

Series Prospectus

Portland Capital Limited

€5,000,000,000

Secured Medium Term Note Programme

SERIES NO: 108

€21,580,000

Secured Credit Linked Notes due 2014

Issue Price: 69.5088 per cent.

Commerzbank Aktiengesellschaft

This document (including the information incorporated by reference herein) when it has been filed with and approved by the Irish Financial Services Regulatory Authority in its capacity as competent authority in Ireland (the “**Competent Authority**”) in relation to prospectuses for securities for the purposes of the Prospectus Directive 2003/71/EC (the “**Prospectus Directive**”) will constitute a prospectus for the purposes of Article 5 of the Prospectus Directive.

Application has been made to the Irish Financial Services Regulatory Authority, as competent authority under Directive 2003/71/EC, for this Series Prospectus to be approved. Application has been made to the Irish Stock Exchange for the Series 108 €21,580,000 Secured Credit Linked Notes due 2014 (the “**Notes**”) issued under the €5,000,000,000 Secured Medium Term Note Programme (the “**Programme**”) of Portland Capital Limited and Shannon Capital plc to be admitted to the Official List and trading on its regulated market.

No assurance can be given that such an application to list the Notes will be accepted. This Series Prospectus will constitute a prospectus for the purposes of Regulation 13 of the Irish S.I. 324 Prospectus (Directive 2003/71/EC) Regulations 2005 (the “**Irish Prospectus Regulations**”) and for the purpose of giving information with regard to the Issuer which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer. This Series Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference.

The date of this Series Prospectus is 18 September 2006

This Series Prospectus does not constitute, and may not be used for the purposes of, an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of the Notes.

There has been no significant adverse change in the financial or trading position of the Issuer and no material adverse change in the financial position or prospects of the Issuer, in each case, since the date of its last audited accounts.

Payments in respect of the Notes will be made subject to deduction and/or withholding for tax. The Issuer is not obliged to pay any additional amounts in respect of such withholding or deduction. Furthermore, in the event that the Issuer would be required to withhold or account for tax, then the Issuer will, pursuant to Condition 7(d)(i) of the Notes, redeem the Notes. In this Listing Document references to “USD” and “U.S.\$” are to United States dollars and references to “€” and “EUR” are to euro.

Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluations of the investment.

Investment in the Notes is only suitable for investors who:

- (i) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes; and
- (ii) are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time.

Investors should note that the market value of the Notes is affected by supply and demand. Accordingly, it should not be assumed that there will be a significant correlation between such market value and the market value of the Mortgaged Property. Neither the Issuer nor the dealer makes any representation as to the existence of a secondary market for the Notes.

Investors should note that the amount of principal payable in respect of the Notes is linked to the credit of the portfolio of entities described in the form of Swap Confirmation attached as Annex 1 Part A hereto.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 and include Notes in bearer form that are subject to U.S. tax law requirements (the “**Securities Act**”). Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. The Issuer is not registered, and will not register, under the U.S. Investment Company Act of 1940, as amended. For a description of certain further restrictions on offers and sales of Notes and distribution of this Series Prospectus, including the Base Prospectus, see “Subscription and Sale and Transfer Restrictions” in the Base Prospectus.

This Series Prospectus is to be read in conjunction with all documents which are incorporated by reference (see “Incorporation by Reference” below).

Subject as set out below, the Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

The information contained herein relating to the issuer of the Securities and each other Obligor (as defined in the Conditions) has been accurately reproduced from information published by the issuer of the Securities and each other Obligor. So far as the Issuer is aware and/or is able to ascertain from such information published by the issuer of the Securities and each other Obligor, no facts have been omitted which would render the reproduced information misleading. The Issuer has not been responsible for, nor has it undertaken, any investigation or verification of statements, including statements as to foreign law, contained in such information.

Signed:

as

Attorney

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DOCUMENTS INCORPORATED BY REFERENCE

This Series Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with the Series Prospectus and that have been approved by the Competent Authority or filed with it and shall be deemed to be incorporated in, and form part of, this Series Prospectus:

- (a) the base prospectus of the Issuer dated 4 October 2005 relating to the Issuer's Euro 5,000,000,000 Secured Medium Term Note Programme (the "**Base Prospectus**");
- (b) the audited annual financial statements ended December 31st 2003 and 2004 (including any auditors report thereon), of the Issuer;

save that any statement contained in any of the documents incorporated by reference in, and forming part of, this Series Prospectus shall be deemed to be modified or superseded for the purpose of this Series Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Series Prospectus. This Series Prospectus must be read in conjunction with the Base Prospectus and full information on the Issuer and the Notes is only available on the basis of the combination of the provisions set out within this document and the Base Prospectus.

The Issuer will, at the specified offices of the Issuer and Mourant & Co Limited, free of charge, upon the oral or written request therefor, make available a copy of this Series Prospectus (and any documents incorporated by reference in this Series Prospectus). Written or oral requests for such documents should be directed to the specified office of Mourant & Co Limited.

SUPPLEMENTS TO THE SERIES PROSPECTUS

If at any time any Issuer shall be required to prepare a supplemental prospectus pursuant to Articles 23 and 51 of the Irish Prospectus Regulations, the Issuer will prepare and make available an appropriate amendment or supplement to this Series Prospectus which shall constitute a supplemental prospectus as required by the Competent Authority and the Irish Prospectus Regulations.

RISK FACTORS

This Series Prospectus does not describe all of the risks of an investment in the Notes. The Issuer and the Dealers disclaim any responsibility to advise prospective investors of such risks as they exist at the date of this Series Prospectus or as they change from time to time. Prospective investors should consult their own financial and legal advisers as to the risks entailed by an investment in any Notes and the suitability of investing in such Notes in the light of their particular circumstances. Prospective investors should carefully consider, among other factors, all the information set forth in this Series Prospectus and in particular, the matters described below and in the applicable Final Terms.

Risks related to the Issuer

The Issuer is a special purpose vehicle

The Issuer's sole business is the raising of money by issuing notes and entering into other Transactions for the purposes of purchasing assets and entering into related derivatives and other contracts. The Issuer has covenanted not, as long as any of the Transactions remain outstanding, without the consent of the Trustee and any Swap Counterparty to incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, issuing further Series of Notes and entering into related agreements and transactions as provided for in Condition 5) or, *inter alia*, declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), or consolidate or merge with any other person or convey or transfer its property or assets substantially as an entity to any person (otherwise than as contemplated in the Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 26 March 2001). As such, the Issuer has, and will have, no assets other than its issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of Notes and any Mortgaged Property and any other assets on which Notes are secured. There is no day to day management of the business of the Issuer.

Risks related to the Notes

Limited recourse obligations

The Notes are direct, secured, limited recourse obligations of the Issuer payable solely out of the assets charged by the Issuer in favour of the Trustee on behalf of the Noteholders and other secured parties. The Issuer will have no other assets or sources of revenue available for payment of any of its obligations under the Notes. The Noteholders will have no right to proceed directly against the Swap Counterparty in respect of the Swap (if any) or take title to, or possession of, the charged assets unless the Trustee, having become bound to do so, fails to take action against the Issuer within a reasonable time. No assurance can be made that the proceeds available for and allocated to the repayment of the Notes at any particular time will be sufficient to cover all amounts that would otherwise be due and payable in respect of the Notes. If the proceeds of the realisation of the Charged Property received by the Trustee for the benefit of the Noteholders prove insufficient to make payments on the Notes, no other assets will be available for payment of the deficiency, and, following distribution of the proceeds of such realisation, the Issuer will have no further obligation to pay any amounts in respect of such deficiency.

Further, the Trustee and the Noteholders will not be entitled at any time to petition or take any other step for the winding-up of or the appointment of an examiner to, the Issuer provided that the Trustee may prove or lodge a claim in the liquidation of the Issuer initiated by another party and provided further that the Trustee may take proceedings to obtain a declaration or similar judgment or order as to the obligations and liabilities of the Issuer. No person other than the Issuer will be obliged to make payments on the Notes.

Priority of Claims

During the term of the transaction and on an enforcement of the security granted by the Issuer in favour of the Trustee, the rights of the Noteholders to be paid amounts due under the Notes will be subordinated to (i) the operating expenses due and payable to the Trustee including expenses incurred in the enforcement of the security, (ii) the operating expenses due and payable to the Agents and (iii) the other claims as specified in the Supplemental Trust Deed that rank in priority to the Notes.

No gross-up

In the event that any withholding tax or deduction for tax is imposed on payments of interest on the Notes, the Noteholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax and no Event of Default shall occur as a result of any such withholding or deduction.

Modification, waivers and substitution

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, any of the provisions of Notes that is, in its opinion, of a formal, minor or technical nature or is made to correct a manifest error or (ii) the substitution of another company as principal debtor under any Notes in place of the Issuer.

Early redemption for tax or legal reasons

The Issuer may for specified tax or legal reasons, as detailed in Condition 7(d) upon giving notice to Noteholders, redeem all Notes earlier than the Maturity Date. If the Issuer redeems Notes early, the Issuer will, if and to the extent permitted by applicable law, pay each Noteholder the Early Redemption Amount on the date specified in the Conditions. Such Early Redemption Amount is not principally protected and will be calculated in accordance with the Conditions.

Credit Linked Notes

The Notes are credit-linked securities linked to the performance of one or more third parties (each a “**Reference Entity**”) and certain obligations of such Reference Entities. Investors should note that such Notes differ from ordinary debt securities issued by the Issuer in that the amount of principal payable by the Issuer is dependent on whether certain events (each a “**Credit Event**”) in respect of the creditworthiness of each Reference Entity have occurred. In certain circumstances the value paid to Noteholders on redemption may be less than their original investment and may in certain circumstances be zero. The likelihood of a Credit Event occurring in respect of a Reference Entity will generally fluctuate with, among other things, the financial condition and other characteristics of the Reference Entity, general economic conditions, the condition of certain financial markets, political events, developments or trends in any particular industry and changes in prevailing interest rates. Investors should have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of investing in such Notes as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation.

