, in turn, allow the Servicer to manage its accounts (read: purchase Debt Portfolios in the name of the Issuer and execute them) in an efficient manner. The Servicer's services are supported by its database, which contains information on approximately 8 million households, as well as over 5 million relevant payment experiences with purchase orders. This database continues to grow every day with the purchase of new Debt Portfolios. It provides the Servicer with vital credit information and helps it perform credit scores to draw up credit reports and prevent fraud. Thanks to its database, the Servicer is able to make accurate assessments of the recovery risk associated with any Debt Portfolios it wishes to purchase, and thus to determine an appropriate discount rate for these Debt Portfolios – discounts which may amount to anywhere from 20 to 60 percent of the nominal value of said Debt Portfolios.

Using econometric models, the Servicer analyses various characteristics, such as debtors' personal information, features of the debt, the types of goods or services ordered, and any anomalous conduct of debtors ordering goods on line, e.g. typos or mistakes made while entering data. On the basis of historical data, various risk scores can be assigned to certain characteristics. Taken altogether, these individual characteristics and the calculated risk scores can be used to calculate the average risk score of a Debt Portfolio. The projected recovery percentage and projected investments are then used to determine the maximum price Issuer is willing to pay for a Debt Portfolio. If there are many risks associated with the recovery of a Debt Portfolio, which will be reflected in the price the Servicer will negotiate. In Belgium the Servicer is using the econometric model in conjunction with her partners. These partners are well known bailiff offices who manage the day-to-day operations.

5.2.3 | Organisational structure of the group

The group headed by Direct Pay Beheer B.V. (the Initiator) consists of several operating companies. The organisational structure is as follows:

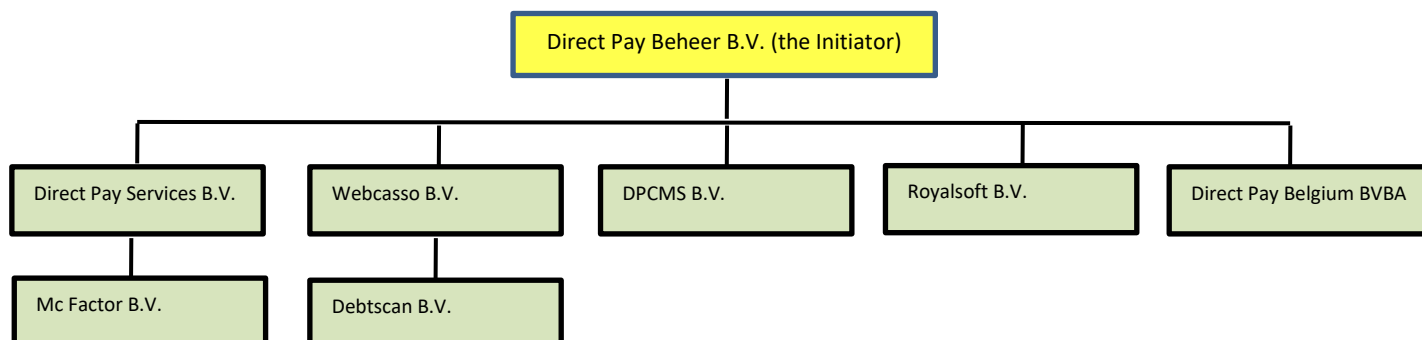


Figure 3: Direct Pay Beheer Organisational structure

Direct Pay Services B.V. (the Servicer)

This is the main operating company and provider of complete credit management services. For a more detailed description, please read paragraph 5.2.2 or the company's website: www.directpay.nl.

Webcasso B.V.

Webcasso B.V. carries out the legal proceedings required to collect debts purchased by the Servicer (on its own behalf or on behalf of the Issuer) that are beyond amicable settlement based on a debt management plan. In some cases, Webcasso B.V. will buy advanced claims (debts which will have to be settled in court) directly from third parties. For more information, please visit the agency's website: www.webcasso.nl.

Debtscan B.V.

Debtscan B.V. is an organisation that finds vehicles by bailiff's order. Debtscan B.V. owns and uses vehicles equipped with state-of-the-art scanning equipment to find wanted vehicles. If a wanted vehicle is located, bailiffs can be notified of its location within seconds, thus allowing them to come and seize the vehicle. Using Debtscan B.V.'s services often results in the restoration of communication or payments in bad-debt cases, thus preventing vehicle confiscation. For more information, please visit the company's website: www.debtscan.nl.

Direct Pay Credit Management Services B.V. (DPCMS B.V.)

This company acts as the organisation's staff company.

Royalsoft B.V.

This company is the owner of the user licence of the back-office system.

Direct Pay Belgium BVBA

This is the operating company and provider of complete credit management services in Belgium. For more information please see the company's website:

<https://directpay.nl/zakelijk/directpay-internationaal/directpay-belgie>.

Please note that the aforementioned websites are NOT included in this Information Memorandum by reference. The aforementioned websites will only give some additional background on the individual companies mentioned.

5.2.4 | Management of the Initiator

The management of the Initiator currently consists of two people:

- **C.F. (Kees) Klaassen: Chief Executive Officer.** Having read up on tax law at university without obtaining a degree, Mr C.F. Klaassen began working as a fiscal consultant in the early 1980s. He remained active in this field for approximately ten years. In later years, he specialised in investment strategies, financial planning and company ratings. In 1993, he founded a mediation and debt-collection agency that developed into an interactive debt-collection agency from 2002 onward. Once the agency began to expand its credit-management services, it started growing, which resulted in the establishment of the Direct Pay Beheer B.V. Mr C.F. Klaassen is the company's director and majority shareholder, and is responsible for managing its day-to-day operations and strengthening its market position.
- **Drs. M. (Mike) Muller RE RA: Chief Financial Officer.** After 13 years at KPMG and PwC as a public accountant, Mr M. Muller worked as the CFO of one of the largest factoring companies in the Netherlands for several years. He then held various other positions before joining the Direct Pay Beheer B.V. Group in 2015. He is jointly responsible for the financial policy of the entire group, data analysis, risk management, HRM, and corporate legal.

The Direct Pay Beheer B.V. group currently employs over 100 people and has no supervisory board.

5.2.5 | Shareholder Structure of the Initiator

The Initiator, in its capacity as head of the company, has three groups of shareholders, with the majority of the shares and voting rights being held by Mr C.F. Klaassen. The two other groups of shareholders joined the company in 2013 and are private equity investors.

5.3 | Service Level Agreement (SLA)

On the date of this Information Memorandum, the Issuer and the Servicer have concluded a SLA. Pursuant to the SLA, the Servicer is required to acquire certain Debt Portfolios in the name of the Issuer, in accordance with predetermined selection criteria, as listed in paragraph 5.4.3 of this Information Memorandum.

The SLA also determines that when the Issuer purchases Debt Portfolios when represented by the Servicer, these transactions must not result in (i) the transaction being carried out under conditions that are unfavourable for the Issuer compared to the conditions of the transactions in which the Servicer (or, as the case may be, the party affiliated with the Servicer) acquired or would have acquired the relevant Debt Portfolio; and/or (ii) extra costs at the expense of the Issuer. Prior permission from the Issuer is required for transactions in which the Servicer has a direct or indirect conflict of interest and the above-mentioned conditions (i) and (ii) are not met. Based on the SLA, the Servicer is required to do everything possible to recognise, monitor and control conflicts of interest.

In addition, the SLA contains a mandate allowing the Servicer to manage and recover Debt Portfolios in her own name (including proxy for acquisition) but for the Issuer's risk and account. The Servicer is entitled to outsource certain credit management activities to third parties in conjunction with the SLA.

The SLA is an ongoing contract. The Servicer will be entitled to unilaterally terminate the SLA with due observance of a notice period of six months. The SLA can be terminated without any notice if a) one of the other parties has been granted (temporary) suspension of payments, b) one of the other parties has been declared bankrupt or its bankruptcy has been filed, or c) one of the other parties is terminated, ceases to exist, or is dissolved and/or one of the other parties imputably fails to fulfil any obligation arising from any agreement which is not settled within 10 (ten) days of written notice if this party was not already legally in default. Without prejudice to the Issuer's and Servicer's right to unilaterally terminate the SLA, the Servicer will not be allowed to resign from its duties before a new party has been found willing to acquire its responsibilities. Pursuant to the SLA, and on account of its services, the Servicer will be entitled to recover the remainder of amounts resulting from the collection of Debt Portfolios after the Issuer has paid off its debt (including the Principal Amount and Interest accrued) to the Noteholders.

The SLA might be amended from time to time. To the extent such amendment affects the Notes or the Noteholders, information about this amendment will be published on the Website.

5.3.1 | Servicer's performance obligation under Purchase Agreements

The Purchase Agreement (between the Servicer and the Issuer governing purchase of a Debt Portfolio) will include stipulations on the purchase price and the projected and agreed interest margin on the net outstanding amount of a Debt Portfolio calculated on a monthly bases. In addition, the purchase agreement will include investment and cash flow projections, on the basis of which an average investment amount will be budgeted. The purchase agreement also includes the maximum term during which the Servicer is expected to recover the purchased Debt Portfolios for and on behalf of the Issuer.

Furthermore, the purchase agreement stipulates that the Servicer has a performance obligation towards the Issuer to achieve a return requirement from the collecting and recovering of the purchased Debt Portfolio. This return requirement amounts to a minimum of 12% percent per year on the average investment amount, being 1% per month. In the event that a Debt Portfolio does not meet this return requirement, it is agreed under the purchase agreement that the Issuer has an option right, on the basis of which the Servicer has the obligation, at Issuer's request, to buy the respective Debt Portfolio at the purchase price originally paid by the Issuer plus the additional costs and the accrued interest, with a minimum of 10% per year during the term of the respective Debt Portfolio, minus the amounts already received.

The Issuer has the possibility at the Redemption Date to refinance or to sell the remaining Debt Portfolios to the Servicer or to a third party in order to redeem the outstanding Principal Amount. This depends also on the view of the Issuer on the value of the remaining Debt Portfolios on the Redemption Date and the received offers to buy the remaining Debt Portfolios. In general the offered percentage is between 55% and 65% of the ERC. The calculated ERC at the end of Redemption Date is around EUR 110 million. The Servicer is obligated to buy the remaining Debt Portfolio against the book value on the Redemption Date.

5.3.2 | A brief description of the Servicer's duties

Pursuant to the SLA, and at Issuer's request, the Servicer will prepare a profile of Debt Portfolios which generally will meet the selection criteria outlined in paragraph 5.4.3. These Debt Portfolios will comprise a variety of outstanding debts incurred in various industries. The Servicer's activities, from the purchase of a Debt Portfolio to its recovery, can be described as follows:

1. The Servicer will purchase Debt Portfolios from third parties on its own behalf by signing a deed of disclosed assignment;
2. Alternatively, the Servicer may be authorised by Issuer to buy, on the Issuer's behalf, certain Debt Portfolios which meet the Issuer's investment criteria;
3. The Servicer will select, on the Issuer's behalf, certain Debt Portfolios which have the potential of being an ideal mix of high recovery rate and low risk;
4. The Issuer will assess the characteristics of the accounts included in the Debt Portfolio for compliance with the predetermined investment criteria laid down in the SLA;
5. Transfer of the Debt Portfolio will then take place through a deed of undisclosed assignment signed by the Issuer and the Servicer;
6. The SLA contains a mandate allowing the Servicer to manage and recover Debt Portfolios in its own name but for the Issuer's account and Issuer's risk;
7. The Servicer will commence collecting debts by virtue of the SLA;
8. Pre-judicial debt collection (amicable settling) will involve the following steps:
 - i. The debtor will be sent a friendly reminder;
 - ii. The debtor will be sent a payment reminder;
 - iii. The debtor will be sent a letter notifying him of his default 15 days after the reminder;
 - iv. The debtor will be notified of the legal steps to be taken through a letter sent approximately 15 days after the notice of default;
 - v. Outbound call's and house visits will be made in order to increase the quality of information and payments.
9. If the debtor fails to settle his debt in a pre-judicial procedure (amicable settling in a debt-counselling plan), the following legal proceedings will be initiated:
 - i. Initiating the legal process – the claim may be made available for sale on the market;
 - ii. Summons – the bailiff's invoice will be addressed to and paid by the Servicer;
 - iii. Court fees – the court's invoice will be addressed to and paid by the Servicer;
 - iv. Judgement – a judge will pass judgement, by default if necessary;
 - v. Enforcement – the judgement will be enforced (execution of a writ);
 - vi. Third-party enforcement – in the event that a third party is charged with enforcing the judgement.
10. The net cash flows realised from the collection of debts will be transferred from the Servicer to the Issuer.
11. By virtue of the SLA, and on account of its services, the Servicer will be entitled to recover the balance remaining after Issuer has paid off its debt (including the interest accrued on said debt) to the Noteholders.

Many organisations are not equipped for the efficient handling of court cases. However, the Servicer was especially designed for the successful and cost-efficient handling of legal proceedings.

Legal steps will be taken if a debtor cannot be convinced to settle his debts amicably or through a debt-counselling plan. Once a judge has awarded a claim, as laid down in a judgement, the claim plus interest and

legal fees will remain legally enforceable on the debtor for a period of twenty (20) years. In order to obtain a judgement, a company must pay court fees to the court. During the debt-collection process, the Servicer will try to recoup such court fees from the debtor.

On the basis of projected cash flows, an average investment amount is calculated per individual Debt Portfolio within the maximum term set for the collection of all debts. The Issuer's required monthly return on the average investment amount is on average of 1% (on a yearly basis at least 12%), to be charged to and paid by the Servicer as interest on outstanding Debt Portfolios. The assumption to set the interest rate was established based on the IRR the Servicer has generated from this type of Debt Portfolio in the past.

The Servicer will transfer to the Issuer 100% of the cash flows generated in the regular payment term and reminder phase and 90% of all net cash flows generated from all other debt-collection processes during the predetermined debt-collection period, until the Issuer has received the full purchase price of a Debt Portfolio and the agreed return requirement under the performance obligation. In the event that a Debt Portfolio has not been fully repaid within the maximum term, the obligation exists for the Servicer to buy back the Debt cash flows Portfolio at Issuer's request at the purchase price originally paid by Issuer plus accrued costs paid by Issuer plus accrued interest, with a minimum of 10% per year, during the term of the Debt Portfolio, minus the amounts already received by Issuer.

The total leakage to the Servicer will be 15% of the collections in the reminder phase. If the cash flows received from the recovery of a particular Debt Portfolio during the debt-collection period are sufficient to cover the purchase price the accrued costs and interest, the Servicer will also receive the remaining cash flows of the Debt Portfolio, free of charge. However, the Issuer is entitled to suspend the payment of the access cash flows on the Debt Portfolio during the period that the Servicer does not fulfil his obligations towards the Issuer as stipulated in the SLA. When the Noteholders are paid back in full, including interest, the remaining claims of the Debt Portfolio will be transferred to the Servicer free of charge.

The Issuer will use the cash flows it receives, less interest payments and operating costs, exclusively to purchase (or have others purchase on its behalf) new Debt Portfolios, in accordance with the process outlined above. Alternatively, Issuer will be entitled to hold cash and cash equivalents in reserve, to fund the purchase of new Debt Portfolios.

5.4 | Debt Portfolios (underlying assets)

5.4.1 | Process used to determine the Debt Portfolio price

In addition to the selection criteria outlined in paragraph 5.4.3, the Servicer will observe the following factors when purchasing Debt Portfolios:

1. Estimated cash flows within the regular payment term;
2. Estimated cash flows from the reminder phase;
3. Estimated net cash flows from payment arrangements;
4. Estimated net cash flows from amicable collection;
5. Estimated net cash flows from the pre-legal process;
6. Estimated net cash flows from legal proceedings;
7. Estimated number of receivables successfully collected in the pre-legal process;
8. Estimated number of receivables successfully collected in legal proceedings;

9. Estimated number of accounts to be retroceded (retrocession is an obligation on the part of the seller of the Debt Portfolio to buy back debts which cannot be collected);
10. Amount required to pay legal fees, court fees and bailiff costs;
11. Overall Cash flow forecasting and IRR estimation;
12. Median and maximum amount of capital tied-up on the basis of projected cash flows.

Re 1 and 2:

Generally speaking, cash flows from the regular payment term and reminder phase are realized in the first 60 days after the purchase of a Debt Portfolio. Most of the Debt Portfolios are being bought, after a credit check on the individual debtors is done, on a continuous base. In this phase no extra costs are being charged to the debtors, hence no costs from the Servicer are charged to the Issuer.

Re 3:

Net cash flows from payment arrangements are normally realized in the first 3 years after the purchase of a Debt Portfolio. Most of the cash flow will be realized in the first year after the purchase of a Debt Portfolio. The payment arrangements are closely monitored by the Servicer.

Re 4:

Net cash flows from the amicable collection phase are mostly realized through the debt collection company after having no or insufficient result in the reminder and payment arrangements phase. This phase starts normally about 6 to 8 weeks after the purchase of a Debt Portfolio and can last for years when there is no positive indication to start the pre legal process.

Re 5:

Generally speaking, net cash flows from the pre-legal process are realized in the first year after the purchase of a Debt Portfolio. Normally you can say that the higher the estimated returns of a Debt Portfolio, the more expensive the Debt Portfolio is. As far as small debts are concerned, debtors generally start paying off their debts once debt-collection agencies start getting involved. Larger debts are usually collected in instalments over the course of a year.

Re 6:

When it comes to legal proceedings, Issuer will have to make additional outlays in terms of court fees and a fixed amount per legal case, while the Servicer will have to invest in bailiffs fees and man-hours. Whether or not a debtor is taken to court depends on the debtor's individual characteristics. The Servicer is highly capable of estimating the risk involved in each debtor's case. Generally speaking, large debts require a larger investment in terms of legal fees, as well as a longer recovery period. In its models, the Servicer takes into account the margin and higher amount of capital tied-up involved in the recovery of large debts. This information partially determines the price to be paid for each account receivable.

Re 7:

It is important to know the estimated number of cases likely to be settled amicably in order to determine how much money must be allocated to court fees.

Re 8:

It is important to know the estimated number of claims awarded and judgements passed in order to determine how much money must be allocated to man-hours and bailiffs fees.

Re 9:

Retrocession (an obligation on the part of sellers of Debt Portfolios to buy back debts which cannot be collected) disrupts the debt-collection process and requires an investment in man-hours. On the other hand, it constitutes a safety mechanism for Issuer. The estimated number of accounts to be retroceded largely determines the realizable value of a Debt Portfolio, since retroceded accounts do not contribute to the eventual profit margin (although they do prevent the Issuer from making a loss on the purchase price).

Re 10:

The estimated amount of court fees and fixed cost to be paid will determine the cash flow, as court fees increase the amount of tied-up capital and reduce the amount of money that can be invested in Debt Portfolios or paid in Interest and Redemption.

