

HET ZWALUWNESTJE

Bonds Regulations

Het Zwaluwnestje
KVK-nummer: 93543360
www.zwaluwnestje.nl
bonds@zwaluwnestje.nl

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1. Introduction

Through issuing bonds, Het Zwaluwnestje aims to raise funds for the construction of middle-income rental homes and communal areas on plot 9C on Amstelkwartier. These homes, communal areas as well as de zwalluwen inhabiting them will embody Het Zwaluwnestje's principles of inclusivity, solidarity and sustainability.

The bonds will account for 3% (current estimation) of the investment needed to realise Het Zwaluwnestje.These bonds therefore supplement financing coming from contributions from our members, a loan from the Municipality of Amsterdam, impact and sustainability loans, a commercial loan secured by a bank, subsidies, and donations. In purchasing these bonds you and/or your organisation are contributing to a sustainable and connected (gezellig) Amsterdam.

2. Definitions

2.1 Repayment: The transfer of the principal amount of the bond(s) to the bondholder by Het Zwaluwnestje.The money required for repayment may come from our own rental income, from refinancing through the issuance of financial products or from refinancing by a bank.
2.2 Repayment date: The date on which repayment and the interest accrued during the term become due to the bondholder. Depending on the term of the bond you purchase, this will be 5 or 10 years after the commencement date. Bondholders receive the amount due within one month of the repayment date.
2.3 Refinancing: For bonds that we are unable to pay immediately at the end of the term, we will take out new loans (for example, by issuing new bonds or borrowing from a bank).This is called refinancing.
2.4 Commencement date: The commencement date of the bond is the first day of the quarter following purchase: 1 January, 1 April, 1 July or 1 October.
2.5 Term: The term of the bond loan, being the period from the commencement date up to and including the repayment (maturity) date. The term may be 5 or 10 years.
2.6 Bond: Proof of participation in our bond campaign. This certificate represents the amount of money you are lending us as well as the stated term of the bond and annual interest.
2.7 Bondholder: Natural person or legal entity that is registered with Het Zwaluwnestje as the owner of one or more bonds. For the sake of simplicity, we sometimes refer to the bondholder as "you" in these regulations.
2.8 Project: The construction of homes and communal spaces where people will live in a social, sustainable and connected way on plot 9C in Amstelkwartier.
2.9 Register: Het Zwaluwnestje maintains a list containing the details of all issued bonds and the corresponding bondholders. We refer to this as the register. We only use the data from the register to implement these regulations and to fulfil our obligations in relation to the bonds and comply with our legal obligations, including an anti-money-laundering-check by the municipality of Amsterdam.
2.10 Interest: The remuneration owed by Het Zwaluwnestje to the bondholder on the basis of the bond loan as specified in these regulations.
2.11 Written notification: A written notification can be sent by letter or by email.
2.12 Association: This is the legal entity that will design, finance, build and operate the building of Het Zwaluwnestje.This association was

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established on 09 April 2024 under the name Het Zwaluwnestje and is registered with the Chamber of Commerce (KvK) under number 93543360. The payments, rights and obligations of this bond issue fall under the association Het Zwaluwnestje. The association has concluded an option agreement with the municipality of Amsterdam for the issue of plot 9C on Amstelkwartier. The association will become the owner of the residential complex to be built. For the sake of simplicity, we sometimes refer to the association as “we” or “us” or “Het Zwaluwnestje” in these regulations.
2.13 Website: The website of wooncoöperatie Het Zwaluwnestje can be found at zwaluwnestje.nl. Here you will find official information about this bond campaign, including an FAQ and brochure with more information about our project.