None of the Issuer, the Trustee and the Noteholders will have any right, except as specifically required under the terms of any Swap and the Notes, to receive any information regarding any Reference Entity, any Reference Obligation or any Valuation Obligation. The Dealer may have acquired, or during the term of the Notes may acquire, confidential information with respect to any Reference Entity, any Reference Obligation or any Valuation Obligation and it shall not be under any duty to disclose such confidential information to any Noteholder.

Pursuant to any Swap, the Issuer will hedge its obligations under the Notes, but the Issuer will have a contractual relationship only with the Swap Counterparty and not with any obligor in respect of any Reference Obligation or any Valuation Obligation or any Reference Entity. Consequently, the Swap will not constitute a purchase or other acquisition or assignment of any interest in any Reference Obligation or any Valuation Obligation. The Issuer and the Trustee will have rights solely against the Swap Counterparty and will have no recourse against the obligor in respect of any Reference Obligation or any Valuation Obligation or any Reference Entity. None of the Issuer, the Trustee, the Noteholders or any other entity will have any rights to acquire from the Swap Counterparty (or to require the Swap Counterparty to transfer, assign or otherwise dispose of) any interest in any Reference Obligation or any Valuation Obligation. Moreover, the Swap Counterparty will not grant the Issuer or the Trustee any security interest in any such Reference Obligation or Valuation Obligation.

Any quotations used in the calculation of any Cash Settlement Amount and/or Incurred Loss Amount may be affected by factors other than the occurrence of the Credit Event. Such prices may vary widely from dealer to dealer and from date to date. The obligations selected, even absent a Credit Event, may be illiquid and such illiquidity may be expected to be more pronounced following the occurrence of a Credit Event, thereby adversely affecting any determination of the value of such obligation which in turn will impact on the amount payable on redemption of the Notes. The Calculation Agent is entitled to select the obligation which has the lowest value in the market at the relevant time, providing such obligation satisfies certain specifications and limits for qualification as a Reference Obligation or a Valuation Obligation, for the purposes of calculating the amount payable on redemption of the Notes.

Some of the Reference Obligations or Valuation Obligations may have no, or only a limited, trading market. The liquidity of Reference Obligations or Valuation Obligations will generally fluctuate with, among other things, the underlying liquidity of the loan and bond markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the Reference Entities. The financial markets have experienced periods of volatility and reduced liquidity which may reoccur and reduce the market value of the Reference Obligations or Valuation Obligations.

Some or all of the Reference Obligations or Valuation Obligations may also be subject to restrictions on transfer and may be considered illiquid. If a Credit Event occurs in respect of a Reference Entity, any resulting diminution in market value of the related Reference Obligation could be further magnified by reason of such limited liquidity for Reference Obligations or Valuation Obligations generally or that Reference Obligation/Valuation Obligation in particular.

Risks related to the assets

No investigations

No investigations, searches or other enquiries have been made by or on behalf of the Issuer or the Trustee in respect of the Securities. No representations or warranties, express or implied, have been given by the Issuer, the Dealer, the Trustee or any other person on their behalf in respect of the Securities.

Securities

Noteholders may be exposed to the market price of the Securities. Upon an early redemption of the Notes, the Issuer may have to fund its payments under the Notes by the sale of Securities at market value. The market price of the Securities will generally fluctuate with, among other things, the liquidity and volatility of the financial markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the issuer of the Securities. The Dealer may have acquired or during the terms of the Notes may acquire, confidential information with respect to any Securities and it shall not be under any duty to disclose such confidential information to any Noteholder.

Potential investors should note that the aggregate principal amount of the Securities is €15,000,000 when the Aggregate Nominal Amount of the Notes is €21,580,000.

Risks related to the counterparties

Reliance on creditworthiness of other parties

The ability of the Issuer to meet its obligations under the Notes depends on the receipt by it of payments under a Swap. Consequently, the Issuer is exposed not only to the occurrence of an event of default in relation to the Securities and the volatility in the market value of the Securities and Credit Events, but may also be exposed to the ability of the Swap Counterparty to perform its obligations under a Swap.

The receipt by the Issuer of payments under a Swap may also be dependent on the timely payment by the Issuer of its obligations under a Swap. The ability of the Issuer to make timely payment of its obligations under a Swap may depend on receipt by it of the scheduled payments under the Securities. Consequently, the Issuer may also be exposed to the ability of the respective issuers of the Securities to perform their payment obligations in respect of such Securities.

The Securities will be held in an account of, and in the name of, the Custodian. Where the Collateral consists of assets other than Securities, it may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Trustee. The Custodian may be responsible under the Agency Agreement for receiving payments on the Securities and remitting them to the relevant Other Creditors or the Issuing and Paying Agent, as the case may be.

Risks related to the market

Limited liquidity of the Notes

Although application may be made to list the Notes and admit them to trading on the regulated market of the Irish Stock Exchange, there is currently no market for the Notes. There can be no assurance that a secondary market for any of the Notes will develop, or, if a secondary market does develop, that it will provide the holders of the Notes with liquidity or that it will continue for the life of the Notes. Consequently, any investor of the Notes must be prepared to hold such Notes for an indefinite period of time or until redemption of the Notes.

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes shall consist of the terms and conditions set out in the Base Prospectus as amended and supplemented below. References in the Base Prospectus to Final Terms shall be deemed to refer to the terms set out below.

1	Issuer:	Portland Capital Limited
2	Series Number:	108
3	Specified Currency or Currencies:	Euro
4	Aggregate Nominal Amount:	€21,580,000
5	(i) Issue Price:	69.5088 per cent. of the Aggregate Nominal Amount
	(ii) Net proceeds:	€15,000,000
6	Specified Denominations:	€50,000 and integral multiples of €1,000 thereafter. <i>Whilst the Notes are held by a common depositary for Euroclear and Clearstream, Luxembourg (the “Clearing Systems”), the Clearing Systems will not accept instructions for the transfer of Notes in an aggregate nominal amount of less than €50,000. Consequently, if the nominal amount of Notes remaining in an account with the Clearing Systems after a transfer of Notes is less than €50,000, the relevant accountholder may not be able to: (i) vote at a meeting of Noteholders; or (ii) transfer their holding until such time as they have acquired sufficient nominal amount of Notes to meet the minimum transfer requirement.</i>
7	Issue Date:	7 September 2006
8	Maturity Date:	The later of: (i) 8 September 2014 (the “ Scheduled Maturity Date ”); and (ii) the Cash Settlement Date as defined in, and determined in accordance with, the terms of the Credit Default Swap.
9	Interest Basis:	Zero Coupon (further particulars specified below)
10	Redemption/Payment Basis:	Credit Linked
11	Change of Interest or Redemption/Payment Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	Status of the Notes:	Senior Notes; Secured and limited recourse obligations

14	Related Senior Notes (Junior Notes only):	Not Applicable
15	Related Junior Notes (if any) (Senior Notes only):	Not Applicable
16	Listing:	Irish Stock Exchange
17	Method of distribution:	Non-syndicated
18	Rating:	Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

19	Fixed Rate Note Provisions:	Not Applicable
20	Floating Rate Note Provisions:	Not Applicable
21	Zero Coupon Note Provisions:	Applicable
	(i) Amortisation Yield (Condition 7(b)):	Not applicable. The Rate of Interest for any overdue principal pursuant to Condition 6(c) shall be a rate equal to the then prevailing overnight euro deposit rate, if any, offered by the Custodian.
	(ii) Day Count Fraction (Condition 6(l)):	Not applicable
	(iii) Any other formula/basis of determining amount payable:	See paragraphs 31 and 32 and Annex 1 Part A. The Early Redemption Amount payable in respect of the Notes is set out in paragraph 32.
22	Index Linked Interest Note Provisions:	Not Applicable
23	Dual Currency Note Provisions:	Not Applicable

PROVISIONS RELATING TO THE SECURITY

24	Mortgaged Property:	
	(i) Securities:	<p>(i) €5,000,000 in nominal amount of the €5,000,000 8 Year Guaranteed Floating Rate Notes due 2014 issued by Abbey National Treasury Services plc and guaranteed by Abbey National plc (ISIN: XS0266550564) (the “A Securities”);</p> <p>(ii) €5,000,000 in nominal amount of the €5,000,000 8 Year Floating Rate Notes due 2014 issued by The Governor and Company of the Bank of Ireland (ISIN: XS0266550994) (the “B Securities”); and</p> <p>(iii) €5,000,000 in nominal amount of the €5,000,000 8 Year Floating Rate Notes due 2014 issued by Norddeutsche Landesbank Girozentrale (ISIN: XS0266735421) (the “C Securities”).</p>

The Securities shall comprise part of the Mortgaged

Property.

- (ii) Security (order of priorities):
- (i) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts under the Trust Deed (including any taxes required to be paid, the costs of realising any Security and the Trustee's remuneration)
 - (ii) secondly, Swap Counterparty Claim, with each Swap Counterparty ranking rateably and *pari passu* with each other
 - (iii) thirdly, Issuing and Paying Agent Claim and Custodian Claim ranking rateably and *pari passu* with each other
 - (iv) fourthly, Noteholder Claim
- (iii) Contract (if applicable): Not Applicable
- Beneficiary (ies): Not Applicable
- (iv) Securities Agreement: Not Applicable
- (v) Counterparties: Not Applicable
- (vi) Swap (if applicable):
- Under an ISDA Master Agreement dated 26 March 2001 and a confirmation thereto with an effective date of the Issue Date (the "**Interest Rate Swap**"), made between the Issuer and the Swap Counterparty, the Issuer shall *inter alia* pay to the Swap Counterparty amounts equal to the interest and principal amounts receivable by the Issuer under the Securities.
- Under an ISDA Master Agreement dated 26 March 2001 and a confirmation of a credit derivative transaction with an effective date of the Issue Date (the "**Credit Default Swap**"), each between the Issuer and the Swap Counterparty, the Swap Counterparty will be obliged to pay to the Issuer on or around the Maturity Date an amount equal to the principal amount of the Notes less the Cash Settlement Amount (as defined in Annex 1 Part A hereto). The Credit Default Swap is credit linked to a portfolio of reference entities as set out in a schedule to the relevant confirmation. Upon the occurrence of Credit Events in relation to such reference entities, loss amounts are calculated in respect thereof based on the value of certain types of obligations issued by the relevant reference entity in respect of which the Credit Event has occurred. If the aggregate of such loss amounts exceeds a certain threshold, then the amount payable to the Issuer on or around the Maturity Date will be reduced (which will be matched by a corresponding reduction in the final redemption amount of the Notes).