Re 11:

Cash flow forecasting is the prediction of cash flows, with due regard for the aforementioned factors. Each month, the Servicer will predict the cash flow to be realized from each Debt Portfolio. Factors affecting cash flow include the moment of purchase, the Servicer's available production capacity and the available production capacity of any third party the Servicer may have hired (bailiffs). This credit-management process has an impact on cash flow development. Cash flow forecasting results are used to calculate the median and maximum investment amounts as well as an estimated internal rate of return (IRR).

Re 12:

Budgets must be drawn up for the median and maximum investment amounts so as to be able to use the cash flows managed by Issuer.

The purchase price of Debt Portfolios is determined with due observance of the factors outlined above.

5.4.2 | Recovering Debt Portfolios

The Servicer uses the millions of data on payment histories it has collected since 2004 to estimate the return on Debt Portfolios. Each purchased Debt Portfolio is assessed and analysed, after which the likely rate of return and risks associated with the accounts are estimated. In order to make these estimations, payment histories are fed into econometric models. The price-setting process allows for the possibility that the Servicer may have incorrectly estimated the likely rate of return and/or risks.

Estimations are regularly compared to the actual returns to help the Servicer test and improve its models. If any Debt Portfolios perform less well than projected, an attempt is made first to adjust the debt-collection process to the actual conditions, which may result in additional resources being allocated to certain Debt Portfolios. If this process is not sufficiently successful, a downward adjustment will be made for the projected returns, or alternatively, the time span allocated for the recovery of the debts may be extended.

5.4.3 | Selection criteria

The Debt Portfolios the Issuer intends to purchase from the Servicer (or, if authorised to do so, directly from third parties) must meet several selection criteria. In order to spread the risks, various kinds of receivables are purchased.

The Issuer will only purchase Debt Portfolios which meet the selection criteria outlined in Table 1 below. These selection criteria are listed limitatively. No other selection criteria will be used by the Issuer. Based on the extensive experience of the Servicer in the field of credit management, it believes that these selection criteria are likely to meet the best return requirements. The discount rate of a Debt Portfolio is determined by these factors and may vary as a result. In practice, the discount generally amounts to 20 to 60 percent of the nominal value of a Debt Portfolio.

Debt Portfolio analysis	Assessment	Criteria	
	Claim size	Bandwidth (max): <ul style="list-style-type: none"> - Median size < EUR 1,000 - 75% between EUR 25 and EUR 1,000 - 50% between EUR 1,001 and EUR 5,000 - 25% < EUR 24 and > EUR 5,001 	
	Claim age	Bandwidth: <ul style="list-style-type: none"> - Median age < 390 days - Max. 80% between 60 and 540 days 	
	Internal Rate of Return (IRR)	The minimum return of a purchased Debt Portfolio (including additional investments such as court fees et cetera) is between 11% and 15% per annum.	
Spreading of risks	Assessment	Criteria	
	Industrial diversification per Debt Portfolio as well as for Issuer	<i>Industry:</i>	<i>Bandwidth:</i>
		Electricity	0 to 50%
		Telecommunications	0 to 50%
		Retail	0 to 50%
		Healthcare	0 to 50%
		Services	0 to 50%
		Other	0 to 50%
	Diversification in terms of suppliers of debts*	Bandwidth based on total investment (max): <ul style="list-style-type: none"> - Up to EUR 10,000,000 per annum 	
	Diversification in terms of the age of the debts owed to Issuer	Bandwidth: <ul style="list-style-type: none"> - Median age < 390 days - Max. 80% between 60 and 540 days 	
	Diversification in terms of the size of the debts owed to Issuer	Bandwidth (max): <ul style="list-style-type: none"> - Median size < EUR 1,000 - 75% between EUR 25 and EUR 1,000 - 50% between EUR 1,001 and EUR 5,000 - 25% < EUR 24 and > EUR 5,001 	
General characteristics	Assessment	Criteria	
	Credit qualification parameters	Debt Portfolios must NOT be comprised of claims that could be said to constitute credit	
	Debtor's location	Claims must involve debtors living in the Netherlands and/or Belgium	
	Claim origin	At least 80% of claims are purchased from companies located in the Netherlands and/or Belgium, with up to 20% of claims purchased from companies located outside the Netherlands and/or Belgium	
		At least 70% of claims are purchased from suppliers (businesses) with whom the Servicer has been working	

		for a long time
		At least 95% of claims are purchased from suppliers (businesses) that are economically active at the time of the purchase
*Refers to organisations that supply products and/or services to consumers.		

Table 1: Selection criteria applied to determine an appropriate price for each Debt Portfolio and to decide whether or not to purchase or offer a Debt Portfolio

Explanatory notes regarding the selection criteria

The criteria to select a Debt Portfolio such as claim size, claim age and IRR are very important criteria to optimize the totale return on the Debt Portfolios. This is due to the fact that a small open amount with a certain age are easier te collect than outstaning amounts above EUR 5,000 that is open for more than 540 days. The chosen criteria should result in a higher possible rate collection of receivables.

Another criteria is that certain industries have a higher collection risk, for example the electricy sector has a lower collection risk than telecommunications sector, due to the fact that the addresses of the debtors are known. These factors have been taken into account in determining the selection criteria. In conjunction with the more general characteristics of Debt Portfolios as set out above, the Issuer has built in safety margins which has to make sure that the Debt Portfolios will meet the necessary returns.

5.4.4 | Detailed description of the Debt Portfolio of CECM II

The Issuer will primarily use the Proceeds to buy the entire Debt Portfolio from CECM II. Per 1 April 2019, the Debt Portfolio of CECM II has the following characteristics.

In Table 2 is the relative position of the balance sheet value per sector included.

Sector	Balance sheet value (in EUR 1,000)	Percentage of the Debt Portfolio
Energy	3,292,77	10.33
Other	955,78	3.00
Retail	1,149,31	3.60
Servicer	18,256,19	57.25
Telecom	8,232,68	25.82
TOTAL	31,886,74	100.00

Table 2

In Table 3 we have disclosed the total open amount per invoice date per year. The total outstanding receivables are concentrated in the years 2014 until 2017.

Invoice date	Frequency	Open Amount (in EUR 1,000)	Percentage
2003	1	0,04	0.00
2006	1	0,18	0.00
2011	3	2,16	0.00
2012	5	6,13	0.01
2013	10	7,83	0.01
2014	2,423	978,20	3.49
2015	19,097	7,639,41	27.50

2016	33,990	12,502,51	48.95
2017	13,892	7,648,39	20.01
2018	15	20,65	0.02
2019	1	0,31	0.00
TOTAL	69,438	28,805,80	100.00

Table 3

In Table 4 is the relative position of the outstanding amount per sector included. This can differ from the balance sheet value due to the fact that the book value is not the same as the outstanding amount.

Sector	Frequency	Open amount (in EUR 1,000)	Percentage
Energy	18,330	11,365,38	26.40
Internet	21,261	3,749,00	30.62
Telecom	29,847	13,691,42	42.98
TOTAL	69,438	28,805,80	100.00

Table 4

In Table 5 the total outstanding amount under the Debt Portfolio of CECM II is segregated in regions in the Netherlands. The outstanding amounts are normally distributed over the Netherlands.

Region	Frequency	Open amount (in EUR 1,000)	Percentage
Abroad	1,672	601,71	2.41
Drenthe	1,534	632,45	2.21
Flevoland	2,012	830,42	2.90
Friesland	2,001	867,33	2.88
Gelderland	6,233	2,604,60	8.98
Groningen	2,534	1,112,41	3.65
Limburg	4,987	2,124,76	7.18
Noord-Brabant	9,284	3,800,78	13.37
Noord-Holland	10,982	4,358,12	15.82
Overijssel	4,181	1,734,34	6.02
Utrecht	3,532	1,387,94	5.09
Zeeland	1,038	346,46	1.49
Zuid-Holland	19,448	8,404,47	28.01
TOTAL	69,438	28,805,80	100.00

Table 5

In Table 6 the total outstanding amount under the Debt Portfolio of CECM II is segregated in the variation of open amounts. Small tickets are easier to collect than receivables with higher outstanding amounts. Approximately 90% of all open amounts are below EUR 1,000.

Variation	Frequency	Open amount (in EUR 1,000)	Percentage
1. below 50	8,506	920,78	12.25
2. 50-100	9,228	849,28	13.29
3. 100-250	15,244	2,399,27	21.95

4. 250-500	14,107	4,304,82	20.32
5. 500-1000	16,132	10,776,85	23.23
6. 1000-2500	5,450	6,742,05	7.85
7. 2500-5000	624	1,854,25	0.90
8. 5000+	147	958,50	0.21
TOTAL	69,438	28,805,80	100.00

Table 6

The loan to value ratio

The loan to value ratio between the total outstanding debt under the Loan and the value of the Debt Portfolios will amount to approximately 0.80 (80%).

Information on the originators of Debt Portfolio of CECM II

Due to contractual agreements and privacy issues, the Issuer is not able to give detailed information on the originators of these securitized assets. In more general it can be noted that there are different originators that sell Debt Portfolios to the Servicer. These originators differ from sectors and size, but in general all have a steady and long relationship with the Servicer. The Servicer is buying Debt Portfolios from telecom providers in the Netherlands. These providers provide internet related services, mobile and fixed services.

The Servicer is also buying Debt Portfolios from energy suppliers in the Netherlands. These suppliers provide energy and related services to consumers. Another supplier of Debt Portfolios are internet shops that sell goods or services to customers and health care service providers, such as dentists, orthodontists, physical therapists et cetera.

5.4.5 | Legal nature of the underlying assets

The Debt Portfolios will constitute the underlying assets that will be used to cover the obligations arising from the Loan under the Right of Pledge. Once the seller of a Debt Portfolio has been paid, the Debt Portfolio in question will be the legal property of the Issuer.

5.4.6 | Important statements and guarantees

The Debt Portfolios will constitute the underlying assets that will be used to cover the obligations arising from the Notes. Once the seller of a Debt Portfolio has been paid, the Debt Portfolio in question will be the legal property of the Issuer. The Issuer will grant a pledge on the Debt Portfolios for the benefit of the Noteholders.

The purchase agreement of Debt Portfolios between the Issuer and the Servicer or the Issuer and a third party will include statements and guarantees by the seller to limit the exposure of the Issuer to debtor's risk. In the event such a statement or guarantee is incorrect, the respective claim may be rejected and resold to the seller. The following claims are predominantly considered rejected claims:

- Non-existing claims, or all claims without any legal basis;
- Those whose data, as provided by the seller of the account at the time of the assignment (transfer of claim), turn out not to match a person's data as registered with the population register at any point, or

are found to be otherwise incorrect or incomplete in the broadest sense of the word, such upon the discretion of the Servicer;

- Those involving goods or services delivered at an address which does not match the address provided by the seller;
- Those that have rightly been disputed by the debtor;
- Those whose debtor – on the day on which the claim was reassigned – had applied for or been granted a suspension of payment, had filed for bankruptcy or been declared bankrupt, had been subjected to a legal debt repayment plan (including debt counselling plans) or applied for such a plan of his own accord;
- Those whose debtor had moved to another country at the time of the assignment (transfer of claim);
- Those whose debtor has a right to appeal for set-off (*verrekening*);
- Those whose debtor had been placed under guardianship or management at the time of the assignment (transfer of claim);
- Those whose debtor was in prison at the time of the assignment (transfer of claim); and
- Those whose debtor had passed away at the time of the assignment (transfer of claim).

After rejection of a claim, the debt will return to the seller by way of retrocession (*retrocessie*). Under the purchase agreement, retrocession includes the obligation of the seller of a Debt Portfolio to buy back any debts that have been excluded. When accounts are successfully retroceded, the purchase value of the outstanding debts as well as any costs incurred up to that point are recovered. Retrocession is a risk mitigating factor for the Issuer, which is oftenly used in the credit management sector. It contributes to a higher percentage of claims that can be successfully recovered by the Issuer. For the sake of completeness, it is noted that retrocession should not be regarded as a security right for Noteholders.

6 | Market and competitive position

6.1 | Credit-management market

6.1.1 | How to define the credit management market

Credit management means managing credit risk in a responsible manner and ensuring that payments are made quickly and within an acceptable time span.¹ Professional credit management has a positive impact on the liquidity and profits of a business and on its relationship with its customers. Every year, billions of euros in debt are written off as unrecoverable. There is, therefore, a great need for credit management. Due to increased attention for effective and efficient debtor management by sellers, in-house debtor management has improved considerably. As part of the ongoing professionalisation, companies are increasingly outsourcing debtor-management tasks to debt-collection agencies and credit-management organisations. The industry can be broken down into five sub-industries, as shown in the following chart. To get more insights of the credit management market we will elaborate below on the sub-industries.

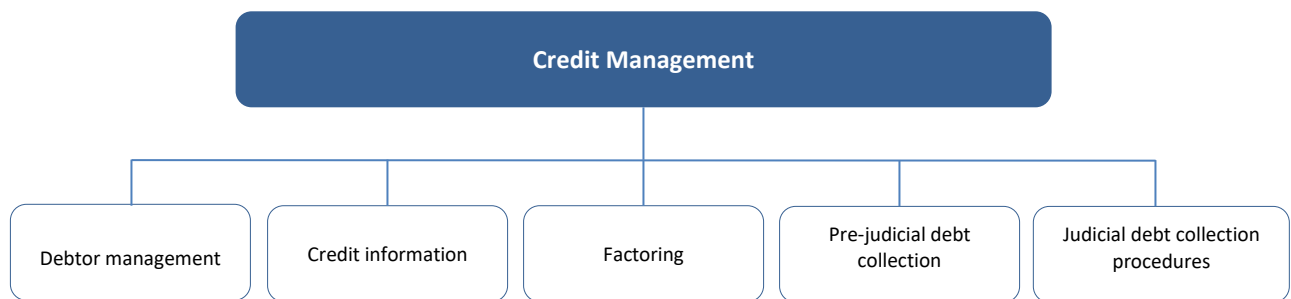


Figure 4: The credit-management industry and its sub-industries

Debtor management

Debtor management can be described as controlling and containing the payment risks associated with outstanding debts. These debts may relate to purchases that must be paid by a consumer before a predetermined date, or alternatively, to purchases made on the basis of a mandate with a predetermined payment term. Purchases that are not immediately paid by customers result in a considerable amount of work and uncertainty for the seller. Therefore, the debtor management market largely consists of organisations that offer their customers, members or buyers the opportunity to purchase goods and services on credit, e.g. utility companies such as electricity suppliers, as well as telecommunications providers, online shops, fitness franchises, associations and foundations.

Factoring

Factoring means that a factor purchases a client's Debt Portfolio (or a part of it) at a price below the Portfolio's nominal value. The factor will pay the client a high percentage of the debts owed to it at once, and will pay the remainder after it has collected the outstanding debts.² As a result, outstanding debts are quickly converted into liquid resources for the client, thus increasing the client's operating capital. Furthermore, factors offer companies the opportunity to outsource their generally time-consuming debt

¹ Definition proposed by the Dutch Association of Credit-Management Companies (Vereniging van Credit Management Bedrijven, or VCMB).

² "Bedrijfsfinanciering: zó kan het ook! Nieuwe financieringsvormen voor het MKB, een update". (Panteia, July 2013).

administration and transfer the risk of default to the factor at the same time. There are three major forms of factoring: traditional factoring, American-style factoring and forward-flow factoring.

Unlike the other two versions, traditional factoring uses debts as collateral for loans, rather than outright selling them. By giving their debts to a factor as collateral for a loan, companies gain a constantly fluctuating line of credit which generally amounts up to 90% of the outstanding balance. With increased revenue, the maximum amount of credit increases along with the total amount of outstanding debts. The factor will often charge a certain amount per invoice or a percentage of the return. In addition, the party offering its debts as collateral will pay the statutory interest on the average withdrawn amount. This is the most common form of factoring in the Netherlands, whereas in neighbouring countries the sale of Debt Portfolios tends to be the most common form of factoring.

The difference between parties buying forward-flow debts and American-style factors is that American-style factors generally buy debts at the moment they are incurred. The debt management process is outsourced in its entirety, meaning that the seller barely needs to concern himself with debt management activities, if at all. In a forward-flow situation, the seller generally manages its debts itself for a period of time (sometimes including pre-judicial and judicial debt-collection procedures) before selling them to a factor.

Traditional factoring may be considered a version of asset-based lending (ABL), where a company offers collateral to secure funding. Although the two other forms of factoring do not, strictly speaking, fall in this category, the factoring and ABL markets are generally considered jointly in analyses.

Credit information and debt collection

Credit information and debt collection agencies can be described as agencies that: (a) providing information and advice on the creditworthiness of various parties (after having performed credit checks), as well as the solidity and the extent to which companies, organisations and individuals should be able to recover debts; (b) collecting, on behalf of third parties, funds or other securities which often cannot be redeemed in regular payment procedures; and (c) factoring (debtor finance) and debt collection on behalf of medical practitioners. The Servicer is in essence a credit information and debt collection agency where its platform can also handle factoring and has debt management tools for efficient collections.

6.1.2 | Entry barriers

It takes a lot for a company to enter the factoring industry, as factors require significant capital as well as high-quality IT systems capable of efficiently handling high volumes of data. Such IT systems generally also provide real-time reporting on clients and tend to be integrated into the business cycle. Similarly, it can be very hard to obtain relevant and affordable credit information. Therefore, companies require great expertise in all these fields in order to be able to engage in effective and cost-efficient factoring.

In addition to the aforementioned IT systems, full-service credit management organisations also require a well-organised and efficient management system which allows for fully automated and effective integration of the organisation's activities and enables the organisation to reduce its costs and offer all activities that are part of the credit management chain, thus adding value for the client. The Servicer has all these items in place.

6.1.3 | Trends and developments

Developments in the market

'One-stop shopping' is a trend which has become increasingly prominent over the last few years. One-stop shops offer their clients all services in the field of credit management. This process is also called full service credit management, and it is a trend that promotes value chain integration. It should be noted that bailiffs firms are not allowed to buy debts or provide credit information, which prevents them from offering one-stop shop services. Due to this rule, bailiffs' firms regularly contact factors to offer them outstanding debts for which they will conduct the legal proceedings themselves if legal steps are required.