3. Bondholders

3.1 Bondholders may be natural persons or legal entiti es (i.e., companies) residing in the EU, and in possession of a valid IBAN account number. If a legal entity participates, the company is the bondholder, not the contact person.
3.2 Housing cooperative Het Zwaluwnestje maintains a bond register containing relevant information about the bondholders. Upon written request from the bondholder, we will provide the bondholder with an overview of the information stored about the bondholder in the register.
3.3 The bondholder is responsible for promptly notifying Het Zwaluwnestje of any changes to their information that are relevant for the execution of the bond agreement.After processing changes in the register, the bondholder will receive written confirmation of the change(s) made. Het Zwaluwnestje may rely on the most recently provided information.
3.4 If the bondholder is a natural person who dies, the rights of the bondholder will transfer to their heirs. The heirs are responsible for informing Het Zwaluwnestje of this, providing proof that they are indeed heirs according to the law.
3.5 In the event of the bondholder’s bankruptcy, the association is not obliged to redeem the bond early, but is permitted, in consultation with the association, to sell the bond to a third party, as referred to in Article 8.

4. Bonds

4.1 The bond has a nominal value of € 250 (two hundred and fifty euros) and is indivisible.There is no minimum amount for issuing the bond loan.
4.2 The bond has a term of 5 or 10 years, calculated from the commencement date of the bond in question.
4.3 The annual interest rate on the outstanding principal amount of the bond is:
3% for a 5-year term
3% for a 10-year term
4.4 The bondholder will receive their principal back at the end of the agreed period, together with the accrued interest.
4.5 The bond is subordinated to the loans provided by other external financiers. Meaning that, in the case of bankruptcy, other external financiers such as the bank, municipality or impact investors will be allowed to recuperate their loans first.
4.6 The bond is exempt from the prospectus requirement as described in the Financial Supervision Act, Article 5.1(1) and the supervision of the Financial Markets Authority, because Het Zwaluwnestje falls under the exemptions of Article 1(2)(e) of the Prospectus Regulation.
4.7 The commencement date of the bond is the first day of the following

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quarter: 1 January, 1 April, 1 July, or 1 October - the commencement date of the bond is also the start date for the calculation of interest.
4.8 Ownership of the bond does not entitle the holder to have a say in the policy of the association.
4.9 Het Zwaluwnestje reserves the right at all times to refuse the purchase of bonds or to redeem them early.
4.10 The value of bond cannot be claimed by the bondholder before the term has expired.

5. Interest

5.1 No interest on interest (compounded interest) will be paid.
5.2 The interest is paid in one lump sum and will be transferred at the end of the term to the bank account number the bondholder has provided to us.
5.3 The bondholder may also choose to waive the interest, thereby providing additional support to Het Zwaluwnestje housing cooperative.

6. Registration

6.1 Registration for the purchase of bonds will take place for as long as we deem necessary.
6.2 The purchase of bonds takes place online. You can pay via zwaluwnestje.nl/invest set up for this purpose, or by transferring the amount from the bank account in the name of the intended bondholder to the bank account of wooncoöperatie Het Zwaluwnestje. Our bank account number is NL16RABO0387422617. For practical reasons, paper bonds will not be issued.
6.3 When making your payment, please enter your email address, name - first and last, phone number, and physical address. Based on this information, you will be registered in the register. After receipt of payment, the proof of registration in the register, in the form of a bond with a unique number will be sent to the bondholder by email.
6.4 If within fourteen days of transferring the money, you inform us in writing that you do not wish to participate in this bond campaign after all we will refund the money you transferred to your bank account.

7. Redemption and extension

7.1 In principle, the bond will be redeemed within one month of the maturity date to the bondholder, based on the information in the register. The accrued interest will be transferred at the same time as the redemption.
7.2 If we deem it desirable, we may also redeem bonds earlier than the term specified in Article 7.1. We will inform you of this well in advance.
7.3 If we decide to redeem bonds early, we may ask you whether you wish to be eligible for early redemption. If the number of applications for early redemption differs from the number of bonds we wish to redeem, a lottery will be held to determine which bonds will be redeemed early.
A. If no bondholders apply, a lottery will be held among all bonds whose term ends first
B. If the number of applications is less than the amount to be redeemed, the bonds applied for will be redeemed first and a lottery will be held among the remaining bonds whose term ends first for the remainder.
C. If there are more registrations than will be redeemed, a draw will be held among the registered bonds.
7.4 We may make you an offer to extend the bond during its term.