The description above is a summary only and therefore not a complete description of the Swaps. The confirmations relating to the Interest Rate Swap and the Credit Default Swap (together, the “Swaps”) are attached as Annex 1 hereto.

Swap Counterparty(ies):	Commerzbank Aktiengesellschaft
Swap Guarantor (if applicable):	Not Applicable
(vii) Details of Credit Support Document (if applicable):	Not Applicable
(viii) Credit Support Provider:	Not Applicable
25 Realisation of Security:	Holder Request or Creditor B Direction

PROVISIONS RELATING TO REDEMPTION

26 Call Option:	Not Applicable
27 Put Option:	Not Applicable
28 Exchangeable Notes:	No
29 Exchange Event:	Not Applicable
30 Repayable Assets:	All Securities
31 Final Redemption Amount:	An amount in euro per Note equal to such Note’s <i>pro rata</i> share of the amount received by the Issuer under the Credit Default Swap on the Cash Settlement Date (being the Party A Final Exchange Amount less the Cash Settlement Amount, each as defined in, and determined in accordance with, the Credit Default Swap).
32 Early Redemption Amount:	
(i) Early Redemption Amount(s) payable on mandatory redemption (Condition 7(c)), redemption for taxation and other reasons (Condition 7(d)) or an Event of Default (Condition 10) and/or the method of calculating the same (if required or if different from that set out in the Conditions):	In respect of each €1,000 in nominal amount of a Note, the greater of: <ul style="list-style-type: none"> (i) the sum of the Collateral Proceeds and the Termination Costs; and (ii) zero, divided by the Note Factor, provided that if the Credit Default Swap is terminated as a result of the cumulative aggregate of Incurred Loss Amounts (as defined in the Credit Default Swap) reaching a value of €21,580,000 or more, the Notes will be redeemed at zero. “ Note Factor ” means 21,580.

- (ii) Unmatured Coupons to become void upon early redemption (Bearer Notes only) (Condition 8(f)): Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

33	Form of Notes:	Bearer Notes
	(i) Temporary or permanent Global Note:	Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the permanent Global Note
	(ii) Applicable TEFRA exemption:	C Rules
34	Additional Financial Centre(s) (Condition 8(h)) or other special provisions relating to payment dates:	London
35	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
36	Details relating to Partly Paid Notes:	Not Applicable
37	Details relating to Instalment Notes:	Not Applicable
38	Redenomination, renominalisation and reconventioning provisions:	Not Applicable
39	Consolidation provisions:	Not Applicable
40	Other terms or special conditions:	<p>The following terms shall have the following meanings:</p> <p>“Collateral Proceeds” means the cash proceeds from the sale of the Securities by the Disposal Agent on behalf of the Issuer, less any costs, losses and expenses incurred by the Issuer or the Disposal Agent due to such sale.</p> <p>“Disposal Agency Agreement” means the disposal agency agreement dated 7 September 2006 and made between the Issuer, the Trustee, Commerzbank Aktiengesellschaft in its capacity as Disposal Agent (the “Disposal Agent”) and the Custodian under which the Disposal Agent has agreed to sell Securities on behalf of the Issuer as and when required pursuant to the Conditions and the Supplemental Trust Deed.</p>

“Termination Costs” means the net amount payable in euro upon termination (in whole or in part) of the Swaps (which shall be expressed as a negative amount if payable by the Issuer or a positive amount if payable by the Swap Counterparty).

The following terms shall have the meaning given to them, or incorporated by reference, in the Credit Default Swap (which shall prevail in the case of any inconsistency) and the Interest Rate Swap:

“Cash Settlement Amount”, “Cash Settlement Date”, “Credit Event”, “Incurred Loss Amount”, “Party A Final Exchange Amount” and “Reference Entity”.

If the Notes become subject to the redemption provisions of Condition 7(b) or 7(c), the Issuer shall as soon as practicable thereafter require the Disposal Agent to release the Securities.

DISTRIBUTION

41	(i) If syndicated, names of Managers:	Not Applicable
	(ii) Stabilising Agent (if any):	Not Applicable
	(iii) Dealer’s Commission:	None
42	If non-syndicated, name of Dealer:	Commerzbank Aktiengesellschaft
43	Additional selling restrictions:	Not Applicable

OPERATIONAL INFORMATION

44	ISIN Code:	XS0266552859
45	Common Code:	026655285
46	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	Not Applicable
47	Delivery:	Delivery free of payment
48	The Agents appointed in respect of the Notes are:	<p><i>Issuing and Paying Agent:</i> JPMorgan Chase Bank, N.A., London Office</p> <p><i>Custodian:</i> JPMorgan Chase Bank, N.A., London Office</p> <p><i>Notice Agent:</i> JPMorgan Chase Bank, N.A., London Office</p> <p><i>Paying Agent:</i> J.P. Morgan Bank (Ireland) Plc</p> <p><i>Swap Calculation Agent and Disposal Agent:</i> Commerzbank Aktiengesellschaft</p>

GENERAL

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| 49 | Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with Condition 12(a) or 12(b): | Not Applicable |
| 50 | The Aggregate Nominal Amount of Notes issued has been translated into euro at the rate of [N/A], producing a sum of: | Not Applicable |

ANNEX 1
PART A
Credit Default Swap

Date: 7 September 2006
To: Portland Capital Limited ("**Party B**")
From: Commerzbank Aktiengesellschaft ("**Party A**")
Re: Confirmation of a Credit Derivative Transaction; Our Ref: 809542UK

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between us the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions (the "**Credit Derivatives Definitions**"), as supplemented the May 2003 Supplement, and the ISDA 2000 Definitions, each as published by the International Swaps and Derivatives Association, Inc., and as modified as set forth herein (together, the "**Definitions**"), are incorporated into this Confirmation. In the event of any inconsistency between the Credit Derivatives Definitions and the ISDA 2000 Definitions, the Credit Derivatives Definitions shall prevail for the purpose of the Transaction. In the event of any inconsistency between the provisions of this Confirmation and the Definitions, this Confirmation shall prevail for the purpose of the Transaction. For the purposes of the Definitions, this Transaction is a Credit Derivative Transaction.

The Transaction is related to the issue of €21,580,000 Secured Credit Linked Notes due 2014 with an International Securities Identification Number of XS0266552859 (the "**Notes**"), issued by Portland Capital Limited as Series 108 of its €5,000,000,000 Secured Medium Term Note Programme and is entered into in consideration of your agreement to enter into the interest rate swap transaction (the "**Interest Rate Swap**") with us evidenced by a Confirmation dated today's date and with a reference number 809538UK.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 26 March 2001, as amended and supplemented from time to time (the "**Agreement**") between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

This Confirmation supersedes any previous confirmation between the Parties relating to the Transaction.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

1 Swap Transaction:

Trade Date:	25 August 2006
Effective Date:	7 September 2006

Scheduled Termination Date:	8 September 2014 subject to adjustment in accordance with the Business Day Convention.
Floating Rate Payer:	Party B (the “ Seller ”).
Fixed Rate Payer:	Party A (the “ Buyer ”).
Calculation Agent:	Buyer.
Calculation Agent City:	London.
Business Days for all purposes other than Calculation Agent City:	In respect of a Reference Entity, the Business Days Specified in the applicable Standard Terms (each such day being a “ Transaction Day ”) as if the Floating Rate Payer Calculation Amount was denominated in EUR. In the event that due to the application of the relevant Transaction Days, settlement would otherwise occur on a day that is not a Business Day, such settlement shall occur in accordance with the terms of any such transaction on the first Business Day to occur after such day.
Business Day Convention:	Following (which, subject to Sections 1.4 and 1.6 of the Credit Derivatives Definitions, shall apply to any date referred to in this Confirmation that falls on a day that is not a Business Day).
Reference Entities:	Each entity identified from time to time in the Reference Registry and any Successor (each a “ Reference Entity ”). Each Reference Entity has been designated as a particular “Entity Type” in the Reference Registry. References in this Confirmation to “ Standard Terms ” means in respect of a Reference Entity the corresponding standard terms specified for its Entity Type in Schedule 2. “ Reference Registry ” means the reference registry maintained by the Calculation Agent in accordance with this Confirmation. The initial Reference Registry in effect at the Trade Date is set out in Schedule 1 hereto.
Reference Obligations:	In respect of each Reference Entity, the obligation (if any) identified as the related Reference Obligation in the Reference Registry.
All Guarantees:	In respect of each Reference Entity “Applicable” or “Not Applicable” shall apply as specified in the applicable Standard Terms.

2 Final Exchange:

Final Exchange Date:	The Cash Settlement Date.
Party A Final Exchange Amount:	€21,580,000

Notwithstanding Part 4(f) of the Agreement, Party A shall only be obliged to pay an amount (as determined by the Calculation Agent) equal to the amount (if any) by which the Party A Final Exchange Amount exceeds the Cash Settlement Amount.

Party B Final Exchange Amount: Zero.