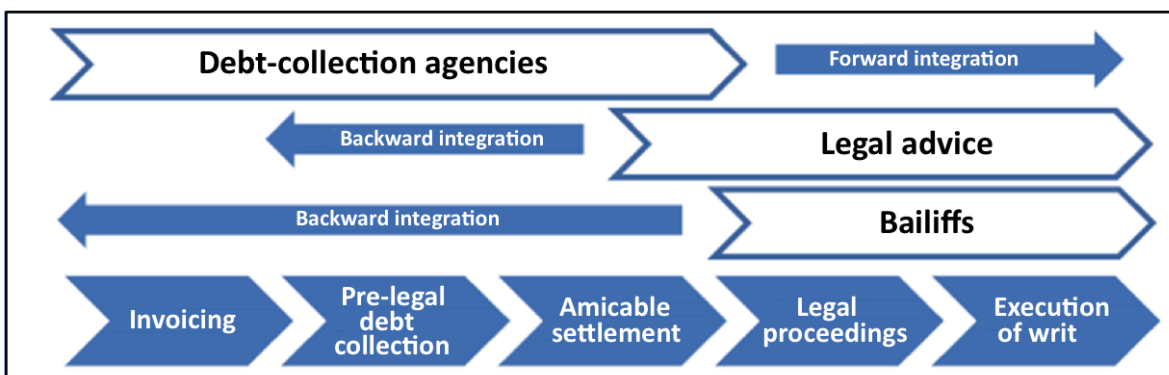


Figure 5: Value chain integration within the credit-management process

The Issuer expects that the debt-collection market will further consolidate and that foreign players will enter the Dutch market in the next coming years, which will result in 'regular' debt-collection agencies being reduced in number and smaller agencies being absorbed by larger ones. It should be noted, once again, that credit management organisations that collect debts are not allowed to hold a majority interest in a bailiffs firm. Nor are they allowed to do business with clients of a bailiffs firm in which they have a large interest. However, they are allowed to collaborate with bailiffs firms in which they do not have a financial or capital interest (shares).

It is essential that credit management organisations are able to prepare for the increasing risk of default. There are two ways of doing this. One way is to negotiate a greater discount when buying consumer debt from potential clients (the so-called 'front door'). The other way is to retrocede purchased debts to the client in the event of fraud (e.g. when the address on the invoice does not match the debtor's address) and if consumers are undergoing debt restructuring.

The risk of fraud in the consumer segment has increased, which means that it is essential that fraud is detected at the first stage of the debt recovery process. Although the risk of rejected claims is absorbed through retrocession, the efficiency of the debt collection process is obviously compromised.

In 2018, there have been trends and developments with respect to the social impact of debt collection, especially in the pre-judicial process. The trend is that companies are trying to collect the outstanding amount more in the pre-judicial phase than before. This means that the moments of contact with a debtor increases significantly. It also means that a debt collection agency needs to be adept and must try to collect the money that is more adequately for the debtor. These trends demand that parties that collect consumer receivables also should increase their social responsibility when collecting debts from consumers. In this respect, the

Issuer and the Servicer aim to be a front-runner in the market and have made changes to its business model and processes to incorporate an increase in social awareness when collecting debts from consumers. This is among other things done by creating a debtor IT platform where debtors and collection agency can sign up their receivables so a complete view on the total outstanding debt can be realised. On this basis a adequate collection plan that is suitable for the debtor can be made. Please see www.Bringway.com. These changes have caused incidental delays in collecting debts and, therefore, an incidental decrease in the turnover of the Initiator in 2018. It is to be expected that postponed debt collections will be regained in 2019, which will result in an upwards effect in debt collection and turnover. This delay is mainly caused by the changes that were made in the collection process and IT.

6.2 | The Servicer's competitive context

Economic climate

The demand for credit management and the corresponding official activities responds to the economic climate. This goes both ways. During an economic slump, there is a greater need for debt collection, since consumers and companies have more difficulties meeting their payment obligations. As a result, creditors will have a greater need for services provided by third parties such as debt collection agencies and bailiffs.

During a period of prosperity, both consumers and companies tend to pay their bills. Although credit management organisations receive fewer debt collection cases, their procedures will generally be concluded more quickly and therefore be less expensive. Furthermore, their recovery rate will go up, which will have a positive effect on the organisation's results. Conversely, while credit management organisations will receive more requests for debt collection during an economic slump, the debt collection and legal proceedings they will engage in will be more time-consuming, which will negatively affect their bottom line (more operating capital required). This being the case, their debt recovery rate will likely be lower. By expanding its range of services, a full credit management organisation is more likely to be able to counteract the effects of economic slumps and upswings.

6.2.1 | Positioning

Through its subsidiaries and services, the Initiator (and its group) focuses on consumer payments, which is to say, the business-to-consumer (B2C) segment. Over the years, the Initiator has gained demonstrable experience in consumer finance, as well as a thorough understanding of consumer spending and payment patterns.

The Servicer stands out from its competitors by offering all services categorised as consumer debt management, ranging from managing Debt Portfolios to recovering them. It is one of a very small number of one-stop shops offering services in the Dutch B2C segment. The Servicer clearly presents itself as a full-service B2C credit management organisation.

Foreign competitors operating in the Netherlands tend to buy their claims in a spot deal at auctions. Due to this process, Portfolio prices tend to be quite high at auctions. The Servicer does not currently purchase debts at auctions, preferring to enter into long-term relationships with its clients instead. This allows the Servicer to get to know its clients' processes, which in turn helps it adjust its approach to various types of organisations and meet specific requests. Many clients seem to prefer having their credit managed by a long-term partner.

6.2.2 | Main competitors

Many credit management organisations still focus on just one specific aspect of the credit management chain. However, full-value chain integration is becoming increasingly popular, which makes it hard to define exactly in which section of the chain the Servicer operates. Since factoring is an essential part, we will provide a brief overview of key parties operating in this industry. After that, we will provide more information on full-service credit management companies active in the Dutch market. Lastly, we will provide a brief analysis of several listed foreign companies to gain some understanding of the capital structure they use and how such businesses are rated.

Factors

Key players in the field of factoring tend to be banks for whom purchasing and financing outstanding debt is just one of many activities.

One such key player is ABN AMRO Commercial Finance, which offers credit risk insurance and asset-based lending (ABL). Besides the Netherlands, ABN AMRO Commercial Finance, has branches in Germany, France and the United Kingdom.

Another key player that is part of a banking group is the company ING Commercial Finance. Apart from factoring, its activities include judicial debt collection procedures and buying debtor risk.

A third major Dutch factor is DLL, part of Rabobank. Since its foundation in 1969, the company has experienced a steady international growth, and it now operates in over 35 countries worldwide. Whereas the companies referred to in the previous paragraphs are somewhat comparable to the Servicer, DLL is a business that offers a very broad range of services and products. For instance, leasing makes up a large share of its Portfolio, as does asset management on behalf of construction and transport companies.

Full-service credit management companies

There are only a handful of companies in the Netherlands who present themselves as full-service credit management companies. It is often hard to check to what extent they provide genuine full services. Generally, such organisations provide services to both B2C and B2B companies. A quick introduction to these companies has been included below.

Groep Gerechtsdeurwaarders Nederland (GGN)

With 724 FTEs in 2017, GGN is one of the key players on the Dutch market. Although it calls itself the only full-service credit management organisation in the Netherlands, it is strictly speaking not a full-service company since it does not offer factoring services. After starting out as a bailiffs' firm, GGN expanded its services in the 1990s by adding debt collection services. These days, its services portfolio also includes invoicing and debtor management. In 2017, GGN's net turnover amounted to EUR 76 million.

Vesting Finance

Since 1996, Vesting Finance (now part of Arrow Global) has developed from a debt-collection-only agency into a full-service credit management business that claims to be one of the leading credit management companies in the Netherlands. Its debt collection activities focus on pre-judicial procedures. If these turn out to be ineffective, the agency will provide advice on any legal proceedings which may have to be undertaken, as well as support from its in-house legal experts. Vesting Finance provides debt collection services to financial institutions, insurers, government agencies, and both small and medium-sized enterprises and large

companies. In addition, it handles high-volume B2C claims. In order to be able to provide credit information, it offers entrepreneurs special packages designed to assess the creditworthiness of its B2B partners among small and medium-sized enterprises.

DAS

DAS originated in France, where it was among the first companies at the start of the previous century to offer legal expenses insurance. DAS Nederlandse Rechtsbijstand Verzekeringsmaatschappij (DAS Dutch Legal Expenses Insurance Society) was founded in the 1960s. To this day, legal services account for a considerable part of DAS' Portfolio. However, since the turn of the century, the company has added debt collection and credit management activities to its range of services. In 2017, DAS had 917 FTE in the Netherlands occupied with legal finance. In 2017, the net turnover of its credit management activities amounted to EUR 59 million.

Listed international parties

We will now discuss two listed foreign parties and analyse them based on their market values and financial figures: Intrum Justitia AB and Experian PLC. Intrum Justitia is a key player in full-service credit management operating on the Dutch market, while Experian may be considered a very large supplier of credit information.

Intrum Justitia

The Swedish company Intrum Justitia is one of Europe's leading credit management organisations. In 2017, Intrum Justitia merged with Lindorff and became one of the leading credit management organisations in Europe. It has a local presence in 24 countries and is able to provide clients in 180 countries with credit management services. Intrum Justitia's clients mainly operate in telecommunications, water and electricity infrastructure, and B2B and B2C banking and financing. The company also provides credit information products to both B2B and B2C companies, collaborating with Dun & Bradstreet to obtain its B2B business intelligence.

Experian PLC

Experian PLC is a UK-based giant in the field of databases designed to help companies manage credit, determine whether or not to extend credit, and ensure continuous monitoring of organisations' creditworthiness. In addition, the company offers analytical tools for risk management and process applications. Experian employs around 16,000 employees in 39 countries.

6.2.3 | Competitive (market) position

Direct Pay Beheer B.V. distinguishes itself from its competitors and substitutes by being a one-stop shop offering all activities within its field, from the moment a debt is incurred to recovering the sum owed. This means that the Servicer earns money at several stages in the payment process.

The Initiator's full-service approach is very valuable, since there are hardly any other companies operating in the Netherlands who offer a full-service package that includes factoring as well as the provision of credit information. Many Dutch companies only offer credit checks and pre-judicial debt collection, or only debt collection through judicial proceedings plus the execution of a writ, or only credit checks. Other parties specialize in sending invoices and calling customers on behalf of their clients. In short, there are companies offering all sorts of services. What sets the Initiator apart from these other companies is that, unlike most of them, it offers all these services.

The Servicer has a database underlying all its services. This database contains:

- Relevant payment experiences with purchase orders;
- Households' worth of addresses;
- Credit checks;
- Households' worth of characteristics;
- Bankruptcy/insolvency records and extracts from the Debt Restructuring for Natural Persons register;
- Extracts from land register and mortgage registers;
- Active companies in the Chamber of Commerce's database;
- Information about addresses listed in the National Addresses and Buildings Register (BAG).

The Servicer's software and automation systems, which it developed itself, enable the company to link bookkeeping and invoicing systems, online shops and CRM systems on behalf of its clients. This link allows for an exchange of relevant information that goes two ways. For instance, with clients who are telecommunications providers or debtors, the Servicer is the party deciding whether or not a delinquent customer must be suspended or re-activated. In addition, the Servicer is the party determining whether delinquent insured persons must be barred. Therefore, it plays a prominent part in its clients' operational activities. Moreover, clients are given access to a web-enabled front-office system, which enables them to gain insight into their cash flows. The front-office system can be compared to the systems used by banks, and also features complaint and message modules.

Estimated Dutch forward flow market

There are no formal reports on the total forward flow volume in the Netherlands. From the observations of the Servicer from known clients, it is estimated that the total volume in the Netherlands is more than 100 million. It is expected that this volume will be stable over time. The Servicer has a substantial market share in the total offered Debt Portfolios within this relevant market and it has a stable market position.

7 | Financial information

7.1 | Rating

The Notes have a BBB-_{sf} (restricted) rating issued by Creditreform Rating AG. Creditreform Rating AG is a credit rating agency located in the EU and registered as prescribed in Regulation (EC) No. 1060/2009 on credit rating agencies. This credit rating has been assigned to the Issuer at the request of the Servicer.

Credit ratings indicate credit rating agencies' assessment on the extent to which financial companies are able to fulfil their obligations. Credit rating agencies are entitled to change their credit ratings or the 'outlook' of these credit ratings regarding the Issuer.

7.2 | Financial information on Issuer

The Issuer was incorporated on 19 March 2019. The Issuer has not prepared and published (interim) historical financial information. The financial year of the Issuer coincides with the calendar year. The first financial year of the Issuer ends on 31 December 2019.

Each year, the Board will draw up an annual report containing the financial statements of the Issuer. The financial statements consist of the balance sheet, a profit and loss account, a changes in equity statement, a cash flow overview, the financial reporting principles plus explanatory notes. The financial statements of the Issuer will be audited by a registered accountant.

Given that this concerns a new entity without any history, no historic or comparative figures on past financial fears can be given in this Information Memorandum. The financial statements of the Issuer are drawn up based on the Dutch GAAP. To get an idea of what the balance sheet may look like after the issuance of the Loan (in full), an indicative balance sheet has been included below. This indicative balance sheet has not been audited by an external auditor, is for information purposes only and does not constitute a (profit) forecast.

Indicative balance sheet (amounts in thousands of euros)	
Issue costs shown as assets	1,000
Liquid assets	49,100
Assets	50,100
Equity capital	100
Loan	50,000
Liabilities	50,100

Figure 6: Indicative opening balance sheet of the Issuer after the issuance of the Loan (N.B. not from an audited overview. Amounts may change according to the definite amount of the Loan).

The indicative balance sheet shows the balance sheet of the Issuer after the full issuance of the Loan. In this respect, it should be noted that the final balance sheet may change in case the final amount of the Loan is known. It should also be noted that this overview is not derived from an audited financial statement of the Issuer and has, therefore, not been audited. The indicative balance sheet was drawn up in accordance with the Dutch Generally Accepted Accounting Principles (Dutch GAAP).

The equity capital is paid-up capital of EUR 100,000. The Loan will amount to a maximum of EUR 50 million. Based on this amount, the assets side of the balance sheet shows issuance costs with a maximum of EUR 1 million.

7.3 | Transaction overview and money flow chart

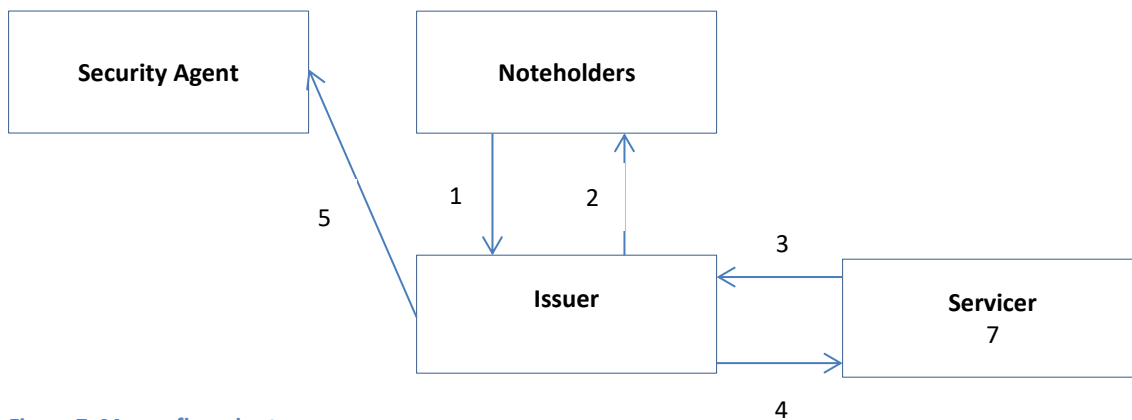


Figure 7: Money flow chart

Explanatory notes with respect to the structure of the transaction (and money flows) as displayed in figure 7:

1. Loan provided by the Noteholders;
2. The subsequent semi-annual interest and repayment by the Issuer to the Noteholders under the Loan;
3. All cash flows arising from the recovery procedure of the individual Debt Portfolios will be paid to the Issuer by the Servicer until the Issuer has received the purchase price related to the individual Debt Portfolio, the paid registry fees, and the agreed variable fee on the average investment amount;
4. Following from the SLA, in connection with its services, the Servicer will be entitled to the remaining recovery sum arising after the Issuer has paid or repaid all other debts, including current interest to the Noteholders;
5. The administrative costs for the Security Agent as part of the costs of the ordinary business activities of the Issuer.

7.4 | Estimated costs and financing

Once-only issue costs

Based on an issuance amount of EUR 50 million, the indicative fee with respect to the distribution of the Notes will amount to EUR 1 million. The advisory fee amounts to 1%, to be calculated over the accumulated Principal Amount of the issued Notes. The distribution fee amounts to 1%, calculated over the accumulated Principal Amount of the issued Notes. In case the Loan will not be fully issued, the costs which relate to the distribution fee will also be lower.

The one-off issue costs will be capitalised on the Issuer's balance sheet and will be amortised during the duration of the Loan.

One-off issue costs for Loan, based on an issue amount of EUR 50 million (amounts in thousands of euros)	
Expense allowance (indicative amount)	100
Issuance cost (indicative amount)	1,000
Total	1,100

Figure 8: One-off issue costs Issuer

Annual costs: Interest and costs of ordinary business activities

The Interest of 6.5% per year is payable semi-annually in two equal instalments of 3.25%. In addition, there are the costs of ordinary business activities, estimated to be no more than EUR 100,000 per year. These include accounting costs, fiscal costs arising from the preparation of the financial statements, liquidity provision charges, banking charges, and the costs of marketing and communication.

Besides the interest costs and the costs that relate to the ordinary business activities (with an estimated maximum of EUR 100,000), which also includes costs that arise under the SLA, there are no other (substantial) annual recurring costs for the Issuer.

Annual budgeted costs of the Issuer, based on an issue amount of EUR 50 million (amounts in thousands of euros)	
Interest	3,250
Costs of ordinary business activities	100
Total	3,350

Figure 9: Budgeted annual costs of Issuer for a Loan with a value of EUR 100,000,000

7.5 | Important agreements

No important agreements have been concluded outside the scope of the ordinary business activities of the Issuer since its incorporation which may lead to the obligation or a right of the Issuer that is of essential importance for its ability to fulfil its obligations vis-à-vis the Noteholders.

7.6 | Summary of security rights provided and other warranties

In this paragraph, an overview is provided of security rights (*zakelijke zekerheidsrechten*) and warranties (*waarborgen*) which relates to or are associates with the Notes and/or the Issuer.

Security rights:

- A first-ranking undisclosed Right of Pledge on the Debts following from the Debt Portfolios purchased by the Issuer (Article 3.1 Trust Deed) to cover the claims of the Noteholders under the Loan.

Warranties:

- Under a Purchase Agreement, the Servicer has a performance obligation towards the Issuer to achieve certain return requirement from the collecting and recovering of the purchased Debt Portfolio. This return requirement amounts to a minimum of 12% percent per year on the average investment amount, being 1% per month.
- In the event that a Debt Portfolio does not meet this return requirement, it is agreed under the Purchase Agreement that the Issuer has an option right, on the basis of which the Servicer has the obligation, at Issuer's request, to buy back the respective Debt Portfolio at the purchase price originally paid by the Issuer plus the additional costs paid by the Servicer and the accrued interest, with a minimum of 10% per year during the term of the respective Debt Portfolio, minus the amounts already received.
- First Loss Piece of 5% of the total issued amount with a maximum of EUR 2.5 million.
- No dividend withdrawals by the shareholder(s) of the Issuer during the term of the Loan (non-withdrawal statement as attached as Annex IV to this Information Memorandum).
- The annual costs of ordinary business activities of the Issuer have been capped at EUR 100,000.