8. Transferability

8.1 Bonds are transferable to a natural person or legal entity that meets the conditions set out in

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Article 3.
8.2 The bondholder shall inform Het Zwaluwnestje in writing of their wish to transfer a bond or bonds and shall provide the necessary details of the intended bondholder.
8.3 Het Zwaluwnestje shall provide the bondholder with a form in which the selling and purchasing parties declare that they have transferred the bonds between themselves, whereby the new bondholder gives permission for registration in the register. The conditions as stated on the certificate shall continue to apply. The details of the new bondholder shall be entered in the register. If the transferring party transfers all bonds, the details of this bondholder shall be removed from the register.
8.4 Upon transfer of a bond, the right to interest already accrued but not yet paid will transfer to the new owner.
8.5 When issuing and assessing a proposed transfer of bonds, Het Zwaluwnestje must comply with certain administrative and legal obligations, including statutory retention periods.

9. Expenditure and resolutive condition

9.1 The financing raised through the bond campaign (the bondholder's loan) will be used exclusively for the realisation of the project.
9.2 The money raised through the bond issue will only be spent once the association has applied for the buildingpermit (omgevingsvergunning). The building permit can only be applied for when the municipality has approved the definitive design and all external financiers signed a letter of intent. Thereby making having a greater certainty that the project is feasible.
9.3 Expenses incurred before the building permit is applied for will be paid from other sources.
9.4 In the unlikely event that the project cannot proceed for financial or legal reasons, all bonds will be repaid in full to the relevant bondholder, without compensation for accrued interest and/or other fees.
9.5 Bondholders will be notified when the first funds from the bonds are to be spent.
9.6 The association's accounts are audited, as described in its articles of association, by an audit committee consisting of two members of the association. The approved annual accounts and the audit committee's assessment are available for inspection by bondholders on request.

10. Privacy Statement

10.1 When you register for this bond campaign, we ask you to provide personal data of the bondholder and, in the case of a legal entity, of the directors, ultimate beneficial owner and representative, if applicable. We also receive data from the bank when bonds are paid. We use this data to implement these regulations.
10.2 When you send us emails or other messages, we may retain those messages. Sometimes we ask for your personal data that is relevant to the situation in question. This enables us to process and respond to your messages.
10.3 All data is stored on secure servers belonging to Greenhost B.V. or to a third party with whom we have concluded cooperation agreements. We will not combine this data with other personal data that we may have. We have taken measures to limit the number of people who can view your personal data internally to those who play a direct role in the processing of registrations, payments and communication.
10.4 The municipality of Amsterdam may require us, under the Public Administration Probity Screening Act (Wet Bibob), to share information

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about the scope and origin of our financing for the commencement of construction activities. If this is the case, we will inform you accordingly. More information about this assessment can be found at amsterdam.nl/bibob.

10.5 It is possible to view, change or delete the personal information provided to us, insofar as this does not jeopardise the performance of this agreement. We regularly check our compliance with this privacy policy. If you have any questions or comments about this privacy policy, please contact us.

10.6 You may also contact us if you believe that we are not handling your data properly, so that we can try to resolve the issue together. If that does not work, it is possible to lodge a complaint with the supervisory authority which is the Dutch Data Protection Authority.

11. Other provisions

11.1 If situations arise that are not covered by these regulations, the association will make a decision to the best of its ability and in good faith.

11.2 Amendments and/or additions to these regulations may only be implemented with the approval of the General Assembly and the association’s board.

11.3 If a difference of opinion arises between two parties regarding the interpretation and/or implementation of these regulations, the intention is to first try to reach an agreement in a pleasant manner. In addition to these regulatins, Dutch law applies as a starting point. If this is not successful, the difference of opinion will be dealt with in a court of law that is authorised to rule on the matter.

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



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Would you like to learn more?

Check our crowdlending campaign on
www.zwaluwnestje.nl
and follow the process to buy bonds!

Bonds Regulations 2026
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