3 Floating Payments:

Floating Rate Payer
Calculation Percentage: In respect of each Reference Entity, the percentage specified for that Reference Entity in the Reference Registry as defined in the Reference Registry, subject to the provisions of the Credit Derivatives Definitions relating to Successors and the Restructuring provisions contained herein.

Conditions to Settlement Credit Event Notice

Notifying Party: Buyer

Notwithstanding Section 1.9 of the Credit Derivatives Definitions, Notice Delivery Period means the period from and including the Trade Date to and including the Scheduled Termination Date.

Notice of Publicly Available Information

Public Sources: Standard Public Sources

Specified Number: Two

Credit Events: In respect of the Reference Entity, the Credit Events specified in the applicable Standard Terms.

Obligations: In respect of each Reference Entity, in accordance with Section 2.14 of the Credit Derivatives Definitions on the basis of the Obligation Category and the Obligation Characteristic(s) specified in the applicable Standard Terms.

4 Settlement Terms:

Settlement Method: Cash Settlement.

Cash Settlement Date: The Scheduled Termination Date, unless an Event Determination Date has occurred on or prior to the Scheduled Termination Date in respect of which the Valuation Date has not occurred, in which case the Cash Settlement Date shall be the Business Day following the last such Valuation Date.

Settlement Currency: EUR.

Cash Settlement Amount: An amount as at the Cash Settlement Date equal to the aggregate of the Incurred Loss Amounts determined in respect of each Defaulted Reference Entity, subject to a maximum of an amount in euro equal to the Party A Final Exchange Amount.

Incurred Loss Amount: In respect of each Defaulted Reference Entity, an amount, subject to a minimum of zero, calculated on the relevant Valuation Date in accordance with the following formula:

$$ILA = N \times \left(\frac{ILP}{OTP} \right)$$

where:

“ILA” means Incurred Loss Amount;

“ILP” means the relevant Incurred Loss Percentage;

“OTP” means Original Tranche Percentage; and

“N” means €21,580,000.

Incurred Loss Percentage: In respect of a Defaulted Reference Entity, an amount calculated on the relevant Valuation Date equal to the lowest of:

- (i) the Loss Percentage with respect to such Reference Entity; and
- (ii) the greater of:
 - (a) the Aggregate Loss Percentage less the Threshold Percentage; and
 - (b) zero.

Original Tranche Percentage: 1.00 per cent.

Aggregate Loss Percentage: At any time on any date, the sum of the Loss Percentages (including, for the avoidance of doubt the most recently calculated Loss Percentage) for each Defaulted Reference Entity.

Loss Percentage: With respect to a Defaulted Reference Entity, a percentage equal to the greater of:

- (i) the Floating Rate Payer Calculation Percentage in respect of such Reference Entity multiplied by the difference between the Reference Price and the Final Price calculated in respect of the relevant Valuation Obligation; and
- (ii) zero.

Threshold Percentage: 6.00 per cent.

5 Valuation Provisions:

Valuation Date: Single Valuation Date shall apply with respect to such Event

Determination Date, being the date 45 Business Days after the relevant Event Determination Date.

Valuation Time: In respect of any Valuation Date, the time which, in the reasonable determination of the Calculation Agent is the time at which the market in respect of the relevant Valuation Obligation(s) is likely to be most liquid.

Valuation Method: Highest

Valuation Obligation: In respect of a Reference Entity, an Obligation of such Reference Entity specified in the applicable Standard Terms selected at the sole discretion of the Calculation Agent which:

- (i) is a Reference Obligation; or
- (ii) is an Obligation which:
 - (a) in respect of each Reference Entity is described by the Deliverable Obligation Category specified in the applicable Standard Terms; and
 - (b) has the Deliverable Obligation Characteristics specified in the applicable Standard Terms.

provided that:

- (a) if “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” is specified in respect of a Reference Entity and Restructuring is the only Credit Event specified in a Credit Event Notice delivered by Buyer in respect of such Reference Entity, then a Valuation Obligation may be selected by the Calculation Agent only if it is (i) a Fully Transferable Obligation and (ii) has a final maturity date not later than the Restructuring Maturity Limitation Date; and
- (b) If “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in respect of a Reference Entity and Restructuring is the only Credit Event specified in a Credit Event Notice delivered by Buyer in respect of such Reference Entity, then a Valuation Obligation may be selected by the Calculation Agent only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

References in sections 2.32 and 2.33 of the Credit Derivatives Definitions to “Deliverable Obligation” shall be deemed to be references to “Valuation Obligation” and references therein to “the Delivery Date” or “the Physical Settlement Date” shall be deemed to be references to “the relevant Valuation Date”.

Quotation Method: Bid.

Quotation Amount:	€15,000,000
Quotations:	Exclude Accrued Interest.
Reference Price:	100 per cent.
Dealer:	A dealer (other than one of the parties or any Affiliate of one of the parties) in obligations of the type of Obligations for which Quotations are to be obtained, selected at the sole discretion of the Calculation Agent.

Where a Valuation Obligation is a Consent Required Loan, the relevant Quotations shall be obtained from each quoting Dealer expressly as if the relevant consent had been obtained for the transfer of such Consent Required Loan to such Dealer.

References to "Reference Obligation" in Sections 2.20, 7.4, 7.5, 7.7, 7.10, 7.11, 7.14, 7.15 and related provisions of the Credit Derivatives Definitions shall be read, mutatis mutandis, as references to "Valuation Obligation" and references in Section 2.20 of the Credit Derivatives Definitions to "the Delivery Date" or "the Physical Settlement Date" shall be construed as references to each "Valuation Date" and the provisions relating to delivery shall be disregarded. Where the context requires, references to "Deliverable Obligation" in the Credit Derivatives Definitions shall be deemed to be references to "Valuation Obligation".

6 Additional Provisions

6.1 Termination Pursuant to Tax Event: Where a tax is imposed on payments from either party to the other due under this Transaction (a "**Special Tax Event**"), Party A has the right, but not the obligation, to deliver a notice (the "**Special Tax Event Notice**") to the Notice Agent and the Seller.

In the event of the occurrence of a Special Tax Event and where a Special Tax Event Notice has been delivered, this Transaction shall terminate on the day that is two (2) Business Days following delivery of the Special Tax Event Notice (the "**Special Termination Date**"), and no further amounts shall be payable between either party hereto, save that an amount (the "**Close-Out Amount**") shall be payable to the other party on the Special Termination Date by the Close-Out Amount Payer (as defined below), net of any applicable withholding tax.

The Close-Out Amount shall be an amount equal to the amount that would have been payable under Section 6(e) of the Agreement in respect of the Transaction had a Termination Event occurred on the Special Termination Date, and assuming that the Transaction was the sole Affected Transaction and that both parties hereto were Affected Parties. The Close-Out Amount Payer shall be the party hereto that would have been obliged to make the payment of the amount that would have been payable in the situation outlined in the immediately preceding sentence.

6.2 Upon notice from Buyer to Seller after the cumulative aggregate of the Incurred Loss Amounts reaches €21,580,000, and so long as neither party has any outstanding or future (conditional or unconditional) payment obligations to the other party hereunder, this Transaction shall terminate.

6.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Transaction.

6.4 The following amendments shall be made to the Credit Derivatives Definitions:

- 6.4.1 Section 1.10 shall be amended to exclude the words from and including, “regardless of the form in which it is delivered” in the fourth line of the paragraph to and including the words “Credit Derivative Transaction” in the eleventh line of the paragraph.
- 6.4.2 Section 2.30(a) shall be amended to exclude the words “(after consultation with the parties)” in the penultimate line of the paragraph and Section 2.30(b) shall be amended to exclude the words “in consultation with the parties”.
- 6.4.3 The words “Physical Settlement and” in the first line of Sections 2.32(a) and 2.33(a) shall be deleted.
- 6.4.4 The words “and any related transfer or consent documents which have been obtained by Buyer” shall be deleted from Section 2.32(b).
- 6.4.5 Paragraph (i) of Section 2.33(b) shall be deleted and Paragraph (ii) of Section 2.33(b) shall be amended by the deletion of the words, “and any related transfer or consent documents which have been obtained by Buyer”.
- 6.4.6 Section 3.2(b)(i) shall be amended by the insertion of the words “(with a copy to the Notice Agent)” between the words “to Seller” and “that is effective”.
- 6.4.7 Section 3.2(c) shall be amended by the insertion of the words “(with a copy to the Notice Agent)” between the words “to the other party” and “that is effective”.
- 6.4.8 Section 3.3 shall be amended to exclude the words “(which may be by telephone)” in the second line of the first paragraph, and the words “as amended in the Confirmation” are to be included after the words “as set forth in Section 1.10” in the penultimate line of the paragraph, and the words “Effective Date” in the third line shall be replaced by the words “Trade Date”.
- 6.4.9 The words “for a New Credit Derivative Transaction determined in accordance with the provisions of Section 2.2(e)” shall be deleted from Sections 2.2(a)(iii) and 2.2(a)(iv).
- 6.4.10 The definition of “**Succession Event**” in Section 2.2(b) shall be amended by the insertion of the words “and occurring on or after the date on which the relevant Reference Entity became a Reference Entity (or, if the Reference Entity was a Reference Entity on the Effective Date, the Trade Date)” between the words “obligations of another entity” and “, whether by operation of law”.
- 6.4.11 Section 2.2(d) shall be deleted and replaced with the following:
“(d) Where: (i) a Reference Obligation has been specified with respect to a particular Reference Entity; (ii) one or more Successors have been identified in relation to such Reference Entity; and (iii) any one or more such Successors have not assumed the Reference Obligation so specified, a substitute obligation will be determined by the Calculation Agent in its reasonable discretion.”
- 6.4.12 Section 2.2(e) shall be replaced in its entirety by the following:
“Where, pursuant to Section 2.2(a) above, one or more Successors have been identified in relation to a particular Reference Entity:
(i) each such Successor will be a Reference Entity (a “**Successor Reference Entity**”) for the purposes of this Credit Derivative Transaction (and, for the avoidance of doubt, the original Reference Entity shall cease

to be a Reference Entity except where it is a Successor Reference Entity);

- (ii) the Floating Rate Payer Calculation Percentage in respect of each such Successor Reference Entity shall be the Floating Rate Payer Calculation Percentage in respect of the original Reference Entity divided by the number of Successor Reference Entities; and
- (iii) the Calculation Agent shall make any modifications to any other terms of this Transaction required, as determined by the Calculation Agent, to preserve the economic effect of this Transaction prior to the succession event.