7.7 | Example execution Debt Portfolio

In this paragraph, a predictive cash flow from a Debt Portfolio over ten (10) quarters is included. Please note that this information is for information and illustration purposes only, that no rights may be derived from it by a prospective investor. For more information, please also see paragraph 3.7 of this Information Memorandum.

CE Credit Management Invest Fund 1 B.V.

Predictive cash flow from Debt Portfolio over 10 quarters

Example	Sector 1	Sector 2	Sector 3	Totaal						
Nominal value	€ 20.000.000	€ 12.500.000	€ 10.000.000	€ 42.500.000						
Discount percentage	40%	45%	50%	44%						
Purchase price	€ 12.000.000	€ 6.875.000	€ 5.000.000	€ 23.875.000						
Average collection percentage cash flow on outstanding value per quarter	3,00%									
Interest Noteholders	6,50%									
Grossvalue development	€ 48.875.000	€ 51.097.500	€ 54.075.550	€ 57.794.039	€ 61.438.158	€ 61.009.395	€ 60.589.207	€ 60.177.423	€ 59.053.875	€ 57.952.797
Cash flow per quarter	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10
Primo	€ -	€ 26.005.663	€ 25.923.516	€ 25.661.041	€ 25.237.144	€ 24.901.327	€ 25.819.191	€ 26.741.021	€ 27.667.099	€ 28.807.601
Incoming cash flow										
- Proceeds	€ 49.000.000	€ -	€ -	€ -						
- Received from collections	€ 1.466.250	€ 1.532.925	€ 1.622.267	€ 1.733.821	€ 1.843.145	€ 1.830.282	€ 1.817.676	€ 1.805.323	€ 1.771.616	€ 1.738.584
- Leakage Servicer	€ -219.938	€ -229.939	€ -243.340	€ -260.073	€ -276.472	€ -274.542	€ -272.651	€ -270.798	€ -265.742	€ -260.788
	€ 50.246.313	€ 1.302.986	€ 1.378.927	€ 1.473.748	€ 1.566.673	€ 1.555.740	€ 1.545.025	€ 1.534.524	€ 1.505.874	€ 1.477.796
Outgoing cash flow										
- Purchase debt Portfolio	€ 23.875.000	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -
- Legal cost	€ -	€ 1.000.000	€ 1.250.000	€ 1.500.000	€ 1.500.000	€ 250.000	€ 250.000	€ 250.000	€ 25.000	€ 25.000
- Other cost	€ 5.000	€ 7.500	€ 10.000	€ 10.000	€ 10.000	€ 10.000	€ 10.000	€ 10.000	€ 10.000	€ 10.000
- Interest Noteholders	€ 360.649	€ 377.633	€ 381.402	€ 387.645	€ 392.490	€ 377.875	€ 363.195	€ 348.446	€ 330.371	€ 312.455
	€ 24.240.649	€ 1.385.133	€ 1.641.402	€ 1.897.645	€ 1.902.490	€ 637.875	€ 623.195	€ 608.446	€ 365.371	€ 347.455
Ultimo	€ 26.005.663	€ 25.923.516	€ 25.661.041	€ 25.237.144	€ 24.901.327	€ 25.819.191	€ 26.741.021	€ 27.667.099	€ 28.807.601	€ 29.937.942

Notes to the illustrative cash flow table:

- the Proceeds is the cash flow from the issued Notes;
- the received cash flow is three percent (3%) of the development of the gross value of the delinquent receivables;
- the leakage Servicer is the extra return on the collections that is paid to the Servicer;
- the outgoing cash flow is the purchase price for the purchased Debt Portfolio;
- the other cost are cost related to the operations of the Issuer;
- the interest Noteholders is the calculated cash outflow to the Noteholders in that specific quarter;
- the gross value development is the estimated outstanding amount of the Debt Portfolio based on the specific characteristics of these kind of Debt Portfolios.

8 | Statements of Issuer

Special Purpose Vehicle (SPV)

The Issuer (CE Credit Management Invest Fund 1 B.V.) is a limited liability company incorporated under Dutch law on 19 March 2019 by notarial deed, with its registered office in Rotterdam. The Issuer's office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Issuer is registered at the Chamber of Commerce with company number 74325051.

No significant changes in the Issuer's prospects

Since the date of incorporation of the Issuer, there has been no significant or material adverse change in the in the financial or trading position of the Issuer.

Material effect on the Issuer's prospects

To the best knowledge of the Issuer, there are as of the date of this Information Memorandum no specific known trends, uncertainties, demands, commitments or events that are reasonable likely to have a material effect on the Issuer's prospects for at least its current financial year (ending on 31 December 2019), other than the risks already mention in chapter "*Risk Factors*" in this Information Memorandum.

Corporate Governance Code

Given that the Dutch Corporate Governance Code only applies to companies with their registered offices in the Netherlands, whose shares or depositary receipts of shares have been listed at a regulated market (*gereglementeerde markt*) within the meaning of Section 1:1 DFSA. the Dutch Corporate Governance Code does not apply to the Issuer as the Issuer will be listing notes on Euronext Growth, not being a regulated market. The Issuer will not voluntary apply this code.

Recent events regarding the Issuer's insolvency

There have been no recent events which are to a material extent relevant tot the evaluation of the issuer's solvency, as the Issuer has not carried out any business activities since its incorporation on 19 March 2019.

Confirmation regarding the Debt Portfolio

The Issuer confirms that the Debt Portfolio which will be bought and acquired from CECM II has characteristics that demonstrate capacity to produce funds to, at least substantially, service payments due and payable on the Notes.

Potential conflicting interests

The Debt Portfolios that the Issuer intends to purchase must meet the selection criteria mentioned in paragraph 5.4.3. The Servicer, its other clients and the Issuer have an interest in purchasing Debt Portfolios. A scarce supply of portfolios could potential lead to a conflict of interest between the Issuer and the Servicer, as the Servicer also has an interest in Debt Portfolios with a potentially high profitability . However, the Servicer expect that the supply of portfolios in the market will be stable. As the Servicer generally makes long-term agreements with its clients and actively focuses on relationship management, the Servicer expects its current clients to stay. In addition, because the Servicer is ultimately entitled to the excess profit of the Issuer and the Issuer has a non-flexible interest charge, the Servicer will preferably forward Debt Portfolios to the Issuer. For this reason, the Issuer currently deems detrimental effects due to a conflicting interest on this subject to be improbable. As the Issuer will primarily buy the entire Debt Portfolio of CECM II, the risk of a scarce supply of Debt Portfolios and that this factor could lead to a conflict of interest with the Servicer, is negligible.

The SLA also determines that when the Issuer purchases Debt Portfolios from the Servicer and/or the Servicer enters into transactions and/or obligations for the account of the Issuer based on a mandate, these transactions must not result in (i) the transaction being carried out under conditions that are unfavourable for the Issuer compared to the conditions of the transactions in which the Servicer (or, as the case may be, the party affiliated with the Servicer) acquired or would have acquired the relevant Debt Portfolio; and/or (ii) extra costs at the expense of the Issuer. For transactions in which the Servicer has a direct or indirect conflict of interest and the above-mentioned conditions (i) and (ii) are not met, prior permission from the Issuer is required. Based on the SLA, the Servicer is obliged to do everything possible to recognise, monitor and control conflicts of interest.

Moreover, the Noteholders must be aware that the Issuer will purchase entire Debt Portfolio of CECM II and eventually from other parties that also rely on the services of the Servicer (subsidiaries of the Initiator or external clients). This especially applies to Debt Portfolios owned by CECM II relatively close to the redemption date of notes which have been issued by CECM II. In the event the Servicer selects such a Debt Portfolio for purchase by the Issuer, contrary to its regular work as a representative of the Issuer, the Servicer may not use its power of attorney under the SLA to act on behalf of the Issuer to purchase these Debt Portfolios. A specific resolution and purchase agreement, signed by the Issuer, is required for this purchase, stating the conditions of the purchase and an explanation why the conditions of the purchase are 'at arm's length'. In paragraph 5.4.4 are the characteristics of this specific Debt Portfolio of CECM II. The purchase price for these kind of Debt Portfolios is also reviewed and validated by an external valuator. In this way there is segregation of duties between the Issuer and the Services on already purchased Debt Portfolios as normally the purchase price is set between the Servicer and a third party. The expected value of the Debt Portfolio of CECM II is between 55% and 65% of the ERC. The expected value will be around EUR 25 million. As an additional surplus the Servicer and the Issuer have set the maximum price for the debt Portfolio of CECM II on EUR 15 million.

Legal and arbitration proceedings

The Issuer is, or during the twelve (12) months preceding the date of this Information Memorandum has been, involved in any governmental, legal or arbitration proceedings, which may have, or have had in the recent past significant effects on the Issuer's financial position or profitability and/or the financial position or profitability of the Company group, nor is the Company aware of any such proceedings being pending or threatened.

Neither the Servicer is, or during the twelve (12) months preceding the date of this Information Memorandum has been, involved in any governmental, legal or arbitration proceedings, which may have, or have had in the recent past significant effects on the Servicer's financial position or profitability or the financial position or profitability of the group to which the Servicer belongs, nor is the Servicer aware of any such proceedings being pending or threatened.

Figures

The figures included in this Information Memorandum have not been audited, unless expressly stated otherwise.

9 | Reporting and information provision

9.1 | Annual report

The Financial Year of the Issuer coincides with the calendar year. The first Financial Year of the Issuer lasts until 31 December 2019. Each year, the management board will draw up an annual report containing the financial statements of the Issuer. The financial statements consist of the balance sheet, a profit and loss account, a changes in equity statement, a cash flow overview, the financial reporting principles plus explanatory notes. The financial statements of the Issuer will be audited by an independent accountant.

Pursuant to the Terms and Conditions, the Issuer is obliged to draw up and adopt its financial statements in the manner prescribed by law and in accordance with the Dutch Generally Accepted Accounting Principles. The financial statements are drawn up with due observance of the provisions of the Annual Reporting Guidelines, Book 2, Title 9 of the DCC.

The management board will draw up a budget each year, which will include the forecast income, expenditure and investments.

9.2 | General principles and accounting policies

The following general principles and accounting policies will be applied when drawing up the Issuer's annual financial statements.

General

The financial statements have been drawn up based on historic costs.

Assets and liabilities

All assets and liabilities are assessed at nominal value, unless stated otherwise. The Debt Portfolios are assessed at purchase value, which is the nominal value minus a discount.

Receivables and prepayments and accrued income

The receivables and prepayments and accrued income are assessed at their nominal value, if necessary subject to the deduction of a facility for bad debts.

Cash and cash equivalents

Insofar not stated otherwise, the cash and cash equivalents are at the free disposal of the company and concern immediately payable claims to credit institutions and cash resources.

Long-term liabilities

The long-term liabilities concern loans with a duration of more than one year. The part of the loans that must be redeemed in the coming year is included under the current liabilities. The explanatory notes to the balance sheet include a specification.

Interest-bearing loans and debts are assessed at their amortised cost price.

Current liabilities

The current liabilities and accrued liabilities concern debts with a duration of no more than one year and, insofar not stated otherwise, are assessed at their nominal value.

Net turnover

Net turnover will be the receipt of funds following from the Debt Portfolio as repayments of the nominal amount of the debts and the prepaid registry fees. If and insofar the Issuer has at least EUR 400,000 in liquid assets at its free disposal at the end of the month and the Servicer has not demonstrated that it is able to use those liquid assets profitably on behalf of the Issuer by purchasing Debt Portfolios, the Servicer will pay a commitment fee interest (in other words: default interest) of 0.4% per month on the whole liquidity balance available at the time. The commitment fee interest is part of the net turnover.

Cost of the turnover

The cost of the turnover will be the costs directly attributable to the net turnover, being the cost price of the repaid debts in the portfolio.

Depreciation charges

The depreciation charges on fixed assets will be calculated by means of fixed percentages of the acquisition value or costs incurred, based on the expected economic life, in accordance with the principles included under the accounting principles.

91.3 | Data acquisition

The Issuer is obliged to provide the Security Agent with a copy of the most recent financial statements within two (2) weeks of their adoption, as well as upon the first request of the Security Agent.

10 | Legal aspects

10.1 | Issuance and offer of Notes

This Information Memorandum is published in connection with the Offer and Issue of a maximum of 50.000 Notes, each with a nominal value of EUR 1,000, with a minimum subscription of 100 Notes (totalling a minimum subscription amount of EUR 100,000). The Loan thus amounts to a maximum nominal amount of EUR 50,000,000.

The Notes

General

The Issuer will issue a maximum of 50.000 Notes with a Principle Amount of EUR 1,000 per Note. Each Note will be offered and issued against a price of EUR 1,000. The minimum subscription is 100 Notes (totalling a minimum subscription amount of EUR 100,000).

The Notes are subject to the Terms and Conditions as included in Annex I to this Information Memorandum. The Noteholders must read the provisions set out in this Information Memorandum in conjunction with the Terms and Conditions and the Trust Deed which form an integral part of this Information Memorandum as Annex I and Annex II, as these read now or at any time.

The Information Memorandum and the Terms and Conditions and the Trust Deed that form an integral part hereof are all governed by the Dutch law.

The Notes will have the following ISIN code: NL0013526866

Issue Price

The issuance price of the Notes is 100%.

Return

The effective return on the Notes depends upon the issuance price and possible Early Redemption. The example below is based on an issue price of 100% and does not include a possible Early Redemption of the Notes. In this case, the effective return for a 6.5% coupon is between 6.5-7%. The calculation method for the effective return is as follows:

$$\text{Effective return} = \frac{\text{Interest} \times \text{nominal amount} + \frac{\text{nominal amount} - \text{issue price}}{\text{Remaining time}}}{\frac{\text{Nominal amount} + \text{issue price}}{2}} \times 100\%$$

10.2 | Use of Proceeds

The Proceeds under the Loan will be used by the Issuer as follows:

- (a) Firstly, to buy and acquire the entire Debt Portfolio of CECM II, which purchase price will amount to a maximum of EUR 15 million;

- (b) Secondly, to buy and acquire new (yet to be composed) Debt Portfolio with a market value of approximately between EUR 0-34 million;
- (c) Thirdly, for the payment of a 1% advisory fee to Merit Capital who will be acting as distribution agent with respect to the Notes, which fee will be calculated over the total Principal Amount of the Notes issued under the Loan.
- (d) Finally, for the payment of 1% distribution fee.

The exact purchase price for the respective Debt Portfolios has yet to be determined and depends on the exact composition of it.

The proceeds generated from the collection and execution of the Debt Portfolios will be used by the Issuer to (i) buy and acquire new Debt Portfolios, (ii) pay court fees and other costs which are directly related to the collecting and eviction of the Debt Portfolio, (iii) fulfil its obligations under this Loan towards the Noteholders and (iv) for the payment of the costs of ordinary business activities.

10.3 | Form

Subject to admission to Euroclear Nederland the Notes will be available and transferrable in book-entry form, as shares in a giro depot or a collective deposit. The Issuer will keep a Register in which Euroclear Nederland, the central institute within the meaning of the mentioned Securities Act, will be included for the purpose of the book-entry marketability of the Notes under that Act. Noteholders may keep the Notes in book-entry form with an institution affiliated with Euroclear Nederland (as a share in a collective deposit) or, as the case may be, a securities account held with Euroclear Nederland (as a share in a giro depot). Delivery (*uitlevering*) of the Notes in the sense of the above-mentioned Dutch Securities Giro Act is not permitted.

The Notes will be registered. No Note certificates will be issued.

10.4 | Status and rank

The Notes are all equal to each other, without a difference in preference, and are mutually exchangeable.

During the Offering Period of the Notes, the Issuer will not attract bank financing. Therefore, the debts of the Noteholders towards the Issuer or, as the case may be, the obligations of the Issuer towards the Noteholders under the Loan are not and will not be subordinated to the obligations of the Issuer towards a bank.

10.5 | (Early) Redemption

In principle, the Issuer redeems the Notes after maximum five (5) years, for all outstanding Notes to be counted from the Issue Date, against their Principal Amount, such to be increased with the outstanding unpaid Interest.

This Issuer has the right to prepay the Notes as of two years after the Issue Date (Early Redemption). In case of Early Redemption, the Issuer is obliged to announce such redemption at least two (2) months prior to the actual date of the Early Redemption. Early Redemption can only take place on an Interest Payment Date.

Early Redemption can take place either in part or in full. In the case of partly Early Redemption, the Principal Amount of each Note will be reduced proportionally with the the amount that will be early repaid by the Issuer. In case of full Early Repayment, the (Principal Amount of the) Notes will be fully paid off, to be increased by the Interest payable at the date of Early Redemption.

In case of an Early Redemption, the Noteholders will be entitled to a penalty interest of 1% of the Principal Amount of each Note, irrespective of the remaining duration of the Notes at the time of redemption. This penalty interest shall be paid by the Issuer to the Noteholders on the Interest Payment Date, together with the respective Early Redemption.

10.6 | Interest (fixed-interest coupon)

As from the Issue Date, all Notes will carry interest on their outstanding Principal Amount at an annual rate of 6.5%. The Interest is payable semi-annually in two equal instalments of 3.25%.

The Issuer will pay the Interest on the Notes on the Interest Payment Dates as determined in the Terms and Conditions of the Note, with the proviso that if an Interest Payment Date does not fall on a business day in any year, the interest due will be paid on the next business day.

10.7 | Payments

The Issuer will ensure payment of the Notes (including the Principal Amount and/or Interest) by a transfer to the bank account specified by Euroclear Nederland, as listed in the Register of Noteholders, such to be paid on (i) by Euroclear Nederland to its affiliated institutions that hold a share in the giro deposit concerning the Notes, in proportion to those shares, and subsequently (ii) by those affiliated institutions to the Noteholders which hold a share in the collective deposit concerning the Notes, in proportion to those shares. The funds intended for the payment ensuing from the Notes are to be paid by the Issuer two (2) business days before the relevant Interest Payment Date and/or Redemption Date to the bank account of Euroclear Nederland. The payment to the Euroclear Nederland's account, the Issuer will be released from its obligations towards Noteholders and the Security Agent (with respect to its parallel debt, refer to the 'Security' section below) and Euroclear Nederland will be released by the above-mentioned payment to the affiliated institutes in question.

10.8 | Expiration

Receivables related to the Notes (including those related to the Principal Amount and the Interest) will expire after five (5) years from the Issue Date.

10.9 | Default

The Issuer will only be in default in the event of (i) non-payment of the Principal Amount and Interest on (part of) the Notes by the Issuer if such default lasts at least thirty (30) days; (ii) non-fulfilment or non-performance by the Issuer of another obligation on the grounds of the Loan if such default lasts at least thirty (30) days after the Issuer has received notification by registered letter from the Security Agent establishing said default. In addition, the Issuer will be in default in the situations as described in Article 11 of the Terms and Conditions.

In the event of default by the Issuer with due observance of the corresponding provisions in the Trust Deed, the Noteholders may claim immediate repayment of the Loan (including the Principal Amount and/or Interest) at their own discretion or at the written request of the holders of at least 50% of the total nominal amount of outstanding Notes.

10.10 | Security Agent

The Security Agent fulfils an important role for the Noteholders in relation to the Loan, which role has been described in the Trust Deed (refer to Annex II in conjunction with this Information Memorandum). The Security Agent acts for and on behalf of the Noteholders and represents their joint interests. The Security Agent also supervises the fulfilment of the Terms and Conditions and acts as a Security Agent in relation to the Loan, as further explained in paragraph 10.10 of this Information Memorandum.

The Security Agent's management board is currently comprised of the Initiator (Direct Pay Beheer B.V.), of which entity Mr C.F. Klaassen is sole director. It is envisaged that soon after the date of this Information Memorandum, the board of the Security Agent will change and a Trust Office will be appointed as management board, so as to ensure independency of the Security Agent towards the Issuer.

10.11 | Security rights under the Loan

Role of the Security Agent

Noteholders cannot bring their own, individual rights of action and/or direct rights of action against the Issuer. The Security Agent will be able to waive the rights of the Noteholders under the Terms and as it sees fit, but at all times with due observance of the interests of the Noteholders.

Parallel debt of the Security Agent and security rights

The Security Agent will act on the grounds of the Trust Deed for and for the benefit of the Noteholders. As a creditor, the Security Agent will have its own, exclusive right of action vis-à-vis the Issuer, which is substantively equal ('parallel') to the rights of action of the Noteholders vis-à-vis the Issuer (parallel debt). This means that based on the parallel debt, the Security Agent will have an independent right to demand payment from the Issuer of an amount equal to the total amount owed by the Issuer under the Loan to the (joint) Noteholders. The parallel debt will be simultaneously due and payable at all times if and insofar the corresponding joint debts of the Noteholders under the Loan are due and payable. Each discharge granted to the Issuer at any time to time concerning a payment to the Noteholders based on the Notes will also discharge the Issuer regarding the relevant payment under the parallel debt (and vice versa).

The parallel debt of the Security Agent will be secured by a first-ranking undisclosed pledge, to be established in advance by the Issuer for the benefit of the Security Agent on all current and future receivables of the Issuer. The Right of Pledge will be established in the form as included in Annex III in this Information Memorandum. The Security Agent will hold, manage and, if necessary, enforce the Right of Pledge on behalf of and for the benefit of the Noteholders, with due observance of the provisions of the Trust Deed.

If the Security Agent proceeds to enforce security rights established to cover its parallel debt, the funds acquired by the Security Agent by said recovery will serve to discharge the Issuer from payment of these funds to the (individual) Noteholders.

Structure chart

Below is a schematic representation of the legal structure.

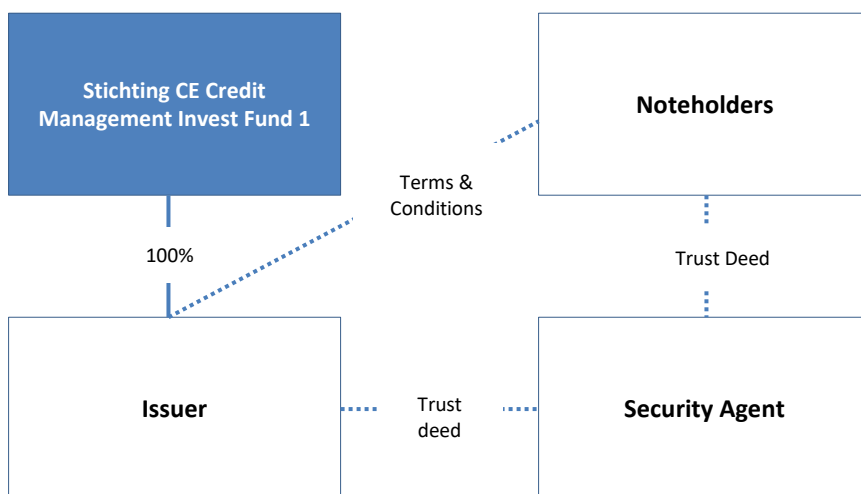


Figure 10: Structure chart of Issuer

Securities ensuing from the SLA for the benefit of Issuer

The Servicer is required to supplement this amount from the result of the recovery achieved from Debt Portfolios returned to the Servicer until the amount is equal to the current interest obligation in the event that the available liquidity of the Issuer prior to the Due Interest Payment Date is inadequate.

10.12 | Meeting of Noteholders

A Meeting of Noteholders will be held in the Netherlands as determined in the invitation. The Meeting of Noteholders will be held (i) if the Security Agent deems such desirable, (ii) at the written request of Issuer, or (IV) at the written request of the holders of at least 30% of the total nominal amount in outstanding Notes.

The Meeting of Noteholders will be convened by the Security Agent. The Foundation will convene the meeting one (1) month after receiving a written request to that end. Noteholders will receive a notice convening the meeting at least fifteen (15) days before the day on which the meeting is to be held.

In urgent cases, such subject to the assessment of the Security Agent, the term of notice for convening the Meeting of Noteholders can be reduced to seven (7) days, not counting the day of the meeting and the day of convocation. If the Security Agent fails to convene a Meeting of Noteholders, as aforesaid, the Issuer or the Noteholders requesting the meeting (provided that they represent at least 30% of the Loan) will have the right to convene a meeting themselves with due observance of the applicable terms and formalities.

Votes will be cast at Meetings of Noteholders by ballot. Each Note gives its holder the right to one vote at the Meeting of Noteholders.

10.13 | Listing on Euronext Growth (Brussels)

General

Listing on Euronext Growth in Brussels will be requested for the Notes after the Offering Period. Euronext Growth in Brussels is a so-called multilateral trading facility (MTF) in the sense of the Belgian Act of 2 August 2002 on the supervision of the financial industry and financial services, which operates under the banner of Euronext in Brussels. Euronext Growth in Brussels is a non-regulated market within the meaning of that Act. This stock exchange listing is designed to increase the tradability (and therefore liquidity) of the Notes.

Information on trading, clearing and settlement

Notes can bear accumulated Interest at any time. A Noteholder or potential Noteholder must in this respect purchase or sell Notes on the secondary Euronext Growth market in Brussels. The buyer is owed the due but not yet paid Interest.

10.14 | Dutch Financial Supervision Act (*Wet op het financieel toezicht*)

No prospectus requirement under DFSA

In accordance with the DFSA, offering securities, such as the Notes, to the public in the Netherlands is in principle only allowed if the Issuer makes a prospectus available that has been drawn up in accordance with the provisions of or pursuant to the DFSA. and that has been approved in advance by the NAFM.)

However, with respect to the Offer, the Issuer is not bound by this prospectus requirement, because it can benefit from the EUR 100,000-exception, as laid down in Section 5:3(1)(c) DFSA. Pursuant to this exception, the prospectus requirement is not applicable if the securities on offer can only be acquired for a value of at least EUR 100,000 per investor. Now that the minimum subscription is 100 Notes, totalling a minimum subscription amount of EUR 100,000, the Issuer can benefit from this exception.

No prohibition on attracting or having at its disposal of repayable funds

Pursuant to Section 3:5 DFSA it is, in principle, prohibited to attract or to have at its disposal repayable funds (*opvorderbare gelden*). The “public” is at the date of this Information Memorandum interpreted in the Netherlands as “outside a restricted circle from others than professional market parties”. ‘Professional market parties’ (*professionele marktpartijen*) are, in short, regulated entities such as banks, insurers and pension funds. This prohibition applies to any entity attracting the repayable funds in or from the Netherlands. This means that a Dutch based legal entity that attracts repayable funds from non-Dutch persons exclusively, will still be captured by this prohibition.

However, the prohibition of Section 3:5 DFSA does not apply in case a party attracts, obtains or have its disposal repayable funds as a result of offering securities in accordance with Chapter 5.1 DFSA. As the Issuer will attract or have at its disposal repayable funds as a result of the offering of the Notes, which offering takes place in accordance with Chapter 5.1 DFSA, the prohibition of Section 3:5 DFSA does not apply to the Issuer with respect to (the offering of) the Notes.

No prohibition on providing credit to consumers

Pursuant to Section 2:60 DFSA it is, in principle, prohibited in the Netherlands to provide credit to consumers without a licence granted by the AFM. Examples of providing credit in the abovementioned sense are offering consumers purchase on account and/or instalment buying, cash advances, customer cards with payment functions, other credit or debit cards et cetera. As the activities of the Issuer cannot be regarded as the provision of credit, this prohibition does not apply to the Issuer.

11 | Taxation

11.1. | Introduction

The following is a general summary of certain material Dutch tax consequences of the acquisition, holding and sale of the Notes. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as trusts or similar arrangements) may be subject to special rules. In view of its general nature, it should be treated with corresponding caution. Noteholders or prospective noteholders should consult with their own tax advisors on the tax consequences of investing in the Notes in their specific circumstances. The discussion below is included for general information purposes only.

This summary is based on the Dutch tax law, published regulations and authoritative case law, all as in effect on the date hereof, and all of which are subject to change or to different interpretation, possibly with retroactive effect. Where the summary refers to “the Netherlands”, it refers only to the part of the Kingdom of the Netherlands located in Europe.

11.2. | Withholding tax

All payments made by the Issuer in relation to the Notes may be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by the Dutch or any political subdivision or taxing authority thereof or therein, unless the Notes are treated as equity of the Issuer for Dutch tax purposes.

11.3. | Taxes on income and capital gains

Please note that the summary in this section does not describe the Dutch tax consequences for:

- (i) holders of Notes if such holders, and in the case of individuals, his/her partner or certain of their relatives by blood or marriage in the direct line (including foster children) have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer under the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). Generally speaking, a holder of securities in a company is considered to hold a substantial interest in such company if such holder, alone or, in case of individuals, together with his/her partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly, holds (i) an interest of 5% or more of the total issued and outstanding capital of that company, or of 5% or more of the issued and outstanding capital of a certain class of shares of that company; or (ii) holds rights to acquire, directly or indirectly, such interest; or (iii) holds certain profit sharing rights in that company that relate to 5% or more of the company's annual profits and/or to 5% or more of the company's liquidation proceeds. A deemed substantial interest may arise if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;
- (ii) pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) (as defined in the Dutch Corporate Income Tax Act 1969; *Wet op de Vennootschapsbelasting 1969*) and other entities that are, in whole or in part, not subject to or exempt from Dutch corporate income tax; and

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

Dutch Resident Entities

Generally speaking, if the holder of Notes is an entity that is a resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes (a “Dutch Resident Entity”), any payment under the Notes or any gain or loss realised on the disposal or deemed disposal of the Notes is subject to Dutch corporate income tax at a rate of 20% with respect to taxable profits up to EUR 200,000 and 25% with respect to taxable profits in excess of that amount (rates and brackets for 2018).

Dutch Resident Individuals

If the holder of Notes is an individual, resident or deemed to be resident of the Netherlands for Dutch income tax purposes (a “Dutch Resident Individual”), any payment in relation to the Notes or any gain realised on the disposal or deemed disposal of the Notes is taxable at the progressive income tax rates (with a maximum of 51.95% in 2018), if:

- (i) the Notes are attributable to a company from which the holder of the Notes derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such company, without being a shareholder (as defined in the Dutch Income Tax Act 2001); or
- (ii) the holder of the Notes is considered to be performing activities with respect to the Notes that go beyond ordinary asset management (*normaal, actief vermogensbeheer*) or derives benefits from the Notes that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

If the abovementioned conditions (i) and (ii) do not apply to the individual holder of Notes, Coupons, Talons or Receipts, such holder will be taxed annually on a deemed, variable return (with a maximum of 5.38% in 2018) of his/her net investment assets (*rendementsgrondslag*) for the year at an income tax rate of 30%.

The net investment assets for the year are the fair market value of the investment assets minus the allowable liabilities on 1 January of the calendar year in question. The Notes are included as investment assets. A tax free allowance may be available. Actual income, gains or losses in relation to the Notes are as such not subject to Dutch income tax.

For the net investment assets on 1 January 2018, the deemed return ranges from 2.02% up to 5.38% (depending on the aggregate amount of the net investment assets on 1 January 2018). The deemed, variable return will be adjusted annually based on historic market yields.

Non-residents of the Netherlands

A holder of the Notes who is neither a Dutch Resident Entity nor a Dutch Resident Individual will not be subject to Dutch taxes on income or capital gains in respect of any payment in relation to the Notes or in respect of any gain or loss realised on the disposal or deemed disposal of the Notes, Coupons, Talons or Receipts, provided that:

- i. such holder does not have an interest in a company or deemed company (as defined in the Dutch Income Tax Act 2001 and the Dutch Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in the Netherlands or carried on through a permanent establishment, a deemed

- permanent establishment, or a permanent representative in the Netherlands and to which company or part of a company the Notes are attributable; and
- ii. in the event the holder is an individual, such holder does not carry out any activities in the Netherlands with respect to the Notes that go beyond ordinary asset management and does not derive benefits from the Notes that are taxable as benefits from other activities in the Netherlands.

11.4. | Gift and inheritance taxes

Residents of the Netherlands

Gift or inheritance taxes will be levied in the Netherlands with respect to a transfer of the Notes by way of a gift by, or on the death of, a holder of such Notes who is resident or deemed resident of the Netherlands at the time of the gift or his/her death.

Non-residents of the Netherlands

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

- i. in the case of a gift of a Note, Coupon, Talon or Receipt by an individual who on the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident in the Netherlands; or
- ii. the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be a resident in the Netherlands.

For purposes of the above, a gift of Notes made under a condition precedent (*opschortende voorwaarde*) is deemed to be made at the time the condition precedent is satisfied.

For purposes of Dutch gift and inheritance taxes, amongst others, a person that holds the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the ten years preceding the date of the gift or his/her death. Additionally, for purposes of Dutch gift taxes, amongst others, a person not holding the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the twelve months preceding the date of the gift. Applicable tax treaties may override deemed residency.

11.5. | Value added tax (VAT)

No Dutch VAT will be payable by the holders of the Notes on (i) any payment in relation to the issuance of the Notes or (ii) the payment of interest or Principal Amount by the Issuer in relation to the Notes, Coupons, Talons or Receipts.

11.6. | Other taxes and duties

No Dutch registration taxes, stamp duties or any other similar document taxes or duties, other than court fees, will be payable by the holders of the Notes in respect of (i) the issuance of the Notes or (ii) the payment of interest or Principal Amount by Issuer in relation to the Notes, Coupons, Talons or Receipts.

11.7. | Withholding Tax

All payments of interest and Principal Amount by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes, Receipts, Coupons or Talons can be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or any political subdivision or taxing authority thereof or therein in accordance with applicable law.

12 | Subscription for the Notes

12.1 General

General

There are a maximum of 50.000 Notes available. The nominal value of a Note is EUR 1,000 per Note. The issuance Price of the Notes has been set to 100% but can be changed by the Issuer at the time of the issuance. The minimum subscription is 100 Notes, totalling a minimum subscription amount of EUR 100,000.

Offering Period: In principle, subscription will be open for one year after the date of this Information Memorandum, or sooner when the maximum value of the Loan of EUR 50,000,000, has been reached. Once the Offering Period has closed, the Issuer will determine the definitive amount and publish it on its website (www.cecmif1.nl). The Issuer can close the Offering Period at any time. The Issuer can, at its own discretion, resolve to extend the Offering Period once for a further period of maximum two (2) months in case the minimum denomination of the Loan of EUR 35,000,000 has not yet been passed.

Admission or trading on Euronext Growth will be requested after the Offering Period.

Subscription procedure

Investors who want to subscribe to Notes must contact the investment bank where they wish to receive the Notes if they are assigned. This investment bank can subsequently contact the Paying & ENL Agent, KAS BANK. Investors must consider the fact that their investment bank may charge costs and may have a closing time that is earlier than the time previously specified.

Subscriptions will be handled in the order in which they are received. If more Notes are subscribed to than there are available for allocation, subscriptions can be fully or partially disregarded.

If subscriptions are taken into consideration and Notes are allocated in response to those subscriptions, investors will be informed by the investment bank through which they subscribed of the number of Notes allocated to them and the amount payable.

Trading may be commenced before notification has been given.

Transfer and payment of Notes

Transfer and payment will take place in book-entry form to the investment bank upon the Issue Date. The Issuer will not charge the Noteholders issue costs, commission or costs regarding payments made in accordance with the Terms and Conditions.

Refusal of subscriptions

The Issuer can fully or partially refuse or decide not to effectuate a subscription without substantiation. Any payments in relation to subscriptions to Notes that are refused or not effectuated will be reversed to the bank account number from which the original payment was made. In case of a reversal, no compensation of interest on the reversed amount will be paid.

Results of the issuance

The issuance results will be published by the Issuer on or around the date of the issuance of the Notes on www.cecmif1.nl.

Post issuance reporting

The Issuer does not intend to provide post-issuance transaction information regarding the Notes and the performance of the Debt Portfolios.

Questions and advice

If you still have any questions after reading this Information Memorandum, please contact your investment bank or broker. The Issuer advises persons considering participating but with insufficient knowledge of tax, financial or legal subjects to seek the advice of an expert.

12.2 Factors crucial to estimating the market risk associated with the Notes

Before subscribing for the Notes, please note that these Notes are not a suitable investment for every investor. Potential investors in these Notes would do well to assess the suitability of the investment in the light of their own circumstances. More specifically, every potential investor should meet the following requirements:

- Possess sufficient expertise in and experience with investing in these Notes and the factoring market to be able to assess the Notes, the advantages and disadvantages of investing in the Notes, the information which is included in this Information Memorandum or incorporated in it by reference, the Terms and Conditions and the Trust Deed on their own merits;
- Possess sufficient expertise and experience to be able to assess an investment in the Notes within the framework of his/her own financial situation, and the ability to evaluate the effect such an investment will have on his/her entire investment portfolio;
- Generally have an aggressive investment strategy;
- Possess sufficient financial resources to be able to bear all the risks associated with investing in these Notes, which is to say the consequences of any risks associated with his/her investment, which, in the worst-case scenario, may involve the complete loss of his/her deposit and of any profits owed but not yet paid to him/her;
- Have a thorough understanding of the Terms and Conditions; and
- Be able (either independently or through a financial advisor) to establish potential scenarios in relation to financial factors and other factors that may affect the investment, and have the capital required to be able to bear the risks represented by these scenarios. Possess sufficient financial resources to be able to invest a minimum amount of EUR 100,000 and to be able to bear the potential full loss of such investment.