The Calculation Agent shall, in good faith and in a commercially reasonable manner determine which Entity Type Standard Terms shall be attributed to such Successor.”

6.4.13 If, due to the application of Section 2.2 of the Definitions, a single entity would be a Reference Entity under this Transaction more than once, then it will be deemed to be a Reference Entity only once hereunder, and the Floating Rate Payer Calculation Percentage for such Reference Entity will be the sum of the Floating Rate Payer Calculation Percentages otherwise applicable to it.

6.4.14 Section 3.9 shall be replaced in its entirety by the following:

“Section 3.9. Credit Event Notice After Restructuring. Notwithstanding anything to the contrary in these Definitions, upon the occurrence of a Restructuring Credit Event with respect to a Reference Entity during the Term of the Credit Derivative Transaction:

- (A) a Notifying Party may deliver multiple Credit Event Notices with respect to such Reference Entity, each such Credit Event Notice setting forth the amount of the Floating Rate Payer Calculation Percentage for such Reference Entity to which such Credit Event Notice applies (the “Exercise Percentage”);
- (B) if the Notifying Party has delivered a Credit Event Notice that specifies an Exercise Percentage that is less than the then current Floating Rate Payer Calculation Percentage for such Reference Entity (after taking into account any previous Exercise Percentages in relation to such Reference Entity), upon satisfaction of the Conditions to Settlement with respect to the Credit Event specified in such Credit Event Notice, settlement will occur in accordance with the applicable Settlement Method as if the Exercise Percentage were the Floating Rate Payer Calculation Percentage with respect to such Reference Entity, and upon satisfaction of such Conditions to Settlement, without prejudice to the foregoing provisions of this paragraph, the Floating Rate Payer Calculation Percentage will be a percentage equal to the Floating Rate Payer Calculation Percentage outstanding prior to such Credit Event Notice minus the Exercise Percentage to which the current Credit Event Notice relates;
- (C) the Exercise Percentage in connection with any Credit Event Notice describing a Credit Event in relation to a Reference Entity other than a Restructuring must be equal to the then outstanding Floating Rate Payer

Calculation Percentage for such Reference Entity (and not a portion thereof); and

- (D) the Exercise Percentage in connection with a Credit Event Notice describing a Restructuring must be a percentage equal to 0.1 per cent. or an integral multiple thereof.”

6.5 Each party hereby represents to the other party (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary of this Transaction) that:

- (i) it is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction;
- (ii) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction;
- (iii) it is not acting as a fiduciary for or an advisor to the other party in respect of this Transaction;
- (iv) it is entering into this Transaction as principal and not as agent of any person.

6.6 The terms of the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity published by ISDA on 9 May 2003 shall apply to each Reference Entity designated as a “Monoline” in the Reference Registry, except that all references therein to “Deliverable Obligation”, “Deliverable Obligation Category” and “Deliverable Obligation Characteristics” shall be disregarded.

6.7 The following capitalised terms as used herein shall have the following meanings:

“**Defaulted Reference Entity**” means a Reference Entity in respect of which the Conditions to Settlement have been satisfied.

“**Final Price**” means the price of the relevant Valuation Obligation, expressed as a percentage, determined in accordance with the Valuation Method specified herein.

“**Notice Agent**” means the Issuing and Paying Agent in its capacity as the Issuer’s agent for the receipt of notices, as defined in the Series Prospectus relating to the Notes dated 6 September 2006.

7 Notice and Account Details:

Telephone, Telex and/or Facsimile Numbers and Contact Details for Notices:

Seller:	JPMorgan Chase Bank, N.A., London
Attention:	Philip Townsend
Tel:	+44 20 7777 5479
Facsimile:	+44 20 7777 5479

Copy to: Portland Capital Limited

Attention: Dean Godwin
Tel: 01534 609000
Facsimile: 01534 609333

Buyer: Commerzbank AG – OTC Back Office

Attention: Credit Derivatives Supervisor
Tel: +44 20 7653 7455
Facsimile: +44 20 7469 3825

Commerzbank AG – Legal Department

Attention: John Benson/Head of Legal
Tel: +44 20 7653 7237
Facsimile: +44-20 7653 7416

Account Details:

Account Details of Seller: JPMorgan AG Frankfurt
a/c JPMorgan Chase Bank, N.A. London
a/c 6231400604

Account Details of Buyer: Commerzbank AG, Frankfurt
SWIFT: COBADEFF
Acc No. 400-9201864-07EUR
Favour Commerzbank AG, Frankfurt
SWIFT: COBADEFIINV

Offices:

Buyer: Frankfurt
Seller: St. Helier, Jersey

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to us.

Yours sincerely

COMMERZBANK AKTIENGESELLSCHAFT

By:

Name:

Title:

By:

Name:

Title:

Confirmed on the date
first above written:

A06749196/1.0/14 Sep 2006

PORTLAND CAPITAL LIMITED

By:

Name:

Title:

Schedule 1 - Initial Reference Registry

Reference Entity	Reference Obligation						Floating Rate Payer	Entity Type
	Primary Obligor	Guarantor	Coupon	Maturity	Issue Amount	ISIN	Calculation Percentage	
Aktiebolaget Electrolux	Aktiebolaget Electrolux		0.06	20-Mar-08	300,000,000	XS0126231199	1%	European Corporate
Aktiebolaget Volvo	Volvo Treasury AB	Aktiebolaget Volvo	0.05375	26-Jan-10	300,000,000	XS0157960815	1%	European Corporate
Allegheny Technologies, Inc.	Allegheny Technologies, Inc.		0.08375	15-Dec-11	300,000,000	US01741RAA05	1%	North American Corporate
Altria Group, Inc.	Altria Group, Inc.		0.07	04-Nov-13	1,000,000,000	US02209SAA15	1%	North American Corporate
American Tower Corporation	American Tower Corporation		0.07125	15-Oct-12	500,000,000	US029912AQ55	1%	North American Corporate
Anadarko Petroleum Corporation	Anadarko Petroleum Corporation		0	13-Mar-21	650,000,000	US032511AR87	1%	North American Corporate
Arrow Electronics, Inc.	Arrow Electronics, Inc.		0.06875	01-Jun-18	200,000,000	US042735AL41	1%	North American Corporate
AutoZone, Inc.	AutoZone, Inc.		0.05875	15-Oct-12	300,000,000	US053332AC61	1%	North American Corporate
BAE Systems plc	BAE Systems Holdings Inc	BAE Systems plc	0.064	15-Dec-11	1,000,000,000	USU05632AA97	1%	European Corporate
Bombardier Capital, Inc.	Bombardier Capital Funding LP	Bombardier Capital, Inc.	6.75%	14-May-09	300,000,000	XS0147549389	1%	North American Corporate
Boston Scientific Corporation	Boston Scientific Corporation		0.0545	15-Jun-14	600,000,000	US101137AB33	1%	North American Corporate
British Telecommunications Plc	British Telecommunications Plc		0.06875	15-Feb-11	2,250,000,000	XS0123684887	1%	European Corporate
CA, Inc.	CA, Inc.		0.05625	01-Dec-14	500,000,000	US204912AU33	1%	North American Corporate
Cadbury Schweppes PLC	Cadbury Schweppes US Finance LLC	CADBURY SCHWEPES PUBLIC LIMITED COMPANY	0.05125	01-Oct-13	1,000,000,000	USU12283AB03	1%	European Corporate
Carnival Corporation	Carnival Corporation		0.0665	15-Jan-28	200,000,000	US143658AH53	1%	North American Corporate
Centex Corporation	Centex Corporation		0.0525	15-Jun-15	450,000,000	US152312AQ77	1%	North American Corporate
Centrica Plc	Centrica Plc		0.05875	02-Nov-12	400,000,000	XS0137672381	1%	European Corporate
Citizens Communications Company	Citizens Communications Company		0.0925	15-May-11	1,050,000,000	US17453BAB71	1%	North American Corporate