13 | Definitions

The terms and abbreviations defined below start with a capital letter and, unless the context expressly shows otherwise, have the meaning assigned to them.

Definitions in the singular are deemed to include the plural and definitions in the plural are deemed to include the singular.

AFM:	The Dutch Financial Markets Authority (<i>Stichting Autoriteit Financiële Markten</i>)
Annex:	An annex to his Information Memorandum
Bank:	A 'bank' within the meaning of Section 1:1 DFSA
CECM II:	CE Credit Management II B.V.
DCC:	The Dutch Civil Code (<i>het Burgerlijk Wetboek</i>) as amended at any time
Debt Portfolio:	A collection of claims/receivables
Deed of Pledge:	The deed used to establish a Right of Pledge
DFSA:	Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>)
DNB:	The Dutch Central Bank (<i>De Nederlandsche Bank N.V.</i>)
Dutch GAAP:	The Generally Accepted Accounting Principles in the Netherlands
Early Redemption:	Redemption of a Note before its Redemption Date
Euroclear Nederland:	"Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V."
Financial Statements:	The annual and (if applicable) semi-annual accounts of the Issuer as prepared in accordance with Title 2:9 DCC
Euronext Growth:	The multilateral trading facility (MTF), within the meaning of the Belgian Act of 2 August 2002 on the supervision of the financial industry and financial services, which operates under the banner of Euronext in Brussels
Initiator:	Direct Pay Beheer B.V., registered at the Chamber of Commerce under number 24396891
Interest:	The cash compensation for the subscription for a Note
Interest Payment Date:	A date upon which Interest becomes due

Issue:	The issuance of Notes
Issue Date:	The specified date Notes are or going to be Issued after the Offering Period
Issuer:	CE Credit Management Invest Fund 1 B.V., registered at the Chamber of Commerce under number 74325051
Loan:	The exaggerate amount of the money borrowed by Issuer from the Noteholders through the Notes
Noteholder:	A person entitled to a Note
Notes:	The rights of a Noteholder registered with Euroclear with respect to the Note
Offer:	The invitation by the Issuer to prospective investors to subscribe for the Notes under the terms and conditions as set out in the Information Memorandum
Offering Period:	The period that starts on the date of this Information Memorandum until its first anniversary, or sooner until time before that when the maximum value of the Loan has been reached
Principal Amount:	The nominal amount of the Note, also being the issue price of a Note
Proceeds:	The payment received by the Issuer for the issuance of Notes
Information Memorandum:	This information memorandum for the Offer of the Notes
Purchase Agreement:	A purchase agreement between the Servicer and the Issuer governing the purchase of a Debt Portfolio
Redemption:	Repayment of the Note by or on behalf of the Issuer
Redemption Date:	The date on which the Issuer must redeem the Notes
Right of Pledge:	The Right of Pledge (<i>pandrecht</i>) under Dutch law on a Debt Portfolio established by Issuer as Pledgor and to Stichting Obligatiehouders CECMIF1 as Pledgee for the benefit of the Noteholders
Security Agent:	Stichting Obligatiehouders CECMIF1, registered at the Chamber of Commerce under number 74324950
Servicer:	Direct Pay Services B.V., registered at the Chamber of Commerce with number 24396800
SLA	The service agreement (Service Level Agreement) that the Issuer will enter into with the Servicer and in which agreements are made on the grounds of which the Servicer will be charged with the selection,

	the recovery and the possible purchase and sale of Debt Portfolios (or parts thereof) from and/or third parties
Taxes:	Taxes are involuntary fees levied on individuals or corporations and enforced by a government entity - whether local, regional or national in order to finance government activities
Terms and Conditions	The terms and conditions applicable to the Notes, as set out in Annex I to this Information Memorandum
Trust Deed	The applicable terms and conditions as agreed between the Security Agent and the Issuer, as set out in Annex II
Trust Office	A trust office as referred to in the Act on Trust Offices Supervision 2018
Use of Proceeds:	The allocation by the Issuer of the Proceeds
Website:	The Website of the Issuer with URL: www.cecmif1.nl
Wge:	The Dutch Securities Giro Act (<i>Wet giraal effectenverkeer</i>)

14 | Parties involved

The following parties are involved in the Offering :

<p style="text-align: center;">The Issuer</p> <p style="text-align: center;">CE CREDIT MANAGEMENT INVEST FUND I B.V.</p> <p style="text-align: center;">Blaak 16 3011 TA Rotterdam Registration number with the Dutch Trade Register: 74325051 +31 (0)88 900 6653 www.cecmif1.nl</p>	
<p><u>Servicer</u> Direct Pay Services B.V. Blaak 16 3011 TA Rotterdam The Netherlands www.directpay.nl</p>	<p><u>Initiator</u> Direct Pay Beheer B.V. Blaak 16 3011 TA Rotterdam The Netherlands</p>
<p><u>Security Agent</u> Stichting Obligatiehouders CECMIF1 Blaak 16 3011 TA Rotterdam The Netherlands</p>	<p><u>Management board of the Security Agent</u> Direct Pay Beheer B.V.³ Blaak 16 3011 TA Rotterdam The Netherlands</p>
<p><u>Paying- & ENL Agent</u> KAS BANK N.V. De entree 500 1101 EE Amsterdam The Netherlands www.kasbank.com</p>	<p><u>Financial intermediary (placing agent)</u> Merit Capital Museumstraat 12D 2000 Antwerp Belgium www.meritcapital.eu</p>
<p><u>Depository agent</u> Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (Euroclear Nederland) Herengracht 469 1017 BS Amsterdam The Netherlands</p>	<p><u>Involved accountants</u> Deloitte B.V. 2970 Gustav Mahlerlaan 1081 LA Amsterdam The Netherlands www.deloitte.nl</p>

³ It is envisaged that soon after the date of this Information Memorandum, the board of the Security Agent will change and a Trust Office will be appointed as management board.

15 | Documents (incorporated by reference)

Documents incorporated by reference

The following documents, which have previously been published or are published simultaneously with this Information Memorandum, shall be deemed to be incorporated in, and to form (an integral) part of, this Information Memorandum:

- i. The Issuer's deed of incorporation and articles of association
- ii. The Security Agent's deed of incorporation and articles of association
- iii. Credit rating report of the Issuer that has been issued by Creditreform Rating AG

From the date of this Information Memorandum and for the life thereof, copies of the documents incorporated by reference (as listed above) may be physically inspected at the registered office of the Issuer during normal business hours and copies of such documents will, when published, be available free of charge from such office during normal business hours. Furthermore, copies of the documents incorporated by reference (as listed above) may be obtained free of charge on the Website: www.cecmif1.nl

The Information Memorandum and other supplementary information

Copies of this Information Memorandum may be obtained at no cost on the Website (www.cecmif1.nl), or obtained by post or e-mail (info@cecmif1.nl) from the Issuer.

Upon request, any interested party will be furnished, at cost price, with such data pertaining to the Issuer, the Servicer and/or the Security Agent as must be included in the Trade Register in accordance with legal provisions.

Annexes

Annexes I to V form an integral part of this Information Memorandum.

Annex I	Terms and Conditions
Annex II	Trust Deed
Annex III	Deed of Pledge Debt Portfolios
Annex IV	Statement of Issuer's shareholder
Annex V	Curricula Vitae board members of the Security Agent

Annex I: Terms and Conditions of the Notes

On 19 April 2019 a Trust Deed was signed in which the provisions are laid down whereas **STICHTING OBLIGATIEHOUDERS CECMIF1** (the "**Security Agent**") in connection with the issue of 50.000 negotiable Notes, admitted to trading on Euronext Growth in Brussel, with a nominal value of EUR 1,000 per Note by **CE CREDIT MANAGMENT INVEST FUND I B.V.** (the "**Issuer**") will act for and on behalf of the holders of the Notes (the "**Noteholders**").

The rights and powers granted to the Security Agent in the Trust Deed belong exclusively to the Security Agent and explicitly not to the Noteholders. The exercise by and position of the Security Agent is – by way of (extra-legal) government – a characteristic of the (progress) rights of the Noteholder with regard to the Note(s) held by him (a legal figure "sui generis") and therefore binding for the Noteholder and explicitly does not rely on representation, power of attorney or (agreement for) mandate.

The rights and obligations of the Security Agent laid down in the Trust Deed and these terms and conditions of the Notes (the "**Terms and Conditions**") limit the powers of the Noteholders regarding the Notes from the moment of issue of the Notes. The Noteholders are deemed to have submitted themselves to the provisions of these Terms and Conditions.

ARTICLE 1 - NOTES

- 1.1 The Issuer issues the Notes to the Noteholders according to the terms and conditions as described in these Terms and Conditions. The Noteholders should read the Terms and Conditions in conjunction to the provisions of the Trust Deed and are bound by it.
- 1.2 The Notes amount to EUR 1,000 nominal, - per Note ("**Principal Amount**"). The issue price per Note is equal to the Principal Amount. The Loan, consisting of Notes with certain characteristics and specific designation, has a maximum of EUR 50,000,000. There are a maximum of 50.000 Notes available. The Notes are continuously numbered from 1 to 50.000 respectively.
- 1.3 An investor may only subscribe to the Notes for a minimum amount of EUR 100,000 (so must subscribe for 100 Notes as a minimum).
- 1.4 The Notes will be available and deliverable in book-entry form under the Dutch Act on Securities ("Wge"), as shares in a giro depot or collective depot. The Issuer and the Security Agent shall keep a register of the Notes (or have it kept) in which Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. in Amsterdam ("Euroclear Nederland"), the central institute within the meaning of the Wge, shall be included for the purpose of the book-entry marketability of the Notes under the Wge ("Register"). Noteholders may hold the Notes in book-entry form at an institution affiliated to Euroclear Nederland (as a share in a collective depot) or, where applicable, in securities accounts with Euroclear Nederland (as a share in a giro depot). Delivery within the meaning of the Wge of the Notes is excluded.
- 1.5 The Notes are issued in registered form. No certificates will be issued for the Notes.
- 1.6 Admission of the Notes to trading (listing) on Euronext Growth will take place after the Offering Period.

- 1.7 The maturity of the Notes is at the maximum five (5) years for all Notes as of the Issue Date.

ARTICLE 2 - RANKING NOTES

- 2.1 The obligations of the Issuer under the Notes constitute direct obligations of the Issuer. The Notes are of equal rank among themselves and with respect to each other, without any difference in preference.
- 2.2 Noteholders are of at least equal rank in relation to all current and future unsecured creditors of the Issuer. The Issuer will not attract any bank financing. The obligations of the Issuer towards the Noteholders under the Loan are therefore not (and will not be) subordinated to obligations of the Issuer towards other creditors.

ARTICLE 3 - PURPOSE OF THE LOAN

- 3.1 The proceeds under the Loan (the “**Proceeds**”) will be used by the Issuer as follows:
- a. Firstly, to buy and acquire the entire Debt Portfolio of CECM II, which purchase price will amount to a maximum of EUR 15 million;
 - b. Secondly, to buy and acquire new (yet to be composed) Debt Portfolio with a market value of approximately between EUR 0-34 million;
 - c. Thirdly, for the payment of a 2% placement fee to Merit Capital who will be acting as placing agent with respect to the Notes, which fee will be calculated over the total Principal Amount of the Notes issued under the Loan.

The exact purchase price for the respective Debt Portfolios has yet to be determined and depends on the exact composition of it.

- 3.2 The proceeds generated from the collection and execution of the Debt Portfolios will be used by the Issuer to (i) buy and acquire new Debt Portfolios, (ii) pay court fees and other costs which are directly related to the collecting and eviction of the Debt Portfolio, (iii) fulfil its obligations under this Loan towards the Noteholders and (iv) for the payment of the costs of ordinary business activities.

ARTICLE 4 - ALLOCATION AND ISSUE OF DEBT SECURITIES AND CASH DEPOSITS

- 4.1 The offering period of the Notes (the “**Offering Period**”) will commence at the date of this Information Memorandum and will last for one year thereafter, or sooner when the maximum value of the Loan of EUR 50,000,000, has been reached.
- 4.2 The Issuer can, at its own discretion, resolve to extend the Offering Period once for a further period of maximum two (2) months in case the minimum denomination of the Loan of EUR 35,000,000 has not yet been passed. Furthermore, the Issuer can resolve at any time to limit, suspend or exclude the Offer and Issue of the Notes. Any such resolution will be announced on the Website.
- 4.3 Investors who wish to subscribe to the Notes should contact their investment bank (i.e. the institution affiliated to Euroclear Nederland) where they hold the securities account, on which they would like to receive the Notes in the event of allotment. This investment bank can contact KAS BANK, which will act as custodian and the party responsible for corporate action and payment

services. Investors should consider that their investment bank may charge fees and use a closing time that is earlier than the closing time given above.

- 4.4 Subscription shall be processed based on the order in which they are received. If more Notes are subscribed to than are available for allotment, subscriptions cannot be considered in whole or in part.
- 4.5 If subscriptions are considered and Notes are allocated to them, investors will be informed via the investment bank through which they have subscribed about the number of Notes allocated to them and the amount to be paid.
- 4.6 Delivery and payment regarding a Note will be made by giro via the investment bank on the Issue Date. The Issuer will not charge the Noteholders any issue costs, commissions or costs in respect of payments made in accordance with the Terms and Conditions.
- 4.7 The Issuer explicitly reserves the right to refuse to affect a subscription, in whole or in part, without giving reasons. Any payments in connection with the subscriptions for Notes that are refused or not effected will be deposited into the bank account number of which the original payment was made. In the event of reversal, no interest will be paid on the amount of the reversed amount.

ARTICLE 5 - INTEREST (FIXED COUPON)

- 5.1 All Notes bear interest on their outstanding Principal Amount with effect from the Issue Date at an interest rate of 6.5% (six and a half percent) per annum (the "**Interest**").
- 5.2 Without prejudice to the provisions of article 5.3 below, Interest shall be made payable twice per calendar year in arrears in equal parts (of 3.25%) and on the first (1st) working day after 1 January and 1 July (the "**Interest Payment Date**"), for the first time on 1 January 2020, on the understanding that if an Interest Payment Date in any year does not fall on a business day, the interest then due will be paid on the next business day. In such a case, the Issuer will not be liable for interest or any other compensation in connection with such deferred payment.
- 5.3 If, in the exclusive opinion of the management of the Issuer, the liquidity position of the Issuer is not enough to pay the Interest on an Interest Payment Date, the payment obligation in respect thereof shall be suspended and the subsequent Interest due shall be increased by the shortfall on the earlier Interest due. In that case, the Issuer will owe additional interest of two five/tenth percent (2.5%) per annum on the accrued and not yet paid Interest over the period from the Interest Payment Date on which the Issuer would initially have paid the Interest until the Interest Payment Date on which payment still takes place. The Issuer may exercise the right of suspension a maximum of three (3) times during the term.
- 5.4 The Notes cease to bear Interest with effect from the (early) Redemption Date, as described in article 6 of the Terms and Conditions.
- 5.5 If on the Redemption Date payment of the Principal Amount is wrongly not made or there is any other negligence in respect of payment, the Interest continues to grow until the date on which all amounts due in respect of the Notes have been paid.

ARTICLE 6 - (EARLY) REDEMPTION

- 6.1 In principle, the Issuer redeems the Notes after maximum five (5) years, for all outstanding Notes to be counted from the Issue Date, against their Principal Amount, such to be increased with the outstanding unpaid Interest.
- 6.2 Notwithstanding the previous provision (article 6.1), the Issuer has the right to prepay the Notes as of two years after the Issue Date (the “**Early Redemption**”). In case of Early Redemption, the Issuer is obliged to announce such redemption at least two (2) months prior to the actual date of the Early Redemption. Early Redemption can only take place on an Interest Payment Date.
- 6.3 Early Redemption can take place either in part or in full. In the case of partly Early Redemption, the Nominal Amount of each Note will be reduced proportionally with the amount that will be early repaid by the Issuer. In case of full Early Repayment, the (Nominal Amount of the) Notes will be fully paid off, to be increased by the Interest payable at the date of Early Redemption.
- 6.4 In case of an Early Redemption, the Noteholders Will be entitled to a penalty interest of 1% of the Nominal Amount of each Note, irrespective of the remaining duration of the Notes at the time of redemption. This penalty interest shall be paid by the Issuer to the Noteholders on the Interest Payment Date, together with the respective Early Redemption.

ARTICLE 7 - PAYMENTS

Payments in respect of the Notes (including payments in respect of Principal Amount and Interest) will be made in Euros and in accordance with the provisions thereof in Article 5.1 of the Trust Deed.

ARTICLE 8 - TAXES

All payments in respect of the Notes by or on behalf of the Issuer are made without deduction or deduction for or because of current or future taxes, levies, assessments or government costs of any kind (the “Taxes”), unless the deduction or deduction of the Taxes is required by law. In that case, the Issuer will process the required deduction or withholding of the relevant Taxes on behalf of the Noteholders and the Issuer will not pay any additional amounts to the Noteholders.

ARTICLE 9 - PRESCRIPTION PERIOD

Claims in respect of the Notes (including claims in respect of the Principal Amount and Interest) become time-barred by a period of five (5) years after the date on which the payment was concerned to become due.

ARTICLE 10 - TRANSFER

- 10.1 The Notes are directly transferable. The Notes are traded on Euronext Growth in Brussels. Euronext Growth is not a regulated market within the meaning of the EU Directives and MiFID2 or the Dutch Act on Financial Supervision but a multilateral trading facility (MTF), which is a non-regulated market within the meaning of the Belgian Act dated 2 August 2002 regarding monitoring of the financial industry and financial services, which operates under the banner of Euronext in Brussels. Euronext Growth in Brussels is a non-regulated market in the sense of that Act.

- 10.2 Delivery of Notes or encumbrance of the Notes with a limited right shall take place in accordance with the provisions of the Wge.