Reference Entity	Reference Obligation						Floating Rate Payer	Entity Type
	Primary Obligor	Guarantor	Coupon	Maturity	Issue Amount	ISIN	Calculation Percentage	
CNA Financial Corporation	CNA Financial Corporation		0.0585	15-Dec-14	549,000,000	US126117AL40	1%	North American Corporate
Compagnie Financiere Michelin	Michelin Finance Luxembourg SA	Compagnie Financiere Michelin	0.06125	16-Apr-09	1,000,000,000	XS0145903406	1%	European Corporate
Compass Group PLC	Compass Group PLC		0.06375	29-May-12	325,000,000	XS0148362501	1%	European Corporate
Computer Sciences Corporation	Computer Sciences Corporation		0.07375	15-Jun-11	500,000,000	US205363AE42	1%	North American Corporate
ConAgra Foods, Inc.	ConAgra Foods, Inc.		0.0675	15-Sep-11	1,000,000,000	US205887BA91	1%	North American Corporate
Continental Aktiengesellschaft	Continental Aktiengesellschaft		0.06875	05-Dec-08	500,000,000	XS0139722069	1%	European Corporate
Molson Coors Brewing Company	Molson Coors Brewing Company	Molson Coors Brewing Company	0.06375	15-May-12	850,000,000	US21701RAB42	1%	North American Corporate
Countrywide Home Loans, Inc.	Countrywide Home Loans, Inc.	Countrywide Financial Corporation	0.04	22-Mar-11	1,350,000,000	US22237LPA43	1%	North American Corporate
Cox Communications, Inc.	Cox Communications, Inc.		0.068	01-Aug-28	200,000,000	US224044AN72	1%	North American Corporate
D.R. Horton, Inc.	D.R. Horton, Inc.		0.05375	15-Jun-12	300,000,000	US23331AAX72	1%	North American Corporate
DaimlerChrysler AG	DaimlerChrysler North America Holding Corporation	DaimlerChrysler AG	0.072	01-Sep-09	2,000,000,000	US233835AA55	1%	European Corporate
Delhaize America, Inc.	Delhaize America, Inc.		0.08125	15-Apr-11	1,099,934,000	US246688AE51	1%	North American Corporate
Deutsche Lufthansa Aktiengesellschaft	Deutsche Lufthansa Aktiengesellschaft		0.0125	04-Jan-12	750,000,000	XS0140276618	1%	European Corporate
Eastman Chemical Company	Eastman Chemical Company		0.076	01-Feb-27	300,000,000	US277432AD23	1%	North American Corporate
Federated Department Stores, Inc.	Federated Department Stores, Inc.		0.06625	01-Apr-11	500,000,000	US31410HAS04	1%	North American Corporate
Fiat SpA	Fiat Finance and Trade Ltd. societe anonyme	FIAT S.P.A.	0.0675	25-May-11	1,300,000,000	XS0129648621	1%	European Corporate
First Data Corporation	First Data Corporation		0.05625	01-Nov-11	650,000,000	US319963AF10	1%	North American Corporate
FirstGroup plc	FirstGroup plc		0.06875	15-Apr-13	300,000,000	XS0141500487	1%	European Corporate
FKI plc	FKI plc	FKI Engineering	0.06625	22-Feb-10	600,000,000	XS0107657222	1%	European Corporate

Reference Entity	Reference Obligation						Floating Rate Payer	Entity Type
	Primary Obligor	Guarantor	Coupon	Maturity	Issue Amount	ISIN	Calculation Percentage	
		Plc & FKI Industries Inc						
Fortune Brands, Inc.	Fortune Brands, Inc.		0.0625	01-Apr-08	200,000,000	US349631AF84	1%	North American Corporate
France Telecom	France Telecom		0.0725	28-Jan-13	3,500,000,000	FR0000471948	1%	European Corporate
Fresenius Aktiengesellschaft	Fresenius Finance B.V.	Fresenius AG; Fresenius Kabi AG; Fresenius ProServe GmbH	0.075	30-Apr-09	100,000,000	XS0167416634	1%	European Corporate
GATX Financial Corporation	GATX Financial Corporation		0.08875	01-Jun-09	250,000,000	US36804PAA49	1%	North American Corporate
GKN Holdings Plc	GKN Holdings Plc		0.07	14-May-12	325,000,000	XS0147740335	1%	European Corporate
H.J. Heinz Company	H.J. Heinz Company		0.06	15-Mar-08	300,000,000	US423074AG80	1%	North American Corporate
IAC/InterActiveCorp	IAC/InterActiveCorp		0.07	15-Jan-13	750,000,000	US902984AD51	1%	North American Corporate
Imperial Chemical Industries Plc	ICI Wilmington Inc.	IMPERIAL CHEMICAL INDUSTRIES PLC	0.05625	01-Dec-13	500,000,000	US449909AL48	1%	European Corporate
Imperial Tobacco Group Plc	Imperial Tobacco Overseas BV	IMPERIAL TOBACCO GROUP PLC	0.07125	01-Apr-09	600,000,000	US453144AA55	1%	European Corporate
Jones Apparel Group, Inc.	Jones Apparel Group, Inc.		0.05125	15-Nov-14	250,000,000	US480081AH15	1%	North American Corporate
Koninklijke KPN N.V.	Koninklijke KPN N.V.		0.08	01-Oct-10	1,711,167,000	US780641AG12	1%	European Corporate
Lafarge	Lafarge		0.05448	04-Dec-13	500,010,818	FR0010032730	1%	European Corporate
Limited Brands, Inc.	Limited Brands, Inc.		0.06125	01-Dec-12	300,000,000	US532716AH08	1%	North American Corporate
Linde Aktiengesellschaft	Linde Finance B.V.	Linde Aktiengesellschaft	0.06375	14-Jun-07	1,000,000,000	DE0002465952	1%	European Corporate
M.D.C. Holdings, Inc.	M.D.C. Holdings, Inc.		0.055	15-May-13	350,000,000	US552676AN89	1%	North American Corporate
Manpower Inc.	Manpower Inc.		4.50%	01-Jun-12	150,000,000	XS0221097156	1%	North American Corporate
Masco Corporation	Masco Corporation		0.05875	15-Jul-12	850,000,000	US574599AX44	1%	North American Corporate

Reference Entity	Reference Obligation						Floating Rate Payer	Entity Type
	Primary Obligor	Guarantor	Coupon	Maturity	Issue Amount	ISIN	Calculation Percentage	
Mattel, Inc.	Mattel, Inc.		0.0725	09-Jul-12	50,000,000	US57708QAX51	1%	North American Corporate
MeadWestvaco Corporation	MeadWestvaco Corporation	The Mead Corporation and Westvaco Corporation	0.0685	01-Apr-12	750,000,000	US583334AA59	1%	North American Corporate
Metro Ag	METRO FINANCE B.V.	METRO AG	0.04625	26-May-11	750,000,000	DE000A0BCGN2	1%	European Corporate
News America Incorporated	News America Incorporated	THE NEWS CORPORATION LIMITED	0.06625	09-Jan-08	350,000,000	US652482AR12	1%	North American Corporate
Hellenic Telecommunications Organisation Societe Anonyme	OTE PLC	HELLENIC TELECOMMUNICATIONS ORGANISATION SOCIETE ANONYME	5%	05-Aug-13	1,100,000,000	XS0173549659	1%	European Corporate
PCCW-HKT Telephone Limited	PCCW-HKT Capital Limited	PCCW-HKT TELEPHONE LIMITED	0.0775	15-Nov-11	1,000,000,000	US69319CAA27	1%	Asia Corporate
Pearson plc	Pearson plc		0.06125	01-Feb-07	650,000,000	XS0106750655	1%	European Corporate
Pernod Ricard	Pernod Ricard		0.025	01-Jan-08	488,749,999	FR000188286	1%	European Corporate
Petroliam Nasional Berhad (PETRONAS)	petronas Capital Limited	PETROLIAM NASIONAL BERHAD (PETRONAS)	0.07	22-May-12	2,000,000,000	USY68856AA47	1%	Asia Corporate
Phelps Dodge Corporation	Phelps Dodge Corporation		0.0875	01-Jun-11	625,000,000	US717265AK88	1%	North American Corporate
PPR	PPR		0.0525	29-Mar-11	800,000,000	FR0010068486	1%	European Corporate
ProSiebenSat. 1 Media AG	ProSiebenSat. 1 Media AG		0.1125	31-Jul-09	200,000,000	XS0151428470	1%	European Corporate
Radian Group Inc.	Radian Group Inc.		0.0775	01-Jun-11	249,000,000	US750236AB78	1%	North American Corporate
Renault	Renault		0.04625	28-May-10	750,000,000	FR0000474843	1%	European Corporate

Reference Entity	Reference Obligation						Floating Rate Payer	Entity Type
	Primary Obligor	Guarantor	Coupon	Maturity	Issue Amount	ISIN	Calculation Percentage	
Repsol YPF, S.A.	Repsol International Finance BV	REPSOL YPF S.A.	0.06	05-May-10	1,175,000,000	XS0110487062	1%	European Corporate
Rexam PLC	Rexam PLC		0.06625	27-Mar-07	550,000,000	XS0145441191	1%	European Corporate
Rohm and Haas Company	Rohm and Haas Company		0.0785	15-Jul-29	1,000,000,000	US775371AU10	1%	North American Corporate
Sabre Holdings Corporation	Sabre Holdings Corporation		0.0735	01-Aug-11	400,000,000	US785905AA83	1%	North American Corporate
Sara Lee Corporation	Sara Lee Corporation		0.06125	01-Nov-32	500,000,000	US803111AM56	1%	North American Corporate
Scottish & Newcastle Plc	Scottish & Newcastle Plc		0.05625	04-Dec-06	150,000,000	XS0139288863	1%	European Corporate
Securitas AB	Securitas AB		0.06125	14-Mar-08	500,000,000	XS0126389062	1%	European Corporate
Sodexo Alliance	Sodexo Alliance		0.05875	25-Mar-09	1,000,000,000	FR0000488603	1%	European Corporate
Starwood Hotels & Resorts Worldwide, Inc.	Starwood Hotels & Resorts Worldwide, Inc.		0.07875	01-May-12	799,990,000	US85590AAD63	1%	North American Corporate
Stora Enso Oyj	Stora Enso Oyj		0.07375	15-May-11	750,000,000	US86210MAA45	1%	European Corporate
Supervalu Inc.	Supervalu Inc.		0.075	15-May-12	300,000,000	US868536AR44	1%	North American Corporate
Telekom Austria Aktiengesellschaft	Telekom Finanzmanagement GmbH	Telekom Austria Aktiengesellschaft	0.05	22-Jul-13	750,000,000	XS0172844283	1%	European Corporate
Temple-Inland Inc.	Temple-Inland Inc.		0.07875	01-May-12	500,000,000	US879868AH09	1%	North American Corporate
Teva Pharmaceutical Industries Limited	Teva Pharmaceutical Finance B.V.	TEVA PHARMACEUTICAL INDUSTRIES LTD.	0.00375	15-Nov-22	450,000,000	US88164MAB46	1%	European Emerging Market Corporate
The Black & Decker Corporation	The Black & Decker Corporation		0.07125	01-Jun-11	400,000,000	US091797AJ96	1%	North American Corporate
The Chubb Corporation	The Chubb Corporation		0.06	15-Nov-11	400,000,000	US171232AF85	1%	North American Corporate
The Kroger Co.	The Kroger Co.		0.055	01-Feb-13	500,000,000	US501044CE98	1%	North American Corporate
The PMI Group, Inc.	The PMI Group, Inc.		0.025	15-Jul-21	360,000,000	US69344MAE12	1%	North American Corporate
The Ryland Group, Inc.	The Ryland Group, Inc.		0.05375	15-Jan-15	250,000,000	US783764AK94	1%	North American Corporate
The Walt Disney Company	The Walt Disney Company		0.06375	01-Mar-12	1,250,000,000	US25468PBX33	1%	North American Corporate
ThyssenKrupp AG	ThyssenKrupp AG		0.04375	18-Mar-15	750,000,000	XS0214238239	1%	European Corporate

Reference Entity	Reference Obligation						Floating Rate Payer	Entity Type
	Primary Obligor	Guarantor	Coupon	Maturity	Issue Amount	ISIN	Calculation Percentage	
Time Warner Inc.	Time Warner Inc.		0.06875	01-May-12	2,000,000,000	US00184AAF21	1%	North American Corporate
Toll Brothers, Inc.	Toll Brothers Finance Corp.	Toll Brothers, Inc.	0.06875	15-Nov-12	300,000,000	US88947EAA82	1%	North American Corporate
Tribune Company	Tribune Company		0.055	06-Oct-08	167,915,000	US89604KAG31	1%	North American Corporate
TXU Corp.	TXU Corp.		0.0555	15-Nov-14	1,000,000,000	US873168AL29	1%	North American Corporate
Tyson Foods, Inc.	Tyson Foods, Inc.		0.0825	01-Oct-11	994,875,000	US902494AM53	1%	North American Corporate
Union Pacific Corporation	Union Pacific Corporation		0.06125	15-Jan-12	300,000,000	US907818CN66	1%	North American Corporate
United States Steel Corporation	United States Steel Corporation		0.0975	15-May-10	450,000,000	US912909AA63	1%	North American Corporate
Valero Energy Corporation	Valero Energy Corporation		0.06875	15-Apr-12	750,000,000	US91913YAD22	1%	North American Corporate
Vivendi Universal	Vivendi Universal		0.03875	15-Feb-12	600,000,000	FR0010160929	1%	European Corporate
SAFEWAY LTD	SAFEWAY LTD		0.065	05-Aug-14	150,000,000	XS0100362911	1%	European Corporate
Wolters Kluwer N.V.	Wolters Kluwer N.V.		0.05125	27-Jan-14	700,000,000	XS0181273342	1%	European Corporate

SCHEDULE 2

STANDARD TERMS

The standard terms relating to each Entity Type are set out in the Annexes to this Schedule 2.

ANNEX A

STANDARD TERMS FOR EUROPEAN CORPORATE ENTITIES

Business Days	If the Floating Rate Payer Calculation Amount is denominated in USD: London & New York EUR: London & TARGET GBP: London JPY: London & Tokyo CHF: London & Zurich
All Guarantees	Applicable
Conditions to Settlement	Notice of Publicly Available Information Applicable
Credit Events	Bankruptcy Failure to Pay Restructuring Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable Multiple Holder Obligation: Applicable
Obligation Category	Borrowed Money
Obligation Characteristics	None
Deliverable Obligation Category*	Bond or Loan
Deliverable Obligation Characteristics	Not Subordinated Specified Currency - Standard Specified Currencies Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer

* This is a cash settled transaction. This definition has been included solely for the purposes of the Reference Obligation for cash settlement and valuation purposes.

ANNEX B

STANDARD TERMS FOR NORTH AMERICAN CORPORATE ENTITIES

Business Days	If the Floating Rate Payer Calculation Amount is denominated in USD: London & New York EUR: London, New York & TARGET GBP: London & New York JPY: London, New York & Tokyo
All Guarantees	Not Applicable
Conditions to Settlement	Notice of Publicly Available Information Applicable
Credit Events	Bankruptcy Failure to Pay Restructuring, if specified as applicable in the relevant Confirmation Restructuring Maturity Limitation and Fully Transferable Obligation Applicable Multiple Holder Obligation: Applicable
Obligation Category:	Borrowed Money
Obligation Characteristics:	None
Deliverable Obligation Category*	Bond or Loan
Deliverable Obligation Characteristics	Not Subordinated Specified Currency - Standard Specified Currencies Not Contingent Assignable Loan Consent Required Loan Transferable Maximum Maturity: 30 years Not Bearer

* This is a cash settled transaction. This definition has been included solely for the purposes of the Reference Obligation for cash settlement and valuation purposes.

ANNEX C

STANDARD TERMS FOR ASIAN CORPORATE ENTITIES

Business Days	If the Floating Rate Payer Calculation Amount is denominated in USD: London & New York EUR: London, New York & TARGET
All Guarantees	Applicable
Conditions to Settlement	Notice of Publicly Available Information Applicable
Credit Events	Bankruptcy Failure to Pay Restructuring
Obligation Category:	Bond or Loan
Obligation Characteristics:	Not Subordinated Not Sovereign Lender Not Domestic Currency Not Domestic Issuance Not Domestic Law
Deliverable Obligation Category*	Bond or Loan
Deliverable Obligation Characteristics	Not Subordinated Specified Currency Not Sovereign Lender Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Transferable Maximum Maturity: 30 years Not Bearer

* This is a cash settled transaction. This definition has been included solely for the purposes of the Reference Obligation for cash settlement and valuation purposes.

ANNEX D

STANDARD TERMS FOR EUROPEAN EMERGING MARKETS CORPORATE ENTITIES

Business Days	If the Floating Rate Payer Calculation Amount is denominated in EUR: London & TARGET USD: London & New York
All Guarantees	Applicable
Credit Events	Bankruptcy Failure to Pay Grace Period Extension: Applicable Payment Requirement: USD 1,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay. Obligation Acceleration Repudiation/Moratorium Restructuring Restructuring Maturity Limitation and Fully Transferable Obligation: Not Applicable Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: Not Applicable Default Requirement: USD 10,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.
Obligation Category:	Bond or Loan
Obligation Characteristics:	Not Subordinated Not Sovereign Lender Not Domestic Currency Not Domestic Law Not Domestic Issuance
Deliverable Obligation Category*	Bond or Loan
Deliverable Obligation Characteristics	Not Subordinated Specified Currency: Standard Specified Currencies Not Sovereign Lender Not Domestic Law Not Contingent Not Domestic Issuance Assignable Loan Transferable Maximum Maturity 30 Years Not Bearer
Exclude Accrued Interest	

* This is a cash settled transaction. This definition has been included solely for the purposes of the Reference Obligation for cash settlement and valuation purposes.

ANNEX 1
PART B
Interest Rate Swap

Date: 7 September 2006
To: Portland Capital Limited ("**Party B**")
From: Commerzbank Aktiengesellschaft ("**Party A**")
Re: Derivative Transaction; Our Refs.: 809538UK

Dear Sirs:

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2000 ISDA Definitions, (the "**Definitions**"), as published by the International Swaps and Derivatives Association Inc, are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

This Transaction is related to the issue of €21,580,000 Secured Credit Linked Notes due 2014 with an International Security Identification Number of XS026655859 (the "**Notes**"), issued by Portland Capital Limited as Series 108 of its €5,000,000,000 Secured Medium Term Note Programme and is entered into by Party B in consideration of Party A entering into the credit default swap (the "**Credit Default Swap**") with Party B to be evidenced by a Confirmation dated today's date and with reference 809542UK.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 26 March, 2001, as amended and supplemented from time to time (the "**Agreement**") between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The terms of the Transaction to which this Confirmation relates are as follows:

1 General Terms:

Trade Date:	25 August 2006
Effective Date:	7 September 2006
Termination Date:	The Maturity Date of the Notes (the " Scheduled Termination Date ") unless any interest or principal in respect of any Securities are expected to be received by Party B after such date, in which case the Termination Date will be one Business Day following the date on which such last interest or principal are so received.
Business Days:	London and TARGET Settlement Day
Calculation Agent:	Party A

2 Fixed Payment:

Fixed Rate Payer:	Party B
Fixed Rate Payer Payment Dates:	One Business Day following each date on which any interest in respect of the Collateral (as defined below) are receivable by or on behalf of Party B.
Fixed Amounts:	Such interest in respect of the Collateral receivable by or on behalf of Party B.
Collateral:	The Securities (as defined in the terms and conditions of the Notes), which are held by or on behalf of Party B.

3 Final Exchange:

Final Exchange Date:	Termination Date
Party A Final Exchange Amount:	Zero
Party B Final Exchange Amount:	Any interest or principal received by Party B on the Final Exchange Date or the scheduled maturity date of the Collateral falling prior thereto.

For the avoidance of doubt, if Party B receives any interest or principal in respect of the Securities after the Scheduled Termination Date, Party B shall pay such amounts to Party A one Business Day following the day on which such interest or principal are received.

4 Additional Terms

4.1 Termination Pursuant to Tax Event

Where a tax is imposed on payments from either party to the other due under this Transaction, or any of the Securities become subject to any withholding or deduction for or on account of tax (a "**Special Tax Event**"), Party A has the right, but not the obligation, to deliver a notice (the "**Special Tax Event Notice**") to the Notice Agent.

In the event of the occurrence of a Special Tax Event and where a Special Tax Event Notice has been delivered, this Transaction shall terminate on the day that is two (2) Business Days following delivery of the Special Tax Event Notice (the "**Special Termination Date**"), and no further amounts shall be payable between either party hereto, save that an amount (the "**Close-Out Amount**") shall be payable to the other party on the Special Termination Date by the Close-Out Amount Payer (as defined below), net of any applicable withholding tax.

The Close-Out Amount shall be an amount equal to the amount that would have been payable under Section 6(e) of the Agreement in respect of the Transaction had a Termination Event occurred on the Special Termination Date, and assuming that the Transaction was the sole Affected Transaction and that both parties hereto were Affected Parties. The Close-Out Amount Payer shall be the party hereto that would have been obliged to make the payment of the amount that would have been payable in the situation outlined in the immediately preceding sentence.

4.2 Non Reliance

Each party hereby represents to the other party (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary of this Transaction) that:

- (i) it is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction;
- (ii) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction;
- (iii) it is not acting as a fiduciary for or an advisor to the other party in respect of this Transaction;
- (iv) it is entering into this Transaction as principal and not as agent of any person.

5 Account Details

Account Details of Party A: Commerzbank AG, Frankfurt
SWIFT: COBADEFF
Acc No. 400-9201864-07EUR
Favour Commerzbank AG, Frankfurt
SWIFT: COBADEFIINV

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us.

Yours sincerely

COMMERZBANK AKTIENGESELLSCHAFT

By:

Name:

Title:

By:

Name:

Title:

Confirmed on the date
first above written:

PORTLAND CAPITAL LIMITED

By:

Name:

Title:

Use of Proceeds

The net proceeds of the issue of the Notes, which are expected to amount to €15,000,000 will be used by the Issuer on the Issue Date to purchase the Securities.

Description of the Initial Securities

The following information and any other information contained in this Series Prospectus relating to the Securities is a summary only of certain terms and conditions of such Securities and has been extracted from the document or documents specified in the "Offering Document" with respect thereto below. None of the Issuer, the Arranger, the Trustee, the Agents or the Swap Counterparty has verified, or accepts any liability whatsoever for the accuracy of, such information and prospective investors in the Notes should make their own independent investigations and enquiries into the Initial Securities and the issuer thereof. Unless otherwise stated, terms defined in the "Offering Document" referred to below shall have the same meanings when used in this summary.

The A Securities

1.	Issuer:	Abbey National Treasury Services plc
	Registered Address of the Issuer:	Abbey National House 2 Triton Square Regent's Place London, NW1 3AN England
	Country of Incorporation of the Issuer:	England and Wales
	Nature of Business of the Issuer:	The borrowing and lending of funds
	Guarantor:	Abbey National plc
	Registered Address of the Guarantor:	Abbey National House 2 Triton Square Regent's Place London, NW1 3AN England
	Country of Incorporation of the Guarantor:	England and Wales
	Stock Exchange(s) on which the Guarantor has securities listed:	London, Luxembourg, Paris, New York and Euronext, Amsterdam
	Securities:	€5,000,000 of 8 Year Guaranteed Floating Rate Notes due 2014
	Offering Document:	Final Terms dated 6 September 2006
	Specified Currency or Currencies:	EUR
	Aggregate Nominal Amount:	€5,000,000
	Issue Price:	100 per cent.
	Specified Denominations:	€50,000
	Issue Date:	7 September 2006
	Interest:	3 months EUR-EURIBOR-Telerate
	Maturity Date:	Interest Payment Date falling on or around 4 September 2014
	Ratings of Securities:	None

Ratings of Issuer:	Moody's: Aa3 Standard & Poor's: AA- Fitch: AA-
Interest Basis:	Floating
Listing:	London Stock Exchange

The B Securities

2.	Issuer:	The Governor and Company of the Bank of Ireland
	Registered Address:	Lower Baggot Street Dublin 2 Ireland
	Country of Incorporation	Ireland
	Nature of Business:	The borrowing and lending of funds.
	Securities:	€5,000,000 of 8 Year Floating Rate Notes due 2014
	Offering Document:	Final Terms dated 7 September 2006
	Specified Currency or Currencies:	EUR
	Aggregate Nominal Amount:	€5,000,000
	Issue Price:	99.82287 per cent.
	Specified Denominations:	€50,000
	Issue Date:	7 September 2006
	Interest:	3 months EURIBOR plus 0.04 per cent.
	Maturity Date:	Interest Payment Date falling on or around 4 September 2014
	Ratings of Securities:	None
	Ratings of Issuer:	Moody's: Aa3 Standard & Poor's: A+
	Interest Basis:	Floating
	Listing:	Irish Stock Exchange

The C Securities

3.	Issuer:	Norddeutsche Landesbank Girozentrale
	Registered Address:	Friedrichswall 10 D-30159 Hannover Germany
	Country of Incorporation:	Germany
	Nature of Business:	The borrowing and lending of funds

Securities:	€5,000,000 of 8 Year Floating Rate Notes due 2014
Offering Document:	Final Terms dated 5 September 2006
Specified Currency or Currencies:	EUR
Aggregate Nominal Amount:	€5,000,000
Issue Price:	99.78698 per cent.
Specified Denominations:	€50,000
Issue Date:	7 September 2006
Interest:	3 months EURIBOR minus 0.02 per cent.
Maturity Date:	4 September 2014
Ratings of Securities:	None
Ratings of Issuer:	Moody's: Aa2 Standard & Poors's: A
Interest Basis:	Floating
Listing:	Luxembourg Stock Exchange

Statement of Yield

On the assumption that no Credit Event or other Early Redemption event occurs in accordance with the Conditions, a Note of the minimum Specified Denomination will redeem at maturity at €50,000. The cost of the investment is an initial payment by each Noteholder of approximately €34,754.4 (to purchase a Note of the minimum Specified Denomination at an Issue Price of 69.5088%). The future cash flows of the investment for each Noteholder is a redemption amount at maturity of €50,000 (redemption at par for a Note of the minimum Specified Denomination).

On the assumption that no Credit Event or other Early Redemption event occurs in accordance with the Conditions, each integral multiple of a Note will redeem at maturity at €1,000. The costs of the investment is an initial payment, per integral multiple, of approximately €695.08 (to purchase each integral multiple at an Issue Price of 69.5088%). The future cash flows of the investment is a redemption amount at maturity of €1,000 (redemption at par for each integral multiple).

This statement of yield is a summary only and is qualified in its entirety by the Conditions.

Description of the Swap Counterparty

Commerzbank Aktiengesellschaft (hereinafter in this section also referred to as the "Bank") was originally established as Commerz-und-Disconto-Bank in Hamburg in 1870. The Bank was established in its present form through the re-merger of the post-war successor institutions of 1952 on July 1958. The registered office of the Bank is located in Frankfurt am Main and its headquarters are Kaiserplatz, D-60261 Frankfurt am Main. The Bank is registered under number HRB 32 000 in commercial register of the lower regional court (Amtsgericht) of Frankfurt am Main.

The object of the Bank is to conduct banking transactions and offer financial services and other related services and transactions, including the acquisition, holding and disposal of interests in other enterprises. The Bank may realize its object itself, through affiliated companies and equity participations or through the conclusion of affiliation and cooperation agreements with third parties.

is entitled to have recourse to all transactions and measures which are suitable for promoting business object, in particular the establishment of outlets in Germany and abroad and the acquisition, management and disposal of interests in other enterprises.

Commerzbank is a German private-sector bank. It functions as both a commercial and an investment bank, as well as being active in specialised fields - partially covered by subsidiaries within Commerzbank Group - such as mortgage banking and real-estate business, leasing and asset management. Services are centred on managing customers' accounts and handling payment transactions, loan, savings and investment schemes, and on securities transactions. Additional services are offered within the framework of the Bank's bank assurance strategy of cooperating with leading companies in finance-related sectors, including home loan savings schemes and the insurance business.

General Information

- 1** For 14 days from the date of the Listing Particulars, copies of the following documents will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the Issuer's registered office, the registered office of the Trustee and the specified offices of the Paying Agents:
 - 1.1** this Series Prospectus;
 - 1.2** the Supplemental Trust Deed in relation to the Notes; and
 - 1.3** the Interest Rate Swap and the Credit Default Swap.
- 2** The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed on 4 October 2005.
- 3** Since its incorporation, the Issuer has not commenced operations or trading, established any accounts or declared any dividends, except for transactions relating to the issuance of the Notes and in respect of other series of Notes issued under the Programme. Since the date of its last audited accounts, there has been no material adverse change in the financial position or prospects of the Issuer and no significant change in the trading and financial position of the Issuer.
- 4** The Issuer is not, nor has been, involved in any legal or arbitration proceedings (including such proceedings which are pending or threatened of which it is aware) which may have or have had since its date of incorporation, a significant effect on its financial position.
- 5** The auditors of the Issuer are PricewaterhouseCoopers, 22 Colomberie, St. Helier, Jersey, Channel Islands JE1 AXA, who are chartered accountants.
- 6** The Issuer does not intend to provide post issuance information regarding the Notes and the Securities.
- 7** The Issuer estimates that the total expenses related to the listing and admission to trading of the Notes on the Irish Stock Exchange shall be €4,000.

ISSUER

Portland Capital Limited

22 Grenville Street
St. Helier
Jersey JE4 8PX

TRUSTEE

J.P. Morgan Trustee and Depository Company Limited

Trinity Tower
9 Thomas More Street
London E1W 1YT

ISSUING AND PAYING AGENT, NOTICE AGENT AND CUSTODIAN

JPMorgan Chase Bank, N.A.

Trinity Tower
9 Thomas More Street
London E1W 1YT

PAYING AGENT

J.P. Morgan Bank (Ireland) Plc

JPMorgan House
International Finance Securities Centre
Dublin 1

ARRANGER, DEALER, SWAP COUNTERPARTY AND SWAP CALCULATION AGENT

Commerzbank Aktiengesellschaft

Kaiserplatz
60621 Frankfurt am Main

IRISH LISTING AGENT

J.P. Morgan Bank (Ireland) Plc

JPMorgan House
International Financial Services Centre
Dublin 1

LEGAL ADVISERS

as to English law

Linklaters
One Silk Street
London EC2Y 8HQ

as to Jersey law

Mourant du Feu & Jeune
68 King William Street
London EC4N 7D2