ARTICLE 11 - DEFAULT

There is default on the part of the Issuer if:

- I. the Issuer remains in default with respect to the payment of the Principal Amount or a part of the Principal Amount due in respect of the Notes or a part of the Notes and the negligence concerned lasts at least thirty (30) days; or
- II. no Interest is paid, or payment of interest is suspended while the interest payment obligation during the maturity has already been suspended three (3) times by the Issuer, and the relevant negligence persists for at least thirty (30) days after the Issuer has received a notification by registered letter from the Security Agent in which this negligence is found; or
- III. the Issuer fails to perform or comply with any other obligation under the Loan (i.e. an obligation under the Terms and Conditions and/or the Trust Deed) and the negligence continues for a period of at least thirty (30) days after the Issuer has received a notification by registered letter from the Security Agent in which this negligence is established; or
- IV. a security provided by the Issuer for one or more Note(s) threatens to be disposed; or
- V. the Issuer is declared bankrupt, a petition for a moratorium or debt restructuring has been filed with the court, or the Issuer is wound up, liquidated and/or liquidated (also insofar as this is done in the context of a reorganisation or merger), or the Issuer acknowledges in writing that it is unable to pay its debts when they fall due or enters into an arrangement with creditors; or
- VI. the Issuer ceases or threatens to cease its business activities or a substantial part thereof; or
- VII. a decision, authorisation, approval, consent, application, registration or exemption that is necessary for the realisation and delivery of the Notes on behalf of the Issuer and the fulfilment of the obligations of the Issuer under the Notes is withdrawn or amended or is otherwise no longer fully in force, or it is unlawful for the Issuer to fulfil its obligations under the Notes or the Issuer contests or rejects the validity or enforceability thereof.

In case of default, the Security Agent will do all that it is entitled to based on article 4 of the Trust Deed.

ARTICLE 12 - MEETING OF NOTEHOLDERS

- 12.1 A meeting of Noteholders will be held (i) if the Security Agent deems this desirable, (ii) at the written request of the Issuer; or (iii) at the written request of the holders of at least thirty percent (30%) of the total nominal number of outstanding Notes. A written request as referred to above must contain the subject to be dealt with.
- 12.2 The meeting of Noteholders shall be called by the Security Agent. The Security Agent will convene the meeting of Noteholders no later than within one (1) month after receipt of the written request to that effect. Noteholders will receive a letter convening the meeting of Noteholders at least

fifteen (15) days before the day on which the meeting is held. The convocation letter must contain the subjects to be discussed, the place where the meeting of Noteholders will be held as well as an accompanying explanation.

- 12.3 In urgent cases, such at the discretion of the Security Agent, the notice period with regard to the meeting of Noteholders can be reduced to seven (7) days, not counting the day of the meeting and of the notice.
- 12.4 If the Security Agent remains in default with convening a meeting of Noteholders, as referred to in article 12.2, the Issuer or the requesting Noteholders themselves have the right to call a meeting of Noteholders with due observance of the terms and formalities described in that article.
- 12.5 The meeting of Noteholders shall be chaired by a person to be appointed by the Security Agent. If the person designated by the Security Agent is not present at the meeting or the Security Agent has not designated a person, the meeting of Noteholders will be chaired by a person to be designated by the meeting from among its members.
- 12.6 A meeting of Noteholders will vote by means of ballot papers. Each Note entitles its holder to one vote in the meeting of Noteholders.
- 12.7 Unless it concerns a qualified resolution (as defined in article 12.8 below), decisions will be taken in the meeting of Noteholders with an absolute majority of votes.
- 12.8 In the event that the resolutions of the meeting of Noteholders relate to subjects as described below, these can only be taken with a majority of two-thirds (2/3) of the votes cast at a meeting at which at least two-thirds (2/3) of the total number of outstanding Notes is present or represented (a "qualified resolution"). These topics relate to:
 - a) changing the maturity of the Notes and/or changing the Interest Payment Date; or
 - b) the reduction of the Principal Amount in respect of and the Interest on the Notes; or
 - c) changing the Terms and Conditions that relate to the immediate payment of Principal Amount and/or Interest by the Issuer in a way that is disadvantageous for the Noteholders;
 - d) dismissing a director of the Security Agent and agreeing to the appointment of a director of the Security Agent as referred to in article 7 of the Trust Deed; or
 - e) the granting of an authorisation as referred to in article [3.3, 7.4 or 10.3] of the Trust Deed or article [14] of these Terms and Conditions.

If in such a meeting of Noteholders two-thirds (2/3) of the number of outstanding Notes are not present or represented, a second meeting of Noteholders will have to be held within four (4) weeks thereafter, with due observance of the same convening formalities as the first meeting of Noteholders, at which another qualified resolution can be taken and at which at least half (1/2) of the number of outstanding Notes will have to be present or represented.

ARTICLE 13 - NOTIFICATIONS

- 13.1 All notifications to holders of Notes must be made by means of placing the notification on the website of the Issuer, accessible via www.cecmif1.nl. Each notification shall be deemed to have been made on the seventh (seventh) day after it is so filed.
- 13.2 Notices by the Noteholders (to both the Issuer and the Security Agent) must be made in writing by sending them to the address of the Security Agent.

ARTICLE 14 - MODIFICATION OF TERMS AND CONDITIONS

This at the exclusive discretion of the Security Agent and the Issuer, may they jointly decide to amend these Noteholders' Terms and Conditions of the Note without the consent of the Noteholders if it concerns changes of a non-material nature and/or if it concerns changes of a formal, subordinate and/or technical nature that do not harm the interests of the Noteholders.

Modification of these Noteholders' Terms and Conditions of the Note other than as referred to above can only take place by means of a resolution of the Security Agent with the consent of the Issuer and authorisation to do so from the meeting of Noteholders, for which authorisation a qualified resolution is required. The Noteholders will be informed within seven (7) days about the change of the Terms and Conditions.

Annex II: Trust Deed

THE UNDERSIGNED,

1. **CE Credit Management Invest Fund 1 B.V.** is a limited liability company incorporated under Dutch law on 19 March 2019 by notarial deed, having its corporate seat in Rotterdam. The Issuer's office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Issuer is registered at the Chamber of Commerce under company number 74325051 ("**Issuer**").
2. **Stichting Obligatiehouders CECMIF1** is a foundation established under Dutch law on 19 March 2019. The Security Agent's offices (and, for the purposes of the Notes, its official seat) is located at Blaak 16, 3011TA Rotterdam], the Netherlands. The Security Agent is registered at the Chamber of Commerce under company number 74324950 ("**Security Agent**").

REGARDING:

The bond loan (the "**Loan**") has a maximum nominal value of EUR 50,000,000 divided in 50.000 Notes with a nominal value of EUR 1,000 each (the "**Notes**"). The Notes will be admitted to trading (listed) on Euronext Growth in Brussels, Belgium. The Notes are offered by the Issuer under the terms and conditions as set out in the Information Memorandum dated 19 April 2019.

TAKING INTO ACCOUNT THAT:

- A. The Loan has a maximum nominal value of EUR 50,000,000;
- B. The holders of the Notes (the "**Noteholders**") wish to centralise the representation of their rights on account of the loan with the Security Agent, including (but not limited to) in connection with the security rights established or to be established by the Issuer in connection with the loan and/or parallel claim (see below under 2); and
- C. The Security Agent has declared itself willing and is equipped for this purpose to act in respect of the Noteholders' Loan for and on behalf of the Noteholders, all this in accordance with the provisions of this Trust Deed (the "**Trust Deed**");

HEREBY AGREE AS FOLLOWS:

1. NOTES AND ADMINISTRATION

- 1.1 The Loan has a maximum size of EUR 50,000,000 and consists of a maximum of 50.000 Notes. The Notes are offered and issued by the Issuer under the terms and conditions as included in the Information Memorandum.
- 1.2 All Notes are governed by the Terms and Conditions as included in Annex I to the Information Memorandum, all this in connection with the provisions of this Trust Deed;
- 1.3 The Notes will be available and deliverable in book-entry form under the Securities Giro Transactions Act (Wet Giraal Effectenverkeer, "**Wge**"), as shares in a giro depot or collective depot. The Issuer and the Security Agent shall keep a register of the Notes (or have it kept) in which "Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V." in Amsterdam, the Netherlands ("**Euroclear Nederland**"), the central institute within the meaning of the Wge, shall be included for

the purpose of the book-entry marketability of the Notes under the Wge ("register"). Noteholders may hold the Notes in book-entry form at an institution affiliated to Euroclear Nederland (as a share in a collective depot) or, where applicable, in securities accounts with Euroclear Nederland (as a share in a giro depot). Delivery within the meaning of the Wge of the Notes is excluded.

2. PARALLEL CLAIM

- 2.1** Noteholders cannot institute their own, individual rights of action and/or direct actions against the Issuer. The (claim) rights of the Noteholders, both towards the Issuer as well as toward third parties, are exercised by the Security Agent without intervention or cooperation of or consultation with the Noteholders, except for those cases in which the Noteholders must be consulted based on legislation and regulations or case law.
- 2.2** The Issuer hereby irrevocably and unconditionally undertakes towards the Security Agent to pay an amount to the Security Agent equal to the total of the amounts that the Issuer will owe from time to time to the Noteholders in connection with the Loan, all this as included in, among other things, the Terms and Conditions and this Trust Deed. The rights of claim of the Security Agent against the Issuer are referred to below: **"Parallel Claim"**.
- 2.3** The Security Agent is authorized to enforce the obligations of the Issuer under the Notes, at least the Terms and Conditions, and may always at its discretion - but taking into account the interests of the Noteholders - dispose of the rights of those Noteholders under the Terms and Conditions.
- 2.4** Each of the Parties to this Trust Deed recognizes:
- (a)** that the Parallel Claim concerns a right of claim of the Security Agent against the Issuer that is separate and independent from, and does not affect, the rights of claim of the Noteholders against the Issuer under the Notes, at least the Terms and Conditions; and
 - (b)** that the Parallel Claim is offset by an independent debt of the Issuer towards the Security Agent to the satisfaction of the Parallel Claim, on the understanding that the amount of the Security Agent pursuant to article 2.2 of this Trust Deed at any time will have to claim as its Parallel Claim, will never exceed the total of the amounts that the Noteholders will have to claim from the Issuer at that same time pursuant to the Notes, and/or the Terms and Conditions.
 - (c)** that the Issuer is in default of its obligations under the Parallel Claim if and as soon as the Issuer, in accordance with Article 11 of the Terms and Conditions, is in default of its obligations to the Noteholders.
- 2.5** Insofar as the Security Agent inviolably receives an amount from the Issuer in settlement of the Parallel Claim, this amount must be distributed by the Security Agent in accordance with the provisions of this Trust Deed and/or the Noteholders' Terms and Conditions among the Noteholders who are creditors by virtue of the Notes and/or the Noteholders' Terms and Conditions. After inviolable receipt of an amount thus distributed by a Noteholder (the "distributed amount"), the obligations under the Notes and/or the Terms and Conditions towards the Issuer will be reduced, insofar as necessary pro rata, with amounts that together form an amount (the "deductible

amount") that is equal to the distributed amount or in such a way as to be called the deductible amount in settlement of the obligations under the Notes and/or Terms and Conditions received on a day of receipt of the distributed amount by the Noteholder concerned.

3. SECURITY RIGHT

- 3.1** The Parallel Claim of the Security Agent will be strengthened by:
a silent pledge, first in rank, by the Issuer in favour of the Security Agent on all current and future claims of the Issuer on third parties by virtue of the "Debt Portfolios" (as defined in the Terms and Conditions).

The security right will be established by separate private (pledge) deed, in accordance with the statutory requirements for the establishment of the relevant pledge.

- 3.2** The Security Agent shall act with due observance of the provisions of this Trust Deed in the "management" and the possible enforcement of the security rights. The Security Agent undertakes to exercise its rights arising from these security rights exclusively with due observance of the interests of the Noteholders.

- 3.3** The Security Agent is not entitled towards the Noteholders, without prejudice to the provisions below in 3.4, to waive any security right to which it is entitled, except after authorisation of the meeting of Noteholders, unless the Issuer has fully unconditionally and irrevocably paid all that it may owe in respect of the Notes (including "Principal Amount" and "Interest", all this as defined in the Terms and Conditions). The authorisation as referred to above requires a "qualified decision" (as defined in article 12.8 of the Terms and Conditions).

- 3.4** The Security Agent is entitled to waive any security right to which it is entitled, such without the approval of the meeting of Noteholders as referred to in article 3.3 being necessary, if the Issuer, in the exclusive opinion of the Security Agent, provides enough substitute security, which in form and content is acceptable to the Security Agent.

4. IMMEDIATE PAYABILITY; CHANGE IN RIGHTS

- 4.1** If in respect of Notes there is a default, as referred to in article 11 of the Terms and Conditions, the Security Agent will be allowed, at its own discretion, or at the written request of holders of at least fifty percent (50%) of the total nominal amount of outstanding Notes, to immediately claim the Loan (including Principal Amount and/or Interest) and/or Parallel Claim, with due observance however of the provisions in article 4.2 below.

- 4.2** If the Issuer, after claiming, remains in default of payment of the Interest and/or Principal Amount, then the Security Agent, at its own discretion, or at the written request of Noteholders of at least fifty percent (50%) of the total nominal number of outstanding Notes, will be entitled to enforce payment through all means offered by Dutch law.

- 4.3** If in respect of the Notes there is a situation of default, as referred to in article 11 of the Terms and Conditions, the Security Agent may arrange with regard to the fulfilment of the (payment) obligations of the Issuer pursuant to those Notes. If such an arrangement involves the reveal,

reduction or change of rights of Noteholders, such reveal, reduction or change cannot take place until after authorisation to do so from the meeting of Noteholders, taken with a qualified decision, with the exception of the urgent cases as referred to in article 4.4 below.

- 4.4** In urgent cases, such as reorganisation, impending bankruptcy or impending suspension of payment of the Issuer, such at the discretion of the Security Agent, the Security Agent will be entitled to wholly or partially disclose, reduce or change the rights of Noteholders, after obtaining approval of the meeting of Noteholders in accordance with article 12 of the Noteholders' Terms and Conditions. For whether or not the Security Agent makes use of the authority granted in this article 4.4, or the manner of use thereof, as well as the consequences thereof, the Security Agent is never liable, except in case of gross negligence or gross intent of the Security Agent.
- 4.5** When the Security Agent in accordance with this article 4 demands the Principal Amount of the Notes or the remaining part thereof, increased with Interest as well as costs, it will be authorized to make up the account of all Notes outstanding according to its administration, with the accrued Interest and of everything else by the Issuer in respect of the Loan with the costs - which also includes the salary of the Security Agent. The Issuer will behave according to the account, as it will have been drawn up by the Security Agent and will agree, that the possible enforcement of the security rights, judicial sale of and/or the attachment of goods will take place for the final amount of that account, subject to the right of the Issuer to such part of the proceeds of the sale as after full payment of the aforementioned final amount may be proven by him to be less indebted than for which his account was taxed.

5. PAYMENTS AND RECEIPTS

- 5.1** The Issuer shall ensure payments on account of the Notes (including Principal Amount and/or Interest) by transferring them directly to the bank account specified by Euroclear Nederland as stated in the Register, such for continued payment: (i) by Euroclear Nederland to its affiliated institutions that have a share in the giro depot in respect of the Noteholders, in proportion to those shares, and subsequently; (ii) by those affiliated institutions to the Noteholders that have a share in the collective depot in respect of those Notes, in proportion to those shares. The funds intended for payment on account of the Notes must be paid out by the Issuer no later than two (2) business days before the relevant "Interest Payment Date" (as defined in article 5.2 of the Terms and Conditions) and/or the date of redemption and paid into the bank account of Euroclear Nederland. As a result, the Issuer will have been discharged from both the Noteholders (in respect of the Notes) and the Security Agent (in respect of the Parallel Claim), and Euroclear the Netherlands will have been discharged by the payment to the relevant affiliated institution.
- 5.2** If the Security Agent in case of default, as referred to in article 11 of the Terms and Conditions, proceeds to the enforcement of security rights that are established as security for the fulfilment of the provisions in this Trust Deed and/or the provisions in the Terms and Conditions, then what has been determined above under article 2.5 in respect of the receipt and payment for the Security Agent of the Issuer received payments in respect of the Parallel Claim apply mutatis mutandis of the corresponding application.
- 5.3** Immediately after receipt of the funds, obtained by the enforcement of security rights, and with due observance of what has been determined in article 5.2 above, the Security Agent shall make the

funds obtained payable locally as to be determined by the Security Agent. The Security Agent shall ensure the continued payment of the aforementioned funds by transfer thereof to the bank account specified by Euroclear Nederland as stated in the Register, such for continued payment by it in accordance with the relevant provisions in article 5.1.

- 5.4** The amounts received by the Security Agent under this Trust Deed will first be used to repay:
- a) the costs, including the costs of collecting the receivables and the enforcement of securities;
 - b) the interest due as referred to in the Terms and Conditions;
 - c) the Principal Amount due as referred to in the Terms and Conditions.

6. OBLIGATIONS OF THE ISSUER

- 6.1** The Issuer is obliged to send a copy of all reports and annual reports that it is obliged to publish by or pursuant to the law to the Security Agent within fifteen (15) days after publication.
- 6.2** The Issuer shall timely and fully inform the Security Agent of all information and/or documentation to be provided to the Noteholders, in particular all information and/or documentation concerning (i) the developments with regard to the assets of the Issuer and (ii) the other developments with regard to the enterprise, at least insofar as these developments have or could have direct consequences for Noteholders.
- 6.3** The Noteholders are informed at least once a year by the board of the Issuer by means of an annual report (balance sheet, profit and loss account with limited explanation), without prejudice to the provisions in the Noteholders' Terms and Conditions regarding the information obligations towards the Security Agent.

7. ORGANISATION OF THE NOTE-HOLDERS' FOUNDATION

- 7.1** The Security Agent acts exclusively in the interest of the Noteholders jointly and is not entitled to let the interest of an individual Noteholder prevail.
- 7.2** The remuneration of the Noteholders foundation is regulated by separate agreement and is, with all costs arising from this Trust Deed as well as the Terms and conditions of the Note, for the account of the Issuer. These costs are capped at EUR 25,000 per annum towards the Issuer, excluding VAT.
- 7.3** With the exception of casting a vote in the meetings of Noteholders, as well as any other cases mentioned in this Trust Deed, or those cases in which the Noteholders must be consulted on the basis of legislation and regulations or case law, the rights and interests of the Noteholders, both vis-à-vis the Issuer and vis-à-vis third parties (other than Security Agent), will be exercised and represented by Security Agent without the intervention or cooperation of or consultation with Noteholders. Individual Noteholders cannot act directly in the situation as referred to in this article.
- 7.4** For the performance of acts other than as provided in this Trust Deed, the Security Agent requires the authorisation of the meeting of Noteholders, for which authorisation a qualified decision (as defined in article 12.8 of the Noteholders' Terms and Condition of the Note) is required.

- 7.5** The Security Agent performs its function without intervention or cooperation of or consultation with the Noteholders, acts for them in its capacity as trustee with respect to the Loan and is obliged to represent the Noteholders as often as it is addressed in that capacity.
- 7.6** In the event of the bankruptcy of the Issuer, the Security Agent, to the exclusion of the Noteholders, will be authorised to exercise all their rights under the Loan for their benefit.
- 7.7** The Security Agent will, by virtue of a resolution to that effect of the meeting of Noteholders, be able to provide itself with the assistance of one or more experts.
- 7.8** However, the Security Agent shall not be obliged to take any measure or take any steps that cause costs, then when against it security has been provided or in its name an amount has been deposited in its opinion sufficient to pay the costs to be incurred, all this either by the Issuer, by Noteholders or by others.
- 7.9** The Security Agent is not further liable towards the Noteholders and the Issuer with respect to the task, which it has assumed by this Trust Deed, other than for gross negligence or intent in the execution of its tasks. Nor shall it be responsible for any act or omission of persons or institutions engaged in good faith in the performance of its work.

8. BOARD OF THE SECURITY AGENT

- 8.1** The Security Agent is governed by such number of directors as is determined in the manner as determined in the Articles of Association of the Security Agent.
- 8.2** A director of the Security Agent is authorized to terminate his position by notifying the Security Agent, the Issuer and the Noteholders with due observance of a notice period of at least ninety (90) days.
- 8.3** A director of the Security Agent can be dismissed from the meeting of Noteholders by a qualified resolution.
- 8.4** The appointment of (new) directors of the Security Agent shall be made in the manner as stipulated in the Articles of Association of the Security Agent. A qualified resolution is required for the approval of the meeting of Noteholders with regard to the appointment of a director, as referred to in the Articles of Association of the Security Agent.

9. MEETING OF NOTEHOLDERS

- 9.1** The meeting of Noteholders is convened and held with due observance of the provisions in that respect in article 12 of the Noteholders' Terms and Condition of the Note.

10. APPLICABILITY AND AMENDMENT OF THE TRUST DEED

- 10.1** The Noteholders are deemed to have taken cognisance of this Trust Deed by registering on the Notes and declare at the subscription of the Notes that they joined this Trust Deed as a party.

10.2 The Security Agent and the Issuer, this at their exclusive discretion, may jointly decide to amend this Trust Deed without the consent of the Noteholders if it concerns changes of a non-material nature and changes of a formal, subordinate and technical nature that do not harm the interests of the Noteholders.

10.3 Modification of this Trust Deed other than as referred to in article 10.2 of this Trust Deed can only take place with the authorisation of the meeting of Noteholders by the Security Agent jointly with the Issuer. A qualified decision is required for an authorisation of the meeting of Noteholders as defined in article 12.8 of the Noteholders' Terms and Condition of the Note.

10.4 The Noteholders will be informed about the amendment of the Trust Deed in accordance with article 11 of the Trust Deed.

11. NOTIFICATIONS

11.1 All notifications to holders of Notes must be made by means of placing the notification on the website of the Issuer, accessible via www.cecmif1.nl.

11.2 Notices by the Noteholders must be made in writing by sending them to the address of the Security Agent.

12. APPLICABLE LAW AND COMPETENT COURT

12.1 Only Dutch law applies to this Trust Deed.

12.2 All disputes in connection with or as a result of this Trust Deed will be decided by the competent Dutch court.

Agreed and signed on : _____ 2019

CE Credit Management Invest Fund 1 B.V.

Signed by:

Function:

Date:

Stichting Obligatiehouders CECMIF1

Signed by:

Function:

Date:

Annex III: Deed of Pledge Debt Portfolios

THE UNDERSIGNED,

1. **CE Credit Management Invest Fund 1 B.V.** is a limited liability company incorporated under Dutch law on 19 March 2019 by notarial deed, having its corporate seat in Rotterdam. The Issuer's office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Issuer is registered at the Chamber of Commerce under company number 74325051 ("**Pledgor**").
2. **Stichting Obligatiehouders CECMIF1** is a foundation established under Dutch law on 19 March 2019. Its office (and, for the purposes of the Notes, its official seat) is located at Blaak 16, 3011TA Rotterdam, the Netherlands. Stichting Obligatiehouders CECMIF1 is registered at the Chamber of Commerce under company number 74324950 ("**Pledgee**").

Pledgor and Pledgee hereinafter also jointly referred to as "**Parties**" and each separate as "**Party**".

TAKING INTO ACCOUNT THAT:

The Pledgor was established in order to offer investors the opportunity to participate in a bond loan of a maximum size of EUR 50,000,000 (the "**Loan**"), consisting of a maximum of 50.000 notes with a nominal value of EUR 1,000 acht (the "**Notes**"). In connection with the offer and issue of the Notes by the pledgor, an Information Memorandum has been published dated 19 April 2019;

- A. Pledgor intends to attract funds by offering the Notes to the public in the Netherlands, Belgium, the United Kingdom and Germany. The Notes are subject to the Terms and Conditions, as set out in Annex I to the Information Memorandum;
- B. The Proceeds of the Loan by the Pledgor will be used to finance the activities of the Pledgor, being the management, selection, buying respectively acquiring, executing and possibly reselling to third parties of Debt Portfolios (consisting of claims on consumers in among others (but not limited to) the following sectors: telecom, utilities, providers of medical services (such as dentists, orthodontists, physiotherapists, utilities, etc.), online shops, retail, sports (associations and fitness centres), healthcare etc.), etcetera. In addition, the Issuer will use the Proceeds of the Loan together for any payment or pre-financing of court fees and other related costs of the receivables obtained;
- C. A trust deed ("**Trust Deed**") has been signed by the Pledgor and Pledgee on 19 April 2019, pursuant to which Trust Deed Pledgor shall act for and on behalf of the Noteholders. Based on the Trust Deed, the Pledgee as creditor has its own, exclusive and independent right of action against the Pledgor which - in essence summarised in substance - corresponds to ('is parallel to') the rights of action of the joint Noteholders against the Pledgor under the Loan ("**Parallel Claim**");
- D. have agreed pursuant to the Trust Deed Pledgor and Pledgee that all current and future claims of the Pledgor on third parties ("**Debtors**") arising from the Debt Portfolios (the "**Claims**") shall be pledged for the benefit of the Pledgee or, depending on the circumstances, shall be pledged in advance;

- E. Pledgor to this deed of pledge ("**Deed**") wishes to establish a first-rank pledge on the claims for the benefit of the Pledgee;

DECLARE THAT THEY HAVE AGREED TO THE FOLLOWING:

ARTICLE 1 PLEDGE OBLIGATION

The Pledgor's undertaking to the Pledgee to establish a first-rank pledge on the Claims or, depending on the circumstances, to establish in advance a first-rank pledge on the Claims in favour of the Pledgee as security for the Parallel Claim is set out in the Trust Deed.

ARTICLE 2 PLEDGE OF DEBT PORTFOLIOS (CLAIMS)

2.1. Pledgor hereby establishes:

- 2.1.1.** an undisclosed pledge, first in rank, on the Claims, insofar as these exist at the time of registration of this Deed with the Tax and Customs Administration; and
- 2.1.2.** in so far as the Claims consist of Claims which do not yet exist at the time of registration of this Deed with the Tax and Customs Administration, but which will be obtained directly from legal relationships existing at the time of registration of this Deed with the Tax and Customs Administration, an undisclosed pledge in advance, first in rank, on the Claims,

in favour of the Pledgee as security for the Parallel Claim.

2.2. With regard to the Claims that have not been pledged pursuant to article 2.1 or by means of any additional deed of pledge ("**Additional Deed of Pledge**"), the Pledgor agrees with the Pledgee and undertakes towards him to upon his first request, by means of an Additional Deed of Pledge:

- 2.2.1.** an undisclosed first-rank pledge on the Claims, insofar as these exist at the time of registration of the relevant Additional Deed of Pledge with the Tax and Customs Administration; and
- 2.2.2.** to the extent that the Claims consist of Claims which do not yet exist at the time of registration of the relevant Additional Deed of Pledge with the Tax and Customs Administration, but will be obtained directly from legal relationships existing at the time of registration of the relevant Additional Deed of Pledge with the Tax and Customs Administration, an undisclosed first-rank pledge on the Claims in advance,

in favour of the Pledgee as security for the Parallel Claim.

2.3. The Pledgor will immediately:

- 2.3.1.** upon the signing of any Additional Deed of Pledge, provide the Pledgee with copies or copies of such Additional Deed of Pledge and register such Additional Deed of Pledge with the Tax and Customs Administration;
- 2.3.2.** after registration of this Deed or any Additional Deed of Pledge, provide the Pledgee with documents to the satisfaction of the Pledgee proving such registration with the Tax and Customs Administration,

unless registration of this Deed or the signature of an Additional Deed of Pledge is done by the Pledgee in accordance with article 2.4.

- 2.4.** Without prejudice to the obligations of the Pledgor on the basis of article 2.1. the Pledgor agrees with the Pledgee that the Pledgee is at all times entitled to:
- 2.4.1.** after signing this Deed, to register this Deed with the Tax and Customs Administration;
 - 2.4.2.** by means of a Additional Deed of Pledge, in accordance with article 2.2, in favour of the Pledgor as security for the Parallel Claim, on behalf of the Pledgee (whether or not in advance);
 - 2.4.3.** upon signature of an Additional Deed of Pledge register that Additional Deed of Pledge with the Tax and Customs Administration.
- 2.5.** Any Right of Pledge established by this Deed or an Additional Deed of Pledge ("Right of Pledge") shall include the dependent rights and ancillary rights attached to he claims.
- 2.6.** To the extent that the Claims are (or will be) subject to a encumbrance or a Right of Pledge that takes precedence over the Right of Pledge, the Right of Pledge will nevertheless be (or will be) established at the highest possible rank at that time.
- 2.7.** Pledgee:
- 2.7.1.** hereby accepts in advance, depending on the circumstances, the Right of Pledge;
 - 2.7.2.** hereby authorises the Pledgor to accept on its behalf any pledge to be established by means of an Additional Deed of Pledge, which power of attorney also applies to situations in which the Pledgor acts as the other party to the Pledgee (*Selbsteintritt*) as referred to in Section 3:68 of the Dutch Civil Code or as representative of another party to the Pledgee; and
 - 2.7.3.** the Pledgor shall as soon as reasonably possible after using his authority on the basis of article 2.4.2 and provide the Pledgee, upon its first request, with copies or copies of the relevant Additional Deed of Pledge.
- 2.8.** The Pledgor hereby authorises the Pledgee to act on his behalf in accordance with article 2.4 to establish the pledges referred to in that article, which power of attorney also applies to situations in which the Pledgee acts as the other party of the Pledgor (*Selbsteintritt*) as referred to in article 3:68 of the Dutch Civil Code or as a representative of another party of the Pledgor.

ARTICLE 3 COMMUNICATION (SILENT) PLEDGE; COLLECTION BY PLEDGEE

- 3.1.** The Pledgee shall at all times be entitled to notify the debtors of the pledgor's Right of Pledge on the Claims.
- 3.2.** Upon first request, the Pledgor shall provide the Pledgee with an up-to-date overview of the Claims and the complete name and address (including any e-mail addresses) of the Debtors in the form indicated by the Pledgee, which overview may also consist of a printed document and/or an electronic data carrier containing the relevant data in such a form that the Pledgee can use them to generate the notices of pledge electronically and send them to the Debtors.
- 3.3.** After notification of the Right of Pledge, the Pledgee - without prejudice to his rights as Pledgee under the law - is entitled to the exclusion of the Pledgor:

- to demand, in and out of court, performance by the Debtors of the obligations of the Debtors of the Claims pledged to the Pledgor under this Deed or an Additional Deed of Pledge, to make these Claims payable by notice of termination insofar as these Claims have not yet fallen due and can be made payable by notice of termination, and to take all necessary (legal) measures in this respect (without the Pledgor being obliged to take legal measures against the Debtors);
 - enter into agreements and grant partial or full discharge to Debtors, to which the Pledgor shall also be bound, in and out of court with Debtors in respect of Claims pledged pursuant to this Deed or any Additional Deed of Pledge;
 - to receive all payments by Debtors in connection with or arising from the Claims pledged to the Pledgee under this Deed or an Additional Deed of Pledge and to recover amounts collected in respect of its Parallel Claim against the Pledgor covered by the pledgor's right;
 - to proceed to the sale of the claims pledged pursuant to this deed or the additional deed of pledge without being obliged to make the notifications referred to in Section 3:249(1) and 3:252 of the Dutch Civil Code to the persons referred to therein, if the Pledgor is in default with respect to the Pledgee with respect to the fulfilment of any obligation pursuant to the Parallel Claim.
- 3.4.** After notification of the Right of Pledge, payments by Debtors of Claims pledged pursuant to this Deed or an Additional Deed of Pledge shall only be made in full discharge of their obligations into a bank or giro account designated by the Pledgee. The Pledgor hereby undertakes to immediately pay to the Pledgee payments received on pledged Debt Portfolios after the notification of the Right of Pledge.

ARTICLE 4 DECLARATIONS OF PLEDGER

- 4.1.** The Pledgor declares that it is the sole and complete owner of the Claims, that the Claims are unencumbered, that it can freely dispose of the Claims, that it is authorised to pledge the Claims, that the Claims have not been attached, that the Claims have no other pledge than that for the benefit of the Pledgee and that the Claims have no right of usufruct.
- 4.2.** The Pledgor warrants to the Pledgee that no agreements have been entered into with third parties that may in any way affect (the scope of) the rights of the Pledgee under this Deed.
- 4.3.** The Pledgor guarantees to the Pledgee that it will do everything in its power to safeguard the rights that the Pledgee acquires under this Deed against claims of any kind from third parties.
- 4.4.** The Pledgor guarantees to the Pledgee that it has not been declared bankrupt, that no suspension of payments has been granted to it, that it has not been dissolved and that no decision has been taken to that effect.

ARTICLE 5 SPECIFIC COMPETENCIES AND OBLIGATIONS

The pledging of the Debt Portfolios shall furthermore be subject to the following terms and conditions.

- The Right of Pledge mentioned in this Deed ends as soon as the Pledgor no longer owes anything to the Pledgee pursuant to the Terms and Conditions and/or the Trust Deed.

- The Pledgor can never suspend its obligations stipulated in this Deed, not even by contesting the amount owed based on the Terms and Conditions and/or the Trust Deed.
- The Pledgor shall be obliged to inform the Pledgee immediately if a third party takes attachment measures in respect of the Claims, or if the Pledgor is aware of a third party's intention to do so.
- All costs that the Pledgee may incur - both in and out of court - in exercising or maintaining its rights in connection with this Deed shall be borne by the Pledgor.

ARTICLE 6 MISCELLANEOUS

- 6.1.** This Deed contains the entire agreement between the Parties relating to the pledging of the Claims. All previous agreements between Parties in this regard shall be superseded by the signature of this Deed.
- 6.2.** Any Party may agree to amend this Deed only in writing and with the consent of both Parties.
- 6.3.** If any provision of this Deed should prove to be void or voidable, the other provisions of this Deed shall remain in full force and effect. In that case, the Parties undertake to replace the relevant provision with a new provision that is not null and void or voidable and which provision corresponds as closely as possible in content to the null and void or voidable provision, whereby the original intention of the Parties at the time of the conclusion of the Deed is considered as much as possible.
- 6.4.** Neither Party may assign its rights and obligations under this Deed to a third party without the approval of the other Party (which will not withhold its approval on unreasonable grounds).

ARTICLE 7 NOTIFICATIONS

- 7.1.** Notices and other statements pursuant to this Deed shall be made by registered letter or by courier letter, against delivery of a receipt, to the addresses of the Parties as set out in the preamble to this Deed.
- 7.2.** Address changes are to be made on the in article 7.1 to be notified to the other Party in the manner prescribed.

ARTICLE 8 APPLICABLE LAW AND COMPETENT COURT

- 8.1.** This Deed is governed by Dutch law.
- 8.2.** All disputes in connection with or as a result of this Deed shall be settled by the competent Dutch court, in respect of which the Pledgor unconditionally and irrevocably elects domicile at the office of the Pledgee.

ACCORDINGLY agreed and signed at _____ on _____.

PLEDGER (CE Credit Management Invest Fund 1 B.V.)

By:

Function:

PLEDGE (Stichting Obligatiehouders CECMIF1)

By:

Function:

Annex IV: Statement of Issuer's shareholder

THE UNDERSIGNED:

Stichting CE Credit Management Invest Fund 1, a foundation established under Dutch law on 19 March 2019 by notarial deed, having its corporate seat in Rotterdam. The foundation office is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The foundation is registered at the Chamber of Commerce under company number 74311816 ("**shareholder**"); and

In its capacity as sole shareholder of:

CE Credit Management Invest Fund 1 B.V. a limited liability company incorporated under Dutch law on 19 March 2019 by notarial deed, having its corporate seat in Rotterdam. The Issuer's office are located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Issuer is registered at the Chamber of Commerce under company number 74325051 ("**Issuer**")

HEREBY DECLARES UNCONDITIONAL AND IRREVOCABLE AGAINST:

Stichting Obligatiehouders CECMIF1, a foundation established under Dutch law on 19 March 2019. The Security Agent's office (and, for the purposes of the Notes, its official seat) is located at Blaak 16, 3011 TA in Rotterdam, the Netherlands. The Security Agent is registered at the Chamber of Commerce under company number 74324950 ("**Security Agent**").

REGARDING:

The Issuer was established in order to offer investors the opportunity to participate in a bond loan with a maximum size of EUR 50,000,000, against the issue of negotiable notes (the "**Notes**"). In connection with the Offer and Issue of the Notes under the Terms and Conditions in Annex I, an Information Memorandum has been published dated 19 April 2019.

THE FOLLOWING:

1. NON-WITHDRAWAL STATEMENT

The shareholder declares that - as long as the Notes have not been fully, unconditionally and irrevocably redeemed and (re)paid in accordance with the conditions as included in the Information Memorandum - he will refrain from (i) (taking a decision to) distribute profits with regard to the Issuer; (ii) (making a decision to) repay capital; (iii) (making a decision to) receive funds in connection therewith; and (iv) otherwise draw liquidity from the Issuer.

2. NO FOREIGNMENT OF SHARES

The shareholder declares that - as long as the Notes have not been fully, unconditionally and irrevocably redeemed and (re-)paid in accordance with the conditions as included in the Information Memorandum - he will not transfer, alienate to third parties or encumber the shares it holds in the Issuer with a limited right in favour of third parties, nor otherwise perform legal acts whereby the economic interest in and/or the power of disposal over those shares is wholly or partially transferred to third parties.

3. EXPIRATION

This declaration (and the obligations of the shareholder included therein) will only lapse if and as soon as the Notes have been fully, unconditionally and irrevocably redeemed and (re)paid in accordance with the note conditions as included in the Information Memorandum.

4. THIRD PARTY CLAUSE

Insofar as legally necessary, this declaration should be read as a third-party clause in favour of the Security Agent within the meaning of article 6:253 of the Dutch Civil Code.

5. APPLICABLE LAW AND COMPETENT COURT

This declaration is governed by Dutch law. All disputes arising from, or in connection with this declaration, will be submitted to the competent court in Rotterdam.

ACCORDINGLY agreed and signed at _____ on _____ .

Stichting CE Credit Management Invest Fund 1 as shareholder

By:

Function: