€1,038,820,769 Notes of DECO 10 – Pan Europe 4 p.l.c.
(a public company incorporated with limited liability under the laws of Ireland with registration number 429348)

Commercial Mortgage Backed Floating Rate Notes due 2019

Application has been made to the Irish Stock Exchange Limited (the “Irish Stock Exchange”) for the €650,000,000 Class A1 Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class A1 Notes”), the €500,000 Class X Commercial Mortgage Backed Variable Rate Notes due 2019 (the “Class X Notes”), the €276,800,000 Class A2 Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class A2 Notes”), the €38,350,000 Class B Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class B Notes”), the €38,350,000 Class C Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class C Notes”), the €23,800,000 Class D Mortgage Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class D Notes”), the €10,137,769 Class E Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class E Notes”) and, together with the Class A1 Notes, the Class X Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the “Notes of DECO 10 – Pan Europe 4 p.l.c.”, a public company incorporated with limited liability in Ireland, to be admitted to the Official List of the Irish Stock Exchange and to trading on its regulated market. This Offering Circular (“Offering Circular”), constitutes a prospectus (“Prospectus”) for the purposes of Directive 2003/71/EC (the “Prospectus Directive”). References throughout this document to the “Offering Circular” shall be taken to read “Prospectus” for such purpose. The Prospectus is not a prospectus for purposes of Section 12(a)(2) or any other provision of or rule under the Securities Act (as defined below). Application has been made to the Irish Financial Services Regulatory Authority (the “Financial Regulator in Ireland”), as competent authority under the Prospectus Directive, for the Prospectus to be approved.

Interest on the Notes will be payable quarterly in arrear in euro on the 27th day of January, April, July and October in each year, subject to adjustment for non-Business Days as described herein (each a “Distribution Date”). The first Distribution Date will be 27th January, 2007. Unless previously redeemed in full, the Notes are expected to mature on the Distribution Dates indicated in the table below (the “Expected Maturity Date”) and the Notes of each class will, in any event, mature no later than the Distribution Date falling in October, 2019 (the “Final Maturity Date”). Before the Expected Maturity Date and the Final Maturity Date, the Notes will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 6 (Redemption and Cancellation) of the terms and conditions of the Notes (the “Conditions”) at page 211). The Notes and interest thereon will not be obligations or responsibilities of any person other than the Issuer.

On issue it is expected that the Notes will be assigned the respective ratings of Moody’s Investors Service Limited (“Moody’s”), Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (“S&P”) and Fitch Ratings Ltd. (“Fitch” and together with Moody’s and S&P, the “Rating Agencies”) set forth in the table below. A rating is not a recommendation to buy, sell or hold securities and may be subject to review, suspension or withdrawal at any time by the assigning rating organisation.

<table>
<thead>
<tr>
<th>Class</th>
<th>Initial Principal Amount</th>
<th>Rating Fitch/ Moody’s/s&amp;S&amp;P</th>
<th>Margin over Base Interest Rate</th>
<th>Expected Maturity Date</th>
<th>Final Maturity Date</th>
<th>Issue Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>€650,000,000</td>
<td>AAA/aaA/AAA</td>
<td>0.17 per cent.</td>
<td>April, 2013</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>X</td>
<td>€50,000,000</td>
<td>AAA/AA/AA</td>
<td>Variable</td>
<td>October, 2016</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>A2</td>
<td>€276,800,000</td>
<td>AAA/AA/AA</td>
<td>0.20 per cent.</td>
<td>October, 2016</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>B</td>
<td>€38,350,000</td>
<td>AA/AA/AA</td>
<td>0.27 per cent.</td>
<td>October, 2016</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>C</td>
<td>€38,350,000</td>
<td>A/AA/AA</td>
<td>0.45 per cent.</td>
<td>October, 2016</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>D</td>
<td>€23,800,000</td>
<td>BBB/BB/BB</td>
<td>0.75 per cent.</td>
<td>July, 2016</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>E</td>
<td>€10,137,769</td>
<td>NN/NN/BB</td>
<td>1.00 per cent.</td>
<td>July, 2016</td>
<td>27th October, 2019</td>
<td>100 per cent.</td>
</tr>
<tr>
<td>F</td>
<td>€1,370,769</td>
<td>N/N/BB</td>
<td>3.50 per cent.</td>
<td>July, 2013</td>
<td>27th October, 2019</td>
<td>98.688 per cent.</td>
</tr>
</tbody>
</table>

(1) All of the Notes, other than the Class X Notes, will bear interest at the rate of three-month European Inter-bank Offered Rate (“EURIBOR”) plus the margin specified above (other than in respect of the first Interest Period, the rate for which shall be determined by a linear interpolation of the rate for one month and two month euro deposits). The Class X Notes will bear interest at a variable rate of interest as set forth under Condition 5(c)(ii) (“Rate of Interest”) at page 208.

(2) Based on the assumptions set out in “Yield, Prepayment and Maturity Considerations” at page 183.

(3) Plus accrued interest, if any. The Class F Notes will be issued at par with the Joint Lead Managers or either of them.

(4) Interest on the Class E Notes and the Class F Notes for any Distribution Date will be limited, in accordance with Condition 5(c)(ii) (“Rate of Interest”) at page 205, to an amount equal to the lesser of (a) the Interest Amount in respect of such class of Notes for that Distribution Date, and (b) the Available Funds for that Distribution Date minus (ii) the sum (without duplication) of all amounts payable out of Available Funds on that Distribution Date in priority to the payment of Interest on such class of Notes, being the Adjusted Interest Amount. If the difference between the Interest Amount and the Adjusted Interest Amount applicable to the Class E Notes and/or the Class F Notes is attributable to a reduction in the interest-bearing balances of the Loans as a result of repayments and/or prepayments on the Loans, the amounts of interest that would otherwise be represented by such difference will be extinguished on such Distribution Date.

THE NOTES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS NOR HAS THE ISSUER BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940. THE NOTES MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO THE ACCOUNT OR BENEFIT OF U.S. PERSONS EXCEPT TO (A) QUALIFIED INSTITUTIONAL BUYERS (“QIBS”) WHO ARE ALSO QUALIFIED PURCHASERS (“QPS”) WITHIN THE MEANING OF SECTION 2(a)(11) OF THE INVESTMENT COMPANY ACT AND THE RULES THEREUNDER IN TRANSACTIONS COMPLYING WITH THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”) AND (B) NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. THE NOTES ARE NOT TRANSFERABLE EXCEPT UPON SATISFACTION OF CERTAIN CONDITIONS AS DESCRIBED UNDER “TRANSFER RESTRICTIONS” HEREIN.

If any withholding or deduction for or on account of tax is applicable to payments of interest on and/or repayments of principal of the Notes, such payments and/or repayments will be made subject to such withholding or deduction, without the Issuer being obliged to pay any additional amounts as a consequence.

The Notes are expected to settle in book-entry form through the facilities of the Depository Trust Company (“DTC”), Clearstream Banking, société anonyme (“Clearstream, Inc.”) and Euroclear Bank S.A./N.V. as operator of the Euroclear System (“Euroclear” and, together with DTC and Clearstream, Luxembourg, the “Clearing Systems”) on or about 6th December, 2006 (the “Closing Date”) against payment therefor in immediately available funds.

See “Risk Factors” at page 48 for a discussion of certain factors that should be considered in connection with an investment in the Notes.
IMPORTANT NOTICE

The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. No representation is made by the Issuer, the Originators, the Note Trustee, the Issuer Security Trustee or any of the Managers that this Offering Circular may be lawfully distributed, or that the Notes may be lawfully offered in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, and none of them assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Originators, the Note Trustee, the Issuer Security Trustee or any of the Managers which would permit a public offering of the Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published, in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and each Manager has represented that all offers and sales by it will be made on such terms. Persons into whose possession this Offering Circular comes are required by the Issuer and the Managers to inform themselves about and to observe any such restrictions.

The Class X Notes are not being offered pursuant to this Offering Circular. Any reference in this Offering Circular to the Notes being offered shall be construed as a reference to the Notes other than the Class X Notes.

The Issuer accepts responsibility for the information contained in this Offering Circular, other than the information for which Deutsche Bank AG accepts responsibility, as provided below. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Offering Circular (other than as provided in the following paragraph) is in accordance with the facts and does not omit anything likely to affect the import of such information.

Deutsche Bank AG accepts responsibility for the information contained in the section of this Offering Circular entitled “Deutsche Bank Aktiengesellschaft” at page 73, insofar as the same relates to it. To the best of the knowledge and belief of Deutsche Bank AG, (having taken all reasonable care to ensure that such is the case) the information contained in the section of this Offering Circular entitled “Deutsche Bank Aktiengesellschaft” at page 73 (insofar as the same relates to it) is in accordance with the facts and does not omit anything likely to affect the import of such information.

No person is or has been authorised in connection with the issue and sale of the Notes to give any information or to make any representation not contained in this Offering Circular and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of Deutsche Bank AG or any associated body of Deutsche Bank AG or of or by the Managers, the Issuer Related Parties, the Originators, the Facility Agents, the Loan Security Trustees, the Dutch Security Custodian, the Dutch Issuer, the Swiss Issuer Related Parties, the Swiss Security Custodian or any of their respective affiliates or shareholders or the shareholders of the Issuer. Neither the delivery of this Offering Circular nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the information contained herein since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

None of the Securities and Exchange Commission, any state securities commission or any other U.S. regulatory authority has approved or disapproved the Notes nor have any of the foregoing authorities passed upon or endorsed the merits, or the accuracy or adequacy of this Offering Circular.

The Notes and interest thereon will not be obligations or responsibilities of any person other than the Issuer. In particular, the Notes will not be obligations or responsibilities of, or be guaranteed by, Deutsche Bank AG or any associated body of Deutsche Bank AG or of or by the Managers, the Issuer Related Parties, the Originators, the Facility Agents, the Loan Security Trustees, the Dutch Security Custodian, the Swiss Issuer, the Swiss Issuer Related Parties, the Swiss Security Custodian or any of their respective affiliates or shareholders or the shareholders of the Issuer and none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.
NOTICE TO U.S. INVESTORS

This Offering Circular has been prepared by the Issuer solely for use in connection with the issue of the Notes. In the United States, this Offering Circular is personal to each person or entity to whom the Issuer, the Managers or an affiliate thereof has delivered it. Distribution in the United States of this Offering Circular to any person other than such persons or entities and those persons or entities, if any, retained to advise such persons or entities with respect thereto, is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited. Each prospective purchaser in the United States, by accepting delivery of this Offering Circular, agrees to the foregoing and not to reproduce all or any part of this Offering Circular.

Each purchaser of the Notes will be deemed to have made the representations, warranties and acknowledgements that are described in this Offering Circular under “Transfer Restrictions” at page 281.

The Notes have not been and will not be registered under the Securities Act or any state securities law and are subject to certain restrictions on transfer. Prospective purchasers are hereby notified that the seller of any Note may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

For further information on certain further restrictions on resale or transfer of the Notes, see “Description of the Notes” at page 188 and “Transfer Restrictions” at page 281.

Offers and sales of the Notes in the United States will be made by Deutsche Bank AG, London Branch and Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main (in such capacity, each a “Joint Lead Manager” and together, the “Joint Lead Managers”) through affiliates that are registered broker-dealers under the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”).

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENCE HAS BEEN FILED UNDER CHAPTER 421-B OF THE STATE OF NEW HAMPSHIRE REVISED STATUTES (“RSA”) WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act for resale of the Rule 144A Notes, the Issuer will make available upon request to a holder of such Note and a prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, the Issuer is not a reporting company under Section 13 or Section 15(d) of the Exchange Act and is not exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act.

ENFORCEABILITY OF JUDGMENTS

The Issuer is a public company incorporated with limited liability in Ireland. Two of the Issuer's three directors currently reside in Ireland and the other director resides in the United Kingdom. As a result, it may not be possible to effect service of process within the United States upon such persons to enforce against them judgments of courts of the United States.
upon the civil liability provisions of the federal or state securities laws of the United States. There is doubt as to the enforceability in Ireland, in original actions or in actions for enforcement of judgments of U.S. courts, of civil liabilities predicated solely upon such securities laws.

INFORMATION AS TO PLACEMENT WITHIN THE UNITED STATES

Notwithstanding the foregoing, each prospective investor (and each employee, representative or other agent of each prospective investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Notes and all materials of any kind (including opinions or other tax analyses) that are provided to the prospective investor relating to such tax treatment and tax structure. For these purposes, the tax treatment of an investment in the Notes means the purported or claimed United States federal income tax treatment of an investment in the Notes. Moreover, the tax structure of an investment in the Notes includes any fact that may be relevant to understanding the purported or claimed United States federal income tax treatment of an investment in the Notes.

OFFEREE ACKNOWLEDGEMENTS

Each person receiving this Offering Circular, by acceptance hereof, hereby acknowledges that:

This Offering Circular has been prepared by the Issuer solely for the purpose of offering the Notes described herein. Notwithstanding any investigation that the Managers may have made with respect to the information set forth herein, this Offering Circular does not constitute, and shall not be construed as, any representation or warranty by the Managers as to the adequacy or accuracy of the information set forth herein. Delivery of this Offering Circular to any person other than the prospective investor and those persons, if any, retained to advise such prospective investor with respect to the possible offer and sale of the Notes is unauthorised, and any disclosure of any of its contents for any purpose other than considering an investment in the Notes is strictly prohibited. A prospective investor shall not be entitled to, and must not rely on this Offering Circular unless it was furnished to such prospective investor directly by the Issuer or the Managers.

The obligations of the parties to the transactions contemplated herein are set forth in and will be governed by certain documents described herein, and all of the statements and information contained herein are qualified in their entirety by reference to such documents. This Offering Circular contains summaries, which the Issuer believes to be accurate, of certain of these documents, but for a complete description of the rights and obligations summarised herein, reference is hereby made to the actual documents, copies of which may (on giving reasonable notice) be obtained from the Note Trustee.

EACH PERSON RECEIVING THIS OFFERING CIRCULAR ACKNOWLEDGES THAT (A) SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW, AND HAS RECEIVED, ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN, (B) SUCH PERSON HAS NOT RELIED ON THE MANAGERS OR ANY PERSON AFFILIATED WITH THE MANAGERS IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION, (C) NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING THE NOTES OTHER THAN AS CONTAINED HEREIN, AND IF GIVEN OR MADE, ANY SUCH OTHER INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORISED, AND (D) NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR NOR ANY SALE MADE HEREUNDER WILL CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS AT ANY TIME SINCE THE DATE HEREOF. EACH PROSPECTIVE PURCHASER SHOULD CONSULT ITS OWN BUSINESS, LEGAL AND TAX ADVISORS FOR INVESTMENT, LEGAL AND TAX ADVICE AND AS TO THE DESIRABILITY AND CONSEQUENCES OF AN INVESTMENT IN THE NOTES.
FORWARD-LOOKING STATEMENTS

Certain matters contained herein are forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995. Such statements appear in a number of places in this Offering Circular, including with respect to assumptions on prepayment and certain other characteristics of the Loans and reflect significant assumptions and subjective judgments by the Issuer that may or may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as “may”, “will”, “could”, “believes”, “expects”, “projects”, “anticipates”, “continues”, “intends”, “plans” or similar terms. Consequently, future results may differ from the Issuer’s expectations due to a variety of factors, including (but not limited to) the economic environment and changes in governmental regulations, fiscal policy, planning or tax laws in Germany, Ireland, Jersey, Luxembourg, The Netherlands, Switzerland and the United Kingdom. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer. The Managers have not attempted to verify any such statements, nor do they make any representation, express or implied, with respect thereto.

Prospective purchasers should therefore not place undue reliance on any of these forward-looking statements. Neither the Issuer nor any of the Managers assumes any obligation to update these forward-looking statements or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements.

All references in this document to “euro” or “Euro” or “€” are to the currency introduced at the commencement of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union, as amended by the Treaty of Amsterdam, references to “sterling” or “pounds”, “GBP” or “£” are to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland (the “United Kingdom”), references to “USD”, “dollars” or “$” are to the lawful currency for the time being of the United States of America (the “U.S.” or the “United States”) and references to “CHF” or “Swiss Francs” are to the lawful currency for the time being of Switzerland.

GENERAL NOTICE TO INVESTORS

Other than the approval by the Financial Regulator in Ireland of this Offering Circular as a prospectus in accordance with the requirements of the Prospectus Directive and the relevant implementing measures in Ireland, no action has been or will be taken to permit a public offering of the Notes or the distribution of this Offering Circular in any jurisdiction where action for that purpose is required. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular (or any part hereof) comes are required by the Issuer and the Managers to inform themselves about, and to observe, any such restrictions. Neither this Offering Circular nor any part hereof constitutes an offer of, or an invitation by or on behalf of the Issuer or the Managers to subscribe for or purchase any of the Notes and neither this Offering Circular, nor any part hereof, may be used for or in connection with an offer to, or solicitation by, any person in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

For a further description of certain restrictions on offers and sales of the Notes and distribution of this Offering Circular (or any part hereof) see “Notice to U.S. Investors” at page 3, “Subscription and Sale” at page 276 and “Transfer Restrictions” at page 281.

In connection with this issue, Deutsche Bank AG, London Branch (the “Stabilising Manager”) (or persons acting on behalf of the Stabilising Manager) may over-allot Notes (provided that the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the Notes) or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake stabilisation action and there is no obligation on the Stabilising Manager to take any such action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of
the Notes is made and, if begun, may be ended at any time, but it must end no later than
the earlier to occur of 30 days after the issue date and 60 days after the date of the
allotment of the Notes. Any loss or profit sustained as a consequence of any such over-
allotment or stabilising shall be for the account of Deutsche Bank AG, London Branch.

Unless otherwise stated in this Offering Circular, any translations or conversions of
Swiss Francs into Euro have been made at the rate of CHF 1 = €0.62755. Use of this rate
does not mean that Swiss Franc amounts actually represent those Euro amounts or could
be converted into Euro at that rate at any particular time.
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Helaba is the originator (jointly with Deutsche Bank) in respect of only one Loan, the Dresdner Office Portfolio Loan.
TRANSACTION OVERVIEW

The following information is a transaction overview in relation to the issue of the Notes. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Offering Circular. Certain terms used in this summary are defined elsewhere in this Offering Circular. A list of the pages on which these terms are defined is found in the “Index of Principal Defined Terms”, at Appendix 2 to this Offering Circular.

As is described in further detail in this Offering Circular, the payment of interest on and the repayment of principal in respect of the Notes is intended to be primarily funded, directly or indirectly, from payments of interest on and the repayments of principal in respect of 14 commercial loans, 12 of which were originated solely by Deutsche Bank AG, London Branch (the “Deutsche Bank Originator”), one of which was originated jointly by the Deutsche Bank Originator and Citibank N.A., London Branch (“Citibank”), and one of which was originated jointly by the Deutsche Bank Originator and Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main (the “Helaba Originator”).

The loans are secured upon, among other things, properties which are used for commercial and multi-family purposes, situated in Germany, The Netherlands and Switzerland. The loans and the transaction described in this Offering Circular have been structured to take into account the relevant laws of these three jurisdictions.

On the Closing Date, the Issuer will issue the Notes and will apply the proceeds of such issuance (other than the proceeds of issuance of the Class X Notes):

(a) (i) to acquire from the Deutsche Bank Originator its right to receive interest payments on, and repayments of principal of, ten loans, together with the security therefor, in an aggregate principal amount, as at the Cut-Off Date, of €407,002,517; and

(ii) to acquire from the Deutsche Bank Originator and the Helaba Originator (the Deutsche Bank Originator and the Helaba Originator, as originators of the German Loans, the “German Originators”) jointly their respective rights to receive interest payments on, and repayments of principal of, one loan, together with the security therefor, in an aggregate principal amount, as at the Cut-Off Date, of €420,667,583,

the loans referred to in (i) and (ii) above, together, the “German Loans” and each a “German Loan”, eight of which represent the entire loan originated by the Originators, one of which represents a senior tranche of the entire loan (the “DFK Portfolio Senior Loan” and the corresponding junior tranche not acquired by the Issuer, the “DFK Portfolio Subordinated Loan”), and two of which represent a 50 per cent. share in the entire loan, and the related security referred to in (i) and (ii) above, together, the “German Related Security” and, together with the German Loans, the “German Assets”;

(b) to acquire from the Deutsche Bank Originator (in such capacity, the “Dutch Originator”) its right to receive interest payments on, and repayments of principal of, one loan (the “Dutch Loan”), together with the security therefor (the “Dutch Related Security” and together with the Dutch Loan, the “Dutch Assets”), in an aggregate principal amount, as at the Cut-Off Date, of €67,762,500; and

(c) to subscribe for two notes, each representing a senior interest in a Swiss Loan (each a “Swiss Senior Note” and, together, the “Swiss Senior Notes”) in an aggregate principal amount, as at the Cut-Off Date, of CHF228,407,679 (and the corresponding junior interest in a Swiss Loan not acquired by the Issuer, a “Swiss Subordinated Note”). The Swiss Senior Notes will be issued by DECO – PE4 Swiss AG (the “Swiss Issuer”) on the Closing Date. The Swiss Issuer will use the proceeds of the subscription for the Swiss Senior Notes, together with funds made available to it pursuant to the issuance of the Swiss Subordinated Notes, to purchase from the Deutsche Bank Originator (in such capacity, the “Swiss Originator” and, together with the German Originators and the Dutch Originator, the “Originators”), the right to receive payments of interest on, and repayments in respect of principal of two loans (each a “Swiss Loan” and, together, the “Swiss Loans”) together with the security therefor (the “Swiss Related Security” and, together with the Swiss Loans, the “Swiss Assets” and the
Swiss Related Security, together with the German Related Security and the Dutch Related Security, the “Related Security”), in an aggregate principal amount, as at the Cut-Off Date, of CHF293,400,000.

As described above, one of the German Loans was originated by the Deutsche Bank Originator and Citibank jointly (the “Treveria II Loan”), each lender participating in the loan on origination in equal shares. Only the Deutsche Bank Originator’s share of the Treveria II Loan, in a principal amount as at the Cut-Off Date of €115,862,103, will be acquired by the Issuer on the Closing Date (such tranche, the “Treveria II Acquired Loan”). Citibank’s share of the Treveria II Loan, representing a tranche ranking pari passu with the Treveria II Acquired Loan (the “Citibank Treveria II Loan”), is expected to be securitised pursuant to a separate transaction arranged by Citibank after the Closing Date (the “Citibank Securitisation”).

Another of the German Loans was, as described above, originated by the Deutsche Bank Originator and the Helaba Originator jointly (the “Dresdner Office Portfolio Loan”), each lender participating in the loan in equal shares. 50 per cent. of the Originators’ share of the Dresdner Office Portfolio Loan will be acquired by the Issuer (the “Dresdner Office Portfolio Acquired Loan”). The remaining 50 per cent. of the Dresdner Office Portfolio Loan (such share in the Dresdner Office Portfolio Loan, the “Dresdner Office Portfolio Deco 9 Loan”) was acquired by DECO 9 – Pan Europe 3 p.l.c. (the “Deco 9 Issuer”) pursuant to a previous securitisation transaction arranged by Deutsche Bank AG that closed on 15th August, 2006 (the “Deco 9 Securitisation”). The Dresdner Office Portfolio Acquired Loan will rank pari passu with the Dresdner Office Portfolio Deco 9 Loan.

For the avoidance of doubt and for the purposes of this Offering Circular, the terms German Loan and German Loans include both the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan.

The German Assets, the Dutch Assets and the Swiss Senior Notes are together referred to in this Offering Circular as the “Issuer Assets”. The German Assets, the Dutch Assets and the Swiss Assets are together referred to in this Offering Circular as the “Originated Assets”. For the avoidance of doubt, the German Assets and the Dutch Assets are included in both the definition of Issuer Assets, as they are owned by the Issuer, and the definition of Originated Assets. The German Loans, the Dutch Loans and the Swiss Loans are also collectively referred to in this Offering Circular as “Loans” or the “Loan Pool” and each, individually, is referred to as a “Loan”.

The German Subordinated Lender. Each Swiss Subordinated Note will be issued, directly or indirectly, by the Swiss Issuer to third parties. The holders of the economic benefit in the Swiss Loans represented by the Swiss Subordinated Notes are referred to in this Offering Circular as the “Swiss Subordinated Lenders” and, together with the German Subordinated Lenders, the “Subordinated Lenders”.

As used in this Offering Circular, the term “Whole German Loan” means (a) an entire loan originated by a German Originator, which has not been syndicated, tranched or divided in any way or (b) where a loan originated by a German Originator or the German Originators, as the case may be, has been syndicated, tranched or divided, all portions of that loan considered in aggregate. The Whole German Loans, the Dutch Loan and the Swiss Loans are together referred to in this Offering Circular as “Whole Loans”.

The Whole German Loans that will be syndicated, tranched or divided on the Closing Date are the DFK Portfolio Loan, the Treveria II Portfolio Loan and the Dresdner Office Portfolio Loan. The interests in both of the Swiss Loans will be tranched on the Closing Date by way of the issuance by the Swiss Issuer of Swiss Senior Notes and Swiss Subordinated Notes representing senior and junior interests, respectively, in the Swiss Loans. The Dutch Loan will not be syndicated, tranched or divided.

With respect to the DFK Portfolio Loan, the Issuer, as lender in respect of the DFK Portfolio Senior Loan, will enter into an intercreditor deed on the Closing Date (the “DFK Portfolio Intercreditor Deed”) with, among others, the German Subordinated Lender. With respect to the Swiss Loans, the Issuer will enter into an intercreditor deed for each Swiss Loan on the Closing Date (each a “Swiss Intercreditor Deed” and, together the “Swiss Intercreditor Deeds” and, together with the DFK Portfolio Intercreditor Deed, the “Intercreditor Deeds”) with, among others,
the relevant Swiss Subordinated Lender. The Intercreditor Deeds will regulate the claims between the Issuer (as lender in respect of the DFK Portfolio Senior Loan or holder of the Swiss Senior Notes in respect of the Swiss Loans) and the German Subordinated Lender or the Swiss Subordinated Lenders, as the case may be, as to payments, subordination and priority in relation to the DFK Portfolio Loan and the Swiss Loans, as the case may be.

For further information about the Intercreditor Deeds, see “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes – The DFK Portfolio Intercreditor Deed and the Swiss Intercreditor Deeds” at pages 134 and 149, respectively.

The Whole German Loans, the terms of which are set out in separate loan agreements (each a “German Loan Agreement” and together, the “German Loan Agreements”), are (subject to the completion, in certain cases, of applicable registration requirements) secured by, among other things, mortgages or land charges (Briefgrundschulden) governed by German law over an aggregate of 423 properties, of which 366 are commercial properties and 57 are multi-family properties, and which are situated in various parts of Germany (the “German Properties”). The Dutch Loan, the terms of which are set out in a separate loan agreement (the “Dutch Loan Agreement”), is secured by, among other things, a mortgage (hypotheek) governed by Dutch law over a single commercial property situated in Hilversum, The Netherlands (the “Dutch Property”). The Swiss Loans, the terms of which are also set out in separate loan agreements (each a “Swiss Loan Agreement” and together, the “Swiss Loan Agreements”), are secured by, among other things, mortgages (Schuldbriefe) governed by Swiss law over two commercial properties situated in Emmen (near Lucerne), Switzerland and in Zürich, Switzerland (the “Swiss Properties”) and, together with the German Properties and the Dutch Property, the “Properties”). The German Loan Agreements, the Dutch Loan Agreement and the Swiss Loan Agreements are collectively referred to in this Offering Circular as the “Loan Agreements” and each individually is referred to as a “Loan Agreement”.

The Properties are, save as otherwise described in this Offering Circular, let to one or more tenants and, as such, generate an entitlement to a regular periodic rental income (the “Rental Income”). At the time each Whole Loan was originated, security interests were granted in all cases over the Rental Income from time to time generated by the Property or Properties the subject of such financing, for the benefit of the Deutsche Bank Originator or, in the case of the Dresdner Office Portfolio Loan, both Originators and, in the case of the Treveria II Loan, Citibank.

The Rental Income generated by the German Properties will be applied by the borrowers of the German Loans (together the “German Borrowers” and each a “German Borrower”), among other things, in or towards making payments of interest on and, if applicable, scheduled repayments of principal in respect of the German Loans to the Issuer. The Rental Income generated by the Dutch Property will be applied by the borrower of the Dutch Loan (the “Dutch Borrower”), among other things, in or towards making payments of interest on the Dutch Loan to the Issuer. The Rental Income generated by the Swiss Properties will be applied by the borrowers of the Swiss Loans (together the “Swiss Borrowers” and each a “Swiss Borrower”), among other things, in or towards making payments of interest on and scheduled repayments of principal in respect of the Swiss Loans to the Swiss Issuer. To the extent that Rental Income generated in respect of the Properties relating to a particular Loan is insufficient to repay principal of that Loan in full on or before its scheduled maturity date or Rental Income is not applied to repay principal of that Loan and the applicable Properties have not previously been sold, it is anticipated that such repayment will be funded by applying the proceeds of the refinancing of the relevant Loan (the “Refinancing Proceeds”) or the proceeds of sale of the relevant Properties (the “Disposal Proceeds”, which term shall be construed in this Offering Circular, where relevant, to include proceeds of sale of the relevant Properties arising prior to the scheduled maturity date of the relevant Loan).

The German Borrowers, the Dutch Borrower and the Swiss Borrowers are together referred to in this Offering Circular as the “Borrowers”, and each is referred to as a “Borrower”.

All amounts of interest and principal received by the Swiss Issuer in respect of the Swiss Loans (less certain administrative and operational expenses of the Swiss Issuer, as further described in this Offering Circular) will be applied by the Swiss Issuer, among other things, in or towards making payments of interest on and repayments of principal in respect of the Swiss Senior Notes to the Issuer.
Payments of interest on and repayments of principal in respect of the Issuer Assets will thus be funded, directly or indirectly, from Rental Income, Refinancing Proceeds or Disposal Proceeds, as the case may be, such amounts, in turn, constituting the primary sources from which payments of interest on and repayments of principal in respect of the Notes will be made.

Save for the Swisscom Loan, the Loans (or specified tranches thereof) bear or, in the case of the Justizzentrum Loan, will, as further described below, bear interest at a fixed rate (the “Fixed Rate Loans”) while the Notes will bear interest at a floating rate. The Justizzentrum Loan bears interest at a floating rate for the first six months of its term, and will bear interest at a fixed rate upon the expiry of such six month period or earlier, upon the occurrence of certain trigger events specified in the relevant Loan Agreement. The Swisscom Loan bears interest at a floating rate, subject to an interest rate cap (the “Capped Floating Rate Loan”). The Issuer will therefore be exposed to the risk of an interest rate mismatch arising between the Fixed Rate Loans and, in certain circumstances, the Capped Floating Rate Loan, and the floating rate interest liability on the Notes as well as to certain other risks (being cross-currency risk in respect of the Swiss Senior Notes as a result of the Swiss Senior Notes being denominated in Swiss Francs while the Notes are denominated in Euro, and basis risk as a result of there being a mismatch between the interest rate basis on each of the Loans and the interest rate basis on the Notes and the interest accrual periods in respect of the Loans and the interest accrual periods in respect of the Notes). In order to protect the Issuer against the risk of such interest rate risk, cross-currency risk and basis risk, the Issuer and Deutsche Bank AG (in such capacity, the “Swap Provider”) will enter into two swap agreements each documented under an ISDA 1992 Master Agreement (Multicurrency-Cross Border) on the Closing Date (each, a “Swap Agreement” and together, the “Swap Agreements”). Under one Swap Agreement, the Issuer and the Swap Provider will enter into a series of interest rate swap transactions (each a “Rate Swap Transaction” and together the “Rate Swap Transactions”), in respect of the interest payable to the Issuer on the Fixed Rate Loans and the Capped Floating Rate Loan, together with a hedge in respect of the basis risk in respect of all the Loans (each a “Basis Swap Transaction” and together the “Basis Swap Transactions”), while under the other Swap Agreement the Issuer will hedge the cross-currency risks to which it is exposed in respect of the Swiss Senior Notes pursuant to a series of currency swap transactions (each a “Currency Swap Transaction” and together the “Currency Swap Transactions”).

For further information about the Swap Agreements and the transactions entered into pursuant thereto, see “Description of the Swap Agreements” at page 131.

Payments of interest on the Loans may, under certain circumstances, be delayed. Such delays could adversely impact upon the ability of the Issuer to make timely payments of interest on the Notes. In order to protect the Issuer against this risk, the Issuer and Danske Bank A/S, London Branch acting through its office at 75 King William Street, London EC4N 7DT (in such capacity, the “Liquidity Facility Provider”) will enter into a liquidity facility agreement on the Closing Date (the “Liquidity Facility Agreement”). As well as covering delays in the payment of interest on the Loans, the Liquidity Facility Agreement will also permit the Issuer to make drawings to pay certain expenses from time to time of the Issuer and the Swiss Issuer. If the relevant expense that gives rise to the relevant shortfall is an obligation of or may only be discharged by the Swiss Issuer, the Issuer will apply funds drawn under the Liquidity Facility Agreement to make an inter-company loan to the Swiss Issuer for the payment of such expense pursuant to an inter-company loan agreement between the Issuer and the Swiss Issuer (the “Swiss Inter-company Loan Agreement”).

For further information about the Liquidity Facility Agreement and the Swiss Inter-company Loan Agreement, see “The Liquidity Facility Agreement and Swiss Inter-company Loan Agreement” at page 126.

The Issuer will grant security (the “Issuer Security”) for its obligations in respect of the Notes and under the Transaction Documents to the Issuer Security Trustee for itself, the Noteholders and the Issuer Related Parties (collectively, the “Issuer Secured Creditors”).

The Issuer Security will comprise:

(a) security interests granted in respect of the Issuer Assets pursuant, in certain cases, to individual security agreements governed by the same law that governs the relevant Issuer Asset; and

(b) security interests granted in respect of the Issuer’s assets other than those referred to in (a) above, including the Issuer’s rights under the various contractual documents it enters into in connection with the issuance of the Notes.
In relation to the security interests contemplated in paragraph (a) above, the Issuer and the Issuer Security Trustee will on the Closing Date, in respect of the German Related Security governed by German law, enter into a security agreement governed by German law (the “German Security Agreement”), in respect of the Dutch Related Security governed by Dutch law, will enter into a security agreement governed by Dutch law (the “Dutch Security Agreement”) and, in respect of the Swiss Senior Notes, will enter into a pledge agreement governed by Swiss law (the “Swiss Security Agreement”). In relation to the security interests contemplated in paragraph (b) above, the Issuer and the Issuer Security Trustee will on the Closing Date, enter into a deed of charge and assignment governed by English Law (the “Deed of Charge and Assignment” and, together with the German Security Agreement, the Dutch Security Agreement and the Swiss Security Agreement, the “Issuer Security Documents”). The Deed of Charge and Assignment will include a floating security interest covering assets of the Issuer which are not covered by other specific security interests. The Issuer Security shall become enforceable upon service of a Note Acceleration Notice, as described further in Condition 10 (Note Events of Default) at page 215.

There is no intention to accumulate any surplus funds in the Swiss Issuer as security for any future payments of interest on and repayments of principal of the Swiss Senior Notes, though the Swiss Issuer will have a transaction account to which funds will be credited from time to time. There is also no intention to accumulate any surplus funds in the Issuer as security for any future payments of interest on and repayment of principal of the Notes, though the Issuer will also have a transaction account to which funds will be credited from time to time.
SUMMARY

The following information is a summary of the principal features of the issue of the Notes. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Offering Circular. Certain terms used in this summary are defined elsewhere in this Offering Circular. A list of the pages on which these terms are defined is found in the “Index of Principal Defined Terms”, at Appendix 2 to this Offering Circular.

The Issuer and its Related Parties

Issuer ............................................ DECO 10 – Pan Europe 4 p.l.c. (the “Issuer”), a public company incorporated with limited liability under the laws of Ireland, whose registered office is at First Floor, 7 Exchange Place, International Financial Services Centre, Dublin 1, Ireland.

Note Trustee .................................. Deutsche Trustee Company Limited, a limited liability company incorporated under the laws of England and Wales, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in such capacity, the “Note Trustee”) will act as trustee for the holders of the Notes pursuant to a trust deed (the “Note Trust Deed”) to be entered into on the Closing Date between the Note Trustee, the Issuer Security Trustee and the Issuer.

Issuer Security Trustee ............. Deutsche Trustee Company Limited (in such capacity, the “Issuer Security Trustee”) will act as security trustee and hold on trust for itself and the other Issuer Secured Creditors the security granted by the Issuer in favour of the Issuer Secured Creditors pursuant to the Issuer Security Documents.

Issuer Servicer ......................... Deutsche Bank AG, London Branch, located at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in such capacity, the “Issuer Servicer”), will act as servicer of:

(a) the Issuer Assets (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Loan) pursuant to an agreement to be entered into on the Closing Date between, among others, the Issuer, the Issuer Security Trustee and the Issuer Servicer (the “Issuer Servicing Agreement”);

(b) the Issuer’s interest in the Treveria II Loan, being the Treveria II Acquired Loan, pursuant to an agreement to be entered into on the Closing Date between, among others, the Issuer and the Issuer Servicer (the “Treveria II Servicing Agreement”); and

(c) the Dresdner Office Portfolio Loan pursuant to an agreement dated 15th August, 2006 between, among others, the Deco 9 Issuer (as lender of the Dresdner Office Portfolio Deco 9 Loan), the Deutsche Bank Originator and the Helaba Originator (as lenders as at the date of this Offering Circular, of the Dresdner Office Portfolio Acquired Loan), the Issuer Servicer and the Deco 9 Issuer Security Trustee (the “Dresdner Office Portfolio Servicing Agreement” and, together with the Issuer Servicing Agreement and the Treveria II Servicing Agreement, the “Issuer Servicing Agreements”). The Issuer and the Issuer Security Trustee will accede to, and the Deutsche Bank Originator and the Helaba Originator will secede from, the Dresdner Office Portfolio Servicing Agreement pursuant to an accession deed (the “Dresdner Office Portfolio Servicing Agreement Accession Deed”) to be entered into on the Closing Date.
Issuer Special Servicer

Hatfield Philips International Limited, a limited liability company formed under the laws of England and Wales, acting out of its office at 34th Floor, 25 Canada Square, Canary Wharf, London E14 5LB (in such capacity, the “Issuer Special Servicer”) will act as special servicer of:

(a) the Issuer Assets pursuant to the Issuer Servicing Agreement (other than with respect to the Treveria II Loan and the Dresdner Office Portfolio Loan); and

(b) the Dresdner Office Portfolio Acquired Loan and its German Related Security pursuant to the Dresdner Office Portfolio Servicing Agreement.

Treveria II Facility Agent

Deutsche Bank AG, London Branch will, pursuant to the Treveria II Servicing Agreement, facilitate the implementation of servicing decisions taken by the separate entities servicing the different portions of the Treveria II Loan, being the Issuer Servicer in respect of the Treveria II Acquired Loan and the Citibank Securitisation Issuer Servicer in respect of the Citibank Treveria II Loan following the closing of the Citibank Securitisation (in such capacity, the “Treveria II Facility Agent”).

Treveria II Special Servicer

Citibank International plc will act as special servicer of the Treveria II Acquired Loan and its German Related Security pursuant to the Treveria II Servicing Agreement while the Treveria II Loan is a Specially Serviced Loan (in such capacity, the “Treveria II Special Servicer”).

Cash Manager and Operating Bank

Deutsche Bank AG, London Branch, will act as cash manager and operating bank (in such capacities, the “Cash Manager” and the “Operating Bank”, respectively) pursuant to a cash management agreement to be entered into on the Closing Date between, among others, the Cash Manager, the Operating Bank, the Issuer Security Trustee and the Issuer (the “Cash Management Agreement”).

Agent Bank and Principal Paying Agent

Deutsche Bank AG, London Branch will act as principal paying agent and agent bank (in such capacities, the “Principal Paying Agent” and the “Agent Bank”, respectively, and the Principal Paying Agent together with the Irish Paying Agent and any other paying agent appointed pursuant to the Agency Agreement, the “Paying Agents”) pursuant to an agency agreement to be entered into on the Closing Date between, among others, the Paying Agents, the Agent Bank and the Issuer (the “Agency Agreement”).

Irish Paying Agent

Deutsche International Corporate Services (Ireland) Limited, a limited liability company incorporated under the laws of Ireland, whose registered office is at 5 Harbourmaster Place, International Financial Services Centre, Dublin 1, Ireland, will act as Irish paying agent to the Issuer (the “Irish Paying Agent”), pursuant to the Agency Agreement.

Registrar and Exchange Agent

Deutsche Bank Trust Company Americas located at 1761 East St. Andrew Place, Santa Ana, California 92705 will act as registrar (in such capacity, the “Registrar”) pursuant to the Agency Agreement and as exchange agent (in such capacity, the “Exchange Agent”) pursuant to an exchange agency agreement to be entered into on the Closing Date between, among others, the Issuer and the Exchange Agent (the “Exchange Agency Agreement”).
Issuer Corporate Services Provider

Wilmington Trust SP Services (Dublin) Limited, a limited liability company incorporated under the laws of Ireland, whose registered office is at First Floor, 7 Exchange Place, International Financial Services Centre, Dublin 1, Ireland will act as corporate services provider to the Issuer (the “Issuer Corporate Services Provider”), pursuant to a corporate services agreement to be entered into on the Closing Date between, among others, the Issuer and the Issuer Corporate Services Provider (the “Issuer Corporate Services Agreement”).

Swap Provider

Deutsche Bank AG will act as Swap Provider pursuant to the Swap Agreements.

Liquidity Facility Provider

Danske Bank A/S, acting through its London Branch, will act as liquidity facility provider (the “Liquidity Facility Provider”) pursuant to the Liquidity Facility Agreement.

Issuer Related Parties

The Note Trustee, the Issuer Security Trustee, the Issuer Servicer, the Issuer Special Servicer, the Treveria II Special Servicer, the Cash Manager, the Operating Bank, the Agent Bank, the Principal Paying Agent, the Irish Paying Agent, the Registrar, the Exchange Agent, the Issuer Corporate Services Provider, the Swap Provider and the Liquidity Facility Provider are together referred to in this Offering Circular as the “Issuer Related Parties”.

Controlling Party and Operating Adviser

Each Loan will have a Controlling Party, though the identity of the Controlling Party may vary from time to time and from Loan to Loan. As is described in further detail below, the Controlling Party has certain rights by virtue of its status as such.

The “Controlling Party” means:

(a) in relation to the DFK Portfolio Loan:
   (i) the German Subordinated Lender, provided a Control Valuation Event has not occurred; or
   (ii) the Controlling Class, if a Control Valuation Event has occurred;

(b) in relation to the Treveria II Loan, the Controlling Class but only in relation to the Treveria II Acquired Loan;

(c) in relation to the Dresdner Office Portfolio Loan, the Controlling Class but only in relation to the Dresdner Office Portfolio Acquired Loan;

(d) in relation to the German Loans (other than the DFK Portfolio Loan, the Treveria II Loan and the Dresdner Office Portfolio Loan) and the Dutch Loan, the Controlling Class;

(e) in relation to the Swiss Loans:
   (i) the relevant Swiss Subordinated Lender, provided a Control Valuation Event has not occurred; or
   (ii) the Issuer as holder of the Swiss Senior Notes, acting on the directions of the Controlling Class, if a Control Valuation Event has occurred.

The “Controlling Class” will be the holders of the most junior ranking class of Notes then outstanding (other than the Class X Notes) which has a total Principal Amount Outstanding (after deducting any applicable NAI Amounts) that is not less than 25 per cent. of the Principal Amount Outstanding of that class as at the Closing Date. If no class of Notes has a Principal Amount
Outstanding (after deducting any applicable NAI Amounts) that satisfies this requirement, then the Controlling Class will be the most junior class of Notes then outstanding. As at the Closing Date, the holders of the Class F Notes will be the Controlling Class.

The Controlling Party in respect of each Loan will be entitled to elect a representative (the “Operating Adviser”) who will have the right:

(a) to require the Issuer (other than in respect of the Dresdner Office Portfolio Loan or the Treveria II Loan) or the Swiss Issuer, as the case may be, to appoint an Issuer Special Servicer or a Swiss Issuer Special Servicer, as the case may be, in respect of the relevant German Loan, Dutch Loan or Swiss Loan; and

(b) to be consulted on certain matters relating to the servicing and enforcement of that German Loan, Dutch Loan or Swiss Loan, as provided for in the relevant servicing agreements.

With respect to the Treveria II Loan and the Dresdner Office Portfolio Loan, the Controlling Class may not be the only entity able to exercise controlling party rights in relation to each of these loans. In particular, in relation to the Treveria II Loan, the controlling class of noteholders in the Citibank Securitisation or, prior to the Citibank Securitisation, Citibank, as lender of the Citibank Treveria II Senior Loan, will have similar rights to the Controlling Class but only in relation to that portion of the Treveria II Loan to be acquired by the issuer pursuant to the Citibank Securitisation (the “Citibank Securitisation Issuer”). In relation to the Dresdner Office Portfolio Loan the controlling class of noteholders in the Deco 9 Securitisation (the “Deco 9 Securitisation Controlling Class”) will have the same rights as the Controlling Class, but only in relation to the Dresdner Office Portfolio Deco 9 Loan.

For further information about the role and rights of the Operating Adviser, see “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes” at page 134, “Servicing Arrangements for the Treveria II Acquired Loan” at page 156 and “Servicing Arrangements for the Dresdner Office Portfolio Acquired Loan” at page 168.

The German Originators and their Related Parties

German Originators ................. The Deutsche Bank Originator was the sole original lender of the German Loans, other than the Dresdner Office Portfolio Loan and the Treveria II Loan, as described above.

The Deutsche Bank Originator and Citibank were the joint original lenders of the Treveria II Loan.

The Deutsche Bank Originator and the Helaba Originator, located at Main Tower, Neue Mainzer Straße 52-58, 60311 Frankfurt am Main, were the joint original lenders of the Dresdner Office Portfolio Loan.

German Facility Agents .......... Deutsche Bank AG, London Branch acts as facility agent under each of the German Loan Agreements other than the German Loan Agreement relating to the Dresdner Office Portfolio Loan (in such capacity, the “Deutsche Bank Facility Agent”).

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Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main acts as facility agent under the German Loan Agreement relating to the Dresdner Office Portfolio Loan (in such capacity, the "Helaba Facility Agent" and, together with the Deutsche Bank Facility Agent, the "German Facility Agents" and each a "German Facility Agent").

German Security Trustees ......... Deutsche Bank AG, London Branch acts as security agent or security trustee (in such capacity, the "Deutsche Bank Security Trustee") under each of the agreements constituting the German Related Security other than with respect to the Dresdner Office Portfolio Loan, in respect of which Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main acts as security trustee (in such capacity, the "Helaba Security Trustee" and, together with the Deutsche Bank Security Trustee, the "German Security Trustees" and each a "German Security Trustee").

The Dutch Originator and its Related Parties

Dutch Originator ....................... Deutsche Bank AG, London Branch was the originator of the Dutch Loan.

Dutch Facility Agent ................. Deutsche Bank AG, London Branch acts as facility agent under the Dutch Loan Agreement (in such capacity, the "Dutch Facility Agent").

Dutch Security Custodian .......... Deutsche Bank AG, London Branch will act as custodian of the Dutch Related Security on behalf of the Issuer (in such capacity, the "Dutch Security Custodian").

The Swiss Originator and its Related Parties

Swiss Originator ...................... Deutsche Bank AG, London Branch, was the original lender of the Swiss Loans.

Swiss Facility Agent ................. Deutsche Bank AG, London Branch acts as facility agent under the Swiss Loan Agreements (in such capacity, the "Swiss Facility Agent" and, together with the German Facility Agents and the Dutch Facility Agent, the "Facility Agents").

The Swiss Issuer and its Related Parties

Swiss Issuer ............................ DECO – PE4 Swiss AG (the "Swiss Issuer") is a stock corporation incorporated under the laws of Switzerland with its principal office at c/o Treureva AG, Muehlebachstraße 25, 8008 Zürich.

The activities of the Swiss Issuer include purchasing the Swiss Assets from the Swiss Originator, issuing the Swiss Senior Notes and undertaking activities ancillary thereto.

For further information about the Swiss Issuer, see "The Swiss Issuer and the Swiss Notes" at page 118.

Swiss Issuer Servicer ............... Deutsche Bank AG, London Branch will act as servicer of the Swiss Assets (in such capacity, the "Swiss Issuer Servicer") pursuant to an agreement to be entered into on the Closing Date between, among others, the Swiss Issuer, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer (the "Swiss Issuer Servicing Agreement").

For further information about the Swiss Issuer Servicer and its activities, see "Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes" at page 156.
Swiss Issuer Special Servicer ...
Hatfield Philips International Limited will act as special servicer of the Swiss Assets (in such capacity, the “Swiss Issuer Special Servicer”) pursuant to the Swiss Issuer Servicing Agreement. For further information about the Swiss Issuer Special Servicer and its activities, see “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes” at page 134.

Swiss Issuer Shareholders ........ Kaspar Hofmann, selopa ag and CFMB GmbH (together, the “Swiss Issuer Shareholders”) will each own a portion of the issued share capital of the Swiss Issuer. Each of the Swiss Issuer Shareholders is experienced in acting as shareholders of similar entities.

Swiss Issuer Corporate Services Provider ...................... Treureva AG, a stock corporation incorporated under the laws of Switzerland, will act as corporate services provider to the Swiss Issuer (the “Swiss Issuer Corporate Services Provider”) pursuant to a corporate services agreement to be entered into on the Closing Date between, among others, the Swiss Issuer and the Swiss Issuer Corporate Services Provider.

Swiss Issuer Operating Bank .... Deutsche Bank AG, London Branch will act as operating bank to the Swiss Issuer (the “Swiss Issuer Operating Bank”). The Swiss Issuer will maintain its bank accounts with the Swiss Issuer Operating Bank, including the Swiss Issuer Transaction Account, which will be used by it to receive, among other things, payments of interest on and repayments of principal in respect of the Swiss Loans.

Swiss Issuer Related Parties ..... The Swiss Issuer Servicer, the Swiss Issuer Special Servicer, the Swiss Issuer Shareholders, the Swiss Issuer Corporate Services Provider and the Swiss Issuer Operating Bank are together referred to in this Offering Circular as the “Swiss Issuer Related Parties”.

Swiss Security Custodian .......... Deutsche Bank AG, London Branch will act as custodian of the Swiss Related Security on behalf of the Swiss Issuer (in such capacity, the “Swiss Security Custodian”).

Relevant Dates and Periods

Closing Date ...................... 6th December, 2006.
Cut-Off Date ...................... 20th October, 2006.
Expected Maturity Date .......... The Distribution Date falling in:
(a) April, 2013 in relation to the Class A1 Notes;
(b) October, 2016 in relation to the Class X Notes, the Class A2 Notes, the Class B Notes and the Class C Notes;
(c) July, 2016 in relation to the Class D Notes and the Class E Notes; and
(d) July, 2013 in relation to the Class F Notes.

Final Maturity Date ................. 27th October, 2019.
Distribution Date .................. 27th day of January, April, July and October or, if such day is not a Business Day, the next following Business Day (unless such Business Day falls in the next calendar month, in which event, the immediately preceding Business Day).

Loan Interest Payment Date ...... 20th day of January, April, July and October, subject to a business day convention specified in the Loan Agreements.

Loan Interest Period ............... The period from and including a Loan Interest Payment Date to, but excluding, the next following Loan Interest Payment Date.
Business Day ......................... A day (other than Saturday or Sunday) on which banks are open for business in London, New York and Dublin and which is a TARGET Business Day.

TARGET Business Day ................ A day on which the Trans-European Automated Real-Time Gross Settlement Express System settles payments in euro.

Determination Date ..................... Three Business Days prior to each Distribution Date.

Interest Period ......................... The period from an including a Distribution Date (or, in respect of the first Interest Period, the Closing Date) to, but excluding, the next following (or first) Distribution Date.

Swiss Business Day ..................... A day (other than Saturday or Sunday) on which banks are open for business in London and Zurich, Switzerland.

Swiss Note Interest Payment Date ....................... 20th day of January, April, July and October or, if such day is not a Swiss Business Day, the next following Swiss Business Day (unless such Swiss Business Day falls in the next calendar month, in which event, the immediately preceding Swiss Business Day).

Swiss Calculation Date .................. Three Swiss Business Days prior to each Swiss Note Interest Payment Date.

Swiss Note Collection Period ......... The period from and including a Swiss Calculation Date to, but excluding, the next following Swiss Calculation Date.

Swiss Senior Note Maturity Date ....................... 20th October, 2013 or, if on such date there are any Swiss Loans outstanding, the date of the Final Recovery Determination in respect of such Swiss Loans.

Issuer Assets ......................... The Issuer Assets comprise the German Assets, the Dutch Assets and the Swiss Senior Notes.

The German Loans are the obligations of the relevant German Borrowers only, the Dutch Loan is the obligation of the Dutch Borrower only and the Swiss Senior Notes are the obligations of the Swiss Issuer only.

Payments of interest on and repayments of principal in respect of the Swiss Senior Notes will be made primarily from payments of interest on and repayments of principal in respect of the Swiss Loans. The Swiss Loans are, in turn, the obligations of the relevant Swiss Borrowers only.

Asset Transfer Agreements ......... The Issuer will purchase the German Assets pursuant to the German Asset Transfer Agreements and the Dutch Assets pursuant to the Dutch Asset Transfer Agreements. The Swiss Issuer will purchase the Swiss Loans and the Swiss Related Security pursuant to the Swiss Asset Transfer Agreements. Pursuant to the Asset Transfer Agreements, the Originator or Originators, as applicable, will each give certain representations and warranties for the benefit of the Issuer or the Swiss Issuer, as applicable.

For further information about the Asset Transfer Agreements, see “Sale of Originated Assets” at page 113.

German Related Security, Dutch Related Security and Swiss Related Security ............. The principal elements of the German Related Security, the Dutch Related Security and the Swiss Related Security are, in general:

(a) first ranking and fully perfected mortgages or land charges over the Properties (other than one Property constituting security for the ECP MF Portfolio Loan and two Properties constituting security for the Treveria II Loan);
(b) first ranking and fully perfected security interests over the
ownership interests in the Borrowers (other than in respect
of the ECP MF Portfolio Loan, where no such security
interest was granted and in respect of the Toom DIY Loan
where the pledge in respect of the Toom DIY Additional
Borrower is over 94.6 per cent. of the total partnership
interests therein);

(c) first ranking and fully perfected security interests over the
Rental Income payable in respect of the Properties;

(d) first ranking and fully perfected security interests over all
amounts which are or may become due under the insurance
policies maintained by the Borrowers in respect of the
Properties encumbered with mortgages or land charges or,
in the case of the German Assets, to the extent that the
insurance policies are not assignable, a mortgagee interest
in such policies, arising pursuant to Sections 1128 and 1130
of the German Civil Code;

(e) first ranking and fully perfected security interests over any
Disposal Proceeds arising in respect of the Properties; and

(f) first ranking and fully perfected security interests over the
Borrower Rent Accounts and certain other bank accounts
established pursuant to the Loan Agreements (other than in
respect of the Dresdner Office Portfolio Loan),

though each Loan has its own particular security package and not
all elements listed above will necessarily be present in the context
of each Loan.

All elements of the German Related Security, other than certain of
the pledges over the ownership interests relating to certain of the
German Borrowers and the assignments relating to the insurance
policies in respect of the Treveria II Loan, are governed by
German law. The ownership interest pledges in respect of the
Jargo III Loan, the Jargo V Loan, the Lübeck Retail Loan and the
Edeka Retail Loan are governed by Luxembourg law (being the
law of the jurisdiction in which the relevant Borrowers are
organised). The assignments relating to the insurance policies
in respect of the Treveria II Properties are governed by English
law.

All elements of the Dutch Related Security, other than the pledge
over the ownership interests in the Dutch Borrower and the
Rubicon Nike Unit Trust, the pledge over the Rubicon Nike Jersey
Accounts and the assignment relating to the insurance policies in
respect of the Dutch Property, are governed by Dutch law. The
ownership interest pledges over the Dutch Borrower and the units
in the Rubicon Nike Unit Trust are governed by Jersey law (being
the law of the jurisdiction in which the Dutch Borrower is
organised and the Rubicon Nike Unit Trust is established) as is
the pledge over the Rubicon Nike Jersey Accounts which are
located in Jersey. The assignments relating to the insurance
policies in respect of the Dutch Property are governed by English
law.

All elements of the Swiss Related Security, other than the pledge
of the shares in the Swiss Borrower that is incorporated outside
Switzerland, are governed by Swiss law. The share pledge in
respect of the Emmen Wohncentre Borrower is governed by
Luxembourg law (being the law of the jurisdiction in which the
Emmen Wohncentre Borrower was incorporated).
Lending Criteria

All of the Loans were originated solely by the Deutsche Bank Originator or jointly with another originator. The Loans were originated by the Deutsche Bank Originator in all material respects in accordance with Deutsche Bank AG, London Branch’s lending criteria prevailing at the time of their origination, save insofar as specifically disclosed in this Offering Circular.

The Dresdner Office Portfolio Loan was originated by the Helaba Originator jointly with the Deutsche Bank Originator in all material respects in accordance with Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main's lending criteria prevailing at the time of its origination, save insofar as specifically disclosed in this Offering Circular.

Notwithstanding the preceding two paragraphs, the process of originating each Loan involved the negotiation of the terms of such Loan between the relevant Originator or Originators and the relevant Borrower or Borrowers.

For further information about the lending criteria applied by the Originators in originating the Originated Assets, see “The Loans and Related Security – Lending Criteria” at page 74.

Origination Valuations

In relation to each of the Originated Assets, the Originators obtained an independent valuation of the related Property or Properties prior to advancing the relevant Loan (the “Origination Valuations”). The Origination Valuations were, in each case, undertaken by a nationally or internationally recognised commercial real estate valuation company, generally in accordance with Royal Institution of Chartered Surveyors’ (RICS) Appraisal and Valuation Standards. The Origination Valuations will not be updated, and no further valuations in respect of the Properties will be undertaken, prior to the issuance of the Notes.

For further information about the valuation of the Properties, see “The Loans and Related Property Summaries – Portfolio Characteristics – Portfolio Level” at page 122.

German Loans

The German Loans were originated by the German Originators between February and August, 2006 and, as at the Cut-Off Date, had an aggregate principal amount outstanding of €827,670,099. With the exception of one Property constituting security for the ECP MF Portfolio Loan and two Properties constituting security for the Treveria II Loan, the German Loans are (subject to the completion, in certain cases, of registration requirements prescribed by German law) secured by, among other things, first ranking, fully perfected certificated land charges (Briefgrundschulden) over the German Properties, which are, in all cases, governed by German law. The rights of the Issuer in respect of the DFK Portfolio Senior Loan and the rights of the German Subordinated Lender in respect of its related DFK Portfolio Subordinated Loan will be regulated by the DFK Portfolio Intercreditor Deed.

For further information about the DFK Portfolio Intercreditor Deed, see “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes – The DFK Portfolio Intercreditor Deed and the Swiss Intercreditor Deeds” at page 149.
German Properties

There are 423 German Properties in aggregate, which are a mixture of properties used for commercial and multi-family purposes, there being 366 properties used for commercial purposes and 57 properties used for multi-family purposes. The properties used for commercial purposes are predominantly retail and office properties.

On the basis of the Origination Valuations of the German Properties, the aggregate loan to value ratio of the German Loans as at the Cut-Off Date was 53.1 per cent., the aggregate Origination Valuations of the German Properties being €1,559,668,515. The expected aggregate loan to value ratio of the German Loans at the time of their maturity is 51.3 per cent., again based on the Origination Valuations of the German Properties.

For further information about the German Loans and the German Related Security, see “The Loans and Related Security – The German Loans” at page 81.

Dutch Assets

Dutch Loan

The Dutch Loan was originated by the Dutch Originator on 10th August, 2006 and funded on the 15th August, 2006. As at the Cut-Off Date, the Dutch Loan had an aggregate principal amount outstanding of €67,762,500. The Dutch Loan is secured by, among other things, a first ranking and fully perfected mortgage (hypotheek) over the Dutch Property, which is governed by Dutch law.

Dutch Property

There is one Dutch Property which is used for commercial purposes.

On the basis of the Origination Valuation of the Dutch Property, the loan to value ratio of the Dutch Loan as at the Cut-Off Date was 75.0 per cent., the Origination Valuation of the Dutch Property being €90,350,000. The expected loan to value ratio of the Dutch Loan at the time of its maturity is 75.0 per cent., again based on the Origination Valuation of the Dutch Property.

For further information about the Dutch Loan and the Dutch Related Security, see “The Loans and Related Security – The Dutch Loan” at page 103.

Swiss Assets

Swiss Loans

The Swiss Loans were originated by the Swiss Originator in July and September, 2006. As at the Cut-Off Date, the Swiss Loans had an aggregate principal amount outstanding of CHF293,400,000. The Swiss Loans are secured by, among other things, first ranking, fully perfected certificated mortgages (Inhaberschuldbriefe and Namenschuldbriefe) governed by Swiss law over the relevant Swiss Properties.

Swiss Properties

There are two Swiss Properties, both of which are commercial properties.

On the basis of the Origination Valuations of the Swiss Properties, the aggregate loan to value ratio of that portion of the Swiss Loans represented by the Swiss Senior Notes, as at the Cut-Off Date was 69.1 per cent., the aggregate Origination Valuations of the Swiss Properties being CHF330,310,000. The expected aggregate loan to value ratio of that portion of the Swiss Loans represented by the Swiss Senior Notes, at the time of their maturity is 65.5 per cent., again based on the Origination Valuations of the Swiss Properties.
For further information about the Swiss Loans and the Swiss Related Security, see “The Loans and Related Security – The Swiss Loans” at page 103.

The Swiss Senior Notes

Status and Form

The Swiss Senior Notes will be issued on the Closing Date in an aggregate principal amount of CHF228,407,679. The Swiss Senior Notes will be subscribed for by the Issuer only and the Issuer will be reflected as the holder of the Swiss Senior Notes on their face. The Swiss Senior Notes will be unsecured obligations of the Swiss Issuer.

For further information regarding the unsecured nature of the obligations of the Swiss Issuer under the Swiss Senior Notes, see “The Swiss Issuer and the Swiss Notes” at page 118 and “Certain Matters of Swiss Law”, at page 238.

Interest

The Swiss Senior Notes will not, according to their terms, bear interest at a specifically prescribed rate of interest. Each Swiss Senior Note will, however, bear interest on its principal amount outstanding from and including the Closing Date. The amount of such interest will be based upon the amount of interest received by the Swiss Issuer in respect of the relevant Swiss Loan. The amount of interest payable on the Swiss Senior Notes will, however, be reduced by certain expenses paid by the Swiss Issuer in relation to the issuance of the Swiss Senior Notes. Interest on a Swiss Senior Note will be payable if and to the extent that funds are available to the Swiss Issuer for these purposes, after the payment of such expenses.

Interest on the Swiss Senior Notes will be payable quarterly in arrear on each Swiss Note Interest Payment Date. The first Swiss Note Interest Payment Date will be in January, 2007.

In the event of any withholding or deduction for or on account of tax being imposed, as a result of a change of law from that which is in effect at the Closing Date, on payments of interest on and repayments of principal in respect of the Swiss Senior Notes, the Swiss Issuer will, as described further below, have the option to redeem the Swiss Senior Notes in full, but will not be obliged to pay additional amounts in respect of such withholding or deduction. As at the date of this Offering Circular and assuming that the Swiss Senior Notes are held by the Issuer as described in this Offering Circular, the laws of Switzerland, which govern the issuance of the Swiss Senior Notes, do not impose any withholding or deduction for or on account of tax on payments of interest on and repayments of principal of the Swiss Senior Notes.

Principal Final Redemption

Unless previously redeemed, the Swiss Senior Notes will be redeemed at their principal amount outstanding together with accrued interest, on the Swiss Senior Note Maturity Date.

Rating and Listing

The Swiss Senior Notes will not be rated by any of the Rating Agencies nor by any other rating agency, nor will they be listed on any stock exchange.

Sales Restrictions

The Swiss Senior Notes will be issued to the Issuer pursuant to a subscription agreement to be entered into on the Closing Date between the Swiss Issuer, the Issuer and the Issuer Servicer (the “Swiss Senior Note Subscription Agreement”). Prior to the enforcement of the Issuer Security, it is expected that the Swiss Senior Notes will at all times be held by the Issuer only.
For further information about the Swiss Senior Notes, see “The Swiss Issuer and the Swiss Notes” at page 118 and “Certain Matters of Swiss Law” at page 238.

Available Funds and their Priority of Application – The Swiss Senior Notes

Source of Funds.................................... The payment of interest (other than the Swiss Originator’s Accrued Interest) on and the repayment or prepayment of principal in respect of a Swiss Loan will provide the only source of funds for the Swiss Issuer to make payments of interest on and repayments of principal of the related Swiss Senior Note.

Funds paid into the Swiss Issuer Transaction Account....... On each Swiss Loan Interest Payment Date, the Swiss Issuer Servicer will transfer from the Swiss Borrower Rent Accounts to the Swiss Issuer Transaction Account, subject to the provisions of the Swiss Intercreditor Deeds, an amount in respect of interest, principal, fees and other amounts, if any, then payable under the Swiss Loan Agreements to which the Swiss Issuer, as a lender, is entitled.

Accordingly, all amounts standing to the credit of the Swiss Issuer Transaction Account from time to time (not taking into account any advances made to the Swiss Issuer under the Swiss Intercompany Loan Agreement) will be attributable to the following sources:

(a) payments of interest (other than the Swiss Originator’s Accrued Interest) made by the Swiss Borrowers on the Swiss Loans, fees, breakage costs (if any) incurred by the Swiss Borrowers, expenses, commissions and other sums, in each case made by the Swiss Borrowers in respect of the Swiss Loans or the Swiss Related Security (other than any repayments in respect of principal), including recoveries in respect of such amounts on enforcement of the Swiss Loans or the Swiss Related Security and arising upon a repurchase of any Swiss Loan pursuant to the terms of the Swiss Asset Transfer Agreements, a purchase of a Swiss Senior Note or payment of a Cure Payment made to remedy a non-payment of interest, in either case by a Swiss Subordinated Lender pursuant to the terms of a Swiss Intercreditor Deed and any receipts in respect of any insurance policy covering the risk of loss of rent (if any) (the “Swiss Borrower Interest Receipts”); and

(b) repayments or prepayments of principal made by the Swiss Borrower in respect of the Swiss Loans and the Swiss Related Security, including recoveries of such amounts on enforcement of the Swiss Loans and the Swiss Related Security and arising upon a repurchase of any Swiss Loan pursuant to the terms of the Swiss Asset Transfer Agreements, a purchase of a Swiss Senior Note or payment of a Cure Payment made to remedy a non-payment of principal, in either case by a Swiss Subordinated Lender pursuant to the terms of a Swiss Intercreditor Deed and including recoveries from any insurance policy relating to a Swiss Loan (excluding amounts applied in the repair and/or reinstatement of any Swiss Property and any receipts in respect of any insurance policy covering the risk of loss of rent which is applied to pay interest) in each case to the extent attributable to principal (the “Swiss Borrower Principal Receipts”).
Payments out of the Swiss Issuer Transaction Account

Swiss Issuer Priority Payments. The Swiss Issuer Servicer shall in the case of amounts referred to in paragraph (a) below, and otherwise may in its sole discretion, make the following payments out of the Swiss Issuer Transaction Account in priority to all other payments required to be made by the Swiss Issuer and on any day such payments are due:

(a) out of Swiss Borrower Interest Receipts or, if such amounts are in aggregate insufficient, from the proceeds of any drawing under the Swiss Inter-company Loan Agreement made available for such purpose, amounts due to third parties (other than the Swiss Issuer Related Parties), including the Swiss Issuer’s liability, if any, to corporation tax and/or value added tax, on a date other than a Swiss Note Interest Payment Date under obligations incurred in the course of the Swiss Issuer’s business, provided that if such amount becomes payable in the period between a Swiss Calculation Date and the next following Swiss Note Interest Payment Date, such payments shall only be funded by drawing under the Swiss Inter-company Loan Agreement; and

(b) after a Swiss Loan event of default has occurred, any urgent capital expenditure required to prevent a material decline in the value of a Swiss Property out of Swiss Borrower Interest Receipts provided that no such payment shall be made between a Swiss Calculation Date and the next following Swiss Note Interest Payment Date,

such payments together referred to in this Offering Circular as the “Swiss Issuer Priority Payments”.

Swiss Available Interest Receipts

The period from and including the third Swiss Business Day prior to each Swiss Note Interest Payment Date (the “Swiss Calculation Date”) or, in the case of the first such period, the Closing Date, to but excluding the next following Swiss Calculation Date, is referred to as a “Swiss Note Collection Period”. The Swiss Issuer Servicer is required to calculate on each Swiss Calculation Date the amount of Swiss Available Interest Receipts received during the immediately preceding Swiss Note Collection Period.

On each Swiss Note Interest Payment Date the aggregate of (a) all Swiss Borrower Interest Receipts transferred by or at the direction of the Swiss Issuer Servicer into the Swiss Issuer Transaction Account during the Swiss Note Collection Period ending prior to such Swiss Note Interest Payment Date (net of any Swiss Borrower Interest Receipts applied during such Swiss Note Collection Period in payment of Swiss Issuer Priority Payments); (b) the proceeds of any drawing under the Swiss Inter-company Loan Agreement made available to the Swiss Issuer on such Swiss Note Interest Payment Date; and (c) any interest accrued upon and paid to the Swiss Issuer on the Swiss Issuer Transaction Account and not paid out on any previous Swiss Note Interest Payment Date and any other accounts maintained by the Swiss Issuer and the interest on any eligible investments received by the Swiss Issuer during the Swiss Note Collection Period then ended (such amounts being, collectively, the “Swiss Available Interest Receipts”, in respect of such Swiss Note Interest Payment Date, and as determined by the Swiss Issuer Servicer) will be applied in the following order of priority (the “Swiss Available Interest Receipts Priority of
Payments”) and in each case, only if and to the extent that the payments and provisions of a higher priority have been made in full:

(a) first, in or towards payment or discharge of any amounts due and payable by the Swiss Issuer to any Swiss Issuer Related Parties under and in accordance with the contractual arrangements which are in place between the Swiss Issuer and the Swiss Issuer Related Parties on a pro rata and pari passu basis;

(b) second, (i) in or towards repayment or discharge of any amounts due and payable by the Swiss Issuer in respect of any amounts made available to the Swiss Issuer under the Swiss Inter-company Loan Agreement (save that the proceeds of any drawing under the Swiss Inter-company Loan Agreement made available to the Swiss Issuer on such Swiss Note Interest Payment Date shall not be used for the purpose of repaying any previous drawing under the Swiss Inter-company Loan Agreement made available to the Swiss Issuer); and then (ii) in or towards payment or discharge of any amounts due to third parties (other than payments made to any third parties which constitute Swiss Issuer Priority Payments) under obligations incurred in the course of the Swiss Issuer’s business, including provision for any such obligations expected to come due in the following or later Interest Periods, on a pro rata and pari passu basis; and

(c) third, in or towards payment or discharge of interest in respect of the Swiss Senior Notes.

Swiss Available Principal Receipts

The Swiss Issuer Servicer is required to calculate on each Swiss Calculation Date the amount of Swiss Borrower Principal Receipts received during the immediately preceding Swiss Note Collection Period (such amounts being the “Swiss Available Principal Receipts”).

On each Swiss Note Interest Payment Date, Swiss Available Principal Receipts will be applied from the Swiss Issuer Transaction Account in or towards repayment of the principal amount outstanding in respect of the Swiss Senior Notes and to pay any Liquidation Fee or Workout Fee payable to the Swiss Issuer Special Servicer and in each case attributable to payments or recoveries of principal.

Thus, the Issuer, as holder of the Swiss Senior Notes, will receive periodic payments of Swiss Available Interest Receipts in accordance with the Swiss Available Interest Receipts Priority of Payments, and Swiss Available Principal Receipts.

Prepayment Fees

Prepayment fees paid by the Swiss Borrowers under the Swiss Loan Agreements shall not, for the avoidance of doubt, be included in Swiss Borrower Interest Receipts, even if such fees are paid into the Swiss Issuer Transaction Account and shall not, therefore, be available to meet any of the other obligations of the Swiss Issuer, including the Swiss Issuer Priority Payments. Rather, all such prepayment fees to which the Swiss Issuer will be entitled, as lender under the Swiss Loan Agreements, will be paid by the Swiss Issuer to the Swiss Originator by way of deferred consideration under the Swiss Asset Transfer Agreement, promptly upon the Swiss Issuer’s receipt thereof.
The Notes

Status and Form

The €650,000,000 Class A1 Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class A1 Notes”), the €50,000 Class X Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class X Notes”), the €276,800,000 Class A2 Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class A2 Notes”), the €38,350,000 Class B Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class B Notes”), the €38,350,000 Class C Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class C Notes”), the €23,800,000 Class D Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class D Notes”), the €10,100,000 Class E Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class E Notes”) and the €1,370,769 Class F Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class F Notes”) and, together with the Class A1 Notes, the Class X Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the “Notes”) will be constituted by the Note Trust Deed. The Notes of each class will rank pari passu and pro rata without any preference or priority among themselves.

The Notes will all share the same security, but, in the event of the security being enforced, the Class A1 Notes and the Class X Notes (in respect of interest only in the case of the Class X Notes) will rank in priority to the Class A2 Notes. The Class A2 Notes will rank in priority to the Class B Notes, the Class B Notes will rank in priority to the Class C Notes, the Class C Notes will rank in priority to the Class D Notes, the Class D Notes will rank in priority to the Class E Notes and the Class E Notes will rank in priority to the Class F Notes. The Class X Noteholders will be repaid principal when due from a separate account of the Issuer (the “Class X Account”) charged in favour of the Issuer Security Trustee, and held on trust for the benefit of the Class X Noteholders only, pursuant to the Deed of Charge and Assignment and into which the Issuer will pay €50,000 on the Closing Date. No other class of Noteholders will be entitled to repayment from the amount standing to the credit of Class X Account and, for the avoidance of doubt, no amounts standing to the credit of the Class X Account will be paid other than to Class X Noteholders.

The Class X Notes are not being offered pursuant to this Offering Circular. However, there may be sales of the Class X Notes by the initial holder thereof after the date of this Offering Circular. The Class X Notes are not being offered pursuant to this Offering Circular. Any reference in this Offering Circular to the Notes being offered shall be construed as a reference to the Notes other than the Class X Notes.

Each Note is being offered either (a) outside the United States in reliance on Regulation S to non-U.S. Persons or (b) within the United States or to U.S. Persons who are both QIBs and QPs in reliance on Rule 144A (or in the case of the initial sale from the Issuer to the Managers, in reliance on Section 4(2) of the Securities Act).

The Notes of each class offered and sold in the United States in reliance on Rule 144A will initially be represented by one or more Rule 144A Global Notes in respect of such class, in fully registered form, which will be deposited with Deutsche Trust Company Americas, as custodian for, and registered in the name of, Cede & Co., as nominee of DTC. The Notes of each class
offered and sold outside the United States to non-U.S. Persons in reliance on Regulation S will initially be represented by one or more Regulation S Global Notes in respect of such class, in fully registered form, which will be deposited with, and registered in the name of, or a nominee of, the Common Depositary, for the account of Euroclear and Clearstream, Luxembourg.

Definitive Notes in registered form will be issued only in the limited circumstances set out in Condition 2(a) (Issue of Definitive Notes) at page 197.

The Note Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the holders of the Class A1 Notes (the “Class A1 Noteholders”), the holders of the Class X Notes (the “Class X Noteholders”), the holders of the Class A2 Notes (the “Class A2 Noteholders”), the holders of the Class B Notes (the “Class B Noteholders”), the holders of the Class C Notes (the “Class C Noteholders”), the holders of the Class D Notes (the “Class D Noteholders”), the holders of the Class E Notes (the “Class E Noteholders”) and the holders of the Class F Notes (the “Class F Noteholders”) and, together with the Class A1 Noteholders, the Class X Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders, the “Noteholders”) but where there is, in the Note Trustee’s opinion, a conflict between such interests, the Note Trustee shall have regard only to the interests of the holders of the most senior class of Notes then outstanding, subject to Condition 3(a) (Status and relationship among the Notes) at page 199.

Certain Noteholders are restricted in their ability to pass Extraordinary Resolutions. The Class X Noteholders have no power to request or direct the Note Trustee to take any action or to pass an Extraordinary Resolution.

The Notes and the payment of interest thereon or repayment of principal thereof will not be obligations or responsibilities of any person other than the Issuer. In particular, the Notes will not be obligations or responsibilities of, or be guaranteed by, Deutsche Bank AG, London Branch or any affiliate of Deutsche Bank AG, or of or by the Managers, any of the Issuer Related Parties, the Originators, the Facility Agents, the Loan Security Trustees, the Dutch Security Custodian, the Swiss Security Custodian or any of the Swiss Issuer Related Parties or any of their respective affiliates or shareholders or the shareholders of the Issuer and none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.

Interest

Each Note will bear interest on its Principal Amount Outstanding from and including the Closing Date. Interest will be payable in respect of the Notes in euro, quarterly in arrear on each Distribution Date. The first Distribution Date in respect of each class of Notes will be the Distribution Date falling in January, 2007.

The first Interest Period will commence on (and include) the Closing Date and end on (but exclude) the first Distribution Date. Each subsequent Interest Period will commence on (and include) a Distribution Date and end on (but exclude) the next succeeding Distribution Date.
Interest payments on the Notes will be made subject to applicable withholding or deduction for or on account of tax (if any), without the Issuer being obliged to pay additional amounts in respect of any such withholding or deduction.

The interest rate applicable to the Notes (other than the Class X Notes) from time to time (the “Rate of Interest”) will be EURIBOR for three month euro deposits plus the Relevant Margin (other than in respect to the first Interest Period, the rate for which will be determined by a linear interpolation of the rate for one month and two month euro deposits). The “Relevant Margin” in respect of each class of Notes (other than the Class X Notes) will be:

<table>
<thead>
<tr>
<th>Class</th>
<th>Relevant Margin</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>0.17 per cent. per annum</td>
</tr>
<tr>
<td>A2</td>
<td>0.20 per cent. per annum</td>
</tr>
<tr>
<td>B</td>
<td>0.27 per cent. per annum</td>
</tr>
<tr>
<td>C</td>
<td>0.45 per cent. per annum</td>
</tr>
<tr>
<td>D</td>
<td>0.75 per cent. per annum</td>
</tr>
<tr>
<td>E</td>
<td>1.00 per cent. per annum</td>
</tr>
<tr>
<td>F</td>
<td>3.50 per cent. per annum</td>
</tr>
</tbody>
</table>

Interest on the Class E Notes and the Class F Notes payable on any Distribution Date will be limited, in accordance with Condition 5(c)(iii) (Rate of Interest) at page 209, to an amount equal to the lesser of (a) the Interest Amount payable in respect of such class for that Distribution Date and (b) (i) the Available Funds for that Distribution Date minus (ii) the sum (without duplication) of all amounts payable out of Available Funds on such Distribution Date in priority to the payment of interest on such classes of Notes (the amount calculated under (b) in respect of any Distribution Date, being the “Adjusted Interest Amount” for such classes of Notes on that Distribution Date). If the difference between the Interest Amount and the Adjusted Interest Amount applicable to the Class E Notes and/or the Class F Notes is attributable to a reduction in the interest-bearing balances of the Loans as a result of any repayments and/or prepayments, howsoever arising, on the Loans, the amounts of interest that would otherwise be represented by such difference will be extinguished on such Distribution Date, and the affected Noteholders will have no claim against the Issuer in respect thereof.

Interest in respect of any of the Notes for any period will be calculated on the basis of actual days elapsed and a 360-day year.

Failure by the Issuer to pay interest on the most senior class of Notes when due and payable will result in a Note Event of Default (as defined in Condition 10 (Note Events of Default) at page 215), which may, subject to the Conditions, result in the Issuer Security Trustee enforcing the Issuer Security. To the extent that funds available to the Issuer on any Distribution Date, after paying any interest then accrued due and payable on the most senior class of Notes, are insufficient to pay in full interest otherwise due on any one or more classes of more junior-ranking Notes then outstanding, this will not constitute a Note Event of Default. Any such shortfall in the amount then due will only be paid in accordance with the order of seniority of the affected classes of Notes (other than the Class E Notes and the Class F Notes if the
shortfall arises as a result of the application of Condition 5(c)(iii) (Rate of Interest) at page 209), on that and each subsequent Distribution Date when permitted by subsequent cash flow which is available after the Issuer’s other higher priority liabilities have been discharged, subject to the Conditions.

Class X Note Interest.............. The rate of interest applicable to the Class X Notes for any Interest Period will be the Class X Interest Rate (as defined in Condition 5(c)(ii) (Rate of Interest) at page 208) calculated on the relevant Determination Date.

Principal Amount Outstanding.. The “Principal Amount Outstanding” of a Note on any date will be its face amount less (a) the aggregate amount of principal repayments or prepayments made in respect of that Note since the Closing Date and, for certain purposes, including calculating the amount of interest that is due and payable on such Note, and (b) the NAI Amount (as defined in Condition 6(e) (Principal Amount Outstanding and Note Factor) at page 212) (if any) allocated to such Note since the Closing Date.

Principal Final Redemption....... Unless previously redeemed in full, the Notes are expected to be redeemed in full at their Principal Amount Outstanding together with accrued interest on their respective Expected Maturity Dates. In any event, the maturity date of the Notes may not be later than the Final Maturity Date.

Mandatory Redemption in Part.. Unless a Note Acceleration Notice has been served, the Notes of each class (other than the Class X Notes) will be subject to mandatory redemption in part on each Distribution Date by applying an amount equal to any Principal Distribution Amount to redeem the Notes pursuant to Condition 6(b) (Mandatory Redemption from Principal Distribution Funds) at page 211 in each case, after satisfaction of all amounts due from the Issuer which rank in priority to repayments of principal in respect of such class of Notes.

The Class X Notes will be subject to mandatory redemption in part from amounts standing to the credit of the Class X Account on the first Distribution Date in the amount of €45,000. The remaining principal amount outstanding in respect of the Class X Notes (which will be repaid solely from amounts standing to the credit of the Class X Account) will not be repaid until the earliest to occur of:

(a) the Final Maturity Date;
(b) the date of any redemption in full of the Notes; or
(c) the service of a Note Acceleration Notice.

Optional Redemption in Full...... The Notes will be subject to redemption in full, but not in part, at the option of the Issuer in certain circumstances:

(a) if the Issuer satisfies the Note Trustee that, by virtue of a change in tax law from that which is in effect on the Closing Date, the Issuer will be obliged to make any withholding or deduction from payments in respect of the Notes;
(b) if the Issuer satisfies the Note Trustee that, by any change in law from that which is in effect on the Closing Date, any amount payable by the German Borrowers, the Dutch Borrower or the Swiss Issuer in respect of the Issuer Assets is reduced or ceases to be receivable by the Issuer; or
(c) if the aggregate of the Principal Amount Outstanding of all the Notes then outstanding is less than 10 per cent. of the Principal Amount Outstanding of all the Notes issued on the
In any such case, the Issuer must certify to the Note Trustee that it will have sufficient funds available to it on the relevant Distribution Date to discharge all of the Issuer’s liabilities in respect of the Notes and any amounts payable under the Issuer Servicing Agreement, the Cash Management Agreement, the Deed of Charge and Assignment and the Note Trust Deed (including all amounts and expenses payable to and incurred by the Note Trustee and the Issuer Security Trustee and each of their appointees) to be paid in priority to, or pari passu with, the Notes on such Distribution Date, all in accordance with Conditions 6(c) (Optional Redemption for Tax or Other Reasons) or 6(d) (Optional Redemption in Full) at pages 211 and 212, as applicable.

Swap Agreements

The Issuer will enter into one or more Rate Swap Transactions with the Swap Provider documented under one Swap Agreement. The Issuer will enter into one Swap Agreement in relation to the Loans in order to hedge against the potential interest rate exposure of the Issuer in relation to its floating rate interest payment obligations under the Notes (in respect of the Fixed Rate Loans and the Capped Floating Rate Loan) and certain basis risk to which it would otherwise be exposed, as a result of a mismatch between the interest rate basis on each of the Loans and the interest rate basis on the Notes and the interest accrual periods applicable to each (in respect of each Loan). Under the other Swap Agreement, the Issuer will also hedge certain cross-currency risks to which it will be otherwise exposed as a result of the Swiss Loans (and therefore the Swiss Senior Notes) being denominated and bearing interest in Swiss Francs, while its payment obligations under the Notes are settled in euro.

For further information about the Swap Agreements, see “Description of the Swap Agreements”, at page 131.

Liquidity Facility Agreement and Swiss Inter-company Loan Agreement

Pursuant to the terms of the Liquidity Facility Agreement, the Liquidity Facility Provider will provide to the Issuer a liquidity facility (the “Liquidity Facility”) with a maximum aggregate principal amount available for drawdown of €65,475,062 (the “Liquidity Commitment”). Liquidity Drawings may either be made in euro or Swiss Francs and Stand-by Drawings may only be made in euro and, in respect of any Stand-by Drawing, the Issuer may enter into such hedging arrangements as may be deemed necessary or desirable subject to receipt from at least two of the Rating Agencies of confirmation (each, a “Rating Agency Confirmation”) that the then current ratings of the Notes or any class of Notes will not be qualified, suspended or downgraded as a result of the Issuer entering into such hedging arrangement. The Liquidity Commitment will decrease as the outstanding principal of the Notes decreases as described in “The Liquidity Facility Agreement and Swiss Inter-Company Loan Agreement” at page 126 and in other cases with the prior written consent of the Issuer and the Issuer Security Trustee, provided that, under certain circumstances, the Issuer Security Trustee receives confirmation in writing from each of the Rating Agencies that such reduction in the Liquidity Commitment will not result in a downgrading of any of the Notes.
For further information about the Liquidity Facility Agreement and the Swiss Inter-company Loan Agreement, see “The Liquidity Facility Agreement and Swiss Inter-company Loan Agreement”, at page 126.

Ratings ........................................... The Notes are, upon issue, expected to be rated by the Rating Agencies as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Fitch/Moody’s/S&amp;P Expected Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>AAA/Aaa/AAA</td>
</tr>
<tr>
<td>X</td>
<td>AAA/NR/AAA</td>
</tr>
<tr>
<td>A2</td>
<td>AAA/Aaa/AAA</td>
</tr>
<tr>
<td>B</td>
<td>AA/NR/AA</td>
</tr>
<tr>
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<td>A/NR/A</td>
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<tr>
<td>D</td>
<td>BBB/NR/BBB</td>
</tr>
<tr>
<td>E</td>
<td>NR/NR/BBB</td>
</tr>
<tr>
<td>F</td>
<td>NR/NR/BBB</td>
</tr>
</tbody>
</table>

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

The ratings of the Notes are dependent, among other things, on the ratings of the short-term unsecured, unsubordinated debt obligations of the Liquidity Facility Provider and the Swap Provider.

If, in connection with any matter described in this Offering Circular, Rating Agency Confirmations are required from two of the Rating Agencies, the person obtaining the Rating Agency Confirmations must obtain a Rating Agency Confirmation from Fitch and S&P.

Listing ........................................... Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange and to trading on its regulated market.

Settlement ................................. DTC, Clearstream, Luxembourg and Euroclear.

Governing Law ............................... The Conditions, the Notes and the Note Trust Deed will be governed by English law.

Available Funds and their Priority of Application: The Notes

Source of Funds ............................. The repayment of principal and the payment of interest by the German Borrowers (other than the German Originators’ Accrued Interest) in respect of the German Loans, the Dutch Borrower (other than the Dutch Originator's Accrued Interest) in respect of the Dutch Loan and the Swiss Issuer in respect of the Swiss Senior Notes will provide the principal source of funds for the Issuer to make payments of interest on and repayments of principal in respect of the Notes.

Determination Date .......................... On each Determination Date, the Cash Manager will calculate the amount of any Liquidity Drawings which will be required to be made on the following Distribution Date, and the Cash Manager will also be required to calculate and/or determine, based on information provided to it by the Issuer Servicer and/or the Swiss Issuer Servicer, as the case may be, the following:

(a) the amount of Revenue Receipts and Principal Receipts received during the Interest Period to which such Determination Date relates;
(b) the Available Funds available to the Issuer for distribution on
the following Distribution Date; and

(c) all amounts due according to the Pre-enforcement Priority of
Payments set forth below.

On each German Loan Interest Payment Date, the Issuer
Servicer will transfer from the German Borrower Rent Accounts
to the Issuer Transaction Account, subject, in the case of the DFK
Portfolio Loan, to the provisions of the DFK Portfolio Intercreditor
Deed and, in the case of the Treveria II Loan and the Dresdner
Office Portfolio Loan, the provisions of the Treveria II Servicing
Agreement and the Dresdner Office Portfolio Servicing
Agreement, respectively, an amount in respect of interest,
principal, fees and other amounts, if any, then payable under
the German Loan Agreements to which the Issuer, as a lender, is
entitled.

On the Closing Date, the Issuer will credit the Class X Account
with the proceeds of the issuance of the Class X Notes.

The Issuer’s interest and income receipts (the “Revenue
Receipts”) will comprise, on any day:

(a) payments of interest (other than the Dutch Originator’s
Accrued Interest) made by the Dutch Borrower on the Dutch
Loan, fees (other than prepayment fees), breakage costs
payable to the Issuer (if any) incurred by the Dutch
Borrower, expenses, commissions and other sums, in
each case made by the Dutch Borrower in respect of the
Dutch Loan or the relevant Dutch Related Security (other
than any repayments in respect of principal), including
recoveries of such amounts on enforcement of the Dutch
Loan and Dutch Related Security, upon a repurchase by the
Dutch Originator of the Dutch Loan pursuant to the terms of
the Dutch Loan Sale Agreement, upon a purchase by the
Issuer Servicer of the Issuer Assets pursuant to the Issuer
Servicing Agreements and any receipts in respect of any
insurance policy covering the risk of loss of rent not
otherwise included (if any) (the “Dutch Borrower Interest
Receipts”);

(b) payments of interest (other than the German Originators’
Accrued Interest) made by the German Borrowers on the
German Loans, fees (other than prepayment fees),
breakage costs payable to the Issuer (if any) incurred by
the German Borrowers, expenses, commissions and other
sums, in each case made by the German Borrowers in
respect of the German Loans or the relevant German
Related Security (other than any repayments in respect of
principal), including recoveries of such amounts on
enforcement of the German Loans and German Related
Security, upon a repurchase by a German Originator or the
German Originators (as the case may be) of any German
Loans pursuant to the terms of the German Asset Transfer
Agreements, upon a purchase by the Issuer Servicer of the
Issuer Assets pursuant to the Issuer Servicing Agreements and
upon a purchase of the DFK Portfolio Senior Loan or
payment of a Cure Payment made to remedy a non-
payment of interest in respect of the DFK Portfolio Senior
Loan, in either case by the German Subordinated Lender
pursuant to the terms of the DFK Portfolio Intercreditor
Deed, any amounts provided for as payable to the Issuer
Servicer or the Issuer Special Servicer pursuant to the DFK Portfolio Intercreditor Deed and any receipts in respect of any insurance policy covering the risk of loss of rent not otherwise included (if any) (the “German Borrower Interest Receipts”); (c) all payments of interest on the Swiss Senior Notes made by the Swiss Issuer to the Issuer and any amounts in the nature of interest, including fees or other costs received by the Issuer upon a repurchase of a Swiss Loan by the Swiss Originator pursuant to the Swiss Asset Transfer Agreements or a purchase by the Swiss Issuer Servicer of the Swiss Assets pursuant to the Swiss Issuer Servicing Agreement or the purchase of a Swiss Senior Note or payment of a Cure Payment made to remedy a non-payment of interest, in either case by a Swiss Subordinated Lender pursuant to the terms of a Swiss Intercreditor Deed (the “Swiss Senior Note Interest Receipts”); and (d) any amounts received by the Issuer from the Swiss Issuer in repayment of amounts made available to them under the Swiss Inter-company Loan Agreement.

The Issuer’s principal receipts (the “Principal Receipts”) standing to the credit of the Issuer Transaction Account will comprise, on any day, “Dutch Asset Principal Receipts”, “German Asset Principal Receipts” and “Swiss Asset Principal Receipts”.

Dutch Asset Principal Receipts will, in turn, comprise:

(a) “Dutch Asset Prepayment Redemption Funds” being (i) principal repayments received by or on behalf of the Issuer as a result of the prepayment of the Dutch Loan in part or in full (excluding, for the avoidance of doubt, prepayments which constitute Dutch Asset Principal Recovery Funds); and (ii) principal repayments received by or on behalf of the Issuer as a result of a repurchase of the Dutch Loan by the Dutch Originator pursuant to the Dutch Loan Sale Agreement or the purchase of the Dutch Assets by the Issuer Servicer pursuant to the Issuer Servicing Agreement;

(b) “Dutch Asset Final Redemption Funds”, being principal repayments received by or on behalf of the Issuer in respect of the Dutch Loan as a result of the repayment of the Dutch Loan on its scheduled final maturity date; and

(c) “Dutch Asset Principal Recovery Funds”, being principal repayments received or recovered by or on behalf of the Issuer as a result of actions taken in accordance with the enforcement procedures in respect of the Dutch Loan and/or the Dutch Related Security.

German Asset Principal Receipts will, in turn, comprise:

(a) “German Asset Amortisation Funds”, being scheduled amortisation payments received by or on behalf of the Issuer in respect of the German Loans and Cure Payments made by the German Subordinated Lender which are attributable to shortfalls in scheduled amortisation payments made to the Issuer in respect of the DFK Portfolio Senior Loan (avoiding double-counting);

(b) “German Asset Prepayment Redemption Funds” being (i) principal repayments received by or on behalf of the Issuer as a result of the prepayment of any German Loan in
part or in full (excluding, for the avoidance of doubt, prepayments which constitute German Asset Principal Recovery Funds); and (ii) principal repayments received by or on behalf of the Issuer as a result of a repurchase of a German Loan by a German Originator or the German Originators (as the case may be) pursuant to the German Asset Transfer Agreements, the purchase of the German Assets by the Issuer Servicer pursuant to the Issuer Servicing Agreements or the purchase of the DFK Portfolio Senior Loan or payment of a Cure Payment made to remedy a non-payment of principal, in either case by the German Subordinated Lender pursuant to the terms of the DFK Intercreditor Deed;

(c) “German Asset Final Redemption Funds”, being principal repayments received by or on behalf of the Issuer in respect of the German Loans as a result of the repayment of any German Loan on its scheduled final maturity date and Cure Payments made by the German Subordinated Lender which are attributable to a shortfall in the principal repayment to the Issuer on the scheduled maturity date of the DFK Portfolio Senior Loan (avoiding double-counting); and

(d) “German Asset Principal Recovery Funds”, being principal repayments received or recovered by or on behalf of the Issuer as a result of actions taken in accordance with the enforcement procedures in respect of a German Loan and/or the relevant German Related Security.

Swiss Asset Principal Receipts will, in turn, comprise:

(a) “Swiss Asset Amortisation Funds” being payments on the Swiss Senior Notes received by or on behalf of the Issuer representing scheduled amortisation payments in respect of the Swiss Loans and Cure Payments made by a Swiss Subordinated Lender which are attributable to specified scheduled amortisation payments made to the Issuer in respect of that portion of the Swiss Loan represented by a Swiss Senior Note (avoiding double-counting);

(b) “Swiss Asset Prepayment Redemption Funds” being (i) payments on the Swiss Senior Notes received by or on behalf of the Issuer representing principal prepayments of any Swiss Loan in part or in full (excluding, for the avoidance of doubt, prepayments which constitute Swiss Asset Principal Recovery Funds) and (ii) payment on the Swiss Senior Notes received by or on behalf of the Issuer representing principal repayments as a result of a repurchase of a Swiss Loan by the Swiss Originator pursuant to the Swiss Asset Transfer Agreements, the purchase of the Swiss Assets by the Swiss Issuer Servicer pursuant to the Swiss Issuer Servicing Agreement or the purchase of a Swiss Senior Note or payment of a Cure Payment made to remedy a non-payment of principal, in either case by a Swiss Subordinated Lender pursuant to the terms of a Swiss Intercreditor Deed;

(c) “Swiss Asset Final Redemption Funds” being payments on the Swiss Senior Notes received by or on behalf of the Issuer representing principal repayments in respect of that
portion of a Swiss Loan represented by a Swiss Senior Note as a result of the repayment of any Swiss Loan on its scheduled final maturity date (avoiding double-counting); and

(d) “Swiss Asset Principal Recovery Funds” being payments on the Swiss Senior Notes received by or on behalf of the Issuer representing principal repayments arising as a result of actions taken in accordance with enforcement procedures in respect of any Swiss Loan and its Swiss Related Security.

German Asset Amortisation Funds and Swiss Asset Amortisation Funds are together referred to in this Offering Circular as “Amortisation Funds”; Dutch Asset Prepayment Redemption Funds, German Asset Prepayment Redemption Funds and Swiss Asset Prepayment Redemption Funds are together referred to in this Offering Circular as “Prepayment Redemption Funds”; Dutch Asset Final Redemption Funds, German Asset Final Redemption Funds and Swiss Asset Final Redemption Funds are together referred to in this Offering Circular as “Final Redemption Funds”; and Dutch Asset Principal Recovery Funds, German Asset Principal Recovery Funds and Swiss Asset Principal Recovery Funds are together referred to in this Offering Circular as “Principal Recovery Funds”.

“Available Funds” means, as at a Distribution Date, an amount equal to the aggregate of the Revenue Receipts and the Principal Receipts standing to the credit of the Issuer Transaction Account at the close of business on the day immediately prior to the Determination Date referable to such Distribution Date and all Revenue Receipts and Principal Receipts which are attributable to Cure Payments, Liquidity Drawings (other than Liquidity Drawings advanced pursuant to the Swiss Inter-company Loan Agreement) and payments made by the Swap Provider to the Issuer under the Swap Agreements which are received by the Issuer between that time and 10.00 a.m. on such Distribution Date. Available Funds shall also, for the avoidance of doubt, include any breakage costs paid by the Swap Provider to the Issuer following the occurrence of a prepayment or in certain other circumstances in respect of a Loan where, under the terms of a relevant Loan Agreement, the liability of the Borrower has been reduced to reflect such breakage costs and payments received by the Issuer from the Borrower in relation to similar costs.

Principal Distributions

On each Distribution Date, the Notes (other than the Class X Notes) will be subject to a mandatory redemption in part as described below. The “Principal Distribution Amount” for any Distribution Date prior to the service of a Note Acceleration Notice will be equal to the sum, without duplication, of:

(a) all Amortisation Funds, Prepayment Redemption Funds, Final Redemption Funds, and Principal Recovery Funds actually received during the Collection Period related to such Distribution Date, less

(b) the amount of any Liquidation Fee, Dresdner Office Portfolio Liquidation Fee or Treveria II Liquidation Fee or any portion of any Workout Fee, Dresdner Office Portfolio Workout Fee or Treveria II Workout Fee (which is payable or has been paid by the Issuer in respect of the German Loans or the Dutch Loan or by the Swiss Issuer in respect of the Swiss
Loans and which is calculated by reference to any Principal Receipts received by the Issuer or the Swiss Issuer, as the case may be).

On each Distribution Date, prior to the occurrence of a Sequential Payment Trigger, the Principal Distribution Amounts then available for distribution shall be divided into two categories:

(a) Category A Obligations Principal Distribution Amounts; and
(b) Category B Obligations Principal Distribution Amounts.

“Category A Obligations Principal Distribution Amounts” for any Distribution Date means all Amortisation Funds, Prepayment Redemption Funds, Final Redemption Funds and Principal Recovery Funds received by the Issuer in respect of any Category A Obligations and available for application on that Distribution Date.

“Category A Obligations” means:

(a) the Dresdner Office Portfolio Acquired Loan;
(b) the Swiss Senior Note in respect of the Swisscom Loan;
(c) the DFK Portfolio Senior Loan; and
(d) the Justizzentrum Loan.

“Category B Obligations Principal Distribution Amounts” for any Distribution Date means all Amortisation Funds, Prepayment Redemption Funds, Final Redemption Funds and Principal Recovery Funds received by the Issuer in respect of any Category B Obligations and available for application on that Distribution Date.

“Category B Obligations” means:

(a) the Treveria II Loan;
(b) the Jargo III Loan;
(c) the Jargo V Loan;
(d) the Petruswerk MF Loan;
(e) the ECP Portfolio Loan;
(f) the Edeka Retail Loan;
(g) the Lübeck Retail Loan;
(h) the Toom DIY Loan;
(i) the Swiss Senior Note in respect of the Emmen Wohncentre Loan; and
(j) the Rubicon Nike Loan.

Prior to the occurrence of a Sequential Payment Trigger and for the purpose of allocating Principal Distribution Amounts to the classes of Notes then outstanding only, the Notes of each class will be divided into two categories, the “Category A Obligations Notes” and the “Category B Obligations Notes”. Each class of Category A Obligations Notes and Category B Obligations Notes will be allocated a notional principal amount outstanding (a “Notional Principal Amount Outstanding”), calculated from time to time in accordance with the following rules. The Notional Principal Amount Outstanding allocated to each class of Notes on the Closing Date will be as set forth below:

(a) Category A Obligations Notes:

Class A Notes (comprising the Class A1 Notes and the Class A2 Notes): €525,729,137
(b) **Category B Obligations Notes:**

Class A Notes (comprising the Class A1 Notes and the Class A2 Notes): €401,070,863
Class B Notes: €32,114,000
Class C Notes: €32,114,000
Class D Notes: €23,800,000
Class E Notes: €10,100,000
Class F Notes: €1,370,769

Category A Obligations Principal Distribution Amounts will be applied sequentially to the applicable Notional Principal Amount Outstanding of each Category A Obligations Note from time to time from most senior to least senior, provided that Category A Obligations Principal Distribution Amounts allocated to the Class A Notes shall be first applied to the Class A1 Notes until redeemed in full and then to the Class A2 Notes, and the Principal Amount Outstanding of each relevant class of Notes shall be reduced accordingly by the amounts so applied in accordance with the Conditions.

Category B Obligations Principal Distribution Amounts will be divided into Pro Rata Principal Distribution Amounts and Category B Sequential Principal Distribution Amounts.

The “**Pro Rata Principal Distribution Amounts**” for any Distribution Date will be 50 per cent. of the aggregate Category B Obligations Principal Distribution Amounts representing Prepayment Redemption Funds (but excluding all release premiums in respect of a disposal of a Property included in Prepayment Redemption Funds) and Final Redemption Funds in respect of Category B Obligations.

The “**Category B Sequential Principal Distribution Amounts**” for any Distribution Date will be the Category B Obligations Principal Distribution Amounts less the Pro Rata Principal Distribution Amounts.

Category B Sequential Principal Distribution Amounts will be applied sequentially to the Notional Principal Amount Outstanding from time to time of each Category B Obligations Note then outstanding, from most senior to least senior, provided that Category B Sequential Principal Distribution Amounts allocated to the Class A Notes shall be first applied to the Class A1 Notes until redeemed in full and then to the Class A2 Notes, and the Principal Amount Outstanding of each relevant class of Notes shall be reduced accordingly in accordance with the Conditions.

After application of Category B Sequential Principal Distribution Amounts to the Notional Principal Amount Outstanding of each class of Category B Obligations Notes, the Pro Rata Principal Distribution Amounts shall be reduced by the Junior Class Amortisation Amount (if any) and then applied in pro rata proportion to the remaining Notional Principal Amount Outstanding of each class of Category B Obligations Notes, from Class A of the Category B Obligation Notes to Class E of the
Category B Obligation Notes, provided that Category A Obligations Principal Distribution Amounts allocated to the Class A Notes shall be first applied to the Class A1 Notes until redeemed in full and then to the Class A2 Notes, and the Principal Amount Outstanding of each relevant class of Notes shall be reduced accordingly in accordance with the Conditions.

The Principal Amount Outstanding of the Class F Notes shall then be reduced by the Junior Class Amortisation Amount (if any).

The “Junior Class Amortisation Amount” is the amount determined by multiplying (a) the Prepayment Redemption Funds and Final Redemption Funds included in Category B Obligations Principal Distribution Amounts on that Distribution Date attributable to the Junior Class Contributory Loan expressed as a percentage of the then principal amount outstanding of the Junior Class Contributory Loan, by (b) the then Principal Amount Outstanding of the Class F Notes.

The “Junior Class Contributory Loan” is the Jargo III Loan.

After the occurrence of a Sequential Payment Trigger, all Principal Distribution Amounts then available for distribution shall be applied sequentially to the classes of Notes outstanding, from most senior to least senior.

“Sequential Payment Trigger” means:

(a) a default has occurred in respect of the Dresdner Office Portfolio Loan and the Treveria II Loan; or

(b) the cumulative total of Loans which have defaulted is greater than five; or

(c) the cumulative percentage of Loans (calculated by reference to the principal amount outstanding of the Loans as at the date of calculation) which have defaulted since the Closing Date is greater than 14 per cent.; or

(d) NAI Amounts, in an amount more than five per cent. of the Principal Amount Outstanding of the Notes as at the Closing Date, have been allocated to any class of Notes due to realised losses on the Loans, or there has been a failure to pay interest when due on any Note (other than the most senior class of Notes then outstanding which would cause a Note Event of Default), or

(e) NAI Amounts have arisen with respect to any Category A Obligation Loan,

provided that, in determining whether a Loan has defaulted for the purposes of (a), (b) or (c) above:

(i) such determination shall be made solely on the basis of the terms of the relevant Loan Agreement as at the Closing Date by the Issuer Servicer and without regard to any subsequent amendments to the relevant Loan Agreement or waivers granted in respect thereof; and

(ii) an event of default shall be deemed not to have occurred for these purposes if (A) the default is with respect to payment and such default has been remedied or cured (or a Cure Payment has been made in respect thereof) within five Business Days of such default, and/or (B) the default is other than with respect to payment, and the default is capable of being remedied or cured and such default has been remedied or cured within 30 days of such default being notified in accordance with the terms of the relevant Loan Agreement.
Agreement, and/or (C) enforcement procedures have been completed and the principal amount outstanding and all amounts of interest, fees, expenses and any other amounts payable by the relevant Borrower or Borrowers in respect of such defaulted Loan have been received in full or the relevant Borrower or Borrowers have prepaid the defaulted Loan in full (including, for the avoidance of doubt, all amounts of interest, fees, expenses and other amounts payable by the relevant Borrower or Borrowers in respect of such defaulted Loan) and/or (D) if the defaulted Loan is the DFK Portfolio Senior Loan or a Swiss Loan, the Subordinated Lender has exercised its right to purchase such defaulted Loan or the relevant Swiss Senior Note, as the case may be.

Any Principal Distribution Amounts applied against the Class A1 and the Class A2 Notes shall be applied sequentially as between these two classes of Notes, so that the Class A1 Notes are repaid in priority to the Class A2 Notes.

Priority Payments

The Cash Manager shall, in the case of the amounts referred to in paragraph (a) below, and otherwise may, make the following payments out of the Issuer Transaction Account in priority to all other payments required to be made by the Issuer on any day such payments are required:

(a) out of Revenue Receipts or if such amounts are insufficient, from the proceeds of Expense Drawings, amounts due to third parties (other than the Issuer Related Parties), including the Issuer’s liability, if any, to corporation tax and/or value added tax, under obligations incurred in the course of the Issuer's business; and

(b) after an event of default in respect of a German Loan or the Dutch Loan, any urgent capital expenditure required to prevent a material decline in the value of any German Property or the Dutch Property to be funded out of Revenue Receipts; and

(c) any amounts required to fund advances under the Swiss Inter-company Loan Agreement,

such payments together referred to as the “Issuer Priority Payments”.

Pre-enforcement Priority of Payments

Prior to the service of a Note Acceleration Notice, on each Distribution Date, the Cash Manager will, subject to the rules set out under “Sequential and Pro Rata Distribution of Principal Distribution Amounts” above, apply Available Funds as determined on the immediately preceding Determination Date in the following manner and order of priority (the “Pre-enforcement Priority of Payments”) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

(a) first, in or towards satisfaction on a pro rata and pari passu basis, according to the respective amounts thereof, of the fees or other remuneration of (and amounts payable in respect of indemnity protection) and any costs, charges, liabilities and expenses incurred by the Note Trustee and the Issuer Security Trustee, respectively, and, in each case, the appointees thereof;
(b) second, in or towards satisfaction on a pro rata and pari passu basis, according to the respective amounts thereof, of the amounts, including audit fees, fees due to the stock exchange where the Notes are then listed, fees due to Rating Agencies and company secretarial expenses, which are payable by the Issuer to third parties and incurred without breach by the Issuer of the Note Trust Deed or the Deed of Charge and Assignment and not provided for payment elsewhere, and to provide for any such amounts expected to become due and payable by the Issuer after that Distribution Date, and to provide for the Issuer’s liability or possible liability for corporation tax;

(c) third, in or towards satisfaction on a pro rata and pari passu basis, according to the respective amounts thereof, of (i) all amounts due to the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement, (ii) all amounts due to the Issuer Servicer, the Issuer Special Servicer or the Treveria II Special Servicer under the Issuer Servicing Agreements, (iii) all amounts due to the Operating Bank under the Cash Management Agreement, (iv) all amounts due to the Cash Manager under the Cash Management Agreement, (v) all amounts due to the Agents under the Agency Agreement and (vi) all amounts due to the Registrar under the Agency Agreement and the Exchange Agent under the Exchange Agency Agreement;

(d) fourth, in or towards all amounts due or accrued but unpaid to the Liquidity Facility Provider under the Liquidity Facility Agreement (other than Liquidity Subordinated Amounts);

(e) fifth, in or towards satisfaction, on a pro rata and pari passu basis, according to the respective amounts thereof, of:
   (i) amounts due or overdue to the Swap Provider under any Swap Agreement (other than Issuer Swap Subordinated Amounts);
   (ii) interest due or overdue on the Class A1 Notes; and
   (iii) interest due or overdue on the Class X Notes;

(f) sixth, to redeem the Class A1 Notes in an amount equal to the lesser of the Principal Distribution Amounts and the Principal Amount Outstanding of the Class A1 Notes;

(g) seventh, interest due or overdue on the Class A2 Notes;

(h) eighth, to redeem the Class A2 Notes in an amount equal to the lesser of the remaining Principal Distribution Amount and the Principal Amount Outstanding of the Class A2 Notes until the Class A2 Notes have been fully redeemed;

(i) ninth, in or towards payment to the Issuer of €1500 per annum (the “Issuer’s Profit”) to be retained as profit and distributed by the Issuer;

(j) tenth, in or towards satisfaction of interest due or overdue on the Class B Notes;

(k) eleventh, to redeem the Class B Notes in an amount equal to the lesser of the remaining Principal Distribution Amount and the Principal Amount Outstanding of the Class B Notes until the Class B Notes have been fully redeemed;

(l) twelfth, in or towards satisfaction of interest due or overdue on the Class C Notes;
(m) **thirteenth**, to redeem the Class C Notes in an amount equal to the lesser of the remaining Principal Distribution Amount and the Principal Amount Outstanding of the Class C Notes until the Class C Notes have been fully redeemed;

(n) **fourteenth**, in or towards satisfaction of interest due or overdue on the Class D Notes;

(o) **fifteenth**, to redeem the Class D Notes in an amount equal to the lesser of the remaining Principal Distribution Amount and the Principal Amount Outstanding of the Class D Notes until the Class D Notes have been fully redeemed;

(p) **sixteenth**, in or towards satisfaction of interest due or overdue on the Class E Notes;

(q) **seventeenth**, to redeem the Class E Notes in an amount equal to the lesser of the remaining Principal Distribution Amount and the Principal Amount Outstanding of the Class E Notes until the Class E Notes have been fully redeemed;

(r) **eighteenth**, in or towards satisfaction of interest due or overdue on the Class F Notes;

(s) **nineteenth**, to redeem the Class F Notes in an amount equal to the lesser of the remaining Principal Distribution Amount and the Principal Amount Outstanding of the Class F Notes until the Class F Notes have been fully redeemed;

(t) **twenty-first**, in or towards satisfaction of any Issuer Swap Subordinated Amounts;

(u) **twenty-first**, in or towards satisfaction of any Issuer Swap Subordinated Amounts; and

(v) **twenty-second**, the surplus, if any, to the Issuer.

Principal of the Class X Notes will be repaid solely from amounts standing to the credit of the Class X Account. Any interest received by the Issuer on the principal amount standing to the credit of the Class X Account will be paid by the Issuer to the Class X Noteholders.

“**Liquidity Subordinated Amount**” means any amounts in respect of (a) increased costs, mandatory costs and tax gross up amounts payable to the Liquidity Facility Provider to the extent that such amounts exceed 0.125 per cent. per annum of the commitment provided under the Liquidity Facility Agreement and (b) if there is any Stand-by Drawing then outstanding, the excess of the interest then payable in respect thereof over the aggregate of (i) an amount equal to the commitment fee which would otherwise then be payable (but for the Stand-by Drawing) under the Liquidity Facility and (ii) an amount equal to the amount of interest earned in the relevant period in respect of the Stand-by Account and the interest element of any proceeds of any Eligible Investments made out of amounts standing to the credit of the Stand-by Account.

“**Issuer Swap Subordinated Amount**” means any termination amount which may be due to the Swap Provider as a result of the occurrence of a Swap Trigger.

The Issuer’s obligation to pay interest in respect of the Class E Notes and the Class F Notes will be limited on each Distribution Date to an amount equal to the lesser of (a) the Interest Amount (as defined in Condition 5(d) (Determination of Rates of Interest and Calculation of Interest Amounts for Notes) at page 210) in respect of the Class E Notes and the Class F Notes for that
Distribution Date, and (b) the Adjusted Interest Amount for such class of Notes on that Distribution Date. If the difference between the Interest Amount and the Adjusted Interest Amount applicable to the Class E Notes and/or the Class F Notes is attributable to a reduction in the interest-bearing balances of the Loans as a result of any repayments and/or prepayments howsoever arising on the Loans, the amounts of interest that would otherwise be represented by such difference will be extinguished on such Distribution Date, and the affected Noteholders will have no claim against the Issuer in respect thereof.

Post-enforcement Priority of Payments

Following the service of a Note Acceleration Notice, the Issuer Security Trustee will apply all monies and receipts received by the Issuer and/or the Issuer Security Trustee or a receiver appointed by it (other than amounts standing to the credit of the Stand-by Account and the Class X Account (if any)) (whether of principal or interest or otherwise) in the following manner and order of priority (the “Post-enforcement Priority of Payments”) (in each case only if and to the extent that payments of a higher priority have been made in full):

(a) first, in or towards satisfaction on a pro rata and pari passu basis, according to the respective amounts thereof, of the costs, expenses, fees or other remuneration and indemnity payments (if any) payable to the Note Trustee or any of its appointees and the Issuer Security Trustee or any of its appointees (including any receiver appointed by the Issuer Security Trustee) and any costs, charges, liabilities and expenses incurred by either the Note Trustee or the Issuer Security Trustee or any of its appointees (including any receiver);

(b) second, in or towards satisfaction on a pro rata and pari passu basis, according to the respective amounts thereof, of (i) all amounts due to the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement, (ii) all amounts due to the Issuer Servicer, Issuer Special Servicer or Treveria II Special Servicer under the Issuer Servicing Agreements, (iii) all amounts due to the Operating Bank under the Cash Management Agreement, (iv) all amounts due to the Cash Manager under the Cash Management Agreement, (v) all amounts due to the Agents under the Agency Agreement, and (vi) all amounts due to the Registrar under the Agency Agreement and the Exchange Agent under the Exchange Agency Agreement;

(c) third, in or towards satisfaction of all amounts due or accrued due but unpaid to the Liquidity Facility Provider under the Liquidity Facility Agreement (other than Liquidity Subordinated Amounts);

(d) fourth, in or towards satisfaction on a pro rata and pari passu basis, according to the respective amounts thereof, of: (i) all amounts due or overdue to the Swap Provider under any Swap Agreement (other than the Issuer Swap Subordinated Amounts); (ii) all interest and principal due or overdue on the Class A1 Notes; and (iii) all interest due or overdue on the Class X Notes;
(e) **fifth**, in or towards satisfaction of all interest and principal due or overdue on the Class A2 Notes;

(f) **sixth**, in or towards satisfaction of all interest and principal due or overdue on the Class B Notes;

(g) **seventh**, in or towards satisfaction of all interest and principal due or overdue on the Class C Notes;

(h) **eighth**, in or towards satisfaction of all interest and principal due or overdue on the Class D Notes;

(i) **ninth**, in or towards satisfaction of all interest and principal due or overdue on the Class E Notes;

(j) **tenth**, in or towards satisfaction of all interest and principal due or overdue on the Class F Notes;

(k) **eleventh**, in or towards satisfaction of any Liquidity Subordinated Amounts;

(l) **twelfth**, in or towards satisfaction of all Issuer Swap Subordinated Amounts; and

(m) **thirteenth**, the surplus, if any, to the Issuer or other persons entitled thereto.

Following the enforcement of the Issuer Security, the Issuer Security Trustee will pay:

(i) the amount (if any) standing to the credit of the Stand-by Account to the Liquidity Facility Provider; and

(ii) the amount (if any) standing to the credit of the Class X Account to the Class X Noteholders.

**Prepayment Fees and Break Adjustments**

Prepayment fees paid by the Borrowers under the Loan Agreements shall not, for the avoidance of doubt, be included in Dutch Borrower Interest Receipts, German Borrower Interest Receipts or Swiss Senior Note Interest Receipts (as the case may be). Similarly, breakage costs paid by the Swap Provider under any Swap Agreement shall not, for the avoidance of doubt, be included in Revenue Receipts. Such amounts if received from the Swap Provider, shall be included in Available Funds under the circumstances described in “Available Funds” at page 37. If such amounts are not so included, they will be used by the Issuer to pay the relevant Borrower (if required under the relevant Loan Agreement) or, if not so applied, to enter into a replacement swap transaction or, if not so applied, to pay to the Originators as deferred consideration for the sale of the relevant Loans.

On any prepayment, and in certain other circumstances in relation to the Loans, a Break Adjustment may also be payable by or due to the Borrower, based on the costs which would be incurred by the lender in unwinding or cancelling any Notional Hedge Transaction or any part thereof. If a Break Adjustment is due to a Borrower the relevant amount paid by the Swap Provider will be included in the calculation of Available Funds.

For further information about Break Adjustments in respect of the Loans, see “Certain Additional Terms Relating to the Loans – Break Adjustments” at page 112.

**Security for the Notes**

The obligations of the Issuer to the Issuer Secured Creditors will be secured by and pursuant to the Issuer Security Documents, being:

(a) the Deed of Charge and Assignment, governed by English law;

(b) the German Security Agreement, governed by German law;
(c) the Dutch Security Agreement, governed by Dutch Law; and
(d) the Swiss Security Agreement, governed by Swiss Law,
each of which will be entered into on the Closing Date.

Pursuant to the Issuer Security Documents, the Issuer will grant the Issuer Security in favour of the Issuer Security Trustee.

Pursuant to the Deed of Charge and Assignment, the Issuer will grant the following security interests (the “Issuer English Security”):

(a) an assignment by way of first-ranking security of the Issuer's rights, title, benefit and interest, present and future, in, to and under the Issuer Servicing Agreements, the Cash Management Agreement, the Agency Agreement, the Liquidity Facility Agreement, the Swap Agreements, the Note Trust Deed, the Exchange Agency Agreement, the Issuer Corporate Services Agreement, the Swiss Intercompany Loan Agreement, the Asset Transfer Agreements and any other contractual agreements entered into by the Issuer (other than any other Issuer Security Document or any Swiss Issuer Transaction Document);

(b) a first fixed charge over the Issuer's rights, title, benefit and interest, present and future, in and to the Issuer Transaction Account, the Stand-by Account, the Class X Account and any other bank or securities account in England and Wales in which the Issuer may place and hold its cash or securities resources (other than (if opened) the Swap Collateral Cash Account and the Swap Collateral Custody Account), and in the funds or securities from time to time standing to the credit of such accounts and in the debts represented thereby;

(c) a first fixed charge in and to the Issuer's rights, title, benefit and interest, present and future, in and to the German Loans, the Dutch Loan and Eligible Investments and all monies, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies enforcing the same; and

(d) a first-ranking floating charge governed by English law over the whole of the undertaking and assets of the Issuer, present and future (other than any property or assets of the Issuer subject to the assignments by way of security and the fixed charges set out in paragraphs (a) to (c) above and other than property or assets subject to the security constituted by the German Security Agreement, the Dutch Security Agreement and the Swiss Security Agreement).

The fixed charge created by the Issuer over its interests in the Class X Account in favour of the Issuer Security Trustee will be held on trust for the benefit of the Class X Noteholders only.

Pursuant to the German Security Agreement, the Issuer will grant to the Issuer Security Trustee a first-ranking assignment of the contractual security interests it has obtained in respect of the German Related Security (the “Issuer German Security”) with respect to the relevant German Related Security governed by German law.

Pursuant to the Dutch Security Agreement, the Issuer will grant to the Issuer Security Trustee a first-ranking pledge of all its contractual rights in connection with the Dutch Related Security governed by Dutch law (the “Issuer Dutch Security”).
Pursuant to the Swiss Security Agreement, the Issuer will grant a first-ranking pledge of the Swiss Senior Note and all the rights relating thereto to the Issuer Security Trustee (the “Issuer Swiss Security”).
RISK FACTORS

The following is a summary of certain issues of which prospective Noteholders should be aware, but it is not intended to be exhaustive and prospective Noteholders should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision. Some of the issues set out in this section of the Offering Circular are mitigated by certain representations and warranties which the Originator or Originators will provide in the Asset Transfer Agreements in relation to the Originated Assets, the Properties and other associated matters.

For further information in relation to such representations and warranties, see “Sale of Originated Assets – Originators’ Representations and Warranties” at page 115.

General Factors Relating to the Originated Assets

Default by Obligors

The ability of the Issuer to meet its obligations under the Notes will be dependent on the receipt by it of funds from the Dutch Borrower, the German Borrowers and the Swiss Issuer in respect of the Issuer Assets and, in turn, on the receipt by the Swiss Issuer of funds from the Swiss Borrowers under the Swiss Loan Agreements. The Issuer’s ability to meet its payment obligations under the Notes will also be dependent on payments from the Swap Provider under the Swap Agreements in relation to, among other things, the Fixed Rate Loans and other risks in respect of which the Swap Agreements have been entered into and, where necessary and applicable, the availability of drawings under the Liquidity Facility Agreement.

The ability of the Swiss Issuer to meet its payment obligations under the Swiss Senior Notes may also be dependent upon the availability of Expense Drawings to cover the costs of enforcing the Swiss Assets incurred by the Swiss Issuer.

If, on a default in respect of the Issuer Assets or Originated Assets and following the exercise of all available remedies in respect of the Issuer Assets or the Originated Assets, as the case may be, the Issuer or the Swiss Issuer does not receive all amounts owing in respect of the relevant asset, then Noteholders (or the holders of certain classes of Notes) may receive, by way of principal repayment, an amount less than the face value of their Notes and the Issuer may be unable to pay in full interest due on the Notes or certain classes of the Notes. The Issuer does not guarantee or warrant full and timely payment of any sums owing in respect of the Issuer Assets or the Originated Assets.

Each Loan is secured, in whole or in part, over property which is let, either for commercial or multi-family purposes. Lending against the security of income generating property is generally perceived to expose lenders to a greater risk of loss than lending against the security of owner occupied property. Prospective Noteholders should be aware that, except as otherwise described in this Offering Circular, each Borrower is a limited purpose vehicle, with limited access to capital beyond the net operating or Rental Income generated by the property or properties it owns. Such cash-flow may be reduced, for example, upon termination of a lease (whether by the passage of time, a notice of termination by the tenants, upon a default by the tenant or under law), if a lease is not renewed or replaced or if operating expenses incurred by the property owner increase beyond those anticipated by the property owner. Such cash-flow may also be reduced if capital expenditure is required to maintain or improve the property in order to comply with obligations to tenants, or to attract new tenants. In any of these circumstances, the relevant Borrower’s ability to make payments of interest and repayments of principal in respect of its Loan may be impaired.

Nature of Borrowers

Except as otherwise indicated in this Offering Circular in relation to the Dresdner Office Portfolio Borrower and the ECP MF Portfolio Borrower, each Borrower was incorporated as a limited purpose entity with the sole purpose of acquiring a Property or Properties and/or raising debt to fund that acquisition, such debt to be secured against the relevant Property or Properties, or if they were not incorporated in this form, have been subsequently converted into a limited purpose entity of that type through appropriate contractual or constitutional restrictions being imposed upon them.
All of the Borrowers have given various positive and negative covenants in their respective Loan Agreements, for the purpose of maintaining their status as (except in the case of the Dresdner Office Portfolio Borrower and the ECP MF Portfolio Borrower) limited purpose, property owning vehicles. Thus, the relevant Originator has satisfied itself at the time of origination of the relevant Originated Assets that (except as otherwise disclosed in this Offering Circular in relation to the Dresdner Office Portfolio Borrower and the ECP MF Portfolio Borrower) the relevant Borrower had no material liabilities, actual or contingent, other than such as are formally subordinated pursuant to a binding subordination agreement or otherwise reserved for, except in relation to the Properties which constitute security for the relevant Loan. However, the ability of the Borrowers to service the debt owing in respect of the Originated Assets will be conditional upon the respective Properties generating sufficient net operating income to cover the expenses of owning and maintaining the Properties, as well as servicing such debts. In undertaking its assessment of a prospective borrower and a prospective loan, the relevant Originator had regard to the fact that commercial properties must be maintained to a high standard in order to attract and retain high quality tenants, and that, wherever a property is situated, maintenance must be performed in a scheduled and timely fashion in order to prevent a deterioration in the value or attractiveness of the property to tenants. In certain cases, the principal obligation to maintain a property will fall on the tenants; this is not, however, always the case; and an analysis of a prospective borrower's ability to maintain a property, and its sources of funds to cover the costs of maintenance and capital expenditure, has been undertaken by the relevant Originator where appropriate, prior to the origination of a Loan.

Refinancing and Disposal

Each Loan Agreement contains provisions requiring the relevant Borrower to make a repayment of principal on the final maturity date of the relevant Loan. However, none of the Loans amortise to zero by its scheduled maturity date and, therefore, a Borrower's ability to repay its Loan on final maturity will be dependent upon its ability to raise Refinancing Proceeds or Disposal Proceeds. The ability of a Borrower to refinance a Property will be dependent, among other things, on the willingness and ability of lenders, which typically include banks, insurance companies and finance companies, to make loans secured on the Property and, in certain cases, the Borrower's ability to enter into suitable swap arrangements in connection with such refinancing. The availability of funds in the loan markets fluctuates and there can be no assurance that funds in the amount required to refinance any particular Loan will be available to refinance that Loan on its scheduled maturity date. In addition, the availability of assets similar to a Property and competition for available credit may have a significant adverse effect on the ability of a Borrower to refinance or sell its Property or Properties. None of the Issuer, the Originators or the Swiss Issuer is under any obligation to provide any such refinancing and there can be no assurance, for the reasons described above, that the necessary Refinancing Proceeds or Disposal Proceeds would be raised.

A failure to raise the necessary Refinancing Proceeds or Disposal Proceeds may result in a Borrower defaulting under its Loan Agreement. Similarly, a failure to maintain a Property and carry out capital expenditure to preserve the rental value of a Property may result in the liquidation or refinancing value of the Property being less than the amount necessary to repay the relevant Loan in full through an insufficiency in Refinancing Proceeds or Disposal Proceeds. In the event of such a default, the Noteholders, or the holders of certain classes of Notes, may receive, by way of principal repayment, an amount less than the face value of their Notes and the Issuer may be unable to pay in full interest due on the Notes or certain classes of the Notes.

The Properties

The Loans are fully secured by, among other things, except as otherwise described in this Offering Circular, first-ranking and fully perfected mortgages over the Properties though where registration of the mortgages is still pending, notarial certificates have been obtained which confirm the ranking of the mortgages upon registration and discharge of any existing prior ranking mortgages.

The repayment of each Loan may be, and the payment of interest on each Loan is, dependent on the ability of the applicable Property or Properties to generate cash-flow. However, the income-producing capacity of the Properties may be adversely affected by a large number of factors. Some of these factors relate specifically to a Property itself, such as the age, design and construction quality of the Property; perceptions regarding the safety, convenience and
attractiveness of the Property; the proximity and attractiveness of competing properties; the adequacy of the Property's management and maintenance; an increase in the capital expenditure needed to maintain the Property or make improvements; a decline in the financial condition of a major tenant; a decline in rental rates as leases are renewed or entered into with new tenants; the length of tenant leases and the length of any void period between tenant leases; termination rights of the tenants; the creditworthiness of tenants; and the size of the real estate market in the relevant jurisdiction and of the real estate market for the type of property in question in certain locations within that jurisdiction.

Other factors which could have an impact on the value of a Property are more general in nature, such as: national, regional or local economic conditions (including plant closures, industry slowdowns and unemployment rates); local property conditions from time to time (such as an oversupply or under supply of retail or office space); demographic factors; consumer confidence; consumer tastes and preferences; retrospective changes in building codes or other regulatory changes; changes in governmental regulations, fiscal policy, planning/zoning or tax laws; potential environmental legislation or liabilities or other legal liabilities; the availability of refinancing; and changes in interest rate levels or yields required by investors in income-producing commercial or multi-family properties.

The occupational tenancies which have been granted in respect of the Properties may contain provisions for the review of rent. However such rent review provisions do not generally provide for upward only rent reviews.

Investors should note that the Properties, which constitute the ultimate security for the Notes, are located in three jurisdictions – Germany, The Netherlands and Switzerland. There are likely to be substantive differences between the economic conditions in each of these three jurisdictions, in the local property markets, and in demographic and consumer trends in each of these three jurisdictions. Furthermore, the legal and regulatory regime in each of these three jurisdictions is unique to that jurisdiction.

For further information about the legal and regulatory regimes prevailing in each of these jurisdictions insofar as they relate to the relevant Loans, see “Certain Matters of German Law” at page 229, “Certain Matters of Dutch Law” at page 247 and “Certain Matters of Swiss Law” at page 238.

A deterioration in the commercial property market in any of the jurisdictions or in the financial condition of a major tenant of a Property (where a Property is partly or wholly let) will tend to have a more immediate effect on the net operating income of properties with short-term revenue sources and may lead to higher rates of delinquency or defaults.

There can be no assurance that leases on terms equivalent to the leases on the Properties as at the Closing Date (including gross rents and service charges payable, and covenants of the landlord particularly where an existing tenant pays a rent which is in excess of prevailing market rents) will be achievable in the future, that market practices in the jurisdictions in which the Properties are located will not have changed, or that changes in law (including court judgments) in the relevant jurisdictions will not limit the terms of leases in respect of any Property which is entered into after the Closing Date. Equally, there can be no assurance that the Borrowers, or their sponsors, will be able to attract tenants of comparable credit quality to the Properties in the event that leases expire or are terminated. There can also be no assurance that the credit quality of the tenants of the Properties as at the Closing Date will not deteriorate over time. The leases on any of the Properties may terminate earlier than their contractual expiry date if the tenant surrenders the lease or defaults under the lease or if it exercises a right, provided for in the lease, to terminate it. The ability of a Borrower to re-let its Property, and the rents achieved on the re-letting, will be dependent on the macro-economic and local economic conditions prevailing at the time of re-letting, as well as the condition of the affected Properties and the availability of alternative properties to prospective tenants.

Any one or more of the factors described above could operate to have an adverse effect on the income derived from, or able to be generated by, a particular Property, which could in turn cause the relevant Borrower to default on its Loan, or impair the ability of a Borrower to refinance its Loan or sell its Property or Properties and may result in the liquidation value or refinancing value of the Property being less than the amount required to repay the Loan advanced against such Property.
German Registration Formalities

Where registration or certification of currently unperfected or not yet certificated mortgages is still pending, the transfer of such mortgages and the rights arising from provisions on submission to immediate enforcement from the relevant German Security Trustee to the Issuer and the retransfer from the Issuer to the relevant German Security Trustee will be effected and confirmed in a notarial assignment declaration which is to be issued once every year and for the first time on 31st December, 2007, with respect in each case to mortgages that have been perfected and certified at that point in time. Insofar as mortgages are concerned which have been perfected and certificated at the time of the Closing Date, the transfer of such mortgages and the rights arising from provisions on submission to immediate enforcement from the relevant German Security Trustee to the Issuer and the retransfer from the Issuer to the relevant German Security Trustee will be effected and confirmed in a notarial assignment declaration which is to be issued within eight weeks of the Closing Date.

Priority of Security in Germany

Each folio of the land register in Germany consists of three divisions (Abteilungen) and an index (Bestandsverzeichnis). Division I sets out the ownership status and division II indicates encumbrances in real property other than security interests in land (such as mortgages and land charges) which are registered in division III (Abteilung III). Where reference in this Offering Circular is made to security interests over land in Germany being “first-ranking”, there may be rights registered in division II (Abteilung II) in favour of third parties which rank prior to such “first-ranking” rights registered in division III, in particular tenant easements in favour of certain tenants.

In addition to rights registered in the land register there may be further rights and obligations of the relevant owners of the land registered in the public law rights register (Baulastenverzeichnis).

Further, there may be first-ranking rights to the properties under German law which cannot be determined from the land registry or the public law rights register, for example Überbaurenten (encroachment rents).

The Tenants

A Borrower’s ability to make its payments under its Loan Agreement will be substantially dependent on payments being made by the tenants of the relevant Property or Properties. Where a Borrower, as landlord, is in default of its obligations under a tenancy, a right of set-off could, with certain limitations, be exercised by a tenant of the relevant Property in respect of its rental obligations. In respect of a multi-tenanted Property, a Borrower would normally be obliged to provide services in respect of the relevant Property irrespective of whether certain parts of the relevant Property are unlet. The Borrower in its capacity as landlord, in such circumstances, would have to meet any shortfall in recovering the costs of the services or risk the tenants exercising any right of set-off.

The Rent Accounts

In order to ensure that the Originators receive rent payments from the tenants, the Originators have structured the Loan Agreements so that, except as described below, rent payments are required to be made directly by the tenants to the Dutch Borrower Rent Account, the German Borrower Rent Accounts, or the Swiss Borrower Rent Accounts, as applicable (collectively, the “Borrower Rent Accounts” and each a “Borrower Rent Account”). Prior to the Closing Date, the Borrower Rent Accounts are secured in the case of the German Loans (other than in respect of the Dresdner Office Portfolio Loan), to the relevant German Security Trustee, in the case of the Dutch Loan, to Deutsche Bank AG, London Branch in its capacity as the “Dutch Security Trustee” and in the case of the Swiss Loans, to the Deutsche Bank Originator and, in the case of the Swisscom Loan, Deutsche Bank AG, London Branch in its capacity as the “Swiss Security Agent” (and, together with the German Security Trustees and the Dutch Security Trustee, the “Loan Security Trustees”). Each Borrower has agreed not to countermand or vary the instructions to its tenants as to the Borrower Rent Account to which its rent receipts should be credited. Save as described below, tenants have been notified that payments are to be made into a Borrower Rent Account.

For commercial reasons, where an independent managing agent is appointed in respect of a Property and is empowered to collect payments of rent, tenants may not be advised of the existence of the Borrower Rent Accounts, and the relevant Originator relies upon such managing
agent to collect rents and ensure that they are credited to the applicable Borrower Rent Accounts (or, where a managing agent has established a bank account in its own name for such purposes, to the applicable managing agent account). A managing agent has been appointed in respect of certain of the Properties, and therefore acts as an intermediary in collecting Rental Income in respect of those Properties. Any failure by or inability of the managing agent to discharge its obligations could impact upon the collection of rents or the relevant amounts being credited to the Borrower Rent Accounts.

A failure to control rental payments in the manner contemplated could cause a Borrower to default under its Loan Agreement, impair the ability of a Borrower to refinance its Loan or sell its Property and may result in the liquidation value or refinancing value of the Property being less than the amount necessary to repay the relevant Loan and related amounts in full.

**Insurance**

Each Loan Agreement contains provisions, except as described elsewhere in this Offering Circular, requiring the relevant Borrower to insure its respective Properties against the risk of damage or destruction, third party liabilities, acts of terrorism (except in respect of the Dresdner Office Portfolio Loan, the Jargo III Loan, the Petruswerk MF Loan, the Jargo V Loan and the Swiss Loans) and such other risks as a prudent owner of similar properties would insure against, including insurance against loss of rent. However, the specific requirements in terms of insurance vary from Loan Agreement to Loan Agreement.

Each of the Borrowers has executed documentation granting a security or other interest in respect of their rights against the insurance companies for amounts which are or may become due under the insurance policies taken out by the relevant Borrower in respect of the relevant Property. Such grants of security are required by the relevant loan documentation to be updated from time to time as necessary.

A failure by any of the Borrowers to keep the relevant insurance policies current in respect of a relevant Property may, on the occurrence of any damage to such Property or loss of rent thereon, which would otherwise have been recoverable under such insurance policy, result in a corresponding loss in the value of such Property or payment recovery under the corresponding Loan. Similarly, even where the relevant insurance policy is current, there could be an administrative delay in obtaining payment by the Borrowers from the insurers which could affect the ability of the Borrowers to meet their respective payment obligations during that period of delay.

Certain types of risks and losses (such as losses resulting from war, terrorism, nuclear radiation, radioactive contamination and heaving or settling of structures) may be or become either uninsurable or not economically insurable or are not covered by the required insurance policies. Other risks might become uninsurable (or not economically insurable) in the future. If an uninsured or uninsurable loss were to occur, the Borrowers might not have sufficient funds to repay in full all amounts owing under or in respect of the relevant Loan Agreement.

**Valuations**

The Origination Valuations in respect of the Properties have been provided by a number of independent qualified firms of valuers. The Origination Valuations express the professional opinion of the relevant valuers on the relevant Property and are not guarantees of present or future value in respect of such Property. One valuer may, in respect of any Property, reach a different conclusion than the conclusion in relation to a particular Property that would be reached if a different valuer were appraising such Property and the methodologies applied by the valuers also vary between the Origination Valuations. Moreover, valuations seek to establish the amount that a typically motivated buyer would pay a typically motivated seller and, in certain cases, may have taken into consideration the purchase price paid by the existing property owner. There can be no assurance that the market value of the relevant Property will continue to equal or exceed the valuation contained in the relevant valuation report. If the market value of a Property fluctuates, there can be no assurance that the market value will be equal to or greater than the unpaid principal and accrued interest on the Loan made in respect of such Property and any other amounts due under the relevant Loan Agreement. If the Property is sold following an event of default in respect of a Loan, there can be no assurance that the net proceeds of such sale will be sufficient to pay in full all amounts due in respect of the relevant Loan.
Leaseholds and Hereditary Building Rights

Certain of the Properties are leasehold properties or, in the case of the German Properties, hereditary building right properties. If the relevant Borrowers do not pay the relevant ground rents in respect of such leasehold properties or hereditary building right properties or certain other events defined in the relevant agreements creating such rights have occurred, the relevant superior landlord may seek to forfeit the relevant leases or hereditary building rights (or take analogous steps under German or Swiss law).

Compulsory Purchase and Expropriation of Properties

Any property in Germany, The Netherlands or Switzerland may at any time be compulsorily acquired by, among others, a local or public authority or a governmental department on public interest grounds, for example, a proposed redevelopment or infrastructure project. No such compulsory purchase proposals were, however, revealed in the course of the due diligence undertaken by the Originators at the time of the origination of the Originated Assets.

Each of Germany, The Netherlands and Switzerland has its own legal rules relating to compulsory purchase of property, providing a process pursuant to which a compulsory purchase of property may occur. Under the legal rules of both jurisdictions, the owners and occupiers of a property subject to a compulsory purchase proposal will be entitled to receive a market value based price for the property. In the context of the Properties, there can be no assurance, however, that the compulsory purchase price would be equal to the amount or portion of the Loan secured upon such Property or that the compulsory purchase price would be paid prior to the scheduled maturity date of the Loan. This could undermine the ability of the affected Borrower to repay the principal of the relevant Loan. Moreover, under the legal rules of each jurisdiction, a compulsory purchase order in respect of a property may have the effect of releasing the tenants thereof from their obligations to pay rent. In the context of the Properties, this could undermine the ability of a Borrower to pay interest on the relevant Loan by reducing the generation of Rental Income.

In the case of each of Germany, The Netherlands and Switzerland, there is often a delay between the compulsory purchase of a property and the payment of compensation in relation to such compulsory purchase, the length of which will largely depend upon the ability of the property owner and the entity acquiring the property to agree on the market value of the affected property, or other means of determining the amount of compensation payable upon a compulsory purchase. Should such a delay occur in the case of a Property, then, unless the affected Borrower has other funds available to it, an event of default may occur under the affected Loan Agreement. Following the payment of compensation, the affected Borrower will be required to prepay all or such part of the amounts owing by it under the affected Loan Agreement, as applicable, as is equivalent to the compensation payment received. The proceeds of any such prepayment will be paid, ultimately, to the Issuer and will be applied by the Issuer to redeem the Notes (or part thereof).

Force Majeure and Similar Matters

The laws of each of Germany, The Netherlands and Switzerland recognise the doctrine of force majeure, permitting a party to a contractual obligation to be freed from it upon the occurrence of an event which renders impossible the performance of such contractual obligation. There can be no assurance that the tenants of Properties will not be subject to a force majeure event leading to such tenants being freed from their obligations under their leases. This could reduce the amount of Rental Income generated and hence the ability of the relevant Borrower to pay interest on or repay the principal in respect of the relevant Loan.

Risks Relating to Planning

The laws of each of Germany, The Netherlands and Switzerland impose regulations that buildings comply with local planning requirements. Violation of local planning regulations can have consequences such as the imposition of a fine on the owner of the relevant building, a requirement that alterations are made to the relevant building or, in certain circumstances, the demolition of the relevant building or the relevant part thereof. The due diligence undertaken at the time the Loans were originated did not reveal, in the case of any of the Properties, any material non-compliance with local planning requirements which prevented the relevant Originator making the Loan. However, such due diligence was based on a documentary review rather than a detailed physical examination of each of the Properties to ensure compliance and no assurance can, therefore, be provided that there, in fact, are no breaches of local planning requirements.
Property Owners' Liability to Provide Services

Occupational tenancies will usually contain provisions for the relevant tenant to make a contribution towards the cost of maintaining common areas calculated with reference, among other things, to the size of the premises demised by the relevant tenancy and the amount of use which such tenant is reasonably likely to make of the common areas. The contribution forms part of the service charge payable to the landlord (in addition to the principal rent) in accordance with the terms of the relevant tenancy.

The liability of the landlord in each case to provide the relevant services is, however, not always conditional upon all such contributions being made and, consequently, any failure by any tenant to pay the service charge contribution on the due date or at all would oblige the landlord to make good the shortfall from its own monies until the relevant amounts are recovered from the tenants. The landlord would also need to pay from its own monies service charge contributions in respect of any vacant units and seek to recover any shortfall from the defaulting tenant using any or all of the remedies that the landlord has under the lease to recover outstanding sums.

Property Expenses

Maintaining the value of the Properties is dependent, to some extent, on undertaking periodic capital expenditure in respect thereof. In the ordinary course of events, the Borrowers will fund such capital expenditure out of cash-flow available to them, generated by the Properties. Such capital expenditure may be required, however, following the occurrence of an event of default in respect of a Loan. In this scenario, it is unlikely that the Borrowers would be able to fund such capital expenditure out of cash-flow available to them. In the event that the necessary capital expenditure is not undertaken, this could lead to a diminution in the value of the relevant Property, impacting on the liquidation or refinancing value thereof and hence the ability to generate sufficient Disposal Proceeds or Refinancing Proceeds. The possibility of such diminution in value would be heightened in the event that the enforcement proceedings following an event of default in respect of a Loan are protracted.

Capital Expenditure and Environmental Remediation Costs

The due diligence undertaken by the Originators at the time of origination revealed that certain of the Properties under several of the Loans required capital expenditure or environmental remediation to be carried out in relation thereto; such costs are reserved for under the relevant Loan documentation or are expected to be covered by projected excess cash flow.

Appointment of Substitute Swiss Issuer Servicer

The Swiss Issuer Servicing Agreement contains provisions which allow, under certain circumstances for the appointment of the Swiss Issuer Servicer to be terminated. For a termination of the appointment of the Swiss Issuer Servicer under the Swiss Issuer Servicing Agreement to be effective, however, a substitute servicer must have been appointed by the Swiss Issuer. There is no guarantee that a substitute servicer could be found who would be willing to service the Swiss Assets at a commercially reasonable fee, or at all, on the terms of the Swiss Issuer Servicing Agreement. In any event, the ability of such substitute servicer to perform the required services fully would depend on the information and records then available to it, as well as its own experience in servicing similar assets.

Appointment of Substitute Issuer Servicer

The Issuer Servicing Agreement, the Treveria II Servicing Agreement and the Dresdner Office Portfolio Servicing Agreement contain provisions which allow, under certain circumstances, for the appointment of the Issuer Servicer to be terminated. The termination of the appointment of the Issuer Servicer under the Issuer Servicing Agreement will not be effective, however, until a substitute issuer servicer has been appointed. There is no guarantee that a substitute issuer servicer could be found who would be willing to perform the servicing functions specified in the Issuer Servicing Agreement, the Treveria II Servicing Agreement and the Dresdner Office Portfolio Servicing Agreement, as the case may be, at a commercially reasonable fee or at all. The fact that the Originated Assets that support the payments on the Notes are located in, or comprise rights against persons located in, a number of different jurisdictions, each of which has a legal system unique to that jurisdiction, may reduce the number of persons available with the appropriate experience and expertise to perform effectively as the Issuer Servicer in accordance with the terms.
set out in the Issuer Servicing Agreement, the Treveria II Servicing Agreement and the Dresdner Office Portfolio Servicing Agreement, as the case may be.

Risks relating to Conflicts of Interest

Conflicts of interest may arise between the Issuer on one hand, and the Originators and Citibank, on the other hand, because the Originators, Citibank and certain of their affiliates intend to continue actively to service, acquire, develop, finance and dispose of real estate-related assets in the ordinary course of their business. During the course of their business activities the Originators, Citibank or those affiliates may operate, service, acquire or sell properties, or finance loans secured by properties, which are in the same markets as the Properties. In such cases, the interests of the Originators, Citibank or those affiliates may differ from, and compete with, the interests of the Issuer, and decisions made with respect to those assets may adversely affect the value of the Properties and therefore, ultimately, the ability of the Issuer to make payments under the Notes. Likewise, the Issuer Servicer, the Issuer Special Servicer, the Treveria II Special Servicer, the Treveria II Facility Agent, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer may service, acquire, develop, operate, finance or dispose of real estate-related assets in the ordinary course of their business so causing similar conflicts of interest to arise.

Enforcement of the Dutch Related Security

To the extent a Dutch Borrower would become subject to Dutch insolvency law, the position of holders of Dutch security rights is, in principle, not affected.

For further information, see “Certain Matters of Dutch Law” at page 247.

Insolvency of the Borrowers established or incorporated in Germany and Enforcement of the relevant Related Security

The German Borrowers which are organised under the laws of Germany and the other parties to the German Loan Agreements and the documents entered into ancillary thereto which are established under the laws of Germany are subject to the provisions of German insolvency law. Although such German Borrowers (except where otherwise stated in this Offering Circular) have been established for the specific purpose of acquiring the relevant German Properties and are limited purpose entities, they may, nonetheless, become insolvent or subject to moratorium proceedings under German law. The Issuer, as lender (after the Closing Date) under the German Loan Agreements and beneficiary of the security interests granted in respect thereof, will have certain rights under the German Loan Agreements and related documents if one or more of the German Borrowers becomes insolvent or subject to a moratorium, including certain rights to enforce the German Related Security. However, the rights of creditors of insolvent German companies are limited by law; self-help remedies, for example appointing a receiver in respect of a property and controlling the manner and timing of the sale of secured collateral, are also limited or excluded, as the case may be, by mandatory provisions of German law.

For further information about the implications of German insolvency law, see “Certain Matters of German Law” at page 229.

Insolvency of the Borrowers incorporated in Luxembourg and Enforcement of the relevant Related Security

As the Borrowers in respect of the Emmen Wohncentre Loan, the Jargo III Loan, the Jargo V Loan, the Edeka Retail Loan and the Lübeck Retail Loan were incorporated in Luxembourg, such Borrowers are subject to the provisions of Luxembourg insolvency legislation. Although such Borrowers have been incorporated for the specific purpose of acquiring the relevant Properties and are limited purpose entities, they may, nonetheless, become insolvent or subject to moratorium proceedings under Luxembourg law. The Issuer as lender (after the Closing Date) under the relevant Loan Agreement and holder of the security interests granted in connection therewith, will have certain rights in respect thereof if the relevant Borrowers become insolvent or subject to a moratorium, and certain rights to enforce its security. However, the rights of creditors of insolvent Luxembourg companies are limited by law; self-help remedies, for example appointing a receiver in respect of a property and controlling the manner and timing of the sale of secured collateral, are also limited by mandatory provisions of Luxembourg law.

For further information about such limitations, see “Certain Matters of Luxembourg Law” at page 245.
Irrespective of the fact that the majority of such Borrowers’ assets are located either in Germany or Switzerland, as the case may be, the German or Swiss courts, as applicable, could determine that the insolvency regime applicable to such Borrower would be that of the country of its incorporation (being Luxembourg). As such, the German or Swiss courts would recognise the mandatory provisions of the insolvency law of Luxembourg in the context of an enforcement proceeding brought in respect of any Related Security relating to the relevant Loan in the German or Swiss courts.

For further information about the effect of an insolvency of a German Borrower incorporated in Luxembourg on the enforcement of the German Related Security from a German law perspective, see “Certain Matters of German Law” at page 229 and “Certain Matters of Luxembourg Law” at page 245.

**Insolvency of the Borrower incorporated in Jersey and Enforcement of the relevant Related Security**

As the Borrower under the Rubicon Nike Loan was incorporated in Jersey, such Borrower is subject to the provisions of Jersey insolvency legislation. Although the relevant Borrower has been incorporated for the specific purpose of financing the acquisition of the Dutch Property, it may, nonetheless, become insolvent or subject to moratorium proceedings under Jersey law. As the Dutch Borrower is acting in its capacity as a trustee, its obligations will be affected by the Trusts (Jersey) Law 1984 (the “Trusts Law”)

For further information about the effect of the insolvency of the Rubicon Nike Borrower incorporated in Jersey on the enforcement of the relevant Dutch Related Security, see “Certain Matters of Jersey Law” at page 250.

**Insolvency of the Borrowers incorporated in Switzerland and Enforcement of the relevant Related Security**

The Swiss Borrowers that are incorporated under the laws of Switzerland are subject to the provisions of Swiss insolvency law. Although the Swiss Borrowers have been established for the specific purpose of acquiring or refinancing the acquisition of the relevant Swiss Properties, as the case may be, they may, nonetheless, become insolvent or subject to moratorium proceedings under Swiss law.

For further information, see “Certain Matters of Swiss Law” at page 238.

**Due Diligence**

The only due diligence (including valuations of Properties) that has been undertaken in relation to the Originated Assets and the Properties is described below under “The Loans and Related Security” at page 74 and was undertaken in the context of and at the time of the origination of each particular Originated Asset. None of the due diligence undertaken at the time of origination of the Originated Assets will be verified or updated prior to the sale of the Originated Assets to the Issuer or the Swiss Issuer, as applicable. Each of the Issuer and the Swiss Issuer will rely on the warranties given to it in respect of the applicable Originated Assets by the German Originators, the Dutch Originator or the Swiss Originator, as applicable, in the applicable Asset Transfer Agreement. No representations with respect to the Swiss Assets will be provided to the Issuer, such representations being provided only to the Swiss Issuer.

**Breach of warranty in relation to the Originated Assets**

Except as described under “Sale of Originated Assets” at page 113, none of the Issuer, the Note Trustee, the Issuer Security Trustee or the Swiss Issuer has undertaken or will undertake any investigations, searches or other actions as to the status of the Borrowers or any other matters relating to the Loans or the Properties at any time prior to the Closing Date. The Issuer, the Issuer Security Trustee and the Note Trustee will rely, in the case of the German Loans and the Dutch Loan, on warranties given by the German Originators and the Dutch Originator in the German Asset Transfer Agreements and the Dutch Loan Sale Agreement, respectively. In the case of the Swiss Assets, the Issuer will not itself have the benefit of any representations and warranties but the Swiss Issuer will have the benefit of such representations and warranties provided to it by the Swiss Originator under the Swiss Asset Transfer Agreement.
If any breach of any representation or warranty relating to any of the Originated Assets is material and (if capable of remedy) is not remedied within a prescribed time period (as described in “Sale of Originated Assets – Originators’ Representations and Warranties” at page 113), then, in the case of the Swiss Assets, the Swiss Issuer may require the Swiss Originator to repurchase the relevant Swiss Assets and in the case of the Dutch Assets and the German Assets, the Issuer or the Issuer Security Trustee may require the Dutch Originator or the relevant German Originator to repurchase the Dutch Assets or the relevant German Assets, as the case may be. In the event of a repurchase of the Dutch Assets or the German Assets, the Issuer will apply the purchase price paid to it in or towards prepayment of the Notes (such amounts being included in the Principal Distribution Amount on the Determination Date following the end of the Interest Period in which such monies were received by the Issuer). In the event of a repurchase of a Swiss Asset, the Swiss Issuer will apply the purchase price paid to it in or towards prepayment of the relevant Swiss Senior Note and the Issuer will apply the proceeds of any such prepayment, in or towards prepayment of the Notes (such amounts being included in the Principal Distribution Amount on the Determination Date following the end of the Interest Period in which such monies were received by the Issuer).

The remedies for breach of any representation or warranty under the Asset Transfer Agreements described above are in addition to any other remedies that the Issuer, the Note Trustee, the Issuer Security Trustee or the Swiss Issuer, as the case may be, may have under applicable law against the Dutch Originator, the German Originators or the Swiss Originator, as the case may be, as a consequence of a breach of representation or warranty by any of them under the relevant Asset Transfer Agreement, to the extent contemplated in the relevant Asset Transfer Agreement.

**Risks relating to Loan Concentration**

In relation to any pool of loans, the effect of loan losses will be more severe if the pool is comprised of a small number of loans, each with a relatively large principal amount or if the losses relate to loans that account for a disproportionately large percentage of the pool’s aggregate principal balance. As there are only fourteen Loans in the Loan Pool, with a principal amount as at the Cut-Off Date, ranging from €7,630,875 to €420,667,583, losses on any Loan may have a substantial adverse effect on the ability of the Issuer to make payments under the Notes.

In addition, concentrations of properties in geographic areas may increase the risk that adverse economic or other developments or a natural disaster affecting a particular region could increase the frequency and severity of losses on loans secured by such Properties. The Properties constituting security for the Loans are, in all cases, located in Germany, The Netherlands or Switzerland.

**Rights of the Operating Adviser**

The Operating Adviser, on behalf of the Controlling Party, will have the right to replace the Issuer Special Servicer or the Swiss Issuer Special Servicer or, in the case of the Treveria II Loan, the Treveria II Special Servicer and to be consulted with in relation to certain actions with respect to the Loans including, among other things, in connection with any enforcement of the Loans and the Related Security, certain modifications, waivers and amendments of the Loans, the release of any security, the release of a Borrower’s obligations under a Loan Agreement and actions taken on a Property with respect to environmental matters. Neither the Issuer Servicer, the Issuer Special Servicer, the Treveria II Facility Agent, the Treveria II Special Servicer, the Swiss Issuer Servicer nor the Swiss Issuer Special Servicer will be required to act upon any direction given by the Operating Adviser, or to refrain from taking any action because of the consultation rights of the Operating Adviser, if so acting or refraining from acting would cause it to violate the Servicing Standard or, in the case of the Treveria II Loan, the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable. There can be no assurance, however, that any advice provided by an Operating Adviser will ultimately maximise the recoveries on the Loans. Since the Operating Adviser will represent the relevant Subordinated Lender (if any) or, in certain circumstances, a junior class of Noteholders, the Operating Adviser will have interests that may conflict with those of the Noteholders or the other classes of Noteholders, as applicable or, in the case of the Treveria II Loan, the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable.
For further details of the Operating Adviser’s consultation rights, see “Servicing and Intercreditor Arrangement for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes – Operating Adviser” at page 137, “Servicing Arrangements for the Treveria II Acquired Loan – Treveria II Operating Advisers” at page 160 and “Servicing Arrangements for the Dresdner Office Portfolio Acquired Loan – Operating Advisers” at page 169.

The Operating Adviser may act solely in the interests of the Controlling Party in respect of a Loan; the Operating Adviser will not have any duties to any person other than the Controlling Party, whomever that may be; the Operating Adviser may take actions that favour the interests of the Controlling Party over the interests of the Noteholders in general; the Operating Adviser will not be deemed to have been negligent or reckless, or to have acted in bad faith or engaged in wilful misconduct, by reason of its having acted solely in the interests of the Controlling Party; and the Operating Adviser will have no liability whatsoever for having acted solely in the interests of the Controlling Party, and no holder of any class of Notes (other than the Controlling Class to the extent it is the Controlling Party) may take any action whatsoever against the Operating Adviser for having so acted.

In relation to the Dresdner Office Portfolio Loan and the Treveria II Loan, the right of the Operating Adviser to replace the Issuer Special Servicer and the Treveria II Special Servicer, respectively, and to approve courses of action proposed by the Issuer Servicer and the Issuer Special Servicer (in the case of the Dresdner Office Portfolio Loan) and the Treveria II Facility Agent and the Treveria II Special Servicer (in the case of the Treveria II Loan) may be exercisable only with the agreement of an operating adviser appointed in respect of the Dresdner Office Portfolio Deco 9 Loan or the Citibank Treveria II Loan, as applicable.

Conflicts between the Issuer and the German Subordinated Lender in respect of the DFK Portfolio Loan

The following section applies to the DFK Portfolio Senior Loan.

In the case of the DFK Portfolio Loan, the Issuer Servicer and the Issuer Special Servicer will also be appointed to service the related DFK Portfolio Subordinated Loan in accordance with the requirements of the DFK Portfolio Intercreditor Deed and the Issuer Servicing Agreement. Among other things, this means that following the occurrence of an event of default in relation to the DFK Portfolio Loan, the Issuer Servicer or the Issuer Special Servicer, as applicable, will be required to maximise recoveries on the DFK Portfolio Senior Loan and the DFK Portfolio Subordinated Loan “as a collective whole”. Consequently, the relevant servicer and special servicer may be prevented from pursuing a course of action, even if that course of action may lead to a full recovery on the DFK Portfolio Senior Loan, if it would not maximise recoveries on the DFK Portfolio Senior Loan and the DFK Portfolio Subordinated Loan as a collective whole. However, the German Subordinated Lender acknowledges in the Issuer Servicing Agreement that, due to the subordinated nature of its interest under the DFK Portfolio Loan Agreement, even if the relevant servicer or special servicer complies with its obligation to maximise recoveries on the DFK Portfolio Senior Loan and the DFK Portfolio Subordinated Loan as a collective whole, that may result in the relevant German Subordinated Lender suffering a loss in circumstances where no loss, or a smaller loss, is suffered by the Issuer.

The consent of the German Subordinated Lender must be obtained prior to the Issuer Servicer or Issuer Special Servicer agreeing to modifications or waivers of certain terms of the DFK Portfolio Loan. The views of the relevant German Subordinated Lender in relation to any amendment, waiver or approval in respect of which its consent must be obtained may differ from those of the Issuer Servicer or Issuer Special Servicer and may prevent the Issuer Servicer and Issuer Special Servicer from taking action in relation to the proposed modification or waiver which it would otherwise consider appropriate to take in accordance with its contractual obligation. This would prevent the relevant modification or waiver from being undertaken. However, the right of the German Subordinated Lender to consent cannot cause the Issuer Servicer or the Issuer Special Servicer to be in breach of the Servicing Standard prescribed by the Issuer Servicing Agreement. Further, the German Subordinated Lender will not have any ability to prevent the Issuer Servicer or, as applicable, the Issuer Special Servicer from taking or completing any enforcement action realising the relevant German Related Security.

Deutsche Bank AG, London Branch will be appointed to act as the Issuer Servicer on the Closing Date. As mentioned above, in performing its duties in such capacities, Deutsche Bank AG,
London Branch (or any other person acting in such capacities) must disregard its ownership or the ownership of any of its affiliates of any interest in the DFK Portfolio Subordinated Loan. Deutsche Bank AG, London Branch could also be the initial German Subordinated Lender, although it may in due course transfer some or all of its interest in the DFK Portfolio Subordinated Loan to a third party and may provide finance to the transferee in connection with its acquisition of its interest in the DFK Portfolio Subordinated Loan.

Conflicts between the Issuer and the Swiss Subordinated Lenders

The following section applies to both Swiss Loans.

In the case of the Swiss Senior Notes, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer will also be appointed to service the related Swiss Subordinated Notes in accordance with the requirements of the applicable Swiss Intercreditor Deed and the Swiss Issuer Servicing Agreement. Among other things, this means that following the occurrence of an event of default in relation to a Swiss Loan, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, as applicable, will be required to maximise recoveries on the relevant Swiss Loan “as a collective whole”. Consequently, the relevant servicer and special servicer may be prevented from pursuing a course of action, even if that course of action may lead to a full recovery in respect of the Swiss Senior Note, if it would not maximise recoveries on the Swiss Loan as a collective whole. However, each Swiss Subordinated Lender acknowledges in the Issuer Servicing Agreement that, due to the subordinated nature of its interest in respect of the relevant Loan Agreements, even if the relevant servicer or special servicer complies with its obligation to maximise recoveries on a Swiss Loan as a collective whole, that may result in the relevant Swiss Subordinated Lender suffering a loss in circumstances where no loss, or a smaller loss, is suffered by the Issuer.

The consent of the Swiss Subordinated Lender must be obtained prior to the Swiss Issuer Servicer or Issuer Special Servicer agreeing to modifications or waivers of certain terms of the Swiss Loans. The views of the relevant Swiss Subordinated Lender in relation to any amendment, waiver or approval in respect of which its consent must be obtained may differ from the Swiss Issuer Servicer or Swiss Issuer Special Servicer and may prevent the Swiss Issuer Servicer and Swiss Issuer Special Servicer from taking action in relation to the proposed modification or waiver which it would otherwise consider appropriate to take in accordance with its contractual obligation. This would prevent the relevant modification or waiver from being undertaken. However, the right of the Swiss Subordinated Lender to consent cannot cause the Swiss Issuer Servicer or the Swiss Issuer Special Servicer to be in breach of the Servicing Standard prescribed by the Swiss Issuer Servicing Agreement. Further, the Swiss Subordinated Lender will not have any ability to prevent the Swiss Issuer Servicer or, as applicable, the Swiss Issuer Special Servicer from taking or completing any enforcement action realising the relevant Swiss Related Security.

Deutsche Bank AG, London Branch will be appointed to act as the Swiss Issuer Servicer on the Closing Date. As mentioned above, in performing its duties in such capacities, Deutsche Bank AG, London Branch (or any other person acting in such capacities) must disregard its ownership or the ownership of any of its affiliates of any interest in the Swiss Subordinated Notes. Deutsche Bank AG, London Branch could also be the initial Swiss Subordinated Lender or Swiss Subordinated Lenders, although it may in due course transfer some or all of its interest in the Swiss Subordinated Notes to a third party and may provide finance to the transferee in connection with its acquisition of its interest in the Swiss Subordinated Notes.

Factors Relating to Certain Loans

The German Loans

The Dresdner Office Portfolio Loan

Approximately 79.7 per cent. of the Rental Income generated by the Dresdner Office Portfolio Properties are occupied by a single tenant (being Dresdner Bank AG). If this tenant ceases to meet its obligations under the occupational leases it has entered into, no assurance can be given that the Dresdner Office Portfolio Borrower will not default in the performance of its obligations in respect of the Dresdner Office Portfolio Loan. Dresdner Bank AG’s short-term, unsecured debt obligations are, as at the date of this Offering Circular, rated “F1” by Fitch, “A-1” by S&P and “P-1” by Moody’s and its long-term, unsecured debt obligations are rated “F1” by Fitch, “A” by S&P
and “A1” by Moody’s (outlook stable), though there can be no assurance that such ratings will be maintained at all times prior to the repayment of the Dresdner Office Portfolio Loan.

The Dresdner Office Portfolio Borrower is not a typical limited purpose entity in that, as a German capital investment company (Kapitalanlagesellschaft), it has employees and is the legal owner of properties other than the Dresdner Office Portfolio Properties, which the Dresdner Office Portfolio Borrower holds on account of the Dresdner Office Portfolio Fund. However, its employees have no claims against the Dresdner Office Portfolio Properties and it holds the Dresdner Office Portfolio Properties segregated from its other assets (including in an insolvency of the Dresdner Office Portfolio Borrower) as a matter of German law.

The Dresdner Office Portfolio Borrower, on the basis that it was not permitted to do so under certain provisions of the German Investment Act (the “InvG”) and the German Investment Companies Act (the “KAGG”), did not grant security over its bank accounts in favour of the lenders on origination. The Dresdner Office Portfolio Borrower has undertaken, in the Dresdner Office Portfolio Loan Agreement, that if, at any time due to a change of circumstances, a change in law or a change in judicial interpretation by the Bundesbank and the German Supervisory Authority, it becomes legally permissible for the Dresdner Office Portfolio Borrower to grant pledges over its bank accounts, it will use its best endeavours to promptly grant such pledges. Further, while an event of default under the Dresdner Office Portfolio Loan Agreement is continuing, the Helaba Facility Agent or any servicer appointed pursuant to the Dresdner Office Portfolio Loan Agreement may, by notice in writing to any occupational tenant of a Dresdner Office Portfolio Property, direct that tenant to pay all Rental Income payable by it directly to the Helaba Facility Agent, notwithstanding any previous instructions given to that tenant by any other person to the contrary and, after the loan has been accelerated, the Helaba Security Trustee shall, pursuant to a security assignment of claims arising under the lease agreements, be entitled to revoke the Dresdner Office Portfolio Borrower’s entitlement to receive Rental Income and notify the tenants that they must forthwith pay all Rental Income exclusively to the Helaba Security Trustee. These features are intended to mitigate the consequences of there not being security created over the relevant bank accounts.

The Dresdner Office Portfolio Borrower is required, in accordance with German law, to appoint an expert committee (Sachverständigenausschuß) consisting of at least three members, which is responsible for the valuation of its assets in the instances specified by the InvG, the KAGG and the terms and conditions of the Dresdner Office Portfolio Fund (such a valuation, an “Internal Valuation”). An Internal Valuation of the Dresdner Office Portfolio Properties undertaken prior to the origination of the Dresdner Office Portfolio Loan was lower than the Origination Valuation used by the Deutsche Bank Originator and the Helaba Originator to underwrite the Dresdner Office Portfolio Loan. While the Deutsche Bank Originator and the Helaba Originator were willing to make available the Dresdner Office Portfolio Loan to the Dresdner Office Portfolio Borrower on the basis of the higher Origination Valuation and have based their assessment of value on the Origination Valuation, the maximum amount the Dresdner Office Portfolio Borrower could draw was restricted by the lower Internal Valuation as prescribed by German statutory law and the general and specific terms and conditions of the Dresdner Office Portfolio Fund and therefore the amount ultimately made available by the Deutsche Bank Originator and the Helaba Originator under the Dresdner Office Portfolio Loan Agreement was reduced accordingly. For the avoidance of doubt, references to valuations in respect of the Properties constituting security for the Dresdner Office Portfolio Loan are, unless the contrary is stated, to the Origination Valuation.

Both the Controlling Class and the Deco 9 Securitisation Controlling Class will have the right to appoint an Operating Adviser which will, in turn, have the right to be consulted when the Issuer Servicer or the Issuer Special Servicer is making decisions regarding the Dresdner Office Portfolio Loan. This may delay or prevent the Issuer Servicer or the Issuer Special Servicer, as the case may be, from following a course of action agreed to or proposed by the Operating Adviser appointed by the Controlling Class if the operating adviser appointed by the Deco 9 Securitisation Controlling Class disagrees with such proposed course of action, provided that at all times, the Issuer Servicer and the Issuer Special Servicer may take any action at any time, irrespective of the views of either operating adviser, if it considers such action is necessary in accordance with the Servicing Standard. For the avoidance of doubt, the Dresdner Office Portfolio Loan (comprising the Dresdner Office Portfolio Acquired Loan and the Dresdner Office Portfolio Deco 9 Loan), will be serviced by one servicer, the Issuer Servicer and by one special servicer, the Issuer Special Servicer.
Notwithstanding the fact that DEGI, acting on account of the Dresdner Office Portfolio Fund, is the borrower under the Dresdner Office Portfolio Loan Agreement, it may not be treated as the debtor for German tax purposes because it did not borrow the Dresdner Office Portfolio Loan for its own account but rather for the account of the Dresdner Office Portfolio Fund. The Dresdner Office Portfolio Fund has no legal personality under German law and therefore cannot borrow the Dresdner Office Portfolio Loan on its own account. If DEGI is treated as debtor of the Dresdner Office Portfolio Loan for German tax purposes, it would generally be obliged to deduct German withholding tax from payments of interest on the Dresdner Office Portfolio Acquired Loan made to the Issuer (as a foreign lender for German withholding tax purposes). If such a withholding obligation was imposed, then the Dresdner Office Portfolio Borrower is under an obligation (in accordance with and subject to the terms of the Dresdner Office Portfolio Loan Agreement) to gross-up all payments of interest on the Dresdner Office Portfolio Loan that are subject to withholding. Furthermore, were such a withholding tax to be imposed on the Dresdner Office Portfolio Borrower, it will, on the basis of the current Irish – German double tax treaty, be refundable in full to the Issuer upon application to the competent German tax authorities subject to compliance with certain procedural requirements. Such application may be filed after the relevant withholding tax has been paid to the tax authorities by the Dresdner Office Portfolio Borrower. Based on informal discussions held with the relevant German tax authority, a refund of any withholding tax paid by the Dresdner Office Portfolio Borrower should be reimbursed to the Issuer by the competent German tax authority within one month of the Dresdner Office Portfolio Borrower’s payment of such amount and the application by the Issuer for the refund with the competent German tax authority. Any such refund received by or on behalf of the Issuer from the relevant tax authority shall be paid to the Dresdner Office Portfolio General Account. Moreover, on each Loan Interest Payment Date in respect of the Dresdner Office Portfolio Loan, the maximum amount of any withholding tax that may be payable by the Dresdner Office Portfolio Borrower on the next Loan Interest Payment Date will be swept into the Dresdner Office Portfolio Reserve Account after payments to be made in priority thereto in accordance with the priority of payments set out on page 85. If a withholding payment becomes due and payable, the Dresdner Office Portfolio Borrower shall, with the prior consent of the Helaba Facility Agent or any servicer appointed under the Dresdner Office Portfolio Loan Agreement, direct the Dresdner Office Portfolio Account Bank to withdraw from the Dresdner Office Portfolio Reserve Account an amount necessary to pay and discharge the relevant withholding payment.

Treveria II Loan

Both the Controlling Class and, from the Citibank Securitisation Closing Date, the controlling class of noteholders in respect of the Citibank Securitisation (the “Citibank Securitisation Controlling Class”) will have the right to appoint an Operating Adviser which will, in turn, have the right to be consulted when the Treveria II Facility Agent or the Treveria II Special Servicer, as the case may be, is making decisions regarding the Treveria II Loan. This may delay or prevent the Treveria II Facility Agent or the Treveria II Special Servicer, as the case may be, from following a course of action agreed to or proposed by the Operating Adviser appointed by the Controlling Class if the operating adviser appointed by the Citibank Securitisation Controlling Class disagrees with such proposed course of action, provided that at all times the Treveria II Facility Agent and the Treveria II Special Servicer may take such action at any time, irrespective of the views of either operating adviser, if it considers such action necessary in accordance with the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable.

Pursuant to the Treveria II Servicing Agreement, prior to the occurrence of a Special Servicer Transfer Event in respect of the Treveria II Loan, separate entities will undertake servicing functions in respect of different portions of the Treveria II Loan; the Issuer Servicer will service the Treveria II Acquired Loan and the Citibank Securitisation Issuer Servicer will service the Citibank Treveria Senior Loan. The Treveria II Loan is therefore not, unlike the other Loans, subject to a unified servicing regime. In order to reconcile any differences that may arise between the Issuer Servicer and the Citibank Securitisation Issuer Servicer as to how best to service the Treveria II Loan as a whole, the Treveria II Facility Agent shall decide which course of action to take based on the views of the various servicer constituencies or determine an alternative course of action in relation thereto as provided for by the Treveria II Servicing Agreement and as described later in this Offering Circular. In addition, the Treveria II Special Servicer will undertake servicing functions in respect of all portions of the Treveria II Loan following the occurrence of a Special Servicer Transfer Event.
As a general principle, German capital maintenance rules limit the ability of a limited liability company (Gesellschaft mit beschränkter Haftung - GmbH) and German limited liability partnerships with a limited liability company as general partner (GmbH & Co. KG) to provide upstream or cross-stream guarantees and security for a debt incurred by a direct or indirect shareholder or to issue upstream or cross-stream loans or collateral to a direct or indirect shareholder. In particular, a GmbH and a GmbH & Co. KG may not provide such guarantees or loans if this would cause the net assets of the relevant German Borrowers to fall below its registered share capital (Stammkapital) or increase its negative capital (Begründung einer Unterbilanz). Any amount received by a direct or indirect shareholder in violation of these rules must be repaid and collateral given in violation of such rules may be void. Furthermore, the GmbH or the GmbH & Co. KG may be entitled to damage claims. Pursuant to the Treveria II Loan Agreement, each of the Treveria II Borrowers has guaranteed the punctual performance by the other Treveria II Borrowers of all their respective payment obligations under the Treveria II Loan documents. It should be noted that the guarantee obligations of certain Treveria II Borrowers are subject to customary limitation language providing that the right to enforce a guarantee given by a guarantor incorporated in Germany as a GmbH or GmbH & Co. KG will be set aside if and to the extent that such enforcement would cause the net assets of the relevant German Borrowers to fall below its registered share capital (Stammkapital) or increase its negative capital (Begründung einer Unterbilanz). In the event that a Treveria II Borrower is unable to pay amounts pursuant to the guarantee given by it in the Treveria II Loan Agreement due to net asset considerations, the Treveria II Parent will indemnify the lenders within three business days of such amount become due and payable by the relevant Treveria II Borrower.

The Treveria II Properties located at Duisburg and Essen are subject to first ranking mortgages in the amounts of DEM 2,000,000 and DEM 1,900,000 (equivalent to approximately €1,022,000 and €971,000 respectively), which have not been deleted from the relevant land register, because the land charge certificates are unavailable. Absent the original land charge certificates, first ranking land charges in favour of the Deutsche Bank Security Trustee cannot be entered on the land register. Pursuant to the Treveria II Loan Agreement, the Deutsche Bank Facility Agent can request early repayment of the allocated loan amounts in respect of these two Properties and all related interest and costs if the prior ranking mortgages in respect of these Properties have not been deleted from the relevant land register by 15th April, 2007.

The majority of the tenants of the Treveria II Properties are unrated retail tenants, the largest five tenants, together accounting for 53.9 per cent. of aggregate in-place rent, being C&A Mode KG, Kaufhof Warenhaus AG, Wal Mart, Sinn Leffers AG and Kaufland.

**DFK Portfolio Loan**

24.1 per cent. of the Rental Income generated by the six Properties constituting security for the DFK Portfolio Loan (the “DFK Portfolio Properties”) is attributable to a single tenant, being REWE, a large retail company, whose two subsidiaries Minimal (a large discount retailer) and Toom Baumarkt (a DIY chain) are the sole tenants of the DFK Portfolio Property located at Kelkheim (the “Kelkheim Property”). If this tenant ceases to meet its obligations under the occupational leases, no assurance can be given that the relevant DFK Portfolio Borrower will not default in the performance of its obligations in respect of the DFK Portfolio Loan.

In addition, the lease in respect of the Kelkheim Property expires in February, 2010. If the tenant, REWE, does not renew its lease of the Property, no assurance can be given that a comparable tenant or, indeed, any tenant will be found. The Loan Agreement pursuant to which the DFK Portfolio Loan was made (the “DFK Portfolio Loan Agreement”) provides for a cash sweep upon receipt of a termination notice from REWE in respect of the Kelkheim Property.

In addition, the Kelkheim Property would benefit from a change of the applicable zoning plan, and in the DFK Portfolio Loan Agreement, the DFK Portfolio Borrowers have covenanted to apply to the relevant authority for a change in the zoning plan to allow the Kelkheim Property to be used as a discount retailer, as well as a DIY store. The current zoning plan allows the Kelkheim Property to be used as a DIY store only. If the competent authority does not grant the requested change in the zoning plan, a renewal or equivalent replacement of the lease in respect of the Kelkheim Property is less likely, because, according to the Origination Valuation in respect of the Kelkheim Property, the number of available parking spaces at the site is not ideal for the operation of a DIY store, although it is sufficient for use by a discount retailer, several of which have expressed an interest in the site.
Under the terms of the DFK Portfolio Loan Agreement, each of the DFK Portfolio Borrowers is jointly liable for the obligations of the other DFK Portfolio Borrowers. The effectiveness of such covenants, as described above in the context of the Treveria II Loan, is limited by the rules of German law relating to the maintenance of capital by limited liability companies incorporated under the laws of Germany, and, accordingly, the DFK Portfolio Loan Agreement restricts the recourse of the lenders under such agreements to the extent that the relevant DFK Portfolio Borrower’s net assets may not be reduced below the amount of its registered share capital.

The DFK Portfolio Loan Agreement contains a provision that no DFK Portfolio Borrower may assign or transfer any of its rights and obligations under the finance documents (as that term is defined in the DFK Portfolio Loan Agreement) without the prior consent of the lender under the DFK Portfolio Loan Agreement, such consent not to be unreasonably withheld.

**Jargo V Loan**

Pursuant to the relevant Loan Agreement, the Jargo V Borrower may purchase additional properties, provided that certain conditions are met, including a restriction on the total area that can be purchased and the conditions that the value of the Jargo V Properties is not negatively affected.

**Justizzentrum Loan**

All of the Rental Income generated by the Property constituting security for the Justizzentrum Loan (the “Justizzentrum Property”) is attributable to a single tenant, being the Ministry of Justice of the Federal State of Saxony-Anhalt. If this tenant ceases to meet its obligations under the occupational lease, no assurance can be given that the Justizzentrum Borrower will not default in the performance of its obligations in respect of the Justizzentrum Loan. The Justizzentrum Property comprises a purpose built judicial centre containing court rooms and office space constructed and equipped to meet the specific requirements of the Ministry of Justice and an unused historic villa. The lease with the Ministry of Justice of the Federal State of Saxony-Anhalt expires in June, 2020. At the date of this Offering Circular, the long term, unsecured debt obligations of the State of Saxony-Anhalt are rated “AAA” by Fitch, “Aa3” by Moody’s and “AA-” by Standard & Poors though there can be no assurance that such ratings will be maintained at all times prior to the repayment of the Justizzentrum Loan.

The Justizzentrum Borrower is a limited partnership formed in accordance with the laws of Germany. It has two general partners, one of which is an individual (the “Justizzentrum Individual General Partner”) and the other a limited liability company formed in accordance with the laws of Germany (the “Justizzentrum Corporate General Partner”). The Justizzentrum Corporate General Partner acts as general partner in some 42 other limited partnerships in which it acts as general partner, which are all managed by the Justizzentrum Individual General Partner. As under German law a general partner of a limited partnership has unlimited liability for the obligations of the limited partnership, the insolvency of any of the other 42 limited partnerships in which it acts as general partner is likely to cause the insolvency of the Justizzentrum Corporate General Partner. To mitigate this risk, the Justizzentrum Corporate General Partner has been replaced with a newly established German limited liability company, whose only business activity consists of acting as general partner of the Justizzentrum Borrower. Whilst the requisite partnership resolution to effect the replacement of the Justizzentrum General Partners has been duly passed by the Justizzentrum Borrower, the commercial register does not, at the date of this Offering Circular, reflect the replacement. Under German law, the appointment of a general partner is not effective until it is registered in the relevant commercial register.

There will be no hedging in respect of the Justizzentrum Loan for the first six months of the loan term, unless certain trigger events in respect of the three month EURIBOR rate or the ten year swap rate in respect of the three month EURIBOR rate occur.

The Justizzentrum Property is part of a designated redevelopment area (Sanierungsgebiet) and its owner is therefore subject to redevelopment orders by the City of Halle. The Justizzentrum Borrower has made a formal request to the City of Halle requesting a binding statement by the City of Halle in respect of the measures to be taken in connection with the redevelopment area, and, in its response, the City of Halle has confirmed that it expects compliance with the regulations requiring a landlord to maintain the green space and plants on the Justizzentrum Property. As with any properties in redevelopment zones, the local authority retains its right to request more
extensive redevelopment works at a future date in line with its redevelopment policy from time to
time.

The Justizzentrum Property contains a currently unlet historic villa, which is subject of a
preservation order (Denkmalschutz). Extensive renovation is required before the villa can be leased
to a tenant. The Justizzentrum Borrower has made a formal request to the City of Halle requesting
a binding statement as to the obligations of the Justizzentrum Borrower in relation to the
renovation of the villa, and in its response, the City of Halle has confirmed that it is the
Justizzentrum Borrower’s responsibility to renovate the outer appearance of the villa, although it
has not clarified the scope of the such renovations. Further, the City of Halle retains the right to
issue an order requesting the borrower to carry out the renovations by a certain deadline, although
such order has not been issued at the date of this Offering Circular. The relevant Loan Agreement
provides for a holdback amount of €250,000 to cover any required works. The Deutsche Bank
Originator has been advised that, according to current market practice, the costs for such
renovations are likely to be in the region of €50,000 to €100,000. In addition, the Justizzentrum
Loan Agreement provides for a full excess cash flow sweep in the event that the City of Halle
serves a renovation order on the Justizzentrum Borrower.

ECP Portfolio Loan

The ECP Borrower is not a typical limited purpose company, as, in addition to the Properties
securing the ECP Portfolio Loan (the “ECP Properties”) it owns two properties (the “ECP
Volksbank Properties”) that have been financed by a third party bank (Berliner Volksbank eG)
and have not been refinanced with funds drawn under the ECP Loan. The Deutsche Bank Security
Trustee does not have any security interest in respect of the ECP Volksbank Properties. However,
rental income generated by the ECP Volksbank Properties is taken into account in the calculation
of the financial covenants contained in the relevant Loan Agreement.

As a consequence of the third party financing of the ECP Volksbank Properties, no pledge
over the partnership interest in the ECP Borrower has been granted to the Deutsche Bank Security
Trustee to secure the liabilities arising under the ECP Portfolio Loan.

In addition, the ECP Borrower has entered into two loan agreements with Investitionsbank
Berlin in respect of the ECP Property located at Potsdamer Straße, Berlin (the “ECP IBB Loans”).
The total aggregate outstanding principal under the ECP IBB Loans is €1,084,826. The ECP IBB
Loans are secured by a first ranking land charge over the relevant ECP Property. For the
calculation of the loan to value ratio at drawdown of the ECP Portfolio Loan, the amount of the
ECP IBB Loan was added to the loan balance to reflect the senior ranking of this additional debt.

Edeka Retail Loan

96.4 per cent. of the Rental Income generated by the Properties constituting security for the
Edeka Retail Loan (the “Edeka Retail Property”) is attributable to a single tenant, being Edeka,
one of the largest retail cooperatives in Europe. If this tenant ceases to meet its obligations under
the occupational leases, no assurance can be given that the Edeka Retail Borrower will not default
in the performance of its obligations in respect of the Edeka Retail Loan.

Toom DIY Loan

All of the Rental Income generated by the Property constituting security for the Toom DIY
Loan (the “Toom DIY Property”) is attributable to a single tenant, being Toom Baumarkt GmbH, a
wholly owned subsidiary of the REWE Group. If this tenant ceases to meet its obligations under
the occupational lease, no assurance can be given that the Toom DIY Borrower will not default in
the performance of its obligations in respect of the Toom DIY Loan. The Toom DIY Property was
purpose built for occupation by Toom Baumarkt GmbH and was completed in August, 2006.

Under the terms of the Loan Agreement pursuant to which the Toom DIY Loan was made
(the “Toom DIY Loan Agreement”), each of the Toom DIY Borrowers is jointly liable for the
obligations of the other Toom DIY Borrower, and the security given in respect of the Toom DIY
Loan secures the obligations of both Toom DIY Borrowers. The effectiveness of such covenants is
limited by the rules of German law, which have been described above, relating to the maintenance
of capital by limited liability companies incorporated under the laws of Germany and, accordingly,
the Toom DIY Agreement restricts the recourse of the lenders under such agreements to the
extent that the relevant Toom DIY Borrower’s net assets may not be reduced below the amount of
its registered share capital.
The Toom DIY Loan Agreement contains a provision that no Toom DIY Borrower may assign or transfer any of its rights and obligations under the finance documents (as that term is defined in the Toom DIY Loan Agreement) without the prior consent of the lender under the Toom DIY Loan Agreement, such consent not to be unreasonably withheld.

**The Dutch Loan**

**Rubicon Nike Loan**

All of the Rental Income generated by the Rubicon Nike Property constituting security for the Rubicon Nike Loan is attributable to a single tenant, being Nike European Operations Netherlands B.V. ("Nike EO Netherlands"). If this tenant ceases to meet its obligations under the occupational leases, no assurance can be given that the Rubicon Nike Borrower will not default in the performance of its obligations in respect of the Rubicon Nike Loan. The Rubicon Nike Property was purpose built for occupation by Nike EO Netherlands and houses its European headquarters. Nike EO Netherlands contributes 31 per cent. to the total turnover of its parent company Nike Inc., one of the world’s largest sports and fitness companies.

30.5 per cent. of the Rental Income generated by the Rubicon Nike Property is generated by leases that expire in May, 2009. There is no guarantee that the relevant properties can be relet to another tenant at the time of expiry of the lease, if the current tenant does not renew the leases, though, the current tenant, Nike EO Netherlands, has demonstrated commitment to the site, as it has leases over the remainder of the Rubicon Nike Property (which constitutes the majority (69.5 per cent.) of the accommodation) that expire in May, 2014. Furthermore, Nike EO Netherlands has recently purchased additional land surrounding the site and occupies two adjacent buildings. The Rubicon Nike Loan Agreement also provides for a cash sweep in the event that the leases expiring in May, 2009 are not renewed and not re-let at a minimum rent of €14.50 per square metre May, 2010.

**The Swiss Loans**

**The Emmen Wohncentre Loan**

91.5 per cent. of the Rental Income generated by the Property constituting security for the Emmen Wohncentre Loan (the “Emmen Wohncentre Property”) is attributable to tenants that are furniture and interior design retailers. In the event of economic difficulties for the furniture and interior design industry in Switzerland, no assurance can be given that the Emmen Wohncentre Borrower will not default in the performance of its obligations in respect of the Emmen Wohncentre Loan. However, this risk is mitigated by 70.0 per cent. of the Rental Income generated by the Emmen Wohncentre Property being due from tenants that are either large diversified retail companies or subsidiaries of large diversified retail companies that do not focus solely on furniture retailing (such as Migros, Coop and Conforama).

The Emmen Wohncentre Property contains a small area housing a water pump, which is subject to a pre-emption right in favour of Rhodia Industrial Yarns AG, a subsidiary of Rhodia, a public French chemicals company, conferring on Rhodia Industrial Yarns AG the right to be paid fair market value for the water pump and, potentially, the area adjacent to it upon a sale of the Emmen Wohncentre Property. The existence of such pre-emption right may impact upon efforts to sell the Emmen Wohncentre Property.

**The Swisscom Loan**

96.6 per cent. of the Rental Income generated by the Property constituting security for the Swisscom Loan (the “Swisscom Property”) is attributable to a single tenant, being Swisscom Immobilien AG, a subsidiary of the Swiss national telecommunication company, which is part owned by the Swiss state. If this tenant ceases to meet its obligations under the occupational leases, no assurance can be given that the Swisscom Borrower will not default in the performance of its obligations in respect of the Swisscom Loan. In this context, it should be noted, however, that the Swisscom Property was purpose built for use by Swisscom as its main switching station for international data transmission in Switzerland, and it can therefore be regarded as a strategic asset for Swisscom.

Part of the Swisscom Property is encumbered with an expropriation notice (Enteignungsbann) entitling the City of Zürich to take temporary possession of the encumbered part to utilise it to house office and workshop space in relation to the construction of a new tram line near to but not on the Swisscom Property. The affected part of the Swisscom Property is not essential to the operation of the Swisscom Property and does not affect the Rental Income generated from it. In
addition, the City of Zürich has a veto right for the duration of the expropriation notice in respect of any sale of the Swisscom Property. The City of Zürich has waived its veto right for any future sale of the Swisscom Property.

The Swisscom Loan Agreement contains a provision that no Swisscom Borrower may assign or transfer any of its rights and obligations under the finance documents (as that term is defined in the Swisscom Loan Agreement) without the prior consent of the lender under the Swisscom Loan Agreement, such consent not to be unreasonably withheld.

Insolvency of the Swiss Issuer

The Swiss Issuer may be subject to insolvency proceedings in Switzerland in the same way as any other Swiss corporate entity. The obligations of the Swiss Issuer in respect of the Swiss Senior Notes are unsecured and to that extent, in the event that the Swiss Issuer did become subject to such proceedings, the Issuer, as the holder of the Swiss Senior Notes, would have no more favourable a position than any other of the Swiss Issuer’s unsecured creditors. The Swiss Issuer will have a number of other creditors.

However, the Swiss Issuer has been established solely for the purpose of issuing the Swiss Senior Notes and its activities are accordingly restricted. These limitations mitigate the possibility of it becoming subject to an insolvency proceeding, though this possibility cannot be excluded. Further, the creditors of the Swiss Issuer who are party to transaction documents, are subject to limited recourse, subordination and non-petition covenants, all of which are enforceable, in the view of Swiss counsel, under Swiss law and which are intended to minimise the risk of the Swiss Issuer becoming subject to an insolvency process.

Factors Relating to the Notes

Insolvency of the Issuer

The Issuer is structured to be an insolvency-remote vehicle. Each of the Transaction Documents to which the Issuer is party are subject to limited recourse provisions and non-petition covenants in favour of the Issuer. The Issuer has granted security over all of its assets pursuant to the Issuer Security Documents. Reliance is therefore placed on the mortgages, pledges, assignments and other fixed security interests granted by the Issuer under all of the Issuer Security Documents and the insolvency-remote nature of the Issuer for repayment of amounts owing to creditors thereof.

Notwithstanding the foregoing, there is always a risk that the Issuer could become subject to insolvency proceedings; the Issuer is insolvency-remote, not insolvency-proof.

Examiners, Preferred Creditors under Irish law and Floating Charges

The Issuer has its registered office in Ireland. As a result there is a rebuttable presumption that its centre of main interest, for the purposes of any collective proceedings under Council Regulation EC No. 1346/2000 (the European Union Insolvency Regulation), is in Ireland and consequently it is likely that any insolvency proceedings applicable to it would be governed by Irish law.

As a matter of Irish law, an examiner may be appointed to an Irish company in circumstances where it is unable, or likely to be unable, to pay its debts. One of the effects of such an appointment is that during the period of appointment, there is a prohibition on the taking of enforcement action by any creditors of the company.

In an insolvency of the Issuer, the claims of certain preferential creditors (including the Irish Revenue Commissioners for certain unpaid taxes) will rank in priority to claims of unsecured creditors and claims secured by floating charges. In addition, the claims of creditors holding fixed charges may rank behind other “super” preferential creditors (including expenses of any examiner appointed and certain capital gains tax liabilities). Holders of fixed charges over book debts may be required by the Irish Revenue Commissioners to pay amounts received by the holder in settlement of the Issuer’s tax liability.

In certain circumstances, a charge which purports to be taken as a fixed charge may take effect as a floating charge. Under Irish law, for a charge to be characterised as a fixed charge, the charge holder is required to exercise the requisite level of control over the assets purported to be
charged and the proceeds of such assets including any bank account into which such proceeds are paid.

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders, the Noteholders may suffer losses as a result of their subordinated status during such insolvency proceeding.

Prepayment Risk

A high prepayment rate in respect of the Loans, and/or the prepayment of one or more of the larger Loans by principal balance, will result in a reduction in interest receipts in respect of the Loans and, more particularly, could reduce the weighted average coupon earned on the Loans which may result in a shortfall in the monies available to be applied by the Issuer in making payments of interest on the Notes. The prepayment risk will, in particular, be borne by the holders of the most junior classes of Notes then outstanding.

For further information about yield, prepayment and maturity consideration, see “Yield, Prepayment and Maturity Considerations” at page 183.

Interest Payments on the Class E Notes and the Class F Notes

If, on any Distribution Date, there are insufficient Available Funds, when added to the amount of any Liquidity Drawing in respect of such Distribution Date, to pay in full interest on the Class E Notes and/or the Class F Notes and where such insufficiency arises because of a reduction in the principal balances of the Loans as a result of repayments or prepayments of the Loans such unpaid interest will not be paid on such Distribution Date and the right to receive such unpaid interest shall be extinguished on such date.

To the extent unscheduled expenses are payable by the Issuer, the payment of such expenses by the Issuer will reduce the amounts available to pay interest on the most junior class of Notes then outstanding, being the Class F Notes as at the Closing Date and may, depending on the amount of such expenses, affect the payment of interest on more senior classes of Notes.

Prepayment and Yield

If any Notes of any class are purchased at a premium, and if prepayments and other collections of principal on the Loans occur at a rate faster than anticipated at the time of the purchase, then the actual yield to maturity on that class of Notes may be lower than the yield assumed at the time of the purchase. If any Notes of any class are purchased at a discount, and if prepayments and other collections of principal on the Loans occur at a rate slower than that anticipated at the time of the purchase, then the actual yield to maturity on that class of Notes may be lower than assumed at the time of the purchase. The investment performance of any Note may vary materially and adversely from expectations due to the rate of payments and other collections of principal on the Loans being faster or slower than anticipated. Accordingly, the actual yield may not be equal to the yield anticipated at the time the Note was purchased, and the expected total return on investment may not be realised.

For further information about yield, prepayment and maturity see “Yield, Prepayment and Maturity Considerations” at page 183.

Liability under the Notes

The Notes and interest thereon will not be obligations or responsibilities of any person other than the Issuer. In particular, the Notes will not be obligations or responsibilities of, or be guaranteed by Deutsche Bank AG, London Branch or any affiliate of Deutsche Bank AG, London Branch, or of or by the Managers, the Originators, the Issuer Related Parties, the Dutch Security Custodian, the Swiss Issuer, the Swiss Security Custodian, the Loan Security Trustees, the Facility Agents, the Swiss Issuer Related Parties or any of their respective affiliates, and none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.

Issuer Expenses, Workout Fees and Liquidation Fees

Expenses of the Issuer (which rank senior to payments on the Notes) may vary and this may impact on the return on one or more classes of Notes.
In circumstance where a Workout Fee, Dresdner Office Portfolio Workout Fee, Treveria II Workout Fee, Liquidation Fee, Dresdner Office Portfolio Liquidation Fee or Treveria II Liquidation Fee becomes payable by the Issuer pursuant to the terms of the Issuer Servicing Agreement, the Dresdner Office Portfolio Servicing Agreement or the Treveria II Servicing Agreement, as applicable, such payments (which would rank senior to payments on the Notes) would reduce the amounts available to make payments on the Notes.

**Principal Losses**

The ability of the Issuer to repay principal of the Notes is ultimately based upon the Borrowers generating Refinancing Proceeds or Disposal Proceeds in respect of the relevant Properties. Certain of the factors which could adversely affect the generation of Refinancing Proceeds or Disposal Proceeds have been described above.

**Limited Recourse**

On enforcement of the security for the Notes, the Issuer Security Trustee, the Note Trustee and the Noteholders will only have recourse to the Issuer Assets. In the event that the proceeds of such enforcement are insufficient (after payment of all other claims ranking higher in priority to or pari passu with amounts due under the Notes), then the Issuer's obligation to pay such amounts will cease and the Noteholders will have no further claim against the Issuer in respect of such unpaid amounts. Enforcement of the Issuer Security is the only remedy available for the purpose of recovering amounts owed in respect of the Notes.

The Issuer, the Issuer Security Trustee and the Note Trustee will have no recourse to the German Originators or the Dutch Originator save in respect of certain representations and warranties given by the German Originators in the German Asset Transfer Agreements in connection with the sale of the German Loans and the Dutch Originator in the Dutch Loan Sale Agreement in connection with the sale of the Dutch Loan, respectively. The Swiss Issuer will have no recourse to the Swiss Originator, save in respect of certain representations and warranties given by the Swiss Originator in the Swiss Asset Transfer Agreements in connection with the sale of the Swiss Loans.

For further information about the representation and warrants, see “Sale of Originated Assets – Originators’ Representations and Warranties” at page 113.

**Rights Available to Holders of Notes of Different Classes**

In performing its duties as trustee for the Noteholders, the Note Trustee will not be entitled to consider solely the interests of the holders of the most senior class of Notes then outstanding but will need to have regard to the interests of all of the Noteholders. Where, however, there is a conflict between the interests of the holders of one class of Notes and the holders of another class of Notes, the Note Trustee will be required to have regard only to the interests of the holders of the most senior class of Notes then outstanding.

The Class X Notes will not have all of the rights of the other Notes. The Class X Notes will not receive regular repayments of principal, will not have any voting rights, will not be permitted to vote on any Extraordinary Resolutions or other resolutions and cannot become the Controlling Class. In addition the Class X Noteholders will not be able to direct an enforcement of the Issuer Security by the Issuer Security Trustee.

In performing its duties as trustee for the Issuer Secured Creditors, the Issuer Security Trustee will take its instructions from the Note Trustee, for so long as any Notes are outstanding, and will not be required to take into account the interests of any other Issuer Secured Creditor, except as otherwise expressly provided in the Deed of Charge and Assignment.

**Ratings of Notes and Confirmations of Ratings**

The ratings assigned to the Notes by the Rating Agencies are based on the Originated Assets, the Issuer Assets, the Properties, and other relevant structural features of the transaction, including, among other things, the short-term unsecured, unguaranteed and unsubordinated debt ratings of the Liquidity Facility Provider and the Swap Provider, and reflect only the views of the Rating Agencies. The ratings assigned by Moody’s address the expected loss in proportion to the initial principal amount of each class of Notes posed to any Noteholder by the Final Maturity Date. The ratings assigned by Fitch and S&P address the likelihood of full and timely receipt by any
Noteholder of interest on the Notes and the likelihood of ultimate receipt by any Noteholder of principal on the Notes by the Final Maturity Date in accordance with the terms of the Transaction Documents. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgement of the Rating Agencies, circumstances so warrant. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value of the Notes.

Agencies other than the Rating Agencies could seek to rate the Notes and if such “unsolicited ratings” are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those shadow ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to “ratings” or “rating” in this Offering Circular are to ratings assigned by the specified Rating Agencies only.

The Rating Agencies will be notified of the exercise of certain discretions by or at the direction of the Issuer Servicer or Swiss Issuer Servicer, such as amendments to and waivers of Loan documentation and certain discretions of which the Issuer Security Trustee is given notice prior to their exercise. However, the Rating Agencies are under no obligation to revert to the Issuer Servicer or Swiss Issuer Servicer regarding the impact of the exercise of such discretion on the ratings of the Notes and any decision as to whether or not to confirm, downgrade, withdraw or qualify the ratings of all classes or any class of Notes based on such notification may be made at the sole discretion of the Rating Agencies at any time, including after the exercise of the discretion.

For further information regarding the basis on which discretions are issued by, or at the discretion of, the Issuer Servicer or the Swiss Issuer Servicer, see “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes” at page 134 and “Servicing Arrangements for the Dresdner Office Portfolio Acquired Loan” at page 168.

Absence of Secondary Market; Limited Liquidity

Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange and to trading on its regulated market. There can be no assurance that a secondary market in the Notes will develop or, if it does develop, that it will provide Noteholders with liquidity of investment, or that it will continue for the life of the Notes. In addition, the market value of certain of the Notes may fluctuate with changes in prevailing rates of interest. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Notes.

Availability of Liquidity Facility

Pursuant to the terms of the Liquidity Facility Agreement, the Liquidity Facility Provider will provide a committed facility for drawings to be made in the circumstances described in “The Liquidity Facility Agreement and Swiss Inter-company Loan Agreement” at page 131. The facility will, however, be subject to an initial maximum aggregate principal amount of €65,475,062 which will, in certain specified circumstances, be reduced. The amount available to be drawn under the facility, at any time, may be reduced in certain circumstances, such that insufficient funds may be available to the Issuer to pay in full interest due on the Notes. This risk will be borne first, by the holders of the Class X Notes; secondly, by the holders of the Class F Notes; thirdly by the holders of the Class E Notes; fourthly, by the holders of the Class D Notes; fifthly, by the holders of the Class C Notes; sixthly by the holders of the Class B Notes; seventhly by the holders of the Class A2 Notes and eighthly by the holders of the Class A1 Notes.

United States Tax Characterisation of the Notes

Although all of the Notes are denominated as debt, there is a significant possibility that the Class X Notes, the Class E Notes and the Class F Notes (and to a lesser extent, one or more senior classes of Notes) may be treated as equity for United States federal income tax purposes. Such a characterisation could have certain adverse tax consequences to United States investors who hold such Notes.

For further information about the United States tax treatment of the Notes, see “United States Taxation – Characterisation of the Notes” at page 259.
The introduction of International Financial Reporting Standards

The Irish tax position of the Issuer depends to a significant extent on the accounting treatments applicable to it. The accounts of the Issuer are required to comply with International Financial Reporting Standards (“IFRS”) or with generally accepted accounting principles in Ireland (“Irish GAAP”) which has been substantially aligned with IFRS. Companies such as the Issuer might, under either IFRS or Irish GAAP, be forced to recognise in their accounts movements in the fair value of assets that could result in profits or losses for accounting purposes which bear little relationship to the company’s actual cash position. These movements in value would generally have been brought into the charge to tax (if not specifically relieved) as a company’s tax liability on such assets broadly follows the accounting treatment. However, the taxable profits of a qualifying company within the meaning of Section 110 of the Taxes Consolidation Act 1997 of Ireland, as amended (and it is expected that the Issuer will be such a qualifying company), may be based on the profits that would have arisen under Irish GAAP as it existed at 31st December, 2004 provided that such profit amount, if not otherwise included in its audited financial statements, is identified in a note to the audited financial statements of the company. It is possible to elect out of this treatment but such an election, if made, is irrevocable. If such an election is made, then taxable profits or losses could arise to the Issuer as a result of the application of IFRS or current Irish GAAP that are not contemplated in the cashflows for the transaction and as such may have a negative effect on the Issuer and its ability to make payments to Noteholders. The Issuer has covenanted that, if its cashflows would thereby be adversely affected, no such election will be made and that, if not otherwise included in its audited financial statements, it shall procure that a note of profits as calculated under Irish GAAP as it existed at 31st December, 2004 will be included in its audited financial statements.

European Union Directive on Taxation of Saving Income

Under the European Union Council Directive 2003/48/EU on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-European Union countries and territories, including Switzerland, have agreed to adopt similar measures (a withholding system in the case of Switzerland).

Withholding Tax under the Notes and Issuer Assets

In the event any withholding or deduction for or on account of taxes is imposed on or is otherwise applicable to payments of interest on or repayments of principal of the Notes to Noteholders, the Issuer will not be obliged to gross-up or otherwise compensate Noteholders for the lesser amounts the Noteholders would receive as a result of such withholding or deduction.

In the event any withholding or deduction for or on account of taxes is imposed on or is otherwise applicable to payments under the Swiss Senior Notes, the Swiss Issuer will not be obliged, under the terms and conditions of the Swiss Senior Notes, to gross up the amount of the withholding. Under such circumstances, the Swiss Issuer would be under an obligation to redeem the Swiss Senior Notes, subject to having sufficient funds to do so.

Tax

For information about the taxation laws of the relevant jurisdictions that might impact upon the Issuer’s payment obligations under the Notes, see the information set out under the headings “Irish Taxation Matters” at page 254; “United States Taxation” at page 259; “United Kingdom Taxation” at page 268, “German Taxation” at page 269.

ERISA Considerations

Although no assurances can be made, the conditions and restrictions on transfers of the Notes set forth under “Transfer Restrictions” at page 286 and “U.S. ERISA Considerations” at page 276 are intended to prevent the assets of the Issuer from being treated as the assets of a plan subject to the United States Employee Retirement Income Security Act of 1974, as amended
(“ERISA”) or Section 4975 of the United States Internal Revenue Code of 1986, as amended (the “Code”) or any governmental or church plan that is subject to any federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (“Similar Law”). If the assets of the Issuer were deemed to be “plan assets”, certain transactions that the Issuer may have entered into, in the ordinary course of business might constitute non-exempt prohibited transactions under ERISA and/or Section 4975 of the Code, or Similar Law, and might have to be rescinded.

Each purchaser or transferee of the Notes that is, or is acting on behalf of, an ERISA Plan that is subject to ERISA or Section 4975 of the Code will be deemed to represent and warrant that its acquisition and holding of Notes will not result in a non-exempt prohibited transaction under ERISA or the Code.

For further information, and for a more detailed discussion of certain ERISA-related considerations with respect to an investment in the Notes, see “U.S. ERISA Considerations” at page 276.

Change of Law

The structure of the issue of the Notes and the ratings which are to be assigned to them are based on English law, New York law, Irish law, German law, Dutch law, Jersey law, Luxembourg law and Swiss law and on administrative practice in each of those jurisdictions in effect as at the date of this document. No assurance can be given as to the impact of any possible change to English law, New York law, Irish law, German law, Dutch law, Jersey law, Luxembourg law and Swiss law or to administrative practice in any of the foregoing jurisdictions after the date of this Offering Circular, nor can any assurance be given as to whether any such change could adversely affect the ability of the Issuer to make payments under the Notes.

Implementation of the Basel II framework

On 26th June, 2004, the Basel Committee on Banking Supervision (the “Basel Committee”) published the text of a new capital accord under the title Basel II: International Convergence of Capital Measurement and Capital Standards: a Revised Framework (“Basel II”); a revised version was published on 15th November, 2005 and was updated again on 4th July, 2006. Basel II replaces the 1988 Basel Capital Accord and places enhanced emphasis on risk-sensitivity and market discipline. The Basel Committee has suggested that the various approaches under the Framework should be implemented in stages, some from year-end 2006; the most advanced at year-end 2007. National implementation dates may differ depending on the relevant implementation process. If implemented in accordance with its current form, Basel II could affect the risk weighting of the Notes in respect of investors which are subject to Basel II in the form of any national legislative implementation thereof including, in respect of EU financial institution investors, via the recast Banking Consolidation Directive or, as the case may be, the recast Capital Adequacy Directive (together with the recast Banking Consolidation Directive, the “EU Capital Directives”), each of which came into force in the EU on 20th July, 2006. Consequently, investors should consult their own advisers as to the consequences to and effect on them of the proposed national implementation of Basel II/EU Capital Directives. No predictions can be made by the Issuer as to the precise effects of potential changes which might result if Basel II/EU Capital Directives are adopted in their current form or otherwise.

Hedging risks

The Fixed Rate Loans (other than the Justizzentrum Loan) bear, and the Justizzentrum Loan will bear, interest at a fixed rate and the Capped Floating Rate Loan bears interest at a floating rate subject to an interest rate cap while each class of the Notes bears interest at a rate based, except in the case of the first Interest Period, on three-month EURIBOR plus the applicable margin. In order to address the risk of such mismatch of interest rates, the Issuer will enter into the Swap Transactions pursuant to the Swap Agreements. The Issuer is also subject to certain other risks relating to currency and interest rate basis mismatches, which it will also seek to hedge by way of Swap Transactions. However, there can be no assurance that the Swap Transactions will adequately address unforeseen hedging risks. Moreover, in certain circumstances the Swap Agreement may be terminated and as a result the Issuer may be unhedged if replacement swap transactions cannot be entered into. Noteholders may also suffer a loss if, as a result of a default by a Borrower under a Loan Agreement one or more of the Swap Transactions is terminated and
the Issuer is, as a result of such termination, required to pay a termination amount to the Swap Provider. Certain amounts payable on an early termination of a Swap Transaction or the Swap Agreement rank senior to any payments to be made to the Noteholders both before enforcement of the Issuer Security and after enforcement of the Issuer Security.

For further information about the Swap Agreements see “Description of the Swap Agreements”, at page 131.

The Issuer believes that the risks described above are the principal risks inherent in the transaction for the Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risks of holding the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this Offering Circular lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis or at all.
DEUTSCHE BANK AKTIENGESELLSCHAFT

Deutsche Bank Aktiengesellschaft ("Deutsche Bank" or the "Bank") originated from the reunification of Norddeutsche Bank Aktiengesellschaft, Hamburg, Rheinisch-Westfälische Bank Aktiengesellschaft, Düsseldorf and Süddeutsche Bank Aktiengesellschaft, Munich; pursuant to the Law on the Regional Scope of Credit Institutions, these had been disincorporated in 1952 from Deutsche Bank which was founded in 1870. The merger and the name were entered in the Commercial Register of the District Court Frankfurt am Main on 2nd May 1957. Deutsche Bank is a banking institution and a stock corporation incorporated under the laws of Germany under registration number HRB 30 000. The Bank has its registered office in Frankfurt am Main, Germany. It maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main and branch offices in Germany and abroad including in London, New York, Sydney, Tokyo and an Asia-Pacific Head Office in Singapore which serve as hubs for its operations in the respective regions.

The Bank is the parent company of a group consisting of banks, capital market companies, fund management companies, a real estate finance company, instalment financing companies, research and consultancy companies and other domestic and foreign companies (the “Deutsche Bank Group”).

Deutsche Bank’s long-term senior debt has been assigned a rating of AA- (outlook stable) by S&P, Aa3 (outlook stable) by Moody’s and AA- (outlook stable) by Fitch.
THE LOANS AND RELATED SECURITY

The Loan Origination Process – The Deutsche Bank Originator

The Loan Pool consists of fourteen Loans, comprising eleven German Loans (as defined below), two Swiss Loans (as defined below) and one Dutch Loan (as defined below). Each Loan was originated solely by the Deutsche Bank Originator other than the Dresdner Office Portfolio Loan which was originated by the Deutsche Bank Originator and the Helaba Originator jointly, and the Treveria II Loan which was originated by the Deutsche Bank Originator and Citibank jointly. Each Loan was originated between February and September, 2006.

For further information about the Loan Pool, see “Transaction Overview” at page 9 and “The Loan Pool – Overview” at page 82.

As described further below, there are structural differences between each of the Loans, reflecting both the legal requirements of the various jurisdictions in which the relevant real properties are situated and the commercial requirements of the parties involved in the origination of the Loans. These differences notwithstanding, in originating the Loans, the Deutsche Bank Originator has adhered to a consistent origination philosophy and approach, qualified, to the extent required, by the laws and commercial practices of each of the relevant jurisdictions.

The following description relates to the origination philosophy and approach of the Deutsche Bank Originator in general and does not apply specifically to the origination of the Loans and the requirements of the parties involved. It is followed, however, by a description of each of the Loans. For the avoidance of doubt, nothing in the following description relates to the origination philosophy and approach of the Helaba Originator or Citibank.

Lending Criteria

Lending Philosophy

The Deutsche Bank Originator is engaged in the business of, among other things, making loans secured directly or indirectly by commercial real properties such as office properties, industrial properties and warehouse properties as well as retail properties and multi-family properties. Such real properties are intended to generate a regular periodic income, most usually from rental payments made by occupational tenants pursuant to occupational lease arrangements.

The decision of the Deutsche Bank Originator to make a loan is based on an analysis of the contracted periodic income generated or expected to be generated by the relevant real property or properties constituting security therefor pursuant to the terms of the occupational leases granted in respect of that property or those properties or expected to be generated in view of the overall quality of that property or those properties. In deciding whether to make a loan, the Deutsche Bank Originator assesses the risks relating to the periodic income generated by the relevant real property or properties and the risk of refinancing the principal amount due upon maturity of the loan, if any. Further, in deciding whether to make a loan in any particular jurisdiction, the Deutsche Bank Originator considers, together with its external legal advisers, the legal environment in such jurisdiction and how this will impact on their ability to recover the interest on and the principal of a loan made by it in such jurisdiction, particularly following the occurrence of a default in respect of that loan. The plans and strategy for the use of the relevant real property, as well as the real property investment experience and expertise of the relevant borrower’s sponsors, both generally and within the context of a particular jurisdiction, are also factors which the Deutsche Bank Originator considers when deciding whether to make a loan.

Types of Borrower

In order to minimise the risk that the borrower to which it makes a loan is or will become insolvent at any time prior to the repayment of the loan in full, the Deutsche Bank Originator typically, but not invariably, requires the borrower to have been established as an “insolvency remote”, limited purpose entity.

The borrower of a loan made by the Deutsche Bank Originator will often, but not invariably, be established contemporaneously with the loan being made, or in the case of a refinancing, contemporaneously with the original loan being made, and thus will not have any pre-existing liabilities, actual or contingent relating to historic activities. Further, the activities of the borrower will be restricted, both through appropriate negative covenants in the documentation relating to the loan and, in certain cases, through appropriate restrictions in its constitutional documents, to acquiring,
financing, holding and managing the relevant real property or properties, so as to ensure that its exposure to liabilities is minimised to those relating to the loan and relevant property or properties. In some cases, the borrower will be permitted to undertake a limited amount of development work relating to the relevant real property or properties, though this is exceptional.

If, for whatever reason, it is not possible to prescribe that the borrower of a loan take such form, the Deutsche Bank Originator will seek to satisfy itself of the borrower’s solvency by requiring that suitably qualified professional advisers conduct a due diligence exercise in respect of it relating, in particular, to its pre-existing liabilities, both actual or contingent (including its general commercial liabilities, tax liabilities, employee-related liabilities, litigation-related liabilities or liabilities relating to the relevant real property itself (such as environmental liabilities or liabilities in relation to committed capital expenditure)) prior to making the loan and by controlling its ability to create further liabilities on a going-forward basis through appropriate negative covenants and, in certain cases, restrictions in its constitutional documents.

If and insofar as the borrower has any debt obligations other than the loan or loans made by the Deutsche Bank Originator, these will typically be subordinated to the loan or loans through contractual subordination or inter-creditor arrangements, particularly if such debt obligations are secured by any of the assets of the borrower which also constitute security for the loan or loans which the Deutsche Bank Originator makes.

**Security**

The Deutsche Bank Originator aims to ensure that the loans it originates are secured both by the relevant real property or properties and by the cash-flow generated by such real property or properties, which is typically a stream of rental payments arising under the related occupational lease arrangements. The security package in respect of a loan will typically, but not invariably, include a first-ranking and fully perfected mortgage over the relevant real property and a first-ranking and fully perfected security interest in respect of the relevant rental payments, or the nearest equivalent thereof in the relevant jurisdiction. Where such security is taken, the Deutsche Bank Originator will seek to ensure that the security created is first ranking and fully perfected in accordance with any applicable law so that, in the event that enforcement is necessary or desirable, an efficient enforcement of such security interests can be achieved. “First-ranking”, when used in this Offering Circular in respect of a German mortgage or land charge (Grundschuld), means first ranking in division III (Abteilung III) of the relevant land register. Each folio of the land register in Germany consists of three divisions (Abteilungen) and an index (Bestandsverzeichnis). Division I sets out the ownership status and division II indicates encumbrances in real property other than security interests in land (such as mortgages and land charges) which are registered in division III. In division II (Abteilung II) there may be rights registered in favour of third parties which rank prior to the rights registered in division III, in particular tenant easements in favour of certain tenants.

In addition to the above, security may also be taken over other assets of the borrower. The Deutsche Bank Originator will seek to ensure that such security is also first-ranking and fully perfected. As regards bank accounts, the Deutsche Bank Originator will typically require that the collection of rental payments be structured in a particular manner, designed to maximise the efficacy of the security interests taken over the rental payments, the relevant bank accounts and the amounts standing to the credit thereof. In many instances, the borrower will have a pre-existing arrangement with the tenants of the relevant property whereby rental payments are credited to an account of the borrower or a managing agent. If that account is a non-commingled account (i.e. it is used to collect only the rental payments attributable to the property or properties the subject of the Deutsche Bank Originator’s loan) over which the Deutsche Bank Originator can obtain control, the Deutsche Bank Originator will usually take security and exercise control over that account. However, if that bank account is a commingled account (i.e. it is used to collect amounts other than just the rental payments attributable to the property or properties the subject of the Deutsche Bank Originator’s loan) and the borrower requires control over it in order to make other payments which are unconnected with the Deutsche Bank Originator’s loan, the Deutsche Bank Originator will typically require that the rental payments be swept promptly upon receipt to a non-commingled account over which it will take security or which will be in the name of the relevant Originator or an affiliate and over which control can therefore be exercised. The objective, in all cases, is to obtain control over the cash-flow which will ultimately be used to service the loan. In addition to the security interests described above, the Deutsche Bank Originator will, under certain circumstances, require that excess cash flow generated by the relevant property or properties (i.e. cash-flow in
excess of that required to service the loan) be swept into a designated bank account which again will be in the name of or controlled by the Deutsche Bank Originator or an affiliate until such time as the relevant circumstance ceases to exist.

In some instances, the Deutsche Bank Originator requires that the shareholders of the borrower grant a security interest over their respective shareholdings or other equity interests in the borrower so that the Deutsche Bank Originator can, if necessary, obtain control over the borrower by exercising rights granted in respect of the shares. By taking such control, the Deutsche Bank Originator could seek to influence the management by the borrower of the relevant real property or properties unless the exercise of such influence has adverse consequences under applicable law. Further, if the creditworthiness of the borrower and/or the value of the relevant real property or properties is regarded as insufficient by the Deutsche Bank Originator, the Deutsche Bank Originator may require that the obligations of the borrower in respect of the loan be supported by way of a third party guarantee, indemnity, letter of credit or similar instrument from a suitably credit-worthy entity.

While the Deutsche Bank Originator is consistent in the types of security interests it seeks in respect of any loan made by it, the relative importance of a particular type of security interest may vary depending on the circumstances of any particular loan, including the requirements of the jurisdiction in which such security interests would be enforced. In certain jurisdictions, for example, security over the shareholdings of the borrower are regarded as being as important, from the perspective of an efficient enforcement process, as mortgages over the relevant property or properties.

**Valuations**

Prior to advancing funds in respect of a loan, it is the Deutsche Bank Originator’s policy to commission or require that the borrower commissions the preparation of a commercial lending valuation report (or retail lending valuation report, as the case may be), giving consideration to such factors as market condition, property repair, levels of income and local geographic issues, and to originate loans with an acceptable loan to value ratio.

**Purpose of the Loan**

Generally, the borrowers of the loans made by the Deutsche Bank Originator use the proceeds thereof to acquire or refinance the relevant real property or real properties which constitute security for the loan, or to acquire the share capital in other companies owning such real property or to refinance the acquisition of such share capital.

**Repayment Terms**

The majority of loans originated by the Deutsche Bank Originator have a term of between five and eight years. Loans originated by the Deutsche Bank Originator may be “interest only”, may have defined principal repayment schedules or may require repayment so as to achieve defined periodic loan to value targets. The principal repayment schedule of a loan is structured to take account of the profile of the contractual rental income which the Deutsche Bank Originator anticipates that the relevant real property will generate over the term of the loan and the anticipated realisable value of such real property at the maturity of the loan. To the extent that a loan does not fully amortise by its scheduled maturity date, the borrower will be required to make a final bullet repayment.

In general, loans made by the Deutsche Bank Originator may be voluntarily prepaid by the borrowers thereof at any time. Such prepayment is usually contingent upon the payment of a prepayment fee, to the extent allowed by law and subject to such allowances as a borrower may have been able to negotiate. Under certain circumstances, the Deutsche Bank Originator will require mandatory prepayment of loans made by it. The most common circumstances in which the Deutsche Bank Originator requires mandatory prepayment is in the event of the relevant property or properties being sold or if it becomes unlawful for the Deutsche Bank Originator or its assigns to continue to fund the loan.

**Insurance**

In making a loan, the Deutsche Bank Originator places considerable importance on the insurance arrangements which exist with respect to the relevant real property or properties. The Deutsche Bank Originator will expect, to the extent it is possible in the context of a particular jurisdiction, each borrower to ensure that the following types of insurance cover are in place:
(a) insurance of the relevant real property, including fixtures and improvements, on a full reinstatement basis, with insurance for loss of rent, over a prescribed period, which may vary from loan to loan;

(b) insurance against third party liabilities;

(c) insurance against acts of terrorism, which coverage includes loss of rent on the relevant real property for a minimum stipulated period as well as rebuilding costs; and

(d) such other insurance as a prudent company in the business of the relevant borrower would effect.

The Deutsche Bank Originator will also expect the borrower to grant some form of legal interest to it, or any person (such as a security trustee or security agent, as applicable) who holds security interests granted for the benefit of the Deutsche Bank Originator, in any insurance policy obtained by it and the proceeds arising therefrom. Market practice in each jurisdiction in which the Deutsche Bank Originator originate loans will differ with respect to the nature of the insurances to be obtained, and how, as a matter of law, a satisfactory legal interest in such insurances can be granted to the Originators or any security trustee or security agent, for the benefit of the Deutsche Bank Originators and the Deutsche Bank Originator will take this into account in formulating its requirements.

All insurances must be in an amount and form acceptable to the facility agent and, where applicable, must be with an insurance company or underwriter that has certain minimum ratings. If the insurance company or underwriter ceases to meet the rating requirements, each borrower must diligently put in place replacement insurances with an insurance company or underwriter which does meet those requirements and is otherwise acceptable to the facility agent.

Each borrower must use its best endeavours to ensure that the facility agent receives any information in connection with the insurances, and copies of each insurance policy, which the facility agent may reasonably require.

Each borrower, again generally, must notify the facility agent of any renewal and variation or cancellation of any insurance policy made or, to the knowledge of that borrower, threatened or pending and no borrower may do or permit anything to be done which may make void or voidable any insurance policy.

If a borrower fails to comply with any of its obligations in relation to the provision of insurance, the facility agent may (but shall not be obliged), at the expense of that borrower, effect any insurance on behalf of the finance parties (and not in any way for the benefit of that borrower) and take such other action as the facility agent may reasonably consider necessary or desirable to prevent or remedy any breach of its obligations relating to insurance.

Property Expenses

In making a loan, the Deutsche Bank Originator also considers the expenses to be incurred in respect of the relevant real property or properties and how such expenses are funded. The expenses which can be incurred in respect of a real property include, most significantly, property taxes and capital expenditure which must be incurred in order to maintain the property in a state of good order or in some cases to enhance the value of the property. Given that the cash-flow available to a borrower is typically limited to that which is generated by the relevant property or properties, the Deutsche Bank Originator seeks to confirm, as part of the origination process, that all necessary expenses can be met out of such cash-flow without the borrower's ability to pay interest on or repay the principal of a loan being compromised. The Deutsche Bank Originator will, in connection with the above analysis, require the borrower to produce an estimated budget of property-related expenses and will compare such expenses to the income which it is anticipated will be generated by the relevant real property or properties over the same period.

Structural/Environmental Reports

Reports relating to the structure or construction of a property are generally obtained by the Deutsche Bank Originator in originating a loan and specific environmental surveys or enquiries are generally undertaken, the extent thereof varying from loan to loan.
Legal Due Diligence

Following the approval in principle of a loan facility, certain legal due diligence procedures are followed before a loan is actually advanced by the Deutsche Bank Originator. Details of these procedures are set out below.

General Information

In originating a loan in any jurisdiction, the Deutsche Bank Originator will appoint duly qualified and experienced legal advisers (the “External Legal Advisers”). The External Legal Advisers will assist the Deutsche Bank Originator in undertaking due diligence with respect to certain matters relating to the proposed loan. These matters include the background of the borrower and its exposure to other liabilities, actual or contingent, the structure of the loan and related security package, the title of the borrower or other relevant entity to the relevant real property or real properties and the occupational leases relating to the real property or real properties.

Property Title Investigation

An important part of the legal due diligence process undertaken by the External Legal Advisers is to verify that the prospective borrower or other relevant entity has or, if the relevant real property is being purchased using the proceeds of the loan, will have, good title to the relevant real property or real properties, free from any encumbrances or other matters which would be considered to be of a material adverse nature from the perspective of the Deutsche Bank Originator. The process of title verification is different in each jurisdiction in which the Deutsche Bank Originator makes loans. However, in undertaking such a title verification process, the Deutsche Bank Originator requires their External Legal Advisers to adopt a standard consistent with what the relevant External Legal Advisers consider to be best practice in the relevant jurisdiction, and consistent with the quality of relevant information available in that jurisdiction.

The title verification process will typically involve the External Legal Advisers undertaking or, in certain jurisdictions, procuring that a notary public or advisers to the borrower undertakes, searches of various public records relating to the relevant real property or real properties, reviewing documents relating to title to the relevant real property or real properties, or raising various enquiries relating to the relevant real property or real properties. The Deutsche Bank Originator will typically, but not invariably, require its External Legal Advisers to prepare or obtain from suitably qualified legal advisers acting for the borrower a report on matters relating to title to the relevant real property, which report must be in form and substance reasonably satisfactory to the Deutsche Bank Originator. However, the form of report on title, even if obtained, may vary in accordance with the practice of the relevant jurisdiction.

Capacity of Borrower

In relation to any borrower that is a body corporate, the External Legal Advisers will satisfy themselves that the relevant entity is validly incorporated, has sufficient power and capacity to enter into the proposed transaction, whether it is the subject of any insolvency proceedings and generally that any formalities required to enter into the proposed transaction with the Deutsche Bank Originator have been completed (or would be completed by the drawdown date of the loan). If and insofar as the relevant real property is owned by an affiliate of the borrower, the External Legal Advisers will undertake similar due diligence in respect of the relevant affiliate.

Reliance on Legal Due Diligence

The legal due diligence referred to above is in each case addressed to the Deutsche Bank Originator, the facility agent or to the security agent or security trustee which holds the security for the relevant loan. It will not typically be updated prior to the sale of the relevant loans by the Deutsche Bank Originator for the purposes of undertaking a securitisation, nor will any due diligence report or report on title delivered on origination of a loan be re-addressed, as a matter of course, either to the issuer or any trustee in the context of any securitisation in which the Deutsche Bank Originator may be involved.

Drawdown and Post-Completion Formalities

The actual drawing of a loan is contingent upon the satisfaction by the borrower of certain conditions precedent. The conditions precedent required by the Deutsche Bank Originator are typically extensive, including delivery of reports on title to the relevant real property, valuation
reports in relation to the relevant real property, corporate authorisation documents in respect of the borrower (if a body corporate), and all necessary authorisations and consents that the borrower must obtain before it can draw a loan, in each case in form and substance reasonably satisfactory to the Deutsche Bank Originator.

Following drawdown, it is usually the case that various registration formalities have to be undertaken with respect to the security interests granted in respect of a loan. The External Legal Advisers are required by the Deutsche Bank Originator to undertake, or ensure that the relevant borrower’s legal counsel undertakes, such formalities within the prescribed time period so that the relevant security interests are registered in accordance with all applicable laws, thereby achieving perfection and first priority ranking.

The Loan Origination Process – The Helaba Originator

In principle, the origination philosophy and approach of the Helaba Originator with respect to the Dresdner Office Portfolio Loan is substantially and materially the same as that described above in relation to the Deutsche Bank Originator.

Against this background, the following descriptions relate to each of the Loans. The descriptions do not contemplate, unless specifically stated, the transfer of the Loans from any Originator to the Swiss Issuer or the Issuer, as the case may be. The terms of certain of the documents relating to the Loans were amended following the execution thereof. The descriptions contained herein contemplate such amendments unless the contrary is stated.
The Loan Pool – Overview

The Loan Pool is comprised of:

(a) eleven German Loans (each a “German Loan” and together, the “Whole German Loans”) comprising:
   (i) the Dresdner Office Portfolio Loan;
   (ii) the Treveria II Loan;
   (iii) the Jargo III Loan;
   (iv) the Petruswerk MF Loan;
   (v) the DFK Portfolio Loan;
   (vi) the Jargo V Loan;
   (vii) the Justizzentrum Loan;
   (viii) the ECP MF Portfolio Loan;
   (ix) the Edeka Retail Loan;
   (x) the Lübeck Retail Loan; and
   (xi) the Toom DIY Loan;

(b) one Dutch Loan (the “Dutch Loan”), being the Rubicon Nike Loan; and

(c) two Swiss Loans (each a “Swiss Loan” and together, the “Swiss Loans”) comprising:
   (i) the Emmen Wohncentre Loan; and
   (ii) the Swisscom Loan.

A summary of each of the German Loans, the Dutch Loan and each of the Swiss Loans is set out below, on a loan-by-loan basis. For the two Loans representing, in aggregate, 51.6 per cent. of the principal amount outstanding of the Loan Pool as at the Cut-Off Date (being the Dresdner Office Portfolio Loan and the Treveria II Loan), a more detailed summary is provided, focusing upon certain key features of those Loans. For generic information about the terms common to all Loans, please see “Certain Additional Terms relating to the Loans” at page 106.
## THE GERMAN LOANS
### Dresdner Office Portfolio Loan

### LOAN INFORMATION

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Issuer’s Share – Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Balance:</strong></td>
<td>841,335,165</td>
<td>420,667,583</td>
</tr>
<tr>
<td><strong>Cut-Off Balance:</strong></td>
<td>841,335,165</td>
<td>420,667,583</td>
</tr>
<tr>
<td><strong>Projected Balance at Maturity:</strong></td>
<td>841,335,165</td>
<td>420,667,583</td>
</tr>
</tbody>
</table>

**Loan Purpose:** Acquisition  
**Funding Date:** 14th February, 2006  
**Maturity Date:** 20th January, 2013  
**Remaining Term:** 6.3 Years  
**Interest Type:** Fixed Rate  
**Loan Coupon:** 3.76%  
**Primary Loan Security:** 1st Mortgage  
**Governing Law:** German Law (Loan) / German Law (Security)  
**Sponsor:** Eurocastle Investment Limited  
**Borrower:** DEGI Deutsche Gesellschaft für Immobilienfonds mbH acting as fund manager for the account of ECT GPROP 1 (previously named DresdnerGrund-Fonds)  
**Borrower Location:** Germany

### FINANCIAL INFORMATION

| Purchase Price: | € 1,961,000,000 |
| MV: | € 2,049,025,000 |
| MV Per Sq. m: | € 2,440 |
| VPV: | € 1,419,246,000 |
| ERV: | € 108,893,321 |
| Valuer: | CB Richard Ellis |
| Date of Valuation: | 5th December, 2005 |
| Total Gross Rent: | € 110,826,708 |
| Gross Initial Yield: | 5.4% |
| Net Income (U/W): | € 88,833,495 |
| Net U/W Initial Yield: | 4.3% |

### PROPERTY/TENANCY INFORMATION

| Property Type: | Office |
| No. of Properties: | 303 |
| Property Location: | Germany |
| Year Built/Renovated: | Various |
| Tenure: | Freehold/Leasehold |
| Property/Asset Management: | Allianz Immobilien GmbH/ Deutsche Gesellschaft für Immobilienfonds mbH |
| Net Rentable Area: (sqm) | 839,856 |
| No. of Rooms/Lettable Units: | N/A |
| Occupancy: |  
  - (% of Rentable Area): 84.0%  
  - (% of ERV): 91.0% |

### ADDITIONAL LOAN FEATURES

- **Reserves:** N/A  
- **Covenants:** ICR above 2.00x  
- **Cash Trap:** N/A  
- **Amortisation:** Interest Only

*as at 20th October, 2006

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**FINANCIAL RATIOS (U/W)**

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICR</strong></td>
<td>2.81x</td>
<td>2.81x</td>
</tr>
<tr>
<td><strong>DSCR</strong></td>
<td>2.81x</td>
<td>2.81x</td>
</tr>
<tr>
<td><strong>EDY</strong></td>
<td>10.6%</td>
<td>10.6%</td>
</tr>
<tr>
<td><strong>LTV</strong></td>
<td>41.1%</td>
<td>41.1%</td>
</tr>
<tr>
<td><strong>LTVPV</strong></td>
<td>59.3%</td>
<td>59.3%</td>
</tr>
</tbody>
</table>

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1. The Issuer’s share of this loan will be €420,667,583 which represents a 50% *pari passu* interest in the Whole Loan of €841,335,165. The remaining 50% of the loan was acquired by Deco 9 – Pan Europe 3 p.l.c. on 15th August, 2006 pursuant to a separate securitisation transaction.
Dresdner Office Portfolio Loan

Overview

The Dresdner Office Portfolio Loan was made by the Deutsche Bank Originator and the Helaba Originator, together as lenders with separate and independent rights, each participating in the loan in equal shares, to DEGI Deutsche Gesellschaft für Immobilienfonds mbH ("DEGI") acting as fund manager for the account of the real estate fund named ECT GPROP 1 (previously named DresdnerGrund-Fonds) (the “Dresdner Office Portfolio Fund”) pursuant to a loan agreement dated 14th February, 2006 (the “Dresdner Office Portfolio Loan Agreement”). The Dresdner Office Portfolio Loan Agreement is governed by German law.

The principal amount drawn by the Dresdner Office Portfolio Borrower under the Dresdner Office Portfolio Loan Agreement on 14th February, 2006 was €841,335,165 (the “Dresdner Office Portfolio Loan”). As at the Cut-Off Date, the principal amount outstanding of the Dresdner Office Portfolio Acquired Loan (representing, for the avoidance of doubt, 50 per cent. of the principal amount outstanding of the Dresdner Office Portfolio Loan as a whole) was €420,667,583. The remaining 50 per cent. of the Dresdner Office Portfolio Loan was acquired by Deco 9 – Pan Europe 3 p.l.c. on 15th August, 2006 pursuant to a separate securitisation transaction.

The Dresdner Office Portfolio Loan was made for the purpose of facilitating the acquisition of the Dresdner Office Portfolio Properties by Drive S.àr.l. (the “Investor”) by way of the acquisition of the units issued by the Dresdner Office Portfolio Fund. Drive S.àr.l. is controlled by Eurocastle Investment Limited ("Eurocastle").

DEGI owns a portfolio of 303 properties in its own name but for the account of the Dresdner Office Portfolio Fund located throughout Germany (each, a “Dresdner Office Portfolio Property” and together the “Dresdner Office Portfolio Properties”). The Dresdner Office Portfolio Borrower has granted security in favour of the Helaba Security Trustee over 285 of the Dresdner Office Portfolio Properties (the “Dresdner Office Portfolio Charged Properties”). The Dresdner Office Portfolio Properties include full ownership (Volleigentum), partial ownership (Teileigentum), condominium ownership (Wohnungseigentum), co-ownership (Mieteigentum) and hereditary building rights (Erbbaurechte). 285 Dresdner Office Portfolio Properties are encumbered with first ranking tenant easements (Mieterdienstbarkeiten) in favour of the respective tenants. 62.8 per cent. of the Dresdner Office Portfolio Properties by lettable area are office properties, 12.2 per cent. comprises banking halls and 9.7 per cent. comprises storage premises. The remaining lettable area of the Dresdner Office Portfolio Properties is used for retail, residential, safe deposit, parking or other purposes.

Dresdner Office Portfolio Borrower

As the Dresdner Office Portfolio Fund does not have a separate legal personality, DEGI, in its capacity as fund manager of the Dresdner Office Portfolio Fund, acts as the borrower under the Dresdner Office Portfolio Loan Agreement for the account of the Dresdner Office Portfolio Fund (DEGI, in such capacity, the “Dresdner Office Portfolio Borrower”).

The Dresdner Office Portfolio Borrower is a capital investment company (Kapitalanlagegesellschaft) in accordance with Section 6 of the German Investment Act (the “InvG”) with limited liability registered under the laws of Germany. The Dresdner Office Portfolio Borrower is the legal owner of the Dresdner Office Portfolio Properties but holds such properties segregated from its other assets (including in an insolvency of the Dresdner Office Portfolio Borrower). DEGI manages further real estate funds.

The Dresdner Office Portfolio Borrower has represented in the Dresdner Office Portfolio Loan Agreement that it has not traded or carried on any business since its formation other than conducting the business of real estate investment and related activities consistent with the Dresdner Office Portfolio Loan documents or acting as manager of real estate funds (Immobilien-Sondervermögen) pursuant to the InvG or the German Investment Companies Act (the “KAGG”). The Dresdner Office Portfolio Borrower further represents that, acting for the account of the Dresdner Office Portfolio Fund, it does not have any employees; DEGI itself does have employees but such employees have no claims against the assets of the Dresdner Office Portfolio Fund.

The Dresdner Office Portfolio Borrower is therefore not a typical limited purpose entity in that it carries on various activities as a capital investment company other than those relating to the ownership of the Dresdner Office Portfolio Properties.
Pursuant to the German Investment Act, DEGI, in its capacity as a fund manager, is required to keep the assets of a particular fund segregated from the assets of any other fund managed by it in segregated accounts to be kept with its statutory custodian bank (Depotbank). These segregated accounts have to be marked with a blocking notice (Sperrvermerk) pursuant to which the Dresdner Office Portfolio Borrower may only invest the funds held in these blocked accounts in accordance with the InvG and the relevant fund rules. By operation of German law, the assets of the Dresdner Office Portfolio Borrower secured in favour of the Helaba Security Trustee will not be available to other creditors of DEGI (including the Investor) and will not form part of the insolvency estate of DEGI.

Dresdner Office Portfolio Fund

The Dresdner Office Portfolio Fund is named ECT GPROP 1. The name of the Dresdner Office Portfolio Fund was changed from DresdnerGrund-Fonds on 1st September, 2006. It is a public open-ended fund (Publikumsfonds) within the meaning of Section 2(3), sentence 2 of the InvG. DEGI has issued units in the Dresdner Office Portfolio Fund in accordance with Section 33 of the InvG. The units evidence the rights of the unitholders in the Dresdner Office Portfolio Fund. All the units in the Dresdner Office Portfolio Fund are owned by the Investor.

Property Management

The Dresdner Office Portfolio Properties are managed by Allianz Immobilien GmbH (the “Dresdner Office Portfolio Property Manager”) pursuant to a property management agreement between the Dresdner Office Portfolio Property Manager and the Dresdner Office Portfolio Borrower.

Description of Tenants

Dresdner Bank AG is the major tenant of the Dresdner Office Portfolio Properties, accounting for 79.7 per cent. of the total in-place rent and 66.8 per cent. of the NRM, and is the sole occupant of 127 of the Dresdner Office Portfolio Properties.

Interest Rate

The rate of interest applicable to the Dresdner Office Portfolio Loan for each Dresdner Office Portfolio Loan interest period ending on or prior to 20th July, 2006 was the sum of a margin plus a floating rate plus mandatory costs, if any. From 20th July, 2006 onwards, the rate of interest applicable to the Dresdner Office Portfolio Loan is the sum of a margin plus a fixed rate plus mandatory costs, if any.

Repayment and Prepayment of Principal

The principal amount outstanding of the Dresdner Office Portfolio Loan is repayable by the Dresdner Office Portfolio Borrower in full on its scheduled maturity date, as prescribed by the Dresdner Office Portfolio Loan Agreement, being 20th January, 2013 (the “Dresdner Office Portfolio Scheduled Maturity Date”).

The Dresdner Office Portfolio Borrower must make a prepayment in full or in part, as applicable, of the principal amount outstanding of the Dresdner Office Portfolio Loan if it sells a Dresdner Office Portfolio Property or all of the Dresdner Office Portfolio Properties, as described in further detail under “Property Disposal” below. The Dresdner Office Portfolio Borrower must also prepay the principal amount outstanding of the Dresdner Office Portfolio Loan in full if it becomes unlawful for a lender to perform its obligations under the Dresdner Office Portfolio Loan Agreement.

If there is a change in control of the Investor or the Dresdner Office Portfolio Fund, as described in further detail under “Change of Control” below, and the lenders require, all principal amounts outstanding under the Dresdner Office Portfolio Loan Agreement shall become immediately due and payable.

The Dresdner Office Portfolio Borrower is required to ensure that the loan to fund value ratio prescribed under the Dresdner Office Portfolio Loan Agreement does not at any time exceed 49.5 per cent. However, if the loan to fund value ratio exceeds 49.5 per cent. at any time, the Dresdner Office Portfolio Borrower may remedy the breach within 60 days by prepaying the Dresdner Office Portfolio Loan in an amount sufficient to ensure that the loan to fund value ratio is less than or equal to 49.5 per cent. The “fund value” for these purposes is the aggregate value of
the Dresdner Office Portfolio Properties calculated on an asset by asset basis, as determined by
the then most recent Internal Valuation undertaken by the Dresdner Office Portfolio Fund’s real
estate expert committee (Sachverständigenausschuss) in accordance with the InvG, the KAGG and
the specific terms and conditions of the Dresdner Office Portfolio Fund.

Property Disposal

The Dresdner Office Portfolio Borrower is generally not permitted, under the terms of the
Dresdner Office Portfolio Loan Agreement, to dispose of the whole or any part of its assets. This
restriction does not apply, however, to the disposal by the Dresdner Office Portfolio Borrower of its
interest in a Dresdner Office Portfolio Charged Property provided that certain conditions are met,
including that the consideration for such disposal is at least equal to 110 per cent. of the allocated
loan amount of the relevant Dresdner Office Portfolio Property and the consideration is sufficient to
ensure that the loan to fund value as determined by the then most recent Internal Valuation is no
greater than 49.5 per cent (being the “Dresdner Office Portfolio Release Amount”).

Upon the sale of any Dresdner Office Portfolio Charged Property, the Dresdner Office
Portfolio Borrower will pay the Dresdner Office Portfolio Release Amount of such sale into the
Dresdner Office Portfolio Borrower Disposal Proceeds Account, as further described below. On the
Loan Interest Payment Date following the disposal of any such Dresdner Office Portfolio Charged
Property, the proceeds of such sale deposited into the Dresdner Office Portfolio Borrower Disposal Proceeds Account shall be applied in mandatory prepayment of principal amounts outstanding
under the Dresdner Office Portfolio Loan Agreement.

Change of Control

If (a) fewer than two-thirds of the units of the Dresdner Office Portfolio Fund or (b) fewer than
two-thirds of the shares in the Investor, in each case, are not, or cease to be, directly or indirectly
controlled by Eurocastle or one of Eurocastle’s wholly-owned subsidiaries, then, if the lenders so
require, all principal amounts outstanding under the Dresdner Office Portfolio Loan Agreement shall
become immediately due and payable.

Financial Covenants

The Dresdner Office Portfolio Loan Agreement contains a number of covenants which relate
to a comparison between projected interest service payments in respect of the Dresdner Office
Portfolio Loan on the one hand and projected net rental income generated by the Dresdner Office
Portfolio Properties on the other hand, as well as the principal amount outstanding of the Dresdner
Office Portfolio Loan and the value of the Dresdner Office Portfolio Properties, measured on each
Loan Interest Payment Date.

Interest Cover Ratio

There will be an event of default in respect of the Dresdner Office Portfolio Loan if the
interest cover ratio is less than 200 per cent, such ratio calculated in accordance with the Dresdner
Office Portfolio Loan Agreement.

Loan to Value Ratio

There will be an event of default if the loan to fund value ratio exceeds 49.5 per cent. for
more than 60 days, such ratio calculated in accordance with the Dresdner Office Portfolio Loan Agreement.

Bank Accounts

The Dresdner Office Portfolio Borrower, on the basis it was not permitted under German Law
to grant security over its bank accounts, did not grant security over the Dresdner Office Portfolio
Control Accounts in favour of the lenders on origination. However, the Dresdner Office Portfolio
Borrower has undertaken, in the Dresdner Office Portfolio Loan Agreement, that if, at any time due
to a change of circumstances, a change in law or a change in judicial interpretation by the
Bundesbank and the German Supervisory Authority, it becomes legally permissible for the
Dresdner Office Portfolio Borrower to grant pledges over the Dresdner Office Portfolio Control
Accounts, it will use its best endeavours to promptly grant such pledges.

Pursuant to the Dresdner Office Portfolio Loan Agreement, the Dresdner Office Portfolio
Borrower must open and maintain in its name the “Dresdner Office Portfolio Rental Income
Account”, the “Dresdner Office Portfolio Disposal Proceeds Account” and the “Dresdner Office Portfolio Reserve Account” (together the “Dresdner Office Portfolio Control Accounts”) and shall ensure that the Dresdner Office Portfolio Property Manager opens the “Dresdner Office Portfolio Service Charge Account”. The aforementioned accounts were opened with Dresdner Bank AG (the “Dresdner Office Portfolio Account Bank”). The bank account structure is described in more detail below.

**Dresdner Office Portfolio Rental Income Account**

The Dresdner Office Portfolio Borrower will ensure that all Rental Income less tenant contributions and other service charge expenses and any portion of rental payments attributable to VAT (such net rental income being the “Dresdner Office Portfolio Net Rental Income”), and any break adjustments and break costs payable under the Dresdner Office Portfolio Loan Agreement, are paid into the Dresdner Office Portfolio Rental Income Account.

On each Loan Interest Payment Date, if no event of default is continuing, the Dresdner Office Portfolio Borrower shall direct the Dresdner Office Portfolio Account Bank to withdraw the amounts standing to the credit of the Dresdner Office Portfolio Rental Income Account for application in the following order:

(a) any unpaid fees and expenses (including VAT) due to DEGI acting as investment company for the Dresdner Office Portfolio Fund;

(b) any unpaid amount (Erbbauzins) due under any heritable building right out of which the Dresdner Office Portfolio Borrower derives its interest in any Dresdner Office Portfolio Property;

(c) any unpaid costs, fees and expenses due to any finance party;

(d) all accrued interest, costs, fees and expenses (including VAT) due and payable to the lenders under the Dresdner Office Portfolio Loan Agreement and related finance documents;

(e) if German real property transfer tax (“RETT”) is payable by the Dresdner Office Portfolio Borrower in respect of any Dresdner Office Portfolio Property, such amount as is required to pay or discharge such RETT shall be credited to the Dresdner Office Portfolio Rental Income Account;

(f) if a tax payment is payable by the Dresdner Office Portfolio Borrower, an amount equal to the Dresdner Office Portfolio Tax Reserve (as defined below) as notified to DEGI by the Helaba Facility Agent or any servicer appointed pursuant to the Dresdner Office Portfolio Loan Agreement shall be credited to the Dresdner Office Portfolio Reserve Account;

(g) if on that date the loan to fund value ratio is greater than 49.5 per cent. the balance standing to the credit of the Dresdner Office Portfolio Rental Income Account shall be used to prepay the Dresdner Office Portfolio Loan to the extent required to reduce the loan to fund value ratio to 49.5 per cent.; and

(h) any surplus not otherwise required to the Dresdner Office Portfolio General Account.

If an event of default is continuing, the Helaba Facility Agent or any servicer appointed pursuant to the Dresdner Office Portfolio Loan Agreement may, by notice in writing to any occupational tenant of a Dresdner Office Portfolio Property, direct that tenant to pay all Rental Income directly to the Helaba Facility Agent, notwithstanding any previous instructions given to that tenant by any other person to the contrary.

The Dresdner Office Portfolio Borrower has joint signing rights with the Dresdner Office Portfolio Account Bank over the Dresdner Office Portfolio Rental Income Account.

**The Dresdner Office Portfolio Disposal Proceeds Account**

The Dresdner Office Portfolio Borrower will ensure that if (a) no event of default is continuing, the relevant Dresdner Office Portfolio Release Amount for any Dresdner Office Portfolio Property; and (b) an event of default is continuing, all net disposal proceeds for any Dresdner Office Portfolio Property, are promptly paid into the Dresdner Office Portfolio Disposal Proceeds Account.

On each Loan Interest Payment Date, the Dresdner Office Portfolio Borrower shall direct the Dresdner Office Portfolio Account Bank to withdraw such amount standing to the Dresdner Office Portfolio Disposal Proceeds Account as the Helaba Facility Agent or any servicer appointed
pursuant to the Dresdner Office Portfolio Loan Agreement directs, for application in or towards (and in the order of):

(a) payment of all break adjustments or break costs payable under the Dresdner Office Portfolio Loan Agreement;

(b) payment of all other costs, fees and expenses due and payable to the finance parties under the Dresdner Office Portfolio Loan Agreement;

(c) mandatory prepayment of the Dresdner Office Portfolio Loan in accordance with the Dresdner Office Portfolio Loan Agreement; and

(d) in respect of any surplus not otherwise required, if a default is continuing, prepayment of the Dresdner Office Portfolio Loan up to the amount of the surplus or, if no default is continuing, payment of the surplus to the Dresdner Office Portfolio General Account.

If an event of default is continuing, the Helaba Facility Agent or any servicer appointed pursuant to the Dresdner Office Portfolio Loan Agreement may, by notice in writing to any occupational tenant of a Dresdner Office Portfolio Property, direct that tenant to pay all net disposal proceeds directly to the Helaba Facility Agent, notwithstanding any previous instructions given to that tenant by any other person to the contrary.

The Dresdner Office Portfolio Borrower has joint signing rights with the Dresdner Office Portfolio Account Bank over the Dresdner Office Portfolio Disposal Proceeds Account.

**Dresdner Office Portfolio Reserve Account**

The Dresdner Office Portfolio Borrower will ensure that on the first utilisation date and on each Loan Interest Payment Date, an amount equal to the maximum amount of any tax gross-up payment which may be due with respect to the interest payment to be made by the Dresdner Office Portfolio Borrower on the following Loan Interest Payment Date (the "Dresdner Office Portfolio Tax Reserve") is promptly paid into the Dresdner Office Portfolio Reserve Account.

If a tax gross-up payment on account of interest paid by the Dresdner Office Portfolio Borrower to a lender becomes due and payable, the Dresdner Office Portfolio Borrower shall, with the prior consent of the Helaba Facility Agent or the Issuer Servicer, direct the Dresdner Office Portfolio Account Bank to withdraw appropriate amounts from the Dresdner Office Portfolio Tax Reserve credited to the Dresdner Office Portfolio Reserve Account to pay and discharge that tax payment.

On each Loan Interest Payment Date, if no event of default is continuing, the Dresdner Office Portfolio Borrower may direct the Dresdner Office Portfolio Account Bank to withdraw from the Dresdner Office Portfolio Reserve Account such amount (as determined by the Helaba Facility Agent or the Issuer Servicer) by which the Dresdner Office Portfolio Tax Reserve in the Dresdner Office Portfolio Reserve Account exceeds the tax gross-up payment required to be made on that Loan Interest Payment Date and deposit such excess into the Dresdner Office Portfolio General Account.

Any refund received by the Helaba Facility Agent or the Helaba German Security Trustee from the relevant tax authority in respect of a tax gross-up payment paid in the manner described above shall be paid into the Dresdner Office Portfolio General Account.

The Dresdner Office Portfolio Borrower has joint signing rights with the Dresdner Office Portfolio Account Bank over the Dresdner Office Portfolio Reserve Account.

**Dresdner Office Portfolio Service Charge Account**

The Dresdner Office Portfolio Borrower shall ensure that the Dresdner Office Portfolio Property Manager opens and maintains with the Dresdner Office Portfolio Account Bank an interest bearing client or trust account designated in the name of that Dresdner Office Portfolio Property Manager as the Dresdner Office Portfolio Service Charge Account for the benefit of the Dresdner Office Portfolio Borrower in accordance with the relevant duty of care agreement.

The Dresdner Office Portfolio Borrower shall ensure that all service charge proceeds are promptly paid directly into the Dresdner Office Portfolio Service Charge Account.

The Dresdner Office Portfolio Property Manager (acting reasonably) shall have signing rights in respect of each Dresdner Office Portfolio Service Charge Account.
The Dresdner Office Portfolio Related Security

The related security for the Dresdner Office Portfolio Loan (the “Dresdner Office Portfolio Related Security”), granted by the Dresdner Office Portfolio Borrower and certain other entities under various security documents (together, the “Dresdner Office Portfolio Security Documents”) includes, among other things:

(a) first ranking certificated aggregate and individual land charges (Einzel- oder Gesamtbriefgrundschuld) including submissions to immediate enforcement, in the aggregate amount of €841,335,165 plus annual interest of 16 per cent. per annum and non-recurrent ancillary costs of 10 per cent. granted by the Dresdner Office Portfolio Borrower (or, in the case of certain properties, jointly with the original owner);

(b) a security assignment of the Dresdner Office Portfolio Borrower’s rights and claims under each lease agreement entered into in relation to the Dresdner Office Portfolio Properties;

(c) a security assignment of the Dresdner Office Portfolio Borrower’s rights and claims under the insurance policies relating to the Dresdner Office Portfolio Properties save in respect of insurance policies covering Dresdner Office Portfolio Properties in partial ownership (Teileigentum), condominium ownership (Wohnungseigentum) or co-ownership (Miteigentum) which constitute a small portion of the value of the Dresdner Office Portfolio Properties;

(d) security assignments, subject to the provisions of a security trust agreement entered into between Drive S.à.r.l., the Helaba Facility Agent and others, supplementing such security assignment, of Drive S.à r.l.’s rights and claims under a purchase agreement entered into by Drive S.àr.l. to purchase the units issued in the Dresdner Office Portfolio Fund and a master agreement, which supplements the general investment terms (Allgemeine Vertragsbedingungen) and the special investment terms (Besondere Vertragsbedingungen) of the Dresdner Office Portfolio Fund;

(e) security assignments of the Dresdner Office Portfolio Borrower’s rights and claims under a property purchase agreement to purchase certain of the Dresdner Office Portfolio Properties on the date of origination of the Dresdner Office Portfolio Loan; and

(f) security assignments of DEGI’s rights of indemnity against the Dresdner Office Portfolio Fund arising under the InvG and the KAGG.

The Dresdner Office Portfolio Security Documents are governed by German law.

Insurance

The Dresdner Office Portfolio Borrower undertakes in the Dresdner Office Portfolio Loan Agreement to effect and maintain or ensure that there is effected and maintained the following types of insurance cover:

(a) all risks insurance of the Dresdner Office Portfolio Properties, including fixtures and improvements, on a full reinstatement basis, with insurance against loss of rent for a period of not less than three years;

(b) insurance against terrorism (except in respect of those Dresdner Office Portfolio Properties with an initial market value of less than €10,000,000);

(c) insurance against third party and public liability risks; and

(d) such other risks and contingencies as are insured in accordance with sound commercial practice.

The Dresdner Office Portfolio Borrower undertakes in the Dresdner Office Portfolio Loan Agreement to:

(i) use all reasonable endeavours to ensure that the German Security Trustee receives any information in connection with the insurances, and copies of each insurance policy, which the German Security Trustee may reasonably require;

(ii) notify the German Security Trustee of any renewal and variation or cancellation of any insurance policy made or, to the knowledge of the Dresdner Office Portfolio Borrower, threatened or pending; and
(iii) not do or permit anything to be done which may make void or voidable any insurance policy.

If the Dresdner Office Portfolio Borrower fails to comply with any of its insurance related obligations, the Helaba Security Trustee may (but shall not be obliged to), at the expense of the Dresdner Office Portfolio Borrower, effect any insurance in its own name (and not in any way for the benefit of the Dresdner Office Portfolio Borrower).

For further information about the Dresdner Office Portfolio Loan, see “Risk Factors – Factors Relating to Certain Loans – The Dresdner Office Portfolio Loan” at page 59.
**Treveria II Loan**

### LOAN INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Whole Loan</th>
<th>Issuer’s Share - Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance</td>
<td>232,866,971</td>
<td>116,433,486</td>
<td>0</td>
</tr>
<tr>
<td>Current Balance</td>
<td>231,724,205</td>
<td>115,862,103</td>
<td>0</td>
</tr>
<tr>
<td>Projected Balance at Maturity</td>
<td>216,587,852</td>
<td>108,293,926</td>
<td>0</td>
</tr>
</tbody>
</table>

- **Loan Purpose:** Acquisition
- **Funding Date:** 19th May 2006
- **Maturity Date:** 20th July 2011
- **Remaining Term:** 4.8 Years
- **Interest Type:** Fixed Rate
- **Loan Coupon:** 4.79%
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** England Law (Loan) / Germany (Security)
- **Sponsor:** England (Loan) / Germany (Security)
- **Borrower:** Treveria Drelunddrelßgtge VV GmbH and 47 other companies
- **Borrower Location:** Germany

### PROPERTY/TENANCY INFORMATION (100%)

- **Property Type:** Mixed Use
- **No. of Properties:** 48
- **Property Location:** Germany (various cities)
- **Year Built/Renovated:** Various
- **Tenure:** Freehold/Leasehold
- **Property/Asset Management:** Dawnay, Day Treveria Real Estate Asset Management Limited
- **Net Rentable Area: (sqm)** 247,122
- **No. of Rooms/Lettable Units:** 133
- **Physical Occupancy:** 99.5%
- **Economic Occupancy:** 99.4%
- **Number of Tenants:** 99
- **Number of Leases:** 128
- **WA Term Lease:** 6.9
- **Anchor/Main Tenant(s):** C&A KG, Kaufhof, WallMart (Metro Group, Sinn Leffers AG, Kaufland)
- **Tenant Rating (F / M / S):** N/A
- **(% of Rentable Area):** 53.6%
- **(% of Gross Rent):** 53.9%

### FINANCIAL INFORMATION (100%)

- **Purchase Price:** €272,625,849
- **MV:** €310,406,000
- **MV Per Sq. m:** €1,256
- **VPV:** €260,832,000
- **ERV:** €24,071,205
- **Valuer:** DTZ Debenham Tie Leung (“DTZ”)
- **Date of Valuation:** Various
- **Total Gross Rent:** €22,168,089
- **Gross Initial Yield:** 7.1%
- **Net Income (U/W):** €20,480,277
- **Net (U/W) Initial Yield:** 6.6%

### ADDITIONAL LOAN FEATURES

- **Reserves:** N/A
- **Covenants:** DSCR 1.0x; LTV 95%
- **Cash Trap:** 85% and will continue until the LTV is equal to or less than 80%
- **Amortisation:** Year 1 (1.00%); Year 2-5 (1.50% per annum)

### FINANCIAL RATIOS (U/W)

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.84x</td>
<td>1.84x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.46x</td>
<td>1.46x</td>
</tr>
<tr>
<td>EDY</td>
<td>9.5%</td>
<td>9.5%</td>
</tr>
<tr>
<td>LTV</td>
<td>74.7%</td>
<td>69.8%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>88.8%</td>
<td>83.0%</td>
</tr>
</tbody>
</table>

### Notes

2 The Issuer’s share of this loan will be €115,862,103 which represents a 50% pari passu interest in the Whole Loan of €231,724,205. It is anticipated that the remaining 50% of the loan will be securitised by Citibank in a separate securitisation after the Closing Date.

* as at 20th October 2006
Treveria II Loan

Overview

The Treveria II Loan was made by the Deutsche Bank Originator and Citibank jointly, each participating in the loan in equal shares, to Treveria Dreunddreißigste VV GmbH and 47 other companies (the “Treveria II Borrowers”) pursuant to a loan agreement dated 19th May, 2006 (as amended pursuant to an amendment agreement dated 29th June, 2006) (the “Treveria II Loan Agreement”). The Treveria II Loan Agreement is governed by English law.

The principal amount drawn by the Treveria II Borrowers under the Treveria II Loan Agreement was €232,866,971 (the “Treveria II Loan”). The Treveria II Loan was drawn on 19th May, 2006, 29th June, 2006 and 10th August, 2006. As at the Cut-Off Date, the principal amount outstanding of the Treveria II Loan as a whole was €231,724,205 and the principal amount outstanding of the Treveria II Acquired Loan was €115,862,103.

The Treveria II Loan comprises 66 separate loans, each such loan made to an individual borrower, the maximum amount advanced to a Treveria II Borrower being €43,800,000. All of these loans are cross-collateralised (subject to the Net Asset Rule described below) and cross-defaulted. No further amounts are available to be drawn by the Treveria II Borrowers under the Treveria II Loan Agreement.

The amounts drawn under the Treveria II Loan Agreement were applied by the Treveria II Borrowers to (a) acquire a portfolio of commercial properties across Germany (each a “Treveria II Property” and together the “Treveria II Properties”), (b) fund the Treveria II Capex Account with an amount up to a maximum of €1,693,600, (c) the payment of interest, fees, and other finance costs pursuant to the facility made available to the Treveria II Borrowers pursuant to the Treveria II Loan Agreement, and (d) finance intercompany loans to the Treveria II Parent or the shareholders in the Treveria II Parent to the extent not required under (a) to (c) above and subject to such lending being in compliance with the German rules on capital maintenance (Kapitalerhaltungsgrundsätze). The Treveria II Properties comprise several distinct property portfolios, being the “C&A Portfolio”, the “Cloppenburg Portfolio”, the “Kauffhof-Doetsch”, the “Mühldorf Portfolio”, the “Oberpaur/Sinn-Leffers Portfolio”, the “Ratingen Portfolio” and the “Zehdenick Portfolio”.

The Borrower

Each Treveria II Borrower is a limited liability company (Gesellschaft mit beschränkter Haftung) duly incorporated under the laws of Germany. Each Treveria II Borrower is a limited purpose entity.

Parent Entities

At least 94.8 per cent. of the shares in each Treveria II Borrower are owned by Treveria D S.à r.l., a limited liability company formed under the laws of Luxembourg (the “Treveria II Parent” and, together with the Treveria II Borrowers, the “Treveria II Obligors”) and not more than 5.2 per cent. of the shares in each Treveria II Borrower are owned by another company. The Treveria II Parent has represented in the Treveria II Loan Agreement that since the date of its incorporation it has not traded or carried on any business other than acquiring and owning shares in the Treveria II Borrowers, conducting the business of intra-group financing arrangements and any related activities consistent with the Treveria II finance documents. Further, the Treveria II Parent has represented in the Treveria II Loan Agreement that it does not have any employees.

Property Management

The Treveria II Properties are managed by Dawnay Day Property Investments GmbH (the “Treveria II Property Manager”) pursuant to a property management agreement between the Treveria II Property Manager and the Treveria II Borrowers.

Description of Tenants

The main tenants of the Treveria II Properties are C&A Mode KG, Kaufman Warenhous, Wal Mart, Sinn Leffers AG and Kaufland) accounting for 49.4 per cent. of NRM² and 50 per cent. of in-place rent.
Subordination
The Treveria II Borrowers entered into a subordination agreement dated 19th May, 2006 with Treveria Properties S.à r.l., the Deutsche Bank Facility Agent and the Deutsche Bank Security Trustee pursuant to which payments of amounts owing by each Treveria II Borrower to the Treveria II Parent are contractually subordinated to payments of amounts owing in respect of the Treveria II Loan Agreement.

Interest Rate
The rate of interest applicable to the Treveria II Loan is the sum of a margin, plus a fixed rate, plus mandatory costs, if any.

Repayment and Prepayment of Principal
The principal of the Treveria II Loan is scheduled to be repaid by the Treveria II Borrowers:

(a) in part, in an amount of one per cent. per annum of the principal amount outstanding (but disregarding any scheduled principal repayments made) of the Treveria II Loan on each Loan Interest Payment Date prior to the first anniversary of the first utilisation date;

(b) in part, in an amount of 1.5 per cent. per annum on each Loan Interest Payment Date from and including the fifth Loan Interest Payment Date; and

(c) in full on the scheduled maturity date, as prescribed by the Loan Agreement, being 20th July, 2011 (the “Treveria II Scheduled Maturity Date”), subject to a business day convention,

and, accordingly, the aggregate principal amount outstanding of the Treveria II Acquired Loan on the Treveria II Scheduled Maturity Date is expected to be €108,293,926.

If a Treveria II Borrower disposes of a Treveria II Property or the Treveria II Parent disposes of its interest in the shares of a Treveria II Borrower, as the case may be, in accordance with the Treveria II Loan Agreement, that Treveria II Borrower shall make a prepayment of the Treveria II Release Amount, as further described below.

Certain events are triggered under the Treveria II Loan Agreement if the loan to value ratio of the Treveria II Properties at any relevant time exceeds 80 per cent., 85 per cent. or 95 per cent, or the interest cover ratio is at any relevant time less than 125 per cent., 115 per cent. or 110 per cent., as further described below. If, for example, the loan to value ratio exceeds 85 per cent. but is less than 95 per cent. at any time on the basis of the most recent valuation, the Treveria II Borrowers must within 30 days following the date of such valuation:

(a) prepay the Treveria II Loan in an amount sufficient to ensure that the loan to market value ratio is less than or equal to 80 per cent.; or

(b) deposit, in the Treveria II Deposit Account, an amount sufficient to ensure that, if that amount were deducted from the principal amount outstanding of the Treveria II Loan, the loan to market value ratio would be less than or equal to 80 per cent.

If, on any Loan Interest Payment Date, the interest cover ratio is less than 115 per cent., any surplus remaining in the Treveria II Rental Income Account after the payment of interest on and the repayment of principal of the Treveria II loan shall be applied to prepay the Treveria II Loan in an amount sufficient to ensure that the interest cover ratio is not less than 125 per cent.

Any prepayments other than a mandatory prepayment made by a Treveria II Borrower are expressed to be applied under the Treveria II Loan Agreement to reduce the allocated loan amounts for each Treveria II Property on a pro rata basis. Mandatory prepayments made by a Treveria II Borrower under the Treveria II Loan Agreement will be applied to reduce the allocated loan amount for the Treveria II Property concerned to zero and any balance shall be applied in or towards reducing on a pro rata basis the Treveria II Loan in respect of the remaining Treveria II Properties but not the allocated loan amount in respect of such Treveria II Properties.

Guarantee and Net Asset Rule
Pursuant to the Treveria II Loan Agreement, each Treveria II Obligor jointly and severally guarantees to the lenders the punctual performance by each Treveria II Obligor of its obligations under the Treveria II finance documents.
However, the application of any amount recoverable, payable, recovered or paid under the Treveria II Loan Agreement from a Treveria II Obligor in respect of obligations owed by any other Treveria II Obligor is limited at all times to the “Net Assets” of the Treveria II Obligor seeking to discharge the obligations of another Treveria II Obligor (as calculated in accordance with the German Commercial Code) (the “Net Asset Rule”) and provided that the Net Asset Rule shall not apply to or limit any amount recoverable from a Treveria II Obligor in respect of amounts owed directly by that Treveria II Obligor under the Treveria II Loan Agreement.

If, as a result of the Net Asset Rule being applied or otherwise, any amount payable under a Treveria II finance document by a Treveria II Obligor is not paid when due, the Treveria II Parent will, upon demand by the Deutsche Bank Facility Agent, indemnify each relevant finance party for such amount and, in any event, pay in place of the relevant Treveria II Obligor any such amount within three business days after payment has become due by the relevant Treveria II Obligor.

Property and Share Disposal

The Treveria II Obligors are generally not permitted, under the terms of the Treveria II Loan Agreement, to dispose of the whole or any part of their assets. This restriction does not apply, however, to the disposal by a Treveria II Borrower of its interest in a Treveria II Property or the disposal by the Treveria II Parent of its shares in a Treveria II Borrower, as applicable, provided that certain conditions under the Treveria II Loan Agreement are met, including that the consideration for such disposal is an amount at least equal to 115 per cent. of the applicable allocated loan amount for that Treveria II Property (or, in the case of a disposal of shares, the relevant Treveria II Property that is owned by the Treveria II Borrower whose shares are being disposed of) (being the “Treveria II Release Amount”).

Financial Covenants

The Treveria II Loan Agreement contains a number of covenants which relate to a comparison between projected debt service payments in respect of the Treveria II Loan on the one hand and projected net rental income generated by the Treveria II Properties on the other hand, as well as the principal amount outstanding of the Treveria II Loan and the value of the Treveria II Properties.

Debt Service Cover Ratio

There will be an event of default in respect of the Loan if:

(a) the debt service cover ratio falls below 125 per cent. and such breach is not remedied by the Treveria II Borrowers within five business days by prepaying the Treveria II Loan or paying into the Treveria II Deposit Account an amount sufficient to cure the breach; or

(b) the debt service cover ratio falls below 110 per cent.,

such ratio being calculated in accordance with the Treveria II Loan Agreement.

The right to cure a breach of the debt service cover ratio described in (a) above may not be exercised more than three times during the term of the Treveria II Loan and, if exercised and the breach is cured for two successive Treveria II Loan interest periods and no event of default is outstanding or would arise as a result of releasing the amount so deposited, the Deutsche Bank Security Trustee will, at the request of the agent of the Treveria II Borrowers, transfer the deposit and accrued interest to the Treveria II Rental Income Account.

Loan to Value Ratio

There will be an event of default in respect of the Loan if:

(a) the loan to value ratio is more than 85 per cent. but less than 95 per cent. and such breach is not remedied within 30 days of the relevant valuation by prepaying the Treveria II Loan or paying into the Treveria II Deposit Account an amount sufficient to ensure that, taking into account such payment, the loan to value ratio is not more than 80 per cent.; or

(b) the loan to value ratio is more than 95 per cent.,

such ratio being calculated in accordance with the Treveria II Loan Agreement.
Bank Accounts

Pursuant to the Treveria II Loan Agreement, the Treveria II Parent and each Treveria II Borrower must maintain certain bank accounts in their respective names.

For further information about the general bank account structures for the Loans (other than the Dresdner Office Portfolio Loan but including the Treveria II Loan) see “Certain Additional Terms Relating to the Loans – Bank Accounts” at page 107.
Jargo III Loan

**LOAN INFORMATION**

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>67,540,134</td>
<td>67,540,134</td>
<td>0</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>67,371,284</td>
<td>67,371,284</td>
<td>0</td>
</tr>
<tr>
<td>Projected Balance at Maturity:</td>
<td>63,420,186</td>
<td>63,420,186</td>
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</table>

- **Loan Purpose:** Refinance
- **Funding Date:** 20th April, 2006
- **Maturity Date:** 20th July, 2013
- **Remaining Term:** 6.8 Years
- **Interest Type:** Fixed Rate
- **Loan Coupon:** 5.35%
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** English Law (Loan)/German Law (Security)
- **Sponsor:** Jargonnant Partners S.A.
- **Borrower:** JP Residential III S.à r.l.
- **Borrower Location:** Luxembourg

**FINANCIAL INFORMATION**

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<thead>
<tr>
<th>Purchase Price:</th>
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<tbody>
<tr>
<td><strong>MV:</strong></td>
<td>€79,570,000</td>
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<td><strong>MV per Sq. m:</strong></td>
<td>€742</td>
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<td><strong>MV per unit:</strong></td>
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<td><strong>VPV:</strong></td>
<td>N/A</td>
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<tr>
<td><strong>ERV:</strong></td>
<td>€7,318,722</td>
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<td><strong>Valuer:</strong></td>
<td>Atisreal</td>
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<td><strong>Date of Valuation:</strong></td>
<td>20th February, 2006</td>
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<tr>
<td><strong>Total Gross Rent:</strong></td>
<td>€6,016,958</td>
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<td><strong>Gross Initial Yield:</strong></td>
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<td><strong>Net Income (U/W):</strong></td>
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<td><strong>Net U/W Initial Yield:</strong></td>
<td>5.7%</td>
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</table>

**PROPERTY/TENANCY INFORMATION**

- **Property Type:** Multi-family
- **No. of Properties:** 15
- **Property Location:** Germany
- **Year Built/Renovated:** Various
- **Tenure:** Freehold
- **Property/Asset Management:** Minerva Immobilien GmbH & Co. KG
- **Net Rentable Area: (sqm)** 107,274
- **No. of Rooms/Lettable Units:** 1,772
- **Physical Occupancy:** 86.4%
- **Economic Occupancy:** 86.3%
- **Number of Tenants:** 1,772
- **Number of Leases:** 1,772
- **WA Lease Term:** Multi-family
- **Tenant Rating (F / M / S):** Multi-family
- **(% of Rentable Area):** Multi-family
- **(% of Gross Rent):** Multi-family

**FINANCIAL RATIOS**

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.27x</td>
<td>1.27x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.13x</td>
<td>1.13x</td>
</tr>
<tr>
<td>EDY</td>
<td>7.2%</td>
<td>7.2%</td>
</tr>
<tr>
<td>LTV</td>
<td>84.7%</td>
<td>79.7%</td>
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<tr>
<td>LTVPV</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**ADDITIONAL LOAN FEATURES**

- **Reserves:** € 546,843 (Deferred Maintenance)³
- **Covenants:** ICR 1.10x
- **Cash Trap:** ICR 1.20x
- **Amortisation:** Year 1 (0.50%); Year 2-3 (0.80% per annum); Year 4-7 (1.00% per annum)

The Loan

The Jargo III Loan was originated by the Deutsche Bank Originator on 20th April, 2006. The Jargo III Loan is primarily secured by first ranking mortgages under German law. The Jargo III Loan was granted for the purposes of refinancing the acquisition of the relevant German Properties.

The Borrower

The Borrower was established in Luxembourg and is structured as a limited liability company under Luxembourg law. The Borrower was established for the purpose of acquiring the relevant German Properties.

The Properties

The Jargo III Properties consists of four sub-portfolios with 15 multi-family properties, which are located in nine Berlin districts and 1 property in Potsdam. The overall portfolio contains 1,730 residential units and 42 commercial units.

Property Management

The Jargo III Properties are managed by Minerva Immobilien GmbH & Co. KG, acting as asset manager and by Becker & Kries Immobilien Management GmbH & Co. KG, acting as property manager, each acting pursuant to a management agreement with the Jargo III Borrower.

Description of Tenants

The Properties consist of predominantly residential units; the commercial units are primarily occupied by small retailers on the ground floor of residential blocks. The largest commercial unit, located in the Com City sub-portfolio, accounts for 4.4 per cent. of in-place income and is 100 per cent. leased until 30th October, 2011 to Deutsche Telekom (A-/A3/A-).

³ Deferred maintenance reserve amount required per the Loan agreement; however Deutsche Bank held back 125% of this amount or 1.315 million.
Petruswerk MF Loan

**LOAN INFORMATION**

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>65,709,595</td>
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<td>0</td>
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<tr>
<td>Cut-Off Balance:</td>
<td>65,463,184</td>
<td>65,463,184</td>
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<tr>
<td>Projected Balance at Maturity:</td>
<td>59,302,909</td>
<td>59,302,909</td>
<td>0</td>
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</table>

Loan Purpose: Refinance
Funding Date: 3rd August, 2006
Maturity Date: 20th April, 2013
Remaining Term:* 6.5 Years
Interest Type: Fixed Rate
Primary Loan Security: 1st Ranking Mortgage
Governing Law: German Law
Sponsor: Petruswerk Katholische Wohnungsbau- und Siedlungsgesellschaft mbH
Borrower: Petruswerk Grundbesitz GmbH & Co KG
Borrower Location: Germany

**FINANCIAL RATIOS (U/W)**

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.52x</td>
<td>1.52x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.16x</td>
<td>1.16x</td>
</tr>
<tr>
<td>EDY</td>
<td>8.1%</td>
<td>8.1%</td>
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<td>LTV</td>
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<td>73.1%</td>
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<tr>
<td>LTVPV</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**ADDITIONAL LOAN FEATURES**

| Reserves: | €5.6 million (CapEx Reserve) |
| Covenants: | LTV 88% |
| Cash Trap: | LTV 85% |
| Amortisation: | Year 1-7 (1.50% per annum) |

**FINANCIAL INFORMATION**

| Purchase Price: | N/A |
| MV: | €81,103,015 |
| MV per Sq. m: | €694 |
| MV per Unit: | €45,847 |
| VPV: | N/A |
| ERV: | €6,557,051 |
| Valuer: | Jones Lang LaSalle (“JLL”) |
| Date of Valuation: | 29th June, 2006 |
| Total Gross Rent: | €5,981,660 |
| Gross Initial Yield: | 7.4% |
| Net Income (U/W): | €4,785,328 |
| Net U/W Initial Yield: | 5.9% |

**PROPERTY/TENANCY INFORMATION**

| Property Type: | Multi-family |
| No. of Properties: | 15 |
| Property Location: | Germany |
| Year Built/Renovated: | Various |
| Tenure: | Freehold |
| Property/Asset Management: | Akko Gebäudemanagement GmbH |
| Net Rentable Area: (sqm) | 116,898 |
| No. of Rooms/Lettable Units: | 1,769 |
| Physical Occupancy: | 97.0% |
| Economic Occupancy: | 95.8% |
| Number of Tenants: | 1,769 |
| Number of Leases: | 1,769 |
| WA Lease Term*: | Multi-family |
| Anchor/ Main Tenant/s: | Multi-family |
| Tenant Rating (F / M / S): | Multi-family |
| (% of Rentable Area): | Multi-family |
| (% of Gross Rent): | Multi-family |

* as at 20th October, 2006

The Loan
The Petruswerk Loan was originated by the Deutsche Bank Originator on 3rd August, 2006. The Petruswerk Loan is primarily secured by first ranking mortgages under German law. The Petruswerk Loan was granted for the purposes of refinancing the acquisition of the relevant German Properties.

The Borrower
The Borrower was established in Germany and is structured as a limited partnership under German law. The Borrower was established for the purpose of acquiring the relevant German Properties.

The Properties
The Petruswerk Properties consist of 15 multi-family properties with 116,898 NRM² and 1,769 units in Berlin.

Property Management
The Petruswerk Properties are managed by Akko Gebäudemanagement GmbH and by Petruswerk Katholische Wohnungsbau- und Siedlungsgesellschaft mbH, which is a general partner of the Petruswerk Borrower, each acting pursuant to a management agreement with the Petruswerk Borrower.

Description of Tenants
The Petruswerk Properties comprise 98.2 per cent. residential area and 1.8 per cent. commercial area, as well as 663 parking spaces. Two of the Petruswerk Properties are non-residential, consisting of one commercial building and one multi-storey car park.
The DFK Portfolio Loan was originated by the Deutsche Bank Originator on 14th August, 2006. The DFK Portfolio Loan is primarily secured by first ranking mortgages under German law. The DFK Portfolio Loan was granted for the purpose of the acquisition of the relevant German Properties.

The Borrower

The three DFK Portfolio Borrowers were established in Germany. Two of them are structured as limited liability companies under German law and one is structured as a limited partnership under German law. Each of the Borrowers was established for the purpose of acquiring the relevant German Properties.

The Properties

The DFK Portfolio Properties consists of six primarily office properties with 27,781 NRM² located throughout Kelkheim, Düsseldorf and Frankfurt.

Property Management

The DFK Portfolio Properties are managed by Hochtief Facility Management GmbH under a management agreement with the DFK Portfolio Borrowers.

Description of Tenants

The predominant use of the DFK Portfolio Properties is as office space, which accounts for 77.5 per cent. of the NRM² and 73.8 per cent. of in-place rental income. The largest tenant of the DFK Portfolio Properties is Steigenberger Hotels AG, whose office headquarters account for 17.0 per cent. of NRM² and 16.4 per cent. in place rent.

* as at 20th October, 2006
**Jargo V Loan**

### LOAN INFORMATION

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Balance:</strong></td>
<td>38,501,323</td>
<td>38,501,323</td>
<td>0</td>
</tr>
<tr>
<td><strong>Cut-Off Balance:</strong></td>
<td>38,412,315</td>
<td>38,412,315</td>
<td>0</td>
</tr>
<tr>
<td><strong>Projected Balance at Maturity:</strong></td>
<td>36,005,982</td>
<td>36,005,982</td>
<td>0</td>
</tr>
</tbody>
</table>

- **Loan Purpose:** Acquisition / Refinance
- **Funding Date:** 26th May, 2006
- **Maturity Date:** 20th July, 2013
- **Remaining Term:** 6.8 Years
- **Interest Type:** Fixed Rate
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** English Law (Loan)/German Law (Security)
- **Sponsor:** Jargonnant Partners S.A.
- **Borrower:** JP Residential V S.à r.l.
- **Borrower Location:** Luxembourg

### FINANCIAL RATIOS (U/W)

<table>
<thead>
<tr>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.31x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.17x</td>
</tr>
<tr>
<td>EDY</td>
<td>7.4%</td>
</tr>
<tr>
<td>LTV</td>
<td>83.9%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### ADDITIONAL LOAN FEATURES

- **Reserves:** €278,620 (deferred maintenance)
- **Covenants:**
  - ICR: 1.10x
  - DSCR: 1.04x
- **Cash Trap:**
  - ICR: 1.20x
  - DSCR: 1.08x
- **Amortisation:**
  - Year 1: 0.50% per annum
  - Year 2-3: 0.80% per annum
  - Year 4-5: 1.00% per annum
  - Year 6-7: 1.20% per annum

### The Loan

The Jargo V Loan was originated by the Deutsche Bank Originator on 26th May, 2006. The Jargo V Loan is primarily secured by first ranking mortgages under German law. The Jargo V Loan was granted for the purposes of financing the acquisition and the refinancing the acquisition of the relevant German Properties.

### The Borrower

The Borrower was established in Luxembourg and is structured as a limited liability company under Luxembourg law. The Borrower was established for the purpose of acquiring the relevant German Properties.

### The Properties

The Jargo V Properties consist of 15 primarily multi-family properties with 62,769 NRM² and 916 units located throughout Berlin.

### Property Management

The Properties are managed by Minerva Immobilien GmbH & Co. KG, acting as asset manager and by Becker & Kries Immobilien Management GmbH & Co. KG, acting as property manager, each acting pursuant to a management agreement with the Jargo V Borrower.

### Description of Tenants

The Jargo V Properties consist of 879 residential units and 37 commercial units; the commercial units are mostly occupied by small retailers on the ground floor of residential blocks. The largest commercial unit accounts for 2,580 NRM² of the 3,154 NRM² at the Jargo V Property in which it is located and 92.1 per cent. of the €376,156 of in-place rental income attributable to this property, amounting to 11.1 per cent. of in place rent of all Jargo V Properties. The commercial units at this property consist of medical offices and four small retail units.
**LOAN INFORMATION**

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>31,250,000</td>
<td>31,250,000</td>
<td>0</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>31,132,813</td>
<td>31,132,813</td>
<td>0</td>
</tr>
<tr>
<td>Projected Balance at</td>
<td>26,562,500</td>
<td>26,562,500</td>
<td>0</td>
</tr>
</tbody>
</table>

- Loan Purpose: Refinance
- Funding Date: 18th August, 2006
- Maturity Date: 20th October, 2016
- Remaining Term*: 10.0 Years
- Interest Type: Floating for 6 months and then Fixed Rate – 10 Year SWAP capped at 5.10%
- Loan Coupon: 5.79%
- Primary Loan Security: 1st Ranking Mortgage
- Governing Law: English Law (Loan)/German Law (Security)
- Sponsor: Dr. Ebertz & Partner
- Borrower: Justizzentrum in Halle Dr. Ebertz KG
- Borrower Location: Germany

**FINANCIAL INFORMATION**

- Purchase Price: N/A
- MV: €51,200,000
- MV per Sq. m: €1,476
- VPV: €28,600,000
- ERV: €2,416,704
- Valuer: CB Richard Ellis ("CBRE")
- Date of Valuation: 3rd March, 2006
- Total Gross Rent: €3,294,000
- Gross Initial Yield: 6.4%
- Net Income (U/W): €2,940,701
- Net U/W Initial Yield: 5.7%

**PROPERTY/TENANCY INFORMATION**

- Property Type: Office
- No. of Properties: 1
- Property Location: Halle (Saale), Germany
- Year Built/Renovated: 1998
- Tenure: Freehold
- Property/Asset Management: Owner Managed
- Net Rentable Area: (sqm) 34,689
- No. of Rooms/Lettable Units: 1
- Physical Occupancy: 100.0%
- Economic Occupancy: 100.0%
- Number of Tenants: 1
- Number of Leases: 1
- WA Lease Term*: 13.7 Years
- Anchor/ Main Tenant/s: Federal State of Saxony-Anhalt
- Tenant Rating (F / M / S): AAA/Aa3/AA-
- (% of Rentable Area): 100.0%
- (% of Gross Rent): 100.0%

* as at 20th October, 2006

**FINANCIAL RATIOS (U/W)**

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.63x</td>
<td>1.63x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.29x</td>
<td>1.29x</td>
</tr>
<tr>
<td>EDY</td>
<td>11.1%</td>
<td>11.1%</td>
</tr>
<tr>
<td>LTV</td>
<td>60.8%</td>
<td>51.9%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>108.9%</td>
<td>92.9%</td>
</tr>
</tbody>
</table>

**ADDITIONAL LOAN FEATURES**

- Reserves: €650,000 (CapEx and electrical equipment)
- Covenants: DSCR 1.10x, LTV 65.0% – if not higher than 75.0% can be remedied via prepayment or deposit to bring LTV less than or equal to 65.0%
- Cash Trap: DSCR 1.20x; the main tenant (Federal State of Saxony) serves notice to terminate their lease; a capex need arises for "Sanierungsgebiet"
- Amortisation: Year 1-10 (1.50% per annum)

The Loan
The Justizzentrum Loan was originated by the Deutsche Bank Originator on 18th August, 2006. The Justizzentrum Loan is primarily secured by a first ranking mortgage under German law. The Justizzentrum Loan was granted for the purpose of refinancing the acquisition of the relevant German Property.

The Borrower
The Justizzentrum Borrower was established in Germany and is structured as a limited partnership formed under German law. It has the capital structure of a closed fund with 137 limited partners. The Justizzentrum Borrower was established for the purpose of acquiring the relevant German Property.

The Property
The Justizzentrum Property is a single office property with 34,689 NRM² located in Halle (Saale), Germany. Its main use is as a judicial centre for the Federal State of Saxony-Anhalt, and it contains court room facilities as well as office space.

Property Management
The Justizzentrum Property is managed by an affiliate of the Justizzentrum Borrower.

Description of Tenant
The Property is entirely let to the Federal State of Saxony-Anhalt (AAA/Aa3/AA-), of which the Ministry of Justice is the subtenant. Saxony-Anhalt is one of the sixteen Bundesländer (Federal States) that make up the Federal Republic of Germany. It was created after German reunification in 1990 from the former German Democratic Republic districts of Magdeburg and Halle.
ECP Portfolio Loan

**LOAN INFORMATION**

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>16,556,650</td>
<td>16,556,650</td>
<td>0</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>16,556,650</td>
<td>16,556,650</td>
<td>0</td>
</tr>
<tr>
<td>Projected Balance at Maturity:</td>
<td>16,556,650</td>
<td>16,556,650</td>
<td>0</td>
</tr>
</tbody>
</table>

- Loan Purpose: Acquisition
- Funding Date: 18th July, 2006
- Maturity Date: 20th July, 2016
- Remaining Term:* 9.8 Years
- Interest Type: Fixed Rate
- Loan Coupon: 5.40%
- Primary Loan Security: 1st Ranking Mortgage; 2nd Ranking Mortgage (Potsdamer Property)
- Governing Law: German Law
- Sponsor: ECP Real Estate PLC
- Borrower: ECP Invest GmbH & Co KG
- Borrower Location: Germany

**FINANCIAL INFORMATION**

- Purchase Price: €23,032,880
- Loan per Unit:* €48,984
- MV: €24,230,000
- MV per Sq. m: €925
- MV per Unit: €71,686
- VPV: N/A
- ERV: €2,193,925
- Valuer: DTZ Debenham Tie Leung ("DTZ")
- Date of Valuation: 1st July, 2006
- Total Gross Rent: €1,734,493
- Gross Initial Yield: 7.2%
- Net Income (U/W): €1,292,829
- Net U/W Initial Yield: 5.3%

**PROPERTY/TENANCY INFORMATION**

- Property Type: Multi-family
- No. of Properties: 12
- Property Location: Germany
- Year Built/Renovated: Various
- Tenure: Freehold/Leasehold
- Property/Asset Management: ECP Finance Ltd.
- Net Rentable Area: (sqm) 26,186
- No. of Rooms/Lettable Units: 324
- Physical Occupancy: 91.9%
- Economic Occupancy: 93.6%
- Number of Tenants: 324
- Number of Leases: 324
- WA Lease Term*: Multi-family
- Anchor/ Main Tenant/s: Multi-family
- Tenant Rating (F / M / S): Multi-family
- (% of Rentable Area): Multi-family
- (% of Gross Rent): Multi-family

* as at 20th October, 2006

**FINANCIAL RATIOS (U/W)**

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.35x</td>
<td>1.35x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.13x</td>
<td>1.13x</td>
</tr>
<tr>
<td>EDY</td>
<td>7.6%</td>
<td>7.6%</td>
</tr>
<tr>
<td>LTV</td>
<td>72.8%</td>
<td>70.3%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**ADDITIONAL LOAN FEATURES**

- Reserves: €517,258 (Capex)
- Covenants: DSCR 1.05x
- Cash Trap: DSCR 1.10x
- Amortisation: Interest Only

The Loan

The ECP Portfolio Loan was originated by the Deutsche Bank Originator on 18th July, 2006. The ECP Portfolio Loan is primarily secured by first ranking mortgages under German law. The ECP Portfolio Loan was granted for the purpose of financing the acquisition of the relevant German Property.

The Borrower

The ECP Portfolio Borrower was established in Germany and is structured as a limited partnership formed under German law. The ECP Portfolio Borrower was established for the purpose of acquiring the relevant German Property and certain other properties.

The Properties

The ECP Portfolio Properties consist of 12 primarily multi-family properties with 26,186 NRM² and 324 units located throughout Berlin and Leipzig.

Property Management

The ECP Portfolio Properties are managed by ECP Finance Ltd. at portfolio level. At the property level, the ECP Portfolio Properties located in Berlin are managed by Anton Schmittlein and the ECP Portfolio Properties located in Leipzig are managed by Domus Hausverwaltung GmbH, each acting pursuant to a management agreement with the ECP Portfolio Borrower.

Description of Tenants

The ECP Portfolio Properties are predominantly used for residential purposes, but there is some commercial space, amounting to 17.4 per cent. of NRM², consisting of small retailers located on the ground floor of the residential blocks.
Edeka Retail Loan

### LOAN INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Balance:</strong></td>
<td>13,782,922</td>
<td>13,782,922</td>
<td>0</td>
</tr>
<tr>
<td><strong>Cut-Off Balance:</strong></td>
<td>13,714,094</td>
<td>13,714,094</td>
<td>0</td>
</tr>
<tr>
<td><strong>Projected Balance at Maturity:</strong></td>
<td>12,344,271</td>
<td>12,344,271</td>
<td>0</td>
</tr>
</tbody>
</table>

- **Loan Purpose:** Acquisition
- **Funding Date:** 7th June, 2006
- **Maturity Date:** 20th July, 2013
- **Remaining Term:** 6.8 Years
- **Interest Type:** Fixed Rate
- **Loan Coupon:** 5.08%
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** English Law (Loan)/German Law (Security)
- **Sponsor:** Mansford Holdings Plc
- **Borrower:** MH Germany Property 1 S.à r.l.
- **Borrower Location:** Luxembourg

### FINANCIAL INFORMATION

- **Purchase Price:** €16,139,320
- **MV:** €16,420,000
- **MV per Sq. m:** €1,461
- **VPV:** €12,871,000
- **ERV:** €1,256,760
- **Valuer:** DTZ Debenham Tie Leung (“DTZ”)
- **Date of Valuation:** 19th May, 2006
- **Total Gross Rent:** €1,192,260
- **Gross Initial Yield:** 7.3%
- **Net Income (U/W):** €1,095,041
- **Net U/W Initial Yield:** 6.7%

### PROPERTY/TENANCY INFORMATION

- **Property Type:** Retail
- **No. of Properties:** 6
- **Property Location:** Various West German locations
- **Year Built/Renovated:** Constructed 1956-2004 / older properties refurbished in mid 80’s
- **Tenure:** Freehold
- **Property/Asset Management:** Jones Lang LaSalle (“JLL”)
- **Net Rentable Area (sqm):** 11,238
- **No. of Rooms/Lettable Units:** 9
- **Physical Occupancy:** 98.5%
- **Economic Occupancy:** 99.9%
- **Number of Tenants:** 1 (excluding residential)
- **Number of Leases:** 1 (excluding residential)
- **WA Lease Term:** 12.4 Years
- **Anchor/ Main Tenant/s:** Edeka
- **Tenant Rating (F / M / S):** N/A
- **(% of Rentable Area):** 91.5%
- **(% of Gross Rent):** 96.4%

*as at 20th October, 2006

### FINANCIAL RATIOS (U/W)

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICR</strong></td>
<td>1.57x</td>
<td>1.57x</td>
</tr>
<tr>
<td><strong>DSCR</strong></td>
<td>1.32x</td>
<td>1.32x</td>
</tr>
<tr>
<td><strong>EDY</strong></td>
<td>8.9%</td>
<td>8.9%</td>
</tr>
<tr>
<td><strong>LTV</strong></td>
<td>83.5%</td>
<td>75.2%</td>
</tr>
<tr>
<td><strong>LTVPV</strong></td>
<td>106.6%</td>
<td>95.9%</td>
</tr>
</tbody>
</table>

### ADDITIONAL LOAN FEATURES

- **Reserves:** €63,500 (deferred maintenance)
- **Covenants:** DSCR 1.05x
- **Cash Trap:** DSCR 1.10x
- **Amortisation:** Year 1-3 (1.00% per annum); Year 4-7 (2.00% per annum)

The Loan

The Edeka Retail Loan was originated by the Deutsche Bank Originator on 7th June, 2006. The Edeka Retail Loan is primarily secured by first ranking mortgages under German law. The Edeka Retail Loan was granted for the purpose of financing the acquisition of the relevant German Properties.

The Borrower

The Edeka Retail Borrower was established in Luxembourg and is structured as a limited liability company under Luxembourg law. The Edeka Retail Borrower was established for the purpose of acquiring the relevant German Properties.

The Properties

The Edeka Retail Properties consist of six retail properties with 11,238 NRM² located in the federal state of Nordrhein-Westfalen.

Property Management

The Edeka Retail Properties are managed by Jones Lang LaSalle under a management agreement with the Edeka Retail Borrower.

Description of Tenants

The Edeka Retail Properties are predominantly let to Edeka, accounting for 91.5 per cent. of NRM² and 96.4 per cent. of in-place rental income. Residential usage accounts for 3.6 per cent. of in-place rental income.
### LOAN INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>15,300,000</td>
<td>15,300,000</td>
<td>0</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>15,261,750</td>
<td>15,261,750</td>
<td>0</td>
</tr>
<tr>
<td>Projected Balance at</td>
<td>13,702,997</td>
<td>13,702,997</td>
<td>0</td>
</tr>
<tr>
<td>Maturity:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Loan Purpose:** Acquisition
- **Funding Date:** 31st August, 2006
- **Maturity Date:** 20th October, 2013
- **Remaining Term:** 7.0 Years
- **Interest Type:** Fixed Rate
- **Loan Coupon:** 4.94%
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** English Law (Loan)/German Law (Security)
- **Sponsor:** Mansford Capital Partners Limited
- **Borrower:** MH Germany Property II S.à r.l.
- **Borrower Location:** Luxembourg

### FINANCIAL INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.78x</td>
<td>1.78x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.48x</td>
<td>1.48x</td>
</tr>
<tr>
<td>EDY</td>
<td>9.8%</td>
<td>9.8%</td>
</tr>
<tr>
<td>LTV</td>
<td>80.3%</td>
<td>72.1%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>102.2%</td>
<td>91.8%</td>
</tr>
</tbody>
</table>

- **Purchase Price:** €18,000,000
- **MV:** €19,000,000
- **MV per Sq. m:** €1,538
- **VPV:** €14,930,000
- **ERV:** €1,444,800
- **Valuer:** DTZ Debenham Tie Leung (“DTZ”)
- **Date of Valuation:** 7th August, 2006
- **Total Gross Rent:** €1,421,379
- **Gross Initial Yield:** 7.5%
- **Net Income (U/W):** €1,345,322
- **Net U/W Initial Yield:** 7.1%

### PROPERTY/TENANCY INFORMATION

- **Property Type:** Retail / Leisure
- **No. of Properties:** 1
- **Property Location:** Lübeck, Germany
- **Year Built/Renovated:** 2004
- **Tenure:** Freehold
- **Property/Asset Management:** Jones Lang LaSalle (“JLL”)
- **Net Rentable Area (sqm):** 12,350
- **No. of Rooms/Lettable Units:** 11
- **Physical Occupancy:** 100.0%
- **Economic Occupancy:** 100.0%
- **Number of Tenants:** 11
- **Number of Leases:** 11
- **WA Lease Term:** 12.5 Years
- **Anchor/ Main Tenant(s):** Edeka
  - **Tenant Rating (F / M / S):** N/A
  - **(% of Rentable Area):** 19.7%
  - **(% of Gross Rent):** 23.6%

* as at 20th October, 2006

### ADDITIONAL LOAN FEATURES

- **Reserves:** None
- **Covenants:** DSCR 1.05x
- **Cash Trap:** DSCR 1.15x
- **Amortisation:** Year 1-3 (1.00% per annum); Year 4-7 (2.00% per annum)

#### The Loan
The Lübeck Retail Loan was originated by the Deutsche Bank Originator on 31st August 2006. The Lübeck Retail Loan is primarily secured by a first ranking mortgage under German law. The Lübeck Retail Loan was granted for the purpose of financing the acquisition of the relevant German Property.

#### The Borrower
The Lübeck Retail Borrower was established in Luxembourg and is structured as a limited liability company under Luxembourg law. The Lübeck Retail Borrower was established for the purpose of acquiring the relevant German Property.

#### The Property
The Lübeck Retail Property consists of a retail and leisure property in the Northern German city of Lübeck.

#### Property Management
The Lübeck Retail Property is managed by Jones Lang LaSalle under a management agreement with the Lübeck Retail Borrower.

#### Description of Tenants
Retail usage accounts for 45.4 per cent. of in-place rental income (with main tenants including Edeka, Aldi, and ATU), with the remaining 54.6 per cent. of in-place rental income being attributable to leisure usage (including a gym, bowling alley and nightclub).
Toom DIY Loan

<table>
<thead>
<tr>
<th>LOAN INFORMATION</th>
<th>FINANCIAL RATIOS (U/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Whole Loan</td>
</tr>
<tr>
<td>Original Balance:</td>
<td>7,650,000</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>7,630,875</td>
</tr>
<tr>
<td>Projected Balance at Maturity:</td>
<td>7,114,500</td>
</tr>
</tbody>
</table>

- **Loan Purpose:** Acquisition
- **Funding Date:** 27th July, 2006
- **Maturity Date:** 20th October, 2013
- **Remaining Term:** 7.0 Years
- **Interest Type:** Fixed Rate
- **Loan Coupon:** 5.19%
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** German Law
- **Sponsor:** Michael Talmor Kamor Ltd.
- **Borrower:** Durango DIY GmbH & Co KG; Durango Neukirchen GmbH & Co KG
- **Borrower Location:** Germany

<table>
<thead>
<tr>
<th>FINANCIAL RATIOS (U/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Loan</td>
</tr>
<tr>
<td>ICR</td>
</tr>
<tr>
<td>DSCR</td>
</tr>
<tr>
<td>EDY</td>
</tr>
<tr>
<td>LTV</td>
</tr>
<tr>
<td>LTVPV</td>
</tr>
</tbody>
</table>

- **Reserves:** None
- **Covenants:** DSCR 1.00x, LTV 90%
- **Cash Trap:** DSCR 1.10x; if below 1.05x proceeds will be used to prepay the Loan.
- **Amortisation:** Year 1-7 (1.00% per annum)

<table>
<thead>
<tr>
<th>ADDITIONAL LOAN FEATURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserves: None</td>
</tr>
<tr>
<td>Covenants: DSCR 1.00x, LTV 90%</td>
</tr>
<tr>
<td>Cash Trap: DSCR 1.10x; if below 1.05x proceeds will be used to prepay the Loan.</td>
</tr>
<tr>
<td>Amortisation: Year 1-7 (1.00% per annum)</td>
</tr>
</tbody>
</table>

**The Loan**
The Toom DIY Loan was originated by the Deutsche Bank Originator on 27th July, 2006. The Toom DIY Loan is primarily secured by first ranking mortgages under German law. The Toom DIY Loan was granted for the purpose of financing the acquisition of the relevant German Property.

**The Borrower**
The Toom DIY Borrowers are each established in Germany and structured as a limited partnership formed under German law. The Toom DIY Borrowers were each established for the purpose of acquiring the relevant German Property or shares in the entity owning the relevant German Property.

**The Property**
The Toom DIY Properties consist of a single DIY retail centre with 8,500 NRM² located in Neukirchen-Vluyn, Germany.

**Property Management**
The Toom DIY Property is managed by Hochtief Facility Management GmbH under a management agreement with the Toom DIY Borrowers.

**Description of Tenants**
The sole tenant is Toom Baumnarkt GmbH, which is a subsidiary of Rewe Zentral AG. Rewe Zentral AG is Germany’s second largest retail group after Metro.

* as at 20th October, 2006
### The Dutch Loan

#### Rubicon Nike Loan

### Loan Information

<table>
<thead>
<tr>
<th>Balance (€)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance</td>
<td>67,762,500</td>
<td>67,762,500</td>
<td>0</td>
</tr>
<tr>
<td>Cut-Off Balance</td>
<td>67,762,500</td>
<td>67,762,500</td>
<td>0</td>
</tr>
<tr>
<td>Projected Balance at Maturity</td>
<td>67,762,500</td>
<td>67,762,500</td>
<td>0</td>
</tr>
</tbody>
</table>

- **Loan Purpose**: Acquisition
- **Funding Date**: 15th August, 2006
- **Maturity Date**: 20th October, 2011
- **Remaining Term**: 5.0 Years
- **Interest Type**: Fixed Rate
- **Loan Coupon**: 4.55%
- **Primary Loan Security**: 1st Ranking Mortgage
- **Governing Law**: English Law (Loan)/Dutch, English and Jersey Law (Security)
- **Sponsor**: Rubicon Asset Management Limited
- **Borrower**: Colosseum Hilversum Managing Trustee Limited
- **Borrower Location**: Jersey

### Financial Information (€)

- **Purchase Price**: €90,350,000
- **MV**: €90,350,000
- **MV per Sq. m**: €2,938
- **VPV**: €66,700,000
- **ERV**: €5,202,719
- **Valuer**: CB Richard Ellis ("CBRE")
- **Date of Valuation**: 30th June, 2006
- **Total Gross Rent**: €5,923,347
- **Gross Initial Yield**: 6.6%
- **Net Income (U/W)**: €5,520,794
- **Net U/W Initial Yield**: 6.1%

### Property/Tenancy Information

- **Property Type**: Office
- **No. of Properties**: 1
- **Property Location**: Netherlands
- **Year Built/Renovated**: 1999
- **Tenure**: Freehold
- **Property/Asset Management**: DTZ Zadelhoff Vastgoedmanagement B.V. ("DTZ")
- **Net Rentable Area (sqm)**: 30,747
- **No. of Rooms/Lettable Units**: 7
- **Physical Occupancy**: 100.0%
- **Economic Occupancy**: 100.0%
- **Number of Tenants**: 1
- **Number of Leases**: 7
- **WA Lease Term**: 6.0 Years
- **Anchor/ Main Tenant/s**: Nike European Operations Netherlands B.V.

#### Additional Loan Features

- **Reserves**: None
- **Covenants**: ICR 1.20x; LTV 85%
- **Cash Trap**: ICR 1.50x; LTV 85%
- **Amortisation**: Interest Only

### Financial Ratios (U/W)

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>1.79x</td>
<td>1.79x</td>
</tr>
<tr>
<td>DSCR</td>
<td>1.79x</td>
<td>1.79x</td>
</tr>
<tr>
<td>EDY</td>
<td>8.1%</td>
<td>8.1%</td>
</tr>
<tr>
<td>LTV</td>
<td>75.0%</td>
<td>75.0%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>101.6%</td>
<td>101.6%</td>
</tr>
</tbody>
</table>

### The Loan

The Rubicon Nike Loan was originated by the Deutsche Bank Originator on 15th August, 2006. The Rubicon Nike Loan is primarily secured by a first ranking mortgage under Dutch law. The Rubicon Nike Loan was granted for the purpose of financing the acquisition of the Dutch Property.

### The Borrower

The Rubicon Nike Borrower is established in Jersey and structured as a limited liability company acting as trustee for a unit trust formed under the laws of Jersey. The Rubicon Nike Borrower as well as the Jersey trust for which it acts as trustee were each established for the purpose of acquiring the Dutch Property.

### The Property

The Rubicon Nike Property consist of an office campus with 30,747 NRM² located in Hilversum, The Netherlands.

### Property Management

The Rubicon Nike Property is managed by DTZ Zadelhoff Vastgoedmanagement B.V. under a management agreement with the Rubicon Nike Borrower.

### Description of Tenants

The sole tenant is Nike European Operations Netherlands B.V. The office space at the Rubicon Nike Property serves as Nike Europe’s headquarters.

* as at 20th October, 2006
THE SWISS LOANS
Emmen Wohncentre Loan

LOAN INFORMATION

<table>
<thead>
<tr>
<th>Balance (CHF)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>195,300,000</td>
<td>147,453,110</td>
<td>47,846,890</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>195,300,000</td>
<td>147,453,110</td>
<td>47,846,890</td>
</tr>
<tr>
<td>Projected Balance at Maturity:</td>
<td>187,488,000</td>
<td>141,554,986</td>
<td>45,993,014</td>
</tr>
</tbody>
</table>

Loan Purpose: Acquisition
Funding Date: 28th September, 2006
Maturity Date: 20th October, 2013
Remaining Term:* 7.0 Years
Interest Type: Fixed Rate
Loan Coupon: 3.72%
Primary Loan Security: 1st Ranking Mortgage
Governing Law: English Law (Loan)/Swiss Law (Security)
Sponsor: Credo Group
Borrower: Kinkade Real Estate S.à r.l.
Borrower Location: Luxembourg

FINANCIAL INFORMATION

| Purchase Price:        | CHF 217,300,000 / € 136,367,615 |
| MV:                    | CHF 217,310,000 / € 136,373,890 |
| MV per Sq. m:          | CHF 4,432 / € 2,781             |
| VPV:                   | CHF 168,200,000 / € 105,554,684 |
| ERV:                   | CHF 11,903,712 / € 7,470,229   |
| Valuer:                | Wüest & Partner                |
| Date of Valuation:     | 15th September, 2006           |
| Total Gross Rent:      | CHF 11,295,492 / € 7,088,538  |
| Gross Initial Yield:   | 5.2%                           |
| Net Income (U/W):      | CHF 10,387,422 / € 6,516,674  |
| Net U/W Initial Yield: | 4.8%                           |

PROPERTY/TENANCY INFORMATION

| Property Type:         | Retail                                |
| No. of Properties:     | 1                                    |
| Property Location:     | Emmen, Switzerland                   |
| Year Built/Renovated:  | 2004 / 2005                          |
| Tenure:                | Freehold                             |
| Property/Asset Management: | Meier of EBV                             |
| Net Rentable Area: (sqm) | 49,034                             |
| No. of Rooms/Lettable Units: | 10                                     |
| Physical Occupancy:    | 98.9%                                |
| Economic Occupancy:    | 99.0%                                |
| Number of Tenants:     | 9                                    |
| Number of Leases:      | 9                                    |
| WA Lease Term*:        | 13.9 Years                           |
| Anchor/ Main Tenant/s: | Möbel Pfister / Conforama            |
| Tenant Rating (F / M / S): | N/A                                  |
| (% of Rentable Area):  | 43.6%                                |
| (% of Gross Rent):     | 41.9%                                |

* as at 20th October, 2006

FINANCIAL RATIOS (U/W)

<table>
<thead>
<tr>
<th>ICR</th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSCR</td>
<td>2.22x</td>
<td>1.43x</td>
</tr>
<tr>
<td>EDY</td>
<td>7.3%</td>
<td>5.5%</td>
</tr>
<tr>
<td>LTV</td>
<td>67.9%</td>
<td>65.1%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>87.7%</td>
<td>84.2%</td>
</tr>
</tbody>
</table>

ADDITIONAL LOAN FEATURES

| Reserves: | None |
| Covenants: | DSCR 1.00x |
| Cash Trap: | DSCR 1.10x |
| Amortisation: | Year 1-3 (0.00%); Year 4-7 (1.00% per annum) |

The Loan
The Emmen Wohncentre Loan was originated by the Deutsche Bank Originator on 28th September, 2006. The Emmen Wohncentre Loan is primarily secured by a first ranking mortgage under Swiss law. The Emmen Wohncentre Loan was granted for the purpose of financing the acquisition of the relevant Swiss Property.

The Borrower
The Emmen Wohncentre Borrower was established in Luxembourg and is structured as a limited liability company under Luxembourg law. The Emmen Wohncentre Borrower was established for the purpose of acquiring the relevant Swiss Property.

The Property
The Emmen Wohncentre Property is the largest furniture/interior design retail centre in Switzerland and is located in Emmen, near Lucerne.

Property Management
The Emmen Wohncentre Property is managed by EBV Immobilien AG under a management agreement with the Emmen Wohncentre Borrower.

Description of Tenants
The largest five tenants account for a combined 81.4 per cent. of in place rental income, with Migros, Coop, Conforama and their related entities contributing 43.9 per cent. of the Property’s in-place rental income.
Swisscom Loan

**LOAN INFORMATION**

<table>
<thead>
<tr>
<th>Balance (CHF)</th>
<th>Whole Loan</th>
<th>Senior Loan</th>
<th>Subordinate Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Balance:</td>
<td>98,100,000</td>
<td>80,954,569</td>
<td>17,145,431</td>
</tr>
<tr>
<td>Cut-Off Balance:</td>
<td>98,100,000</td>
<td>80,954,569</td>
<td>17,145,431</td>
</tr>
<tr>
<td>Projected Balance at Maturity:</td>
<td>90,742,500</td>
<td>74,882,977</td>
<td>15,859,523</td>
</tr>
</tbody>
</table>

- **Loan Purpose:** Acquisition
- **Funding Date:** 25th July, 2006
- **Maturity Date:** 20th October, 2013
- **Remaining Term:** 7.0 Years
- **Interest Type:** Floating (3-month CHF LIBOR subject to a 3.30% cap)
- **Loan Coupon:** 2.91%
- **Primary Loan Security:** 1st Ranking Mortgage
- **Governing Law:** German Law (Loan)/Swiss Law (Security)
- **Sponsor:** Michael Talmor
- **Borrower:** Kakuru Swiss AG.
- **Borrower Location:** Switzerland

**FINANCIAL INFORMATION**

<table>
<thead>
<tr>
<th>Purchase Price:</th>
<th>CHF 109,000,000 / € 68,403,289</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV:</td>
<td>CHF 113,000,000 / € 70,913,501</td>
</tr>
<tr>
<td>MV per Sq. m:</td>
<td>CHF 3,660 / € 2,297</td>
</tr>
<tr>
<td>VPV:</td>
<td>CHF 85,100,000 / € 53,404,770</td>
</tr>
<tr>
<td>ERV:</td>
<td>CHF 5,359,350 / € 3,363,277</td>
</tr>
<tr>
<td>Valuer:</td>
<td>DTZ Debenham Tie Leung (&quot;DTZ&quot;)</td>
</tr>
<tr>
<td>Date of Valuation:</td>
<td>12th September, 2006</td>
</tr>
<tr>
<td>Total Gross Rent:</td>
<td>CHF 5,859,106 / € 3,676,900</td>
</tr>
<tr>
<td>Gross Initial Yield:</td>
<td>5.2%</td>
</tr>
<tr>
<td>Net Income (U/W):</td>
<td>CHF 5,483,754 / € 3,441,347</td>
</tr>
<tr>
<td>Net U/W Initial Yield:</td>
<td>4.9%</td>
</tr>
</tbody>
</table>

**PROPERTY/TENANCY INFORMATION**

- **Property Type:** Office
- **No. of Properties:** 1
- **Property Location:** Switzerland
- **Year Built/Renovated:** 1974 / 1991
- **Tenure:** Freehold
- **Property/Asset Management:** SPG Intercity Zürich
- **Net Rentable Area: (sqm):** 30,876
- **No. of Rooms/Lettable Units:** N/A
- **Physical Occupancy:** 98.4%
- **Economic Occupancy:** 97.8%
- **Number of Tenants:** 22
- **Number of Leases:** 48
- **WA Lease Term:** 18.9 Years
- **Anchor/ Main Tenant/s:** Swisscom Immobilien AG
  - **Tenant Rating (F / M / S):** N/A
  - **(%) of Rentable Area:** 91.2%
  - **(%) of Gross Rent:** 96.6%

**FINANCIAL RATIOS (U/W)**

<table>
<thead>
<tr>
<th></th>
<th>Senior Loan</th>
<th>Whole Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICR</td>
<td>2.62x</td>
<td>1.92x</td>
</tr>
<tr>
<td>DSCR</td>
<td>2.62x</td>
<td>1.92x</td>
</tr>
<tr>
<td>EDY</td>
<td>7.3%</td>
<td>6.0%</td>
</tr>
<tr>
<td>LTV</td>
<td>Cut-off: 71.6%</td>
<td>Maturity: 66.3%</td>
</tr>
<tr>
<td></td>
<td>Cut-off: 86.8%</td>
<td>Maturity: 80.3%</td>
</tr>
<tr>
<td>LTVPV</td>
<td>95.1%</td>
<td>88.0%</td>
</tr>
</tbody>
</table>

**ADDITIONAL LOAN FEATURES**

- **Reserves:** Upfront Interest Shortfall Reserve: CHF 550,000 plus CHF 550,000 swept over the first two years of the loan term.
- **Covenants:** DSCR 1.00x
  - LTV 90%
- **Cash Trap:** DSCR 1.05x
- **Amortisation:** Year 1-2 (0.00%); Year 3-7 (1.50% per annum)

The Loan

The Swisscom Loan was originated by the Deutsche Bank Originator on 25th July, 2006. The Swisscom Loan is primarily secured by first ranking mortgages under Swiss law. The Swisscom Loan was granted for the purpose of financing the acquisition of the relevant Swiss Property.

The Borrower

The Swisscom Borrower was established in Switzerland and is structured as a limited liability company under Swiss law. The Swisscom Borrower was established for the purpose of acquiring the relevant Swiss Property.

The Property

The Swisscom Property is a purpose built, high specification collection/telecommunications centre property with 30,876 NRM² located in Zürich, Switzerland.

Property Management

The Swisscom Property is managed by SPG Intercity Zürich under a management agreement with the Swisscom Borrower.

Description of Tenants

The main tenant, accounting for approximately 96.6 per cent. of in-place rent, is Swisscom Immobilien AG, which is a subsidiary of Switzerland’s largest government-owned telecom provider. The Swisscom Group is Switzerland’s leading telecom company.
CERTAIN ADDITIONAL TERMS RELATING TO THE LOANS

The terms of the Loans described in this section of the Offering Circular are generic descriptions applicable to the Loans generally (save where the terms of specific Loans are referred to).

Interest Payment Dates

Interest on the Loans is, in each case, payable in arrear on a quarterly basis on the 20th day of January, April, July and October, subject to a business day convention (each a “Loan Interest Payment Date” and together the “Loan Interest Payment Dates”).

Prepayment of Principal

Under each of the Loan Agreements, the relevant Borrower may, under certain circumstances, make voluntary prepayments of principal and must, under certain circumstances, make mandatory prepayments of principal, each as further described below. Each Loan Agreement may provide for additional circumstances that allow or require a prepayment.

Prepayment Fees

If a Borrower makes a voluntary prepayment or a mandatory prepayment of the principal amount outstanding of a Loan, it may be required to pay certain prepayment fees to the lenders. However, as described further in this Offering Circular, no such prepayment fees will be retained by the Issuer or the Swiss Issuer, as applicable.

Prepayment fees are payable to the Facility Agent (for the account of the lenders) in the manner agreed in the relevant fee letter on the date of prepayment of any part of the relevant Loan, except for certain mandatory prepayments and where a voluntary prepayment is made in the circumstances set out in paragraph (b) below.

Voluntary Prepayment of Principal

A Borrower may make voluntary prepayments of the principal amount outstanding of the relevant Loan:

(a) in full or in part at the option of the Borrower, subject to certain notice provisions and certain minimum prepayment amounts that may differ from Loan to Loan; and

(b) except in the case of the DFK Portfolio Borrower, the Toom DIY Borrower and the Swisscom Borrower, in full, by notice to the Deutsche Bank Originator, if the Borrower is required to:

(i) deduct from any payment made in respect of the relevant Loan any amount for or on account of any tax, and is consequently required to “gross-up” a payment to the lenders so that the lenders under the relevant Loan Agreement receive a net amount equal to the amount they would have received but for such deduction; or

(ii) pay to the lenders any additional costs incurred by the lenders as a result of the lenders advancing funds under the relevant Loan Agreement, subject to such prepayments being in an amount sufficient to meet specified minimum prepayment thresholds and to certain other conditions that differ from Loan to Loan.

Any voluntary prepayment may be made on a Loan Interest Payment Date or, where the relevant Loan Agreement so allows, on any date, subject to payment of a break adjustment or a make whole adjustment as further described below.

Mandatory Prepayment of Principal

A Borrower must make a prepayment of the principal amount outstanding of the Loan in the certain circumstances including:

(a) in full or in part, as applicable, if it sells a Property; and

(b) in full, if it becomes unlawful for a lender to perform its obligations under the relevant Loan Agreement.

Property Manager

In respect of each Property, the relevant Borrower if required under the relevant Loan Agreement, has appointed a property manager (each a “Property Manager”) pursuant to a
property management agreement (each a “Property Management Agreement”), other than in the case of the Justizzentrum Property, which is an owner-managed property. Where a Property Management Agreement is in place, the relevant Property Manager if required under the relevant Loan Agreement, has entered into a duty of care agreement (each a “Duty of Care Agreement”) with, among others, the Deutsche Bank Security Trustee (and in the case of the Dresdner Office Portfolio Properties, the Helaba Security Trustee) pursuant to which the Property Manager gave performance and other undertakings directly to the Deutsche Bank Security Trustee (and in the case of the Dresdner Office Portfolio Properties, to the Helaba Security Trustee) in relation to its obligations under the relevant Property Management Agreement. However, there is no duty of care agreement in respect of the Emmen Wohncentre Loan.

Pursuant to the Property Management Agreement or the Duty of Care Agreement (as the case may be), the relevant Property Manager shall, among other things, collect all Rental Income due to the relevant Borrower into the relevant Borrower Rent Account or Property Management Account, as further described below.

**Bank Accounts**

The following sections apply to each Loan other than the Dresdner Office Portfolio Loan, the bank accounts in respect of which have been described in the loan summary at page 83 above.

**Key Accounts**

Pursuant to the Loan Agreements, each Borrower (and, in the case of the Treveria II Loan, the Treveria II Parent) must maintain the following bank accounts with banks acceptable to the relevant Facility Agent:

(a) an account (“Borrower Rent Account”) into which the following amounts are paid:

(i) all Rental Income less tenant contributions and other service charge expenses and any portion of rental payments attributable to VAT (“Net Rental Income”) together with any interest accrued thereon; and

(ii) all proceeds of loss of rent insurance.

Subject to:

(i) no default in respect of the relevant Loan having occurred that is outstanding; and

(ii) all repeating representations under the relevant Loan Agreement being correct and continuing to be correct immediately after the withdrawal,

on each Loan Interest Payment Date the relevant Loan Security Trustee or Facility Agent, as the case may be, will apply monies standing to the credit of the relevant Borrower Rent Account, after payment of fees, costs and expenses of the lenders, the loan security trustee and the facility agent, as applicable, to make payment of interest on and repayment of principal (where applicable) of the relevant Loan and will pay the surplus, if a cash sweep mechanic is applicable, to the Borrower Deposit Account or otherwise to the relevant Borrower General Account;

(b) a deposit account (“Borrower Deposit Account”) into which the following amounts, among others, are paid:

(i) all proceeds from the disposal of a Property in accordance with the relevant Loan Agreement, which will be applied in mandatory prepayment of the Loan;

(ii) certain insurance proceeds received in respect of any physical damage to any Property, which will be released in accordance with the relevant Loan Agreement, either to be applied towards the repair, restoration or reinstatement of the relevant Property or toward prepayment of the Loan as determined under the relevant Loan Agreement; and

(iii) any cash sweeps payable upon the breach by the Borrower of certain financial ratios (as further described below) or upon the occurrence of certain events described by the relevant Loan Agreement and differing from Loan to Loan;

(c) a current account (“Borrower General Account”) into which any surplus not otherwise required to be applied in accordance with the relevant Loan Agreement is paid.

Where Rental Income is collected by a Property Manager, the Property Manager operates an account (a “Property Management Account”) maintained by the Borrower into which all Rental

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Income in respect of the relevant Properties is collected and from which periodic payments of Net Rental Income are made to the Borrower Rent Account. The operation of the Property Management Account is governed by the Property Management Agreement and/or the Duty of Care Agreement (as applicable). The Property Manager and the Loan Security Trustee or the Facility Agent, as the case may be, have joint and several signing authority in respect of the Property Management Account.

**Reserve Accounts**

Several Loan Agreements provide for reserves to be maintained in separate accounts opened by the Borrower (each a “Reserve Account”), such reserves reflecting the characteristics of individual Loans. Funds standing to the credit of a Reserve Account may only be released from the relevant Reserve Account to be applied subject to certain conditions set out in the relevant Loan Agreement, which are designed to ensure that funds are applied solely toward the specific purpose for which the reserve was created, pursuant to the relevant Loan Agreement. No funds may be released from a Reserve Account upon or after the occurrence of an event of default in respect of the relevant Loan Agreement while such event of default is continuing. The purposes for which Reserve Accounts were established include funding deferred maintenance costs and agreed capital expenditure and discharging potential liabilities such as a landlords’ obligation to develop a Property in accordance with a redevelopment plan prescribed by a local authority.

**Signing Authority and Security over Accounts**

The relevant Loan Security Trustee or Facility Agent, as the case may be, has sole signing authority in respect of any Borrower Rent Account, Borrower Deposit Account and any Reserve Account. In respect of any Property Management Account, the relevant Loan Security Trustee or the relevant Facility Agent, as the case may be, and the relevant Property Manager have joint and several signing authority other than in the case of the Property Management Accounts in respect of the DFK Portfolio Loan, the Toom DIY Loan and the Swisscom Loan, for which the relevant Property Manager has sole signing rights, provided that upon the occurrence of an event of default under the relevant Loan Agreement, the Security Trustee will be authorised to operate the relevant Property Management Account.

The Borrower has sole signing authority in respect of its Borrower General Account, provided that, at any time while an event of default is continuing, the Loan Security Trustee or the Facility Agent, as the case may be, may (and is irrevocably authorised by the Borrower to) withdraw from, and apply amounts standing to the credit of, the Borrower General Account for any purpose in accordance with the relevant Loan Agreement.

Each Borrower has pledged all claims and rights relating to the relevant Borrower Rent Account, Deposit Account and any Reserve Account to the Loan Security Trustee, Facility Agent or, in respect of the Swiss Loans, the Swiss Originator, as the case may be, as security for the relevant Loan. In the case of the Jargo III Loan, the Jargo V Loan and the Edeka Retail Loan, the Property Management Accounts in respect of these Loans have also been pledged to the Loan Security Trustee as security for the relevant Loan.

**Account Bank Rating Requirement**

The Loan Agreements provide that the Borrower Rent Account, the Borrower Deposit Account, the Borrower General Account, any Property Management Account and any Reserve Account (together, the “Accounts”) must at all times be maintained with a bank or other financial institution that has short-term, senior, unsecured and unguaranteed debt ratings of at least “F1” by Fitch, “P-1” by Moody’s and “A-1” by S&P (although certain Loan Agreements require such bank or financial institution to meet higher minimum ratings criteria), any bank or other financial institution having such minimum ratings being an “Approved Bank”. Under the terms of the Loan Agreements, at any time that the relevant bank or financial institution at which an Account is held ceases to be an Approved Bank, the relevant Account must be moved to another institution that qualifies as an Approved Bank.

**Property Disposal**

The Borrowers are generally not permitted under the terms of the relevant Loan Agreement to dispose of the whole or any part of its assets. This restriction does not apply, however, to the disposal by a Borrower of its interest in a Property provided that certain conditions are met, including that the consideration for such disposal is an amount equal to the allocated loan amount.
of the relevant Property including a release premium which is prescribed by the relevant Loan Agreement, but differs from Loan to Loan (being the “Release Amount”).

Upon the sale of any Property, the relevant Borrower will pay the Release Amount into the Borrower Deposit Account in respect of the relevant Loan. On the Loan Interest Payment Date following the disposal of such Property, the proceeds of such sale deposited into that Borrower Deposit Account will be applied in mandatory prepayment of principal amounts outstanding under the relevant Loan Agreement.

Financial Covenants
Each of the Loan Agreements contains one or more of the following financial covenants in respect of certain financial ratios (in each case, as calculated in accordance with the relevant Loan Agreement):

(a) a covenant to ensure that the debt service cover ratio does not fall below a certain threshold set out in the relevant Loan Agreement, where the debt service cover ratio is the ratio of the projected debt service payments in respect of the relevant Loan and the projected net rental income generated by the relevant Properties;

(b) a covenant to ensure that the interest cover ratio will not fall below a certain threshold set out in the relevant Loan Agreement, where the interest cover ratio is the ratio of projected interest payments under the Loan Agreement and the projected net rental income generated by the relevant Properties; and

(c) a covenant to ensure that the loan to value ratio in respect of the relevant Loan does not exceed a certain threshold set out in the relevant Loan Agreement, where the loan to value ratio is the ratio of the outstanding principal amount of the relevant Loan and the value of the relevant Property or Properties.

The Loan Agreements provide for certain minimum or maximum thresholds for each relevant financial covenant ratio. Breach of such threshold value will either constitute an event of default under the relevant Loan Agreement or trigger a cash sweep, depending on the amount by which the threshold has been breached. Certain of the Loan Agreements provide for certain cure rights by the Borrower, allowing the Borrower to prepay part of the relevant Loan or provide a deposit in order to ensure compliance with the financial covenant, though the number of times such cure rights can be exercised is typically limited.

Where a cash sweep (if any) is triggered, the relevant Loan Agreement provides that any surplus in the relevant Borrower Rent Account will not be paid to the Borrower General Account, but will instead be transferred to the relevant Borrower Deposit Account. Surplus amounts so credited to a Borrower Deposit Account will be released to the Borrower, upon certain conditions (as set out in each Loan Agreement) being satisfied, including, generally, that:

(a) no default is outstanding under the Loan Agreement at the time of release; and

(b) no other cash sweep event has occurred or is outstanding; and

(c) there has been no breach of a financial covenant, as at the previous two Loan Interest Payment Dates.

Insurance
The following section applies to each Loan other than the Dresdner Office Portfolio Loan, the insurance arrangements in respect of which have been described above.

Each Borrower undertakes in the relevant Loan Agreement to effect or procure that the following types of insurance cover are in place:

(a) all risks insurance of the relevant Property, including fixtures and improvements, on a full reinstatement basis, including insurance against loss of rent for a period of:

(i) not less than two years, in the case of the Toom DIY Loan, the DFK Portfolio Loan and the Swisscom Loan; and

(ii) not less than three years, in the case of all other Loans;

(b) third party liability insurance at a level commensurate with the transactions contemplated by the relevant Loan Agreement;
other than in respect of the Jargo III Borrower, the Petruswerk MF Borrower, the Jargo V Borrower, the Emmen Wohncentre Borrower and the Swisscom Borrower, insurance against acts of terrorism affecting the relevant Property or Properties; and

such other insurance as a prudent businessman in the same business as the Borrower would effect in respect of the relevant Property or Properties.

In addition, each Borrower (other than the Petruswerk MF Borrower) undertakes in the relevant Loan Agreement to ensure that each insurance policy contains (if commercially available):

(i) a standard mortgagee clause which has the effect of ensuring that the policy of insurance will not be invalidated as against the Loan finance parties as a result of any act or omission on the part of any insured party or any circumstance beyond the control of an insured party; and

(ii) terms providing that it will not, so far as any lender is concerned, be invalidated for failure to pay any premium due without the insurer first giving to the relevant Loan Security Trustee not less than 14 days’ (and in one case 10 days’) notice in writing.

Each Borrower further undertakes in the relevant Loan Agreement:

(i) to use all reasonable endeavours to ensure that the lender receives any information in connection with the insurances, and copies of each insurance policy, which the lender may reasonably require;

(ii) notify the relevant Loan Security Trustee or Facility Agent, as the case may be, of any renewal and variation or cancellation of any insurance policy made or, to the knowledge of the Borrower, threatened or pending;

(iii) not do or permit anything to be done which may make void or voidable any insurance policy; and

(iv) to ensure that all insurance policies are placed with insurers that have a long-term, unsecured, unsubordinated and unguaranteed financial strength or debt rating of “A” (or better) by Fitch, “A2” (or better) by Moody’s and “A” (or better) by S&P and is otherwise acceptable to the lender.

If a Borrower fails to comply with any of its insurance related obligations, the lender may, at the expense of the relevant Borrower, effect any insurance and take such other action as the Facility Agent or the Loan Security Trustee (as the case may be) may reasonably consider necessary or desirable to prevent or remedy any breach of the relevant Borrower’s obligations relating to insurance.

**Borrowers’ Representations and Warranties**

Each of the Loan Agreements contains various representations and warranties given by the Borrowers to the relevant lenders. These representations and warranties were given on the date of the relevant Loan Agreements and are, in general, deemed to have been repeated on the date the relevant Borrower sought to draw amounts under the relevant Loan Agreement, on the date the relevant Borrower actually drew funds under the Loan Agreement, and on each Interest Payment Date, in each case by reference to the facts and circumstances then prevailing.

The representations and warranties contained in the Loan Agreements generally include statements to the following effect (though certain variations exist in relation to specific loans):

(a) that each Borrower is duly organised, incorporated or registered, as the case may be, and is validly existing under the laws of its jurisdiction of organisation, incorporation or registration;

(b) that each Borrower has the power and authority to own its assets and enter into, perform and deliver and has taken all necessary action to authorise the entry into, performance and delivery of the relevant Loan documentation;

(c) no default is continuing or might reasonably be expected to result from the making of the Loans and, subject in certain cases, to the best of the Borrower’s knowledge and belief, there is no litigation or other proceedings current, pending or threatened which if adversely determined might have a material adverse effect on the performance of its obligations in respect of the Loans;
(d) all information provided to the Originator or Originators in connection with the relevant Loan Agreement and related finance documents are true and accurate in all material respects as at its date or, if appropriate, as at the date which it is stated to be given and it has not omitted to supply any information which, if disclosed, would be reasonably expected to make any information provided to the Originator or Originators untrue or misleading in any material respect;

(e) that it is the sole registered owner of, and has good and valid title to, the Property or Properties, as the case may be, free from any adverse interests or encumbrances save as disclosed in the relevant report on title or property report delivered as a condition precedent under the relevant Loan Agreement or, in respect of certain of the German Properties, that a priority notice of conveyance (Auflassungsvormerkung) has been registered in favour of the relevant Borrower and that upon payment of the purchase price, the current owner will transfer title to the relevant Property to the relevant Borrower and the relevant Borrower will be registered as sole owner of, and will have good and valid title to, the relevant Property or Properties, free from any adverse interests or encumbrances save as any security created pursuant to the relevant Loan Agreement and related security documents and save as encumbrances registered in division II of the land register as disclosed in the relevant report on title;

(f) the security conferred by the security documents relating to the relevant Loan constitutes or will constitute, except as otherwise permitted under the Loan Agreements, a first priority security interest of the type referred to in the relevant Security Document; and

(g) since the date of its organisation, incorporation or registration, except as otherwise disclosed in this Offering Circular in relation to the Dresdner Office Portfolio Borrower under the Dresdner Office Portfolio Loan and the ECP MF Portfolio Borrower under the ECP Loan, it has no employees and has not traded or carried on any business except for the ownership, management and development of its interests in the Property or Properties acquired by it and other ancillary matters that would reasonably be considered to be in the ordinary course of business for an owner of a property similar to the relevant Property or Properties.

Undertakings

Each Borrower also gives various undertakings in the relevant Loan Agreement applicable to that Borrower (though certain variations exist in relation to specific loans). The undertakings include the following:

(a) to provide annual audited financial statements for each financial year and, if they are produced, bi-annual financial statements for half of each financial year;

(b) promptly, to inform the relevant facility agent of the occurrence of any event of default under the relevant Loan Agreement or any event or circumstance which would be the event of default and the steps, if any, being taken to remedy it;

(c) not to create or permit to subsist any security over any of its assets, other than any security permitted by the relevant Loan Agreement or any security disclosed to the relevant Loan Security Trustee or, in the case of the Swiss Loans, the Swiss Originator, as applicable, prior to the date of the relevant Loan Agreement or arising by operation of law and the Related Security;

(d) not to sell, transfer, grant or lease or otherwise dispose of all or any part of its assets other than as permitted by the relevant Loan Agreement, any disposal of a fixture or fitting comprising part of a Property that is ancillary to the operation of that property, provided that such asset is being replaced by another asset of similar or better quality or any disposal permitted under a Security Document;

(e) other than the Dresdner Office Portfolio Borrower, not to carry on any business other than the ownership, management, development or disposal of its interests in the Property or Properties owned by it and other ancillary matters that would reasonably be considered to be in the ordinary course of business for an owner of a similar property; and
(f) to insure the Property or Properties against the risk of damage or destruction, third party liabilities and such other risks as a prudent owner of similar properties would insure against, including insurance against loss of rent for a period of not less than three years.

The undertakings of each of the Borrowers are binding for as long as any amount is outstanding under the relevant Loan Agreement.

Events of Default

The Loan Agreements contains various events of default (each a “Event of Default” and together the “Events of Default”) entitling the original lender to demand immediate payment of all amounts owing under the Loan Agreements. The Events of Default generally include the following:

(a) the failure to pay on the due date any amount due under the Loan documentation;
(b) breach of certain other obligations under the Loan documentation;
(c) any representation, warranty or statement made or repeated in connection with any Loan documentation is incorrect when made or deemed to be made;
(d) the Borrower, as applicable, is deemed to be insolvent or unable to pay its debts as they fall due, or, other insolvency related acts or events occur in respect of that Borrower;
(e) any expropriation, attachment, sequestration, distress or execution or any analogous event affects any of the assets subject to security created by the Loan security documentation and is not discharged within the time period stipulated in the relevant Loan Agreement; and
(f) the Borrower, as applicable, ceases or threatens to cease, to carry on all or a substantial part of its business.

Certain of the Events of Default are subject to applicable cure or grace periods.

Break Adjustments

Upon any prepayment in respect of a Loan and in certain other circumstances, a “Break Adjustment” will be determined by the relevant lender by reference to the amount that would be payable by the relevant Borrower or lender, as applicable, on the early cancellation, in whole or in part, of the Notional Hedge Transaction, as if the Notional Hedge Transaction had existed between that lender and the relevant Borrower.

If the amount determined pursuant to the paragraph above would be:

(a) payable by the relevant Borrower, then the amount required to be paid to the relevant lender on such prepayment or repayment or in certain other circumstances shall be increased by such amount; or

(b) payable by the relevant lender, then the amount required to be paid to that lender on such prepayment or repayment or on the occurrence of a default shall be decreased by such amount.

“Notional Hedge Transaction” means, in this context, a form of interest rate swap confirmation that is annexed to each Loan Agreement whereby a lender and the relevant Borrower are deemed to have undertaken that (a) the Borrower will pay a fixed rate of interest equal to the rate determined in accordance with the relevant Loan Agreement; and (b) that such lender will pay a floating rate of interest (including any margin) in the currency of the relevant Loan advanced under the corresponding Loan Agreement.
SALE OF ORIGINATED ASSETS

Asset Transfer Agreements

On the Closing Date:

(a) the Deutsche Bank Originator will enter into an agreement with, among others, the Issuer and Citibank pursuant to which the Deutsche Bank Originator will agree to sell to the Issuer the Treveria II Acquired Loan and Deutsche Bank AG, London Branch, as the relevant German Security Trustee, will transfer to the Issuer and Citibank pro rata in equal shares, the relevant non-accessory German Related Security (the “Treveria II Loan Sale Agreement”) and another agreement (the “Treveria II Security Transfer Agreement”) with, among others, the Issuer and Citibank pursuant to which the Issuer and Citibank in turn will re-transfer the relevant non-accessory German Related Security to Deutsche Bank AG, London Branch, as the relevant German Security Trustee, to hold on trust for the benefit of the Issuer and Citibank, jointly;

(b) the German Originators will enter into an agreement with, among others, the Issuer, pursuant to which the Deutsche Bank Originator and, in the case of the Dresdner Office Portfolio Acquired Loan, the Helaba Originator together with the Deutsche Bank Originator, will agree to sell to the Issuer the German Loans (other than the Treveria II Acquired Loan) and the relevant German Security Trustees will transfer to the Issuer or, in respect of the Dresdner Office Portfolio Loan, to the Issuer and the Deco 9 Issuer pro rata in equal shares, the relevant non-accessory German Related Security (the “German Loan Sale Agreement” and, together with the Treveria II Loan Sale Agreement, the “German Loan Sale Agreements”) and another agreement (the “German Security Transfer Agreement”, and together with the Treveria II Security Transfer Agreement, the “German Security Transfer Agreements”), and another agreement (the “German Loan Sale Agreements”), and another agreement (the “German Security Transfer Agreement”, and together with the Treveria II Security Transfer Agreement, the “German Security Transfer Agreements”), and together with the German Loan Sale Agreements, the (“German Asset Transfer Agreements”) with, among others, the Issuer, pursuant to which the Issuer or, in respect of the Dresdner Office Portfolio Loan, the Issuer and the Deco 9 Issuer, will, in turn, re-transfer the relevant non-accessory German Related Security to Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main, as the German Security Trustee in respect of the Dresdner Office Portfolio Loan, or to Deutsche Bank AG, London Branch, as the German Security Trustee in respect of the other German Loans;

(c) the Dutch Originator and the Dutch Security Trustee will enter into an agreement with, among others, the Issuer, pursuant to which the Dutch Originator will agree to transfer to the Issuer the Dutch Loan and the Dutch Security Trustee will agree to transfer with the parallel debt owed to it by the Dutch Borrower (the “Dutch Loan Sale Agreement”) and the Dutch Security Trustee will enter into another agreement with among others, the Issuer, pursuant to which it will agree to transfer to the Issuer the Dutch Related Security constituting the security for the parallel debt to the extent that such security does not transfer to the Issuer by operation of law pursuant to the transfer of the Dutch Assets contemplated by the Dutch Loan Sale Agreement (the “Dutch Security Transfer Agreement” and together with the Dutch Loan Sale Agreement, the “Dutch Asset Transfer Agreements”); and

(d) the Swiss Originator and the Swiss Security Agent will enter into an agreement with, among others, the Swiss Issuer pursuant to which the Swiss Originator will agree to sell to the Swiss Issuer the Swiss Loans (the “Swiss Loan Sale Agreement”) and another agreement with among others, the Swiss Issuer, pursuant to which the Swiss Originator and, in the case of the Swisscom Loan, the Swiss Security Agent will agree to transfer to the Swiss Issuer the Swiss Related Security (the “Swiss Security Transfer Agreement” and together with the Swiss Loan Sale Agreement, the “Swiss Asset Transfer Agreements”).

The German Asset Transfer Agreements, the Dutch Asset Transfer Agreements and the Swiss Asset Transfer Agreements are together referred to in this Offering Circular as the “Asset Transfer Agreements”.

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Sale of the German Loans and German Related Security

Consideration

The purchase price payable by the Issuer to the German Originators in respect of the German Loans and related German Related Security will be €827,670,099, a sum approximately equal to the outstanding principal amount of the German Loans on the Cut-Off Date. This amount will be paid by the Issuer to the German Originators on the Closing Date using part of the proceeds of the issuance of the Notes. Any interest received by the Issuer from a German Borrower which represents interest accrued on a German Loan until (but excluding) the Closing Date (the “German Originators’ Accrued Interest”) will not be purchased by the Issuer and will be paid by the Issuer to the relevant German Originator immediately upon receipt. It will not, therefore, form part of the funds which are available to the Issuer to make payments due to, among others, the Noteholders. There will be no further or other consideration payable by the Issuer to the German Originators in respect of the relevant German Loans and German Related Security other than the deferred consideration payable under the German Asset Transfer Agreements. The deferred consideration is made up of prepayment fees paid in respect of the German Loans and any swap breakage payments made by the Swap Provider to the Issuer under the Swap Agreement (save insofar as the swap breakage payments are applied under the relevant Loan Agreements to reduce the liabilities of the Borrower or to obtain a replacement swap transaction, as described in this Offering Circular).

Transfer and Perfection

The transfer of title to the relevant German Loans and non-accessory German Related Security will be (as the case may be) effected, to the extent applicable, under the German Asset Transfer Agreements by novation by way of execution of a transfer certificate in the form provided by the relevant German Loan Agreement and, in respect of the relevant non-accessory German Related Security, the German Security Transfer Agreement. The transfer of title in respect of the Dresdner Office Portfolio Acquired Loan, Petruswerk MF Loan, the DFK Portfolio Loan, the ECP MF Portfolio Loan and the Toom DIY Loan will involve the assignment of the German Originators’ or German Originator’s rights, title and interest in respect thereof and not the novation of its rights and obligations.

Further Assurances

In addition, the German Originators have undertaken, under the German Asset Transfer Agreements, to do all acts and things and to execute such other documents as may be requested by the Issuer and the Issuer Security Trustee to perfect the title of the Issuer to the relevant German Loans and German Related Security.

Sale of the Dutch Loan and Dutch Related Security

Consideration

The purchase price payable by the Issuer to the Dutch Originator in respect of the Dutch Loan and Dutch Related Security will be €67,762,500, a sum approximately equal to the outstanding principal amount of the Dutch Loan on the Cut-Off Date. This amount will be paid by the Issuer to the Dutch Originator on the Closing Date using part of the proceeds of the issuance of the Notes. Any interest received by the Issuer from the Dutch Borrower which represents interest accrued on the Dutch Loan until (but excluding) the date on which such Dutch Loan has been acquired by the Issuer (the “Dutch Originator’s Accrued Interest”) will not be purchased by the Issuer and will be paid by the Issuer to the Dutch Originator immediately upon receipt. It will not, therefore, form part of the funds which are available to the Issuer to make payments due to, among others, the Noteholders. There will be no further or other consideration payable by the Issuer to the Dutch Originator in respect of the Dutch Loan and the Dutch Related Security other than the deferred consideration payable under the Dutch Asset Transfer Agreements. The deferred consideration is made up of prepayment fees paid in respect of the Dutch Loan and any swap breakage payments made by the Swap Provider to the Issuer under the Swap Agreement (save
insofar as such amounts are applied under the relevant Loan Agreement to reduce the liabilities of the Borrower or to obtain a replacement swap transaction, as described in this Offering Circular).

**Transfer and Perfection**

The transfer of title to the Dutch Loan (other than the parallel debt owed to the Dutch Security Trustee by the Dutch Borrower) will be effected under the Dutch Loan Sale Agreement by way of novation by execution of a transfer certificate in the form provided by the Dutch Loan Agreement. In the case of the parallel debt owed to the Dutch Security Trustee by the Dutch Borrower and the Dutch Related Security therefor, the transfer of title therein will involve the assignment of the Dutch Security Trustee’s right, title and interest in respect thereof and not the novation of its rights and obligations.

**Further Assurances**

In addition, the Dutch Originator has undertaken, under the Dutch Loan Sale Agreement, to do all acts and things and to execute such other documents as may be requested by the Issuer and the Issuer Security Trustee to perfect the title of the Issuer to the Dutch Loan and Dutch Related Security.

**Sale of the Swiss Loans and Swiss Related Security**

**Consideration**

The purchase price payable by the Swiss Issuer to the Swiss Originator in respect of the Swiss Loans and Swiss Related Security will be CHF 293,400,000 a sum approximately equal to the outstanding principal amount of the Swiss Loans on the Cut-Off Date. This amount will be paid by the Swiss Issuer to the Swiss Originator on the Closing Date using the proceeds of the issuance of the Swiss Senior Notes. Any interest received by the Swiss Issuer from a Swiss Borrower which represents interest accrued on the Swiss Loans until (but excluding) the date on which the Swiss Loans have been acquired by the Swiss Issuer (the “Swiss Originator’s Accrued Interest”) will not be purchased by the Swiss Issuer and will be paid by the Swiss Issuer to the Swiss Originator immediately upon receipt. It will not, therefore, form part of the funds which are available to the Swiss Issuer to make payments due to, among others, the Issuer in respect of the Swiss Senior Notes. There will be no further or other consideration payable by the Swiss Issuer to the Swiss Originator in respect of the Swiss Loans and Swiss Related Security other than deferred consideration payable under the Swiss Asset Transfer Agreements. The deferred consideration is made up of prepayment fees paid in respect of the Swiss Loans.

**Transfer and Perfection**

The transfer of title to the Swiss Loans and Swiss Related Security will be effected under the Swiss Asset Transfer Agreements.

**Further Assurances**

In addition, the Swiss Originator has undertaken, under the Swiss Asset Transfer Agreements, to do all acts and things and to execute such other documents as may be requested by the Swiss Issuer and the Issuer Security Trustee to perfect the title of the Issuer to the Swiss Loans and Swiss Related Security.

**Originators’ Representations and Warranties**

None of the Issuer or the Issuer Related Parties (with respect to the German Loans, the relevant German Related Security, the Dutch Loan and the Dutch Related Security), or the Swiss Issuer or the Swiss Issuer Related Parties (with respect to the Swiss Loan and Swiss Related Security) has made or will make any of the enquiries, searches or investigations which a prudent purchaser of similar assets would normally make, nor has any such entity made any enquiry at any time in relation to compliance by the relevant Originator with its lending criteria or the legality, validity, perfection, adequacy or enforceability of the relevant Originated Assets or the transfer thereof pursuant to the relevant Asset Transfer Agreement.
In relation to all of the foregoing matters, the Issuer will, in relation to the German Loans, the relevant German Related Security, the Dutch Loan and the Dutch Related Security, rely on the representations and warranties given by the German Originators in the German Asset Transfer Agreements and the Dutch Originator in the Dutch Asset Transfer Agreements and the Swiss Issuer will, in relation to the Swiss Loan and Swiss Related Security, rely on the representations and warranties given by the Swiss Originator in the Swiss Asset Transfer Agreements.

If there is a material breach of any representation or warranty (a description of the more significant of which is set out below) set out in any of the Asset Transfer Agreements in relation to any of the Originated Assets and such breach is not capable of remedy or, if capable of remedy, has not been remedied within 60 days (or such longer period not exceeding 90 days as the Issuer or Issuer Servicer, or Swiss Issuer or Swiss Issuer Servicer, as applicable, may agree), the relevant Originator will be obliged, if required by the Issuer or the Swiss Issuer, as the case may be, to repurchase the Originated Asset, for an aggregate amount equal to the outstanding principal amount under the relevant Loan together with interest accrued (but not yet payable) and costs, up to, but excluding, the date of the repurchase, such costs to include any swap breakage costs payable by the Issuer as a result of any early termination of a Swap Transaction which results from such repurchase. The Issuer or the Swiss Issuer, as the case may be, will have no other remedy in respect of such a breach unless the relevant Originator fails to purchase the Originated Asset, in accordance with the relevant Asset Transfer Agreement, as applicable.

The representations and warranties to be given by each Originator in the Asset Transfer Agreements will include statements to the following effect, though such statements will, as appropriate, vary from Asset Transfer Agreement to Asset Transfer Agreement:

(a) the Originator is the absolute owner of the relevant Originated Assets free from encumbrances;
(b) each of the relevant Properties is situated in Germany, The Netherlands or Switzerland, as the case may be;
(c) each of the relevant Properties constitute investment properties and are let predominantly for commercial or multi-family use, as the case may be;
(d) each Borrower has good and valid title to the relevant Properties, free of any material title defects;
(e) (i) each Loan constitutes the valid and binding obligation of, and is enforceable against the relevant Borrower; and
(ii) the related mortgage over the relevant Property constitutes a legal, valid, enforceable and binding first ranking security interest over the Property to which such mortgage relates (subject only to any relevant registrations or receipt of certificates);
(f) the Originator has not received any written notification of any material encumbrance affecting its title to any of the relevant Originated Assets;
(g) to the best of the Originator’s knowledge after using reasonable endeavours to ensure the same, each relevant Property is insured by an insurance policy maintained by the relevant Borrower or another person with an interest in the Property in an amount which is equal to or greater than its reinstatement value;
(h) the Originator has not received any notice that any insurance policy relating to any relevant Property is about to lapse on account of failure to pay the insurance premium thereunder;
(i) none of the provisions of any Originated Asset have been waived, altered or modified in any material respect since it was entered into except as set out in the documentation relating to the relevant Originated Asset;
(j) the Originator has kept or has caused to be kept full and proper accounts, books and records showing all transactions, payments, receipts and other relevant information relating to the Originated Assets which are complete and accurate in all material respects, all such accounts, books and records being fully up to date and kept by, or to the order of, the Originator;
(k) each of the Originated Assets arose from the ordinary course of the Originator’s commercial secured lending activities;
prior to the date of the origination of each Loan, to the best of the Originator’s knowledge, that Loan and any relevant Related Security and the circumstances of the relevant Borrowers and Obligors satisfied, in all material respects, the lending criteria of the Originator so far as applicable, subject to such variations or waivers as would, as at that date, have been acceptable to a reasonably prudent lender of money secured on commercial property;

the Originator is not aware of the bankruptcy, insolvency, liquidation, receivership or administration (or equivalent procedure) in respect of any Borrower;

prior to originating the Originated Assets, the Originator carried out all material investigations, searches and other actions and made such enquiries about title to the relevant Properties as a reasonably prudent lender of money secured on commercial or multi-family real property (as applicable) in the relevant jurisdiction would make. No information was revealed by any such investigations, searches or action which would have led a reasonably prudent lender in the relevant jurisdiction to decline to originate any of the Originated Assets;

each Originated Asset is governed by English law, German law, Jersey law, Luxembourg law, Dutch law or Swiss law, as the case may be;

the Originator is not aware of any material default, material breach or material violation in respect of any of the Originated Assets which has not been remedied, cured or waived;

the Originator has performed, in all material respects, all of its obligations under or in connection with the Originated Assets as such obligations have fallen due for performance and, so far as it is aware, no Borrowers have taken or have threatened to take any action against the Originator for material failure on the part of the Originator to perform any such obligation;

no Originated Asset has been discharged, terminated, redeemed, cancelled, or repudiated and neither the Originator nor any Borrower has expressed any intention to do so;

each Originated Asset may be validly transferred by the Originator to the Issuer, or the Swiss Issuer, as the case may be;

the Originator has not received any notice of any default, for failure or the like, of any occupational lease granted in respect of any relevant Property or the insolvency of any tenant of any such Property which would, in any case, render the relevant Property unacceptable as security;

each of the relevant Properties securing a loan were valued by a qualified surveyor or valuer appointed by the Originator and independent from the Originator; and

prior to the origination of each Loan, the Originator carried out all material searches and other actions that a prudent commercial lender would undertake to establish and confirm that, to the best of the Originator’s knowledge, no Borrower nor obligor has any material assets or liabilities (other than liabilities fully subordinated pursuant to subordination agreements) save in relation to the Properties which constitute security for the relevant Loans.

In addition to the above representations and warranties, each Originator has provided additional representations and warranties which are specific to each of the relevant jurisdictions or qualified representations and warranties in respect of specific Loans.

Each of the representations and warranties made by the Originators are qualified by any relevant matter described in this Offering Circular in connection therewith.
THE SWISS ISSUER AND THE SWISS NOTES

The Swiss Issuer

DECO – PE4 Swiss AG is the Swiss Issuer. The Swiss Issuer is a company (Aktiengesellschaft) incorporated in Switzerland on 19th October, 2006, registered in the commercial register (Handelsregister) of the Canton of Zürich with registered number CH-020.3.030.289-7.

The registered office of the Swiss Issuer is at c/o Treureva AG, Muehlebachstraße 25, 8008 Zürich.

Under the Swiss Issuer’s constitutional documents, the purpose for which the Swiss Issuer is established includes, among other things, the acquisition and management of financial assets and the financing thereof by any applicable means including the issue of notes, including the Swiss Senior Notes and the Swiss Subordinated Notes, together with related activities ancillary thereto. Since the date of its incorporation, the Swiss Issuer has not engaged in any activity other than those permitted under its constitutional documents, nor has it traded, made any profits or losses or paid any dividends.

The Swiss Issuer is not, and has not been, involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Swiss Issuer is aware) which may have, or have had, since the date of its incorporation, a significant effect on the Swiss Issuer’s financial position.

The Swiss Issuer has entered into a number of contracts in connection with the issue of the Swiss Senior Notes, the acquisition of the Swiss Assets and for the provision of administrative, secretarial, legal and tax services to it.

The capitalisation and indebtedness of the Swiss Issuer as at the date of this Offering Circular is as follows:

The Swiss Issuer has an issued share capital of CHF100,000 and a surplus of CHF50,000. The share capital is divided into 100 registered shares with a par value of CHF1,000 each. All shares of the Swiss Issuer are fully paid up and issued. Each share is entitled to one vote.

There is no authorised or conditional share capital.

Resolutions are passed and elections are determined at the annual general meeting by an absolute majority of shares, except for the following resolutions which, according to the articles of incorporation of the Swiss Issuer, need the consent of all shareholders of the Swiss Issuer:

(a) amendment to the articles of incorporation (including decisions that result in a de facto change of the company’s purpose);
(b) sale of all or a considerable part of the assets, if this leads to a de facto liquidation of the company;
(c) in all cases as required by mandatory rules of Swiss law;
(d) changes to the restrictions on the transferability of registered shares and the alleviation or revocation of such restrictions;
(e) conversion of bearer shares to registered shares;
(f) increase of the company’s share capital; and
(g) change of the company’s domicile.

The current shareholders of the Swiss Issuer are:

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>Shareholding (per cent.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>selopa ag</td>
<td>33</td>
</tr>
<tr>
<td>Kaspar Hofman</td>
<td>1</td>
</tr>
<tr>
<td>CFMB GmbH</td>
<td>66</td>
</tr>
</tbody>
</table>

The shareholders have entered into a shareholders’ agreement pursuant to which they have given undertakings to each other to take such steps as are required to give effect to the transactions as described in this Offering Circular. A sale of shares in breach of the shareholders’
agreement would not be void. A transfer of shares would, however, in any case be subject to the restrictive transfer provisions of the Swiss Issuer's articles of incorporation.

The sole director of the Swiss Issuer is Kaspar Hofmann.

The contractual creditors of the Swiss Issuer have agreed that, in respect of amounts payable by the Swiss Issuer under the Transaction Documents to which it is a party, they shall only have recourse against the Swiss Issuer if and to the extent that the Swiss Issuer has funds available for such purpose after any and all other obligations of the Swiss Issuer which have a higher ranking in accordance with the Swiss Issuer's priority of payments have been paid or provided for in full.

The Swiss Issuer has no outstanding indebtedness, though it will issue the Swiss Senior Notes and the Swiss Subordinated Notes.

PricewaterhouseCoopers, Zürich has been appointed by the Swiss Issuer as its statutory auditor. No statutory financial statements of the Swiss Issuer have been drawn up and audited for any period since its establishment.

**General provisions applicable to the Swiss Senior Notes**

The Swiss Senior Notes will be issued on the Closing Date in an aggregate principal amount of CHF 228,407,679. The Swiss Senior Notes will be issued in certificated form with its terms and conditions attached. Title to the Swiss Senior Notes will pass upon endorsement of the Swiss Senior Notes effecting such transfer.

The Issuer will subscribe for the Swiss Senior Notes on the Closing Date out of a portion of the proceeds raised from the issue of the Notes, pursuant to a subscription agreement between it and the Swiss Issuer.

The amount of interest paid and principal repaid in respect of the Swiss Senior Notes on any Swiss Note Interest Payment Date is dependent upon the amount of interest and principal paid and repaid in respect of the Swiss Loans in the collection period immediately preceding such Swiss Note Interest Payment Date, as well as upon the expenses of the Swiss Issuer which are met out of cash-flow received in respect of the Swiss Loans in accordance with the Swiss Issuer Priority of Payments.

The Swiss Senior Notes will not be the obligation or responsibility of any person other than the Swiss Issuer. In particular, but without limitation, the Swiss Senior Notes will not be the obligation or responsibility of, or be guaranteed by the Swiss Originator, any of the Swiss Issuer Related Parties or any of their respective affiliates and none of such persons accepts any liability whatsoever in respect of any failure by the Swiss Issuer to make payments of any amounts due in respect of the Swiss Senior Notes.

**Summary of Terms and Conditions of the Swiss Senior Notes**

The primary terms and conditions of the Swiss Senior Notes are set out below.

**Form, Denomination and Title**

Title to the Swiss Senior Notes will pass upon endorsement of the Swiss Senior Notes by the transferee. The Swiss Issuer may treat the specified holder of the Swiss Senior Notes (the "Swiss Noteholder") as the absolute owner for all purposes.

**Transfers**

Prior to the enforcement of the Issuer Security, it is anticipated that only the Issuer will be the Swiss Noteholder in respect of the Swiss Senior Notes. Following enforcement of the Issuer Security with respect to the Swiss Senior Note, the Swiss Senior Notes may be transferred (subject to the restrictions contained in the Swiss Senior Note Subscription Agreement) in whole or in part by the transferor depositing the Swiss Senior Notes certificates for endorsement in respect of such transfer with the Swiss Issuer Corporate Services Provider, with a duly completed form of transfer. Upon such receipt, the Swiss Issuer Corporate Services Provider will authenticate and deliver a new certificate to the transferee for the appropriate principal amount and maintain a record of the transfer of the Swiss Senior Notes or will otherwise procure that such actions are taken by the Swiss Issuer.

The Swiss Issuer will (subject to the restrictions contained in the Swiss Senior Note Subscription Agreement) fully cooperate with the Swiss Noteholder in facilitating a permissible...
transfer of the Swiss Senior Notes, including obtaining any registrations which may be required
under any applicable securities laws.

No Security and Events of Default

There is no specific securitisation law in Switzerland. As such, the Swiss Senior Notes will be
constituted in accordance with general principles of Swiss law. The Swiss Senior Notes will be an
unsecured obligation of the Swiss Issuer. The Issuer, as holder of the Swiss Senior Notes, will
therefore have neither a security interest in nor any other rights in respect of the Swiss Assets.
However, as the Swiss Assets are the only assets of the Swiss Issuer and, therefore, the only
source of funds from which the Swiss Issuer can meet its payment obligations under the Swiss
Senior Notes, the Swiss Issuer will covenant in the terms and conditions of the Swiss Senior Notes
that it will exercise its powers and enforce its rights in respect of the Swiss Assets in a manner
which is consistent with achieving the maximisation of the proceeds of the Swiss Assets and that it
will not act in a manner which is prejudicial to the interests of the holders of the Swiss Senior Notes.

The obligation to repay the principal amount outstanding in respect of the Swiss Senior Note
can be accelerated by the Swiss Noteholder following the occurrence of an event of default under
the terms and conditions of the Swiss Senior Notes. Such an event of default will occur if:

(a) subject to it having funds available for this purpose, the Swiss Issuer defaults for a
period of five days in the payment of any amount of interest on or the repayment of any
amount of principal of the Swiss Senior Notes;

(b) subject to grace or cure periods, the Swiss Issuer defaults in the performance or
observance of any obligations under the terms and conditions of the Swiss Senior Notes
or any of the transaction documents to which the Swiss Issuer is a party; and

(c) certain insolvency related events occur in respect of the Swiss Issuer.

Interest

Interest on the Swiss Senior Notes shall be payable on each Swiss Note Interest Payment
Date on an available funds basis, in an amount equal to all amounts credited to the Swiss Issuer
Transaction Account pursuant to sub-paragraph (c) of the Swiss Available Interest Receipts Priority
of Payments on such date. Swiss Available Interest Receipts applied in accordance with the Swiss
Available Interest Receipts Priority of Payments will, for the avoidance of doubt, include all
amounts of interest payable in respect of the Swiss Loans less amounts which are payable to the
Swiss Subordinated Lenders.

Redemption and Cancellation

Unless previously redeemed in full, the Swiss Senior Notes shall be redeemed at the Swiss
Senior Note Principal Amount Outstanding on the Swiss Senior Note Maturity Date, less any
principal losses arising in respect of the Swiss Loans. The “Swiss Senior Note Principal Amount
Outstanding” at any time is the aggregate principal amount of the Swiss Senior Notes on the
Closing Date less any amount of principal prepaid thereon from time to time, which should be the
same as the principal balance of the Swiss Loans from time to time.

After the Swiss Senior Note Maturity Date, any Swiss Senior Note Principal Amount
Outstanding shall be automatically cancelled, so that the Swiss Noteholder, after such date, shall
have no right to assert a claim in this respect against the Swiss Issuer, regardless of the amounts
that may remain unpaid after the Swiss Senior Note Maturity Date.

The Swiss Senior Notes shall be subject to mandatory redemption in whole or in part in the
event of any repayment or prepayment in whole or in part of the Swiss Loans by the Swiss
Borrower or repurchase of the Swiss Loans pursuant to the Swiss Asset Transfer Agreements or
disposal of the Swiss Loans following the occurrence of any event of default in respect of the
Swiss Senior Notes.

Each Swiss Senior Note will be subject to redemption in whole, but not in part, at the option
of the Swiss Issuer if:
(a) if the Swiss Issuer satisfies the Issuer that by virtue of a change in law from that which is in effect at the Closing Date, the Swiss Issuer will be obliged to make any withholding or deduction for tax from payments in respect of such Swiss Senior Note and such requirement cannot be avoided by the Swiss Issuer taking reasonable measures available to it; or

(b) if the Swiss Issuer satisfies the Issuer that by virtue of any change in law from that in effect on the Closing Date, any amount receivable by the Swiss Issuer in relation to the related Swiss Loan is reduced or ceases to be receivable by the Issuer, whether or not actually received.

In making any such determination, the Issuer shall have reference to the Note Trustee.

Such redemption will be subject to the Swiss Issuer certifying to the Issuer that it will have sufficient funds available to it to discharge all liabilities in respect of or connected with the relevant Swiss Senior Note.

Calculation and Application of Amounts

In respect of the Swiss Senior Notes, the Swiss Issuer shall:

(a) on each Swiss Note Interest Payment Date and on any other day on which the Swiss Issuer is obliged to make a Swiss Issuer Priority Payment, pay the Swiss Issuer Priority Payments as and when they fall due;

(b) on each Swiss Note Interest Payment Date, apply the Swiss Available Interest Receipts (if any) then available in accordance with the Swiss Available Interest Receipts Priority of Payments; and

(c) on each Swiss Note Interest Payment Date, apply the Swiss Available Principal Receipts (if any) then available in or towards repayment of the aggregate principal amount outstanding of the Swiss Senior Notes.

Tax

All payments by, or on behalf of, the Swiss Issuer in respect of the Swiss Senior Notes shall be made free and clear of and without withholding or deduction for or on account of tax, except to the extent that the deduction or withholding is required by law. In the event that a withholding or deduction is imposed for or on account of tax, the Swiss Issuer will not be obliged to pay additional amounts in respect of any such withholding or deduction so that the recipient of such payment will bear the risk of such deduction or withholding being imposed.

An application has been made on behalf of the Swiss Issuer for an advance tax ruling from the Swiss Federal Tax Administration and the Zürich Cantonal Tax Administration, which is to confirm that, as a matter of Swiss law, no withholding or deduction will be imposed for or on account of tax in respect of payments to the Issuer under the Swiss Senior Notes as at the date of this Offering Circular. The corresponding confirmation (as to the Swiss Federal Tax Administration) has been received on 27th November, 2006. The corresponding confirmation (as to the Zürich Cantonal Tax Administration) is pending. This does not, however, preclude a tax liability arising in respect of the Swiss Senior Notes as a result of a change in law or if the Issuer ceases to be the sole holder of the Swiss Senior Notes.

As at the date of this Offering Circular, the Issuer is beneficially entitled to all payments of interest and principal under the Swiss Senior Notes.

Governing Law

The Swiss Senior Notes shall be governed by and construed in accordance with the laws of Switzerland.

Limited Recourse

Any claim that the Swiss Noteholder has against the Swiss Issuer in respect of the Swiss Senior Notes shall be limited to the value of the Swiss Assets and amounts realised on enforcement of security in respect thereof. While no security has been granted by the Swiss Issuer over the Swiss Assets, the proceeds of realisation of the Swiss Assets may, after paying or providing for all prior ranking claims of the Swiss Issuer, be less than sums due to the Swiss Noteholder in respect of the Swiss Senior Notes. In such event, any shortfall in the amount due to
the Swiss Noteholder under the Swiss Senior Notes will be extinguished. For the avoidance of doubt, no claim may be made on any other assets of the Swiss Issuer. The Swiss Issuer will have no recourse against the Swiss Originator save as provided for in the Swiss Asset Transfer Agreements, such recourse being restricted to breaches of the representations and warranties thereunder.

**Swiss Subordinated Notes issued by the Swiss Issuer**

In addition to the Swiss Senior Notes, the Swiss Issuer will, in connection with the Swiss Loans, issue additional notes to the Swiss Subordinated Lenders, described in this Offering Circular as the Swiss Subordinated Notes. The Swiss Subordinated Lenders and the Issuer will enter into Swiss Intercreditor Deeds on the Closing Date which will regulate the priority of payments between the Swiss Senior Note and the Swiss Subordinated Note in respect of each Swiss Loan. On the Closing Date, one or both of the Swiss Subordinated Lenders may be Deutsche Bank AG, London Branch. The terms and conditions of the Swiss Subordinated Notes will include limited recourse and non-petition covenants which are binding on the Swiss Subordinated Lenders.

**Additional Issuance**

It is contemplated that the Swiss Issuer may, in the future issue other notes, unconnected with the transaction described in the Offering Circular. Any such issuance will be subject to the receipt of Rating Agency Confirmations from each of the Rating Agencies, but will not require the consent of the holders of the Swiss Senior Notes or the Notes.
THE LOANS AND RELATED PROPERTY SUMMARIES
Senior Loan

Loan
Number
1

Loan Name
Dresdner Office
Portfolio
Treveria II
Emmen Wohncenter
Rubicon Nike
Jargo III
Petruswerk MF
Swisscom
Jargo V
DFK Portfolio
Justizzentrum
ECP MF Portfolio
Lubeck Retail
Edeka Retail
Toom DIY

2
3
4
5
6
7
8
9
10
11
12
13
14

% of
Senior
Balance

841,335,165

420,667,583

40.5%

41.1%

41.1%

3.8%

0.4%

2.81x

2.81x

10.6%

6.26

231,724,205
92,534,877
67,762,500
67,371,284
65,463,184
50,803,292
38,412,315
35,597,450
31,132,813
16,556,650
15,261,750
13,714,094
7,630,875

115,862,103
92,534,877
67,762,500
67,371,284
65,463,184
50,803,292
38,412,315
35,597,450
31,132,813
16,556,650
15,261,750
13,714,094
7,630,875

11.2%
8.9%
6.5%
6.5%
6.3%
4.9%
3.7%
3.4%
3.0%
1.6%
1.5%
1.3%
0.7%

74.7%
67.9%
75.0%
84.7%
80.7%
71.6%
83.9%
66.5%
60.8%
72.8%7
80.3%
83.5%
83.7%

69.8%
65.1%
75.0%
79.7%
73.1%
66.3%
78.7%
66.5%
51.9%
70.3%7
72.1%
75.2%
78.0%

4.8%
3.2%
4.5%
5.4%
4.8%
2.6%
5.3%
4.8%
5.8%
5.4%
4.9%
5.1%
5.2%

0.9%
0.6%
0.7%
1.4%
0.8%
0.7%
1.3%
0.9%
0.7%
1.3%
1.1%
1.1%
1.2%

1.84x
2.22x
1.79x
1.27x
1.52x
2.62x
1.31x
2.02x
1.63x
1.35x7
1.78x
1.57x
1.51x

1.46x
2.22x
1.79x
1.13x
1.16x
2.62x
1.17x
2.02x
1.29x
1.13x7
1.48x
1.32x
1.27x

9.5%
7.3%
8.1%
7.2%
8.1%
7.3%
7.4%
9.7%
11.1%
7.6%7
9.8%
8.9%
8.4%

4.75
7.01
5.00
6.75
6.50
7.01
6.75
7.01
10.01
9.76
7.01
6.75
7.01

1,575,300,453

1,038,770,769

100.0%

56.0%7

54.0%7

4.2%

0.69%

2.21x

2.11x

9.3%

100% Senior
Loan Balance
(c)1

Total / Weighted
Average

Senior
Loan
LTV2

Senior
Loan
Maturity
LTV2

Senior
Loan
Exit Remaining
Debt
Term
Yield4
(yrs)5

DECO 10
Share of
Senior Loan
Balance (c)

Senior
Loan
Rate3

Senior
Loan
Margin

Senior
Senior
Loan U/ Loan U/
W ICR W DSCR

6.396

Whole Loan
100% Whole
Loan Balance
(c)1

Loan
Number Loan Name
1

Dresdner Office
Portfolio
Treveria II
Emmen Wohncenter
Rubicon Nike
Jargo III
Petruswerk MF
Swisscom
Jargo V
DFK Portfolio
Justizzentrum
ECP MF Portfolio
Lubeck Retail
Edeka Retail
Toom DIY

2
3
4
5
6
7
8
9
10
11
12
13
14

Total / Weighted
Average

1)
2)
3)
4)
5)
6)
7)

Whole Loan
Balance (50%
for Loan 1 &
2) (c)

% of
100%
Whole Subordinate
Loan
Loan
Balance
Balance

841,335,165

420,667,583

38.7%

Nil

231,724,205
122,561,413
67,762,500
67,371,284
65,463,184
61,562,960
38,412,315
43,065,000
31,132,813
16,556,650
15,261,750
13,714,094
7,630,875

115,862,103
122,561,413
67,762,500
67,371,284
65,463,184
61,562,960
38,412,315
43,065,000
31,132,813
16,556,650
15,261,750
13,714,094
7,630,875

10.7%
11.3%
6.2%
6.2%
6.0%
5.7%
3.5%
4.0%
2.9%
1.5%
1.4%
1.3%
0.7%

1,623,554,208

1,087,024,523

100.0%

Whole
Loan
LTV 2

Whole
Loan
Maturity
LTV2

Whole
Whole
Whole
Loan Loan U/ Loan U/
Rate3
W ICR W DSCR

Whole
Loan
Exit Remaining
Term
Debt
(yrs)5
Yield4

41.1%

41.1%

3.8%

2.81x

2.81x

10.6%

6.26

Nil
30,026,536
Nil
Nil
Nil
10,759,668
Nil
7,467,550
Nil
Nil
Nil
Nil
Nil

74.7%
89.9%
75.0%
84.7%
80.7%
86.8%
83.9%
80.5%
60.8%
72.8%7
80.3%
83.5%
83.7%

69.8%
86.3%
75.0%
79.7%
73.1%
80.3%
78.7%
80.5%
51.9%
70.3%7
72.1%
75.2%
78.0%

4.8%
3.7%
4.5%
5.4%
4.8%
2.9%
5.3%
5.2%
5.8%
5.4%
4.9%
5.1%
5.2%

1.84x
1.43x
1.79x
1.27x
1.52x
1.92x
1.31x
1.55x
1.63x
1.35x7
1.78x
1.57x
1.51x

1.46x
1.43x
1.79x
1.13x
1.16x
1.92x
1.17x
1.55x
1.29x
1.13x7
1.48x
1.32x
1.27x

9.5%
5.5%
8.1%
7.2%
8.1%
6.0%
7.4%
8.0%
11.1%
7.6%7
9.8%
8.9%
8.4%

4.75
7.01
5.00
6.75
6.50
7.01
6.75
7.01
10.01
9.76
7.01
6.75
7.01

48,253,754

58.6%7

56.5%7

4.3%

2.07x

1.97x

8.8%

6.42

Calculated as at cut-off date 20 October 2006.
Calculated using Property Market Value.
Inclusive of base rate and margin. For Swisscom, the 3-month CHF LIBOR currently assumed is 1.86%.
U/W Net Income divided by Projected Balance at Maturity.
Calculated as at cut-off date 20 October 2006.
Calculated as a weighted average of the Senior Loan Balance, therefore can differ to the remaining term weighted by Whole Loan Balance.
Includes senior ranking IBB loans; current balance is c1,084,826.

Portfolio Level
Loan
Number
1
2
3
4
5
6
7
8
9
10
11
12
13
14

1)
2)
3)
4)

100% Property
Value
(c)

DECO 10
Share of
Property Value
(c)1

Dresdner Office
Portfolio
Treveria II
Emmen Wohncenter
Rubicon Nike
Jargo III
Petruswerk MF
Swisscom
Jargo V
DFK Portfolio
Justizzentrum
ECP MF Portfolio
Lubeck Retail
Edeka Retail
Toom DIY

2,049,025,000

1,024,512,500

310,406,000
136,373,890
90,350,000
79,570,000
81,103,015
70,913,501
45,780,000
53,530,000
51,200,000
24,230,000
19,000,000
16,420,000
9,120,000

155,203,000
136,373,890
90,350,000
79,570,000
81,103,015
70,913,501
45,780,000
53,530,000
51,200,000
24,230,000
19,000,000
16,420,000
9,120,000

Total / Weighted
Average

3,037,021,406

1,857,305,906

Loan Name

100% VPV
(c)

100% Inplace Gross
Rent
(c)

100% Net
100% ERV U/W Income
(c)
(c)

1,419,246,000 110,826,708 108,893,321
260,832,000
105,554,684
66,700,000
MF
MF
53,404,770
MF
35,846,000
28,600,000
MF
14,930,000
12,871,000
7,500,000

22,168,089
7,088,538
5,923,347
6,016,958
5,981,660
3,676,900
3,394,832
3,831,036
3,294,000
1,734,493
1,421,379
1,192,260
640,008

24,071,205
7,470,229
5,202,719
7,318,722
6,557,051
3,363,277
3,857,635
3,707,240
2,416,704
2,193,925
1,444,800
1,256,760
640,008

Location

Property
Type

No. of
Properties

Occupancy
by Area

No. of
Tenants

WA Lease
Term (yrs)2

Germany

Office

303

84.0%

775

7.2

20,480,277
Germany
Retail
6,518,675
Switzerland
Retail
5,520,794 The Netherlands
Office
4,567,622
Germany
Multifamily
4,785,328
Germany
Multifamily
3,441,347
Switzerland
Office
2,673,828
Germany
Multifamily
3,455,101
Germany Office / Retail
2,940,701
Germany
Office
1,292,829
Germany
Multifamily
1,345,322
Germany
Retail
1,095,041
Germany
Retail
599,608
Germany
Retail

48
1
1
15
15
1
15
6
1
12
1
6
1

99.5%
98.9%
100.0%
86.4%
97.0%
98.4%
90.8%
98.2%
100.0%
91.9%
100.0%
98.5%
100.0%

99
9
1
1,772
1,769
22
916
22
1
324
11
2
1

6.9
13.9
6.0
MF
MF
18.9
MF
4.4
13.7
MF
12.5
12.4
14.9

88,833,495

2,005,484,453 177,190,208 178,393,597 147,549,968

50% for Loan 1 and 2.
To earlier of first break or lease expiry.
Weighted against area. For loan 1 and 2, weighting based off Deco 10 share of total area.
Weighted against gross rent. For loan 1 and 2, weighting based off Deco 10 share of gross rent.

123

426

91.0%3

5,724

8.44


THE STRUCTURE OF THE ACCOUNTS

The Relevant Accounts

Cashflows derived from the Originated Assets will be paid, in the case of the Swiss Assets through the Swiss Issuer Transaction Account to the Issuer Transaction Account, subject to the terms of the applicable Swiss Intercreditor Deeds and the Swiss Distribution Accounts contemplated therein and, in the case of the German Loans and the Dutch Loan, will be paid directly to the Issuer Transaction Account, subject, in the case of the DFK Portfolio Loan, to the terms of the DFK Portfolio Intercreditor Deed and the German Distribution Account contemplated therein. Each of the relevant accounts is described below.

The Borrowers’ Accounts

The accounts opened by each of the Borrowers in accordance with the terms of the relevant Loan Agreement are described elsewhere in this Offering Circular.

For further information about these accounts and how payments are made in respect of each of the Loans, see “The Loans and Related Security” at pages 74 to 112.

The Swiss Issuer Account

The Swiss Issuer Operating Bank will open and maintain the Swiss Issuer Transaction Account in the name of the Swiss Issuer. All amounts payable by the Swiss Borrowers in respect of the Swiss Loans will be paid into the Swiss Issuer Transaction Account, subject to the terms of the relevant Swiss Intercreditor Deed. The Swiss Issuer Servicer will make all payments required to be made on behalf of the Swiss Issuer from the Swiss Issuer Transaction Account.

For further information about how the Swiss Issuer Servicer makes payments from the Swiss Issuer Transaction Account, see “Summary – Available Funds and their Priority of Application – The Swiss Senior Notes” at page 25.

The Issuer’s Accounts

Pursuant to the Cash Management Agreement, the Operating Bank will open and maintain an account in the name of the Issuer (the “Issuer Transaction Account”) into which all amounts arising in respect of the Issuer Assets will be paid. The Cash Manager will make all payments required to be made on behalf of the Issuer from the Issuer Transaction Account and will operate the Issuer Transaction Account in accordance with the terms of the Cash Management Agreement.

The proceeds of the issuance of the Class X Notes shall be credited to an account in the name of the Issuer (the “Class X Account”) with the Operating Bank.

Any Stand-by Drawing which the Issuer may require from the Liquidity Facility Provider will be credited to an account in the name of the Issuer (the “Stand-by Account”) with the Operating Bank.

Operating Bank Rating Requirements

If the Operating Bank ceases to have a “F1+” rating (or its equivalent) by Fitch, an “A-1+” rating (or its equivalent) by S&P or a “P-1” rating (or its equivalent) by Moody’s, in each case for its short-term, unguaranteed, unsecured and unsubordinated debt obligations (or such other short-term debt rating as is commensurate with the rating assigned to the Notes from time to time) (the “Requisite Rating”), the Stand-by Drawing shall be transferred by the Issuer, within 30 calendar days of the Operating Bank ceasing to hold the Requisite Rating, to an account with the Liquidity Facility Provider or, if the Liquidity Facility Provider does not have at that time, or thereafter ceases to have the Requisite Rating (and within 30 days thereof), any bank which has the Requisite Rating. If the bank at which the Stand-by Account is held ceases to have the Requisite Rating, the Issuer shall be required to open a new Stand-by Account within 30 days with a bank with the Requisite Rating and procure the transfer of the funds standing to the credit of the existing Stand-by Account to the new Stand-by Account.

Similarly, if the Swiss Issuer Operating Bank or Operating Bank ceases to have the Requisite Rating, the Swiss Issuer Transaction Account, the Issuer Transaction Account or the Class X Account will be transferred by the Swiss Issuer or the Issuer, as the case may be, to a bank that has the Requisite Rating.
DESCRIPTION OF NOTE TRUST DEED

The Note Trustee will be appointed pursuant to the Note Trust Deed to represent the interests of the Noteholders. The Note Trustee will agree to hold the benefit of the covenants of the Issuer contained in the Note Trust Deed on behalf of itself and on trust for the Noteholders.

Among other things, the Note Trust Deed:

(a) sets out when, and the terms upon which, the Note Trustee will be entitled or obliged, as the case may be, to take steps to enforce the Issuer’s obligations under the Notes (or certain other relevant documents);

(b) contains various covenants of the Issuer relating to repayment of principal and payment of interest in respect of the Notes, to the conduct of its affairs generally and to certain ongoing obligations connected with its issuance of the Notes;

(c) provides for the remuneration of the Note Trustee, the payment of expenses incurred by it in the exercise of its powers and performance of its duties and provides for the indemnification of the Note Trustee against liabilities, losses and costs arising out of the Note Trustee’s exercise of its powers and performance of its duties;

(d) sets out whose interests the Note Trustee should have regard to when there is a conflict between the interests of different classes of Noteholder;

(e) provides that the determinations of the Note Trustee shall be conclusive and binding on the Noteholders;

(f) sets out the extent of the Note Trustee’s powers and discretions, including its rights to delegate the exercise of its powers or duties to agents, to seek and act upon the advice of certain experts and to rely upon certain documents without further investigation;

(g) sets out the scope of the Note Trustee’s liability for any breach of duty or breach of trust, gross negligence or wilful default in connection with the exercise of its duties;

(h) sets out the terms upon which the Note Trustee may, without the consent of the Noteholders, waive or authorise any breach or proposed breach of covenant by the Issuer or determine that a Note Event of Default or an event which will become a Note Event of Default with the giving of notice or the passage of time shall not be treated as such;

(i) sets out the terms upon which the Note Trustee may, without the consent of the Noteholders, make or sanction any modification to the Conditions or to the terms of the Note Trust Deed or certain other relevant documents; and

(j) sets out the requirements for and organisation of Noteholder meetings.

The Note Trust Deed also contains provisions governing the retirement or removal of the Note Trustee and the appointment of a successor Note Trustee. The Note Trustee may at any time and for any reason resign as Note Trustee upon giving not less than three months’ prior written notice to the Issuer. The holders of the Notes of each class (other than the Class X Noteholders), acting by extraordinary resolution, may together remove the Note Trustee from office. No retirement or removal of the Note Trustee (or any successor Note Trustee) will be effective until a trust corporation has been appointed to act as successor Note Trustee.

The appointment of a successor Note Trustee shall be made by the Issuer or, where the Note Trustee has given notice of its resignation and the Issuer has failed to make any such appointment by the expiry of the applicable notice period, by the Note Trustee itself.
THE LIQUIDITY FACILITY AGREEMENT AND SWISS INTER-COMPANY LOAN AGREEMENT

On or prior to the Closing Date, the Issuer will enter into the Liquidity Facility Agreement with the Liquidity Facility Provider, the Cash Manager and the Issuer Security Trustee, whereby the Liquidity Facility Provider will provide to the Issuer a 364-day committed revolving loan facility (the “Liquidity Facility”). The maximum aggregate principal amount available for drawdown under the Liquidity Facility will decrease as the Principal Amount Outstanding of the Notes decreases and will be calculated as follows:

<table>
<thead>
<tr>
<th>Aggregate Principal Amount Outstanding of the Notes</th>
<th>Liquidity Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between (and including) € 1,038,820,769 and € 970,174,779</td>
<td>€ 65,475,062</td>
</tr>
<tr>
<td>Between (and including) € 970,174,778 and € 900,876,581</td>
<td>€ 61,449,619</td>
</tr>
<tr>
<td>Between (and including) € 900,876,580 and € 831,578,382</td>
<td>€ 57,690,974</td>
</tr>
<tr>
<td>Between (and including) € 831,578,381 and € 762,280,184</td>
<td>€ 54,126,364</td>
</tr>
<tr>
<td>Between (and including) € 762,280,183 and € 692,981,985</td>
<td>€ 50,683,026</td>
</tr>
<tr>
<td>Between (and including) € 692,981,984 and € 658,332,886</td>
<td>€ 47,288,197</td>
</tr>
<tr>
<td>Between (and including) € 658,332,885 and € 623,683,787</td>
<td>€ 46,306,286</td>
</tr>
<tr>
<td>Between (and including) € 623,683,786 and € 589,034,687</td>
<td>€ 45,397,138</td>
</tr>
<tr>
<td>Between (and including) € 589,034,688 and € 554,385,588</td>
<td>€ 45,349,021</td>
</tr>
<tr>
<td>Between (and including) € 554,385,587 and € 519,736,489</td>
<td>€ 46,830,193</td>
</tr>
<tr>
<td>Between (and including) € 519,736,488 and € 485,087,390</td>
<td>€ 45,722,384</td>
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<td>Between (and including) € 485,087,389 and € 450,438,290</td>
<td>€ 43,644,400</td>
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<tr>
<td>Between (and including) € 450,438,289 and € 415,789,191</td>
<td>€ 41,089,961</td>
</tr>
<tr>
<td>Between (and including) € 415,789,190 and € 381,140,092</td>
<td>€ 38,448,904</td>
</tr>
<tr>
<td>Between (and including) € 381,140,091 and € 346,490,993</td>
<td>€ 35,721,229</td>
</tr>
<tr>
<td>Between (and including) € 346,490,992 and € 329,166,443</td>
<td>€ 32,906,935</td>
</tr>
<tr>
<td>Between (and including) € 329,166,442 and € 311,841,893</td>
<td>€ 31,673,025</td>
</tr>
<tr>
<td>Between (and including) € 311,841,892 and € 294,517,344</td>
<td>€ 30,395,806</td>
</tr>
<tr>
<td>Between (and including) € 294,517,343 and € 277,192,794</td>
<td>€ 29,075,277</td>
</tr>
<tr>
<td>Between (and including) € 277,192,793 and € 259,868,244</td>
<td>€ 27,711,440</td>
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<tr>
<td>Between (and including) € 259,868,243 and € 242,543,695</td>
<td>€ 26,304,293</td>
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<tr>
<td>Between (and including) € 242,543,694 and € 225,219,145</td>
<td>€ 24,853,837</td>
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<tr>
<td>Between (and including) € 225,219,144 and € 207,894,596</td>
<td>€ 23,360,073</td>
</tr>
<tr>
<td>Between (and including) € 207,894,595 and € 190,570,046</td>
<td>€ 21,822,999</td>
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<tr>
<td>Between (and including) € 190,570,045 and € 173,245,496</td>
<td>€ 20,242,615</td>
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<tr>
<td>Between (and including) € 173,245,495 and € 158,966,397</td>
<td>€ 18,618,923</td>
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<tr>
<td>Between (and including) € 158,966,396 and € 138,596,294</td>
<td>€ 15,068,375</td>
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<tr>
<td>Between (and including) € 138,596,295 and € 103,947,297</td>
<td>€ 11,431,209</td>
</tr>
<tr>
<td>Between (and including) € 103,947,298 and € 79,298,199</td>
<td>€ 7,707,424</td>
</tr>
<tr>
<td>Between (and including) € 79,298,198 and € 34,649,099</td>
<td>€ 3,897,021</td>
</tr>
</tbody>
</table>

(each amount under “Liquidity Commitment” in the table above, the applicable “Liquidity Commitment”).

The maximum aggregate principal amount available to be drawn under the Liquidity Facility may also be reduced by application of an Appraisal Reduction to the Loans. In certain other circumstances the maximum aggregate principal amount may also be reduced with the prior written consent of the Issuer and the Issuer Security Trustee, subject to the Issuer Security Trustee receiving a confirmation in writing from the Rating Agencies (such confirmation to be requested by the Issuer) that such reduction in the maximum aggregate principal amount of the Liquidity Facility will not result in a downgrading of any of the Notes to below their then current rating levels. Drawings in respect of the Liquidity Facility may either be made in euro or in Swiss Francs as required by the Issuer.

The Liquidity Facility may be used to remedy an Expenses Shortfall or an Interest Shortfall or a Property Protection Shortfall. An “Expenses Shortfall” will arise if, on any day:
(a) the Issuer is required to pay amounts due to any third party creditor of the Issuer or any amounts due to the Issuer Related Parties on any Distribution Date in priority to any class of Notes and does not have sufficient funds to make the necessary payments; or

(b) the Swiss Issuer is required to pay amounts due to any third party creditor or any amounts due to the Swiss Issuer Related Parties on any Swiss Note Interest Payment Date in priority to any Swiss Senior Notes and does not have sufficient funds to make the necessary payments.

An “Interest Shortfall” will arise if the aggregate amount of actual interest receipts received by the Issuer from the German Borrowers under the German Loans, the Dutch Borrower under the Dutch Loan and the Swiss Issuer under the Swiss Senior Notes during any Interest Period is less than the Scheduled Interest Receipts that the Issuer expected to receive during such Interest Period in respect of the relevant German Loans, the Dutch Loan and the Swiss Senior Notes.

For the purposes of making a calculation as to whether an Interest Shortfall has arisen or not, the “Scheduled Interest Receipts” shall include all German Borrower Interest Receipts, Dutch Borrower Interest Receipts and Swiss Borrower Interest Receipts payable by the Borrowers during the related Interest Period under the various Loans.

A “Property Protection Shortfall” will arise if, on any day, a Borrower fails to pay certain amounts to third parties, such as insurers, and persons providing services in connection with the operation of a Property and there are insufficient funds available in the relevant Borrower account to pay such amounts. The Issuer Servicer, the Issuer Special Servicer, the Treveria II Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, as the case may be, may make on behalf of the Issuer or the Swiss Issuer, as the case may be, the relevant payment if certain additional requirements provided in the relevant servicing agreement have been met (such payment being a “Property Protection Advance”).

On the occurrence of an Expenses Shortfall, an Interest Shortfall or a Property Protection Shortfall (each a “Shortfall”), the Issuer Servicer shall notify the Cash Manager of the existence of such Shortfall and the Cash Manager may, on behalf of the Issuer, make a drawing pursuant to the Liquidity Facility Agreement in an amount equal to the relevant Expenses Shortfall (an “Expense Drawing”), and/or Interest Shortfall (an “Interest Drawing”) and/or Property Protection Shortfall (a “Property Protection Drawing”). An Expense Drawing, an Interest Drawing and a Property Protection Drawing are each referred to as a “Liquidity Drawing”.

The Issuer shall use the proceeds of any Interest Drawing in making payments to, among others, the Noteholders, in accordance with the Pre-Enforcement Priority of Payments. To the extent that the relevant Expenses Shortfall and/or Property Protection Shortfall has arisen in respect of the Swiss Issuer, the Issuer will lend the proceeds of the Expense Drawing and/or Property Protection Drawing to the Swiss Issuer to enable it to meet the relevant Expenses Shortfall and/or Property Protection Shortfall. Such loans, if required, will be made pursuant to the Swiss Inter-company Loan Agreement.

In certain circumstances, if amounts due from the Swiss Issuer to the Swiss Issuer Servicer and/or the Swiss Issuer Special Servicer are greater than the funds available to the Swiss Issuer, the Issuer will make the relevant shortfall out of Available Funds. Such loans, if required, will be made pursuant to the Swiss Inter-company Loan Agreement. For further information, see “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and The Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes” at page 139.

All payments due to the Liquidity Facility Provider under the Liquidity Facility Agreement (other than in respect of any Liquidity Subordinated Amounts) will rank ahead of payments of interest and repayments of principal on the Notes. “Liquidity Subordinated Amounts” are any amounts in respect of (a) increased costs, mandatory costs and tax gross up amounts payable to the Liquidity Facility Provider to the extent that such amounts exceed 0.125 per cent. per annum of the commitment provided under the Liquidity Facility Agreement and (b) if there is any Stand-by Drawing then outstanding, the excess of the interest then payable in respect thereof over the aggregate of (i) an amount equal to the commitment fee which would otherwise then be payable (but for the Stand-by Drawing) under the Liquidity Facility and (ii) an amount equal to the amount of interest earned in the relevant period in respect of the Stand-by Account and the interest element of any proceeds of any Eligible Investments made out of amounts standing to the credit of the Stand-by Account.
For further information about the ranking of such payments, see “Available Funds and their Priority of Application: The Notes” at page 33.

The Liquidity Facility Agreement will provide that if at any time any of the ratings of the short-term, unsecured, unsubordinated and unguaranteed debt obligations of the Liquidity Facility Provider fall below the Requisite Rating, or the Liquidity Facility Provider fails to renew the Liquidity Facility Agreement, then the Issuer (or the Cash Manager on its behalf) will require the Liquidity Facility Provider to pay into a Stand-by Account which is maintained with an appropriately rated bank, an amount (a “Stand-by Drawing”) equal to its undrawn Liquidity Commitment under the Liquidity Facility Agreement. If the Issuer (or the Cash Manager on its behalf) makes a Stand-by Drawing, the Cash Manager (on behalf of the Issuer) will, prior to the expenditure of the proceeds of such drawing as described above, invest such funds in Eligible Investments. Amounts standing to the credit of the Stand-by Account will be available to the Issuer to be drawn in the same circumstances as the Liquidity Drawings, as described above, and otherwise in the circumstances provided in the Liquidity Facility Agreement and, all repayments of Liquidity Drawings will, after a Stand-by Drawing has been made, be paid into the Stand-by Account. Following the service of a Note Acceleration Notice or the Notes otherwise becoming due and repayable in full and following certain events of default under the Liquidity Facility Agreement, principal amounts standing to the credit of the Stand-by Account in respect of a Stand-by Drawing will be returned to the Liquidity Facility Provider and will not be applied in accordance with either the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments.

Liquidity Drawings and Stand-by Drawings will bear interest. The rate of interest payable to the Liquidity Facility Provider in relation to Liquidity Drawings will be a per annum rate equal to the sum of EURIBOR (or Swiss Francs LIBOR, depending on the currency of the drawing in the case of Liquidity Drawings) plus 0.25 per cent. per annum (the “Liquidity Margin”) plus any applicable mandatory and increased costs (as defined in the Liquidity Facility Agreement). The rate of interest payable to the Liquidity Facility Provider in relation to Stand-by Drawings will be the aggregate of the rate of the commitment fee payable to the Liquidity Facility Provider and the rate of interest payable in respect of the Stand-by Account. If a Liquidity Drawing is not repaid on the relevant Distribution Date as described above, the amount outstanding under the Liquidity Facility will be deemed to be repaid (but only for the purposes of the Liquidity Facility) and redrawn on such Distribution Date in an amount equal to all amounts outstanding provided that the aggregate of the amounts drawn together with other Liquidity Drawings will not exceed the Liquidity Commitments. This procedure will be repeated on each subsequent Distribution Date, up to the amount of the Liquidity Commitment, until all amounts outstanding are paid and/or repaid, as the case may be. Liquidity Drawings may either be drawn in euro or Swiss Francs and Stand-by Drawings may only be drawn in euro. In respect of any Stand-by Drawing, the Issuer may enter into such further hedging arrangements as the Issuer may deem necessary, subject to Rating Agency Confirmations from at least two of the Rating Agencies.

In relation to a Stand-by Drawing, “Eligible Investment” means:

(a) any senior, unsubordinated debt security, investment, commercial paper, deposit (including, for the avoidance of doubt, any monies on deposit in any of the Issuer Accounts) or other debt instrument (including, for the avoidance of doubt, a money market fund) issued by, or fully and unconditionally guaranteed by, an Eligible Institution, which:

(i) shall be denominated in euro;

(ii) (except in the case of a deposit) is primarily settled through Euroclear or Clearstream, Luxembourg;

(iii) will have a maturity date falling, or which are redeemable at par together with accrued unpaid interest, not later than one Business Day prior to the next following Liquidation Date (the “Liquidation Date”);

(iv) will be in the form of notes or financial instruments having a rating from Moody’s of “P1”, from Fitch of “F1+”, if the maturity date is between one and 12 months, and “F1” if the maturity date is less than one month, and “A-1+” from S&P, such notes or financial instruments having a maturity not exceeding the earlier of the date falling 30 days after such Liquidation Date and the next following Liquidation Date;
(v) provides for principal to be repaid in respect of such investment which is at least equal to the price paid to purchase such investment and does not fall to be determined by reference to any formula or index and is not subject to any contingency; and

(vi) qualifies as a Portfolio Interest Obligation or for some other exemption from United States withholding tax if such Eligible Investment is issued by a United States Eligible Institution; or

(b) repurchase transactions between the Issuer and Eligible Institution in respect of which the obligations of the Eligible Institution to repurchase from the Issuer the underlying debt securities are senior and unsubordinated and rank pari passu with other senior and unsubordinated debt obligations of the Eligible Institution and qualifies for an exemption from United States withholding tax if the repurchase transaction is with a United States Eligible Institution.

“Foreign Targeted” means a debt obligation that is described in Section 881(c)(2)(a) and Section 871(h)(2)(A) of the United States Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

“Liquidity Facility Term Date” means, subject to any extension made under the Liquidity Facility Agreement, the date falling 364 days after the date of the Liquidity Facility Agreement and thereafter, the date falling 364 days after the date of any such renewal or, if such date is not a Business Day, the preceding Business Day.

“Portfolio Interest Obligation” means any obligation that is treated as debt for U.S. federal income tax purposes, and either (a)(i) is either Registered or Foreign Targeted, (ii) does not provide for payment of “contingent interest” within the meaning of Section 871(h)(4) of the Internal Revenue Code and the Treasury regulations promulgated thereunder, (iii) if the Issuer is a “controlled foreign corporation” within the meaning of Section 957(a) of the Internal Revenue Code and the Treasury regulations promulgated thereunder, does not have an obligor which is a “related person”, within the meaning of Section 864(d)(4) of the Internal Revenue Code and the Treasury regulations promulgated thereunder, with respect to the Issuer, and (iv) does not have an obligor of which the Issuer is a “10 per cent. shareholder”, within the meaning of Section 871(h)(3) of the Internal Revenue Code and the Treasury regulations promulgated thereunder or (b) the interest on which is described in Section 871(i)(2) of the Internal Revenue Code and the Treasury regulations promulgated thereunder.

“Registered” means a debt obligation that is described in Section 881(c)(2)(b) and Section 871(h)(2)(B) of the United States Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

“Eligible Institution” means any depository institution, organised under the laws of any state which is a member of the European Union or of the United States, the short-term unsecured, unsubordinated and unguaranteed debt obligations of which are rated, at least “P-1” by Moody’s, “F1+” by Fitch and “A-1+” by S&P.

Appraisal Reduction

Subject to the provisions described in the following paragraph, the Issuer Special Servicer, the Swiss Issuer Special Servicer or the Treveria II Special Servicer, as the case may be, (the “Relevant Special Servicer”) must, not later than 30 days after the occurrence of a Special Servicer Transfer Event affecting any of the Swiss Loans, the Dutch Loan or the Whole German Loans, obtain a valuation in respect of the relevant Property. The costs of obtaining such valuation will be paid by the Relevant Special Servicer, subject to being reimbursed by the Issuer and, if applicable, the Subordinated Lender, in accordance with the terms of the applicable Servicing Agreement and subject to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable or in the case of a German Loan with a related DFK Portfolio Subordinated Loan or a Swiss Loan, the applicable priority of payments under the relevant Intercreditor Deed. The Relevant Special Servicer will not be obliged to obtain such a valuation if a valuation has been obtained during the immediately preceding 12 months and the Relevant Special Servicer is of the opinion (without any liability on its part) that neither the relevant Properties nor the relevant property markets have experienced any material change since the date of such previous valuation.
If (A) the principal amount of the relevant Loan then outstanding (together with any unpaid interest and all currently due and unpaid taxes and assessments) (net of any amount placed into an escrow account in respect of such items, insurance premiums and if applicable, ground rents in respect of the relevant Properties) exceeds (B) 90 per cent. of the appraised value of the relevant Properties as determined by the relevant valuation an appraisal reduction will be deemed to have occurred (an “Appraisal Reduction”), the excess of (A) over (B) being the “Appraisal Reduction Amount”.

Upon the occurrence of an Appraisal Reduction in respect of a Loan, the Relevant Special Servicer will calculate the Appraisal Reduction Factor.

The “Appraisal Reduction Factor” in relation to the relevant Loan is the Appraisal Reduction Amount for that Loan expressed as a percentage of the appraised value of the relevant Property or Properties as determined by the relevant valuation.

Once the Appraisal Reduction Factor has been determined in respect of a relevant Loan, under the terms of the Liquidity Facility Agreement, the amount of any Interest Drawing or Property Protection Drawing which could otherwise be made in respect of that Loan or the amount of any Expense Drawing that could otherwise have been made will be reduced proportionally by the Appraisal Reduction Factor.

The Liquidity Provider

Danske Bank A/S, London Branch, a public limited liability company organised under the laws of the Kingdom of Denmark, and acting through its office at 75 King William Street, London EC4N 7DT will be appointed to act as Liquidity Facility Provider pursuant to the terms of the Liquidity Facility Agreement.

Danske Bank A/S was founded in 1871 and has, through the years, merged with a number of financial institutions. Danske Bank A/S is a commercial bank with limited liability and carries on business under the Danish Financial Business Act, Consolidation Act No. 286 of 4th April, 2006, as amended. The registered office of Danske Bank A/S is at Holmens Kanal 2-12, DK-1092 Copenhagen K, Denmark; the telephone number is +45 33 44 00 00; CVR-nr. 61 12 62 28 – København.

The Danske Bank Group provides a wide range of banking, mortgage and insurance products as well as other financial services, and is the largest financial institution in Denmark, and one of the largest in the Nordic region, measured by total assets. The total assets of the consolidated Group were DKK 2,432 billion (USD 384.6 billion) at the end of 2005. Shareholders’ equity was DKK 75 billion (USD 11.9 billion) at the end of 2005. Shareholders’ equity was DKK 70 billion (USD 11.4 billion) at the end of the first quarter of 2006. The change in Group equity since the end of 2005 primarily reflects the dividend payment in March 2006 and the recognition of net profit for the period.

As at the date of this Offering Circular, the long-term, unsecured unsubordinated debt obligations of the Liquidity Facility Provider are rated “AA-” by Fitch, “Aa1” by Moody’s and “AA-” by S&P, and the short-term, unsecured, unsubordinated debt obligations of the Liquidity Facility Provider are rated “F1+” by Fitch, “P-1” by Moody’s and “A-1+” by S&P.

The information contained herein with respect to Danske Bank A/S has been obtained from it. Delivery of this Offering Circular shall not create any implication that there has been no change in the affairs of Danske Bank A/S since the date hereof or that the information contained or referred to herein is correct as of any time subsequent to this date.
DESCRIPTION OF THE SWAP AGREEMENTS

On the Closing Date, the Issuer will enter into one or more swap transactions with the Swap Provider documented under two separate 1992 ISDA Master Agreements (Multicurrency – Cross Border) (each an "ISDA Master Agreement", as published by the International Swaps and Derivatives Association, Inc. ("ISDA")) by means of one or more swap confirmations, each of which will supplement, amend, form part of and be subject to the relevant ISDA Master Agreement (together, the "Swap Agreements"). The Swap Agreements will be entered into in order to hedge certain mismatches between the assets and the liabilities of the Issuer.

The mismatches between the assets and liabilities of the Issuer fall into the following categories:

(a) certain of the Issuer Assets bear or will bear (in respect of the Justizzentrum Loan) interest at a fixed rate or (in respect of the Swisscom Loan) bear interest at a floating rate subject to an interest rate cap. The Issuer’s liabilities in respect of the Notes are based on a floating rate of interest ("Interest Rate Mismatch"). In order to mitigate the Interest Rate Mismatch, the Issuer will enter into a series of fixed/floating interest rate swap transactions (each a "Rate Swap Transaction" and together, the "Rate Swap Transactions");

(b) certain of the Issuer Assets are denominated in Swiss Francs. The Issuer’s liabilities in respect of the Notes are denominated in euro (the "Currency Mismatch"). In order to mitigate the Currency Mismatch, the Issuer will enter into one or more currency swap transactions (the "Currency Swap Transactions"); and

(c) the interest rate basis in respect of the Issuer Assets differs from the interest basis in respect of the Notes (the "Basis Mismatch"). In order to mitigate the Basis Mismatch, the Issuer will enter into a basis swap transaction (the "Basis Swap Transaction") in relation to certain Loans.

The Rate Swap Transactions and the Basis Swap Transaction will be both documented under the same Swap Agreement, and the Currency Swap Transactions will be documented under a separate Swap Agreement.

The Rate Swap Transactions, the Currency Swap Transactions and the Basis Swap Transactions (together, the "Swap Transactions") may be terminated by the Swap Provider in accordance with certain Events of Default and Termination Events (each as defined in the Swap Agreement) including if a Note Acceleration Notice is given to the Issuer and the Issuer Security Trustee in accordance with Condition 10(a) (Eligible Noteholders) at page 222; or (b) an Additional Termination Event (as defined in the Swap Agreements), if the Notes are redeemed in full pursuant to Condition 6(b) (Mandatory Redemption from Principal Distribution Amounts) at page 217, Condition 6(c) (Optional Redemption for Tax or Other Reasons) at page 217 or Condition 6(d) (Optional Redemption in full) at page 218 or otherwise.

In the event that the Issuer is required to withhold or deduct an amount in respect of tax from payments due from it to the Swap Provider, the Issuer will not be required pursuant to the terms of the relevant Swap Agreement to pay the Swap Provider such amounts as would have been required to ensure that the Swap Provider received the same amounts that it would have received had such withholding or deduction not been made.

In the event that the Swap Provider is required to withhold or deduct an amount in respect of tax from payments due from it to the Issuer, the Swap Provider will be required pursuant to the terms of the relevant Swap Agreement to pay to the Issuer such additional amounts as are required to ensure that the Issuer receives the same amounts that it would have received had such withholding or deduction not been made.

If the short-term, unsecured and unsubordinated debt obligations of the Swap Provider cease to be rated as high as "F1" by Fitch or "A-1" by S&P (or, in the case of Currency Swap Transactions, "A-1+") or "P1" by Moody's or the long-term, unsecured, unsubordinated debt obligations of the Swap Provider cease to be rated as high as "A2" by Moody's or "A+" by Fitch (the "Minimum Swap Provider Ratings") or any such rating is withdrawn by Fitch or S&P or Moody's, the Swap Agreement will require the Swap Provider, within 30 days of the occurrence of such downgrade at the cost of the Swap Provider, to:
(a) procure a replacement swap provider with the applicable Minimum Swap Provider Ratings or, in certain circumstances, such other rating as is commensurate with the ratings assigned to the Notes by the Rating Agencies from time to time; or

(b) procure another person with the applicable Minimum Swap Provider Ratings to become co-obligor or guarantor in respect of its obligations under the Swap Agreement; or

(c) take such other action as the Swap Provider may agree with the Rating Agencies; or

(d) execute a Swap Credit Support Document and deliver to the Issuer Security Trustee collateral in respect of its obligations under the Swap Agreements in an amount or value determined in accordance with the swap collateral requirements of the Rating Agencies.

If a Rate Swap Transaction is terminated in whole or in part prior to its scheduled termination date, either the Swap Provider or the Issuer, as the case may be, may, (depending on EURIBOR at the relevant time) be required to pay an amount to the other party as a result of such termination. Any such payment by the Issuer shall be made in accordance with the applicable priority of payments. If a Rate Swap Transaction is terminated due to:

(a) the occurrence of an Event of Default (as defined in the relevant Swap Agreement) in respect of the Swap Provider; or

(b) the failure by the Swap Provider to comply with the requirements under the relevant Swap Agreement following a ratings downgrade (as more particularly set out in the Swap Agreement),

(any of the events in (a) or (b) above, a “Swap Trigger”) any payment due from the Issuer will constitute a Swap Subordinated Amount and will be paid, on a subordinated basis, in accordance with the applicable priority of payments.

In addition, if a Loan prepays in whole or in part to the extent that the notional amount of the related Rate Swap Transaction or related Basis Swap Transaction, as applicable, is in excess of five per cent. of the amount of the outstanding balance of such Loan (which, for the avoidance of doubt, does not include any DFK Portfolio Subordinated Loan), the related Rate Swap Transaction or related Basis Swap Transaction, as applicable, will partially terminate in an amount necessary to cause the notional amount to be reduced to an amount equal to the outstanding principal amount of such Loan.

If at any time the Swap Provider is required to provide collateral in respect of any of its obligations under the Swap Agreements, the Issuer and the Swap Provider will enter into a collateral agreement in the form of a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) or in such other form acceptable as may be agreed (the “Swap Credit Support Document”). The Swap Credit Support Document will provide that, from time to time, subject to the conditions specified in the Swap Credit Support Document, the Swap Provider will make transfers of collateral to the Issuer in support of its obligations under the Swap Agreement and the Issuer will be obliged to return such collateral in accordance with the terms of the Swap Credit Support Document. References in this Offering Circular to the Swap Credit Support Document are references to such agreement as and when entered into between the Issuer and the Swap Provider.

Collateral amounts that may be required to be posted by the Swap Provider pursuant to a Swap Credit Support Document may be delivered in the form of cash or securities. Cash amounts will be paid into an account designated a “Swap Collateral Cash Account” and securities will be transferred to an account designated a “Swap Collateral Custody Account”. References in this Offering Circular to the Swap Collateral Cash Account and to the Swap Collateral Custody Account and to payments from such accounts are deemed to be a reference to and to payments from such accounts as and when opened by the Issuer in relation to the Swap Agreement, as applicable.

If the Swap Collateral Cash Account and the Swap Collateral Custody Account are opened, amounts equal to any amounts of interest on the credit balance of the Swap Collateral Cash Account, or equivalent to distributions received on securities held in the Swap Collateral Custody Account, and any equivalent securities due to be returned to the Swap Provider pursuant to the Swap Credit Support Document (in the event that the Swap Provider has posted excess collateral thereunder) are required to be paid to the Swap Provider in accordance with the terms of the Swap Credit Support Document. The obligation of the Issuer in respect of any return of securities posted as collateral pursuant to the Swap Credit Support Document in the form of a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) is to return “equivalent securities”.
Pursuant to the terms of the Basis Swap Transaction, no payments will be due in respect of the Issuer or the Swap Provider in relation to the termination, in part or in whole, of the Basis Swap Transaction (other than with respect to amounts which fall due but were unpaid prior to termination). In relation to the Currency Swap Transaction no termination amounts will be payable in respect of a reduction in whole or in part of the notional amount resulting from the repayment or prepayment of any of the Notes (other than with respect to amounts which fall due but were unpaid prior to termination). Instead, the Swiss Francs and euro equivalents of such repaid or prepaid amounts will, to the extent that the Currency Swap Transaction has not terminated in full, be exchanged by the parties pursuant to the Currency Swap Transaction.

The Swap Provider may, at its own discretion and its own expense, novate its rights and obligations under the Swap Agreement on the terms set out in the Swap Agreement.

The Issuer may apply swap termination payments, received, if any, from the Swap Provider towards consideration for a suitably rated replacement swap provider entering into a suitable replacement swap agreement, where applicable or unless it is required to do otherwise.

The Swap Agreements will be governed by English Law.
SERVICING AND INTERCREDITOR ARRANGEMENTS FOR THE LOANS (OTHER THAN IN RESPECT OF THE TREVERIA II ACQUIRED LOAN AND THE DRESDNER OFFICE PORTFOLIO ACQUIRED LOAN) AND THE SWISS SENIOR NOTES

In this section, the “Relevant Whole German Loans” and the “Relevant Whole Loans” means, respectively, the Whole German Loans and the Whole Loans other than, in each case, the Dresdner Office Portfolio Loan and the Treveria II Loan.

Introduction

Pursuant to the Issuer Servicing Agreement, each of the Issuer and the German Subordinated Lenders will appoint Deutsche Bank AG, London Branch as the Issuer Servicer and Hatfield Philips International Limited as the Issuer Special Servicer to act as their agents and to exercise all their rights, powers and discretions, in relation to the Swiss Senior Notes, the Relevant Whole German Loans, the Dutch Loan and the relevant German Related Security and Dutch Related Security.

Pursuant to the Swiss Issuer Servicing Agreement, the Swiss Issuer will appoint Deutsche Bank AG, London Branch as the Swiss Issuer Servicer and Hatfield Philips International Limited as the Swiss Issuer Special Servicer to act as its agents and provide certain services in relation to the Swiss Loans and the Swiss Related Security. The economic interests in each Swiss Loan are represented by a Swiss Senior Note and a Swiss Subordinated Note.

The Deutsche Bank Security Trustee will delegate to the Issuer Servicer, and in certain circumstances described further below, the Issuer Special Servicer the exercise of all its rights, powers and discretions in relation to the Relevant German Loans and their German Related Security, other than those which may only be exercised by the legal owner of the relevant German Related Security (which Deutsche Bank Security Trustee will agree only to exercise in accordance with the instructions of the Issuer Servicer or, in certain circumstances described further below, the Issuer Special Servicer). In the case of the Dutch Loan and the Relevant Whole German Loans, when exercising the rights, powers and discretions of the Issuer and, in the case of the DFK Portfolio Loan, the German Subordinated Lender, or of the Deutsche Bank Security Trustee, the Issuer Servicer or, as the case may be, the Issuer Special Servicer, must act in accordance with, among other things, the terms of the Servicing Standard and, in the case of the DFK Portfolio Loan, the DFK Portfolio Intercreditor Deed.

The term “Swiss Senior Lender” refers to the Issuer as the holder of the senior economic benefit in the Swiss Loans (as holder of the Swiss Senior Notes in respect of such Swiss Loans); and, for the purposes of the Swiss Loan Agreements only, the Swiss Issuer will become the lender of record of each Swiss Loan on the Closing Date pursuant to the Swiss Loan Sale Agreement. The term “Swiss Subordinated Lender” refers to the holder of the junior economic benefit in the Swiss Loans (as holder of the Swiss Subordinated Notes in respect of such Swiss Loans).

The Swiss Issuer will delegate to the Swiss Issuer Servicer, and in certain circumstances, the Swiss Issuer Special Servicer, the exercise of all its rights, powers and discretions in relation to the Swiss Loans and the Swiss Related Security. When exercising the rights, powers and discretions of the Swiss Issuer, the Swiss Issuer Servicer or, as the case may be, the Swiss Issuer Special Servicer, must act in accordance with, among other things, the terms of the Servicing Standard, the Duty of Care and the Swiss Intercreditor Deeds.

Servicing Standard and Duty of Care

Each of the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer are required to perform its duties in accordance with and subject to the “Servicing Standard” which comprises, in relation to the Relevant Whole Loans, the following requirements:

(a) all applicable laws and regulations;
(b) the relevant Loan Agreements and the documents entered into in connection therewith;
(c) (i) in respect of the Issuer Servicer and the Issuer Special Servicer in the case of the DFK Portfolio Loan only, the DFK Portfolio Intercreditor Deed; or
(ii) in respect of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer in the case of the Swiss Loans, the relevant Swiss Intercreditor Deed;
(d) the Issuer Servicing Agreement (in the case of the Issuer Servicer and the Issuer Special Servicer) or the Swiss Issuer Servicing Agreement (in the case of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer); and

(e) the higher of:

(i) the same manner and with the same skill, care and diligence it applies in servicing similar loans for other third parties; and

(ii) the standard of care, skill and diligence which it applies in servicing commercial mortgage loans in its own portfolio,

in each case giving due consideration to customary and usual standards of practice of reasonably prudent commercial mortgage servicers servicing commercial mortgage loans which are similar to the Relevant Whole Loans and their Related Security with a view to the timely collection of all scheduled payments of principal, interest and other amounts due in respect of the Relevant Whole Loans and, if that loan comes into and continues in default, achieving the maximisation of the recoveries on that loan. If there is a conflict between the requirements which together comprise the Servicing Standard, they will be applied in the order in which they appear above.

In addition to performing its duties in accordance with the Servicing Standard, each of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer is also required to perform its duties in accordance with and subject to the “Duty of Care” which comprises the following undertakings made by each of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, in each case (without prejudice and subject to the Servicing Standard) to the Issuer and the Issuer Security Trustee, in consideration of the Issuer providing financial facilities to the Swiss Issuer in accordance with and subject to the terms of the Swiss Senior Notes:

(a) to perform all of its duties and obligations, undertake its functions and exercise its rights and discretions in, to and under the Swiss Issuer Servicing Agreement in a manner which is consistent with protecting and safeguarding the rights and interests of the Swiss Senior Lender in respect of or in relation to the Swiss Senior Notes and the Swiss Assets and any agreement, document, deed, interest, right, benefit or other entitlement ancillary or related thereto (together, the “Issuer's Swiss Interests”);

(b) not to take or omit to take any action or do or omit to do any thing which would detract from, undermine, devalue, depreciate or otherwise adversely affect the Issuer's Swiss Interests; and

(c) not to take or omit to take any action or do or omit to do any thing which would inhibit, prevent or otherwise adversely affect the ability of the Swiss Senior Lender to exercise or enforce any right, remedy or discretion in relation to or in connection with the Issuer's Swiss Interests.

The Swiss Issuer Servicer and the Swiss Issuer Servicer will, under the terms of the Swiss Issuer Servicing Agreement, owe the same Duty of Care to the holders of the Swiss Subordinated Notes, being the Swiss Subordinated Lenders. In the event of conflict between the Servicing Standard and the Duty of Care, the Servicing Standard shall prevail.

The Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer are required to adhere to the Servicing Standard and the Duty of Care without regard to any fees or other compensation to which they are entitled, any relationship they or any of their affiliates may have with any party to the transaction entered into in connection with the Notes or with any Borrower or any affiliate of any Borrower or the ownership of any Note, any Swiss Senior Note, any Swiss Subordinated Note, any Swiss Loan or any interest in the DFK Portfolio Subordinated Loan by the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer, the Swiss Issuer Special Servicer or any affiliate thereof. In performing their respective duties in relation to the DFK Portfolio Loan and the Swiss Loans, the Issuer Servicer and the Issuer Special Servicer, and the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, as applicable, must do so on behalf of the Issuer (as senior lender in the case of the DFK Portfolio Loan and Swiss Senior Lender in the case of the Swiss Loans) and the relevant Subordinated Lender as a collective whole. However, the German Subordinated Lender acknowledges in the Issuer Servicing Agreement and the DFK Portfolio Intercreditor Deed, and the Swiss Subordinated Lenders acknowledge in the Swiss Issuer Servicing Agreement and the Swiss Intercreditor Deeds, that, due to the subordinated nature of such Subordinated Lender's interest, notwithstanding compliance by the Issuer Servicer or the Swiss Issuer Servicer, as applicable or, as the case may
be, the Issuer Special Servicer or the Swiss Issuer Special Servicer with the Servicing Standard and the related terms set out above (including, in the case of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, the Duty of Care), the Subordinated Lenders may suffer a loss or be otherwise adversely affected in circumstances where no such adverse effect, loss, or a smaller loss, is suffered by the Issuer (as senior lender or Swiss Senior Lender, as applicable).

The Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer may, without the consent of any other person (including, without limitation, the Issuer, the Issuer Security Trustee or the Swiss Issuer), sub-contract or delegate their respective obligations under the Issuer Servicing Agreement and the Swiss Issuer Servicing Agreement. Notwithstanding any sub-contracting or delegation of the performance of any of its obligations under the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as applicable, the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, as the case may be, shall not be released or discharged from any liability thereunder and shall remain responsible for the performance of its obligations under the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as the case may be, by any subcontractor or delegate.

The DFK Portfolio Senior Loan will be serviced in the same manner as its related DFK Portfolio Subordinated Loan, subject to and in accordance with, among other things, the Servicing Standard and the terms of the DFK Portfolio Intercreditor Deed. All decisions made, and discretions exercised, in relation to the DFK Portfolio Senior Loan will apply equally to the related DFK Portfolio Subordinated Loan. The Swiss Loans will be serviced subject to and in accordance with, among other things, the Servicing Standard, the Duty of Care and the terms of the Swiss Intercreditor Deeds. The Subordinated Lenders, or the Operating Advisers acting on their behalf, will have certain rights in relation to the making of such decisions and the exercise of such discretions and the Issuer Servicer and Issuer Special Servicer or the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, as the case may be, will, subject to the terms of the DFK Portfolio Intercreditor Deed or the Swiss Intercreditor Deeds, as applicable, and as required by the Servicing Standard and, in the case of the Swiss Loans, the Duty of Care, be required to take the interests of the relevant Subordinated Lender into account when exercising their powers and performing their duties in relation to the DFK Portfolio Loan or the Swiss Loans, as applicable. However, no rights of an Operating Adviser or a Subordinated Lender may cause the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer to act in a manner which is inconsistent with the Servicing Standard and none of the aforementioned rights will prevent the Issuer Special Servicer or the Swiss Issuer Special Servicer, as the case may be, from taking or completing any enforcement action or realising upon the security for the DFK Portfolio Loan or the relevant Swiss Loan, as applicable.

In addition to its functions in relation to the Dutch Loan and the Relevant Whole German Loans, the Issuer Servicer will also exercise the rights of the Issuer in respect of the Swiss Senior Notes but not, for the avoidance of doubt, the Swiss Loans.

Roles of the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer

The Issuer Servicer will service and administer the Dutch Loan and each Relevant Whole German Loan and the Swiss Issuer Servicer will service and administer the Swiss Loans until the occurrence of a Special Servicer Transfer Event in relation to that Loan.

The Relevant Whole Loans will become subject to a “Special Servicer Transfer Event” in the event any of the following occurs:

(a) a payment default on a Relevant Whole Loan on its final maturity date if not extended;

(b) any payment by a Borrower under a Loan Agreement in respect of a Relevant Whole Loan being more than 45 days overdue;

(c) a Borrower in respect of a Relevant Whole Loan becomes the subject of insolvency proceedings or certain other insolvency related events;

(d) the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, as the case may be, receiving a notice of the enforcement of any other security on a Property securing a Relevant Whole Loan; and
(e) any other default, as prescribed under a Loan Agreement in respect of a Relevant Whole Loan, occurring which is not cured within the applicable cure period or, which in the opinion of the Issuer Servicer or the Swiss Issuer Servicer, as applicable, and is not likely to be cured within 30 days, that would, in the opinion of the Issuer Servicer or the Swiss Issuer Servicer, as applicable, be likely to have a material adverse effect upon the Issuer, in respect of a Relevant Whole German Loan or the Dutch Loan, or, in respect of the DFK Portfolio Loan, the relevant German Subordinated Lender, or, in respect of the Swiss Loans, the Swiss Issuer.

The Issuer Special Servicer will formally assume special servicing duties in respect of the Dutch Loan or a Relevant Whole German Loan, and the Swiss Issuer Special Servicer will formally assume special servicing duties in respect of a Swiss Loan, and that loan will become a "Specially Serviced Loan" on the occurrence of a Special Servicer Transfer Event. Full servicing of the Relevant Whole Loan which has become a Specially Serviced Loan will be retransferred to the Issuer Servicer or the Swiss Issuer Servicer, as the case may be, and it will become a "Corrected Loan" when no monetary Special Servicer Transfer Event has occurred for two consecutive interest periods and the facts giving rise to any other Special Servicer Transfer Event have ceased to exist and no other matter exists which would give rise to that loan becoming a Specially Serviced Loan. Similarly, if, in relation to a relevant event in respect of the DFK Portfolio Loan or a Swiss Loan, the relevant Subordinated Lender makes a Cure Payment or a Cure Deposit in respect of the DFK Portfolio Senior Loan or a Swiss Loan, as applicable, the making of such payment or deposit or exercise of other cure right will prevent the occurrence of a Special Servicer Transfer Event or will lead to the retransfer of servicing responsibility in respect of the DFK Portfolio Loan or the Swiss Loans to the Issuer Servicer or the Swiss Issuer Special Servicer, as applicable.

Notwithstanding the appointment of the Issuer Special Servicer or the Swiss Issuer Special Servicer, the Issuer Servicer will be required to continue to collect information and prepare all reports required to be collected or prepared by it under the Issuer Servicing Agreement (subject to receipt by it of the required information from, as applicable, the Issuer Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer) and to perform certain other day-to-day administrative functions and the Swiss Issuer Servicer will be required to continue to collect information and provide to the Issuer Servicer and the Issuer Special Servicer such information as may be required or required therefrom in order for the Issuer Servicer or the Issuer Special Servicer to perform their respective duties under the Issuer Servicing Agreement and to perform certain other day-to-day administrative functions. Neither the Issuer Servicer nor the Issuer Special Servicer will have responsibility for the performance by the other of its obligations and duties under the Issuer Servicing Agreement. Similarly, neither the Swiss Issuer Servicer nor the Swiss Issuer Special Servicer will have responsibility for the performance by the other of its obligations and duties under the Swiss Issuer Servicing Agreement.

Operating Adviser

The Controlling Party in relation to a Relevant Whole Loan may appoint a representative (an "Operating Adviser"), to represent its interests when the Issuer Servicer, the Issuer Special Servicer, the Swiss issuer Servicer or the Swiss Issuer Special Servicer are making decisions regarding the Relevant Whole Loan. With respect to the DFK Portfolio Loan and the Swiss Loans, provided a Control Valuation Event has not occurred, the relevant Subordinated Lender will be the Controlling Party in relation to the Relevant Whole Loan. With respect to the Relevant Whole Loans other than the DFK Portfolio Loan and the Swiss Loans, or where a Control Valuation Event has occurred in respect of the DFK Portfolio Loan or the Swiss Loans, the Controlling Class in relation to the Dutch Loan or a Relevant Whole German Loan will be the Controlling Party and, in relation to a Swiss Loan, the Controlling Party will be the Issuer, as the holder of the relevant Swiss Senior Note. However, any rights of the Issuer as Controlling Party in relation to a Swiss Loan will be exercisable at the direction of the Controlling Class. Any Operating Adviser appointed by the Controlling Party in relation to a Relevant Whole Loan will be entitled to require the Issuer or the Swiss issuer, as the case may be, to replace the person then acting as the Issuer Special Servicer or Swiss Issuer Special Servicer, as applicable, in relation to that Relevant Whole Loan with a person nominated by the Operating Adviser (subject to, among other things, the Rating Agencies confirming that the appointment of the nominee will not result in the then current rating assigned to any class or classes of Notes being downgraded, withdrawn or qualified).
The Issuer Servicer or the Swiss Issuer Servicer or, if the Relevant Whole Loan is a Specially Serviced Loan, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, may agree to any request by the relevant Borrower or any other relevant obligor to provide a consent if the provisions of the relevant Loan Agreement require such consent to be granted, subject to certain conditions being satisfied, provided that the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, is acting in accordance with the Servicing Standard and, in respect of a Swiss Loan, the Duty of Care, and the Operating Adviser is satisfied that the relevant conditions have been met and provided further that, if the Operating Adviser and the Issuer Servicer or the Swiss Issuer Servicer or, as the case may be, the Issuer Special Servicer or the Swiss Issuer Special Servicer do not agree that the relevant conditions have been met, the views of the Issuer Servicer or the Swiss Issuer Servicer or, as the case may be, the Issuer Special Servicer or the Swiss Issuer Special Servicer shall prevail over those of the Operating Adviser.

The Issuer Servicer or the Swiss Issuer Servicer or, if at the relevant time the Relevant Whole Loan is a Specially Serviced Loan, the Issuer Special Servicer or the Swiss Issuer Special Servicer must also give prior notice to the Operating Adviser of its intention to take certain decisions in relation to that Relevant Whole Loan, including to:

(a) make an amendment to the relevant Loan Agreement which would result in the extension or shortening of the final maturity date;
(b) modify the interest rate on all or any part thereof;
(c) modify the amount or timing of any payment of interest or principal;
(d) forgive any interest or principal;
(e) make any further advance;
(f) agree to the release of a Property, as applicable, from the security created by the relevant Related Security and/or to the substitution of a Property that secures the Relevant Whole Loan with another property (other than in circumstances which are contemplated by the relevant Loan Agreement);
(g) release the relevant Borrower or Borrowers (or any other person obligated to provide security or make payment under the relevant Loan Agreement (each an “Obligor)) from its obligations;
(h) agree to the further encumbrance of any assets which secure the Relevant Whole Loan;
(i) waive or reduce any prepayment fee, late payment charge or default interest;
(j) confirm to the relevant Borrower or Borrowers the amount of breakage costs or prepayment fees payable on a redemption (in whole or in part);
(k) cross-default the Relevant Whole Loan to any other indebtedness of the relevant Borrower or Borrowers;
(l) approve any material capital expenditure;
(m) agree to the modification in any material respect of any headlease by which any Obligor holds an interest in a Property;
(n) agree to change any reporting requirements under relevant Loan Agreement;
(o) consent to the creation of any mezzanine debt of any direct or indirect owner of the relevant Borrower or Borrowers that would be paid from distributions of net cash flows from a Property;
(p) accept any insurance company or underwriter pursuant to the relevant Loan Agreement;
(q) consent to the grant of any new occupational lease or the modification or termination of any existing occupational lease unless in accordance with the Relevant Whole Loan documents or, as the circumstances require, as determined by the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, acting in accordance with the Servicing Standard, consent cannot be unreasonably withheld or delayed;
(r) commence formal enforcement proceedings in respect of the relevant Related Security for the repayment of the Relevant Whole Loan, including the appointment of a receiver or administrator or similar or analogous proceedings;
(s) take any action to remedy an environmental problem at a Property securing a Relevant Whole Loan;
(t) waive a Relevant Whole Loan event of default;
(u) approve a restructuring plan in the insolvency of a Borrower;
(v) defer interest on all or any part of a Relevant Whole Loan for more than 10 Business Days;
(w) modify any provision of a relevant Loan Agreement relating to the rights of a relevant lender to assign its interest therein; or
(x) modify any provision of any Relevant Whole Loan documents relating to any of the following:
   (i) reserve requirements;
   (ii) rent collection;
   (iii) cash management;
   (iv) financial covenants;
   (v) hedging requirements;
   (vi) insurance requirements;
   (vii) the basis on which all or any part of the security for the Relevant Whole Loan may be released or substituted;
   (viii) the basis on which all or any of the Obligors, as applicable, may be released from their obligations under any Relevant Whole Loan documents; and
   (ix) the basis on which further encumbrances over a Property securing a Relevant Whole Loan may be created.

Following such notification, the Issuer Servicer or the Swiss Issuer Servicer or, as the case may be, the Issuer Special Servicer or the Swiss Issuer Special Servicer, will not take the relevant action until the earliest of (a) in the case of items (a) to (e) (inclusive) above, five Business Days and, in the case of items (f) to (x) (inclusive) above, 10 Business Days, after the Operating Adviser has been notified of the relevant matter and of the Issuer Servicer’s, the Swiss Issuer Servicer’s, the Issuer Special Servicer’s or the Swiss Issuer Special Servicer’s proposals, as applicable, in relation thereto; and (b) the date on which the Operating Adviser confirms in writing that the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, may proceed in accordance with those proposals. If the Operating Adviser has not confirmed in writing within the prescribed period of time whether it agrees or disagrees with the proposed course of action, the Operating Adviser will be deemed to have agreed thereto.

If, prior to five (or, as the case may be, 10) Business Days after the notification referred to above, the Operating Adviser notifies the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, that it disapproves of the proposed course of action it shall also suggest to the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, alternative courses of action. Within five (or, as the case may be, 10) Business Days thereafter, the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, shall submit to the Operating Adviser a revised proposal which shall, to the extent that the same are not inconsistent with the Servicing Standard and, in respect of a Swiss Loan, the Duty of Care, incorporate the alternatives suggested by the Operating Adviser.

Each of the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, shall continue to revise its proposals in the manner described in the preceding paragraph until the earliest of:

(a) the delivery by the Operating Adviser of an approval in writing of the revised proposal;
(b) the failure of the Operating Adviser to disapprove of such revised proposal in writing by the fifth (or, as the case may be, tenth) Business Day after its delivery to the Operating Adviser; and
(c) the passage of 45 days from the date of preparation of the first version of the proposal submitted by the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable.
Notwithstanding any of the foregoing requirements, no right of an Operating Adviser to be consulted in connection with a Relevant Whole Loan shall permit the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, to take any action or to refrain from taking any action which, in the good faith and reasonable judgement of the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, would cause the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, to violate the Servicing Standard and, in the case of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, the Duty of Care. Nor will the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, refrain from taking any action pending receipt of any proposals from the Operating Adviser, following notification, if the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, in its good faith and reasonable judgement, determines that immediate action is necessary to comply with the Servicing Standard and, in the case of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, the Duty of Care. The taking of any action prior to the receipt of the Operating Adviser’s approval thereof or in a manner which is contrary to the directions of, or disapproved by, the Operating Adviser shall not constitute a breach by the Issuer Servicer or the Issuer Special Servicer of the Issuer Servicer’s, the Swiss Issuer Servicer’s, the Issuer Special Servicer’s or the Swiss Issuer Special Servicer’s good faith and reasonable judgement, such action was required by the Servicing Standard and, in the case of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, the Duty of Care.

If, in order to comply with the requirements described in the preceding paragraph, the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, takes action prior to receiving a response from the Operating Adviser and the Operating Adviser objects to such actions within five Business Days after being notified of such action and being provided with all reasonably requested information, the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as the case may be, must (subject always to the foregoing requirements described in the preceding paragraph) take due account of the advice and representations made by the Operating Adviser regarding any further steps that should be taken.

A “Control Valuation Event” (as determined by the Issuer Servicer in respect of the DFK Portfolio Loan or the Swiss Issuer Servicer in respect of a Swiss Loan) will exist:

(a) on any date in relation to the DFK Portfolio Loan, if the difference between:

(i) the then outstanding principal balance of the DFK Portfolio Subordinated Loan, minus

(ii) the applicable Valuation Reduction Amount,

is less than 25 per cent. of the then outstanding principal balance of the DFK Portfolio Subordinated Loan; or

(b) on any date in relation to a Swiss Loan, the economic benefit in which is represented by a Swiss Senior Note and a Swiss Subordinated Note, if the difference between:

(i) the then outstanding principal balance of the relevant Swiss Subordinated Note, minus

(ii) the applicable Valuation Reduction Amount,

is less than 25 per cent. of the then outstanding principal balance of that Swiss Subordinated Note.

“Valuation Reduction Amount” means:

(a) in relation to the DFK Portfolio Loan, the excess of:

(i) the aggregate outstanding principal balance of the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan over

(ii) the excess of:
90 per cent. of the sum of the values set forth in the respective valuations for the Properties securing the DFK Portfolio Loan (net of any prior security interests but including all reserves or similar amount held by the Issuer Servicer which may be applied toward payments on the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan (other than amounts held in the relevant German Borrower account for ground rents)) over

the sum of:

(1) all unpaid interest on the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan;

(2) all unreimbursed Property Protection Advances made in relation to the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan;

(3) any other unpaid fees, expenses and other amounts of any party that are payable in priority to amounts due and payable in respect of the DFK Portfolio Senior Loan; and

(4) all currently due and unpaid ground rents and insurance premium (net of any amounts held in the relevant German Borrowers’ accounts for such purpose) and all other amounts due and unpaid with respect to the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan; or

in relation to a Swiss Loan, the excess of:

(i) the aggregate outstanding principal balance of the relevant Swiss Senior Note and its related Swiss Subordinated Note over

(ii) the excess of:

(A) 90 per cent. of the sum of the values set forth in the respective valuations for the Property securing the relevant Swiss Loan (net of any prior security interests but including all reserves or similar amount held by the Swiss Issuer Servicer which may be applied toward payments on the relevant Swiss Senior Note and its related Swiss Subordinated Note (other than amounts held in the relevant Swiss Borrower’s account for ground rents)) over

the sum of:

(1) all unpaid interest on the relevant Swiss Senior Note and its related Swiss Subordinated Note;

(2) all unreimbursed Property Protection Advances made in relation to the relevant Swiss Senior Note and its related Swiss Subordinated Note;

(3) any other unpaid fees, expenses and other amounts of any party that are payable in priority to amounts due and payable in respect of the relevant Swiss Senior Note; and

(4) all currently due and unpaid ground rents and insurance premium (net of any amounts held in the relevant Swiss Borrower’s accounts for such purpose) and all other amounts due and unpaid with respect to the relevant Swiss Senior Note and its related Swiss Subordinated Note.

Annual Review Procedure

The Issuer Servicer is required to undertake an annual review of the Relevant Whole Loans and shall prepare certain reports (including, without limitation, Servicer Quarterly Reports). The Issuer Servicer may conduct more frequent reviews if it has cause for concern as to the ability of any Borrower to meet its obligations under the any Loan Agreements in respect of the Relevant Whole Loans. Such a review (annual or otherwise) may, but need not necessarily, include an inspection of the relevant Property or Properties constituting security therefor and will include analysis of the cash flow arising from the relevant Property or Properties. The Issuer Special Servicer, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer have each agreed to provide any information in its possession which may be requested by the Issuer Servicer to carry out any such review or prepare any such reports.
Insurance

The Issuer Servicer, in respect of the Dutch Loan and the Relevant Whole German Loans and the Swiss Issuer Servicer, in respect of the Swiss Loans, will establish, administer and maintain procedures to monitor compliance by the Borrowers with the requirements of the relevant Loan Agreements relating to insurance.

Hedging Arrangements

The Issuer Servicer and the Swiss Issuer Servicer will administer and perform certain other duties in respect of any hedging arrangements entered into by the Issuer and the Swiss Issuer, respectively.

Property Protection Advances

The Loan Agreements in respect of the Relevant Whole Loans oblige the Borrowers to pay certain amounts to third parties, such as insurers and persons providing services in connection with the operation of the Property or Properties, as the case may be, securing a Relevant Whole Loan.

If:

(a) the Borrower or Borrowers in respect of a Relevant Whole Loan fails to pay any such amount (and there are insufficient funds available in the relevant Borrower account to pay it); and

(b) the relevant Loan Agreement entitles the relevant lender to pay or discharge the obligation to the third party; and

(c) the relevant Loan Agreement requires the Borrower or Borrowers to reimburse the lender for any payments so made; and

(d) the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, is satisfied that such amounts will, in addition to all other amounts due, be recoverable from the relevant Borrower or Borrowers; and

(e) the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, is otherwise satisfied that paying such amounts would be in accordance with the Servicing Standard and, in the case of the Swiss Issuer Servicer and the Swiss Issuer Servicer, the Duty of Care, to do so,

then the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, may make the relevant payment (any such payment being a “Property Protection Advance”).

The Issuer Servicer or the Issuer Special Servicer may make a Property Protection Advance by requesting the Cash Manager to make a drawing under the Liquidity Facility Agreement, being a Property Protection Drawing. Alternatively, if no funds are available to be drawn under the Liquidity Facility Agreement for that purpose and if the Issuer Servicer or Issuer Special Servicer decides in its sole discretion to do so, it may make a Property Protection Advance from its own funds. If the Issuer Servicer or the Issuer Special Servicer makes a Property Protection Advance from its own funds, it will be repaid (subject to the priority of payments) together with interest thereon at EURIBOR plus the Liquidity Margin (the “Reimbursement Rate”) on the Distribution Date immediately following the date on which such Property Protection Advance was made.

The Swiss Issuer Servicer or the Swiss Issuer Special Servicer may procure the making of a Property Protection Advance by requesting a Property Protection Drawing under the Swiss Inter-company Loan Agreement. Alternatively, if no funds are available to be drawn under the Swiss Inter-company Loan Agreement for that purpose and if the Swiss Issuer Servicer or Swiss Issuer Special Servicer decides in its sole discretion to do so, it may make a Property Protection Advance from its own funds. If the Swiss Issuer Servicer or the Swiss Issuer Special Servicer makes a Property Protection Advance from its own funds, it will be repaid (subject to the priority of payments) together with interest thereon at Swiss Franc three-month LIBOR plus the Liquidity Margin (the “Swiss Reimbursement Rate”) on the Swiss Note Interest Payment Date immediately following the date on which such Property Protection Advance was made.

Purchase right of Issuer Servicer

If, at any time, the Principal Amount Outstanding of all of the Loans is reduced to an amount equal to less than 10 per cent. of their principal amount outstanding as at the Closing Date then,
unless the Issuer otherwise elects to redeem the Notes in full pursuant to Condition 6(d) (Optional Redemption in Full) at page 212, the Issuer Servicer will have the option to acquire the Dutch Loan, the German Loans (including the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes from the Issuer for the amount necessary for the Issuer to cause a redemption of the Notes in accordance with Condition 6(d) (Optional Redemption in Full) at page 212. Any purchase by the Issuer Servicer of the Dutch Loan, the German Loans (including the Treveria II Acquired Loan and Dresdner Office Portfolio Acquired Loan) and the Swiss Senior Notes in connection with such a redemption of the Notes by the Issuer will result in redemption in full of the Notes.

Purchase right of Swiss Issuer Servicer

If, at any time, the aggregate principal amount outstanding of all the Swiss Loans then owned by the Swiss Issuer is reduced to an amount equal to less than 10 per cent. of their aggregate principal amount outstanding as at the Closing Date, then the Swiss Issuer Servicer will have the option to acquire all (but not some only) of the Swiss Loans and the Swiss Senior Notes on any Swiss Note Interest Payment Date. Any purchase by the Swiss Issuer Servicer of the Swiss Loans will result in a redemption of the Swiss Senior Notes and a consequential redemption of the Notes.

Quarterly Reporting

The Issuer Servicer has agreed to deliver to the Cash Manager and the Issuer Special Servicer on each Determination Date, for the period from and including a each Loan Interest Payment Date to, but excluding, the next following Loan Interest Payment Date (each, a “Loan Interest Period”), a report in respect of all of the Whole Loans (including the Treveria II Loan and the Dresdner Office Portfolio Loan) setting forth, among other things, quarterly payments on the Whole Loans as well as the tracking of both scheduled and unscheduled payments in respect of the Whole Loans. The Issuer Servicer has also agreed to provide, during each Loan Interest Period, a report (a “Servicer Quarterly Report”) (based, where necessary, on information provided to the Issuer Servicer by the Issuer Special Servicer, the Treveria II Facility Agent, the Treveria II Special Servicer, the Swiss Issuer Servicer, Swiss Issuer Special Servicer or, in the case of the Dresdner Office Portfolio Loan, the Helaba Facility Agent, as applicable), with the following information regarding the Whole Loans and the Properties providing security therefor in relation to the immediately preceding Loan Interest Period:

(a) a report setting forth the information provided by the obligors pursuant to the information covenants contained in the relevant Loan Agreements;
(b) a report setting forth, among other things, general information in relation to the Whole Loans including cut-off balance, original mortgage rate, maturity date and general payment information, as well as financial data; and
(c) a report setting forth, among other things, information regarding the relevant Properties.

Other Reporting

The Issuer Servicer has agreed to deliver to the Issuer, the Cash Manager, the Issuer Security Trustee and the Issuer Special Servicer the following reports:

(a) on each Loan Interest Payment Date, immediately following a modification of a Whole Loan, a report setting forth, among other things, the original and revised terms, as applicable, of (i) that Whole Loan as of such Loan Interest Payment Date, and (ii) that Whole Loan as of the date of the initial advance under the relevant Loan Agreement; and
(b) on each Loan Interest Payment Date following a liquidation of a Whole Loan, a report setting forth, among other things, the amount of Liquidation Proceeds or Swiss Liquidation Proceeds, as applicable, and liquidation expenses in connection with the liquidation of the relevant Whole Loan.

The Issuer Servicer’s ability to provide the reports referred to above in relation to:

(a) the Dutch Loan, a Relevant Whole German Loan or the Dresdner Office Portfolio Loan while it is a Specially Serviced Loan, may depend on the timely receipt of the necessary information from the Issuer Special Servicer;
(b) a Swiss Loan may depend on the timely receipt of the necessary information from the Swiss Issuer Servicer and, if that Swiss Loan is a Specially Serviced Loan, the Swiss Issuer Special Servicer; and

(c) the Treveria II Loan may depend on the timely receipt of the necessary information from the Treveria II Facility Agent or, if the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer.

Modifications, Waivers, Amendments and Consents

The Issuer Servicer or the Swiss Issuer Servicer, as applicable or, if the Relevant Whole Loan is a Specially Serviced Loan, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, will be responsible for responding to requests for consent to waivers or modifications relating to a Loan Agreement in respect of a Relevant Whole Loan, or granting any consent requested by any relevant Obligor. However, the Issuer Servicer may not do so in respect of the DFK Portfolio Loan and the Swiss Issuer Servicer may not do so in respect of a Swiss Loan without the consent of the relevant Subordinated Lender if the effect of the consent, modification or waiver would be to change the margin, the maturity date or principal balance of the DFK Portfolio Loan or the relevant Swiss Loan, as the case may be. The views of the Subordinated Lender in relation to any amendment, waiver or approval in respect of which its consent must be obtained may differ from those of the Issuer (or of the Issuer Servicer, Swiss Issuer Servicer, Issuer Special Servicer or Swiss Issuer Special Servicer, as applicable, on behalf of the Issuer, as senior lender) and may prevent the Issuer Servicer or the Swiss Issuer Servicer, as the case may be, but not the Issuer Special Servicer or the Swiss Issuer Special Servicer, from taking, on behalf of the Issuer, as senior lender in respect of the DFK Portfolio Loan or the Swiss Issuer, as lender in respect of a Swiss Loan, action which it would otherwise consider appropriate to take in accordance with the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as the case may be. The Issuer Special Servicer may, in respect of the DFK Portfolio Loan, and the Swiss Issuer Special Servicer may, in respect of a Swiss Loan, respond to such requests or grant any such consents without the consent of the relevant Subordinated Lender provided that, in doing so, it is acting in accordance with the Servicing Standard and, in the case of the Swiss Issuer Special Servicer, the Duty of Care. Notwithstanding any of the above, in no circumstances shall the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as applicable, from completing any enforcement action, realising upon the security for the DFK Portfolio Loan or a Swiss Loan, as the case may be, in connection with any action otherwise taken in accordance with the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as applicable.

For further information on certain other rights of the Operating Adviser in relation to waivers, modifications amendments and consents to Relevant Whole Loans, see “Operating Adviser” above at page 137.

Servicing Fee, Special Servicing Fee, Liquidation Fees and Workout Fees

For the purposes of this section, any reference to a fee being payable in respect of a Relevant Whole Loan will, in the case of the Issuer Servicer or the Issuer Special Servicer, be a reference to the Dutch Loan or a Relevant Whole German Loan only and, in the case of the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, be a reference to a Swiss Loan only.

On each Distribution Date, the Issuer Servicer will be entitled to be paid by the Issuer and, on each Swiss Note Interest Payment Date, the Swiss Issuer Servicer be entitled to be paid by the Swiss Issuer, a fee (each a “Servicing Fee” and, together, the “Servicing Fees”) equal to 0.10 per cent. per annum (plus VAT, if applicable) of the outstanding principal balance of the Relevant Whole Loan at the beginning of the Loan Interest Periods ending prior to such Distribution Date or Swiss Note Interest Payment Date, as applicable. Following any termination of the Issuer Servicer’s appointment as Issuer Servicer or the Swiss Issuer Servicer’s appointment as Swiss Issuer Servicer, the Servicing Fee will be paid to any substitute servicer appointed in place thereof; provided that the Servicing Fee may be payable to any substitute servicer at a higher rate agreed in writing by the Issuer (after consultation with the Note Trustee) (but which does not exceed the rate then commonly charged by providers of loan servicing services in relation to commercial properties).
On each Distribution Date, the Issuer Special Servicer will be entitled to be paid by the Issuer and, on each Swiss Note Interest Payment Date, the Swiss Issuer Special Servicer will be entitled to be paid by the Swiss Issuer:

(a) a fee (each a “Special Servicing Fee” and, together, the “Special Servicing Fees”) equal to 0.20 per cent. per annum (plus VAT, if applicable) of the outstanding principal amount of each Relevant Whole Loan, for each day that Relevant Whole Loan is designated as a Specially Serviced Loan. The Special Servicing Fees will be paid in addition to the Servicing Fees. The Special Servicing Fees will accrue on a daily basis over the relevant period and will be payable:

(i) to the Issuer Special Servicer on each Distribution Date commencing with the Distribution Date following the date on which such period begins and ending on the Distribution Date following the end of such period; and

(ii) to the Swiss Issuer Special Servicer on each Swiss Note Interest Payment Date commencing with the Swiss Note Interest Payment Date following the date on which such period begins and ending on the Swiss Note Interest Payment Date following the end of such period;

(b) a fee (each a “Liquidation Fee” and, together, the “Liquidation Fees”) equal to 0.80 per cent. (plus VAT, if applicable) of the proceeds of sale, net of costs and expenses of sale, if any, arising from the sale of a Relevant Whole Loan or any part of a Property following the enforcement of the security (or deed in lieu thereof) in respect of the Relevant Whole Loan (such proceeds, “Liquidation Proceeds”) which shall be payable in accordance with the terms of the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as applicable, provided that no Liquidation Fee will be payable in respect of Liquidation Proceeds in certain circumstances including, under certain conditions, where a Relevant Whole Loan or any part of a Property providing security therefor is sold to an affiliate of the Issuer Special Servicer or the Swiss Issuer Special Servicer. To the extent that any Liquidation Fee is payable by the Issuer or the Swiss Issuer, as the case may be, it will be payable in priority to the Notes or the Swiss Senior Notes, as applicable, on the Distribution Date or Swiss Note Interest Payment Date, as the case may be, following the receipt of Liquidation Proceeds. Although the Liquidation Fees are intended to provide the Issuer Special Servicer and the Swiss Issuer Special Servicer with an incentive to better perform their duties under the Issuer Servicing Agreement and the Swiss Issuer Servicing Agreement, respectively, the payment of any Liquidation Fee by the Issuer or the Swiss Issuer may, under certain circumstances, reduce amounts payable to the Noteholders or the Swiss Noteholders, respectively; and

(c) a workout fee (each a “Workout Fee” and, together, the “Workout Fees”) if a Relevant Whole Loan which was a Specially Serviced Loan subsequently becomes a Corrected Loan. The Workout Fee will be an amount equal to 0.80 per cent. (plus VAT, if applicable) of each collection of interest and principal received on the Relevant Whole Loan for so long as it remains a Corrected Loan. However, no Workout Fee will be payable if the Special Servicer Transfer Event which gave rise to such loan becoming a Specially Serviced Loan ceased to exist within two weeks of it becoming a Specially Serviced Loan and no other Special Servicer Transfer Event occurred while such Relevant Whole Loan remained a Specially Serviced Loan.

The Servicing Fee and the Special Servicing Fee will cease to be payable in relation to a particular Relevant Whole Loan if any of the following events (each, a “Liquidation Event”) occurs in relation to that loan:

(a) the Relevant Whole Loan is repaid in full;

(b) a Final Recovery Determination is made with respect to the Relevant Whole Loan; or

(c) the Relevant Whole Loan is repurchased by the Deutsche Bank Originator under the Dutch Loan Sale Agreement, German Loan Sale Agreement or the Swiss Loan Sale Agreement, as applicable; or

(d) the Relevant Whole Loan is purchased by the Issuer Servicer or the Swiss Issuer Servicer, as applicable, pursuant to the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as the case may be; or
the DFK Portfolio Senior Loan or a Swiss Senior Note representing a senior interest in a Swiss Loan is purchased by the relevant Subordinated Lender as described in “The DFK Portfolio Intercreditor Deed and the Swiss Intercreditor Deeds” at page 149.

“Final Recovery Determination” means a determination by the Issuer Special Servicer or the Swiss Issuer Special Servicer, acting in accordance with the Servicing Standard and, in the case of the Swiss Issuer Special Servicer, the Duty of Care, that there has been a recovery of all principal as a result of enforcement procedures undertaken in respect of a Relevant Whole Loan and other payments or recoveries that, in the Issuer Special Servicer’s or the Swiss Issuer Special Servicer’s judgment, will ultimately be recoverable with respect to that Relevant Whole Loan, such judgment to be exercised in accordance with the Servicing Standard and, in the case of the Swiss Issuer Special Servicer, the Duty of Care.

On each Distribution Date, the Issuer Servicer and the Issuer Special Servicer will be entitled to be reimbursed (with interest thereon) in respect of out-of-pocket costs, expenses and charges properly incurred by them in the performance of their servicing obligations under the Issuer Servicing Agreement. On each Swiss Note Interest Payment Date, the Swiss Issuer Servicer and the Swiss Issuer Special Servicer will be entitled to be reimbursed (with interest thereon) in respect of out-of-pocket costs, expenses and charges properly incurred by them in the performance of their servicing obligations under the Swiss Issuer Servicing Agreement. Such costs and expenses are payable to the Issuer Servicer and the Issuer Special Servicer by the Issuer, and to the Swiss Issuer Servicer and the Swiss Issuer Special Servicer by the Swiss Issuer (subject in each case to the applicable priority of payments) on the Distribution Date or Swiss Note Interest Payment Date, as applicable, following the Loan Interest Period during which they are incurred by the Issuer Servicer, the Swiss Issuer Servicer, Issuer Special Servicer or the Swiss Issuer Special Servicer, as the case may be, and without prejudice to any other rights to payment or, in the case of fees and expenses which are paid directly by a Borrower or Borrowers in respect of a Relevant Whole Loan, immediately on the date such fees and expenses are collected from that Borrower or those Borrowers.

In the case of the Relevant Whole Loans other than the DFK Portfolio Loan and the Swiss Loans, the Issuer will be obliged to make all payments due to the Issuer Servicer and the Issuer Special Servicer in relation thereto.

In relation to the DFK Portfolio Loan, the DFK Portfolio Intercreditor Deed provides that, on each Loan Interest Payment Date, the fees and expenses payable to the Issuer Servicer and the Issuer Special Servicer on the next Distribution Date in relation to the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan will be provided for before any payments of principal, interest or other amounts are paid to the Issuer (as senior lender) or the German Subordinated Lender. If the amount due to the Issuer Servicer and/or the Issuer Special Servicer is greater than the amount received from the relevant Borrowers, the Issuer will make good the relevant shortfall from Available Funds (which amounts may represent the proceeds of a drawing pursuant to the Liquidity Facility Agreement). The Issuer will be entitled to be reimbursed by the German Subordinated Lender in respect of any such payment (together with interest at the rate payable by the Issuer on the relevant Liquidity Drawing (if such payment is made by the Issuer using the proceeds of a Liquidity Drawing) or with interest at the Reimbursement Rate (if such payment is made otherwise than by a Liquidity Drawing)) from amounts payable under the DFK Portfolio Subordinated Loan on each following German Loan Interest Payment Date until the Issuer has been reimbursed in full, with interest at the appropriate rate.

In relation to the Swiss Loans, the Swiss Intercreditor Deeds provide that, on each Loan Interest Payment Date, the fees and expenses payable to the Swiss Issuer Servicer and the Swiss Issuer Special Servicer on the next Swiss Note Interest Payment Date in relation to the relevant Swiss Senior Note and its related Swiss Subordinated Note will be provided for before any payments of principal, interest or other amounts are paid to the Issuer (as Swiss Senior Lender) or the relevant Swiss Subordinated Lender, as the holders of the Swiss Senior Notes and the Swiss Subordinated Notes, respectively. However, if, after providing for such payments, the receipts from the relevant Borrower would be insufficient to fund all amounts then due and payable to the Issuer (as Swiss Senior Lender), the Swiss Issuer will make good the relevant shortfall from Swiss Available Principal Receipts and Swiss Available Interest Receipts (which amounts may represent the proceeds of an Expense Drawing made under the Swiss Inter-company Loan Agreement). The Swiss Issuer will be entitled to be reimbursed by the relevant Swiss Subordinated Lender in respect of any such payment or deduction (together, as applicable, with interest at the rate payable...
by the Swiss Issuer on the relevant drawing under the Swiss Inter-company Loan Agreement (if such payment is made by the Swiss Issuer using the proceeds of a drawing under the Swiss Inter-company Loan Agreement) or with interest at the Swiss Reimbursement Rate (if such payment is made otherwise than by a drawing under the Swiss Inter-company Loan Agreement)) from amounts payable under the relevant Swiss Subordinated Note on each following Swiss Note Interest Payment Date until the Swiss Issuer has been reimbursed in full, with interest at the appropriate rate.

To the extent that any amounts are payable by the Issuer to the Issuer Servicer or the Issuer Special Servicer or by the Swiss Issuer to the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, such amounts will be payable in accordance with the relevant priority of payments in priority to payments of interest on and repayments of principal of the Notes or the Swiss Senior Notes, as applicable, such amounts having been paid to the Issuer in accordance with the DFK Portfolio Intercreditor Deed or to the Swiss Issuer in accordance with the Swiss Intercreditor Deeds. This order of priority has been agreed with a view to procuring the continuing performance by the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special and the Swiss Issuer Special Servicer of their respective duties at all times while the Notes and the Swiss Senior Notes are outstanding.

Termination of Appointment of Issuer Servicer, Swiss Issuer Servicer, Issuer Special Servicer or Swiss Issuer Special Servicer

The Issuer Security Trustee may terminate the appointment of the Issuer Servicer or the Issuer Special Servicer under the Issuer Servicing Agreement and the Swiss Issuer may terminate the appointment of the Swiss Issuer Servicer or the Swiss Issuer Special Servicer under the Swiss Issuer Servicing Agreement upon the occurrence of a termination event, including, among other things, a default in procuring the transfer on any Loan Interest Payment Date of the amounts required to be transferred from a Borrower account to the Issuer Transaction Account under the Issuer Servicing Agreement, in the case of the Issuer Servicer and the Issuer Special Servicer, or to the Swiss Issuer Transaction Account under the Swiss Issuer Servicing Agreement, in the case of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, or, in certain circumstances, a default in performance of certain covenants or obligations under the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as applicable, or the occurrence of certain insolvency related events in relation to that servicer. On the termination of the appointment of the Issuer Servicer or the Issuer Special Servicer by the Issuer Security Trustee, or of the Swiss Issuer Servicer or the Swiss Issuer Special Servicer by the Swiss Issuer, the Issuer Security Trustee or the Swiss Issuer, as applicable, may, subject to certain conditions, appoint a substitute servicer or substitute special servicer, as the case may be.

Each of the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer and the Swiss Issuer Special Servicer may terminate its appointment under the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as applicable, upon not less than three months’ notice to:

(a) in the case of the Issuer Servicer or the Issuer Special Servicer, each of the Issuer, the Loan Security Trustees, the Note Trustee, the Issuer Security Trustee, the Dutch Facility Agent, the German Facility Agents, the German Subordinated Lender and the Issuer Servicer or the Issuer Special Servicer (whichever is not purporting to give notice); and

(b) in the case of the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, each of the Swiss Issuer, the Swiss Facility Agent, the Issuer (as Swiss Senior Lender), the Swiss Subordinated Lenders and the Swiss Issuer Servicer or the Swiss Issuer Special Servicer (whichever is not purporting to give notice).

No termination of the appointment of the Issuer Servicer or the Issuer Special Servicer under the Issuer Servicing Agreement, or the Swiss Issuer Servicer or the Swiss Issuer Special Servicer under the Swiss Issuer Servicing Agreement, will be effective until a qualified substitute servicer or substitute special servicer, as the case may be, shall have been appointed and agreed to be bound by the relevant Transaction Documents, such appointment to be effective not later than the
date of termination, and provided further that the Rating Agencies have confirmed that the then applicable ratings of the Notes will not be downgraded, withdrawn or qualified as a result thereof unless otherwise agreed by an Extraordinary Resolution of each class of the Noteholders.

**General**

None of the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer will be liable for any obligation of any Obligors under the Loan Agreements or the Related Security, have any liability for the obligations of the Issuer under the Notes, the Swiss Issuer under the Swiss Senior Notes or of the Issuer under the Transaction Documents or of the Swiss Issuer under the documents to which it will be party or have any liability for the failure by the Issuer to make any payment due by it under the Notes or any of the Transaction Documents or by the Swiss Issuer to make any payment due by it under the Swiss Senior Notes or any documents to which it will be party, unless such failure by the Issuer or the Swiss Issuer results from a failure by the Issuer Servicer, the Swiss Issuer Servicer, the Issuer Special Servicer or the Swiss Issuer Special Servicer, as the case may be, to perform their respective obligations under the Issuer Servicing Agreement or the Swiss Issuer Servicing Agreement, as applicable.

Each of the Issuer Servicer and the Issuer Special Servicer will be entitled to indemnification by the Issuer and, if applicable, the German Subordinated Lender, and each of the Swiss Issuer Servicer and the Swiss Issuer Special Servicer will be entitled to indemnifications by the Swiss Issuer and the Swiss Subordinated Lenders, for any loss, liability or expense incurred in connection with any actual or threatened legal action relating to any Loan other than any loss, liability or expense incurred by reason of the Issuer Servicer’s, Issuer Special Servicer’s, Swiss Issuer Servicer’s or Swiss Issuer Special Servicer’s as applicable, negligence or wilful misconduct.
The DFK Portfolio Intercreditor Deed and the Swiss Intercreditor Deeds

The description below applies to the DFK Portfolio Loan (which comprises the DFK Portfolio Senior Loan and the DFK Portfolio Subordinated Loan) and to the Swiss Loans (the senior economic interest in which are represented by Swiss Senior Notes and the junior economic interests in which are represented by Swiss Subordinated Notes).

The DFK Intercreditor Deed to be entered into on the Closing Date between the Issuer, the German Subordinated Lender, the Deutsche Bank Facility Agent and the Deutsche Bank Security Trustee will regulate the claims between the Issuer (as lender in respect of the DFK Portfolio Senior Loan) and the German Subordinated Lender as to payments, subordination and priority in relation to the DFK Portfolio Loan.

The Swiss Intercreditor Deeds to be entered into on the Closing Date between the Issuer (as Swiss Senior Lender), the Swiss Issuer, the Swiss Subordinated Lenders, the Swiss Issuer Servicer, the Swiss Issuer Special Servicer, and the Deutsche Bank Facility Agent will regulate the claims between the Issuer (as Swiss Senior Lender) and the Swiss Subordinated Lenders as to payments, subordination and priority in relation to the relevant Swiss Loan.

Cure, Purchase and Transfer Rights of a Subordinated Lender

Upon becoming aware that, on any Loan Interest Payment Date in respect of the DFK Portfolio Loan or a Swiss Loan, there are unlikely to be sufficient funds standing to the credit of the relevant Borrower's or Borrowers' accounts to discharge that Borrower's or those Borrowers' obligations to make all payments of principal and interest (other than default interest) then due, directly or indirectly, to the Issuer in respect of the DFK Portfolio Senior Loan or a Swiss Senior Note, as the case may be, the Issuer Servicer, in respect of the DFK Portfolio Loan, or the Swiss Issuer Servicer, in respect of the relevant Swiss Loan, will notify the relevant Subordinated Lender and, if one has been appointed by the relevant Subordinated Lender, the Operating Adviser. If, on a relevant Loan Payment Date, the relevant Borrower or Borrowers make a payment which is insufficient to make all payments of principal and interest (other than default interest) then due to the Issuer in respect of the DFK Portfolio Senior Loan or the relevant Swiss Senior Note, as applicable (after paying or providing for all amounts which are, in accordance with the Pre-Material Default Intercreditor Priority of Payments, to be paid or provided for in priority thereto) (i.e. there is a "Senior Loan Payment Deficiency"), then the Issuer Servicer or the Swiss Issuer Servicer, as the case may be, will notify the relevant Subordinated Lender thereof by no later than 10.00 a.m. on the Business Day following the relevant Loan Interest Payment Date. Within five business days after receiving such notification (such five business day period being the "Cure Period"), the relevant Subordinated Lender will be entitled to pay into the relevant Distribution Account an amount equal to the relevant Senior Loan Payment Deficiency (a "Cure Payment"). If the relevant Subordinated Lender makes such a Cure Payment, the amount of the Cure Payment will, if made in respect of the DFK Portfolio Loan, for the purposes of the DFK Portfolio Intercreditor Deed and the other Transaction Documents or, if made in respect of a Swiss Loan, for the purposes of the relevant Swiss Intercreditor Deed and the other documents to which the Swiss Issuer is a party, be treated as having been received from the relevant Borrowers or Borrowers. Among other things, this means that if a Subordinated Lender makes a Cure Payment which ensures that the Issuer in respect of the DFK Portfolio Senior Loan or a Swiss Senior Note receives no less principal and interest (other than default interest) than it would have received, had the relevant Borrower or Borrowers made all payments when they fell due, the DFK Portfolio Loan or the relevant Swiss Loan will not become a Specially Serviced Loan by virtue of the relevant Borrower’s or Borrowers’ default (solely with respect to the default for which such Cure Payment was made) and distributions will be made in accordance with the relevant Pre-Material Default Intercreditor Priority of Payments. However:

(a) the rights of the relevant Subordinated Lender arising as a result of the making of a Cure Payment will not result in the relevant Subordinated Lender becoming subrogated to the rights of the Issuer (as senior lender); and

(b) the making of Cure Payments will not affect the relevant Borrower’s or Borrowers’ obligations under or in respect of the DFK Portfolio Loan or the relevant Swiss Loan, as the case may be (including, without limitation, the relevant Borrower's or Borrowers' obligation to pay default interest or late payment charges) and will not limit the right of the Issuer Servicer or the Issuer Special Servicer in respect of the DFK Portfolio Loan,
or the Swiss Issuer Servicer or the Swiss Issuer Special Servicer in respect of the relevant Swiss Loan, to send default notices to and seek payment from the relevant Borrower or Borrowers nor will such payments limit the right of the Issuer Servicer or the Issuer Special Servicer in respect of the DFK Portfolio Loan, or the Swiss Issuer Servicer or the Swiss Issuer Special Servicer in respect of the relevant Swiss Loan, as the case may be and as necessary, to preserve the rights of the Issuer or the Swiss Issuer to direct the Deutsche Bank Facility Agent and, in the case of the DFK Portfolio Loan, the Deutsche Bank Security Trustee, to act in accordance with the provisions of the relevant Loan Agreement (although none of them will be entitled to accelerate the DFK Portfolio Loan or the relevant Swiss Loan, as applicable).

If, prior to the relevant Subordinated Lender making a Cure Payment, the Issuer has made a Liquidity Drawing under the Liquidity Facility Agreement in relation to the DFK Portfolio Senior Loan, or the Swiss Issuer has made an Expense Drawing under the Swiss Inter-company Loan Agreement in relation to a Swiss Loan, the relevant Subordinated Lender shall, subject to the terms of the DFK Portfolio Intercreditor Deed or the relevant Swiss Intercreditor Deed, as applicable, also pay to the Issuer or the Swiss Issuer, as the case may be, an amount equal to the interest that is, or will be, payable by the Issuer on such Liquidity Drawing or the Swiss Issuer on such Expense Drawing.

A Subordinated Lender may not make a Cure Payment or a Cure Deposit in relation to the DFK Portfolio Senior Loan or a Swiss Senior Note, as the case may be, more than twice in any one 12 month period and no more than four times during the term of the Relevant Whole Loan. A Subordinated Lender will not be entitled to be paid any interest on Cure Payments.

In addition to the right to make a Cure Payment, within five business days of being notified thereof in writing by the Issuer Servicer in respect of the DFK Portfolio Loan, or by the Swiss Issuer Servicer in respect of a Swiss Loan, the relevant Subordinated Lender will also have the right to make any deposits necessary to remedy breaches of any financial covenants by a relevant Borrower or Borrowers (each, a “Cure Deposit”). All such amounts shall be paid into the relevant Distribution Account and credited by the Deutsche Bank Facility Agent to a ledger (each, a “Cure Deposit Ledger”) and shall be treated by the Deutsche Bank Facility Agent, for the purposes of the relevant Loan Agreement, as if such amounts had been paid into the relevant Borrower’s or Borrowers’ deposit account or such other account prescribed by the relevant Loan Agreement. A Subordinated Lender will also have the right to receive written notice (simultaneously with notice to the relevant Borrower or Borrowers) of and to cure any other (non-monetary and non-insolvency-related) event of default within the same time period for cure provided to the relevant Borrower or Borrowers under the applicable loan documentation, provided that (a) such event of default is capable of cure by the relevant Subordinated Lender, but not within the relevant Borrower’s or Borrowers’ cure period; and (b) the relevant Subordinated Lender is proceeding diligently and continuously to effect a cure of default; and (c) the relevant Subordinated Lender has cured all monetary defaults; and (d) the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, as applicable, acting in accordance with the Servicing Standard, considers that the extended cure period will not have a material adverse effect on value, use or operation of the relevant Property or Properties securing the Relevant Whole Loan or on the recoverability of sums due under the Relevant Whole Loan. If each of the foregoing conditions is met, the relevant Subordinated Lender will have such time as the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer or the Swiss Issuer Special Servicer, as applicable, determines is reasonably necessary, with diligence, to complete the cure and the Issuer Servicer or the Issuer Special Servicer, as applicable, shall not take any action against the relevant Borrower or Borrowers unless it is directed to do so by the relevant Subordinated Lender.

Save as specifically provided under the “Pre-Material Default Intercreditor Priority of Payments” and “Post-Material Default Intercreditor Priority of Payments” as described on the following pages, reimbursement of Cure Payments made by a Subordinated Lender shall be subordinated to all rights of, among others, the Issuer with respect to the DFK Portfolio Senior Loan or the relevant Swiss Senior Note, as applicable, the Issuer Servicer and the Issuer Special Servicer or the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, as applicable. Any funds recorded in the relevant Cure Deposit Ledger to cure a breach of financial covenants shall be released to the relevant Subordinated Lender upon such breach ceasing to exist (provided that such release would not cause a further breach of a financial covenant). If the DFK Portfolio Loan or the relevant Swiss Loan is accelerated while amounts are credited to the its related Cure
Deposit Ledger, the Deutsche Bank Facility Agent shall apply such amount in accordance with the Post-Material Default Intercreditor Priority of Payments.

While the DFK Portfolio Loan is a Specially Serviced Loan, but prior to a Final Recovery Determination having been made in respect thereof, the German Subordinated Lender may elect to acquire the DFK Portfolio Senior Loan at par plus accrued interest plus all out-of-pocket costs and expenses incurred by the Issuer in connection with such purchase (including all enforcement costs and costs under the Liquidity Facility Agreement that may have been incurred).

While a Swiss Loan is a Specially Serviced Loan, but prior to a Final Recovery Determination having been made in respect thereof, the relevant Swiss Subordinated Lender may elect to acquire the Swiss Senior Note relating to that Swiss Loan at par plus accrued interest plus all out-of-pocket costs and expenses incurred by the Swiss Issuer in connection with such purchase (including all enforcement costs and costs under the Swiss Inter-company Loan Agreement that may have been incurred).

Subject to any restrictions in the DFK Portfolio Loan Agreement and the DFK Portfolio Intercreditor Deed in the case of the DFK Portfolio Loan, or the Swiss Loan Agreements and the Swiss Intercreditor Deeds in the case of the Swiss Loans, the relevant Subordinated Lender may freely transfer to any other person its rights in all, or any of, the DFK Portfolio Subordinated Loan or a Swiss Subordinated Note and may pledge its interest in some or all of the DFK Portfolio Subordinated Loan or a Swiss Subordinated Note in connection with any financing.

Priorities of payments between the Issuer and the Subordinated Lenders

On each Loan Interest Payment Date under the DFK Portfolio Loan Agreement or a Swiss Loan Agreement, the Issuer Servicer or the Swiss Issuer Servicer, as applicable, will cause the transfer to an account in the name of the Deutsche Bank Security Trustee or the Swiss Issuer (each a "Distribution Account") all amounts due from the relevant Borrower or Borrowers and standing to the credit of the relevant Borrower’s or Borrowers’ accounts to meet the relevant Borrower’s or Borrowers’ payment obligations under the relevant Loan Agreement. The Issuer Servicer will, for the DFK Portfolio Senior Loan and its related DFK Portfolio Subordinated Loan, and the Swiss Issuer Servicer will, for the Swiss Senior Notes and their related Swiss Subordinated Notes, maintain ledgers within the relevant Distribution Account in which it will record payments received from the Borrower or Borrowers under the relevant Loan Agreement, all Cure Payments, Cure Deposits and/or payments to the relevant Grace Period Ledger made by the relevant Subordinated Lender in respect thereof and all payments and provisions made in accordance with the priorities of payments set forth in the following paragraphs.

On each Loan Interest Payment Date on which a Material Event of Default does not exist (including, for the avoidance of doubt, following any cure of a Material Event of Default), all amounts standing to the credit of the relevant Distribution Account (including amounts credited to the relevant Grace Period Ledger and Cure Deposit Ledger) which were received in relation to the DFK Portfolio Loan or a Swiss Loan, as applicable, during the relevant Loan Interest Period ending on that Loan Interest Payment Date (other than prepayment fees) will be distributed by the Issuer Servicer or the Swiss Issuer Servicer, as applicable, in the following order of priority in relation to the DFK Portfolio Loan or the relevant Swiss Loan (the “Pre-Material Default Intercreditor Priority of Payments”):

(a) first, to pay pari passu and pro rata any unpaid fees, costs and expenses payable by the Issuer (as senior lender) and the relevant Subordinated Lender to the administrative parties thereunder;
(b) second, to pay or make provision pro rata and pari passu for, the Servicing Fee, the Special Servicing Fee, the Liquidation Fee, the Workout Fee and any other costs and expenses payable to the Issuer Servicer or Issuer Special Servicer under the Issuer Servicing Agreement in connection with the servicing of the DFK Portfolio Loan, or payable to the Swiss Issuer Servicer or Swiss Issuer Special Servicer under the Swiss Issuer Servicing Agreement in connection with the servicing of a Swiss Loan;
(c) third, to pay pari passu and pro rata;  
   (i) interest due but unpaid (excluding default interest) to the Issuer (as senior lender) in respect of the DFK Portfolio Senior Loan or the relevant Swiss Senior Note at the relevant senior rate; and
(ii) interest due but unpaid (excluding default interest) to the relevant Subordinated Lender in respect of the DFK Portfolio Subordinated Loan or the relevant Swiss Subordinated Note at the relevant subordinate rate,

(d) *fourth*, to repay *pari passu* and *pro rata*:

(i) principal amounts outstanding in respect of the DFK Portfolio Senior Loan or the relevant Swiss Senior Note to the Issuer (as senior lender) (as adjusted for any break losses or gains);

(ii) principal amounts outstanding in respect of the DFK Portfolio Subordinated Loan or the relevant Swiss Subordinated Note to the relevant Subordinated Lender (as adjusted for any break losses or gains),

up to an amount which is no greater than the Principal Distribution Amount (as defined in the relevant Intercreditor Deed);

(e) *fifth*, to repay to the relevant Subordinated Lender any outstanding Cure Payments to the extent that the Issuer (as senior lender) has recovered such amounts from the obligors together with interest in an amount equal to any Net Default Interest (as defined in the relevant Intercreditor Deed) actually recovered from the relevant Borrower or Borrowers in relation to the overdue amounts in respect of which such Cure Payment was made; and

(f) *sixth*, to pay to the Issuer (as senior lender) and the relevant Subordinated Lender *pari passu* and *pro rata* any other amounts (other than prepayment fees) due to them under the DFK Portfolio Senior Loan and the DFK Portfolio Subordinated Loan or under the relevant Swiss Senior Note and its related Swiss Subordinated Note, respectively, including, for the avoidance of doubt, any default interest (to the extent that any default interest remains after the payment of Net Default Interest to the relevant Subordinated Lender under (e) above),

provided always that any amounts that would otherwise be distributable by the Issuer Servicer or the Swiss Issuer Servicer, as applicable, to the relevant Subordinated Lender shall instead be allocated by the Issuer Servicer or the Swiss Issuer Servicer, as the case may be, between any subordinated swap provider and the relevant Subordinated Lender in accordance with the terms of the contractual arrangements between them, such that the subordinated swap provider (if any) receives payments of amounts due to it in priority to the relevant Subordinated Lender as provided for in such contractual arrangements.

For the avoidance of doubt, the fees, costs and expenses referred to in items (a) and (b) above shall only extend to those which are payable by the Issuer (as senior lender) and the relevant Subordinated Lender under the DFK Portfolio Loan Agreement and the Issuer Servicing Agreement or by the Swiss Issuer under the relevant Swiss Loan Agreement and the Swiss Issuer Servicing Agreement and shall not (save to the extent provided for above) include any other costs and expenses incurred by the Issuer (as senior lender), the relevant Subordinated Lender or the Swiss Issuer in connection with the transfer, financing or securitisation of its interest in the DFK Portfolio Loan, the Swiss Loans, the Swiss Senior Notes or the Swiss Subordinated Notes, as the case may be. For the further avoidance of doubt, except as otherwise described in this Offering Circular, amounts standing to the credit of a particular Distribution Account in respect of the DFK Portfolio Loan or a Swiss Loan shall not be used to pay liabilities arising in relation to another Relevant Whole Loan save that amounts payable to the Issuer Servicer and the Issuer Special Servicer or to the Swiss Issuer Servicer and the Swiss Issuer Servicer, as applicable, referred to in items (a) and (b) above may, in the event that there are insufficient amounts available in the relevant Distribution Account, be paid from Available Funds or Swiss Available Principal Receipts and Swiss Available Interest Receipts, as applicable, in accordance with the relevant priority of payments.

If on any Loan Interest Payment Date there is an insufficient amount available in order to enable the amounts in (a) and (b) above, in respect of the DFK Portfolio Loan or a Swiss Loan, to be paid in full in accordance with the Pre-Material Default Intercreditor Priority of Payments, then the Issuer will pay the shortfall from Available Funds in respect of the DFK Portfolio Loan which are otherwise available to the Issuer, or the Swiss Issuer will pay the shortfall from Swiss Available Principal Receipts and Swiss Available Interest Receipts in respect of a Swiss Loan which are otherwise available to the Swiss Issuer (which amounts may represent the proceeds of a drawing
pursuant to a Liquidity Facility Agreement or the Swiss Inter-company Loan Agreement, as applicable).

The Issuer or the Swiss Issuer, as applicable, will be entitled to be reimbursed by the relevant Subordinated Lender in respect of any such payment made in accordance with the preceding paragraph (together with interest at the rate payable by the Issuer or the Swiss Issuer, as the case may be, in respect of any relevant drawing under the Liquidity Facility Agreement or the Swiss Inter-company Loan Agreement, as applicable (if such payment is made using the proceeds of such a drawing) or with interest at the Reimbursement Rate or Swiss Reimbursement Rate, as applicable) (if such payment is made otherwise than by a drawing under the Liquidity Facility Agreement or the Swiss Inter-company Loan Agreement, as applicable)) from amounts payable to the relevant Subordinated Lender on each following Loan Interest Payment Date until the Issuer or the Swiss Issuer, as the case may be, has been reimbursed in full, with interest at the appropriate rate.

Upon the occurrence of a Material Event of Default in respect of the DFK Portfolio Loan or a Swiss Loan, for so long as the relevant Subordinated Lender is not making a Cure Payment, all amounts that would have been distributed to the relevant Subordinated Lender pursuant to the Pre-Material Default Intercreditor Priority of Payments will be held back by the Deutsche Bank Facility Agent in the relevant Distribution Account under a separate ledger (the “Grace Period Ledger”). If the relevant Subordinated Lender makes a Cure Payment, or if the relevant Borrower or Borrowers cure all defaults, the amounts held in the relevant Grace Period Ledger will be released to the relevant Subordinated Lender within two Business Days. If, however, the relevant Subordinated Lender does not make a Cure Payment during any applicable Cure Period and the relevant Borrower or Borrowers do not cure all defaults, the amounts held in the relevant Grace Period Ledger will be applied pursuant to the Post-Material Default Intercreditor Priority of Payments on the next Loan Interest Payment Date.

If, on a Loan Interest Payment Date, a Material Event of Default exists, all amounts received in relation to the DFK Portfolio Loan or a Swiss Loan during the Loan Interest Period ending on that Loan Interest Payment Date (other than prepayment fees) and standing to the credit of the relevant Distribution Account (including the relevant Cure Deposit Ledger and the relevant Grace Period Ledger) will be applied by the Issuer Servicer or the Swiss Issuer Servicer, as applicable, in the following order of priority (the “Post-Material Default Intercreditor Priority of Payments”):

(a) **first**, to pay pari passu and pro rata any unpaid fees, costs and expenses payable by the Issuer (as senior lender) and the relevant Subordinated Lender to the administrative parties thereunder;

(b) **second**, to pay or make provision pro rata and pari passu for the Servicing Fee, the Special Servicing Fee, the Liquidation Fee, the Workout Fee and any other costs and expenses payable to the Issuer Servicer or Issuer Special Servicer under the Issuer Servicing Agreement in connection with the servicing of the DFK Portfolio Loan or to the Swiss Issuer Servicer or Swiss Issuer Special Servicer under the Swiss Issuer Servicing Agreement in connection with the servicing of a Swiss Loan;

(c) **third**, to pay interest due but unpaid (excluding default interest) to the Issuer (as senior lender) in respect of the DFK Portfolio Senior Loan or a Swiss Senior Note, as applicable, at the relevant senior rate;

(d) **fourth**, to repay principal amounts outstanding in respect of the DFK Portfolio Senior Loan or a Swiss Senior Note (as adjusted for any break losses or gains) to the Issuer (as senior lender) until the DFK Portfolio Senior Loan or the relevant Swiss Senior Note is repaid in full; and

(e) **fifth**, to pay interest due but unpaid (excluding default interest) to the relevant Subordinated Lender in respect of the DFK Portfolio Subordinated Loan or the relevant Swiss Subordinated Note at the relevant subordinate rate;

(f) **sixth**, to repay to the relevant Subordinated Lender any outstanding Cure Payments together with interest in an amount equal to any Net Default Interest (as defined in the relevant Intercreditor Deed) actually recovered in relation to the overdue amount in respect of which the relevant Cure Payment was made;
(g) seventh, to repay principal amounts outstanding in respect of the DFK Portfolio Subordinated Loan or the relevant Swiss Subordinated Loan (as adjusted for any break losses or gains) to the relevant Subordinated Lender until the DFK Portfolio Subordinated Loan or the relevant Swiss Subordinated Note, as applicable, is repaid in full;

(h) eighth, to the Issuer (as senior lender) and the relevant Subordinated Lender pari passu and pro rata, any default interest on overdue amounts (to the extent that any default interest remains after the payment of Net Default Interest to the relevant Subordinated Lender under item (f) above) and any other amounts payable to the Issuer (as senior lender) and the relevant Subordinated Lender, provided always that any amounts that would otherwise be distributable by the Issuer Servicer or the Swiss Issuer Servicer, as applicable, to the relevant Subordinated Lender shall instead be allocated by the Issuer Servicer or the Swiss Issuer Servicer, as the case may be, between any subordinated swap provider and the relevant Subordinated Lender in accordance with the terms of the contractual arrangements between them, such that the subordinated swap provider (if any) receives payments of amounts due to it in priority to the relevant Subordinated Lender as provided for in such contractual arrangements.

If on any Loan Interest Payment Date there is an insufficient amount available in order to enable the amounts in (a) and (b) above to be paid in full in accordance with the Post-Material Default Intercreditor Priority of Payments, then the Issuer will pay the shortfall from Available Funds which are otherwise available to the Issuer or the Swiss Issuer will pay the shortfall from Swiss Available Principal Receipts and Swiss Available Interest Receipts which are otherwise available to the Swiss Issuer, as applicable (which amounts may represent the proceeds of a drawing pursuant to the Liquidity Facility Agreement or the Swiss-Inter-company Loan Agreement, as applicable).

The Issuer or the Swiss Issuer, as the case may be, will be entitled to be reimbursed by the relevant Subordinated Lender in respect of any such payment made in accordance with the preceding paragraph (together with interest at the rate payable by the Issuer in respect of any relevant drawing under the Liquidity Facility Agreement or at the rate payable by the Swiss Issuer in respect of any relevant drawing under the Swiss Inter-company Loan Agreement, as applicable (if such payment is made using the proceeds of such a drawing) or with interest at the Reimbursement Rate or the Swiss Reimbursements Rate, as applicable) (if such payment is made otherwise than by a drawing under the Liquidity Facility Agreement or the Swiss Inter-company Loan Agreement, as the case may be)) from amounts payable to the relevant Subordinated Lender on each following Loan Interest Payment Date until the Issuer has been reimbursed in full, with interest at the appropriate rate.

Prepayment fees paid by the relevant Borrower or Borrowers under the DFK Portfolio Loan Agreement or the Swiss Loan Agreements shall not be applied in accordance with the Pre-Material Default Intercreditor Priority of Payments or the Post-Material Default Intercreditor Priority of Payments but shall be paid directly to the Issuer or the Swiss Issuer, as the case may be. The Issuer or the Swiss Issuer will, in turn, pay such fees to the Deutsche Bank Originator by way of deferred consideration under the relevant Asset Transfer Agreements, promptly upon the Issuer’s or Swiss Issuer’s receipt thereof.

“Material Event of Default” means, in relation to the DFK Portfolio Loan or the relevant Swiss Loan, as applicable, either or both of the following:

(a) a Payment Event of Default; and

(b) the relevant Borrower or Borrowers stopping payment or threatening to stop payment of its or their debts or being or becoming unable to pay its or their debts as they fall due or otherwise becoming insolvent, insolvency proceedings being commenced or threatened against the relevant Borrower or Borrowers or any attachment, sequestration, distress, diligence or execution being effected against any assets of the relevant Borrower or Borrowers.

“Principal Distribution Amount” means, in relation to any Loan Interest Period, all principal payments made in respect of the DFK Portfolio Loan or the relevant Swiss Loan, as applicable (other than any principal received in respect of the DFK Portfolio Loan or a Swiss Loan, as the case may be, which is allocated towards the repayment of an amount in respect of which a Cure Payment was made), including all amortisation payments, balloon payments, prepayments,
unscheduled payments of principal and Cure Payments made by the relevant Subordinated Lender which are allocated towards principal and which are deposited into the relevant Distribution Account during that Loan Interest Period.

“Net Default Interest” means the difference (if any) between the amount of interest which the relevant Borrower or Borrowers is or are obliged to pay as a result of the DFK Portfolio Loan or the relevant Swiss Loan, as applicable, being in default and the amount of interest which such Borrower or Borrowers would be required to pay, if the DFK Portfolio Loan or the relevant Swiss Loan, as applicable, was not in default.

“Payment Event of Default” means, in relation to the DFK Portfolio Loan or the relevant Swiss Loan, as applicable, a failure by the relevant Borrower or Borrowers to pay (subject to the expiry of any applicable grace period) any amount due under the DFK Portfolio Loan Agreement or the relevant Swiss Loan Agreement, as applicable (or related finance documents) on the date on which it is due (unless the relevant Subordinated Lender has made a Cure Payment which is sufficient to ensure that all amounts which are then due and payable on the DFK Portfolio Senior Loan or the relevant Swiss Senior Note have been, or will on that date be, paid in full or any relevant Cure Period has not yet expired).

The Issuer and the Swiss Issuer may, notwithstanding the description set out herein, enter into Intercreditor Deeds on terms which are different to those described herein, subject to receipt of Rating Agency Confirmations from two of the Rating Agencies and provided that, in respect of Moody's, the Issuer or the Swiss Issuer, as the case may be, is only required to provide at least 10 Business Days prior notice of such entry.
SERVICING ARRANGEMENTS FOR THE TREVERIA II ACQUIRED LOAN

Introduction

Pursuant to the Treveria II Servicing Agreement, on the Closing Date:

(a) Deutsche Bank AG, London Branch will be appointed as the Issuer Servicer to act as the Issuer’s agent and to exercise all its rights, powers and discretions as a lender in relation to the Treveria II Acquired Loan and its interests in the relevant German Related Security;

(b) Citibank International plc will be appointed as the Citibank Securitisation Issuer Servicer to act as the agent of Citibank Securitisation Issuer (the “Citibank Securitisation Issuer Servicer”) and to exercise all its rights, powers and discretions as a lender in relation to that portion of the Treveria II Loan sold by Citibank to the Citibank Securitisation Issuer on the Closing Date (the “Citibank Treveria II Loan”) and its interests in the relevant German Related Security, such appointment to take effect on the closing date of the Citibank Securitisation (the “Citibank Securitisation Closing Date”);

(c) Citibank International plc will be appointed by the Issuer and Citibank, jointly, to act as the Issuer’s and, from the Citibank Securitisation Closing Date, the Citibank Securitisation Issuer’s agent and to exercise all their rights, powers and discretions as lenders in relation to the Treveria II Loan for as long as such loan is a Specially Serviced Loan (in such capacity, the “Treveria II Special Servicer”); and

(d) Deutsche Bank AG, London Branch will be appointed as agent by the Issuer and Citibank to facilitate the implementation of the servicing decisions taken by the Issuer Servicer and, from the Citibank Securitisation Closing Date, the Citibank Securitisation Issuer Servicer in relation to the Treveria II Loan and, in the event, to reconcile any differences that may, from the Citibank Securitisation Closing Date, arise between the Issuer Servicer and the Citibank Securitisation Issuer Servicer in relation to the servicing of, or the determination of an alternative course of action in relation to, the Treveria II Loan (in such capacity, the “Treveria II Facility Agent”).

The Deutsche Bank Security Trustee in relation to the Treveria II Loan will delegate to the Treveria II Facility Agent and the Treveria II Special Servicer the exercise of all its rights, powers and discretions in relation to the Treveria II Loan and its German Related Security, other than those which may only be exercised by the legal owner of such German Related Security (which the Deutsche Bank Security Trustee will agree only to exercise in accordance with the instructions of the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable).

Treveria II Servicing Standard

The Issuer Servicer, the Citibank Securitisation Issuer Servicer and the Treveria II Special Servicer are required to perform their servicing duties in relation to the Treveria II Acquired Loan, the Citibank Treveria II Loan and the Treveria II Loan, respectively, in accordance with and subject to the “Treveria II Servicing Standard” which comprises the following requirements:

(a) all applicable laws and regulations;

(b) the provisions of the Treveria II Loan Agreement and the documents entered into in connection therewith;

(c) the express terms of the Treveria II Servicing Agreement;

(d) any direction that may be given by the Issuer Security Trustee (in respect of the Treveria II Acquired Loan) or the security trustee for the Citibank Securitisation Issuer (in respect of the Citibank Treveria II Loan) (the “Citibank Securitisation Issuer Security Trustee”) in the event that the security interests granted in favour of the Issuer Security Trustee or the Citibank Securitisation Issuer Security Trustee, as the case may be, have become enforceable; and

(e) the higher of:

(i) the same manner and with the same skill, care and diligence it applies in servicing similar loans for other third parties; and
(ii) the standard of care, skill and diligence which it applies in servicing commercial mortgage loans in its own portfolio,
in each case giving due consideration to (A) customary and usual standards of practice of reasonably prudent commercial mortgage servicers servicing commercial mortgage loans which are similar to the Treveria II Loan and its German Related Security, (B) the timely collection of all scheduled payments of principal, interest and other amounts due under the Treveria II Acquired Loan (in the case of the Issuer Servicer), the Citibank Treveria II Loan (in the case of the Citibank Securitisation Issuer Servicer) or the Treveria II Loan as a collective whole (in the case of the Treveria II Special Servicer), (C) the maximisation of recoveries, if the Treveria II Loan comes into and continues in default (taking into account, without limitation, the timing and costs of recovery) on the Treveria II Acquired Loan (in the case of the Issuer Servicer), the Citibank Treveria II Loan (in the case of the Citibank Securitisation Issuer Servicer) or the Treveria II Loan as a collective whole (in the case of the Treveria II Special Servicer), and (D) the interest of the Issuer (in the case of the Issuer Servicer), the Citibank Securitisation Issuer (in the case of the Citibank Securitisation Issuer Servicer) or the interests of the Issuer and the Citibank Securitisation Issuer (in the case of the Treveria II Special Servicer). If there is a conflict between the requirements which together comprise the Treveria II Servicing Standard, they will be applied in the order in which they appear above.

The Issuer Servicer, the Citibank Securitisation Issuer Servicer and the Treveria II Special Servicer are required to adhere to the Treveria II Servicing Standard without regard to (a) any fees or other compensation to which they are entitled, (b) any relationship they or any of their affiliates may have with the relevant German Borrower or any affiliate of the relevant German Borrower or any party to the transactions entered into in connection with the issue of the Notes or notes issued by the Citibank Securitisation Issuer pursuant to the Citibank Securitisation (the “Citibank Securitisation Issuer Notes”), and/or (c) the ownership of any Note or any Citibank Securitisation Issuer Note by them or any of their affiliates. For the avoidance of doubt, the Issuer Servicer will perform its duties pursuant to the Treveria II Servicing Agreement only in relation to the Treveria II Acquired Loan and not in relation to any other portion of the Treveria II Loan and the Issuer Servicer owes no obligations or duties to the Citibank Securitisation Issuer or the Treveria II Subordinated Lender in the exercise of its functions under the Treveria II Servicing Agreement but only to the Issuer.

In performing its duties in relation to the Treveria II Loan, the Treveria II Special Servicer must do so on behalf of the Issuer and the Citibank Securitisation Issuer as a collective whole. Any action taken by the Treveria II Facility Agent or the Treveria II Special Servicer under the Treveria II Loan documents shall apply equally to the Issuer and the Citibank Securitisation Issuer (as lenders in respect of the Treveria II Loan).

The Treveria II Facility Agent Servicing Standard

The Treveria II Facility Agent must exercise all the rights, powers and discretions delegated to it by the Issuer, the German Security Trustee and the Citibank Securitisation Issuer in relation to the Treveria II Loan pursuant to the Treveria II Servicing Agreement in accordance with the “Treveria II Facility Agent Servicing Standard”, being the course of action which in the sole opinion of the Treveria II Facility Agent is in the best interests of the Issuer and the Citibank Securitisation Issuer but which is also consistent with the following requirements:

(a) all applicable laws and regulations;
(b) the Treveria II Loan Agreement and the documents entered into in connection therewith;
(c) the express terms of the Treveria II Servicing Agreement;
(d) any direction that may be given by the Issuer Security Trustee or the Citibank Securitisation Issuer Security Trustee in the event that the security interests granted in favour of the Issuer Security Trustee or the Citibank Securitisation Issuer Security Trustee have become enforceable; and
(e) the higher of:
   (i) the same manner and with the same skill, care and diligence it applies in servicing similar loans for other third parties; and
   (ii) the standard of care, skill and diligence which it applies in servicing commercial mortgage loans in its own portfolio,
in each case giving due consideration to (A) customary and usual standards of practice of reasonably prudent commercial mortgage servicers servicing commercial mortgage loans which are similar to the Treveria II Loan and its German Related Security, (B) the timely collection of all scheduled payments of principal, interest and other amounts due under the Treveria II Loan, (C) the maximisation of recoveries, if the Treveria II Loan comes into and continues in default (taking into account, without limitation, the timing and costs of recovery) on the Treveria II Loan, and (D) the interests of the Issuer and the Citibank Securitisation Issuer, as a collective whole. If there is a conflict between the requirements which together comprise the Treveria II Facility Agent Servicing Standard, they will be applied in the order in which they appear above.

The Treveria II Facility Agent is required to adhere to the Treveria II Facility Agent Servicing Standard without regard to (a) any fees or other compensation to which it is entitled, (b) any relationship it or any of its affiliates may have with any German Borrower or any affiliate of any Borrower or any party to the transactions entered into in connection with the issue of the Notes or the Citibank Securitisation Issuer Notes, and/or (c) the ownership of any Note or Citibank Securitisation Issuer Note by it or any affiliate of it. In performing its duties in relation to the Treveria II Loan, the Treveria II Facility Agent must do so on behalf of the Issuer and the Citibank Securitisation Issuer.

Roles of the Issuer Servicer and the Treveria II Special Servicer in respect of the Treveria II Loan

The Issuer Servicer will service and administer the Treveria II Acquired Loan until the occurrence of a Special Servicer Transfer Event in relation to the Treveria II Loan.

The Treveria II Loan (including, for the avoidance of doubt, the Treveria II Acquired Loan) will become subject to a "Special Servicer Transfer Event" in the event any of the following occurs in relation to the Treveria II Loan:

(a) payment defaults of more than 45 days;
(b) a payment default at maturity of the Treveria II Loan;
(c) insolvency of the German Borrower or other German Obligor providing security over the relevant German Properties;
(d) the Treveria II Facility Agent or any of the Treveria II Servicers receiving a notice of the enforcement of any other security on the real estate assets constituting security for the Treveria II Loan;
(e) in the Treveria II Facility Agent’s opinion, a material breach of covenant occurring, or to the knowledge of the Treveria II Facility Agent, being likely to occur and, in its opinion, such breach or likely breach is not likely to be cured within 30 days of its occurrence;
(f) a relevant German Borrower notifying the Treveria II Facility Agent or any of the Treveria II Servicers in writing of its inability to pay its debts generally as they become due, its entering into an assignment for the benefit of creditors or its voluntary supervision of payment obligations; or
(g) any other event of default occurring that, in the good faith and reasonable judgement of the Treveria II Facility Agent materially impairs or could materially impair or jeopardise the relevant German Related Security or the value thereof as related security for the Treveria II Loan and the ability of any German Borrower to satisfy its obligations in respect of the Treveria II Loan.

The Treveria II Special Servicer will formally assume special servicing duties in respect of the Treveria II Loan (including, for the avoidance of doubt, the Treveria II Acquired Loan) and the Treveria II Loan will become a "Specially Serviced Loan" on the occurrence of a Special Servicer Transfer Event. Full servicing responsibility for the Treveria II Loan will be transferred to the Issuer Servicer (in respect of the Treveria II Acquired Loan), the Citibank Securitisation Issuer Servicer (in respect of the Citibank Treveria II Loan) and the Treveria II Facility Agent, and the Treveria II Loan will become a "Corrected Loan" when no monetary Special Servicer Transfer Event has occurred for two consecutive interest periods and the facts giving rise to any other Special Servicer Transfer Event have ceased to exist and no other matter exists which would give rise to the Treveria II Loan becoming a Specially Serviced Loan.

While the Treveria II Loan is a Specially Serviced Loan, any communications or dealings with a German Borrower or other German Obligor in respect of Treveria II Loan will be undertaken exclusively by the Treveria II Special Servicer.
Notwithstanding the appointment of the Treveria II Special Servicer, the Issuer Servicer and the Treveria II Facility Agent will be required to continue to provide certain services in respect of the Treveria II Acquired Loan and the Treveria II Loan, respectively, as provided for in the Treveria II Servicing Agreement, and the Treveria II Facility Agent shall, among other things, continue to collect information, prepare reports and perform administrative functions under the Treveria II Servicing Agreement. None of the Issuer Servicer, the Citibank Securitisation Issuer Servicer, the Treveria II Facility Agent or the Treveria II Special Servicer will have responsibility for the performance by the other of its obligations and duties under the Treveria II Servicing Agreement.

The Issuer Servicer, the Treveria II Facility Agent and the Treveria II Special Servicer may, without the consent of any other person (including without limitation the Issuer or the Issuer Security Trustee), sub-contract or delegate their respective obligations under the Treveria II Servicing Agreement. Notwithstanding any sub-contracting or delegation of the performance of any of its obligations under the Treveria II Servicing Agreement, the Issuer Servicer, the Treveria II Facility Agent or the Treveria II Special Servicer, as the case may be, shall not be released or discharged from any liability thereunder and shall remain responsible for the performance of its obligations under the Treveria II Servicing Agreement by any sub-contractor or delegate.

**Role of the Treveria II Facility Agent**

None of the Issuer, the Citibank Securitisation Issuer, the Issuer Servicer or the Citibank Securitisation Issuer Servicer shall conduct any communications or dealings directly with any German Borrower or other German Obligor in respect of Treveria II Loan. Any such communications and dealings will be conducted through or by the Treveria II Facility Agent only or, while the Treveria II Loan is a Specially Serviced Loan, through or by the Treveria II Special Servicer only.

Prior to undertaking any communications or dealings with a German Borrower and the other German Obligors in relation to all matters concerning the Treveria II Loan and its German Related Security, including, without limitation, the giving of any notices, consents or approvals on behalf of the Issuer or the Citibank Securitisation Issuer under or in relation to the Treveria II Loan documents or taking any enforcement action, the Treveria II Facility Agent will consult with each of the Issuer Servicer and the Citibank Securitisation Issuer Servicer in order to determine the views of each (the “**Facility Agent Consultation Process**”). For the avoidance of doubt, while the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer shall have no obligation to consult with the Issuer Servicer and the Citibank Securitisation Issuer Servicer in a manner equivalent to the Facility Agent Consultation Process or otherwise.

In undertaking the Facility Agent Consultation Process, the Treveria II Facility Agent must:

(a) in relation to any matter that requires the consent of a requisite majority of the lenders under the Treveria II Loan Agreement (the “**Required Majority**”), adhere to such Required Majority;

(b) in relation to the following matters which require the unanimous consent of the lenders under the Treveria II Loan Agreement:

   (i) an extension to the date of payment of any amount under the finance documents;
   (ii) a reduction in the margin or a reduction in the amount or currency of any payment of principal, interest, fees or commission payable;
   (iii) an increase in or an extension of any commitment;
   (iv) a change to a Borrower;

   (each requiring an “**Unanimous Decision**”), adhere to such Unanimous Decision; and

(c) where there is no Required Majority, seek to establish a course of dealing which is acceptable to the Issuer Servicer and the Citibank Securitisation Issuer Servicer (provided a Control Valuation Event is not continuing) (the “**Consensus Position**”) and, if such a Consensus Position is reached, to follow the course of dealing represented by that Consensus Position.

In participating in the Facility Agent Consultation Process each of the Issuer Servicer and the Citibank Securitisation Issuer Servicer shall express their views on behalf of the Issuer and the Citibank Securitisation Issuer, respectively, only in a manner consistent with and based upon the Treveria II Servicing Standard.
If the Treveria II Facility Agent cannot:

(a) obtain the Required Majority in respect of a non-fundamental amendment to the Treveria II Loan Agreement because a deadlock situation has occurred due to the Issuer Servicer and the Citibank Securitisation Issuer Servicer taking opposite views; or

(b) establish the Consensus Position in due time (as determined by the Treveria II Facility Agent in accordance with the Treveria II Facility Agent Servicing Standard) or at all,

then it may undertake such course of dealings with any German Borrower and the other German Obligors in respect of the Treveria II Loan as it considers appropriate in accordance with the Treveria II Facility Agent Servicing Standard (the "Facility Agent Override"). In the event that the Treveria II Facility Agent takes such action in accordance with the Treveria II Facility Agent Servicing Standard it will not be liable to the Issuer or the Citibank Securitisation Issuer for any loss which that lender may suffer provided that at all times it acts in accordance with the Treveria II Facility Agent Servicing Standard.

For the avoidance of doubt, the Treveria II Facility Agent cannot exercise the Facility Agent Override in respect of an amendment to a fundamental term of the Treveria II Loan Agreement that requires the Unanimous Decision of all lenders thereunder.

Treveria II Operating Advisers

The Controlling Class for the purposes of the Treveria II Acquired Loan and (a) Citibank, in respect of the Citibank Treveria II Loan, prior to the Citibank Securitisation or (b) the controlling class with respect to the Citibank Securitisation Issuer Notes (the "Citibank Securitisation Controlling Class"), after the Citibank Securitisation, respectively, each having the right to appoint its own representative (each a "Treveria II Operating Adviser" and together the "Treveria II Operating Advisers" and, in the case of the Controlling Class only, an "Operating Adviser") to represent its interests when the Treveria II Facility Agent or, while the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer is making decisions regarding the loan.

Without prejudice to the requirement of the Treveria II Facility Agent to follow the Facility Agent Consultation Process and, if applicable, the Facility Agent Override, and the Treveria II Special Servicer to act in accordance with the Treveria II Servicing Standard, the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, must not, for at least 10 business days or, in the case of the matters refers to in (a) to (e) below, five business days after notifying the Treveria II Operating Adviser or Treveria Operating Advisers, as the case may be, (if any have been appointed in respect of the Treveria II Loan) give prior notice to the Treveria II Operating Adviser or both Treveria II Operating Advisers, as the case may be, of its intention to do so, agree to waive or amend any relevant German Loan document is the effect of such waiver or amendment would be to:

(a) make an amendment to the Treveria II Loan Agreement which would result in the extension or shortening of the final maturity date;

(b) modify the interest rate on all or any part thereof;

(c) modify the amount or timing of any payment of interest or principal;

(d) forgive any interest or principal;

(e) make any further advance;

(f) agree to the release of any German Property from the security created by the relevant German Related Security and/or to the substitution of any German Property that secures the Treveria II Loan with another property (other than in circumstances which are contemplated by the Treveria II Loan Agreement);

(g) release any relevant German Borrower (or any other relevant German Obligor) obligated to provide security or make payment under the Treveria II Loan Agreement) from its obligations;

(h) agree to the further encumbrance of any assets which secure the Treveria II Loan;

(i) waive or reduce any prepayment fee, late payment charge or default interest;

(j) cross-default the Treveria II Loan to any other indebtedness of any relevant German Borrower;

(k) approve any material capital expenditure;
(l) consent to the creation of any mezzanine debt of any direct or indirect owner of any relevant German Borrower that would be paid from distributions of net cash flows from any relevant German Property;

(m) consent to the grant of any new occupational lease or the modification or termination of any existing occupational lease unless in accordance with the relevant German Loan documents or, as the circumstances require, as determined by the Treveria II Facility Agent acting in accordance with the Facility Agent Consultation Process or, if applicable, the Facility Agent Override, consent cannot be unreasonably withheld or delayed;

(n) commence formal enforcement proceedings in respect of any relevant German Related Security for the repayment of the Treveria II Loan, including the appointment of a receiver or administrator or similar or analogous proceedings;

(o) waive any Treveria II Loan event of default;

(p) approve a restructuring plan in insolvency of any relevant German Borrower;

(q) defer interest on all or any part of the Treveria II Loan for more than 10 business days;

(r) modify any provision of the Treveria II Loan Agreement relating to the rights of the Issuer, the Citibank Securitisation Issuer or the Treveria II Subordinated Lender to assign its interest therein; or

(s) modify any provision of the relevant German Loan documents relating to any of the following:
   (i) reserve requirements;
   (ii) rent collection;
   (iii) cash management;
   (iv) financial covenants;
   (v) hedging requirements;
   (vi) insurance requirements;
   (vii) the basis on which all or any part of the security for the Treveria II Loan may be released or substituted;
   (viii) the basis on which all or any of the relevant German Obligors may be released from their obligations under the relevant German Loan documents; and
   (ix) the basis on which further encumbrances over any relevant German Property may be created.

At the same time as notifying the Treveria II Operating Adviser or Treveria II Operating Advisers of its intention to take any action referred to in items (a) to (s) above, the Treveria II Facility Agent shall also consult with the Issuer Servicer and the Citibank Securitisation Issuer Servicer in accordance with the Facility Agent Consultation Process.

If, within 10 Business Days or, in the case of matters referred to in items (a) to (e) above, five Business Days of having been notified of any action proposed to be taken by the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, in relation to any matter referred to in items (a) to (s) above, the Treveria II Operating Adviser or Treveria II Operating Advisers has or have, as applicable, not confirmed in writing to the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, whether it or they agree or disagree with the proposed course of action, the Treveria II Operating Adviser or Treveria II Operating Advisers who did not respond will be deemed to have agreed to such proposal.

If, during the 10 business day period or, as the case may be, five business day period referred to in the preceding paragraph, the Treveria II Operating Adviser or, if there are two Treveria II Operating Advisers, one or both such Operating Advisers notifies the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, that it or they, as applicable, disagree with the proposed course of action it or they, as applicable, shall also suggest to the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, alternative courses of action (a "Suggestion") and, pending receipt of such Suggestion or Suggestions, as the case may be, the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, shall not take the relevant action. In the event that there are two Treveria II Operating Advisers, then upon their receipt of a Suggestion or Suggestions, as the case may be, the Treveria II Facility Agent or the
Treveria II Special Servicer, as applicable, shall ensure that each Treveria II Operating Adviser is notified of any Suggestion submitted by the other Treveria II Operating Adviser during the applicable period. Within 10 business days or, as the case may be, five business days thereafter, the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, shall submit to the Treveria II Operating Adviser or the Treveria II Operating Advisers, as applicable, a revised proposal which shall, to the extent that the same is not inconsistent with the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable, incorporate the Suggestion or Suggestions.

The Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, shall continue to revise its proposals in the manner described in the preceding paragraph until the earliest of:

(a) the delivery by the Treveria II Operating Adviser or Treveria II Operating Advisers, as applicable, of an approval in writing of such revised proposal;

(b) failure of the Treveria II Operating Adviser or Treveria II Operating Advisers, as applicable, to disapprove of such revised proposal in writing within 10 or, as the case may be, five business days of its delivery to the Treveria II Operating Adviser or Treveria II Operating Advisers, as applicable; and

(c) the passage of 30 days from the date of preparation of the first version of the proposal submitted by the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable.

After the expiry of the periods in (b) and (c) above, the Treveria II Facility Agent or the Treveria II Special Servicer, as the case may be, shall decide on the course of action which shall be taken in accordance with the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable.

In no event shall the Treveria II Facility Agent or the Treveria II Special Servicer:

(i) take any action which, in the good faith and reasonable judgement of the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, would cause it to violate the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable; or

(ii) refrain from taking any action pending receipt of any proposals from the Treveria II Operating Adviser or Treveria II Operating Advisers if the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, in its good faith and reasonable judgement, determines that immediate action is necessary to comply with the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable, and the taking of any action prior to the receipt of the Treveria II Operating Adviser’s or Treveria II Operating Advisers’, as applicable, approval thereof or in a manner which is contrary to the directions of, or disapproved by, the Treveria II Operating Adviser or Treveria II Operating Advisers, as applicable, shall not constitute a breach by the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, of the Treveria II Servicing Agreement so long as, in the Treveria II Facility Agent’s or the Treveria II Special Servicer’s, as applicable, good faith and reasonable judgement, such action was required by the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable. If, in order to comply with the requirements described in this paragraph, the Treveria II Facility Agent or the Treveria II Special Servicer takes action prior to receiving a response from the Operating Adviser or Operating Advisers, as applicable, and the Treveria II Operating Adviser or Treveria II Operating Advisers, as applicable, object to such actions within five business days after being notified of such action and being provided with all reasonably requested information, the Treveria II Facility Agent or the Treveria II Special Servicer, as applicable, must (subject always to the foregoing requirements described in this paragraph) take due account of the advice and representations made by the Treveria II Operating Adviser or Treveria II Operating Advisers, as applicable, regarding any further steps that should be taken.

“Valuation Reduction Amount” means the excess of:

(a) the aggregate outstanding principal balance of the Treveria II Loan over

(b) the excess of:
(i) 90 per cent. of the sum of the values set forth in the respective valuations for each Treveria II Property (net of any prior security interests but including all reserves or similar amount held by the Treveria II Facility Agent which may be applied toward payments on the Treveria II Loan (other than amounts held in the relevant Treveria II Borrower account for ground rents)) over

(ii) the sum of:

(1) all unpaid interest on the Treveria II Loan;
(2) all unreimbursed Property Protection Advances made in relation to the Treveria II Loan;
(3) any other unpaid fees, expenses and other amounts of any party that are payable prior to the Treveria II Acquired Loan and the Citibank Treveria II Loan; and
(4) all currently due and unpaid ground rents and insurance premium (net of any amounts held in the relevant Treveria II Borrower account for such purpose) and all other amounts due and unpaid with respect to the Treveria II Loan.

Annual Review Procedure

The Treveria II Facility Agent is required to undertake an annual review of the Treveria II Loan. The Treveria II Facility Agent may conduct more frequent reviews if it has cause for concern as to the ability of any relevant German Borrower or German Obligor to meet its obligations under the Treveria II Loan Agreement. Such a review (annual or otherwise) may, but need not necessarily, include an inspection of the relevant German Properties constituting security therefor and will include analysis of the cash flow arising from the relevant German Properties. The Issuer Servicer, the Citibank Securitisation Issuer Servicer and the Treveria II Special Servicer have each agreed to provide any information in its possession which may be requested by the Treveria II Facility Agent to carry out any such review.

Insurance

The Treveria II Facility Agent will establish, administer and maintain procedures to monitor compliance by the relevant German Borrowers with the requirements of the Treveria II Loan Agreement relating to insurance. The Treveria II Servicers have each agreed to provide to the Treveria II Facility Agent all information that may be reasonably required by the Treveria II Facility Agent in order for it to monitor compliance by the German Borrowers with the requirements of the Treveria II Loan Agreement relating to insurance.

Hedging Arrangements

The Issuer Servicer and the Citibank Securitisation Issuer Servicer will administer and perform certain other duties in respect of any hedging arrangements entered into by the Issuer or the Citibank Securitisation Issuer, respectively.

Property Protection Advances

The Treveria II Loan Agreement obliges the relevant German Borrowers to pay certain amounts to third parties, such as insurers and persons providing services in connection with the operation of the relevant German Properties. If:

(a) a relevant German Borrower fails to make such third party payment when required by the terms of the Treveria II Loan Agreement; and

(b) there are insufficient funds available in the relevant Treveria II Borrower account to make such third party payment;

then the Treveria II Facility Agent shall notify the Issuer Servicer and the Citibank Securitisation Issuer Servicer or, if the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer.

If, however:

(a) the Treveria II Loan Agreement entitles the Issuer and the Citibank Securitisation Issuer to pay or discharge the relevant third party payment;
(b) the Treveria II Loan Agreement entitles the Issuer and the Citibank Securitisation Issuer to demand that the relevant German Borrowers reimburse the Issuer and the Citibank Securitisation Issuer for any third party payments so made;

(c) the Issuer Servicer, the Citibank Securitisation Issuer Servicer or, as the case may be, the Treveria II Special Servicer are satisfied that such amounts will, in addition to all other amounts due in respect of the Treveria II Loan, be recoverable from the relevant German Borrowers; and

(d) the Issuer Servicer and the Citibank Securitisation Issuer Servicer, acting on behalf of the Issuer and the Citibank Securitisation Issuer, respectively, or the Treveria II Special Servicer, acting on behalf of the Issuer and the Citibank Securitisation Issuer, are otherwise satisfied that it would be in accordance with the Treveria II Servicing Standard to do so,

then the Issuer Servicer and the Citibank Securitisation Issuer Servicer or, as the case may be, the Treveria II Special Servicer may make a payment to discharge in the relevant third party payment (any such payment in respect of the Treveria II Loan being a “Property Protection Advance”). Should either the Issuer Servicer or the Citibank Securitisation Issuer Servicer decide not to or be unable to make its contribution in full or at all then the remaining servicer may (but is not obliged to) make up the balance to discharge the relevant third party payment. The Issuer Servicer and the Citibank Securitisation Issuer Servicer or, as the case may be, the Treveria II Special Servicer may make a Property Protection Advance by requesting the Cash Manager (in the case of the Issuer Servicer), the cash manager in respect of the Citibank Securitisation (in the case of the Citibank Securitisation Issuer Servicer) or both the Cash Manager and the Citibank Securitisation Cash Manager (in the case of the Treveria II Special Servicer) to make a Liquidity Drawing under the Liquidity Facility Agreement (in the case of the Issuer Servicer) and make a drawing under the liquidity agreement in respect of the Citibank Securitisation (a “Citibank Securitisation Liquidity Drawing”) (in the case of the Citibank Securitisation Issuer Servicer) (the “Citibank Securitisation Liquidity Facility Agreement”) or make a Liquidity Drawing and a Citibank Securitisation Liquidity Drawing in equal amounts (in the case of the Treveria II Special Servicer) (each such Liquidity Drawing made in respect of the Treveria II Acquired Loan, a “Property Protection Drawing”). To the extent that the amount available to be drawn by the Cash Manager or the Citibank Securitisation Cash Manager, as the case may be, is insufficient to fund the Property Protection Advance on a 50:50 basis between the Liquidity Facility Agreement and the Citibank Securitisation Liquidity Facility Agreement (including, for the avoidance of doubt, at any time prior to the Closing Date in respect of the Cash Manager), then the relevant servicer or the Treveria II Special Servicer, as the case may be, may request that the cash manager in respect of the liquidity facility agreement with sufficient amounts available thereunder, draw 100 per cent. of the Property Protection Advance required.

Alternatively, if no funds or insufficient funds are available to be drawn under the Liquidity Facility Agreement and/or the Citibank Securitisation Liquidity Facility Agreement and the Issuer Servicer or the Citibank Securitisation Issuer Servicer or, as the case may be, the Treveria II Special Servicer decides in its sole discretion to do so, it may (but shall be under no obligation to) make a Property Protection Advance from its own funds. If the Issuer Servicer, the Citibank Securitisation Issuer Servicer or the Treveria II Special Servicer, as the case may be, makes a Property Protection Advance from its own funds, it will be repaid together with interest thereon at EURIBOR plus the Margin applicable to drawings under the Citibank Securitisation Liquidity Facility Agreement (in the case of the Citibank Securitisation Issuer Servicer) or, in the case of the Treveria II Special Servicer, at the Margin and the Citibank Securitisation Liquidity Margin, as applicable, (in each case, the “Reimbursement Rate”) on the Distribution Date (in the case of drawings made under the Liquidity Facility Agreement) or the distribution date with respect to the Citibank Securitisation (each, a “Citibank Securitisation Distribution Date”), as applicable, immediately following the date on which such Property Protection Advance was made.

**Quarterly Reporting**

The Treveria II Facility Agent shall, on a quarterly basis, promptly provide to Cash Manager, the Citibank Securitisation Cash Manager, the Issuer Servicer, the Citibank Securitisation Issuer
Servicer and the Treveria II Special Servicer, any information reasonably requested by them which relates to the Treveria II Loan in the immediately preceding Treveria II Loan interest period provided such information is within the Treveria II Facility Agent’s possession or is readily available to the Treveria II Facility Agent. Such information may include, among other things:

(a) whether amounts were received in respect of principal, interest, prepayments, break costs or other fees;
(b) property valuation information;
(c) events of default;
(d) enforcement action and recoveries in respect of the Treveria II Loan;
(e) mistaken payments;
(f) expenses and costs;
(g) any provisional principal reductions; and
(h) information in respect of the Treveria II Loan documentation.

The Treveria II Facility Agent’s ability to provide the information referred to above may depend on the timely receipt of the necessary information from the Issuer Servicer, the Citibank Securitisation Issuer Servicer or the Treveria II Special Servicer, as applicable.

Modifications, Waivers, Amendments and Consents

The Treveria II Facility Agent will be responsible for responding to requests by a German Borrower or any other relevant German Obligor for consents, modifications or waivers relating to the Treveria II Loan Agreement unless the Treveria II Loan is a Specially Serviced Loan in which case the Treveria II Special Servicer will be responsible for responding to such requests.

Upon receipt of a request by the German Borrowers or any other relevant German Obligor for consents, modifications or waivers relating to the Treveria II Loan Agreement, the Treveria II Facility Agent will provide the details of such request to the Issuer Servicer and the Citibank Securitisation Issuer Servicer in accordance with the Facility Agent Consultation Process and, if applicable, the Facility Agent Override, before reverting to the relevant German Borrowers to advise whether the requisite consent of the lenders sanctioned or refused such request. The requisite consent of lenders required to sanction any such request will be determined by the Treveria II Facility Agent by reference to the terms of the Treveria II Loan Agreement.

Upon receipt of a request by the German Borrowers or any other relevant German Obligor for consents, modifications or waivers relating to the Treveria II Loan Agreement while the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer will provide the details of such request to the Treveria II Operating Adviser or Treveria II Operating Advisers, as the case may be.

In no circumstances shall the Treveria II Facility Agent or the Treveria II Special Servicer provide the consent or approve the waiver, modification or amendment relating to the Treveria II Loan Agreement if to do so would contradict the Treveria II Facility Agent Servicing Standard or the Treveria II Servicing Standard, as applicable.

For further information on the rights of a Treveria II Operating Adviser in relation to waivers, modifications, amendments and consents in respect of the Treveria II Loan, see “Treveria II Operating Advisers” above at page 160.

Treveria II Servicing Fee, Treveria II Special Servicer Fee, Treveria II Liquidation Fee and Treveria II Workout Fee

The Treveria II Facility Agent will receive a nominal compensation for performing their respective obligations under the Treveria II Servicing Agreement.

On each Distribution Date, the Issuer Servicer will be entitled to be paid a fee (the “Treveria II Servicing Fee”) equal to 0.10 per cent. per annum (plus VAT, if applicable) of the outstanding principal balance of the Treveria II Acquired Loan at the beginning of the German Interest Period ending prior to such Distribution Date. The Treveria II Servicing Fee will be payable in accordance with the terms of the Issuer Servicing Agreement.

On each Distribution Date, in circumstances where the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer will be entitled to be paid by the Issuer a special servicing fee (the “Treveria II Special Servicing Fee”) equal to 0.25 per cent. per annum (plus
VAT, if applicable) of the outstanding principal balance of the Treveria II Acquired Loan as at the first day of the relevant German Loan Interest Period to which such Distribution Date relates.

On each Distribution Date, in circumstances where the Treveria II Loan is a Specially Serviced Loan, the Treveria II Special Servicer will be entitled to be paid by the Issuer on a pro rata basis by reference to the principal amount outstanding of the Treveria II Acquired Loan relative to the Treveria II Loan as a collective whole:

(a) a liquidation fee (the “Treveria II Liquidation Fee”) equal to one per cent. (plus VAT, if applicable) of all amounts collected in connection with the liquidation of the Treveria II Loan or any relevant German Property, the pay-off or discounted pay-off of the Treveria II Loan or any relevant German Property in connection with the enforcement of the security, in each case net of costs and expenses (such proceeds, “Treveria II Liquidation Proceeds”), provided that no Treveria II Liquidation Fee will be payable in respect of Treveria II Liquidation Proceeds in certain circumstances including, under certain conditions, where the Treveria II Loan or any part of a Treveria II Property is sold to an affiliate of the Treveria II Special Servicer. To the extent that any Treveria II Liquidation Fee is payable by the Issuer, it will be payable in priority to the Notes on the Distribution Date following the receipt of Liquidation Proceeds. Although the Treveria II Liquidation Fee is intended to provide the Treveria II Special Servicer with an incentive to better perform its duties, the payment of any Treveria II Liquidation Fee by the Issuer may, under certain circumstances, reduce amounts payable to the Noteholders; and

(b) a workout fee (the “Treveria II Workout Fee”), if the Treveria II Loan which was a Specially Serviced Loan subsequently becomes a Corrected Loan. The Treveria II Workout Fee will be an amount equal to one per cent. (plus VAT, if applicable) of each collection of interest and principal received on the Treveria II Loan for so long as it remains a Corrected Loan. However, no Treveria II Workout Fee will be payable if the Special Servicer Transfer Event which gave rise to the Treveria II Loan becoming a Specially Serviced Loan, ceased to exist within two weeks of it becoming a Specially Serviced Loan and no other Special Servicer Transfer Event occurred while the Treveria II Loan remained a Specially Serviced Loan.

The Treveria II Special Servicing Fee will cease to be payable by, among others, the Issuer in relation to the Treveria II Loan if any of the following events (each, a “Liquidation Event”) occurs in relation to the Treveria II Loan:

(a) the Treveria II Loan is repaid in full;

(b) a Final Recovery Determination is made with respect to the Treveria II Loan; or

(c) the Treveria II Acquired Loan is repurchased by the Deutsche Bank Originator under the relevant German Loan Sale Agreement or purchased by the Issuer Servicer pursuant to the Issuer Servicing Agreement.

“Final Recovery Determination” means, in relation to the Treveria II Loan, a determination by the Treveria II Special Servicer acting in accordance with the Treveria II Servicing Standard that there has been a recovery of all principal as a result of enforcement procedures undertaken in respect of the Treveria II Loan and other payments or recoveries that, in the Treveria II Special Servicer’s judgment, will ultimately be recoverable with respect to the Treveria II Loan, such judgment to be exercised in accordance with the Treveria II Servicing Standard.

On each Distribution Date, the Treveria II Facility Agent and the Treveria II Special Servicer will be entitled to be reimbursed (with interest thereon) by, among others, the Issuer in respect of out-of-pocket costs, expenses and charges properly incurred by each of them in the performance of their respective obligations under the Treveria II Servicing Agreement. Such costs and expenses will be payable on the Distribution Date following the German Loan Interest Period during which they are incurred by the Treveria II Facility Agent or the Treveria II Special Servicer, as the case may be, and without prejudice to any other rights to payment or, in the case of fees and expenses which are paid directly by the relevant German Borrowers, immediately on the date which such fees and expenses are collected from the relevant German Borrowers. Any such costs and expenses incurred will be payable by the Issuer on a pro rata basis by reference to the principal amount outstanding of the Treveria II Acquired Loan relative to the Treveria II Loan as a collective whole.
For the avoidance of doubt, Available Funds shall not be available to discharge any of the liabilities described above which are owed by the Citibank Issuer and Citibank Securitisation Available Funds shall not be available to discharge any of the liabilities described above which are owed by the Issuer.

To the extent that any amounts are payable by the Issuer to the Issuer Servicer, the Treveria II Special Servicer or the Treveria II Facility Agent, such amounts will be payable in accordance with the relevant priority of payments in priority to payments of interest on and repayments of principal of the Notes, both before and after the service of a Note Acceleration Notice. This order of priority has been agreed with a view to procuring the continuing performance by the Issuer Servicer, the Treveria II Special Servicer and the Treveria II Facility Agent of their respective duties at all times while the Notes are outstanding.

**General**

Neither the Issuer Servicer, the Treveria II Facility Agent or the Treveria II Special Servicer will be liable for any obligation of a German Borrower or any German Obligors under the Treveria II Loan Agreement in respect of the Treveria II Loan or the relevant German Related Security, have any liability for the obligations of the Issuer under the Notes or of the Issuer under the Transaction Documents or have any liability for the failure by the Issuer to make any payment due by it under the Notes or any of the Transaction Documents unless such failure by the Issuer results from a failure by the Issuer Servicer, the Treveria II Facility Agent or the Treveria II Special Servicer, as the case may be, to perform its obligations under the Treveria II Servicing Agreement and, in the case of the Issuer Servicer, the Issuer Servicing Agreement.

Each of the Issuer Servicer, the Treveria II Facility Agent and the Treveria II Special Servicer will be entitled to indemnification by the Issuer for any loss, liability or expense incurred in connection with any actual or threatened legal action relating to any Treveria II Loan other than any loss, liability or expense incurred by reason of the Issuer Servicer's, the Treveria II Facility Agent's or the Treveria II Special Servicer's, as applicable, negligence or wilful misconduct.
**Introduction**

On the Closing Date, 50 per cent. of the Dresdner Office Portfolio Loan will be sold to the Issuer (the “Dresdner Office Portfolio Acquired Loan”), the remaining 50 per cent. of such loan having been acquired by the Deco 9 Issuer on 15th August, 2006 pursuant to the Deco 9 Securitisation (the “Dresdner Office Portfolio Deco 9 Loan”). The Deco 9 Issuer, Deutsche Bank Originator, the Helaba Originator (the Issuer, the Deutsche Bank Originator and the Helaba Originator appointed Deutsche Bank AG, London Branch as the Issuer Servicer and Hatfield Philips International Limited as the Issuer Special Servicer to act as their agents and to exercise all their rights, powers and discretions, in relation to the Dresdner Office Portfolio Loan and its German Related Security pursuant to the Dresdner Office Portfolio Servicing Agreement dated 15th August, 2006. The Issuer and the Issuer Security Trustee will accede to, and the Deutsche Bank Originator and the Helaba Originator will secede from, the Dresdner Office Portfolio Servicing Agreement pursuant to the Dresdner Office Portfolio Servicing Agreement Accession Deed on the Closing Date (the Deco 9 Issuer and the Issuer, together, from the Closing Date, the “Dresdner Office Portfolio Lenders”).

Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main, in its separate capacities as facility agent (the “Helaba Facility Agent”) and security trustee (the “Helaba Security Trustee”) under the Dresdner Office Portfolio Loan Agreement, will continue to perform its obligations as Helaba Facility Agent and Helaba Security Trustee, respectively. In particular, the Helaba Facility Agent will continue to be responsible for gathering loan and property level information, and performing cash management and other administrative functions pursuant to the Dresdner Office Portfolio Loan documentation. However, with respect to those matters that require the Helaba Facility Agent to correspond with the lenders pursuant to the Dresdner Office Portfolio Loan Agreement, the Helaba Facility Agent shall correspond with the Issuer Servicer or the Issuer Special Servicer, as the case may be, and shall take action with respect to such matters, including responding to the Dresdner Office Portfolio Borrower, only on the instructions of the Issuer Servicer or the Issuer Special Servicer, as applicable.

In the case of the Dresdner Office Portfolio Loan, when exercising the rights, powers and discretions of the Issuer, the Deutsche Bank Originator or the Helaba Originator, the Issuer Servicer or, as the case may be, the Issuer Special Servicer, must act in accordance with, among other things, the Servicing Standard.

**Servicing Standard**

Each of the Issuer Servicer and the Issuer Special Servicer under the Dresdner Office Portfolio Servicing Agreement are required to perform its duties in accordance with and subject to the “Servicing Standard” which comprises, in relation to the Dresdner Office Portfolio Loan, the following requirements: (a) all applicable law and regulations, (b) the Dresdner Office Portfolio Loan Agreement and the documents entered into in connection therewith, (c) the Dresdner Office Portfolio Servicing Agreement and (d) the higher of:

(i) the same manner and with the same skill, care and diligence it applies in servicing similar loans for other third parties; and

(ii) the standard of care, skill and diligence which it applies in servicing commercial mortgage loans in its own portfolio,

in each case giving due consideration to customary and usual standards of practice of reasonably prudent commercial mortgage servicers servicing commercial mortgage loans which are similar to the Dresdner Office Portfolio Loan and its German Related Security with a view to the timely collection of all scheduled payments of principal, interest and other amounts due in respect of the Dresdner Office Portfolio Loan and, if the Dresdner Office Portfolio Loan comes into and continues in default, achieving the maximisation of the recoveries on the Dresdner Office Portfolio Loan. If there is a conflict between the requirements which together comprise the Servicing Standard, they will be applied in the order in which they appear above.

The Issuer Servicer and the Issuer Special Servicer are required to adhere to the Servicing Standard without regard to any fees or other compensation to which they are entitled, any relationship they or any of their affiliates may have with any party to the transaction entered into in
connection with the Notes or with the Dresdner Office Portfolio Borrower or any affiliate of the Dresdner Office Portfolio Borrower or the ownership of any Note by the Issuer Servicer or Issuer Special Servicer or any affiliate thereof. In performing their duties in relation to the Dresdner Office Portfolio Loan, the Issuer Servicer must do so on behalf of the Dresdner Office Portfolio Lenders as a collective whole.

Pursuant to the Dresdner Office Portfolio Servicing Agreement, the Issuer Servicer and the Issuer Special Servicer may, without the consent of any other person (including, without limitation, the Dresdner Office Portfolio Lenders or the Issuer Security Trustee), sub-contract or delegate their respective obligations under the Dresdner Office Portfolio Servicing Agreement. Notwithstanding any sub-contracting or delegation of the performance of any of its obligations under the Dresdner Office Portfolio Servicing Agreement, the Issuer Servicer or the Issuer Special Servicer, as the case may be, shall not be released or discharged from any liability thereunder and shall remain responsible for the performance of its obligations under the Dresdner Office Portfolio Servicing Agreement by any sub-contractor or delegate.

Roles of the Issuer Servicer and Issuer Special Servicer under the Dresdner Office Portfolio Servicing Agreement

The Issuer Servicer will, pursuant to the Dresdner Office Portfolio Servicing Agreement, service and administer the Dresdner Office Portfolio Loan until the occurrence of a Special Servicer Transfer Event in relation to the Dresdner Office Portfolio Loan.

The Dresdner Office Portfolio Loan will become subject to a “Special Servicer Transfer Event” in the event any of the following occurs:

(a) a payment default on its final maturity date if not extended;
(b) any payment by the Dresdner Office Portfolio Borrower being more than 45 days overdue;
(c) the Dresdner Office Portfolio Borrower becoming the subject of insolvency proceedings or certain other insolvency related events;
(d) the Issuer Servicer or the Issuer Special Servicer, as the case may be, receiving a notice of the enforcement of any other security in respect of a Dresdner Office Portfolio Property; and
(e) any other material default occurring which is not cured within the applicable cure period or, which in the opinion of the Issuer Servicer is not likely to be cured within 30 days, that would, in the opinion of the Issuer Servicer, be likely to have a material adverse effect upon any of the Dresdner Office Portfolio Lenders.

The Issuer Special Servicer will formally assume special servicing duties in respect of the Dresdner Office Portfolio Loan and the Dresdner Office Portfolio Loan will become a “Specially Serviced Loan” on the occurrence of a Special Servicer Transfer Event. Full servicing of the Dresdner Office Portfolio Loan will be retransferred to the Issuer Servicer and it will become a “Corrected Loan” when no monetary Special Servicer Transfer Event has occurred for two consecutive interest periods and the facts giving rise to any other Special Servicer Transfer Event have ceased to exist and no other matter exists which would give rise to the Dresdner Office Portfolio Loan becoming a Specially Serviced Loan.

Notwithstanding the appointment of the Issuer Special Servicer, the Issuer Servicer will be required to continue to collect information and prepare all reports required to be collected or prepared by it under the Issuer Servicing Agreement and to perform certain other day-to-day administrative functions. Neither the Issuer Servicer nor the Issuer Special Servicer will have responsibility for the performance by the other of its obligations and duties under the Dresdner Office Portfolio Servicing Agreement.

Dresdner Office Portfolio Operating Advisers

The Controlling Class in relation to the Dresdner Office Portfolio Acquired Loan and the controlling class of noteholders pursuant to the Deco 9 Securitisation (the “Deco 9 Securitisation Controlling Class”) may each appoint a representative (each a “Dresdner Office Portfolio Operating Adviser” and together, the “Dresdner Office Portfolio Operating Advisers” and, in the case of the Controlling Class only, an “Operating Adviser”), to represent their respective
interests when the Issuer Servicer or the Issuer Special Servicer is making decisions regarding the Dresdner Office Portfolio Loan.

The Issuer Servicer or, if the Dresdner Office Portfolio Loan is a Specially Serviced Loan, the Issuer Special Servicer may agree to any request by the Dresdner Office Portfolio Borrower or any other relevant Dresdner Office Portfolio Obligor to provide a consent if the provisions of the relevant Dresdner Office Portfolio Loan Agreement require such consent to be granted, subject to certain conditions being satisfied, provided that the Issuer Servicer or the Issuer Special Servicer, as applicable, is acting in accordance with the Servicing Standard and the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, are satisfied that the relevant conditions have been met and provided further that, if the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, and the Issuer Servicer or, as the case may be, the Issuer Special Servicer do not agree that the relevant conditions have been met, the views of the Issuer Servicer or, as the case may be, the Issuer Special Servicer shall prevail over those of the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be.

The Issuer Servicer or, if at the relevant time the Dresdner Office Portfolio Loan is a Specially Serviced Loan, the Issuer Special Servicer must also give prior notice to the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, of its intention to take certain decisions in relation to the Dresdner Office Portfolio Loan, including to:

(a) make an amendment to the Dresdner Office Portfolio Loan Agreement which would result in the extension or shortening of the final maturity date;
(b) modify the interest rate on all or any part thereof;
(c) modify the amount or timing of any payment of interest or principal;
(d) forgive any interest or principal;
(e) make any further advance;
(f) agree to the release of any Dresdner Office Portfolio Property from the security created by the relevant German Related Security and/or to the substitution of any Dresdner Office Portfolio Property that secures the Dresdner Office Portfolio Loan with any other Dresdner Office Portfolio Property (other than in circumstances which are contemplated by the Dresdner Office Portfolio Loan Agreement);
(g) release the Dresdner Office Portfolio Borrower (or any other relevant German Obligor) obligated to provide security or make payment under the Dresdner Office Portfolio Loan Agreement from its obligations;
(h) agree to the further encumbrance of any assets which secure the Dresdner Office Portfolio Loan;
(i) waive or reduce any prepayment fee, late payment charge or default interest;
(j) cross-default the Dresdner Office Portfolio Loan to any other indebtedness of the Dresdner Office Portfolio Borrower;
(k) approve any material capital expenditure;
(l) consent to the creation of any mezzanine debt of any direct or indirect owner of the relevant Dresdner Office Portfolio Borrower that would be paid from distributions of net cash flows from any Dresdner Office Portfolio Property;
(m) consent to the grant of any new occupational lease or the modification or termination of any existing occupational lease unless in accordance with the relevant Dresdner Office Portfolio Loan documents or, as the circumstances require, as determined by the Issuer Servicer or the Issuer Special Servicer acting in accordance with the Servicing Standard, consent cannot be unreasonably withheld or delayed;
(n) commence formal enforcement proceedings in respect of any German Related Security for the repayment of the Dresdner Office Portfolio Loan, including the appointment of a receiver or administrator or similar or analogous proceedings;
(o) waive any Dresdner Office Portfolio Loan event of default;
(p) approve a restructuring plan in insolvency of the Dresdner Office Portfolio Borrower;
(q) defer interest on all or any part of the Dresdner Office Portfolio Loan for more than 10 business days;

(r) modify any provision of the Dresdner Office Portfolio Loan Agreement relating to the rights of a lender to assign its interest therein; or

(s) modify any provision of the Dresdner Office Portfolio Loan documents relating to any of the following:
   (i) reserve requirements;
   (ii) rent collection;
   (iii) cash management;
   (iv) financial covenants;
   (v) hedging requirements;
   (vi) insurance requirements;
   (vii) the basis on which all or any part of the security for the Dresdner Office Portfolio Loan may be released or substituted;
   (viii) the basis on which all or any of the relevant German Obligors may be released from their obligations under the Dresdner Office Portfolio Loan documents; and
   (ix) the basis on which further encumbrances over any Dresdner Office Portfolio Property may be created.

Following such notification, the Issuer Servicer or, as the case may be, the Issuer Special Servicer will not take the relevant action until the earliest of (a) in the case of items (a) to (e) (inclusive) above, five business days and, in the case of items (f) to (s) (inclusive) above, 10 business days, after the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, have been notified of the relevant matter and of the Issuer Servicer or the Issuer Special Servicer's proposals in relation thereto; and (b) the date on which the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, confirm that the Issuer Servicer or Issuer Special Servicer may proceed in accordance with those proposals. If a Dresdner Office Portfolio Operating Adviser has not confirmed in writing whether it agrees or disagrees with the proposed course of action within the prescribed period of time, that Dresdner Office Portfolio Operating Adviser will be deemed to have agreed thereto.

If, prior to five (or, as the case may be, 10) business days after the notification referred to above, at least one of the Dresdner Office Portfolio Operating Advisers notifies the Issuer Servicer or the Issuer Special Servicer that it disapproves of the proposed course of action it shall also suggest to the Issuer Servicer or Issuer Special Servicer, as applicable, alternative courses of action (a "Suggestion"). In the event that there are two Dresdner Office Portfolio Operating Advisers, then upon their receipt of a Suggestion or Suggestions, as the case may be, the Issuer Servicer or the Issuer Special Servicer, as applicable, shall ensure that each Dresdner Office Portfolio Operating Adviser is notified of any Suggestion submitted by the other Dresdner Office Portfolio Operating Adviser during the applicable period. Within five (or, as the case may be, 10) business days thereafter, the Issuer Servicer or the Issuer Special Servicer shall submit to the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, a revised proposal which shall, to the extent that the same are not inconsistent with the Servicing Standard, incorporate the Suggestion or Suggestions.

The Issuer Servicer and the Issuer Special Servicer shall continue to revise their proposals in the manner described in the preceding paragraph until the earliest of:

(a) the delivery by the Dresdner Office Portfolio Operating Adviser or both Dresdner Office Portfolio Operating Advisers, as the case may be, of an approval in writing of such revised proposal;

(b) failure of the relevant Dresdner Office Portfolio Operating Adviser or both Dresdner Office Portfolio Operating Advisers, as the case may be, to disapprove of such revised proposal in writing by the fifth (or, as the case may be, tenth) business day after its delivery to that Dresdner Office Portfolio Operating Adviser or those Dresdner Office Portfolio Operating Advisers, as applicable; and
(c) the passage of 45 days from the date of preparation of the first version of the proposal submitted by the Issuer Servicer or the Issuer Special Servicer.

Notwithstanding any of the foregoing requirements, no right of a Dresdner Office Portfolio Operating Adviser to be consulted in connection with the Dresdner Office Portfolio Loan shall permit the Issuer Servicer or the Issuer Special Servicer, as the case may be, to take any action or to refrain from taking any action which, in the good faith and reasonable judgment of the Issuer Servicer or Issuer Special Servicer, as applicable, would cause the Issuer Servicer or Issuer Special Servicer to violate the Servicing Standard. Nor will the Issuer Servicer or the Issuer Special Servicer refrain from taking any action pending receipt of any proposals, following consultation with the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, if the Issuer Servicer or Issuer Special Servicer, in its good faith and reasonable judgment, determines that immediate action is necessary to comply with the Servicing Standard. The taking of any action prior to the receipt of the Dresdner Office Portfolio Operating Adviser’s or Dresdner Office Portfolio Operating Advisers’ approval thereof or in a manner which is contrary to the directions of, or disapproved by, a Dresdner Office Portfolio Operating Adviser shall not constitute a breach by the Issuer Servicer or the Issuer Special Servicer, as the case may be, of the Dresdner Office Portfolio Servicing Agreement so long as, in the Issuer Servicer’s or the Issuer Special Servicer’s good faith and reasonable judgement, such action was required by the Servicing Standard. If, in order to comply with the requirements described in this paragraph, the Issuer Servicer or the Issuer Special Servicer takes action prior to receiving a response from a Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, the Dresdner Office Portfolio Operating Adviser or the Dresdner Office Portfolio Operating Advisers, as the case may be, object to such actions within five business days after being notified of such action and being provided with all reasonably requested information, the Issuer Servicer or, as the case may be, the Issuer Special Servicer must (subject always to the foregoing requirements described in this paragraph) take due account of the advice and representations made by the relevant Dresdner Office Portfolio Operating Adviser regarding any further steps that should be taken.

Annual Review Procedure and Reporting

The Issuer Servicer is required to undertake an annual review of the Dresdner Office Portfolio Loan. The Issuer Servicer may conduct more frequent reviews if it has cause for concern as to the ability of the Dresdner Office Portfolio Borrower to meet its obligations under the Dresdner Office Portfolio Loan Agreement. Such a review (annual or otherwise) may, but need not necessarily, include an inspection of the Dresdner Office Portfolio Properties constituting security therefor and will include analysis of the cash flow arising from the Dresdner Office Portfolio Properties provided to the Issuer Servicer by the Helaba Facility Agent. The annual review of the Dresdner Office Portfolio Loan undertaken by the Issuer Servicer and will be dependant on information provided to it by the Helaba Facility Agent. The Helaba Facility Agent shall not be liable for acting in accordance with its obligations under the Dresdner Office Portfolio Servicing Agreement and/or Loan Agreement. The Issuer Special Servicer will also agree to provide any information in its possession which may be required by the Issuer Servicer to carry out any such review.

The preparation of the Servicer Quarterly Report by the Issuer Servicer pursuant to the Issuer Servicing Agreement will, in respect of the Dresdner Office Portfolio Loan, be dependant on information provided to it by the Helaba Facility Agent. The Issuer Special Servicer has also agreed to provide the Issuer Servicer with any information in its possession in respect of the Dresdner Office Portfolio Loan which may be required by the Issuer Servicer to prepare each Servicer Quarterly Report pursuant to the Issuer Servicing Agreement.

Accordingly, the performance by the Issuer Servicer of its reporting obligations under the Issuer Servicing Agreement and the Dresdner Office Portfolio Servicing Agreement in relation to the Dresdner Office Portfolio Loan will depend on the receipt by it of the relevant information from the Helaba Facility Agent and the Issuer Special Servicer.

Insurance

The Helaba Facility Agent will monitor compliance by the Dresdner Office Portfolio Borrower with the requirements of the Dresdner Office Portfolio Loan Agreement relating to insurance.
Hedging Arrangements

The Issuer Servicer will administer and perform certain other duties in respect of any hedging arrangements entered into by any of the Dresdner Office Portfolio Lenders in respect of the Dresdner Office Portfolio Loan.

Property Protection Advances

The Dresdner Office Portfolio Loan Agreement obliges the Dresdner Office Portfolio Borrower to pay certain amounts to third parties, such as insurers and persons providing services in connection with the operation of the Dresdner Office Portfolio Properties. If: (a) the Dresdner Office Portfolio Borrower fails to pay any such amount (and there are insufficient funds available in the Dresdner Office Portfolio Borrower Account to pay it) and (b) the Dresdner Office Portfolio Loan Agreement entitles the relevant lender to pay or discharge the obligation to the third party and (c) the Dresdner Office Portfolio Loan Agreement requires the Dresdner Office Portfolio Borrower to reimburse the lenders for any payments so made and (d) the Issuer Servicer or Issuer Special Servicer is satisfied that such amounts will, in addition to all other amounts due, be recoverable from the Dresdner Office Portfolio Borrower and (e) the Issuer Servicer or, as the case may be, the Issuer Special Servicer, is otherwise satisfied that it would be in accordance with the Servicing Standard to do so, then the Issuer Servicer or Issuer Special Servicer may make the relevant payment (any such payment being a “Property Protection Advance”). The Issuer Servicer or the Issuer Special Servicer may make a Property Protection Advance by requesting the Cash Manager and any cash manager appointed pursuant to the Deco 9 Securitisation (the “Deco 9 Securitisation Cash Manager”) to make a drawing under the Liquidity Facility Agreement (in the case of the Cash Manager) equal to 50 per cent. of the Property Protection Advance required and under the liquidity facility agreement in respect of the Deco 9 Securitisation (the “Deco 9 Securitisation Liquidity Facility Agreement”) equal to the other 50 per cent. of the Property Protection Advance required, each such drawing made in respect of the Dresdner Office Portfolio Acquired Loan, a “Property Protection Drawing”.

To the extent that the amount available to be drawn by the Cash Manager under the Liquidity Facility Agreement or the Deco 9 Securitisation Cash Manager under the Deco 9 Securitisation Liquidity Facility Agreement, as the case may be, is insufficient to fund the 50 per cent. contribution to the Property Protection Advance required, the Issuer Servicer or the Issuer Special Servicer, as the case may be, may, to the extent that there are funds available to be drawn under the other liquidity facility agreement for such purpose, request that the cash manager under such liquidity facility agreement make a drawing equal to 100 per cent. of the Property Protection Advance required. The repayment of such drawing shall be made in priority to any other amounts payable to the finance parties under the Dresdner Office Portfolio Loan Agreement. Alternatively, if no funds or insufficient funds are available to be drawn under the Liquidity Facility Agreement or the Deco 9 Securitisation Liquidity Facility Agreement for that purpose and if the Issuer Servicer or Issuer Special Servicer decides in its sole discretion to do so, it may make a Property Protection Advance from its own funds. If the Issuer Servicer or the Issuer Special Servicer makes a Property Protection Advance from its own funds, it will be repaid (subject to the priority of payments) together with interest thereon at EURIBOR plus the Liquidity Margin (in the case of a Liquidity Drawing under the Liquidity Facility Agreement) or EURIBOR plus the margin applicable to drawings under the Deco 9 Securitisation Liquidity Facility Agreement (the “Reimbursement Rate”) on the Distribution Date (in the case of drawings made under the Liquidity Facility Agreement) or the distribution date with respect to the Deco 9 Securitisation (each, a “Deco 9 Securitisation Distribution Date”), as applicable, immediately following the date on which such Property Protection Advance was made. For the avoidance of doubt, any Property Protection Advance funded by drawings under the Liquidity Facility Agreement and/or the Deco 9 Securitisation Liquidity Facility Agreement or by the Issuer Servicer or the Issuer Special Servicer from its own funds must fund the full amount of the Property Protection Advance required.

Modifications, Waivers, Amendments and Consents

The Issuer Servicer or, if the Dresdner Office Portfolio Loan is a Specially Serviced Loan, the Issuer Special Servicer will be responsible for responding to requests for consent to waivers or modifications relating to the Dresdner Office Portfolio Loan Agreement or granting any consent requested by the Dresdner Office Portfolio Borrower or any Dresdner Office Portfolio Obligor under the Dresdner Office Portfolio Loan Agreement.
For further information on certain other rights of the Dresdner Office Portfolio Operating Advisers in relation to waivers, modifications, amendments and consents, see “Dresdner Office Portfolio Operating Advisers” above at page 169.

Dresdner Office Portfolio Servicing Fee, Dresdner Office Portfolio Special Servicing Fee, Liquidation Fee and Workout Fee

The Issuer Servicer will be entitled to be paid a fee (the “Dresdner Office Portfolio Servicing Fee”) equal to 0.10 per cent. per annum (plus VAT, if applicable) of the outstanding principal balance of the Dresdner Office Portfolio Loan at the beginning of each relevant interest period, payable from, and including, the Closing Date, by the Issuer and the Deco 9 Issuer in pro rata proportions to their respective interests in the Dresdner Office Portfolio Loan.

Following any termination of the Issuer Servicer’s appointment as servicer of the Dresdner Office Portfolio Loan, the Dresdner Office Portfolio Servicing Fee will be paid to any substitute servicer appointed; provided that the Dresdner Office Portfolio Servicing Fee may be payable to any substitute servicer at a higher rate agreed in writing by the Note Trustee and any trustee for the noteholders pursuant to the Deco 9 Securitisation (but which does not exceed the rate then commonly charged by providers of loan servicing services in relation to commercial properties).

In circumstances where the Dresdner Office Portfolio Loan is a Specially Serviced Loan, the Issuer Special Servicer will be entitled to be paid a fee (the “Dresdner Office Portfolio Special Servicing Fee”) equal to 0.25 per cent. per annum (plus VAT, if applicable) of the outstanding principal amount of the Dresdner Office Portfolio Loan, payable from, and including, the Closing Date, by the Issuer and the Deco 9 Issuer in pro rata proportions to their respective interests in the Dresdner Office Portfolio Loan.

The Dresdner Office Portfolio Special Servicing Fee will be paid in addition to the Dresdner Office Portfolio Servicing Fee. The Dresdner Office Portfolio Special Servicing Fee will accrue on a daily basis over such period and will be payable on each Distribution Date commencing with the Distribution Date following the date on which such period begins and ending on the Distribution Date following the end of such period.

In circumstances where the Dresdner Office Portfolio Loan is a Specially Serviced Loan, the Issuer Special Servicer will be entitled to be paid a liquidation fee (the “Dresdner Office Portfolio Liquidation Fee”) equal to one per cent. (plus VAT, if applicable) of the proceeds of sale, net of costs and expenses of sale, if any, arising from the sale of the Dresdner Office Portfolio Loan or any part of a Dresdner Office Portfolio Property following the enforcement of the security (or deed in lieu thereof) in respect of the Dresdner Office Portfolio Loan (such proceeds, “Dresdner Office Portfolio Liquidation Proceeds”) payable from, and including, the Closing Date by the Issuer and the Deco 9 Issuer in pro rata proportions to their respective interests in the Dresdner Office Portfolio Loan provided that no Dresdner Office Portfolio Liquidation Fee will be payable in respect of the Dresdner Office Portfolio Liquidation Proceeds in certain circumstances including, under certain conditions, where the Dresdner Office Portfolio Loan or any part of the Dresdner Office Portfolio Property is sold to an affiliate of the Issuer Special Servicer.

The Dresdner Office Portfolio Liquidation Fee shall be payable in accordance with the terms of the Dresdner Office Portfolio Servicing Agreement. The Dresdner Office Portfolio Liquidation Fee will be payable in priority to the Notes on the Distribution Date following the receipt of Dresdner Office Portfolio Liquidation Proceeds. Although the Dresdner Office Portfolio Liquidation Fee is intended to provide the Issuer Special Servicer with an incentive to better perform its duties, the payment of any Dresdner Office Portfolio Liquidation Fee may, under certain circumstances, reduce amounts payable to the Noteholders.

In circumstances where the Dresdner Office Portfolio Loan is a Specially Serviced Loan, the Issuer Special Servicer will be entitled to be paid a workout fee (the “Dresdner Office Portfolio Workout Fee”) payable to the Issuer Special Servicer, if the Dresdner Office Portfolio Loan which was a Specially Serviced Loan subsequently becomes a Corrected Loan, in an amount equal to one per cent. (plus VAT, if applicable) of each collection of interest and principal received on the Dresdner Office Portfolio Loan for so long as it remains a Corrected Loan, payable from and including, the Closing Date by the Issuer and the Deco 9 Issuer in pro rata proportions to their respective interests in the Dresdner Office Portfolio Loan.

However, no Dresdner Office Portfolio Workout Fee will be payable if the Special Servicer Transfer Event which gave rise to the Dresdner Office Portfolio Loan becoming a Specially
Serviced Loan ceased to exist within two weeks of it becoming a Specially Serviced Loan and no other Special Servicer Transfer Event occurred while the Dresdner Office Portfolio Loan remained a Specially Serviced Loan.

The Dresdner Office Portfolio Servicing Fee and the Dresdner Office Portfolio Special Servicing Fee will cease to be payable by the Issuer in relation to the Dresdner Office Portfolio Loan if any of the following events (each, a “Liquidation Event”) occurs in relation to the Dresdner Office Portfolio Loan:

(a) the Dresdner Office Portfolio Loan is repaid in full;
(b) a Final Recovery Determination is made with respect to the Dresdner Office Portfolio Loan; or
(c) the Dresdner Office Portfolio Acquired Loan is repurchased by the Deutsche Bank Originator and the Helaba Originator under the German Loan Sale Agreement or is purchased by the Issuer Servicer pursuant to the Issuer Servicing Agreement.

“Final Recovery Determination” means, in relation to the Dresdner Office Portfolio Loan, a determination by the Issuer Special Servicer acting in accordance with the Servicing Standard that there has been a recovery of all principal as a result of enforcement procedures undertaken in respect of the Dresdner Office Portfolio Loan and other payments or recoveries that, in the Issuer Special Servicer’s judgment, will ultimately be recoverable with respect to the Dresdner Office Portfolio Loan, such judgment to be exercised in accordance with the Servicing Standard.

The Issuer Servicer and the Issuer Special Servicer will, under the Dresdner Office Portfolio Servicing Agreement, be entitled to be reimbursed in respect of all out-of-pocket costs, expenses and charges (with interest thereon) properly incurred by them in the performance of their servicing obligations payable from, and including, the Closing Date by the Issuer and the Deco 9 Issuer in pro rata proportions to their respective interests in the Dresdner Office Portfolio Loan.

Such costs, expenses and charges are payable (subject to the priority of payments) on a payment date following the relevant interest period during which they are incurred by the Issuer Servicer or the Issuer Special Servicer and without prejudice to any other rights to payment or, in the case of fees and expenses which are paid directly by the Dresdner Office Portfolio Borrower, immediately on the date which such fees and expenses are collected from the Dresdner Office Portfolio Borrower.

All such payments will be made by the Issuer on each Distribution Date and by the Deco 9 Issuer on each Distribution Date and Deco 9 Securitisation Distribution Date, respectively, or such other date as they may specifically agree with the Issuer Servicer and the Issuer Special Servicer.

References to the Dresdner Office Portfolio Servicing Fee, the Dresdner Office Portfolio Special Servicing Fee, the Dresdner Office Portfolio Liquidation Fee and the Dresdner Office Portfolio Workout Fee are to those portions of such fees payable by the Issuer save unless expressly stated or the context otherwise requires.

In relation to the Dresdner Office Portfolio Loan, the Dresdner Office Portfolio Servicing Agreement provides that, on each German Loan Interest Payment Date, the fees and expenses payable to the Issuer Servicer or the Issuer Special Servicer on the next Distribution Date in relation to the Dresdner Office Portfolio Loan will be provided for before any payments of principal, interest or other amounts are paid to, among others, the Issuer. If the amount due to the Issuer Servicer and/or the Issuer Special Servicer is greater than the amount received from the Dresdner Office Portfolio Borrower, the Issuer and the Deco 9 Issuer will make good the relevant shortfall in equal amounts, respectively, from Available Funds or from Available Funds and amounts available pursuant to the Deco 9 Securitisation, as applicable (“Deco 9 Securitisation Available Funds”) (which amounts may represent the proceeds of a Liquidity Drawing or a Deco 9 Securitisation Liquidity Drawing, as applicable).

For the avoidance of doubt, Available Funds shall not be available to discharge any of the liabilities described above which are owed by the Deco 9 Issuer and Deco 9 Securitisation Available Funds shall not be available to discharge any of the liabilities described above which are owed by the Issuer.

To the extent that any amounts are payable by the Issuer to the Issuer Servicer or the Issuer Special Servicer, such amounts will be payable in accordance with the relevant priority of payments in priority to payments of interest on and repayments of principal of the Notes, both before and
after the service of a Note Acceleration Notice. This order of priority has been agreed with a view
to procuring the continuing performance by the Issuer Servicer and Issuer Special Servicer of their
respective duties at all times while the Notes are outstanding.

**Termination of Appointment of Issuer Servicer or Issuer Special Servicer under the Dresdner
Office Portfolio Servicing Agreement**

The Issuer Security Trustee and the Deco 9 Issuer Security Trustee, acting jointly, may
terminate the appointment of the Issuer Servicer or the Issuer Special Servicer under the Dresdner
Office Portfolio Servicing Agreement upon the occurrence of a termination event, including, among
other things, a default in procuring the transfer on any Loan Interest Payment Date of the amounts
required to be transferred from the Dresdner Office Portfolio Borrower Account to the Issuer
Transaction Account or the specified account of the Deco 9 Issuer under the Dresdner Office
Portfolio Servicing Agreement, or, in certain circumstances, a default in performance of certain
covenants or obligations under the Dresdner Office Portfolio Servicing Agreement, or the
occurrence of certain insolvency related events in relation to it. On the termination of the
appointment of the Issuer Servicer or the Issuer Special Servicer by the Issuer Security Trustee
and the Deco 9 Issuer Security Trustee jointly, appoint a substitute servicer or substitute special
servicer for the Dresdner Office Portfolio Loan, as the case may be.

After the Closing Date, the Controlling Class and the Deco 9 Securitisation Controlling Class
shall have the joint right to replace the Issuer Special Servicer. In the event that the Controlling
Class and the Deco 9 Securitisation Controlling Class are unable to agree upon a replacement
Issuer Special Servicer then the existing Issuer Special Servicer shall remain until such time as a
replacement is agreed by the Controlling Class and the Deco 9 Securitisation Controlling Class.

Each of the Issuer Servicer and the Issuer Special Servicer may terminate its appointment
under the Dresdner Office Portfolio Servicing Agreement upon not less than three months’ notice
to, among others, the Dresdner Office Portfolio Lenders, the Helaba Security Trustee, the Note
Trustee, the Issuer Security Trustee, the Helaba Facility Agent and the Issuer Servicer or the
Issuer Special Servicer (whichever is not purporting to give notice).

No termination of the appointment of the Issuer Servicer or the Issuer Special Servicer, as
applicable, under the Dresdner Office Portfolio Servicing Agreement will be effective until a
qualified substitute servicer or substitute special servicer, as the case may be, shall have been
appointed and agreed to be bound by the relevant Transaction Documents, such appointment to be
effective not later than the date of termination, and provided further that the Rating Agencies have
confirmed that the then applicable ratings of the Notes will not be downgraded, withdrawn or
qualified as a result thereof unless otherwise agreed by an Extraordinary Resolution of each class
of the Noteholders.

**Priority of Payments**

The Dresdner Office Portfolio Servicing Agreement provides for a priority of payments
pursuant to which any fees, costs and expenses payable by the lenders (including fees of the
Issuer Servicer and the Issuer Special Servicer) are payable or, in the case of any fees of the
Issuer Servicer or the Issuer Special Servicer, made provision for, in priority to payments to the
lenders. Payments of interest on and repayments of principal of the Dresdner Office Portfolio Loan
are paid *pari passu* and *pro rata* between the Dresdner Office Portfolio Lenders. For the avoidance
of doubt, any prepayment fees paid by the Dresdner Office Portfolio Borrower will not comprise
funds applied in accordance with the priority of payments but will be paid to the Originators.

**General**

Neither the Issuer Servicer nor the Issuer Special Servicer will be liable for any obligation of
the Dresdner Office Portfolio Borrower or the other Dresdner Office Portfolio Obligors under the
Dresdner Office Portfolio Loan Agreement, or in respect of the German Related Security in relation
thereto, have any liability for the obligations of the Issuer under the Notes or of the Issuer under
the Transaction Documents or have any liability for the failure by the Issuer to make any payment
due by it under the Notes or any of the Transaction Documents unless such failure by the Issuer
results from a failure by the Issuer Servicer or the Issuer Special Servicer, as the case may be, to
perform its obligations under the Dresdner Office Portfolio Servicing Agreement.

Each of the Issuer Servicer and the Issuer Special Servicer will be entitled to indemnification
by the Issuer, for any loss, liability or expense incurred in connection with any actual or threatened
legal action relating to the Dresdner Office Portfolio Loan other than any loss, liability or expense incurred by reason of the Issuer Servicer’s or Issuer Special Servicer’s, as applicable, negligence or wilful misconduct.
CASH MANAGEMENT AND REPORTING

Cash Manager

Pursuant to an agreement to be entered into on or prior to the Closing Date between the Issuer, the Issuer Servicer, the Issuer Special Servicer, the Issuer Security Trustee, the Cash Manager and the Operating Bank (the “Cash Management Agreement”), the Issuer will appoint Deutsche Bank AG, London Branch (the “Cash Manager”) to be its agent to provide certain cash management services (the “Cash Management Services”) in relation to the Issuer Transaction Account, the Stand-by Account, the Class X Account and any other Issuer Account. The Cash Manager will undertake with the Issuer and the Issuer Security Trustee that in performing the services to be performed and in exercising its discretions under the Cash Management Agreement, the Cash Manager will perform such responsibilities and duties diligently and in conformity with the Issuer’s obligations with respect to the transaction and that it will comply with any directions, orders and instructions which the Issuer or the Issuer Security Trustee may from time to time give to the Cash Manager in accordance with the Cash Management Agreement.

Operating Bank and Issuer Accounts

Pursuant to the Cash Management Agreement, Deutsche Bank AG, London Branch will act as operating bank (the “Operating Bank”) and, as such, will open and maintain (a) the Issuer Transaction Account and (b) the Stand-by Account, (c) the Class X Account and (d) such other accounts as may be required to be opened for or on behalf of the Issuer from time to time, each in the name of the Issuer (together, the “Issuer Accounts”). The Operating Bank has agreed to comply with any direction of the Cash Manager or the Issuer Security Trustee to effect payments from the Issuer Transaction Account, the Stand-by Account, the Class X Account or any other Issuer Account if such direction is made in accordance with the Cash Management Agreement and the mandate governing the applicable account.

Calculation of Amounts and Payments

On each Determination Date, the Cash Manager is required to determine the various amounts required to pay interest due on the Notes on the forthcoming Distribution Date and all other amounts then payable by the Issuer and the amounts available to make such payments. In addition, the Cash Manager will calculate the Principal Amount Outstanding, the NAI Amount and the Note Factor for each class of Notes for the Interest Period commencing on such forthcoming Distribution Date and the amount of each principal payment (if any) due on each class of Notes on the next following Distribution Date, in each case pursuant to Condition 6(e) (Principal Amount Outstanding and Note Factor) at page 212.

In addition, the Cash Manager will:

(a) make all Liquidity Drawings and/or Stand-by Drawings on behalf of the Issuer and if the Cash Manager fails to submit a notice of drawdown when it is required to do so, then either the Issuer or, if the Issuer fails to do so, the Issuer Security Trustee may submit the relevant notice of drawdown;

(b) from time to time, pay on behalf of the Issuer all payments and expenses required to be paid by the Issuer to third parties, as determined by the Issuer Servicer, by way of Issuer Priority Payments or otherwise; and

(c) make all payments required to carry out an optional redemption of Notes pursuant to Condition 6(c) (Optional Redemption for Tax or Other Reasons) or Condition 6(d) (Optional Redemption in Full) at pages 211 and 212 respectively, in each case according to the provisions of the relevant Condition.

For further information on the responsibility of the Cash Manager in respect of the Notes, see “Terms and Conditions of the Notes” at page 195.

Reporting

On each Distribution Date, the Cash Manager will be required to provide or make available electronically to the Note Trustee, for the benefit of and on behalf of each Noteholder, the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer, the Swiss Issuer Special Servicer, the Managers, the Rating Agencies, the Issuer and the Originators, a statement (a “Statement to Noteholders”), where necessary based upon information provided by the Issuer Servicer, the
Issuer Special Servicer, the Treveria II Facility Agent, the Treveria II Special Servicer, the Swiss Issuer Servicer, the Swiss Issuer Special Servicer and, in the case of the Dresdner Office Portfolio Loan, the Helaba Facility Agent. Each Statement to Noteholders will be made available to Noteholders and certain other persons on a quarterly basis via the Cash Manager’s internet website currently located at https://www.tss.db.com/invr; however, such website does not form part of the information provided for the purposes of this Offering Circular. Registration may be required for access to this website and disclaimers may be posted with respect to the information posted thereon. The Statements to Noteholders will also be made available through Bloomberg L.P. Among other things the Statement to Noteholders will contain the following information:

(a) the amount of the distribution on the Distribution Date to the holders of each class of Notes in reduction of the Principal Amount Outstanding of such class;
(b) the amount of the distribution on the Distribution Date to the holders of each class of Notes allocable to the interest due or overdue on such class;
(c) the aggregate amount of any drawings made under the Liquidity Facility Agreement in respect of the Distribution Date;
(d) the aggregate amount of compensation paid to the Note Trustee, the Issuer Security Trustee, the Cash Manager, the Agent Bank, the Liquidity Facility Provider, the Operating Bank, the Corporate Services Provider, the Paying Agents, the Registrar, the Exchange Agent and servicing compensation paid to the Issuer Servicer and the Issuer Special Servicer, by the Issuer, and in relation to compensation paid to the Swiss Issuer Servicer and the Swiss Issuer Special Servicer, by the Swiss Issuer with respect to the related Interest Period for the Distribution Date;
(e) the principal balance of the Loans outstanding immediately before and immediately after the Distribution Date;
(f) the weighted average remaining term to maturity of the Loans as of the end of the related Interest Period for the Distribution Date;
(g) the aggregate value of the Properties as of the Distribution Date based on the most recent valuations of the Properties;
(h) the amounts available to the Issuer for distribution to the Noteholders by way of principal and interest for the Distribution Date;
(i) the Rate of Interest for each class of Notes for the Distribution Date;
(j) the Principal Amount Outstanding of each class of Notes immediately before and immediately after the Distribution Date;
(k) the Note Factor for each Class of Notes;
(l) the amount of any remaining unpaid interest shortfalls for each class of Notes as of the Distribution Date;
(m) the amount and the type of principal prepayment occurring on the Loans since the previous Determination Date (or in the case of the first Distribution Date, as of the Closing Date);
(n) if a liquidation of a Property or a part of a Property has occurred since the previous Determination Date (or in the case of the first Distribution Date, as of the Closing Date) (other than a payment in full), the aggregate of all liquidation or enforcement proceeds which are included in the amounts to be distributed to Noteholders and other amounts received in connection with the liquidation (separately identifying the portion thereof allocable to distributions on the Notes);
(o) any interest on drawings paid to the Liquidity Facility Provider since the previous Determination Date or payable on the Distribution Date;
(p) any interest on any Property Protection Advances paid to the relevant servicer and special servicer since the previous Determination Date or payable on the Distribution Date;
(q) the original and then current credit support levels for each class of Notes;
(r) the original and then current ratings for each class of Notes; and
identification of any default actually known under the Loan documents, as of the close of business on the last day of the month preceding the month in which the relevant Distribution Date occurs and a summary description of any action taken since the last Statement to Noteholders.

In addition, the Cash Manager will make available to the Noteholders via the Cash Manager’s internet website (currently located at www.iss-db.com/invr) the Servicer Quarterly Reports. Such website does not form part of the information provided for the purposes of this Offering Circular. Registration may be required for access to this website and disclaimers may be posted with respect to the information posted thereon.

In the information referred to above, the amounts will be expressed as a euro amount in the aggregate for all Notes of each applicable class and per any Definitive Note. In addition, within a reasonable period of time after the end of each calendar year, the Cash Manager is required to furnish to each person or entity who at any time during the calendar year was a holder of a Note, a statement containing the information set forth in (a) and (b) above as to the applicable class, aggregated for the related calendar year or applicable partial year during which that person was a Noteholder, together with any other information as the Cash Manager deems necessary or desirable, or that a Noteholder reasonably requests, to enable Noteholders to prepare their tax returns for that calendar year.

The Cash Management Agreement requires that the Cash Manager make available at its offices, during normal business hours, for review by any Noteholder (upon provision of evidence of holding satisfactory to the Cash Manager), the Originators, the Issuer, the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer, the Swiss Special Servicer, the Issuer Security Trustee, the Rating Agencies, or any other person to whom the Cash Manager or the Note Trustee, as applicable, believes the disclosure is appropriate, upon their prior written request, originals or copies of, among other things, the following items:

(a) the Issuer Servicing Agreements, the Swiss Issuer Servicing Agreement and any amendments to such agreements;

(b) all Statements to Noteholders made available to holders of the relevant class of Notes since the Closing Date; and

(c) all accountants’ reports delivered to the Cash Manager since the Closing Date.

Copies of any and all of the foregoing items will be available from the Cash Manager upon request; however, the Cash Manager or the Note Trustee, as applicable, will be permitted to require payment of a sum sufficient to cover the reasonable costs and expenses of providing the copies.

The Cash Management Agreement, the Issuer Servicing Agreements and the Swiss Issuer Servicing Agreement will require the relevant servicer or special servicer and the Cash Manager, subject to certain restrictions (including execution and delivery of a confidentiality agreement and compliance with applicable securities laws and regulations) set forth in the Cash Management Agreement, the Issuer Servicing Agreements and the Swiss Issuer Servicing Agreement, to provide certain of the reports or, in the case of the Issuer Servicer, and the Swiss Issuer Servicer access to the reports available as set forth above, as well as certain other information received by the Issuer Servicer, the Swiss Issuer Servicer or the Cash Manager, as the case may be, to any Noteholder, the Managers, the Originators or any holder of a Note so identified by a beneficial owner or a Note or a Manager, that requests reports or information. However, the Cash Manager, the Issuer Servicer, and the Swiss Issuer Servicer will be permitted to require payment of a sum sufficient to cover the reasonable costs and expenses of providing copies of these reports or information and, in relation to the provision of information to Noteholders, satisfactory evidence of holding. Except as otherwise set forth in this paragraph, until the time Definitive Notes are issued, notices and statements required to be mailed to holders of Notes will be available to the beneficial owners of the Notes only to the extent they are forwarded by or otherwise available through Euroclear or Clearstream, Luxembourg, as applicable. Conveyance of notices and other communications by Euroclear or Clearstream, Luxembourg to their participants, and by participants to beneficial owners of the Notes, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Except as otherwise set forth in this paragraph, the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Servicer, the Swiss Issuer Special Servicer, the Note Trustee, the Issuer Security Trustee, the Cash
Pursuant to the Issuer Servicing Agreement, the Issuer Servicer is required to deliver certain reports to the Cash Manager which the Cash Manager is required to make available to Noteholders. For further information about the reporting obligations of the Issuer Servicer pursuant to the Issuer Servicing Agreement, see the “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Senior Notes – Quarterly Reporting” and “Servicing and Intercreditor Arrangements for the Loans (other than in respect of the Treveria II Acquired Loan and the Dresdner Office Portfolio Acquired Loan) and the Senior Notes – Quarterly Reporting”, on page 143 and page 164, respectively.

Delegation by the Cash Manager

The Cash Manager must not subcontract or delegate the performance of any of its obligations under the Cash Management Agreement to any subcontractor, agent, representative or delegate without the prior written consent of the Issuer and the Issuer Security Trustee, such consent not to be unreasonably withheld. Any delegated or subcontracted obligations, when the necessary consent is given, will not relieve the Cash Manager from any liability under the Cash Management Agreement.

Fees

Pursuant to the Cash Management Agreement, the Issuer will pay to the Cash Manager on each Distribution Date a cash management fee as agreed between the Cash Manager and the Issuer will reimburse the Cash Manager for all costs and expenses properly incurred by the Cash Manager in the performance of the Cash Management Services.

The Issuer before the service of a Note Acceleration Notice and the Issuer Security Trustee thereafter will pay the cash management fee to the Cash Manager and will reimburse the Cash Manager and the Operating Bank for their costs and expenses, all in priority to payments due on the Class A1 Notes (or if there are no Class A1 Notes outstanding, then on the most senior class of Notes then outstanding). This order of priority has been agreed with a view to procuring the continuing performance by each of the Cash Manager and the Operating Bank of its duties in relation to the Issuer Assets.

Termination of Appointment of the Cash Manager

The appointment of Deutsche Bank AG, London Branch as Cash Manager under the Cash Management Agreement may be terminated by virtue of its resignation or its removal by the Issuer or the Issuer Security Trustee. The Issuer (prior to a Note Acceleration Notice being given and not withdrawn) or the Issuer Security Trustee may terminate the Cash Manager’s appointment upon not less than three months’ written notice or immediately upon the occurrence of a termination event as prescribed under the Cash Management Agreement, including, among other things, (a) provided there are sufficient funds available a failure by the Cash Manager to make when due a payment required to be made by the Cash Manager in accordance with the Cash Management Agreement, (b) a failure by the Cash Manager to maintain all appropriate licences, consents, approvals and authorisations required to perform its obligations under the Cash Management Agreement, (c) a default by the Cash Manager in the performance of any of its other duties under the Cash Management Agreement which continues unremedied for ten Business Days, or (d) a petition is presented or an effective resolution passed or any order is made by a competent court for the winding up (including, without limitation, the filing of documents with the court or the service of a notice of intention to appoint an administrator) or dissolution (other than in connection with a reorganisation, the terms of which have previously been approved in writing by the Issuer Security Trustee and the Note Trustee or by Extraordinary Resolutions of the Noteholders and where the Cash Manager is solvent) of the Cash Manager or the appointment of an administrator or similar official in respect of the Cash Manager. On the termination of the appointment of the Cash Manager by the Issuer Security Trustee, the Issuer Security Trustee may, subject to certain conditions, appoint a successor cash manager, as applicable.

The Cash Manager may resign as Cash Manager, upon not less than three months’ written notice of resignation to each of the Issuer, the Issuer Servicer, the Issuer Special Servicer, the Operating Bank and the Issuer Security Trustee provided that a suitably qualified successor Cash Manager and the Issuer are required to recognise as Noteholders only those persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of the Notes.
Manager, shall have been appointed and if no replacement has been appointed after two months, it may appoint the successor itself.

**Termination of Appointment of the Operating Bank**

The Cash Management Agreement requires that the Operating Bank be, except in certain limited circumstances, a bank which is an Authorised Entity. If Deutsche Bank AG, London Branch ceases to be an Authorised Entity, the Operating Bank will give written notice of such event to the Issuer, the Issuer Servicer, the Issuer Special Servicer, the Cash Manager and the Issuer Security Trustee and the Cash Manager shall, within 30 days after having obtained the prior written consent of the Issuer, the Issuer Servicer, the Issuer Special Servicer and the Issuer Security Trustee and subject to establishing substantially similar arrangements to those contained in the Cash Management Agreement, use its reasonable endeavours to procure the transfer of the Issuer Transaction Account and each other account held by the Issuer with the Operating Bank to another bank which is an Authorised Entity. If at the time when a transfer of such account or accounts would otherwise have to be made, there is no other bank which is an Authorised Entity or if no Authorised Entity agrees to such a transfer, the accounts need not be transferred until such time as there is a bank which is an Authorised Entity which so agrees to accept such transfer on terms similar to those set out in the Cash Management Agreement.

The Operating Bank may resign as Operating Bank, upon not less than three months’ written notice of resignation to each of the Issuer, the Issuer Servicer, the Issuer Special Servicer, the Issuer Security Trustee and the Cash Manager provided that a suitably qualified successor Operating Bank shall have been appointed and if no replacement has been appointed after two months, it may appoint the successor itself.

An “Authorised Entity” is an entity with the Requisite Rating or, if at the relevant time there is no such entity, any entity approved in writing by the Issuer Security Trustee.

If, other than in the circumstances specified above, the Cash Manager wishes the bank or branch at which any account of the Issuer is maintained to be changed, the Cash Manager shall obtain the prior written consent of the Issuer and the Issuer Security Trustee, and the transfer of such account shall be subject to the same directions and arrangements as are provided for above.
YIELD, PREPAYMENT AND MATURITY CONSIDERATIONS

Yield

The yield to maturity on any class of Notes will depend upon the price paid by the Noteholders, the interest rate thereof from time to time, the rate and timing of the distributions in reduction of the Principal Amount Outstanding of such class and the rate, timing and severity of losses on the Loans, as well as prevailing interest rates at the time of payment or loss realisation.

The yield to maturity on the Class X Notes will be highly sensitive to the rate and timing of principal payments (including by reason of a voluntary or involuntary prepayment, default or liquidation) on the Loans. Investors in the Class X Notes should fully consider the associated risks, including the risk that a faster than anticipated rate of principal payments in respect of the Loans could result in a lower than expected yield on the Class X Notes, and an earlier liquidation of the Loans could result in the failure of such investor to fully recoup their initial investments. The Loans may be repaid by the Borrowers, in whole or in part, at any time.

The distributions of principal that Noteholders receive in respect of the Notes are derived from principal repayments on the Loans.

The rate of distributions of principal in reduction of the Principal Amount Outstanding of any class of Notes, the aggregate amount of distributions in principal on any class of Notes and the yield to maturity on any class of Notes will be directly related to the rate of payments of principal on the Loans, the amount and timing of any Borrower or other obligor defaults and the severity of losses occurring upon a default.

In addition, such distributions in the reduction of the Principal Amount Outstanding of any class of Notes may result from repurchases of the Loans by the Deutsche Bank Originator and/or the Helaba Originator (as the case may be) in accordance with the related Asset Transfer Agreement following a breach by the Deutsche Bank Originator and/or the Helaba Originator (as the case may be) of the representations and warranties that it has given thereunder.

Losses with respect to any Loan may occur in connection with a default on the Loan and/or the liquidation of all or part of the related Properties.

Noteholders will only receive distributions of principal or interest when due to the extent that the related payments under the Issuer Assets are actually received or sufficient Liquidity Drawings are available under the Liquidity Facility Agreement. Consequently, any defaulted payment for which drawings cannot be made under the Liquidity Facility Agreement, will, to the extent of the principal portion thereof, tend to extend the weighted average lives of the Notes.

The Principal Amount Outstanding of any class of Notes may, for the purposes of calculating the principal balance on which interest accrues, be reduced without distributions thereon as a result of the occurrence and allocation of NAI. In general, an NAI occurs when the aggregate principal balance of a Loan is reduced without an equal distribution to applicable Noteholders in reduction of the Principal Amount Outstanding of the Notes. NAI will occur only in connection with a default on a Loan and the liquidation of the related Properties or a reduction in the principal balance of a Loan in an insolvency of a Borrower.

The rate of payments (including voluntary and involuntary prepayments) on mortgage loans is influenced by a variety of economic, geographic, social and other factors, including the level of interest rates, the amount of prior refinancing effected by the relevant borrower and the rate at which borrowers default on their loans. The terms of the Loans and, in particular, the extent to which the Borrowers are entitled to prepay the Loans, the ability of the Borrowers to realise income from the relevant Properties in excess of that required to meet scheduled payments of interest on the Loans, the obligation of the Borrowers to ensure that certain debt service coverage tests are met as a condition to the disposal of the Properties, the risk of compulsory purchase of the Properties and the risk that payments by the Borrowers may become subject to tax or result in an increased cost for the Issuer or the Swiss Issuer may affect the rate of principal payments on the Loans and, consequently, the yield to maturity of the classes of Notes.

The timing of changes in the rate of prepayment on the Loans may significantly affect the actual yield to maturity experienced by an investor even if the average rate of principal payments experienced over time is consistent with such investor's expectation. In general, the earlier a prepayment of principal on a Loan, the greater the effect on such investor's yield to maturity. As a result, the effect on such investor's yield of principal payments occurring at a rate higher (or lower) than the rate anticipated by the investor during the period immediately following the issuance of the
Notes would not be fully offset by a subsequent like reduction (or increase) in the rate of principal payments.

No representation is made as to the rate of principal payments on the Loans or as to the yield to maturity of any class of Notes. An investor is urged to make an investment decision with respect to any class of Notes based on the anticipated yield to maturity of such class of Notes resulting from its purchase price and such investor’s own determination as to anticipated prepayment rates in respect of the Loans under a variety of scenarios. The extent to which any class of Notes is purchased at a discount or a premium and the degree to which the timing of payments on such class of Notes is sensitive to prepayments will determine the extent to which the yield to maturity of such class of Notes may vary from the anticipated yield. An investor should carefully consider the associated risks, including, in the case of any Notes purchased at a discount, the risk that a slower than anticipated rate of principal payments on the Loans could result in an actual yield to such investor that is lower than the anticipated yield and, in the case of any Notes purchased at a premium, the risk that a faster than anticipated rate of principal payments could result in an actual yield to such investor that is lower than the anticipated yield.

An investor should consider the risk that rapid rates of prepayments on the Loans, and therefore of amounts distributable in reduction of the principal balance of the Notes may coincide with periods of low prevailing interest rates. During such periods, the effective interest rates on securities in which an investor may choose to reinvest such amounts distributed to it may be lower than the applicable rate of interest on the Notes. Conversely, slower rates of prepayments on the Loans, and therefore, of amounts distributable in reduction of principal balance of the Notes entitled to distributions of principal, may coincide with periods of high prevailing interest rates. During such periods, the amount of principal distributions resulting from prepayments available to an investor in Notes for reinvestment at such high prevailing interest rates may be relatively small.

Yield Sensitivity of the Class X Notes
The yield to maturity of the Class X Notes will be especially sensitive to the prepayment, default and loss experience on the Loans, which prepayment, default and loss experience may fluctuate from time to time. The Loans may be prepaid by the Borrowers, in whole or in part, at any time. A rapid rate of principal prepayments will have a material negative effect on the yield to maturity of the Class X Notes. There can be no assurance that the Loans will be repaid at any particular rate. Prospective investors in the Class X Notes should fully consider the associated risks, including the risk that such investors may not fully recover their initial investment.

Weighted Average Life of the Notes
The weighted average life of a Note refers to the average amount of time that will elapse from the date of its issuance until each euro allocable to principal of such Note is distributed to the investor. For the purposes of this Offering Circular, the weighted average life of a Note is determined by (a) multiplying the amount of each principal distribution thereon by the number of years from the Closing Date to the related Distribution Date, (b) summing the results and (c) dividing the sum by the aggregate amount of the reductions in the Principal Amount Outstanding of such Note. Accordingly, the weighted average life of any such Note will be influenced by, among other things, the rate at which principal of the Loans is paid or otherwise collected or advanced and the extent to which such payments, collections or advances of principal are in turn applied in reduction of the Principal Amount Outstanding of the class of Notes to which such Note belongs.

For the purposes of preparing the following tables, it was assumed that:

(i) the initial Principal Amount Outstanding and initial Notional Principal Amount Outstanding of, and the interest rates for, each class of Notes are as set forth herein;

(ii) the scheduled quarterly payments for the Loans are based on stated quarterly principal (assuming funds are available therefor) and interest payments;

(iii) all scheduled quarterly payments are assumed to be timely received on the due date of each quarter commencing on the first Distribution Date;

(iv) there are no delinquencies or losses in respect of the Loans, there are no extensions of maturity in respect of the Loans (except as otherwise assumed in the Scenarios) and there are no casualties or compulsory purchases affecting the Properties;
(v) no prepayments are made on the Loans (except as otherwise assumed in the Scenarios);
(vi) none of the Issuer, the Issuer Servicer or the Issuer Special Servicer, as applicable, exercises the rights of optional termination described herein and in Conditions 6(c) (Optional Redemption for Tax or Other Reasons) and 6(d) (Optional Redemption in Full) of the Conditions, as applicable;
(vii) no Loans are required to be repurchased by the Originators;
(viii) there are no additional unanticipated administrative expenses;
(ix) principal and interest payments on the Notes are made on each Distribution Date, commencing in January, 2007;
(x) the prepayment provisions for the Loans are as set forth in this Offering Circular, assuming the term for the prepayment provisions begin on each Loan’s first interest payment date;
(xi) the Swap Agreements remain in place and the Swap Provider makes timely payment of all amounts due under the Swap Agreements;
(xii) the Closing Date is 6th December, 2006; and
(xiii) no Note Acceleration Notice has been served.

Assumptions (i) through (xiii) above are collectively referred to as the “Modelling Assumptions”.

Scenario 1: it is assumed that all of the Loans are repaid in full on their respective scheduled maturity dates.

Scenario 2: it is assumed that the Loans are prepaid in full on the first Loan Interest Payment Date on which prepayments can be made without any prepayment penalties.

Scenarios 1 and 2 are collectively referred to herein as the “Scenarios”.

Based on the Modelling Assumptions, the following tables indicate the resulting weighted average lives of the Notes and set forth the percentage of the initial Principal Amount Outstanding of each such class of Notes that would be outstanding after the Closing Date and on each Distribution Date, after repayment or prepayment, as applicable, of principal paid in that period, occurring in January of each year until the Final Maturity Date.

### Percentage of the Initial Principal Amount Outstanding for each Designated Scenario

<table>
<thead>
<tr>
<th>Distribution Date</th>
<th>Class A1 Scenario 1</th>
<th>Class A1 Scenario 2</th>
<th>Class A2 Scenario 1</th>
<th>Class A2 Scenario 2</th>
<th>Class B Scenario 1</th>
<th>Class B Scenario 2</th>
<th>Class C Scenario 1</th>
<th>Class C Scenario 2</th>
<th>Class D Scenario 1</th>
<th>Class D Scenario 2</th>
<th>Class E Scenario 1</th>
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<th>Class F Scenario 1</th>
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</table>

Weighted Average Life (years) 5.76 5.32 7.11 7.11 7.27 6.95 7.27 6.95 6.74 6.35 6.74 6.74 6.35 6.74 6.35 6.74 6.74 6.74
THE ISSUER

The Issuer, DECO 10 – Pan Europe 4 p.l.c., was incorporated in Ireland, on 6th November, 2006 as a public company with limited liability under the Irish Companies Acts, 1963 to 2005 with company registration number 429349. The registered office of the Issuer is at First Floor, 7 Exchange Place, International Financial Services Centre, Dublin 1, Ireland. The telephone number of the Issuer’s registered office is +353 1 612 55 55. The Issuer has no subsidiaries.

Principal Activities

The principal activities of the Issuer are set out in clause 3(a) of its memorandum of association and are, among other things, to purchase, take transfer of, invest in and acquire loans and any security given or provided by any person in connection with such loans, to hold and manage and deal with, sell or alienate such loans and related security, to borrow, raise and secure the payment of money by the creation and issue of bonds, debentures, notes or other securities and to charge or grant security over the Issuer’s property or assets to secure its obligations.

Since the date of its incorporation, the Issuer has not commenced operations and no accounts have been made up as at the date of this Offering Circular. The activities in which the Issuer has engaged are those incidental to its incorporation and registration as a public limited company under the Irish Companies Acts, 1963 to 2005, the authorisation of the issue of the Notes, the matters referred to or contemplated in this Offering Circular and the authorisation, execution, delivery and performance of the other documents referred to in this document to which it is a party and matters which are incidental or ancillary to the foregoing.

The Issuer will covenant to observe certain restrictions on its activities which are detailed in Condition 4(a) (Restrictions) of the Notes at page 203, of the Deed of Charge and Assignment and the Note Trust Deed and, as such, the Issuer is a special purpose vehicle. In addition, the Issuer will covenant in the Note Trust Deed to provide written confirmation to the Note Trustee, on an annual basis, that no Note Event of Default, or an event which will become a Note Event of Default with the giving of notice or the passage of time shall not be treated as such (or other matter which is required to be brought to the Note Trustee’s attention), has occurred in respect of the Notes.

Directors and Secretary

(a) The Directors of the Issuer and their other principal activities are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Principal activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Geraghty</td>
<td>Company Director</td>
</tr>
<tr>
<td>Ruth Samson</td>
<td>Company Director</td>
</tr>
<tr>
<td>Peter Blessing</td>
<td>Company Director</td>
</tr>
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</table>

(b) The business address for each of Alan Geraghty and Peter Blessing is First Floor, 7 Exchange Place, International Financial Services Centre, Dublin 1, Ireland. The business address for Ruth Samson is Level 11, Tower 42, International Financial Services Centre, 25 Old Broad Street, London EC2N 1HQ, England. The company secretary of the Issuer is Wilmington Trust SP Services (Dublin) Limited, whose principal address is at First Floor, 7 Exchange Place, International Financial Services Centre, Dublin 1, Ireland.

(c) The Directors do not, and it is not proposed that they will, have service contracts with the Issuer. No Director has entered into any transaction on behalf of the Issuer which is or was unusual in its nature of conditions or is or was significant to the business of the Issuer since its incorporation.

At the date of this Offering Circular there were no loans granted or guarantees provided by the Issuer to any Director.

(d) The Articles of Association of the Issuer provide that:

Any Director may vote on any proposal, arrangement or contract in which he is interested provided he has disclosed the nature of his interest.

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Subject to the provisions of the articles of association, a Director shall hold office until such time as he is removed from office by resolution of the Issuer in general meeting or is otherwise removed or becomes ineligible to act as a Director in accordance with the articles of association.

(e) The Issuer Corporate Services Provider will, under the terms of the Corporate Services Agreement provide certain corporate services to the Issuer and certain related corporate administrative services. The Corporate Services Agreement may be terminated by either the Issuer or the Issuer Corporate Services Provider upon notice. Such termination shall not take effect, however, until a replacement corporate services provider has been appointed.

Since the date of incorporation of the Issuer, the Issuer has not traded, no profits or losses have been made or incurred and no dividends have been paid.

40,000 ordinary shares of the Issuer have been issued. The shares have been paid up to €0.25 each. All of the shares are held by Wilmington Trust SP Services (London) Limited or its nominee as trustee pursuant to the terms of a charitable trust established pursuant to a declaration of trust (the “Share Declaration of Trust”) dated 21st November, 2006.
DESCRIPTION OF THE NOTES

The information set out below has been obtained from sources that the Issuer believes to be reliable and the Issuer accepts responsibility for correctly reproducing this information, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect, and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Registrar, the Exchange Agent, the Note Trustee, the Issuer Security Trustee, Deutsche Bank AG, London Branch or any Agent party to the Agency Agreement (or any affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act) will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

General

Each class of Notes will be represented on issue by one or more Regulation S Global Notes and one or more Rule 144A Global Notes (except that the Class X Notes will initially be represented by a Regulation S Global Note only) in fully registered form without interest coupons (all such Global Notes being herein referred to as the “Global Notes”).

Each Regulation S Global Note will be deposited on the Closing Date with, and registered in the name of BT Globenet Nominees Ltd as nominee of Deutsche Bank AG, London Branch (in such capacity, the “Common Depositary”, on behalf of Euroclear and Clearstream, Luxembourg.

Each Rule 144A Global Note will be deposited with Deutsche Bank Trust Company Americas as custodian (the “DTC Custodian”) for, and registered in the name of Cede & Co. as nominee (the “DTC Nominee”) of, DTC on the Closing Date.

Global Notes will be issued in minimum denominations of €50,000 and integral multiples of €1 (or, in the case of the Rule 144A Notes, minimum denominations of €250,000 and integral multiples of €1).

Holding of Beneficial Interests in Global Notes

Ownership of beneficial interests in respect of Global Notes will be limited to persons that have accounts with DTC, Euroclear or Clearstream, Luxembourg (“direct participants”) or persons that hold beneficial interests in the Global Notes through participants (“indirect participants” and, together with direct participants, “participants”), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC, Euroclear or Clearstream, Luxembourg either directly or indirectly. Indirect participants will also include persons that hold beneficial interests through such indirect participants. Beneficial interests in Global Notes will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the participants’ accounts with the respective interests beneficially owned by such participants on each of their respective book-entry registration and transfer systems. The accounts to be credited will be designated by Deutsche Bank AG, London Branch. Ownership of beneficial interests in Global Notes will be shown on, and transfers of beneficial interests therein will be effected only through, records maintained by DTC, Euroclear or Clearstream, Luxembourg (with respect to the interests of their participants) and on the records of participants or indirect participants (with respect to the interests of their participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability of persons within such jurisdictions or otherwise subject to the laws thereof to own, transfer or pledge beneficial interests in the Global Notes.

Except as set forth below under “Issuance of Definitive Notes” at page 193, participants or indirect participants will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive registered form and will not be considered the holders thereof under the Note Trust Deed. Accordingly, each person holding a beneficial interest in a Global Note must rely on the rules and procedures of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and indirect participants must rely on the
procedures of the participant or indirect participants through which such person owns its beneficial interest in the relevant Global Note to exercise any rights and obligations of a holder of Notes under the Note Trust Deed.

Unlike legal owners or holders of the Notes, holders of beneficial interests in the Global Notes will not have the right under the Note Trust Deed to act upon solicitations by the Issuer of consents or requests by the Issuer for waivers or other actions from Noteholders. Instead, a holder of a beneficial interest in a Global Note will be permitted to act only to the extent it has received appropriate proxies to do so from DTC, Euroclear or Clearstream, Luxembourg (as the case may be) and, if applicable, their participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of beneficial interests in Global Notes to vote on any requested actions on a timely basis. Similarly, upon the occurrence of a Note Event of Default under the Notes, holders of beneficial interests in the Global Notes will be restricted to acting through DTC, Euroclear and Clearstream, Luxembourg unless and until Definitive Notes are issued in accordance with the Conditions. There can be no assurance that the procedures to be implemented by DTC, Euroclear, and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Note Trust Deed.

Purchasers of beneficial interests in a Global Note issued pursuant to Rule 144A will hold such beneficial interests in the Rule 144A Global Note relating thereto. Investors may hold their beneficial interests in respect of a Rule 144A Global Note directly through (a) DTC if they are participants in such system, or indirectly through organisations which are participants in such system; Euroclear and Clearstream, Luxembourg are such participants or (b) Euroclear and Clearstream, Luxembourg if they are account holders in such systems, or indirectly if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. All beneficial interests in the Rule 144A Global Notes held by or on behalf of DTC will be subject to the procedures and requirements of DTC and all beneficial interests in the Rule 144A Global Notes held by the Common Depositary or its nominee will be subject to the procedures and requirements of Euroclear and Clearstream, Luxembourg.

For further information regarding the purchase of beneficial interests in Global Notes issued pursuant to Rule 144A, see “Transfer Restrictions” at page 281.

Purchasers of beneficial interests in a Global Note issued pursuant to Regulation S will hold such beneficial interests in the Regulation S Global Note relating thereto. Investors may hold their beneficial interests in respect of a Regulation S Global Note directly through Euroclear or Clearstream, Luxembourg, if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold beneficial interests in each Regulation S Global Note on behalf of their account holders through securities accounts in the respective account holders’ names on Euroclear’s and Clearstream, Luxembourg’s respective book-entry registration and transfer systems.

For further information regarding the purchase of beneficial interests in Global Notes issued pursuant to Regulation S, see “Transfer Restrictions” at page 281.

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfer of beneficial interests in the Global Notes among participants of DTC and account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Note Trustee, the Registrar, the Agents or any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

Payments on Global Notes

Each payment of interest on and repayment of principal of the Notes shall be made in accordance with the Agency Agreement (as defined below).

Payments of any amounts owing in respect of the Global Notes will be made by the Issuer, in Euros or, pursuant to the Exchange Agency Agreement in respect of Rule 144A Global Notes as further described under “Currency of Payments in respect of the Rule 144A Global Notes” below, in U.S. dollars, as follows: (i) payments of such amounts in respect of the Regulation S Global Notes to be made to the Common Depositary for Euroclear or Clearstream, Luxembourg, or its
nominee which will distribute such payments to participants who hold beneficial interests in the Regulation S Global Notes in accordance with the procedures of Euroclear or Clearstream, Luxembourg and (ii) payments of such amounts in respect of the Rule 144A Global Notes to be made to the DTC Custodian on behalf of DTC which will distribute such payments to participants who hold beneficial interests in the Rule 144A Global Notes in accordance with the procedures of DTC.

Under the terms of the Note Trust Deed, the Issuer and the Note Trustee will treat the registered holders of Global Notes as the owners thereof for the purposes of receiving payments and for all other purposes. Consequently, none of the Issuer, the Note Trustee or any agent of the Issuer or the Note Trustee has or will have any responsibility or liability for:

(a) any aspect of the records of Euroclear, Clearstream, Luxembourg or DTC or any participant or indirect participant relating to or payments made on account of a beneficial interest in a Global Note or for maintaining, supervising or reviewing any of the records of Euroclear, Clearstream, Luxembourg or DTC or any participant or indirect participant relating to or payments made on account of a beneficial interest in a Global Note; or

(b) Euroclear, Clearstream, Luxembourg or DTC or any participant or indirect participant.

The Note Trustee is entitled to rely on any certificate or other document issued by Euroclear, Clearstream, Luxembourg or DTC for determining the identity of the several persons who are for the time being the beneficial holders of any beneficial interest in a Global Note.

All such payments will be distributed without deduction or withholding for any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment by the Common Depositary or its nominee, the respective systems will promptly credit their participants’ accounts with payments in amounts proportionate to their respective ownership of beneficial interests in the Global Notes as shown in the records of Euroclear or of Clearstream, Luxembourg. In the case of DTC, upon receipt of any payment by DTC or its nominee, DTC will promptly credit its participants’ accounts with payments in amounts proportionate to their respective ownerships of beneficial interests in the Global Notes as shown in the records of DTC. The Issuer expects that payments by participants to owners of beneficial interests in Global Notes held through such participants or indirect participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in “street name” or in the names of nominees for such customers. Such payments will be the responsibility of such participants or indirect participants. None of the Issuer, the Note Trustee, the Registrar, the Agents or any other agent of the Issuer, the Note Trustee or the Registrar will have any responsibility or liability for any aspect of the records of Euroclear or Clearstream, Luxembourg relating to or payments made by Euroclear or Clearstream, Luxembourg on account of a participant’s ownership of beneficial interests in Global Notes or for maintaining, supervising or reviewing any records relating to a participant’s ownership of beneficial interests in the Global Notes.

DTC is unable to accept payments denominated in euro in respect of the Global Notes. Accordingly, holders of beneficial interests in Rule 144A Global Notes held through DTC who wish payments to be made to them in euro outside DTC must, in accordance with DTC’s customary procedures, cause DTC to notify the Registrar on or prior to the fifth New York Business Day after the record date for any payment of interest and on or prior to the tenth New York Business Day prior to the repayment of principal (a) that they wish to be paid in euro and (b) of the relevant bank account details into which such euro payments are to be made.

If such instructions are not received by DTC, the Exchange Agent will, pursuant to the Exchange Agency Agreement, exchange the relevant euro amounts, for which it had not received contrary instructions from DTC, into dollars and the relevant Noteholders will receive the dollar equivalent of such euro payment. In certain cases, the appointment of the Exchange Agent may be terminated without a successor being appointed and in such cases, Noteholders may experience delays in obtaining payment.
Book-Entry Ownership

Each Regulation S Global Note will have an ISIN and a Common Code and will be deposited with, and registered in the name of BT Globenet Nominees Ltd. as nominee of the Common Depositary, on behalf of Euroclear and Clearstream, Luxembourg.

Each Rule 144A Global Note will have a CUSIP number and will be registered in the name of the DTC Nominee and will be deposited with the DTC Custodian for DTC. The DTC Custodian and DTC will electronically record the principal amount of the Notes represented by the Rule 144A Global Notes held within the DTC system.

Information Regarding DTC, Euroclear and Clearstream, Luxembourg

DTC, Euroclear and Clearstream, Luxembourg have informed the Issuer as follows:

DTC is a limited-purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC was created to hold securities of its participants and to facilitate the clearance and settlement of transactions among its participants in such securities through electronic book-entry changes in accounts of participants, thereby eliminating the need for physical movement of securities certificates. DTC participants include security brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Investors may hold their beneficial interests in a Rule 144A Global Note directly through DTC, if they are direct participants in the DTC system, or indirectly, if they are indirect participants. DTC has advised that it will take any action permitted to be taken by a holder of a Rule 144A Global Note only at the direction of one or more direct participants and only in respect of such portion of the aggregate principal amount of the relevant Rule 144A Global Notes as to which such direct participant or direct participants has or have given such direction.

Custodial and depository links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Regulation S Global Notes and secondary market trading of beneficial interests in the Regulation S Global Notes.

Clearstream, Luxembourg and Euroclear each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Clearstream, Luxembourg and Euroclear provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg and Euroclear also deal with domestic securities markets in several countries through established depository and custodial relationships. Clearstream, Luxembourg and Euroclear have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Clearstream, Luxembourg and Euroclear customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Clearstream, Luxembourg and Euroclear is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

As Euroclear and Clearstream, Luxembourg act on behalf of their respective account holders only, who in turn may act on behalf of their respective clients, the ability of beneficial owners who are not account holders with Euroclear or Clearstream, Luxembourg to pledge interests in the Regulation S Global Notes to persons or entities that are not account holders with Euroclear or Clearstream, Luxembourg, or otherwise take action in respect of interests in the Regulation S Global Notes, may be limited.

The Issuer understands that under existing industry practices, if either the Issuer or the Note Trustee requests any action of owners of beneficial interests in Global Notes or if an owner of a beneficial interests in a Global Note desires to give instructions or take any action that a holder is entitled to give or take under the Note Trust Deed, Euroclear or Clearstream, Luxembourg, as the case may be, would authorise the direct participants owning the relevant beneficial interests to give
instructions or take such action, and such direct participants would authorise indirect participants to give or take such action or would otherwise act upon the instructions of such indirect participants.

Transfer and Transfer Restrictions

All transfers of beneficial interests in Global Notes will be recorded in accordance with the book-entry systems maintained by DTC, Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its participants.

For further information about transfers of beneficial interests in Global Notes and the records thereof, see “Important Notice” at page 2.

Each Rule 144A Global Note will bear a legend substantially identical to that appearing in paragraph (d) under “Transfer Restrictions” at page 286, and no Rule 144A Global Note nor any beneficial interest in such Rule 144A Global Note may be transferred except in compliance with the transfer restrictions set forth in such legend. A beneficial interest in a Rule 144A Global Note of one class may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note of the same class, whether before or after the expiration of the Note Distribution Compliance Period, only upon receipt by the Registrar of a written certification from the transferor (in the form provided in the Agency Agreement) to the effect that such transfer is being made to a non-U.S. person and in accordance with Rule 903 or Rule 904 of Regulation S or Rule 144A under the Securities Act (if available) and that, if such transfer occurs prior to the expiration of the Note Distribution Compliance Period, the interest transferred will be held immediately thereafter through Euroclear or Clearstream, Luxembourg.

A person acquiring a beneficial interest in a Rule 144A Global Note shall be deemed to have agreed to be bound by the transfer restrictions applicable to such Global Note and may be requested to agree in writing to be so bound.

Each Regulation S Global Note will bear a legend substantially identical to that appearing in paragraph (f) under “Transfer Restrictions” at page 281. Until and including the 40th day after the later of the commencement of the offering of the Notes and the closing date for the offering of the Notes (the “Note Distribution Compliance Period”), beneficial interests in a Regulation S Global Note may be held only through Euroclear or Clearstream, Luxembourg, unless transfer and delivery is made through a Rule 144A Global Note of the same class. Prior to the expiration of the Note Distribution Compliance Period a beneficial interest in a Regulation S Global Note of one class may be transferred to a person who takes delivery in the form of a beneficial interest in a Rule 144A Global Note of the same class only upon receipt by the Registrar of written certification from the transferor (in the form provided in the Agency Agreement) to the effect that such transfer is being made to a person whom the transferor reasonably believes is purchasing for its own account or for an account or accounts as to which it exercises sole investment discretion and that such person and such account or accounts is a qualified institutional buyer within the meaning of Rule 144A and a qualified purchaser within the meaning of section 2(a)(51) of the Investment Company Act, in each case, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Any beneficial interest in a Regulation S Global Note of one class that is transferred to a person who takes delivery in the form of a beneficial interest in a Rule 144A Global Note of the same class will, upon transfer, cease to be represented by a beneficial interest in such Regulation S Global Note and will become represented by a beneficial interest in such Rule 144A Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Rule 144A Global Note for as long as it remains such a beneficial interest. Any beneficial interest in a Rule 144A Global Note of one class that is transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note of the same class will, upon transfer, cease to be represented by a beneficial interest in such Regulation S Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Regulation S Global Note as long as it remains such a beneficial interest.

In order to comply with rules of ERISA, the Notes may not be transferred to any retirement plan or other employee benefit plan or arrangement, regardless of whether such plan or arrangement is subject to ERISA or corresponding sections of the U.S. Internal Revenue Code, except under the conditions described herein under “U.S. ERISA Considerations” at page 272.
Each owner of a beneficial interest in the Notes will be deemed to represent that it complies with such transfer restrictions and any transfer in violation of such restrictions will be void ab initio.

For further information about ERISA restrictions in respect to the Notes, see “U.S. ERISA Considerations” at page 272.

Transfer of Global Notes
The Regulation S Global Notes and the Rule 144A Global Notes may be transferred respectively by the Common Depositary only to a successor Common Depositary and by the DTC Custodian only to a successor DTC Custodian.

Issuance of Definitive Notes
Holders of beneficial interests in a Global Note will be entitled to receive Definitive Notes representing Notes of the relevant class in registered form in exchange for their respective holdings of beneficial interests only if:

(a) (in the case of Regulation S Global Notes held by or on behalf of the Common Depositary) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Note Trustee is available; or

(b) (in the case of Rule 144A Global Notes held by or on behalf of DTC), DTC or its nominee has notified the Issuer that it is at any time unwilling or unable to continue as the holder with respect to the Global Notes or is at any time unwilling or unable to continue as, or ceases to be, a clearing agency registered under the Exchange Act and a successor to DTC registered as a clearing agency under the Exchange Act is not appointed by the Issuer within 90 days of such notification or cessation; or

(c) as a result of any amendment to, or change in, the laws or regulations of Ireland or any other jurisdiction (or of any political sub-division thereof or of any authority therein or thereof having power to tax) or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive registered form.

Any Definitive Notes issued in exchange for beneficial interests in a Global Note will be registered by the Registrar in such name or names as instructed by Euroclear or Clearstream, Luxembourg (in the case of Regulation S Global Notes held by or on behalf of the Common Depositary) or DTC (in the case of Rule 144A Global Notes held by or on behalf of DTC). It is expected that such instructions will be based upon directions received by DTC, Euroclear or Clearstream, Luxembourg from their participants with respect to ownership of the relevant beneficial interests. In no event will Definitive Notes be issued in bearer form.

Currency of Payments in respect of the Rule 144A Global Notes
Subject to the following paragraph, while interests in the Rule 144A Global Notes are held by a nominee for DTC, all payments in respect of such Rule 144A Global Notes will be made in U.S. dollars. As determined by the Exchange Agent under the terms of the Exchange Agency Agreement, the amount of U.S. dollars payable in respect of any particular payment under the Rule 144A Global Notes will be equal to the amount of Euros otherwise payable exchanged into U.S. dollars at the Euro/U.S. dollar rate of exchange prevailing as at 11:00 a.m. (New York City time) on the day which is two New York Business Days prior to the relevant payment date, less any costs incurred by the Exchange Agent for such conversion (to be shared pro rata among the holders of the Rule 144A Global Notes accepting U.S. dollar payments in proportion to their respective holdings), all as set out in more detail in the Agency Agreement.

Notwithstanding the above, the holder of an interest through DTC in a Rule 144A Global Note may make application to DTC to have a payment or payments under such Rule 144A Global Note made in Euros by notifying the DTC participant through which its beneficial interest in the Rule 144A Global Note is held on or prior to the record date of (a) such investor’s election to receive payment in Euros, and (b) wire transfer instructions to an account entitled to receive the relevant payment. Such DTC participant must notify DTC of such election and wire transfer instructions on
or prior to the third New York Business Day after the record date for any payment of interest and on or prior to the twelfth New York Business Day prior to the repayment of principal. DTC will notify the Registrar of such election and wire transfer instructions on or prior to the fifth New York Business Day after the record date for any payment of interest and on or prior to the tenth New York business day prior to the repayment of principal. If complete instructions are received by the DTC participant and forwarded by the DTC participant to DTC and by DTC to the Registrar on or prior to such date, such investor will receive payments in Euros, otherwise only U.S. dollar payments will be made by the Registrar or the Principal Paying Agent. All costs of such payment by wire transfer will be borne by holders of book-entry interests receiving such payments by deduction from such payments.

In this paragraph, “New York Business Day” means any day on which commercial banks and foreign exchange markets settle payments in New York City.
TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form in which they will be set out in the Note Trust Deed.

The €650,000,000 Class A1 Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class A1 Notes”), the €50,000 Class X Commercial Mortgage Backed Variable Rate Notes due 2019 (the “Class X Notes”), the €276,800,000 Class A2 Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class A2 Notes”) the €38,350,000 Class B Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class B Notes”), the €38,350,000 Class C Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class C Notes”), the €23,800,000 Class D Commercial MortgageBacked Floating Rate Notes due 2019 (the “Class D Notes”), the €10,100,000 Class E Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class E Notes”) and the €1,370,769 Class F Commercial Mortgage Backed Floating Rate Notes due 2019 (the “Class F Notes” and, together with the Class A1 Notes, the Class X Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the “Notes”) (as more fully defined below) of DECO 10 – Pan Europe 4 p.l.c. (the “Issuer”) are constituted by a trust deed dated on or about 6th December, 2006 (the “Closing Date”) (the “Note Trust Deed”), which expression includes such trust deed as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified and made between the Issuer and Deutsche Trustee Company Limited (the “Note Trustee”, which expression includes its successors or any further or other trustee under the Note Trust Deed) as trustee for the holders for the time being of the Notes.

The respective holders of the Class A1 Notes, the Class X Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (each, a “Noteholder” and, collectively, the “Noteholders”) are referred to in these Conditions (as defined below) as the “Class A1 Noteholders”, the “Class A2 Noteholders”, the “Class X Noteholders”, the “Class B Noteholders”, the “Class C Noteholders”, the “Class D Noteholders”, the “Class E Noteholders” and the “Class F Noteholders” respectively.

Any reference to a “class” of Notes or Noteholders shall be a reference to any, or all of, the respective Class A1 Notes, Class X Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, the Class E Notes and the Class F Notes, or any, or all of, their respective holders, as the case may be.

The security for the Notes is constituted by, and on terms set out in, an English law governed deed of charge and assignment dated on or about the Closing Date (the “Deed of Charge and Assignment”, which expression includes such deed of charge and assignment as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified), a German law governed security agreement dated on or about the Closing Date (the “German Security Agreement”, which expression includes such security agreement as from time to time modified in accordance with the conditions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified), a Dutch law governed security agreement dated on or about the Closing Date (the “Dutch Security Agreement”, which expression includes such security agreement as from time to time modified in accordance with the conditions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified) and a Swiss law governed pledge agreement dated on or about the Closing Date (the “Swiss Security Agreement”, which expression includes such pledge agreement as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified, and together with the Deed of Charge and Assignment, the German Security Agreement and the Dutch Security Agreement, the “Issuer Security Documents”), and made in each case between, among others, the Issuer and the Issuer Security Trustee. By an agency agreement dated on or about the Closing Date (the “Agency Agreement”, which expression includes such agency agreement as from time to time modified in accordance with the provisions therein contained and any agreement, deed or other document expressed to be supplemental thereto as from time to time so modified) and made between, among others, the Issuer, the Note Trustee, Deutsche Bank AG, London Branch in its separate capacities under the same agreement as principal paying agent (the “Principal Paying Agent”, which expression includes any other principal paying agent appointed in
respect of the Notes) and agent bank (the “Agent Bank”, which expression includes any other agent bank appointed in respect of the Notes) (the Principal Paying Agent being, together with the Irish Paying Agent, the “Agents”), Deutsche Bank Trust Company Americas as Registrar (the “Registrar”, which expression includes any other Registrar appointed in respect of the Notes) and Deutsche International Corporate Services (Ireland) Limited in its capacity under the same agreement as Irish paying agent (the “Irish Paying Agent”, which expression includes any other Irish paying agent appointed in respect of the Notes), and by an exchange agency agreement dated on or about the Closing Date (the “Exchange Agency Agreement”) and made between, among others, the Issuer and Deutsche Bank Trust Company Americas in its capacity as exchange agent (the “Exchange Agent”), provision is made, for among other things, the repayment of principal of and payment of interest on the Notes.

The provisions of these Terms and Conditions (the “Conditions” and any reference to a “Condition” shall be construed accordingly) include summaries of, and are subject to, the detailed provisions of the Note Trust Deed, the Agency Agreement, the Issuer Security Documents, the Exchange Agency Agreement, the Cash Management Agreement, the Swap Agreements, the Liquidity Facility Agreement, the Issuer Corporate Services Agreement, the Issuer Servicing Agreements, the Swiss Issuer Servicing Agreement, the Asset Transfer Agreements, the Share Declaration of Trust, and the Master Definitions and Construction Schedule (as defined below). Copies of the Note Trust Deed, the Agency Agreement, the Issuer Security Documents, the Cash Management Agreement, the Swap Agreements, the Liquidity Facility Agreement, the Issuer Corporate Services Agreement, the Issuer Servicing Agreements, the Swiss Issuer Servicing Agreement, the Asset Transfer Agreements, the Share Declaration of Trust and the Master Definitions and Construction Schedule (as defined below) are available for inspection by the Noteholders during business hours at the registered office for the time being of the Note Trustee, being at the date hereof at Winchester House, 1 Great Winchester Street, London EC2N 2DB and at the specified office of each of the Paying Agents. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of and definitions contained in the Note Trust Deed, the Agency Agreement, the Issuer Security Documents, Cash Management Agreement, the Swap Agreement, the Liquidity Facility Agreement, the Issuer Corporate Services Agreement, the Issuer Servicing Agreements, the Swiss Issuer Servicing Agreement, the Asset Transfer Agreements, the Share Declaration of Trust, and a master definitions and construction schedule dated the Closing Date and signed for identification purposes only by Sidley Austin (the “Master Definitions and Construction Schedule”), which expression includes such master definitions and construction schedule as from time to time modified in accordance with the provisions therein contained and any agreement, deed or other document expressed to be supplemental thereto as from time to time so modified.

The issue of the Notes was authorised by resolution of the board of directors of the Issuer passed on 28th November, 2006.

Capitalised terms used and not otherwise defined in these Conditions shall bear the meanings given to them in the Master Definitions and Construction Schedule.

1. Global Notes

(a) Rule 144A Global Notes

The Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes initially offered and sold in the United States of America (the “United States”) to qualified institutional buyers (as defined in Rule 144A ("Rule 144A") under the United States Securities Act of 1933, as amended (the “Securities Act”)) that are also “qualified purchasers” within the meaning of Section (2)(a)(51) of the Investment Company Act (the “Qualified Purchasers”) and the rules thereunder, in reliance on Rule 144A will initially each be represented by a permanent global note in fully registered form without any coupons attached (the “Class A1 Rule 144A Global Note”, the “Class A2 Rule 144A Global Note”, the “Class B Rule 144A Global Note”, the “Class C Rule 144A Global Note”, the “Class D Rule 144A Global Note”, the “Class E Rule 144A Global Note” and the “Class F Rule 144A Global Note”, respectively, and together the “Rule 144A Global Notes”). The Rule 144A Global Notes will be deposited with Deutsche Bank Trust Company Americas as custodian for, and registered in the name of Cede & Co. as nominee of, the Depository Trust Company (“DTC”).
(b) **Regulation S Global Notes**

The Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes initially offered and sold outside the United States to non-U.S. persons in reliance on Regulation S ("Regulation S") under the Securities Act will initially be represented by one or more permanent global notes in fully registered form for each class of Notes without any coupons attached (the "Class A1 Regulation S Global Note", the "Class A2 Regulation S Global Note", the "Class B Regulation S Global Note", the "Class C Regulation S Global Note", the "Class D Regulation S Global Note", the "Class E Regulation S Global Note" and the "Class F Regulation S Global Note" respectively, and together the "Regulation S Global Notes" and, together with the Rule 144A Global Notes, the "Global Notes"). The Regulation S Global Notes will each be deposited with, and registered in the name of BT Globenet Nominees Ltd, as nominee of Deutsche Bank AG, London Branch (the "Common Depositary") on behalf of Euroclear and Clearstream, Luxembourg.

(c) **Form and Title**

Each Global Note shall be issued in fully registered form without any coupons attached.

Title to the Notes will pass upon registration of transfers in the register (the "Register") which the Issuer will cause to be kept by the Registrar at its specified office. The person in whose name a Note is registered at that time in the Register will, to the fullest extent permitted by applicable law, be deemed and be treated as the absolute owner of such Note by all persons and for all purposes regardless of any notice to the contrary, any notice of ownership, theft or loss, or of any trust or other interest in that Note or of any writing on that Note (other than the endorsed form of transfer).

No transfer of a Note will be valid unless and until entered on the Register. Transfers and exchanges of beneficial interests in the Global Notes and entries on the Register relating to the Notes will be made subject to any restrictions on transfers set forth on such Notes and the detailed regulations concerning transfers of such Notes contained in the Agency Agreement, the Note Trust Deed and the relevant legends appearing on the face of the Notes (such regulations and legends being the "Transfer Regulations"). Each transfer or purported transfer of a beneficial interest in a Global Note or a Definitive Note made in violation of the Transfer Regulations shall be void ab initio and will not be honoured by the Issuer or the Note Trustee. The Transfer Regulations may be changed by the Issuer with the prior written approval of the Note Trustee, acting in accordance with the provisions of Condition 12(m). A copy of the current Transfer Regulations will be sent by the Registrar to any holder of a Note who so requests and by the Principal Paying Agent to any holder of a Note who so requests, at the cost of the relevant Noteholder making such request.

Ownership of interests in respect of the Rule 144A Global Notes ("Restricted Book-Entry Interests") will be limited to persons who have accounts with DTC and/or Euroclear and/or Clearstream, Luxembourg or persons who hold interests through such participants and who are qualified institutional buyers (as defined in Rule 144A) and qualified purchasers (within the meaning of section 2(a)(51) of the Investment Company Act and the rules thereunder) and have purchased such interest in reliance on Rule 144A or have purchased such interest in accordance with the restrictions legended on the Rule 144A Global Notes. Ownership of interests in respect of the Regulation S Global Notes (the "Unrestricted Book-Entry Interests" and, together with the Restricted Book-Entry Interests, the "Book-Entry Interests") will be limited to persons who have accounts with Euroclear and/or Clearstream, Luxembourg or persons who hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear Bank S.A./N.V. (as operator of the Euroclear System) ("Euroclear", which term shall include any successor operator of the Euroclear System) and Clearstream Banking, société anonyme ("Clearstream, Luxembourg", which term shall include any successor thereto) and their participants. Beneficial interests in a Regulation S Global Note may not be held by a U.S. Person (as defined in Regulation S under the Securities Act) at any time.

2. **Definitive Notes**

(a) **Issue of Definitive Notes**

A Global Note will be exchanged for definitive Notes of the relevant class in registered form ("Definitive Notes") in an aggregate principal amount equal to the Principal Amount Outstanding
in the case of a Reg S Global Note held by the Common Depositary (or its nominee) for their account, either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Note Trustee is in existence; or

(ii) in the case of a Rule 144A Global Note held in the name of DTC (or its nominee), DTC has notified the Issuer that it is unwilling or unable to continue as the holder with respect to such Rule 144A Global Note, or is at any time unwilling or unable to continue as, or ceases to be, a clearing agency registered under the Securities Exchange Act of 1934 of the United States of America (the “Exchange Act”) and a successor to DTC registered as a clearing agency under the Exchange Act is not appointed by the Issuer within 90 days of such notification or cessation; or

(iii) as a result of any amendment to, or change in, the laws or regulations of Ireland or any other jurisdiction or any political sub-division thereof or of any authority therein or thereof having the power to tax, or in the interpretation or administration of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required if the Notes were in definitive registered form.

If Definitive Notes are issued in accordance with the Note Trust Deed:

(i) the Book-Entry Interests represented by the Regulation S Global Note of each class shall be exchanged by the Issuer for Definitive Notes (“Regulation S Definitive Notes”) of that class; and/or

(ii) the Book-Entry Interests represented by the Rule 144A Global Note of each class shall be exchanged by the Issuer for Definitive Notes (“Rule 144A Definitive Notes”) of that class.

The aggregate principal amount of the Regulation S Definitive Notes and the Rule 144A Definitive Notes of each class to be issued will be equal to the aggregate Principal Amount Outstanding of the Regulation S Global Note or Rule 144A Global Note, as the case may be, at the date on which notice of such issue of Definitive Notes is given to the Noteholders for such class, subject to and in accordance with these Conditions, the Agency Agreement, the Note Trust Deed and such Global Note. The Definitive Notes will be issued in registered form only.

(b) **Title to and Transfer of Definitive Notes**

Title to a Definitive Note will pass upon registration in the Register. Each Definitive Note will have a minimum original principal amount of £50,000 and will be serially numbered. A Definitive Note may be transferred in whole or in part provided that any partial transfer relates to an original principal amount of £50,000 upon surrender of such Definitive Note, at the specified office of the Registrar. In the case of a transfer of part only of a Definitive Note, a new Definitive Note in respect of the balance not transferred will be issued to the transferor. All transfers of Definitive Notes are subject to any restrictions on transfer set forth in such Definitive Notes and the Transfer Regulations.

Each new Definitive Note to be issued upon the transfer, in whole or in part, of a Definitive Note will, within five Business Days (as defined in Condition 5(c)) of receipt of the Definitive Note to be transferred, in whole or in part, (duly endorsed for transfer) at the specified office of the Registrar, be available for delivery at the specified office of the Registrar or be posted at the risk of the holder entitled to such new Definitive Note to such address as may be specified in the form of transfer.

Registration of a Definitive Note on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment of (or the giving of such indemnity as the Registrar may require in respect of) any tax or other government charges which may be imposed in relation to it and, only if the relevant Definitive Note is presented or surrendered for transfer and endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar duly executed by the transferor Noteholder (or his attorney duly authorised in writing) and upon receipt of such certificates and other documents as shall be necessary to evidence compliance with the
restrictions on transfer contained in the relevant Definitive Note, the Note Trust Deed and the Agency Agreement.

No transfer of a Definitive Note will be registered in the period beginning 15 Business Days before, or ending on the fifth Business Day after, each Distribution Date.

For the purposes of these Conditions:

(i) the “holder” of a Note or “Noteholder” means (a) in respect of each Global Note, the person in whose name such Note is registered at that time in the Register, and (b) in respect of any Definitive Note issued under Condition 2(a) above, the person in whose name such Definitive Note is registered, subject as provided in Condition 7(b), and related expressions shall be construed accordingly; and

(ii) references herein to “Notes” shall include the Global Notes and the Definitive Notes.

3. Status, Security and Priority

(a) Status and relationship among the Notes

(i) The Notes (other than the Class X Note in respect of principal only and the element of interest on the Class X Note derived from interest earned on the Class X Account (the “Class X Account Interest”)) constitute direct, secured and limited recourse obligations of the Issuer and are secured by the Issuer Security (as more particularly described in Condition 3(b) below). The Class X Note (in respect of principal and Class X Account Interest) is secured by amounts in the Class X Account. The Notes of each class rank pari passu and without preference or priority among the Notes of the same class.

(ii) Following the service of a Note Acceleration Notice (as defined in Condition 10(a)) or the Issuer Security otherwise becoming enforceable, the Class A1 Notes and the Class X Notes (only to the extent that it relates to payments of interest on the Class X Note only and excluding the Class X Account Interest) will rank pari passu and without preference or priority amongst themselves and will rank in priority to the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes; the Class A2 Notes will rank in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes; the Class B Notes will rank in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes; the Class C Notes will rank in priority to the Class D Notes, the Class E Notes and the Class F Notes; the Class D Notes will rank in priority to the Class E Notes and the Class F Notes; and the Class E Notes will rank in priority to the Class F Notes. Save as described in Condition 6, prior to the service of a Note Acceleration Notice or the Issuer Security otherwise being enforceable certain payments will be subordinated as follows: repayments of principal of and payments of interest on the Class F Notes will be subordinated to repayments of principal of payments of interest on the Class A1 Notes, the Class X Notes (in respect of interest on the Class X Note only and excluding the Class X Account Interest), the Class A2 Notes, the Class B Notes, the Class C Notes and the Class D Notes; repayments of principal of and payments of interest on the Class E Notes will be subordinated to repayments of principal of and payments of interest on the Class A1 Notes, the Class X Notes (in respect of interest on the Class X Note only and excluding the Class X Account Interest), the Class A2 Notes, the Class B Notes and the Class C Notes; repayments of principal of and payments of interest on the Class D Notes will be subordinated to repayments of principal of and payments of interest on the Class A1 Notes, the Class X Notes (in respect of interest on the Class X Note only and excluding the Class X Account Interest), the Class A2 Notes and the Class B Notes; repayments of principal of and payments of interest on the Class C Notes will be subordinated to repayments of principal of and payments of interest on the Class A1 Notes, the Class X Notes (in respect of interest on the Class X Note only and excluding the Class X Account Interest), the Class A2 Notes and the Class B Notes; repayments of principal of and payments of interest on the Class B Notes will be subordinated to repayments of principal of and payments of interest on the Class A1 Notes, the Class X Notes (in respect of interest on the Class X Note only and excluding the Class X Account Interest), the Class A2 Notes and the Class B Notes; repayments of principal of and payments of interest on the Class A2 Notes will be subordinated to repayments of principal of and payments of interest on the Class A1 Notes and the Class X Notes (in...
respect of interest on the Class X Note only and excluding the Class X Account Interest). Prior to the service of a Note Acceleration Notice or the Issuer Security otherwise being enforceable, the Class A1 Notes and the Class X Notes (in respect of interest other than the Class X Account Interest) will rank pari passu and without preference or priority amongst themselves as to payments of interest and will, except as provided in Condition 6(b) and (c), rank pari passu and without preference or priority amongst themselves as to repayments of principal.

(iii) The Note Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the holders of the Class A1 Notes, the Class X Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise); provided that: (a) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class A1 Noteholders (for so long as there are any Class A1 Notes outstanding) on the one hand and the interests of the Class X Noteholders and/or the Class A2 Noteholders and/or the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders on the other hand, the Note Trustee shall have regard only to the interests of the Class A1 Noteholders; (b) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class X Noteholders (for so long as there are any Class X Notes outstanding) on the one hand and the interests of the Class A2 Noteholders and/or the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders on the other hand, the Note Trustee shall have regard only to the interests of the Class A1 Noteholders; (c) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class A2 Noteholders (for so long as there are any Class A2 Notes outstanding) on the one hand and the interests of the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders on the other hand, the Note Trustee shall, subject to (a) and (b) above, have regard only to the interests of the Class A2 Noteholders; (d) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class B Noteholders (for so long as there are any Class B Notes outstanding) on the one hand and the interests of the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders on the other hand, the Note Trustee shall, subject to (a), (b) and (c) above, have regard only to the interests of the Class B Noteholders; (e) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class C Noteholders (for so long as there are any Class C Notes outstanding) on the one hand and the interests of the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders on the other hand, the Note Trustee shall, subject to (a), (b), (c) and (d) above, have regard only to the interests of the Class C Noteholders; (f) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class D Noteholders (for so long as there are any Class D Notes outstanding) on the one hand and the interests of the Class E Noteholders and/or the Class F Noteholders on the other hand, the Note Trustee shall, subject to (a), (b), (c), (d), (e) and (f) above, have regard only to the interests of the Class D Noteholders; (h) if, in the opinion of the Note Trustee, there is a conflict between the interests of the Class E Noteholders (for so long as there are any Class E Notes outstanding) on the one hand and the interests of the Class F Noteholders on the other hand, the Note Trustee shall, subject to (a), (b), (c), (d), (e), (f) and (g) above, have regard only to the interests of the Class E Noteholders; but so that this proviso shall not apply in the case of any powers, trusts, authorities, duties or discretions of the Note Trustee in relation to which it is expressly stated that they may be exercised by the Note Trustee only if in its opinion the interests of the Noteholders of each class would not be materially prejudiced thereby. Except where expressly provided otherwise, so long as any of the Notes remain outstanding, the Issuer Security Trustee is not required to have regard to the interests of any other persons entitled to the benefit of the Issuer Security.

(iv) The Note Trust Deed contains provisions limiting the powers of (a) the Class A2 Noteholders, among other things, to request or direct the Note Trustees to take any action or to pass any Extraordinary Resolutions which may affect the interests of the
Class A1 Noteholders, (b) the Class B Noteholders, among other things, to request or
direct the Note Trustee to take any action or to pass an Extraordinary Resolution which
may affect the interests of the Class A1 Noteholders or the Class A2 Noteholders, (c)
the Class C Noteholders, among other things, to request or direct the Note Trustee to
take any action or pass an Extraordinary Resolution which may affect the interests of the
Class A1 Noteholders, the Class A2 Noteholders or the Class B Noteholders, (d) the
Class D Noteholders, among other things, to request or direct the Note Trustee to take
any action or pass an Extraordinary Resolution which may affect the interests of the
Class A1 Noteholders, the Class A2 Noteholders, the Class C Noteholders or the Class
E Noteholders, (e) the Class E Noteholders, among other things, to request or direct the
Note Trustee to take any action or pass an Extraordinary Resolution which may affect
the interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B
Noteholders, the Class C Noteholders or the Class D Noteholders, (f) the Class F
Noteholders, among other things, to request or direct the Note Trustee to take any
action or pass an Extraordinary Resolution which may affect the interests of the Class
A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C
Noteholders, the Class D Noteholders or the Class E Noteholders; in each case, subject
as provided in the Note Trust Deed. Except in certain circumstances as set out in the
Note Trust Deed, the Note Trust Deed contains no such limitation on the powers of the
Class A1 Noteholders, the exercise of which powers will be binding on the Class A2
Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D
Noteholders, the Class E Noteholders and the Class F Noteholders, irrespective of the
effect thereof on their interests subject as provided below in Condition 12(b). Except in
certain circumstances as set out in the Note Trust Deed, the exercise of their powers by
the Class A2 Noteholders will be binding on the Class B Noteholders, the Class C
Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F
Noteholders, irrespective of the effect thereof as their interests subject as provided
below in Condition 12(c). Except in certain circumstances as set out in the Note Trust
Deed, the exercise of their powers by the Class B Noteholders will be binding on the
Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class
F Noteholders, irrespective of the effect thereof on their interests subject as provided
below in Condition 12(d). Except in certain circumstances as set out in the Note Trust
Deed, the exercise of their powers by the Class C Noteholders will be binding on the
Class D Noteholders, the Class E Noteholders and the Class F Noteholders, irrespective
of the effect thereof on their interests subject as provided below in Condition 12(e). Except in
certain circumstances as set out in the Note Trust Deed, the exercise of their powers by the Class D
Noteholders will be binding on the Class E Noteholders and the Class F Noteholders, irrespective of the effect thereof on their interests subject as provided below in Condition 12(f). Except in certain circumstances as set out in the Note Trust Deed, the exercise of their powers by the Class E Noteholders will be binding on the Class F Noteholders, irrespective of the effect thereof on their interests subject as provided below in Condition 12(g). The Class X Noteholders have no power to request
or direct the Note Trustee to take any action or to pass an Extraordinary Resolution;
however, Noteholders of the other classes of Notes are restricted, pursuant to Condition
12(l), in their ability to pass or sanction a modification of the Note Trust Deed, these
Conditions, or any of the Transaction Documents which would, in the opinion of the Note
Trustee, be materially prejudicial to the interests of Class X Noteholders, except as
provided in Condition 12(l).

(b) Security and Priority of Payments

The security interests granted in respect of the Notes are set out in (i) the Deed of Charge
and Assignment governed by English law, (ii) the German Security Agreement governed by
German law (iii) the Dutch Security Agreement governed by Dutch law and (iv) the Swiss Security
Agreement governed by Swiss law, each of which will be entered into on the Closing Date.

Pursuant to the Issuer Security Documents, the Issuer will grant the Issuer Security in favour
of the Issuer Security Trustee for itself and on trust for the Noteholders and the Issuer Related
Parties (the Issuer Security Trustee and all of such persons being collectively, the “Issuer
Secured Creditors”).

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Pursuant to the Deed of Charge and Assignment, the Issuer with full title guarantee has created the following security (the “Issuer English Security”) in favour of the Issuer Security Trustee for itself and on trust for the other Issuer Secured Creditors:

(i) an assignment by way of first-ranking security of the Issuer’s rights, title, interest and benefit, present and future, in, to and under, among other things, the Issuer Servicing Agreements, the Cash Management Agreement, the Agency Agreement, the Exchange Agency Agreement (other than any other Issuer Security Document or any Swiss Issuer Transaction Document), the Liquidity Facility Agreement, the Swap Agreements, the Note Trust Deed, the Exchange Agency Agreement, the Issuer Corporate Services Agreement, the Swiss Inter-company Loan Agreement, the Asset Transfer Agreements and any other contractual agreements entered into by the Issuer;

(ii) a fixed first charge over the Issuer’s rights, title, interest and benefit, present and future, in, to and under the Issuer Transaction Account, the Stand-by Account and any other bank or securities account in England and Wales (other than the Class X Account and (if opened) the Swap Collateral Cash Account and the Swap Collateral Custody Account) and in which the Issuer may place and hold its cash or securities resources, and in the funds or securities from time to time standing to the credit of such accounts and in the debts represented thereby;

(iii) a first fixed charge in and to the Issuer’s rights, title, interest and benefit present and future, in, to and under the Dutch Loan, the German Loans and Eligible Investments and all monies, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies enforcing the same; and

(iv) a first-ranking floating charge governed by English law over the whole of the undertaking and assets of the Issuer, present and future (other than any property or assets of the Issuer subject to the assignments by way of security and the fixed charges set out in paragraphs (i) to (iii) above and other than property or assets subject to the security constituted by the other Issuer Security Documents).

In addition, under the Deed of Charge and Assignment, the Issuer will create a fixed charge over the Issuer’s interests in the Class X Account in favour of the Issuer Security Trustee to hold on trust for the benefit of the Class X Noteholders only (the “Class X Security”).

The floating charge created under the Deed of Charge and Assignment is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act of 1986.

Pursuant to the German Security Agreement, the Issuer has created the following security (the “Issuer German Security”) in favour of the Issuer Security Trustee for itself and as agent for the other Issuer Secured Creditors: a first ranking assignment of its rights against the German Security Trustee to receive the proceeds of enforcement of the non-accessory security rights (nicht akzessorische Sicherheiten) comprised in that portion of the German Related Security governed by German law, being the mortgages and the German assignments relating to the relevant German Properties.

Pursuant to the Dutch Security Agreement, the Issuer will pledge all its contractual rights governed by Dutch law in connection with the Dutch Related Security (the “Issuer Dutch Security”) in favour of the Issuer Security Trustee for itself and as agent for the other Issuer Secured Creditors.

Pursuant to the Swiss Security Agreement, the Issuer will grant a first ranking pledge of the Swiss Senior Note and all the rights relating thereto to the Issuer Security Trustee (the “Issuer Swiss Security” and together with the Issuer English Security, the Issuer German Security and the Issuer Dutch Security, the “Issuer Security”).

The Cash Management Agreement contains provisions regulating the priority of application of the Issuer Security (and the proceeds thereof) by the Cash Manager among the persons entitled thereto prior to the service of a Note Acceleration Notice or the Issuer Security otherwise becoming enforceable and the Deed of Charge and Assignment contains provisions regulating such application by the Issuer Security Trustee after the service of a Note Acceleration Notice or the Issuer Security becoming otherwise enforceable.

If the Issuer Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes, the Issuer Security Trustee will not be entitled to dispose of the undertaking, property or assets secured under the Issuer Security or any part
thereof or otherwise realise the Issuer Security unless (i) a sufficient amount would be realised to allow discharge in full of all amounts owing to the Noteholders and any amounts required under the Deed of Charge and Assignment to be paid pari passu with, or in priority to, the Notes, or (ii) the Issuer Security Trustee is of the opinion, which shall be binding on the Noteholders, reached after considering at any time and from time to time the advice of such professional advisers as are selected by the Issuer Security Trustee, upon which the Issuer Security Trustee shall be entitled to rely, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Noteholders and any amounts required under the Deed of Charge and Assignment to be paid pari passu with, or in priority to, the Notes, or (iii) the Issuer Security Trustee considers, in its discretion, that not to effect such disposal or realisation would place the Issuer Security in jeopardy, and, in any event, the Issuer Security Trustee has been indemnified and/or secured to its satisfaction.

If the net proceeds of realisation of, or enforcement with respect to, the Issuer Security and, in respect of principal amounts outstanding in respect of the Class X Notes only, the Class X Security, are not sufficient to make all payments due in respect of the Notes, the other assets (if any) of the Issuer will not be available for payment of any shortfall arising therefrom, and any such shortfall will be borne among the Issuer Secured Creditors and amongst the Noteholders as provided in the Deed of Charge and Assignment. All claims in respect of such shortfall, after realisation of or enforcement with respect to all of the Issuer Security and, in respect of principal amounts outstanding in respect of the Class X Notes only, the Class X Security, will be extinguished and the Note Trustee, the Noteholders and the other Issuer Secured Creditors will have no further claim against the Issuer in respect of such unpaid amounts. Each Noteholder, by subscribing for or purchasing Notes, is deemed to accept and acknowledge that it is fully aware that:

(i) in the event of realisation or enforcement of the Issuer Security and, in respect of principal amounts outstanding in respect of the Class X Note only, the Class X Security, its right to obtain payment of interest on and repayment of principal of the Notes in full is limited to recourse against the undertaking, property and assets of the Issuer comprised in the Issuer Security or, in the respect of principal amounts outstanding in respect of the Class X Note only, the Class X Security; and

(ii) the Issuer will have duly and entirely fulfilled its payment obligations by making available to such Noteholder its proportion of the proceeds of realisation or enforcement of the Issuer Security and, in respect of principal amounts outstanding in respect of the Class X Notes only, the Class X Security, in accordance with the payment priorities of the Deed of Charge and Assignment and all claims in respect of any shortfall will be extinguished.

For the avoidance of doubt, for so long as any Class X Note is outstanding, amounts realised from the enforcement of the Class X Security will be available to the Class X Noteholders only.

4. Covenants

(a) Restrictions

Save with the prior written consent of the Note Trustee or unless otherwise provided in or envisaged by these Conditions or the Transaction Documents, the Issuer shall, so long as any Note remains outstanding:

(i) **Negative Pledge**

not create or permit to subsist any mortgage, sub-mortgage, assignment, charge, sub-charge, pledge, lien (unless arising by operation of law), hypothecation, assignment by way of security or any other security interest whatsoever over any of its assets, present or future, (including any uncalled capital);

(ii) **Restrictions on Activities**

(A) not engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities which the Transaction Documents provide or envisage that the Issuer will engage in;

(B) not have any subsidiaries or any employees or own, rent, lease or be in possession of any buildings or equipment; or
(C) not amend, supplement or otherwise modify its memorandum or articles of association or other constitutive documents;

(D) engage, or permit any of its affiliates, to engage, in any activities in the United States (directly or through agents), derive, or permit any of its affiliates to derive, any income from sources within the United States as determined under United States federal income tax principles, and hold, or permit any of its affiliates to hold, any mortgaged property that would cause it or any of its affiliates to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States federal income tax principles;

(iii) **Taxation**
not prejudice its status as a qualifying company within the meaning of Section 110 of the Taxes Consolidation Act 1997 of Ireland, as amended, or, if its cashflows would thereby be adversely affected, make an election pursuant to subsection (6)(b) of that section;

(iv) **VAT**
not apply to become part of any group with any other company or group of companies for the purposes of section 8 of the Value Added Tax Act 1972 of Ireland, as amended, or any such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, modify, codify, consolidate or repeal the Value Added Tax Act 1972 of Ireland, as amended;

(v) **Audited financial statements**
if not otherwise included in its audited financial statements and provided no election pursuant to Section 110(6)(b) of the Taxes Consolidation Act 1997 of Ireland, as amended has been made, ensure that a note of profits as calculated under Irish GAAP as it existed at 31st December, 2004 will be included in its audited financial statements;

(vi) **Disposal of Assets**
not transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertaking or any interest, estate, right, title or benefit therein other than as expressly contemplated by the Transaction Documents, provided that the Issuer shall have the right to sell or agree to the sale of the Issuer Assets:

(A) such sale, realisation or disposal is made with the prior written consent of the Issuer Security Trustee;

(B) in the case of a sale, realisation or disposal of part only of the Issuer Assets, such sale, realisation or disposal is being made only for the purposes of, and in connection with, a redemption of the Notes pursuant to Condition 6;

(C) such sale, realisation or disposal is made for an amount which is not less than the aggregate outstanding principal amount of the Issuer Assets disposed of; and

(D) the amount which would be payable to the Issuer from such sale, realisation or disposal would be sufficient, after deducting any costs and expenses incurred by the Issuer or the Issuer Security Trustee in connection with such sale, realisation or disposal, to enable the Issuer to pay or discharge all of its secured obligations in full;

(vii) **Dividends or Distributions**
not pay any dividend or make any other distribution to its shareholders or issue any further shares except the Issuer’s Profit paid to Issuer’s shareholders pursuant to the Cash Management Agreement;

(viii) **Borrowings**
not incur or permit to subsist any indebtedness in respect of borrowed money whatsoever, except in respect of the Notes, or the Liquidity Facility Agreement or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person;
(ix) **Merger**
not consolidate or merge with any other person or convey or transfer all or substantially all of its property or assets to any other person;

(x) **Variation**
not permit any of the Transaction Documents to become invalid or ineffective, or the priority of the security interests created thereby to be reduced, amended, terminated, postponed or discharged, or consent to any variation of, or exercise any powers of consent or waiver pursuant to the terms of the Note Trust Deed, these Conditions, the Issuer Security Documents or any of the other Transaction Documents, or permit any party to any of the Transaction Documents or the Issuer Security or any other person whose obligations form part of the Issuer Security to be released from such obligations or dispose of all or any part of the Issuer Security;

(xi) **Bank accounts**
not have an interest in any bank account other than the Issuer Transaction Account, the Stand-by Account, the Class X Account and the Issuer’s share capital account, unless such account or interest therein is charged or security is otherwise provided to the Issuer Security Trustee on terms acceptable to it;

(xii) **Assets**
not own assets other than those representing its share capital, the funds arising from the issue of the Notes, the property, rights and assets secured by the Issuer Security and the Class X Security and associated and ancillary rights and interests thereto, the benefit of the Transaction Documents and any investments and other rights or interests created or acquired thereunder, as all of the same may vary from time to time;

(xiii) **Equitable Interest**
not permit any person other than the Issuer and the Issuer Security Trustee to have any equitable interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein except as otherwise provided for in the Transaction Documents;

(xiv) **U.S. Activities**
not engage in any activities in the United States (directly or through agents) or derive any income from United States sources as determined under United States income tax principles or hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles;

(xv) **Purchase of Notes**
not purchase any of the Notes;

(xvi) **Business Establishment**
not have any other business establishment or other fixed establishment other than in Ireland; and

(xvii) **Centre of Main Interests**
conduct its business and affairs such that, at all times, its centre of main interests for the purposes of the EU Insolvency Regulation (EC) No. 1346/2000 of 29th May, 2000 shall be and remain in Ireland.

In giving any consent to the foregoing, the Note Trustee may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents or may impose such other conditions or requirements as the Note Trustee may deem expedient (in its absolute discretion) in the interests of the Noteholders.

(b) **Cash Manager and Issuer Servicer**
So long as any of the Notes remains outstanding, the Issuer will procure that there will at all times be a cash manager in respect of the monies from time to time standing to the credit of the Issuer Transaction Account and any other account of the Issuer from time to time and an Issuer Servicer in respect of the Issuer Assets. None of the Cash Manager or the Issuer Servicer will be
permitted to terminate its appointment unless a replacement cash manager or Issuer Servicer, as the case may be, acceptable to the Issuer and the Issuer Security Trustee has been appointed.

5. Interest

(a) Period of Accrual

Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) shall cease to bear interest from its due date for redemption unless, in the case of a Global Note, upon due presentation, or otherwise in the case of a Definitive Note, payment of the relevant amount of principal or any part thereof is improperly withheld or refused on any Global Note or Definitive Note, as applicable. Where such payment of principal is improperly withheld or refused on any Note, interest will continue to accrue thereon (before as well as after any judgment) at the rate applicable to such Note up to (but excluding) the date on which payment in full of the relevant amount of principal, together with the interest accrued thereon, is made or (if earlier) the 7th day after notice is duly given to the holder thereof (either in accordance with Condition 15 or individually) that, upon presentation thereof being duly made, in the case of a Global Note, or otherwise in the case of a Definitive Note, such payment will be made, provided that upon presentation thereof being duly made, payment is in fact made.

Whenever it is necessary to compute an amount of interest for any period (including any Interest Period (as defined below)), such interest shall be calculated on the basis of actual days elapsed and a 360 day year.

(b) Distribution Dates and Interest Periods

Interest on the Notes is payable quarterly in arrear on the 27th day of January, April, July and October in each year (or, if such day is not a Business Day, the next following Business Day unless such Business Day falls in the next following calendar month in which event the immediately preceding Business Day) (each a “Distribution Date”) in respect of the Interest Period ending immediately prior thereto. The first Distribution Date in respect of each class of Notes will be the Distribution Date falling in January, 2007 in respect of the period from (and including) the Closing Date to (but excluding) that Distribution Date.

In these Conditions, “Interest Period” shall mean the period from (and including) a Distribution Date (or, in respect of the payment of the first Interest Amount (as defined in Condition 5(d) below), the “Closing Date”) to (but excluding) the next following (or first) Distribution Date.

Subject to Condition 10 and for so long as any Class A1 Note and/or Class X Note is outstanding, in the event that on any Distribution Date there are insufficient Available Funds, after deducting the amounts ranking in priority thereto in accordance with the Pre-Enforcement Priority of Payments (each such available amount with respect to the relevant class of Notes, an “Interest Residual Amount”), to satisfy in full the Interest Amount due and, subject to this Condition, payable on the Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, respectively, on such Distribution Date, there shall instead be payable on such Distribution Date, by way of interest on each Class A2 Note, Class B Note and/or Class C Note and/or Class D Note and/or Class E Note and/or Class F Note, as the case may be, only a pro rata share of the amount available to be applied in payment of amounts due on that particular class of Notes on such Distribution Date. The amount payable shall be calculated by dividing the original principal amount of each such Class A2 Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note, as the case may be, by the aggregate principal amount of Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes as at the Closing Date, as the case may be, and multiplying the result by the relevant Interest Residual Amount, and then rounding down to the nearest 0.01 euro.

In any such event the Issuer shall in respect of the Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, create a provision in its accounts for the shortfall equal to the amount by which the aggregate amount of interest paid on the Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes, as the case may be, on any Distribution Date in accordance with this Condition falls short of the Interest Amount due on the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or Class F Notes, as the case may be, on that date pursuant to this Condition. Such shortfall shall itself accrue interest at the same rate as that payable in respect of the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or Class F Notes.
Notes, as applicable, and shall be payable together with such accrued interest on the earlier of (a) any succeeding Distribution Date when any such unpaid interest and accrued interest thereon shall be paid, but only if and to the extent that, on such Distribution Date, there are sufficient Available Funds, after deducting amounts ranking in priority to the relevant class of Notes in accordance with the Pre-Enforcement Priority of Payments and (b) the date on which the relevant Notes are due to be redeemed in full.

(c) Rate of Interest

(i) The rate of interest payable from time to time in respect of each class of Notes (other than the Class X Notes) (each a “Rate of Interest” and together the “Rates of Interest”) will be determined by the Agent Bank on the basis of the following provisions.

The Agent Bank will at, or as soon as practicable after, 11.00 a.m. (London time) two TARGET Business Days prior to the first day of the Interest Period for which the rate will apply (each an “Interest Determination Date”), determine the Rate of Interest applicable to, and calculate the amount of interest payable on each of the Notes (other than the Class X Notes), for the Interest Period commencing two TARGET Business Days after such Interest Determination Date. The Rate of Interest applicable to the Notes of each class (other than the Class X Notes) for any Interest Period will be equal to (A) EURIBOR (as determined in accordance with this Condition 5(c)), (B), plus, the Relevant Margin.

For the purposes of determining the Rate of Interest in respect of the Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, EURIBOR will be determined by the Agent Bank on the basis of the following provisions:

(A) on each Interest Determination Date, the Agent Bank will determine at or about 11.00 a.m. (Brussels time) on such date the interest rate for three month euro deposits in the Eurozone inter-bank market which appears on Moneyline/Telerate Screen No. 248 (the “EURIBOR Screen Rate”) (or, in respect of the first such Interest Period, a linear interpolation of the rate for one month and two month euro deposits) (or (i) such other page as may replace Moneyline/Telerate Screen No. 248 on that service for the purpose of displaying such information or (ii) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Note Trustee) as may replace the Moneyline/Telerate Monitor); or

(B) if the EURIBOR Screen Rate is not then available, the arithmetic mean (rounded to five decimal places, 0.000005 rounded upwards) of the rates notified to the Agent Bank at its request by each of four euro reference banks duly appointed for such purpose (the “Euro Reference Banks”) as the rate at which three month deposits in euro are offered for the same period as that Interest Period by those Euro Reference Banks to prime banks in the Eurozone inter-bank market at or about 11.00 a.m. (Brussels time) on that date (or, in respect of the first Interest Period, the arithmetic mean of a linear interpolation of the rates for one month and two month euro deposits notified by the Euro Reference Banks). If, on any such Interest Determination Date, at least two of the Euro Reference Banks provide such offered quotations to the Agent Bank the relevant rate shall be determined, as aforesaid, on the basis of the offered quotations of those Euro Reference Banks providing such quotations. If, on any such Interest Determination Date, only one of the Euro Reference Banks provides the Agent Bank with such an offered quotation, the Agent Bank shall forthwith consult with the Note Trustee and the Issuer for the purposes of agreeing one additional bank to provide such a quotation or quotations to the Agent Bank (which bank is in the sole opinion of the Note Trustee suitable for such purpose) and the rate for the Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed. If no such bank or banks is or are so agreed or such bank or banks as so agreed does not or do not provide such a quotation or quotations, then the rate for the relevant Interest Period shall be the arithmetic mean (rounded to five decimal places, 0.000005 being rounded upwards) of the rates quoted by major banks in the Eurozone, selected by the Agent Bank, at approximately 11.00 a.m. (Brussels time) on the Closing Date or the relevant Interest Determination Date, as the case may be, for loans in euro to leading European banks for a period of three months or, in the case of the first Interest Period, the same as the relevant Interest Period.
For the purposes of these Conditions, “Eurozone” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25th March, 1957), as amended by the Treaty on European Union (signed in Maastricht on 7th February, 1992) and the Treaty of Amsterdam (signed in Amsterdam on 2nd October, 1997).

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are open for business in London, New York and Dublin and which is a TARGET Business Day. “TARGET Business Day” means a day on which the Trans-European Automated Real-Time Gross Settlement Express System settles payments in euro.

For the purposes of these Conditions, “Relevant Margin” means, with respect to each class of Notes (other than the Class X Notes):

- Class A1 Notes: 0.17 per cent. per annum
- Class A2 Notes: 0.20 per cent. per annum
- Class B Notes: 0.27 per cent. per annum
- Class C Notes: 0.45 per cent. per annum
- Class D Notes: 0.75 per cent. per annum
- Class E Notes: 1.00 per cent. per annum
- Class F Notes: 3.50 per cent. per annum

(ii) The rate of interest applicable to the Class X Notes for any Interest Period will be the Class X Interest Rate as calculated on each Determination Date. The “Class X Interest Rate” for any Interest Period is the percentage rate calculated as follows: the product of:
(a) the outstanding principal balance of the Loans as at the first day of the relevant Interest Period and
(b) the Class X Weighted Average Strip Rate, divided by (c) the Principal Amount Outstanding of the Class X Notes as at the first day of the applicable Interest Period.

“Collection Period” means a period beginning on and including a Determination Date (or, in the case of the first Collection Period, the Closing Date) and ending on the Business Day immediately preceding the next Determination Date.

The “Class X Weighted Average Strip Rate” with respect to any Distribution Date will be a per annum rate equal to the excess, if any, of (a) the Weighted Average Net Mortgage Rate for the immediately preceding Interest Period over (b) the weighted average of the rates of interest (based on the assumption that each class of Notes (other than the Class X Notes) will be paid interest at its Relevant Margin) as at such Distribution Date (weighted on the basis of the respective Principal Amount Outstanding of such Notes (less any NAI Amounts applied thereto) immediately prior to the related Distribution Date) provided that such rate will never be less than zero.

The “Weighted Average Net Mortgage Rate” with respect to any Distribution Date will be equal to the weighted average of the Net Mortgage Rates for the Loans, weighted on the basis of their respective principal balances as at the beginning of the applicable Interest Period, after taking into account any write-offs of principal realised in respect of the Loans during the Collection Period immediately preceding the last day of the relevant Interest Period, or in the case of the first Distribution Date, the Closing Date.

The “Net Mortgage Rate” for any Loan, with respect to any Distribution Date, will be equal to the per annum interest rate (excluding default interest) on such Loan (which rate of interest shall be determined to reflect any Swap Transaction or other hedging transaction entered into in respect of such Loan) less the Administrative Cost Rate.

The “Administrative Cost Rate” is equal to a variable rate, which, as at any Distribution Date, is the percentage equal to the product of: (a) 360 and (b) the fraction obtained by dividing: (i) the Administrative Cost Factor by (ii) the actual number of days in the relevant Interest Period for such Distribution Date. The Administrative Cost Rate represents as of any date of calculation, the per annum rate at which Administrative Costs for any Interest Period accrue against the outstanding principal balance of the Issuer Assets.

The “Administrative Cost Factor” is, as at any Distribution Date, equal to the percentage obtained by dividing: (a) the Administrative Costs in respect of the relevant Interest Period by (b)
the outstanding principal balance of the Loans immediately after the second preceding German Loan Interest Payment Date or Swiss Loan Interest Payment Date, as applicable, immediately preceding such Distribution Date.

The “Administrative Costs” for any Distribution Date will be sum of the Issuer Administrative Costs and the Swiss Issuer Administrative Costs in respect of such Distribution Date or the immediately preceding Swiss Note Interest Payment Date. Administrative Costs do not include extraordinary, non-recurring fees, costs and expenses such as Liquidity Drawings, any swap breakage costs payable by the Issuer under the Swap Agreement, to the extent that a corresponding Break Adjustment is not paid by a Borrower, any amounts payable by the Issuer to the Issuer Special Servicer or the Treveria II Special Servicer, or the Swiss Issuer to the Swiss Issuer Special Servicer, any fees payable by the Issuer to the Issuer Servicer (other than the relevant Servicing Fee, the Treveria II Servicer Fee and the Dresdner Office Portfolio Servicer Fee), any fees payable by the Swiss Issuer to the Swiss Issuer Servicer (other than the relevant Servicing Fee) or Property Protection Advances made by the Issuer Servicer or the Issuer Special Servicer or the Treveria II Facility Agent or the Treveria II Special Servicer or the Swiss Issuer Servicer or the Swiss Issuer Special Servicer.

The “Issuer Administrative Costs” for any Interest Period will be the ordinary, recurring fees that will have been accrued and due on such Distribution Date with respect to the Notes and payable by the Issuer to the following: (a) the Issuer Servicer (which fees are limited to the Servicing Fee, the Treveria II Servicer Fee and the Dresdner Office Portfolio Servicer Fee) (b) the Note Trustee and the Issuer Security Trustee, (c) the Operating Bank, (d) the Principal Paying Agent, (e) the Agent Bank, (f) the Common Depository, (g) the Cash Manager, (h) the Exchange Agent and the Registrar, (i) the Irish Paying Agent, (j) the Issuer Corporate Services Provider, (k) the Issuer's directors and the advisers, accountants or auditors appointed by the Issuer or its directors, (l) the Liquidity Facility Provider (which fee does not include fees relating to any drawings actually made), (m) the Rating Agencies, (n) the stock exchange where the Notes are listed and (o) the Issuer's Profit plus, in each case, VAT thereon, if applicable.

The “Swiss Issuer Administrative Costs” for any Distribution Date will be the ordinary recurring fees that will have been accrued and due on the immediately preceding Swiss Note Interest Payment Date with respect to the Swiss Senior Notes and payable by the Swiss Issuer to the following: (a) the Swiss Issuer Servicer (which fee is limited to the Servicing Fee); (b) the Swiss Issuer Corporate Services Provider; (c) the Swiss Issuer Operating Bank; and (d) the Swiss Issuer’s directors, shareholders and advisers, accountants or auditors appointed by the Swiss Issuer or its directors plus, in each case VAT thereon, if applicable.

(iii) The interest due and payable in respect of the Class E Notes and the Class F Notes is subject, on any Distribution Date, to a maximum amount equal to the lesser of (a) the Interest Amount (as defined in Condition 5(d)) in respect of the Class E Note and the Class F Note for such Distribution Date, and (b) the amount (the “Adjusted Interest Amount”) equal to (i) the Available Funds in respect of such Distribution Date (including, for avoidance of doubt, the amount available for drawing by way of Liquidity Drawings under the Liquidity Facility Agreement on such Distribution Date, other than Liquidity Drawings to be advanced pursuant to the Swiss Inter-company Loan Agreement) minus (ii) the sum of all amounts payable out of Available Funds on such Distribution Date in priority to the payment of interest on the Class E Notes and the Class F Notes in accordance with the Deed of Charge and Assignment.

If the difference between the Interest Amount and the Adjusted Interest Amount applicable to the Class E Notes and/or the Class F Notes is attributable to a reduction in the interest-bearing balances of the Loans as a result of repayments and/or prepayments on the Loans, the amounts of interest that would otherwise be represented by such difference will be extinguished on such Distribution Date, and the affected Noteholders will have no claim against the Issuer in respect thereof.

(d) Determination of Rates of Interest and Calculation of Interest Amounts for Notes

The Agent Bank shall, on or as soon as practicable after each Interest Determination Date, but in no event later than the first day of the relevant Interest Period (save in relation to the Class X Notes), notify the Issuer, the Note Trustee, the Cash Manager and the Paying Agents in writing of (i) the Rates of Interest and the Class X Interest Rate applicable to the Interest Period immediately following such Interest Determination Date, in respect of the Notes of each class and
(ii) the amount of interest (the “Interest Amount”) payable, subject to Condition 5(b), in respect of such Interest Period in respect of the Notes of each class and (iii) the Class X Weighted Average Strip Rate and each Note Factor (as defined in Condition 6(e)). Each Interest Amount in respect of the Notes of each class shall be calculated by applying the relevant Rate of Interest (or in the case of the Class X Notes, the Class X Interest Rate) to the Principal Amount Outstanding of the relevant class of Notes (less any NAI Amounts applied thereto) and multiplying such sum by the actual number of days in the relevant Interest Period divided by 360 and rounding the resultant figure downward to the nearest cent.

(e) Publication of Rates of Interest, Interest Amounts and other Notices

As soon as practicable after receiving notification thereof, the Issuer will cause the Rate of Interest and the Class X Interest Rate and the Interest Amount applicable to the Notes of each class for each Interest Period and the Distribution Date in respect thereof to be notified in writing to the Irish Stock Exchange Limited (the “Irish Stock Exchange”) (for so long as the Notes are listed on the Irish Stock Exchange) and will cause notice thereof to be given to the relevant class of Noteholders in accordance with Condition 15. The Interest Amounts, Distribution Date and other determinations so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the Interest Period for the Notes.

(f) Determination and/or Calculation by the Note Trustee

If the Agent Bank does not at any time for any reason determine the Rate of Interest or, as the case may be, the Class X Interest Rate and/or calculate the Interest Amount for any class of the Notes and/or make any other necessary calculations in accordance with the foregoing Conditions, the Note Trustee shall (or shall appoint an agent, on its behalf to do so) (i) determine the Rate of Interest or, as the case may be, the Class X Interest Rate at such rate as is, in its absolute discretion (having such regard as it shall think fit to the procedure described above), it shall deem fair and reasonable in all the circumstances, and/or (as the case may be), (ii) calculate the Interest Amount for each class of the Notes in the manner specified in Condition 5(d), the Class X Weighted Average Strip Rate and/or (as the case may be), (iii) calculate each Note Factor in the manner described in Condition 6(e) and any such determination and/or calculation shall be deemed to have been made by the Agent Bank and the Note Trustee shall have no liability in respect thereof.

(g) Notifications to be Final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition, whether by the Euro Reference Banks (or any of them) or the Agent Bank or the Note Trustee shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Euro Reference Banks, the Agent Bank, the Note Trustee, the Issuer Servicer, the Issuer Special Servicer, the Cash Manager, the Paying Agents and all Noteholders and (in the absence of wilful default, bad faith or manifest error) no liability to the Noteholders shall attach to the Issuer, the Euro Reference Banks, the Agent Bank or the Note Trustee in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions hereunder.

(h) Euro Reference Banks and Agent Bank

The Issuer shall ensure that, so long as any of the Notes remains outstanding, there shall, at all times, be four Euro Reference Banks and an Agent Bank. In the event of the principal London office of any such bank being unable or unwilling to continue to act as a Euro Reference Bank, the Agent Bank shall appoint such other bank as may have been previously approved in writing by the Note Trustee to act as such in its place. Any purported resignation by the Agent Bank shall not take effect until a successor so approved by the Note Trustee has been appointed.

(i) Non-payment of Interest

For the avoidance of doubt, there shall be no Note Event of Default caused by reason only of the non-payment when due of interest (a) on the Class X Notes (even if the Class X Notes are the most senior class of Notes then outstanding) or (b) on any other class of Notes other than for non-payment of interest on the most senior class of Notes then outstanding.
6. Redemption and Cancellation

(a) Final Redemption

Unless previously redeemed in full and cancelled as provided in this Condition 6, the Issuer shall redeem the Notes at their Principal Amount Outstanding together with accrued interest on the Final Maturity Date, being the Distribution Date falling in October 2019.

The Issuer may not redeem Notes in whole or in part prior to the Final Maturity Date except as provided in this Condition but without prejudice to Condition 10.

(b) Mandatory Redemption from Principal Distribution Funds

Unless such Note is previously redeemed in full and cancelled as provided in this Condition 6, the Notes of each class (other than the Class X Notes) are subject to mandatory early redemption in part on each Distribution Date in accordance with the Pre-enforcement Priority of Payments set out in the Cash Management Agreement. The principal amount of funds so redeemable on each Distribution Date shall be the Principal Distribution Amount less any NAI Amounts applied thereto.

For the purposes of these Conditions, “Principal Distribution Amount”, in respect of any Distribution Date, means the amount of any Principal Distribution Amount calculated by the Cash Manager on the Determination Date immediately preceding such Distribution Date pursuant to the terms of the Cash Management Agreement.

The Class X Notes will be subject to mandatory redemption in part from amounts standing to the credit of the Class X Account on the first Distribution Date in the amount of €45,000. The remaining principal amount outstanding in respect of the Class X Notes (which will be solely from funds standing to the credit of the Class X Account) will not be repaid until the earlier to occur of:

(a) the Final Maturity Date;
(b) the date of any redemption in full of the Notes; or
(c) the service of a Note Acceleration Notice.

(c) Optional Redemption for Tax or Other Reasons

If the Issuer at any time satisfies the Note Trustee immediately prior to giving the notice referred to below that either (i) by virtue of a change in the tax law of Germany, Ireland, the United Kingdom, Switzerland, or any other jurisdiction (or the application or official interpretation thereof) from that in effect on the Closing Date, on the next Distribution Date the Issuer or any Paying Agent on its behalf would be required to deduct or withhold from any payment of principal or interest in respect of any Note (other than where the relevant holder or beneficial owner has some connection with the relevant jurisdiction other than the holding of Notes and other than in respect of default interest), any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the relevant jurisdiction (or any political sub-division thereof or authority thereof or therein having power to tax) and such requirement cannot be avoided by the Issuer taking reasonable measures available to it, or (ii) by virtue of any change in law from that in effect on the Closing Date, any amount payable by the German Borrowers or the Swiss Issuer in respect of the Issuer Assets is reduced or ceases to be receivable (whether or not actually received) by the Issuer during the Interest Period preceding the next Distribution Date and, in any such case, the Issuer has, prior to giving the notice referred to below, certified to the Note Trustee that it will have the necessary funds on such Distribution Date to discharge all of its liabilities in respect of the Notes to be redeemed under this Condition 6(c) and any amounts required under the Cash Management Agreement, the Note Trust Deed and the Deed of Charge and Assignment to be paid in priority to, or pari passu with, the Notes to be so redeemed, which certificate shall be conclusive and binding, and provided that on the Distribution Date on which such notice expires, no Note Acceleration Notice has been served, then the Issuer may, but shall not be obliged to, on any Distribution Date on which the relevant event described above is continuing, having given not more than 60 nor less than 30 days’ written notice ending on such Distribution Date to the Note Trustee, the Paying Agents and to the Noteholders in accordance with Condition 15, redeem:

(i) all Class A1 Notes and all Class X Notes, pro rata and pari passu and without preference or priority between themselves, in an amount equal to the then aggregate Principal Amount Outstanding of the Class A1 Notes and the Class X Notes plus interest accrued and unpaid thereon; and
(ii) all Class A2 Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class A2 Notes plus interest accrued and unpaid thereon; and

(iii) all Class B Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class B Notes plus interest accrued and unpaid thereon; and

(iv) all Class C Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class C Notes plus interest accrued and unpaid thereon; and

(v) all Class D Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class D Notes plus interest accrued and unpaid thereon; and

(vi) all Class E Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class E Notes plus interest accrued and unpaid thereon; and

(vii) all Class F Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class F Notes plus interest accrued and unpaid thereon.

(d) Optional Redemption in Full

Upon giving not more than 60 nor less than 30 days’ written notice to the Note Trustee, the Paying Agents and to the Noteholders, in accordance with Condition 15 and provided that on the Distribution Date on which such notice expires, no Note Acceleration Notice in relation to the Notes has been served, and further provided that the Issuer has, prior to giving such notice, certified to the Note Trustee that it will have the necessary funds to discharge on such Distribution Date all of its liabilities in respect of the Notes to be redeemed under this Condition 6(d) and any amounts required under the Cash Management Agreement, the Note Trust Deed and the Deed of Charge and Assignment to be paid on such Distribution Date which rank prior to, or pari passu with, the Notes, which certificate shall be conclusive and binding, and further provided that the then aggregate Principal Amount Outstanding of all of the Notes would be less than 10 per cent. of their Principal Amount Outstanding as at the Closing Date the Issuer may redeem on such Distribution Date:

(i) all Class A1 Notes and all Class X Notes, pro rata and pari passu, without preference or priority among themselves, in an amount equal to the then aggregate Principal Amount Outstanding of the Class A1 Notes and the Class X Notes plus interest accrued and unpaid thereon; and

(ii) all Class A2 Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class A2 Notes plus interest accrued and unpaid thereon; and

(iii) all Class B Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class B Notes plus interest accrued and unpaid thereon; and

(iv) all Class C Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class C Notes plus interest accrued and unpaid thereon; and

(v) all Class D Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class D Notes plus interest accrued and unpaid thereon; and

(vi) all Class E Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class E Notes plus interest accrued and unpaid thereon; and

(vii) all Class F Notes in an amount equal to the then aggregate Principal Amount Outstanding of the Class F Notes plus interest accrued and unpaid thereon.

(e) Principal Amount Outstanding and Note Factor

On each Distribution Date, the Cash Manager shall determine (i) the Principal Amount Outstanding of each Note on the next following Distribution Date (after deducting any principal payment to be paid on such Note on that Distribution Date) and (ii) the fraction (the “Note Factor”), the numerator of which is equal to the Principal Amount Outstanding of each class of Notes immediately prior to such Distribution Date and the denominator of which is equal to the aggregate Principal Amount Outstanding of all the classes of Notes immediately prior to such Distribution Date. Each determination by the Cash Manager of the Principal Amount Outstanding of a Note and the Note Factor shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

The “Principal Amount Outstanding” of a Note on any date will be its face amount less the aggregate amount of principal repayments or prepayments made in respect of that Note since the Closing Date and, for certain purposes specified herein (including calculating the amount of interest
that is due and payable on a particular Distribution Date) the NAI Amount allocated to such Note since the Closing Date.

The “NAI Amount” of a Note means a pro rata share of the aggregate amount of NAI required to be applied to the relevant class of Notes in accordance with the following sentence. On the Distribution Date immediately following any Determination Date on which NAI has arisen, the Principal Amount Outstanding of the Notes will, for the purposes of calculating the amount of interest that is due and payable on that Note, be reduced by an amount equal to such NAI as applied to the classes of Notes in a reverse sequential order, beginning with the most subordinated class of Notes that has a Principal Amount Outstanding (after deducting any NAI Amounts previously applied thereto).

For these purposes, “NAI” means, with respect to any Determination Date, the amount by which (x) the aggregate amount outstanding of the Loans as determined by the Issuer Servicer or the Swiss Issuer Servicer after taking into account all principal received on or before such Determination Date is less than (y) the aggregate Principal Amount Outstanding of the Notes on the related Distribution Date (after application of any Principal Distribution Amount, if any, to be applied on such Distribution Date).

NAI represents the amount of losses realised on the Loans following a Final Recovery Determination.

The Issuer (or the Cash Manager on its behalf) will cause each determination of a Principal Amount Outstanding, NAI Amount and the Note Factor to be notified in writing forthwith to the Note Trustee, the Paying Agents, the Rating Agencies, the Agent Bank and (for so long as the Notes are listed on the Irish Stock Exchange) the Irish Stock Exchange and will cause notice of each determination of a Principal Amount Outstanding and the Note Factor to be given to the Noteholders in accordance with Condition 15 as soon as reasonably practicable thereafter.

If the Issuer (or the Cash Manager on its behalf) does not at any time for any reason determine a Principal Amount Outstanding, NAI Amount or the Note Factor in accordance with the preceding provisions of this Condition 6(e), such Principal Amount Outstanding, NAI Amount and the Note Factor may be determined by the Note Trustee, in accordance with this Condition 6(e), and each such determination or calculation shall be conclusive and shall be deemed to have been made by the Issuer or the Cash Manager, as the case may be.

(f) Notice of Redemption

Any such notice as is referred to in Condition 6(d) and (e) above shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes of the relevant class in the amounts specified in these Conditions. As soon as reasonably practicable after becoming aware that the same will occur, the Issuer will cause notice of redemption of the Notes of each class to be given to the Irish Stock Exchange (for so long as the Notes are listed on the Irish Stock Exchange).

(g) Cancellation

All Notes redeemed in full pursuant to the foregoing provisions will be cancelled forthwith and may not be resold or re-issued.

(h) No Purchase by Issuer

The Issuer will not purchase any of the Notes.

7. Payments

(a) Global Notes

Payments of principal and interest in respect of any Global Note will be made to the holder of such Global Note (and in the case of final redemption of a Global Note or in circumstances where the unpaid principal amount of the relevant Global Note would be reduced to zero (including as a result of any other payment of principal due in respect of such Global Note), surrender) only against presentation of such Global Note at the specified office of any Paying Agent).

Payments in respect of the Rule 144A Global Notes will be paid subject to the provisions below, to the Exchange Agent for conversion into U.S. dollars and payment to holders of interests in such Notes who hold such interests through DTC (the “DTC Holders”) in accordance with the terms of the Exchange Agency Agreement. Payments in respect of the Regulation S Global Notes
will be paid in euro to holders of interests in such Notes (such holders being, the “Euroclear/Clearstream Holders”).

At present, DTC can only accept payments in U.S. dollars. As a result, DTC Holders will receive payments in U.S. dollars as described above unless they elect, in accordance with DTC’s customary procedures, to receive payment in euro.

A Euroclear/Clearstream Holder may receive payments in respect of its interest in any Global Notes in U.S. dollars in accordance with Euroclear’s and Clearstream, Luxembourg’s customary procedures. All costs of conversion from any such election will be borne by such Euroclear/Clearstream Holder.

(b) **Definitive Notes**

Payments of principal and interest (except where, after such payment, the unpaid principal amount of the relevant Note would be reduced to zero (including as a result of any other payment of principal due in respect of such Note), in which case the relevant payment of principal or interest, as the case may be, will be made against surrender of such Note) in respect of Definitive Notes, will be made by euro denominated cheque drawn on a branch of a bank in London posted to the holder (or to the first-named of joint holders) of such Definitive Note at the address shown in the Register on the Record Date (as defined below) not later than the due date for such payment. If any payment due in respect of any Definitive Note is not paid in full, the Registrar will annotate the Register with a record of the amount, if any, so paid. For the purposes of this Condition 7(b), the holder of a Definitive Note will be deemed to be the person shown as the holder (or the first-named of joint holders) on the Register on the fifteenth day before the due date for such payment (the “Record Date”).

Upon application by the holder of a Definitive Note to the specified office of the Registrar not later than the Record Date for payment in respect of such Definitive Note, such payment will be made by transfer to a euro denominated account maintained by the payee with a branch of a bank in London. Any such application for transfer to such account shall be deemed to relate to all future payments in respect of such Definitive Note until such time as the Registrar is notified in writing to the contrary by the holder thereof.

(c) **Laws and Regulations**

Payments of principal, interest and premium (if any) in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto.

(d) **Overdue Principal Payments**

If repayment of principal is improperly withheld or refused on or in respect of any Note or part thereof, the interest which continues to accrue in respect of such Note or part thereof in accordance with Condition 5(a) will be paid against presentation of such Note at the specified office of any Paying Agent, and in the case of any Definitive Note, will be paid in accordance with Condition 7(b).

(e) **Change of Agents**

The Principal Paying Agent is Deutsche Bank AG, London Branch at its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB. The Irish Paying Agent is Deutsche International Corporate Services (Ireland) Limited at its offices at 5 Harbourmaster Place, International Financial Services Centre, Dublin 1, Ireland. The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent, any other Paying Agent, the Registrar and the Agent Bank and to appoint additional or other Agents. The Issuer will at all times maintain an Irish Paying Agent with a specified office in Dublin, for so long as the Notes are listed on the Irish Stock Exchange. The Issuer will cause at least 30 days’ notice of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Noteholders in accordance with Condition 15. The Issuer will maintain a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to European Union Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to such Directive.

(f) **Presentation on Non-Business Days**

If any Note is presented (if required) for payment on a day which is not a business day in the place where it is so presented, payment shall be made on the next succeeding day that is a business day (unless such business day falls in the next succeeding calendar month in which
event the immediately preceding business day) and no further payments of additional amounts by way of interest, principal or otherwise shall be due in respect of such Note. No further payments of additional amounts by way of interest, principal or otherwise shall be payable in respect of the late arrival of any cheque posted to a Noteholder in accordance with the provisions of Condition 7(b). For the purposes of Condition 6 and this Condition 7, “Business Day” shall mean, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments in that place.

(g) **Accrual of Interest on Late Payments**

If interest is not paid in respect of a Note of any class on the date when due and payable (other than because the due date is not a business day (as defined in Clause 7(f)) or by reason of non-compliance with Condition 7(a) or (b)), then such unpaid interest shall itself bear interest at the applicable Rate of Interest (or Class X Interest Rate in respect of interest on the Class X Notes) until such interest and interest thereon is available for payment and notice thereof has been duly given to the Noteholders in accordance with Condition 15, provided that such interest and interest thereon are, in fact, paid.

8. **Taxation**

All payments in respect of the Notes will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature unless the Issuer or any relevant Paying Agent is required by applicable law in any jurisdiction to make any payment in respect of the Notes subject to any such withholding or deduction. In that event, the Issuer or such Paying Agent (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer nor any Paying Agent will be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction.

9. **Prescription**

Claims for principal in respect of Global Notes shall become void unless the relevant Global Notes are presented for payment within ten years of the appropriate relevant date. Claims for interest in respect of Global Notes shall become void unless the relevant Global Notes are presented for payment within five years of the appropriate relevant date.

Claims for principal and interest in respect of Definitive Notes shall become void unless made within ten years, in the case of principal, and five years, in the case of interest, of the appropriate relevant date.

In this Condition 9, the “relevant date” means the date on which a payment first becomes due, but if the full amount of the moneys payable has not been received by the relevant Paying Agent or the Note Trustee on or prior to such date, it means the date on which the full amount of such moneys shall have been so received, and notice to that effect shall have been duly given to the Noteholders in accordance with Condition 15.

10. **Note Events of Default**

(a) **Eligible Noteholders**

If any of the events mentioned in sub-paragraphs (A) to (E) inclusive below shall occur (each such event being a “**Note Event of Default**”), the Note Trustee at its absolute discretion may, and if so requested in writing by the “**Eligible Noteholders**”, being:

(i) the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A1 Notes then outstanding; or

(ii) if there are no Class A1 Notes outstanding, the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A2 Notes then outstanding (after deducting any NAI Amounts applied thereto);

(iii) if there are no Class A1 Notes or Class A2 Notes outstanding, the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class B Notes then outstanding (after deducting any NAI Amounts applied thereto); or
(iv) if there are no Class A1 Notes, Class A2 Notes or Class B Notes outstanding, the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class C Notes then outstanding (after deducting any NAI Amounts applied thereto); or

(v) if there are no Class A1 Notes, Class A2 Notes, Class B Notes or Class C Notes outstanding, the holders of not less than 25 per cent. in the aggregate of the Principal Amount Outstanding of the Class D Notes then outstanding (after deducting any NAI Amounts applied thereto); or

(vi) if there are no Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes outstanding, the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class E Notes then outstanding (after deducting any NAI Amounts applied thereto); or

(vii) if there are no Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes outstanding, the holders of not less than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class F Notes then outstanding (after deducting any NAI Amounts applied thereto).

or if so directed by or pursuant to an Extraordinary Resolution of the most senior class of Noteholders (other than the Class X Noteholders) then outstanding shall, and in any case aforesaid, subject to the Note Trustee being indemnified and/or secured to its satisfaction, give notice (a "Note Acceleration Notice") to the Issuer and the Issuer Security Trustee declaring all the Notes to be due and repayable and the Issuer Security enforceable:

(A) default is made for a period of three days in the payment of the principal of, or default is made for a period of five days in the payment of interest on, any Class A1 Note; or if there are no Class A1 Notes outstanding, any Class A2 Note; or, if there are no Class A1 Notes or Class A2 Notes outstanding, any Class B Note; or, if there are no Class A1 Notes, Class A2 Notes or Class B Notes outstanding, any Class C Note; or, if there are no Class A1 Notes, Class A2 Notes, Class B Notes or Class C Notes outstanding, any Class D Note; or if there are no Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes outstanding, any Class E Note; or if there are no Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes outstanding, any Class F Notes in each case when and as the same becomes due and payable in accordance with these Conditions; or

(B) the Issuer defaults in the performance or observance of any other obligation binding upon it under the Notes of any class, the Note Trust Deed, the Issuer Security Documents or the other Transaction Documents to which it is party and, in any such case (except where the Note Trustee certifies that, in its opinion, such default is incapable of remedy when no notice will be required), such default continues for a period of 14 days (or such longer period as the Note Trustee may permit) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

(C) the Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in Condition 10(a)(D) below, ceases or, consequent upon a resolution of the board of directors of the Issuer, threatens to cease to carry on business or a substantial part of its business or the Issuer is or is deemed unable to pay its debts as and when they fall due; or

(D) an order is made or an effective resolution is passed for the winding-up of the Issuer except a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved by the Note Trustee in writing or by an Extraordinary Resolution of the most senior class of Noteholders (other than the Class X Noteholders) then outstanding; or

(E) proceedings shall be initiated against the Issuer under any applicable liquidation, insolvency, examinership, composition, reorganisation or other similar laws (including, but not limited to, presentation of a petition for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice to appoint an administrator) and such proceedings are not, in
the opinion of the Note Trustee, being disputed in good faith with a reasonable prospect of success, or an administration order shall be granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator, examiner or other similar official shall be appointed (or formal notice is given of an intention of appoint an administrator) in relation to the Issuer or any part of its undertaking, property or assets, or an encumberancer shall take possession of all or any part of the undertaking, property or assets of the Issuer, or a distress or execution or other process shall be levied or enforced upon or sued against all or any part of the undertaking, property or assets of the Issuer and such appointment, possession or process is not discharged or does not otherwise cease to apply within 15 days, or the Issuer (or the shareholders of the Issuer) initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of or a composition or similar arrangement with its creditors generally or takes steps with a view to obtaining a moratorium in respect of any of the indebtedness of the Issuer,

provided that in the case of each of the events described in Condition 10(a)(B) above, the Note Trustee shall have certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the most senior class of Noteholders then outstanding.

(b) Effect of Declaration by Note Trustee

Upon any declaration being made by the Note Trustee in accordance with Condition 10(a) above, all classes of the Notes then outstanding shall immediately become due and repayable at their Principal Amount Outstanding together with accrued interest as provided in the Note Trust Deed and the Issuer Security shall become enforceable.

11. Enforcement

The Note Trustee may, at its discretion and without notice, take such proceedings and/or other action or steps against or in relation to the Issuer or any other person as it may think fit to enforce the provisions of the Notes, the Note Trust Deed, these Conditions and the other Transaction Documents and the Issuer Security Trustee may, at any time after the Issuer Security has become enforceable, at its discretion and without notice, take such steps as it may think fit to enforce the Issuer Security, but neither the Note Trustee nor the Issuer Security Trustee shall be bound to take any such proceedings or steps unless:

(a) subject to the proviso below, it is directed to do so by an Extraordinary Resolution of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders or the Class F Noteholders by a notice in writing signed by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes then outstanding (after deducting any NAI Amounts applied thereto); and

(b) it shall have been indemnified and/or secured to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all liabilities, losses, costs, charges, damages and expenses (including any VAT thereon) which it may incur by so doing,

PROVIDED THAT:

(i) for so long as any Class A1 Note is outstanding, neither the Note Trustee nor the Issuer Security Trustee shall be bound to act at the direction of the Class A2 Noteholders unless (A) to do so would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Class A1 Noteholders or (B) such action is sanctioned by, or the Note Trustee has also been directed to take such action by, an Extraordinary Resolution of the Class A1 Noteholders or by a notice in writing signed by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A1 Notes then outstanding;
(ii) for so long as any Class A1 Note or Class A2 Note is outstanding, neither the Note Trustee nor the Issuer Security Trustee shall be bound to act at the direction of the Class B Noteholders unless (A) to do so would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Class A1 Noteholders and the Class A2 Noteholders or (B) such action is sanctioned by, or the Note Trustee has also been directed to take such action by, an Extraordinary Resolution of the Class A1 Noteholders and the Class A2 Noteholders or by a notice in writing signed by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A1 Notes and Class A2 Notes then outstanding;

(iii) for so long as any Class A1 Note, Class A2 Note or Class B Note is outstanding, neither the Note Trustee nor the Issuer Security Trustee shall be bound to act at the direction of the Class C Noteholders unless (A) to do so would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Class A1 Noteholders, the Class A2 Noteholders and the Class B Noteholders or (B) such action is sanctioned by, or the Note Trustee has also been directed to take such action by, an Extraordinary Resolution of the Class A1 Noteholders, the Class A2 Noteholders and the Class B Noteholders or by a notice in writing signed by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A1 Notes, Class A2 Notes and the Class B Notes then outstanding (after applying any relevant NAI Amounts);

(iv) for so long as any Class A1 Note, Class A2 Note, Class B Note or Class C Note is outstanding, neither the Note Trustee nor the Issuer Security Trustee shall be bound to act at the direction of the Class D Noteholders unless (A) to do so would not, in the opinion of the Note Trustee, be materially prejudicial to the respective interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders and the Class C Noteholders or (B) such action is sanctioned by, or the Note Trustee has also been directed to take such action by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders and the Class C Noteholders or by a notice in writing signed by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of each of the Class A1 Notes, the Class A2 Notes, the Class B Notes and the Class C Notes then outstanding (after applying any relevant NAI Amounts);

(v) for so long as any Class A1 Note, Class A2 Note, Class B Note, Class C Note or Class D Note is outstanding, neither the Note Trustee nor the Issuer Security Trustee shall be bound to act at the direction of the Class E Noteholders unless (A) to do so would not, in the opinion of the Note Trustee, be materially prejudicial to the respective interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders or (B) such action is sanctioned by, or the Note Trustee has also been directed to take such action by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders or by a notice in writing signed by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of each of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes and the Class D Notes then outstanding (after applying any relevant NAI Amounts);

(vi) for so long as any Class A1 Note, Class A2 Note, Class B Note, Class C Note, Class D Note or Class E Note is outstanding, neither the Note Trustee nor the Issuer Security Trustee shall be bound to act at the direction of the Class F Noteholders unless (A) to do so would not, in the opinion of the Note Trustee, be materially prejudicial to the respective interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders or (B) such action is sanctioned by, or the Note Trustee has also been directed to take such action by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders or by a notice in writing signed by the
holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of each of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes then outstanding (after applying any relevant NAI Amounts);

(vii) at no time shall the Note Trustee or the Issuer Security Trustee be bound to act at the direction or request of the Class X Noteholders.

(c) No Noteholder shall be entitled to proceed directly against the Issuer or any other party to the Transaction Documents or to enforce the Issuer Security unless the Note Trustee or, as the case may be, the Issuer Security Trustee, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing provided that: (i) no Class A2 Noteholder, Class B Noteholder, Class C Noteholder, Class D Noteholder, Class E Noteholder or Class F Noteholder, for so long as any Class A1 Notes are outstanding; (ii) no Class B Noteholder, Class C Noteholder, Class D Noteholder, Class E Noteholder or Class F Noteholder, for so long as any Class A1 Notes or Class A2 Notes are outstanding; (iii) no Class C Noteholder, Class D Noteholder, Class E Noteholder or Class F Noteholder for so long as any Class A1 Notes, Class A2 Notes or Class B Notes are outstanding; (iv) no Class D Noteholder, Class E Noteholder or Class F Noteholder for so long as any Class A1 Notes, Class A2 Notes, Class B Notes or Class C Notes are outstanding; (v) no Class E Noteholder or Class F Noteholder, for so long as any Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes are outstanding; (vi) no Class F Noteholder, for so long as any Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are outstanding; (vii) in any event, no Class X Noteholder, shall be entitled to take proceedings for the winding up, examination or administration of the Issuer. The Issuer Security Trustee cannot, while any of the Notes are outstanding, be required to enforce the Issuer Security at the request of any other Issuer Secured Creditor under the Issuer Security Documents, as applicable.

(d) If the net proceeds of realisation of, or enforcement with respect to, the Issuer Security are not sufficient to discharge all of the Issuer Secured Liabilities, the Issuer’s other assets will not be available for payment of any shortfall arising therefrom, which shortfall will be borne in accordance with the provisions of the Deed of Charge and Assignment. All claims in respect of such shortfall, after realisation of or enforcement with respect to all of the Issuer Security, shall be extinguished and the Issuer Security Trustee, the Note Trustee, the Noteholders and the other Issuer Secured Creditors shall have no further claim against the Issuer in respect of such unpaid amounts. Each Noteholder, by subscribing for or purchasing Notes, as applicable, is deemed to acknowledge and accept that it is fully aware that, in the event of an enforcement of the Issuer Security, (i) its right to obtain repayment in full is limited to the Issuer Security and (ii) the Issuer will have duly and entirely fulfilled its payment obligations by making available to each Noteholder its relevant proportion of the proceeds of realisation or enforcement of the Issuer Security in accordance with the Deed of Charge and Assignment, and all claims in respect of any shortfall will be extinguished.

12. Meetings of Noteholders, Modification and Waiver and Substitution

(a) The Note Trust Deed contains provisions for convening meetings of the Class A1 Noteholders, meetings of the Class A2 Noteholders, meetings of the Class B Noteholders, meetings of the Class C Noteholders, meetings of the Class D Noteholders, meetings of the Class E Noteholders, meetings of the Class F Noteholders and meetings of all the Noteholders (other than the Class X Noteholders) to consider any matter affecting their interests including the sanctioning by Extraordinary Resolution of, among other things, the removal of the Note Trustee, a modification of the Notes or the Note Trust Deed (including these Conditions) or the provisions of any of the other Transaction Documents. The Class X Noteholders shall not be entitled to hold class meetings or to pass resolutions (including Extraordinary Resolutions).

(b) An Extraordinary Resolution of the Class A1 Noteholders shall be binding on all the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders irrespective of the effect upon them, except that no Extraordinary Resolution to sanction a modification
(including a Basic Terms Modification) of, or a waiver or authorisation of any breach or proposed breach of any of the provisions of, the Note Trust Deed, these Conditions or any of the other Transaction Documents passed at any meeting of the Class A1 Noteholders shall take effect unless such modification, waiver or authorisation shall have been sanctioned by an Extraordinary Resolution of each of the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders or it shall not, in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the respective interests of the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders.

(c) An Extraordinary Resolution of the Class A2 Noteholders (other than as referred to in Condition 12(b)) shall not be effective for any purpose unless either:

(i) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A1 Noteholders (and for greater certainty, an Extraordinary Resolution (other than as referred to in Condition 12(b)) relating to a Basic Terms Modification shall be materially prejudicial to the interests of the Class A1 Noteholders); or

(ii) it is sanctioned by an Extraordinary Resolution of the Class A1 Noteholders; or

(iii) none of the Class A1 Notes remain outstanding,

provided further that an Extraordinary Resolution of the Class A2 Noteholders shall be binding on the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders, irrespective of the effect on them, except that no Extraordinary Resolution to sanction a modification (including a Basic Terms Modification) of, or a waiver or authorisation of any breach or proposed breach of any of the provisions of the Note Trust Deed, these Conditions or any of the other Transaction Documents passed at any meeting of the Class A2 Noteholders shall take effect unless it shall have been sanctioned by an Extraordinary Resolution of each of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders as applicable, or it shall not, in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders.

(d) An Extraordinary Resolution of the Class B Noteholders (other than as referred to in Condition 12(b)) shall not be effective for any purpose unless either:

(i) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A1 Noteholders and/or the Class A2 Noteholders (and for greater certainty, an Extraordinary Resolution (other than as referred to in Condition 12(b)) relating to a Basic Terms Modification shall be materially prejudicial to the interests of the Class A1 Noteholders and the Class A2 Noteholders); or

(ii) it is sanctioned by an Extraordinary Resolution of the Class A1 Noteholders and the Class A2 Noteholders; or

(iii) none of the Class A1 Notes or the Class A2 Notes remain outstanding;

provided further that an Extraordinary Resolution of the Class B Noteholders shall be binding on the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders, irrespective of the effect on them, except that no Extraordinary Resolution to sanction a modification (including a Basic Terms Modification) of, or a waiver or authorisation of any breach or proposed breach of any of the provisions of the Note Trust Deed, these Conditions or any of the other Transaction Documents passed at any meeting of the Class B Noteholders shall take effect unless it shall have been sanctioned by an Extraordinary Resolution of each of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders as applicable, or it shall not, in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the interests of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders.
(e) An Extraordinary Resolution of the Class C Noteholders (other than as referred to in Condition 12(b) or 12(c)) shall not be effective for any purpose unless either:

   (i) the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A1 Noteholders and/or the Class A2 Noteholders and/or the Class B Noteholders, as applicable (and for greater certainty, an Extraordinary Resolution (other than as referred to in Condition 12(b) and 12(c)) relating to a Basic Terms Modification shall be materially prejudicial to the interests of the Class A1 Noteholders and/or the Class A2 Noteholders and the Class B Noteholders); or

   (ii) it is sanctioned by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders and the Class B Noteholders; or

   (iii) none of the Class A1 Notes, the Class A2 Notes or the Class B Notes remain outstanding;

   provided further that an Extraordinary Resolution of the Class C Noteholders shall be binding on the Class D Noteholders, the Class E Noteholders and the Class F Noteholders, irrespective of the effect on them, except that no Extraordinary Resolution to sanction a modification (including a Basic Terms Modification) of, or a waiver or authorisation of any breach or proposed breach of any of the provisions of the Note Trust Deed, these Conditions or any of the other Transaction Documents passed at any meeting of the Class C Noteholders shall take effect unless it shall have been sanctioned by an Extraordinary Resolution of each of the Class D Noteholders, the Class E Noteholders and the Class F Noteholders as applicable, or it shall not, in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the interests of the Class D Noteholders, the Class E Noteholders and the Class F Noteholders.

(f) An Extraordinary Resolution of the Class D Noteholders (other than as referred to in Conditions 12(b), 12 (c) or 12(d)) shall not be effective for any purpose unless either:

   (i) the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A1 Noteholders and/or the Class A2 Noteholders and/or the Class B Noteholders and/or the Class C Noteholders, as applicable (for greater certainty, an Extraordinary Resolution (other than as referred to in Condition 12(b), 12(c) and 12(d)) relating to a Basic Terms Modification shall be materially prejudicial to the interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders and the Class C Noteholders, as the case may be); or

   (ii) it is sanctioned by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders and the Class C Noteholders; or

   (iii) none of the Class A1 Notes, the Class A2 Notes, the Class B Notes or the Class C Notes remain outstanding;

   provided further that an Extraordinary Resolution of the Class D Noteholders shall be binding on the Class E Noteholders and the Class F Noteholders, irrespective of the effect on them, except that no Extraordinary Resolution to sanction a modification (including a Basic Terms Modification) of, or a waiver or authorisation of any breach or proposed breach of any of the provisions of the Note Trust Deed, these Conditions or any of the other Transaction Documents passed at any meeting of the Class D Noteholders shall take effect unless it shall have been sanctioned by an Extraordinary Resolution of each of the Class E Noteholders and the Class F Noteholders or it shall not, in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the interests of the Class E Noteholders, the Class F Noteholders.

(g) An Extraordinary Resolution of the Class E Noteholders (other than as referred to in Conditions 12(b), 12 (c), 12(d) or 12(e)) shall not be effective for any purpose unless either:

   (i) the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A1 Noteholders and/or the Class A2 Noteholders and/or the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders, as applicable (for greater certainty, an Extraordinary Resolution (other than as referred to in Condition 12(b), 12(c), 12(d) and 12(e)) relating to a Basic
Terms Modification shall be materially prejudicial to the interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, and the Class D Noteholders), as the case may be; or

(ii) it is sanctioned by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders; or

(iii) none of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes remain outstanding;

provided further that an Extraordinary Resolution of the Class E Noteholders shall be binding on the Class F Noteholders, irrespective of the effect on them, except that no Extraordinary Resolution to sanction a modification (including a Basic Terms Modification) of, or a waiver or authorisation of any breach or proposed breach of any of the provisions of the Note Trust Deed, these Conditions or any of the other Transaction Documents passed at any meeting of the Class E Noteholders shall take effect unless it shall have been sanctioned by an Extraordinary Resolution of the Class F Noteholders or it shall not, in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the interests of the Class F Noteholders.

(h) An Extraordinary Resolution of the Class F Noteholders (other than as referred to in Conditions 12(b), 12(c), 12(d), 12(e) or 12(f)) shall not be effective for any purpose unless either:

(i) the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A1 Noteholders and/or the Class A2 Noteholders and/or the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders, as applicable (for greater certainty, an Extraordinary Resolution (other than as referred to in Condition 12(b), 12(c), 12(d), 12(e) and 12(f)) relating to a Basic Terms Modification shall be materially prejudicial to the interests of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders), as the case may be; or

(ii) it is sanctioned by an Extraordinary Resolution of each of the Class A1 Noteholders, the Class A2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders; or

(iii) none of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes remain outstanding.

(i) Notwithstanding the foregoing, no Extraordinary Resolution to authorise or sanction a modification of (including a Basic Terms Modification) or, a waiver or authorisation of any breach or proposed breach of any provisions of the Note Trust Deed, these Conditions or any of the Transaction Documents by the Note Trustee shall be binding on the Class X Noteholders unless such Extraordinary Resolution shall not in the opinion of the Note Trustee, in its sole discretion, be materially prejudicial to the interests of the Class X Noteholders.

(j) Subject as provided below, the quorum at any meeting of the Noteholders (or of any class of Noteholders) or persons present holding voting certificates or being proxies, for passing an Extraordinary Resolution shall be one or more persons holding or representing a clear majority of not less than 50.1 per cent. in Principal Amount Outstanding of the Notes of such class (after deducting any NAI Amounts) or, at any adjourned meeting, one or more persons being or representing Noteholders (or Noteholders of such class) whatever the Principal Amount Outstanding of Notes so held or represented.

The quorum at any meeting of the Noteholders of any class for passing an Extraordinary Resolution would have the effect of (i) sanctioning of a modification of the date of maturity of the Notes (or any of them); (ii) postponing any day for the payment of interest on the Notes (or any of them); (iii) reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes; (iv) modifying the method of calculating the amount payable or the date of payment in respect of any interest or principal in respect of the Notes; (v) modifying the definition of “Basic Terms
Modification”; (vi) altering the currency of payment of the Notes referable thereto; or (vi) releasing or modifying any provisions in respect of the Issuer Security (or any part thereof), (each a “Basic Terms Modification”), as set out in the Note Trust Deed) shall be one or more persons holding Notes or voting certificates in respect thereof or proxies representing not less than 75 per cent. of the Principal Amount Outstanding of the Notes (or the relevant class thereof) for the time being outstanding (after deducting any relevant NAI Amounts), or at any adjourned such meeting, not less than 33 1/3 per cent. of the Principal Amount Outstanding of the Notes (or the relevant class thereof) for the time being outstanding (after deducting any relevant NAI Amounts). The foregoing notwithstanding, the implementation of certain Basic Terms Modifications will be subject to the receipt of written confirmation from each Rating Agency then rating the Notes that the then current ratings of each class of Notes rated thereby will not be qualified, downgraded or withdrawn as a result of such modification. Additionally, written notice of such modifications shall be provided to the Irish Stock Exchange.

An Extraordinary Resolution passed at any meeting of Noteholders (or any class thereof) shall be binding on all Noteholders (or, as the case may be, all Noteholders of such class) whether or not they are present at such meeting.

(k) The Note Trustee may agree, without the consent of the Noteholders of any class, (i) to any modification (except a Basic Terms Modification) of, or to any waiver or authorisation of any breach or proposed breach of, the Notes, the Note Trust Deed (including these Conditions) or any of the other Transaction Documents which, in the opinion of the Note Trustee, is not materially prejudicial to the interests of the Noteholders of any class or (ii) to any modification of the Notes, the Note Trust Deed (including these Conditions) or any of the other Transaction Documents which, in the opinion of the Note Trustee, is to correct a manifest error or a proven (to the satisfaction of the Note Trustee) error or to comply with mandatory provisions of law or is of a formal, minor or technical nature and, the Note Trustee may also, without the consent of the Noteholders of any class, determine that a Note Event of Default shall, or shall not, subject to specified conditions, be treated as such; provided always that the Note Trustee shall not exercise such powers of waiver, authorisation or determination in contravention of any express written direction given by the Eligible Noteholders or by an Extraordinary Resolution of the most senior class of Noteholders then outstanding (provided that no such direction or restriction shall affect any authorisation, waiver or determination previously made or given). Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and, unless the Note Trustee agrees otherwise, any such modification shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 15.

(l) Where the Note Trustee is required, in connection with the exercise of its powers, trusts, authorities, duties and discretions, to have regard to the interests of the Noteholders or, as the case may be, the Noteholders of any class, it shall have regard to the interests of such Noteholders as a class and, in particular, but without prejudice to the generality of the foregoing, the Note Trustee shall not have regard to, or be in any way liable for, the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Note Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer or the Note Trustee or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

(m) The Note Trustee shall be entitled to determine, in its own opinion, for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to the Notes, the Conditions or any of the Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders or any class of Noteholders and in making such a determination shall be entitled to take into account, without enquiry, among any other things it may in its absolute discretion consider necessary and/or appropriate, any confirmation by a Rating Agency (if available) that the then current ratings of the Notes or, as the case may be, the Notes of such class will not be downgraded, withdrawn or qualified as a result by such exercise. For the avoidance of doubt, such rating confirmation or non-receipt of such rating confirmation shall, however,
not be construed to mean that any such action or inaction (or contemplated action or inaction) or such exercise (or contemplated exercise) by the Note Trustee of any right, power, trust, authority, duty or discretion under or in relation to the Notes, the Conditions or any of the Transaction Documents is not materially prejudicial to the interest of holders of that class of Notes.

(n) The Note Trustee may, without the consent of the Noteholders or any other Issuer Secured Creditor agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this condition) as the principal debtor in respect of the Notes and the Note Trust Deed of another body corporate (being a single purpose vehicle) provided that each Rating Agency then rating the Notes has confirmed in writing to the Note Trustee and the Issuer Security Trustee that such substitution would not adversely affect the ratings of the Notes, provided that such substitution would not in the opinion of the Note Trustee be materially prejudicial to the interests of the Noteholders and subject to certain conditions set out in the Note Trust Deed being complied with or to be complied with (or suitable arrangements in place to ensure compliance with such conditions). In the case of substitution of the Issuer, the Irish Stock Exchange shall be notified of such substitution, a supplemental offering circular will be prepared and filed with the Irish Stock Exchange and notice of the substitution will be notified to the Noteholders in accordance with Condition 15.

13. Indemnification and Exoneration of the Note Trustee and Issuer Security Trustee

The Note Trust Deed, the Issuer Security Documents, the Issuer Servicing Agreement and certain of the other Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of each of the Note Trustee and the Issuer Security Trustee and for indemnification in certain circumstances, including provisions relieving them from taking enforcement proceedings or, in the case of the Issuer Security Trustee, enforcing the Issuer Security unless indemnified and/or secured to its satisfaction. Neither the Note Trustee nor the Issuer Security Trustee will be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Issuer Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of other parties to the Transaction Documents, clearing organisations or their operators or by intermediaries such as banks, brokers, depositaries, warehousemen or other similar persons whether or not on behalf of the Note Trustee or the Issuer Security Trustee.

The Deed of Charge and Assignment provides that the Issuer Security Trustee shall accept without investigation, requisition or objection such right and title as the Issuer may have to the Issuer's property secured pursuant to the Issuer Security Documents and shall not be bound or concerned to examine such right and title, and the Issuer Security Trustee shall not be liable for any defect or failure in the right or title of the Issuer to the property secured pursuant to the Issuer Security Documents whether such defect or failure was known to the Issuer Security Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not. Neither the Note Trustee nor the Issuer Security Trustee has any responsibility in relation to the validity, sufficiency and enforceability of the Issuer Security. Neither the Note Trustee nor the Issuer Security Trustee will be obliged to take any action which might result in its incurring personal liabilities unless indemnified and/or secured to its satisfaction or to supervise the performance by the Issuer Servicer, the Cash Manager, the Liquidity Facility Provider, the Swap Provider, or any other person of their obligations under the Transaction Documents and each of
the Note Trustee and the Issuer Security Trustee shall assume, until it has actual knowledge or express notice to the contrary, that all such persons are properly performing their duties, notwithstanding that the Issuer Security (or any part thereof) may, as a consequence, be treated as floating rather than fixed security.

14. Replacement of Global Notes and Definitive Notes
If any Global Note or Definitive Note is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of any Paying Agent or the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer, the Registrar, the Paying Agent or the Note Trustee may reasonably require. Mutilated or defaced Global Notes or Definitive Notes must be surrendered before replacements will be issued.

15. Notice to Noteholders
(a) All notices, other than notices given in accordance with the following paragraphs of this Condition 15, to Noteholders shall be deemed to have been validly given if published in a leading daily newspaper printed in the English language and with general circulation in Dublin (which is expected to be The Irish Times) or, if that is not practicable, in such English language newspaper or newspapers as the Note Trustee shall approve having a general circulation in Ireland and the rest of Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which publication is required. For so long as the Notes of any class are represented by Global Notes, notices to Noteholders will be validly given if published as described above or, for so long as the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so allow, and, at the option of the Issuer, if delivered to Euroclear and/or Clearstream, Luxembourg and/or DTC for communication by them to their participants and for communication by such participants to entitled accountholders. Any notice delivered to Euroclear and/or Clearstream, Luxembourg and/or DTC as aforesaid shall be deemed to have been given on the day on which it is delivered to Euroclear and/or Clearstream, Luxembourg and/or DTC.

(b) Any notice specifying a Distribution Date, a Rate of Interest, a Class X Interest Rate, an Interest Amount, or a Principal Amount Outstanding shall be deemed to have been duly given if the information contained in such notice appears on the relevant page of the Bloomberg Screen or such other medium for the electronic display of data as may be previously approved in writing by the Note Trustee and notified to the Noteholders pursuant to Condition 15(a). Any such notice shall be deemed to have been given on the first date on which such information appeared on the relevant screen. If it is impossible or impractical to give notice in accordance with this paragraph then notice of the matters referred to in this paragraph shall be given in accordance with Condition 15(a). In addition, so long as the Notes are admitted to the Official List of the Irish Stock Exchange and to trading on its regulated market, and the rules of the Irish Stock Exchange so require, notices regarding the Notes will be notified to the Company Announcement Office of the Irish Stock Exchange.

(c) A copy of each notice given in accordance with this Condition 15 shall be provided to (for so long as the Notes of any class are listed on the Irish Stock Exchange) the Company Announcements Office of the Irish Stock Exchange, to Moody’s Investors Service Limited (“Moody’s”), Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. (“S&P”), and Fitch Ratings Ltd. (“Fitch”, together with S&P and Moody’s, the “Rating Agencies”) to which reference in these Conditions shall include any additional or replacement rating agency appointed by the Issuer, with the prior written approval of the Note Trustee, to provide a credit rating in respect of the Notes or any class thereof. For the avoidance of doubt, and unless the context otherwise requires, all references to “rating” and “ratings” in these Conditions shall be deemed to be references to the ratings assigned by the Rating Agencies.

(d) The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or to a class or category of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of
the stock exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

16. Privity of Contract

The Notes do not confer any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

17. Governing Law

The Note Trust Deed, the Deed of Charge and Assignment, the Agency Agreement, the other Transaction Documents (other than the German Security Agreement, the Dutch Security Agreement, the Swiss Security Agreement, the Issuer Corporate Services Agreement, the Asset Transfer Agreements (to the extent described below), the Swiss Senior Notes, the Swiss Issuer Corporate Services Agreement and the Exchange Agency Agreement) and the Notes are governed by English law. The German Security Agreement is governed by the laws of the Federal Republic of Germany. The Dutch Security Agreement is governed by the laws of The Netherlands. The Swiss Security Agreement, the Swiss Senior Notes and the Swiss Issuer Corporate Services Agreement are governed by the laws of Switzerland and the Issuer Corporate Services Agreement is governed by the laws of Ireland. The Swiss Security Transfer Agreement is governed by Swiss law. The Dutch Loan Sale Agreement and the German Loan Sale Agreement are governed by English law and the German Security Transfer Agreement is governed by German law. The Exchange Agency Agreement is governed by New York law.

18. U.S. Tax Treatment and Provision of Information

(a) It is the intention of the Issuer, each Noteholder and beneficial owner (“Owner”) of an interest in the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes that the Notes will be indebtedness of the Issuer for United States federal, state and local income and franchise tax purposes and for the purposes of any other United States federal, state and local tax imposed on or measured by income (the “Intended U.S. Tax Treatment”). To the extent applicable and absent a final determination to the contrary, the Issuer and each Noteholder and Owner, by acceptance of a Class A1 Note, Class A2 Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note or a beneficial interest therein, agree to treat such Notes, for purposes of United States federal, state and local income or franchise taxes and any other United States federal, state and local taxes imposed on or measured by income, in a manner consistent with the Intended U.S. Tax Treatment and to report the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on all applicable tax returns in a manner consistent with such treatment.

Because of the subordination and other features of the Class E Notes and Class F Notes (and to lesser extent, a more senior Class of Notes), there is a significant possibility that the Class E Notes and Class F Notes could be characterised as equity in the Issuer.

(b) For so long as any Notes remain outstanding and are “restricted securities” (as defined in Rule 144(a)(3) under the Securities Act), the Issuer shall, during any period in which it is neither subject to Section 13 or Section 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, furnish, at its expense, to any holder of, or Owner of an interest in, such Notes in connection with any resale thereof and to any prospective purchaser designated by such holder or Owner, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

19. Controlling Class

If the Controlling Party is the Controlling Class then the majority of persons by value who constitute the Controlling Class may by notice in writing to the Note Trustee, the Issuer Security Trustee, the Issuer Servicer, the Issuer Special Servicer, the Swiss Issuer Special Servicer appoint
not more than one Noteholder of such class to be their representative for the purposes of this Condition (each such person, an “Operating Adviser”).

Any Operating Adviser so appointed will have the rights set forth in the Issuer Servicing Agreements and/or the Swiss Issuer Servicing Agreement and/or the Dresdner Office Portfolio Servicing Agreement, as the case may be (together, the “Issuer Servicing Agreements”). Any Operating Adviser shall, unless instructed to the contrary in writing by the majority of persons who constitute the Controlling Class, be entitled in its sole discretion to exercise all of the rights given to it pursuant to the Issuer Servicing Agreements and the Swiss Issuer Servicing Agreement as it sees fit.

The appointment of any Operating Adviser shall not take effect until the Issuer Security Trustee notifies the Issuer Servicer and the Issuer Special Servicer and/or the Swiss Issuer Servicer and the Swiss Issuer Special Servicer (as applicable) in writing (attaching a copy of the relevant Extraordinary Resolution) of its appointment.

The Controlling Class may by Extraordinary Resolution (notified in writing to: (a) the Note Trustee and the Issuer Security Trustee; and (b) the Issuer Servicer, the Issuer Special Servicer and/or the Swiss Issuer Servicer and the Swiss Issuer Special Servicer and/or the Treveria II Facility Agent and the Treveria II Special Servicer (as applicable)) terminate the appointment of any Operating Adviser. Any Operating Adviser may retire by giving not less than 21 days’ notice in writing to: (a) the Noteholders of the Controlling Class (in accordance with the terms of Condition 15), the Note Trustee and the Issuer Security Trustee; and (b) the Issuer Servicer, the Issuer Special Servicer and/or the Swiss Issuer Servicer and the Swiss Issuer Special Servicer and/or the Treveria II Facility Agent and the Treveria II Special Servicer (as applicable).

Where:

“Controlling Class” means the most junior class of Notes (other than the Class X Notes) outstanding from time to time which meets the Controlling Class Test, provided that for so long as no class of Notes meets the Controlling Class Test, the Controlling Class shall mean the most junior class of Notes then outstanding.

A class of Notes shall meet the “Controlling Class Test” if at the relevant time it has a total Principal Amount Outstanding (after deducting any NAI Amounts) which is not less than 25 per cent. of the Principal Amount Outstanding of such class of Notes on the Closing Date and if no Class of Note has a Principal Amount Outstanding (after deducting NAI Amounts) that satisfies the requirements then the Controlling Class will be the most junior classes of Notes then outstanding.

Each Noteholder acknowledges and agrees, by its purchase of the Notes, that:

(a) the Operating Adviser may have special relationships and interests that conflict with those of the holders of one or more classes of the Notes;
(b) the Operating Adviser may act solely in the interests of the Controlling Class;
(c) the Operating Adviser does not have any duties to any Noteholders other than the Controlling Class;
(d) the Operating Adviser may take actions that favour the interests of the Noteholders of the Controlling Class over the interests of the other Noteholders;
(e) the Operating Adviser will not be deemed to have been negligent or reckless, or to have acted in bad faith or engaged in willful misconduct, by reason of its having acted solely in the interests of the Controlling Class; and
(f) the Operating Adviser will have no liability whatsoever for having acted solely in the interests of the Controlling Class, and no holder of any other class of Notes may take any action whatsoever against the Operating Adviser for having so acted.

20. Limited Recourse

The ability of the Issuer to meet its obligations under the Notes will depend primarily on payments received by it in respect of the Issuer Assets, the Liquidity Facility Agreement and under the Swap Agreements. In the event of non-payment, the only remedy for recovering amounts due on the Notes is through enforcement of the Issuer Security. If the Issuer Security is enforced, the proceeds of enforcement may be insufficient to pay all principal and interest due on the Notes, and neither the Note Trustee nor the Noteholders may take any further steps against the Issuer in
respect of amounts payable on the Notes and all such claims against the Issuer shall be extinguished and discharged.
CERTAIN MATTERS OF GERMAN LAW

This section summarises certain German law aspects and practices in force at the date hereof relating to the transactions described in this Offering Circular. It does not purport to be a complete analysis and should not, therefore, be treated as a substitute for comprehensive professional, legal and tax advice on the relevant matters, nor on any such issue which may be relevant in the context of this Offering Circular.

Introduction

Each of the German Loans shall (subject to completion, in certain circumstances, of registration requirements) be secured by commercial properties located in Germany, such security to be created and perfected under German law and the borrowers in respect of the German Loans (other than the borrowers in respect of the Jargo III Loan, the Jargo V Loan and the Edeka Retail Loan) are entities organised under German law. As such, the laws of Germany will impact upon the process by which the German Related Security is enforced. Further, the laws of Germany will determine how the insolvency of the German Borrowers (other than those German Borrowers which are not subject to German insolvency law) will affect the enforcement of the German Related Security.

Enforcement of the German Related Security

Enforcement of Mortgages

Pursuant to the German Compulsory Auction and Compulsory Administration of Immoveable Property Act (“ZVG”), enforcement of a mortgage under German law is effected either by way of:

(a) a compulsory sale of the mortgaged property; and/or
(b) a compulsory administration of such mortgaged property.

In the case of a compulsory sale, the court will effect the sale of the mortgaged property by way of a public auction. The leases relating to the property will continue during the enforcement procedure. Only the purchaser of the mortgaged property has a right to terminate all or any of the leases, provided that contractual or statutory termination rights are applicable, and always subject to any priority tenant easements which may have been registered in favour of the relevant tenants. The net proceeds of the sale of the mortgaged property (less certain enforcement costs and payment to certain categories of preferred creditors) will be applied to reimburse any amounts due and unpaid to the mortgagee pursuant to the terms of the mortgage. In normal circumstances, the entire auction and sale process may take at least one year or longer.

In a compulsory administration, which can be started immediately after attachment (Beschlagnahme) of the mortgaged property, the court will appoint an administrator (Zwangsverwalter) to administer such property on behalf of the mortgagee. The administrator is entitled to receive all income generated from the property including all rents and insurance claims. The administrator will collect the Rental Income and any proceeds from the mortgaged property on behalf of the mortgagee and apply the monies so collected, after having made payment to certain categories of preferred creditors, in the discharge of interest payments owed under the terms of the mortgage and any scheduled amortisation of principal thereunder.

Enforcement of Share/Limited Partnership Interest Pledges

Under German law, a pledge over shares is enforced by the pledgee selling the shares in a public auction. However, in relation to the shares of private companies or limited partnership interests, it is unlikely that the public auction route would be adopted. As an alternative, a private sale (freiändiger Verkauf) can be effected to enforce the relevant pledge with the prior consent of the pledgor.

Enforcement of Pledges on Receivables

Enforcement of a pledge of receivables (including monies standing to the credit of a bank account) under German law essentially involves self help on the part of the pledgee. The pledgee is, after the pledge has become enforceable, entitled to collect the pledged receivables from the underlying debtor and apply the receivables so collected in discharge of the secured debt.
Enforcement of Security Assignments of Receivables

Enforcement of receivables which have been assigned by way of security under German law essentially involves also self help on the part of the assignee. The assignee is, after the security assignment has become enforceable, entitled to collect the assigned receivables from the underlying debtor and apply the receivables so collected in discharge of the secured debt. However, once insolvency proceedings have been commenced with respect to the assignor, the assignee is barred from enforcing the receivables. The receivables will be collected by the insolvency administrator of the assignor. The insolvency administrator will have to pass on such collection (less fees and expenses) to the secured party.

Subordination

Under certain circumstances a financing bank, such as the German Originator or the Issuer after acquisition of the German Loans, may be excluded from demanding repayment of its claims against the Borrowers who are German limited liability companies or limited partnerships as an ordinary creditor, namely if it has a degree of control over the management of the company or partnership which brings it in a shareholder-like position.

If a shareholder of a German limited liability company (Gesellschaft mit beschränkter Haftung (a “GmbH”)) or German limited partnership (Kommanditgesellschaft (a “KG”)) has granted, extended or did not accelerate, when permitted, a loan to a GmbH or KG at the time when such GmbH’s or the general partner of the KG’s registered share capital is, in the opinion of a prudent merchant (ordentlicher Kaufmann), inadequate, then, in the event of financial crisis of such GmbH or KG and/or in insolvency proceedings over such GmbH’s or KG’s assets, the shareholder is, pursuant to § 32a of the German Limited Liability Company Act (“GmbH-Act”), barred from demanding repayment of such loan as an ordinary creditor. The same rule applies with respect to other payment claims of the shareholder against the GmbH or KG. In addition, § 32a GmbH-Act applies to loans which have been entered into before the onset of financial crisis, but have not been terminated upon the occurrence of the financial crisis (“Implied Continuation”). For the purpose of § 32a GmbH-Act a company or KG is deemed to be in a financial crisis if the company is either insolvent, i.e. over-indebted (überschuldet) or illiquid (zahlungsunfähig) or not creditworthy (nicht kreditwürdig), i.e. no third party would enter into loans/ leases with the company on market terms. The Federal High Court (Bundesgerichtshof) held in 1992 that a financing bank which had received the benefit of a pledge of the interest of the limited partner in a GmbH & Co. KG to which it had extended a loan, was subordinated with respect to its claim for repayment due to a combination of restrictive covenants, consent requirements, performance-based interest payments and security over typical shareholder rights such as dividend rights, participation rights in liquidation proceeds and proceeds from the sale of the company. In all circumstances (other than actions in bad faith) a termination of the German Loan Agreements prior to the financial crisis of a Borrower will avoid an Implied Continuation and thus the application of § 32a GmbH-Act.

Implications of Insolvency

Under German law, one of the three following alternative regimes may be adopted in the event of a debtor’s insolvency.

(a) Liquidation (Verwertung der Insolvenzmasse): In this case, the debtor’s assets are liquidated in order to pay the claims of its creditors. This is, therefore, an insolvency regime focused on satisfying the claims of creditors rather than the rehabilitation of the debtor;

(b) Insolvency plan (Insolvenzplan): In this case, the debtor is given temporary relief from its creditor’s claims in order that it may reorganise and rehabilitate its business pursuant to an insolvency plan agreed with the relevant creditors. This is, therefore, an insolvency regime focussed on rehabilitation of the debtor, rather than on distribution of the debtor’s assets; and

(c) Self-management (Eigenverwaltung): In this case, the debtor may reorganise and rehabilitate its business under the supervision of the creditors’ trustee (Sachwalter). This is, also, an insolvency regime focused on rehabilitation of the debtor, rather than on distribution of the debtor’s assets.

As a general rule (and subject to that which is set out in this Offering Circular), the secured creditors should not, insofar as their security interests are concerned and such security interests
have been validly created outside the applicable avoidance periods, be prejudiced by the commencement of any of the above insolvency proceedings against the debtor.

Transaction Avoidance under German law - *Insolvenzanfechtung*

Under German law, transactions entered into by a debtor before the onset of insolvency can be, under certain circumstances, set aside or invalidated by the insolvency administrator or, in the case of self-management procedure, the creditors’ trustees (Sachwalter).

Transactions (including the grant of security) can be set aside on several grounds (*Anfechtungsgründe*), which in some cases can be unrelated to fraud or any detriment to the creditors in respect of the transaction, subject to the transaction having been made within the relevant hardening period ranging from one month to 10 years before the commencement of insolvency proceedings (depending on the specific reason for the voiding of the transaction). More generally, any act or omission (*Handlung oder Unterlassung*) of the debtor or a third party is subject to a right of rescission (*Insolvenzanfechtung*) if such act or omission causes a detriment of the insolvency creditors.

The claim to void a transaction is time-barred (*Verjährung*) pursuant to the rules on regular limitation periods (*Regelmäßige Verjährung*) under the German Civil Code (*Bürgerliches Gesetzbuch*). Under normal circumstances, the regular limitation period for claims is three years and begins on the last day of the year during which such claim came into existence and either (a) the creditor becomes actually aware of the circumstances founding the claim and the identity of the relevant debtor, or (b) the creditor should have been aware of such facts in the absence of gross negligence.

### Statutory Rights of Tenants

In certain circumstances, a tenant of a property may have legal rights against its landlord that may delay the payment of rent, or reduce the amount of rent payable to the landlord, or which may impact upon the ability to remove a tenant from occupation in the event of its insolvency. German law provides for certain mandatory statutory rights for commercial tenants and residential tenants, relating particularly to rent adjustments, termination rights, eviction, rights to withhold rent in case of property defects and rights to restrict the ability of the landlord to pass on maintenance, renovation or repair obligations or costs to the tenants.

#### Adjustments of Rent

Automatic rent adjustment clauses are common in leases governed by German law. As a matter of principle, such clauses become effective once approved by the Federal Economics Office (*Bundesamt für Wirtschaft*) and are considered to be approved if the following conditions are fulfilled: (a) the revision of the rent is determined on the basis of a certain public price indices; (b) the lease must have a term of at least ten years; (c) the index action clause must benefit each party equally, allowing for upward and downward rent adjustments; and (d) the rent must not change out of proportion to the percentage change in the cost-of-living index. If an automatic rent adjustment clause is found invalid, the rent is not adjusted automatically, and the parties of the lease must try to find agreement on an adequate increase of the rent. There is no legal obligation to accept an increase after the entering into the Loan Agreements.

#### Term Leases under German Law

With respect to lease agreements governed by German law and which have been entered into for a specified term, German law provides that such agreements must be made in writing and must be fixed together in order to be valid term leases. If the written form requirement has not been complied with any such lease agreement will be deemed to be a lease for an indefinite term, and the relevant lessee will be entitled, under statutory law, to terminate such lease at its discretion subject to the statutory notice periods.

### Termination of Rental Agreements

#### Termination of Lease by the Tenant

The rights of a tenant to surrender a lease prior to its contractual term depend on the respective agreement and on the individual circumstances.
In particular, under German law, a clause which restricts the rights of a tenant to terminate a lease may be invalid if it is part of the lessor’s standard terms and conditions, but this depends on the specific clause and its wording.

Generally, under German law, the statutory rights of residential tenants tend to be wider than those of commercial tenants, because of special legislation applying to residential tenancies. Insofar as the relevant leased space in the current transaction is concerned, the majority of the space is commercial space, however, there is also some multi-family space. The following sets out the rules applying to commercial leases and refers to the rules that apply to residential leases only where this is relevant.

**Contract Period**

If a tenancy agreement specifies an expiry date, the tenancy will terminate on the specified date.

If a tenancy agreement does not specify an expiry date or has been entered into for an indefinite period, it can be terminated by the tenant at any time subject to the notice periods set out in the lease agreement or, if the lease agreement does not provide for notice periods, such period as specified under German law. A commercial lease that has been entered into for an indefinite term can be terminated by the tenant at the latest on the third working day of a calendar quarter with effect as of the end of the next following calendar quarter. Special notice periods apply to residential leases where the tenant is, generally, under mandatory rules of law always entitled to terminate the lease at the latest on the third working day of a calendar month with effect as of the end of the second following calendar month. Special rules apply to certain, non-standard types of residential leases.

A tenancy agreement for a term longer than one year must be in writing, otherwise the tenant is entitled to terminate such agreement subject to the statutory notice periods. Even if both the offer and acceptance of a lease for a specified time were in written form, the contract may not be deemed to be in writing if the period between offer and acceptance is deemed to be too long. In this case, the acceptance is seen as a new offer which has been accepted by using the property and paying and accepting rent. A lease so created would be deemed to be for an indefinite term, even if a specific lease period is specified in the contract. So far, there is uncertainty about the maximum permissible period between offer and acceptance, since the relevant court decisions differ from each other. Regarding the lease agreements in respect of the German Properties, no investigation as to whether the lease agreements were signed by the landlord and the tenants on the same day or whether a certain period of time lapsed between signing by the landlord and signing by the tenant was undertaken. Accordingly, no statement can be made as to whether any lease agreement entered into with respect to the German Properties will be deemed to be for an indefinite term.

In respect of residential leases, the provision of a limited term is only allowed where the landlord either (a) requires the space after such time for its family, (b) has the intention to materially change or destroy such space, or (c) intends to lease such space to its employees after the termination of the term. Where none of the above scenarios applies, any provision as to the length of the tenancy is invalid and the lease can be terminated by the tenant at any time. However, in respect of residential leases concluded before 1st September, 2001 (in principle, but with some exemptions) a provision of a limited term is valid even if the landlord does not require the space for the purposes set out above. Therefore, such contracts will terminate on the specified date. However, the tenant has the right to demand an extension of the contract if (a) the landlord does not have a legitimate interest to terminate the contract, (b) the contracting period was longer than five years, (c) the landlord does not require the space after such time for its family, (d) the landlord does not have the intention to materially change or destroy such space, (e) the landlord does not intend to lease such space to its employees or if the landlord did not notify the tenant of his intentions at the time the agreement was concluded. If a contract concluded before 1st September, 2001 includes an option to extend the contract after the specified termination date, the tenant may either exercise his option or demand an extension due to the above mentioned reasons. If such an agreement includes a provision for automatic extension, it will be extended if no notice of termination is given by either party. Regarding the German Properties, most of the residential leases fall under the scope of the law in force prior to 1st September, 2001.

A commercial lease agreement will also terminate if the agreement includes an option to extend the contract period, but the option is not exercised.
If the tenant uses the property after the termination date and neither tenant nor lessor expressly state within two weeks following such termination date that the contract shall not be extended, the contract will be extended for an indefinite period. Such an extension for an indefinite period may be expressly excluded in the contract.

**Notice of Termination**

A lease for an indefinite term may be terminated by either party by serving a notice of termination. In case of commercial leases, the notice of termination does not have to follow a prescribed form, unless otherwise agreed. In the case of residential leases, notice of termination must be in writing.

A notice of termination must be given by the third working day of a quarter for the next quarter in the case of commercial premises. This applies irrespective of the term of the tenancy to be effective. In the case of residential leases, the notice period is three months, and the notice must be served by the third working day of the first month. If the notice of termination specifies a termination date that does not comply with German law, the notice of termination is not deemed to be invalid, but instead the notice period will be extended to achieve compliance.

In the case of (a) tenancy agreements which validly specify a period of time for the lease, (b) agreements with a valid option to extend the contract, (c) an agreement that validly excludes the right for contractual notice of dismissal or (d) if a long period of notice has been validly agreed, German law may provide for special rights of termination as set out below.

Where a property has been occupied under the same lease for 30 years, calculated from the date on which the premises were contractually let to the tenant, either party may terminate the lease by giving the statutory notice, unless the lease was concluded for a lifetime. This special right of termination of the contract does not apply where occupation in excess of 30 years is due to options for extension having been exercised. In cases of a voluntary extension of a formerly determinable contract, the 30 year period begins with the date of extension.

If the tenant dies, the lease can be terminated by giving one month’s notice calculated as of the day of death, the day of knowledge of the death or the day on which the beneficiary gained knowledge of the inheritance. This also applies in respect of the death of the personally liable partner of a limited partnership or a general commercial partnership. This special right of termination may be excluded by contract.

In the case of business premises, the lessor is not obliged to accept subletting. If the lessor does not consent to a tenant’s request to permit subletting, the tenant may terminate the headlease subject to the statutory notice period, unless there is good cause against the third party (wichtiger Grund in dritter Person), e.g. a substantial change in the use of the property, frequent change in (sub-) tenants, etc. This termination right may be excluded by contract. However, neither subletting nor the termination rights may be excluded by standard terms and conditions if a definitive lease term is specified.

The tenant may also terminate the contract upon two months’ notice if the landlord intends to undertake refurbishments, but the tenant has an obligation to tolerate such refurbishments, as long as such refurbishments have only minimal impact on the premises.

**Extraordinary Notice of Cancellation**

There are certain circumstances under German law in which a tenant may terminate the tenancy agreement with immediate effect. Some of these circumstances are statutory, others are based on case law. The relevant court decisions in this respect are always in reference to the individual circumstances of the case and largely reflect a compromise between conflicting interests. Therefore, the different reasons for termination as set out below may not apply in all circumstances.

Extraordinary cancellation rights have been granted in the following circumstances:

(a) where the lessor does not grant use of the property or does not allow (or no longer allows) the property to be used;

(b) subject to a remedial period, where a rented property is in a condition that is unacceptable with respect to the contractual purpose;

(c) where a health hazard affects the rented property such as intolerable odours, noise level, etc.;
(d) in some cases, on part of the tenant, where the landlord has given an extraordinary notice of cancellation without good cause;

(e) where the tenant is forced to terminate business operations due to personal or economic reasons; and

(f) in rare cases, where the lease contract is frustrated.

Cancellation Agreement

The parties to a tenancy agreement are always free to negotiate a cancellation agreement and to end a contract without complying with legal or contractual notice periods.

Liquidation of a Corporation

The dissolution of a corporation with subsequent cancellation of entry into the commercial registry terminates the tenancy agreement.

Termination by Way of Administrative Act

The tenancy agreement may be terminated by way of administrative order if the real estate is situated in a reallocation area, in case of expropriation or where realising the aims and purposes of redevelopment in a formally designated redevelopment area, requires the termination of a tenancy agreement.

Termination in an Insolvency of the Tenant

If insolvency proceedings have been commenced with respect to the tenant, the insolvency administrator may at any time terminate the lease agreement applying the statutory notice periods, even if the property is a commercial property and the lease has been entered into for a specified period of time.

Eviction of Tenant

If a tenant defaults on its rent payments for two months, the landlord may give notice of termination of the lease. The landlord can also apply for a court order to evict the tenant from the property. The tenant has the right to object to the eviction process and appeal against any judgment if eviction would cause an “unsustainable hardship” for the tenant (usually not the case with commercial property). The tenant can stay in the property until a court order for eviction is obtained. If the tenant does not leave the property after an eviction notice is served on him, bailiffs may be used to evict him. The enforcement procedure may take between one and two years.

Environmental Laws

Under German law, liability for the rehabilitation of a particular property lies with, among others: (a) any person who caused harmful change to the soil (Handlungsstörer) and such person’s universal successor (Gesamtrechtsnachfolger); (b) the owner of the property (Zustandsstörer) and, under certain conditions, the former owner; and (c) the party exercising actual control over the property. Any of such persons can be held liable by the competent public authorities for the soil and/or groundwater investigation monitoring and clean-up.

As a matter of principle, a mortgagee in respect of a mortgage over a contaminated property is not liable for the soil and/or groundwater investigations or clean-up of the mortgaged property prior to the enforcement of the mortgage. In addition, as the mortgagee does not take possession of a property upon enforcement of the mortgage, it is generally considered unlikely that a mortgagee would incur a liability upon enforcement. However, if the public authority has cleaned up the property, any unpaid expenses due to such public authority will rank ahead of the secured creditor’s claim.

Zoning

German law provides for detailed regulations on the procedures and circumstances under which land can be developed. The Federal Building Act (Baugesetzbuch) defines the competences on federal, state and municipal level to ensure a resourceful use of the land and a well-structured settlement policy. Among the key principles included in this statute are the conservative utilisation of the land and the limitation of an expansion of housing development areas.

In the context of municipal planning, the zoning activities are generally coordinated and harmonized. The utilisation planning is based on the municipal zoning law and lays down the
permitted use of the land for everybody. A binding separation between a building zone and a non-
building zone is made and the modalities of use are laid down in the utilisation or zoning plans.
Construction activities are generally only allowed in construction zones and are subject to
authorization by the body designated by the respective state law. Depending on the type of
building and depending on the relevant state law, it is a requirement for obtaining a construction
permit that buildings and facilities are in accordance with the purpose of the utilisation plan and
that the land is already developed as well as suitable and permitted for building activities.

Building Law

In Germany, legislative and regulatory competency for public building law lies with authorities
at federal, state and municipal level. The actual building regulations are enacted by the 16 states
and applied by municipal or district building authorities. This has resulted in 16 different state
building statutes.

Public building law contains on the one hand, material construction rules, especially those
about basic requirements of buildings and facilities, as well as admissible utilisations of land, and
on the other hand formal rules which regulate the construction procedures.

Any breach of zoning or building laws may lead to a prohibition to use the relevant building,
an order to change the construction, an order to destroy the building or any other appropriate
orders.

Hereditary Building Rights

Hereditary building rights (Erbbaurechte) ("HBRs") are rights created by the holder of the full
title to the relevant real estate (the "Real Estate Owner") in favour of itself or a third party (the
"HBR Holder") and grant the relevant HBR Holder the in rem property right to maintain a building
on or below the surface of the relevant real estate.

HBRs are created by registering the HBR in the relevant special section for HBRs of the
relevant land registry against payment by the relevant HBR Holder of a one-off payment or periodic
rental payment (Erbbauzins). The obligation to pay rentals can be registered as charge on the
HBR. In addition to such payment obligations, the agreement creating the HBR may provide for a
number of obligations attaching to the HBR which would be registered in the land registry and
would be obligations of each current or future HBR Holder (for example, an obligation to erect and
maintain the relevant building, to insure the building, to pay public charges attaching to the real
estate, pre-emption rights and other obligations).

In general, HBRs are created for a certain period of time. Often, extension options are also
included and registered in the HBR section of the land registry. In principle, HBRs cannot be
terminated unilaterally by the Real Estate Owner prior to the end of the term of the HBR, but the
HBR can provide that it is to be transferred by the HBR Holder to the Real Estate Owner upon the
occurrence of certain predefined events (Heimfallanspruch). The agreement creating the HBR
normally provides that, compensation is payable upon the occurrence of such events and that the
amount of such compensation will depend upon the time period that the HBR has been in effect.
The same applies upon the termination of the HBR upon the expiry of the term of the HBR. If the
agreement creating the HBR does not provide for an explicit compensation scheme, the HBR
Holder will have a statutory right to receive an appropriate (angemessene) compensation for the
building. The sum an HBR Holder may claim for the building depends on its fair market value at
the time of reversion (Heimfall) or expiry of term and depends on the value of the building, the
realisation value of the HBR and the value of the right to use the land for the Real Estate Owner.

In lieu of paying compensation to the HBR Holder upon expiry of the term of the HBR, the
Real Estate Owner may, prior to the termination of such right, grant the HBR Holder an HBR for
the whole period the building is likely to exist on the land (Standdauer). If the HBR Holder refuses
to accept such an extension of the HBR, it would lose its compensation claim.

HBRs can be used as security by creating a mortgage over the relevant HBR. The agreement
creating the HBR may, however, provide that the consent of the Real Estate Owner is required: (a)
to create the relevant mortgage on the HBR; and (b) to dispose of the hereditary building rights in
an enforcement of the relevant mortgage through auction proceedings or otherwise.

If a required consent for the creation of a mortgage on the HBR is not granted, the relevant
mortgage on the HBR will not be registered in the land register and, therefore, will not come into
existence. However, in case of such refusal, the relevant HBR Holder may initiate court
proceedings to seek a court order to replace the Real Estate Owner’s consent to the mortgage with the consent of the court based on a need for legal relief. There may be some delay in obtaining such order and there can be no assurance that a court will make an order replacing the relevant Real Estate Owner’s consent with that of the court. Furthermore, such consent might only be granted with respect to a mortgage that complies with orderly economical behaviour (ordnungsgemäße Wirtschaft) and that has a nominal value that is materially lower than the value of the HBR as determined in the valuation.

In order to enforce a mortgage granted over an HBR by way of compulsory sale (Zwangsversteigerung) of the relevant HBR, the additional (express) consent to such enforcement by way of compulsory sale will need to be obtained from the relevant Real Estate Owner if the agreement creating the HBR requires the consent of the Real Estate Owner to a sale of the HBR. The absence of such consent to enforcement by way of compulsory sale can result in a delay of several months in the enforcement process in respect of the relevant HBR and may in some circumstances prevent enforcement altogether, unless a court judgement is obtained. However, where the relevant Real Estate Owner withholds its consent without good cause, the mortgage holder can apply to court allowing the enforcement by way of compulsory sale of the HBR. The court will make such order if it can be established, among other things, that such consent to enforcement is necessary in the circumstances and the contemplated acquirer of the HBR is reliable and able and willing to comply with the obligations arising from the HBR.

**Liability for VAT**

The German Loan Agreements typically provide for the relevant Borrower to pass on VAT received from tenants to the competent fiscal authorities and to report to the relevant lender on tax matters regularly. If a Borrower failed to account for VAT to the competent fiscal authorities in breach of this obligation, there is a risk that, pursuant to Sec. 13c of the German VAT Code (Umsatzsteuergesetz), the German Security Trustee as the holder of assets such as the assigned rental claims may become subject to a liability to account for and pay VAT paid by tenants to the Borrower, but not passed on by the Borrower to the competent fiscal authorities, until (a) the German Security Trustee becomes aware of such breach, and (b) the tenants are notified to pay and actually pay rent and VAT directly to the German Security Trustee. In such event, the German Security Trustee would be entitled to be indemnified from the assets charged to it which would reduce the assets available to meet the relevant Borrower’s obligations in respect of the relevant Loan.

If 95 per cent or more of the interests in a partnership which owns German real estate are transferred directly or indirectly to new partners within a period of 5 years real estate transfer tax is triggered at the level of the partnership. The tax base is calculated according to the German Valuation Tax Act (Bewertungsgesetz). The tax rate is 3.5 per cent. The German Loan Agreements typically provide for the partners not to transfer their interests in a Borrower. However, if they violate such obligation and transfer their partnership interests in a Borrower real estate transfer tax is triggered if the requirements set out above are met. If the parent or grandparent of a partner of a Borrower transfers its shares or interests in the affiliate entity which indirectly holds an interest in a Borrower (being a partnership), real estate transfer tax is triggered if the above described requirements are met.

**Certain rights of partners in limited partnerships**

In respect of the Borrowers that are limited liability partnerships organised under German law, a limited partner is generally entitled to freely leave the partnership or dispose of its interest in the partnership, unless otherwise agreed in the partnership agreement establishing the partnership. Upon terminating its partnership interest, the terminating partner would, in principle, have a compensation claim against the partnership and the remaining partners for that interest. Any derogation from such general entitlement by the partners is subject to the general principles of German law on partnerships, which may, in certain circumstances, have the effect of voiding a restriction on a partner's ability to dispose of its partnership interest or leave the partnership.

Whilst these rules apply to any German partnership, attention is drawn to the Justizzentrum Borrower, which is organised as a limited partnership with 137 limited partners. A provision in the partnership agreement restricts the limited partners from terminating their partnership interests before 31st December, 2016. In addition, under the terms of the Justizzentrum Loan Agreement, it
is an event of default, if a limited partner holding 10 per cent. or more partnership interest in the
Justizzentrum Borrower disposes of or terminates his partnership interest.
CERTAIN MATTERS OF SWISS LAW

This section summarises certain Swiss law aspects and practices in force at the date of this Offering Circular relating to the transactions described in this Offering Circular. It does not purport to be a complete analysis and should not, therefore, be treated as a substitute for comprehensive professional, legal and tax advice on the relevant matters, nor on any such issue which may be relevant in the context of this Offering Circular.

Introduction

The Swiss Loans are secured by commercial properties located in Switzerland, pursuant to security interests created and perfected under the laws of Switzerland and the Borrowers in respect of the Swiss Loans are entities organised under the laws of Switzerland and Luxembourg. In addition, the Swiss Loans are secured by a pledge of shares governed by the laws of Switzerland and Luxembourg. As such, the laws of Switzerland and Luxembourg will impact upon the process by which the Swiss Related Security is enforced. Further, the laws of Switzerland and Luxembourg will determine how the insolvency of the Swiss Borrowers will affect the enforcement of the Swiss Related Security and the extraction of value from the Swiss Related Security.

Enforcement of the Swiss Related Security

Mortgages

Under Swiss law, enforcement of a mortgage essentially involves the following steps:

(a) an introductory phase (Einleitungsverfahren): in order to start enforcement proceedings, the mortgagee must file a petition with the relevant enforcement office (Betreibungsamt) requesting the enforcement of the mortgage. A writ requesting payment of the unpaid sum is served on the mortgagor providing a minimum of six months deadline for payment; and

(b) after the expiry of the deadline mentioned above, the mortgagee must file a petition (Verwertungsbegehren) with the relevant enforcement office requesting forced sale of the mortgaged property on the basis of its market value. The sale of the property is usually carried out by way of a public auction.

Under normal circumstances, the enforcement of a mortgage created and perfected in Switzerland takes from 10 to 20 months, with a minimum delay of six months during the introductory phase.

Enforcement of Security Assignments

Enforcement of security assignment under Swiss law essentially involves self-help on the part of the assignee. The secured creditor is, after the security assignment has become enforceable, entitled to collect the assigned receivables from the underlying debtor and apply the receivables as so collected in discharge of the secured debt.

Enforcement of Pledges governed by Swiss law

The enforcement of pledged shares may be carried out either by way of public auction by the enforcement authority or upon receipt of approval of all involved parties by the private sale of the shares by the pledgee itself (Freihandverkauf).

Should the proceeds resulting from the auction or the sale of the pledged shares not cover the entire claim of the pledgee, the pledgee as creditor obtains a certificate of loss (Pfandausfallschein) entitling it to initiate bankruptcy proceedings against the pledgor in order to achieve the realisation of other assets of the pledgor.

Implications of Insolvency

The bankruptcy and insolvency provisions in Swiss Law are encompassed in the Swiss Federal Debt Enforcement and Bankruptcy Law of 11th April 1889, which was substantially revised in 1997 (the “DEBL”). As its name indicates, the DEBL codifies the law with respect to enforcement procedures and insolvency procedures.

If the debtor is not a Swiss entity incorporated in Switzerland or does not have a branch (Geschäftsnienerlassung) registered in the Commercial Register (Handelsregister) in Switzerland, the Swiss court will not have jurisdiction to commence insolvency proceedings against such debtor,
except in the case where the debtor has formally designated a special domicile (Spezialdomizil) in Switzerland.

The Borrower in respect of the Emmen Wohncentre Loan does not have a special domicile in Switzerland at the date of this Offering Circular. Therefore, such Borrower is not subject to Swiss insolvency law.

The Borrower in respect of the Emmen Wohncentre Loan is incorporated in Luxembourg and, as such, will be subject to insolvency laws of Luxembourg.

A Swiss court will give effect to the judgment opening the commencement of the insolvency proceedings in Luxembourg, at the request of an appropriate insolvency administrator its equivalent in Luxembourg or a secured creditor, provided that the following conditions are met under Swiss law:

(a) the judgment opening the proceedings must be enforceable in Luxembourg;
(b) the legal effect of the judgment opening the proceedings is not contrary to Swiss public policy;
(c) the judgment opening the proceedings against the debtor is not a default judgment, where the defendant was not duly summoned or not given due time to arrange his defence; and
(d) a Luxembourg court, as applicable, would accept to apply a Swiss judgment in respect of the opening of insolvency proceedings against the assets of a debtor, which are located in Luxembourg.

Note that in these circumstances, there is no guarantee that these conditions would be satisfied as a matter of Luxembourg law.

**Statutory Rights of Tenants**

In certain circumstances, a tenant of a property may have legal rights enforceable against its landlord that may delay the payment of rent, or reduce the amount of rent payable, to the landlord, or which may impact upon the ability to remove a tenant from occupation in the event of its insolvency.

**Overview**

Swiss Tenancy Law for multi-family and commercial property is governed by Art. 253 ff. of the Swiss Code of Obligations (“CO”) and the Ordinance on Tenancy for Multi-family and Commercial Property. With regard to restrictions on rents, rent increases and terminations of rental agreements, Swiss law affords substantial protection to tenants.

Rental agreements are generally recorded in writing although there is no legal requirement to do so. It is customary practice to rely on standard rental agreements, such as those distributed by professional bodies such as the Swiss Association of Tenants or the Swiss Association of Houseowners. The parties to a rental agreement may agree to have it recorded in the land register. When a rental agreement has been registered, any subsequent owner of the property is required to give effect to that agreement notwithstanding the fact that it restricts the owner’s own use of the property.

Tenants are considered to be in possession of the multi-family and commercial property and therefore have a right to claim the rules protecting the possessor laid down in the Swiss Civil Code. Thus, they can fend off bothersome/interfering emissions (noise, orders) in an adequate manner and banish unauthorised persons from their premises.

Rent for multi-family and commercial property is usually against payment and may either be concluded for an indefinite or a fixed term between the landlord and the tenant.

**Rent/Operating Expenses**

The tenant owes the landlord a rent for the use of the rented property. With regard to the fixing and the adjustment of the rent there are special legal restrictions imposed by Swiss law.

Swiss tenancy law introduced the principle of “unfair rent”, which limits the landlord’s freedom in determining the initial rent and subsequently in increasing the rent to reflect any change in circumstances. Rents are viewed as abusive and unfair if a landlord makes an excessive profit on the rental of the leased property or if the validly calculated rent results from an obviously increased
rent or if the rent exceeds those rents which are common in that particular region or multi-family quarters.

Rents are not considered as “unfair” if an increase of the costs or added services by the landlord is justified or if the rent is within the scope of those rents that are common in that particular region or multi-family quarter. An example for an increase of costs is the rise of mortgage rates, charges, building rates, insurance premium and maintenance costs. Added services contain investments for value adding improvements, enlargement of the leased object and additional services. Furthermore, adjustments of the rent due to a balance of the price rise on risk capital are not abusive. However, the rent may only be increased up to 40 per cent. (maximum) of the increase in the Swiss Consumer Price Index (“CPI”) issued monthly by the Federal Office of Statistics. Regarding newer buildings the rents may be within the scope of the cost-covering gross rate of return. If the net yield does not exceed the average interest rates for first mortgages of the large Swiss banks by more than half a per cent, the profit resulting form it is considered to be fair and is therefore not abusive.

Certain operating expenses relating to the use of the leased property have to be paid separately by the tenant, to the extent he or she has specifically agreed to with the landlord. They include, but are not restricted to, heating, hot water and other operating costs (i.e. garbage removal, charges for waste water facilities, operation and servicing of lifts, etc) as well as public charges. However, certain overhead expenses, such as repair and modernisation of the heating system and the hot water reprocessing plant as well as their interest rate and deduction may never be passed on to the tenant. If requested by the tenant, the landlord is required to provide the tenant with an opportunity to inspect the original documentary evidence of the operating expenses actually incurred since the required operating expenses may not exceed the actually incurred expenses.

Occupational tenancies will usually contain provisions for the relevant tenant to make a contribution towards the cost of maintaining common areas calculated with reference, among other things, to the size of the premises demised by the relevant tenancy and the amount of use which such tenant is reasonably likely to make of the common areas. The contribution forms part of the service charge payable to the landlord (in addition to the principal rent) in accordance with the terms of the relevant tenancy.

The liability of the landlord in each case to provide the relevant services is, however, not always conditional upon all such contributions being made and consequently any failure by any tenant to pay the service charge contribution on the due date or at all would oblige the landlord to make good the shortfall from its own monies. The landlord would also need to pay from its own monies service charge contributions in respect of any vacant units and seek to recover any shortfall from the defaulting tenant using any or all of the remedies that the landlord has under the lease to recover outstanding sums.

Adjustments of Rent

A landlord has the right to increase rents due to an increase of costs or added services at any time on the next possible termination period.

An indexation of the rent which is common practice with rental agreements of commercial property is valid if the rental agreement has been concluded for a fixed term (at least five years) and if the adjustments are in line with movements in the CPI.

In order to protect the landlord’s investment from any adverse effect by inflation and if the rental agreement has been concluded for a fixed term, the rent may be increased during the term only when the parties have so agreed and by one of two methods, depending on the period of the term. For terms of five years or more, the rent may be adjusted in line with movements in the CPI and for terms of three years, the rent may be adjusted incrementally, as and if previously determined in the rental agreement.

A landlord must inform the tenant about any rent increase at least 10 days before the applicable notice period using a special form (approved by the canton). Any rent increase has to be justified. The formal requirements, which also apply to the indexed and periodic increases, are very strict and a failure to comply with these requirements leads to voidness of the rent increase.

A tenant has a right to challenge the initial rent, an increased rent or the notice of termination.
Termination of Rental Agreements

Rental agreements without a fixed term may be terminated by giving notice within the applicable notice period. The law prescribes different minimum notice periods for different types of rented properties: (a) six months for commercial properties; (b) three months for multi-family properties and (c) two weeks for furnished rooms, separately leased garage spaces or similar properties. These notice periods may be extended but not shortened. If the parties do not comply with the notice periods or notice dates, the notice is effective on the next possible date.

The existence of a profound breach of duty by a party may lead to a summary dismissal of the rental agreement regardless whether it was concluded for a fixed or unfixed term.

If there is a violation of the principle of utmost good faith, a tenant may challenge a notice of termination served by the landlord up to 30 days after its receipt. The Swiss CO contains a non-exclusive list of challenge grounds, i.e. if the termination is based on titles which the tenant has against the landlord resulting from the rental agreement or if the landlord changes the rental agreement to the detriment of the tenant or if the landlord enforces a rent adjustment by notice of termination.

If the tenant and his or her family suffers material hardship as a result of the termination, which is not justified by the interests of the landlord, the tenant has the right to request an extension of the rental agreement within 30 days following receipt of the notice of termination. In case of commercial property the competent authority may grant extension of the rental agreement for up to six years. Fixed term rental agreements extensions are possible in general but are in fact very rare.

Property Law

General

Ownership is the most comprehensive legal title with respect to real property. It gives the owner the right to use real property, the right to dispose of it and the right to fend any wrongful action. As a right of domain it is absolute and applies to everybody (erga omnes). Ownership of land stretches upwards and downwards from the airspace to the ground, as long as there is an interest in the use of the property. Under the reserve of legal limits, it covers all buildings and plants as well as springs. The borders are indicated by the cadastral register and the boundaries of the real estate itself.

Ownership of real property is usually established through the execution of a public deed and subsequent registration in the appropriate public land register. The deed must be notarised and must contain all of the essential elements of the transaction, including without limitation, the identity of the contracting parties, a description of the property being transferred, the purchase price and all other material terms.

Real property can be held in the form of individual ownership, joint ownership or co-ownership. Joint ownership is based on any underlying community relationship either by operation of law or by contract, such as marriage or inheritance, whereas co-ownership is based on an express or implied agreement of the co-owners without an underlying community relationship. Each co-owner owns a share of the real property that can be sold or pledged and can be seized by its creditors. Under joint ownership, however, each of the owners has the right of ownership in the whole real property and the ownership rights, such as the right to sell and pledge, cannot be exercised over the common property except with the consent of all the joint owners.

Restrictions of Real Property

The right of property cannot be exercised without limitation. There are legal barriers in private and public law. Under private law the limitation on ownership deals with neighbourhood affairs. For example, the property owner must refrain from actions which have a massive impact on the property of the neighbour. Every property owner has to refrain from causing harmful, unjustified actions through smoke, soot, noise or vibration. Aside from the private law barriers, there are numerous public law restrictions. Furthermore, restraints on disposal of the real estate can be agreed upon at the detriment of the owner of real estate or even stipulated by law.

Limited Rights in Rem

In contrast to ownership, the limited rights in rem give to the beneficiary of such rights only a limited power. As regards real property, Swiss law mainly provides for three different types of
limited rights *in rem*: (a) property liens, (b) servitudes, and (c) ground leases only the first two categories are of practical relevance, and so will be described.

(a) Property liens are limited rights *in rem*. Its purpose is to ensure a certain claim with the value of a real property and it bestows the right to the creditor to obtain the proceeds from the sale of the real property if the claim is not amortised/redeemed at the agreed time. Property liens may arise either by law or by contract. The contractual property lien is established by registration in the appropriate land register based upon a notarized agreement between the creditor and the estate owner. However, the estate owner can register a property lien on his or her request without concluding a mortgage agreement. Property liens which come into existence by law do not require a mortgage agreement.

Under Swiss law, there are three main types of property liens: (i) the mortgage assignment, which serves as collateral for a loan, (ii) the land charge certificate, which sets forth the value of a real property, and (iii) the mortgage note, which serves both purposes. The land charge certificate and the mortgage note, but not the mortgage assignment, are defined as securities within the meaning of the CO. The existence of property liens will be registered in the appropriate land register.

(b) A servitude is a burden imposed on real property for the benefit of another real property, requiring the owner of a servient real property to accept certain acts of interference by the owner of the dominant real property. A difference is drawn between personal easement and servitude. In the case of a personal easement the right on the entire real property belongs to a natural person or legal entity, while the servitude promotes a special parcel of land. A servitude is either established by law or by written contract. For example, the Swiss Civil Code, imposes the duty on every property owner to allow the conveyance of fresh and waste water, gas and electricity. If the servitude is in the form of a written agreement, it must be registered in the file of the relevant property in the land register. The loss or termination of a servitude results from cancellation of the respective entry in the land register, as well as from the complete loss of the burdened or entitled property.

### Environmental Laws

**Zoning**

Swiss law provides for detailed regulations on the procedures and circumstances under which land can be developed. The Federal Zoning Statute defines the competences on federal, cantonal and municipal level to ensure a resourceful use of the land and a well-structured settlement policy. Among the key principles included in this statute are the conservative utilisation of the land and the limitation of an expansion of housing development areas.

In the context of cantonal planning, the zoning activities are generally coordinated and harmonized. The utilisation planning is based on the cantonal zoning law and lays down the utilisation of the land for everybody. A binding separation between a building zone and a non-building zone is made and the possibilities of use are laid down in the utilisation or zoning plans. A further distinction is made between building, agricultural and protection zones. Construction activities are generally only allowed in construction zones and are subject to authorization by the body designated by the respective Canton. With the exception of some area-bound buildings, it is a necessary requirement in order to obtain a construction permit that buildings and facilities are in accordance with the purpose of the utilisation plan and that the land is already developed as well as suitable and necessary for building activities.

**Building Law**

In the context of public building law, the Swiss authorities at federal, cantonal and municipal level are provided with regulatory competences. The actual building regulations are enacted by the Cantons and applied by local building authorities. This has resulted in 26 different cantonal zoning statutes. The building law rules at federal level, which are supplemented by the cantonal statutes, only focus on selected aspects and may be found in different laws such as the Federal Zoning Statute and the Federal Statute on Environment Protection as well as in the accompanying Ordinances. The municipal building law is also of importance. It is enacted by the municipality based on its right of municipal autonomy.
The freedom to build, which is derived from the right of freedom of having property and other constitutional rights, is restricted by rules of public building law. The public building law contains on the one hand, material construction rules, especially those about basic requirements of buildings and facilities, as well as admissible utilisations of land, and on the other hand formal rules which regulate the constructional procedures.

Environment

The jurisdiction to enact environmental laws and regulations is split between the cantons and the federal authorities. The execution of the laws is mainly observed by the cantons. The key statute within the body of environmental laws is the Federal Statute on Environmental Protection, which was enacted in 1983. This statute contains the following key concepts of Swiss environmental law: (a) the principal of prevention; (b) the principal of sustainability; (c) the polluter pays principle; (d) the principle of cooperation and (e) the principle of coordination.

According to the principle of prevention, early preventative measures must be taken at the source of the pollution to limit effects, which can become harmful or troublesome. Closely linked to the principle of prevention is the principle of sustainability, which demands while using resources nature's power of regeneration should be taken into consideration. According to the polluter-pays principle, the polluter must pay the costs of measures taken pursuant to the protection of the environment. According to the principle of cooperation, authorities and private parties must work together towards the goal of protecting the environment. Ultimately, the principle of coordination plays an important role in procedural law.

Contaminated Sites

If the soil of a real estate is contaminated, the Federal Statute on Environmental Protection declares that place a contaminated site. All sites contaminated by waste have to be cleaned up if they cause harmful or disagreeable effects or if there is a concrete risk that such effects will occur. The polluter of the contaminated sites must pay the costs of the clean up. If several polluters or real property owners are involved, the restoration costs are allocated according to the individual responsibilities. The owner of a contaminated site is only liable for costs incurred if it cannot be proved that: (a) even if exercising due diligence the owner could not have been aware of the contamination, (b) the owner did not benefit from the contamination and (c) the owner does not benefit from restoration/the clean up.

The Federal Statute on Environmental Protection requires the cantons to compile a register of potentially contaminated sites, which is open to the public for inspections. Thus, it should be ensured that in future cases of use of those contaminated sites the access to the relevant information is provided.

Taxation

Federal Withholding Tax and Stamp Duty

Effective and constructive dividends

A 35 per cent. Swiss federal withholding tax is levied on effective or constructive dividend distributions made by a Swiss resident legal entity to its shareholders or any person related to its shareholders. Dividends distributed by the Swiss Issuer will be subject to the 35 per cent. Swiss federal withholding tax.

In order to avoid interest payments made by the Swiss Issuer on the Swiss Senior Notes being re-characterised as constructive dividend distributions triggering the 35 per cent. Swiss federal withholding tax, care must be taken that the Swiss Issuer and its shareholders are and remain unrelated to the Issuer and its shareholder and, as a consequence thereof, that the Swiss thin capitalisation rules do not apply. There is no such connection.

Collective debt fund raisings

A 35 per cent. Swiss federal withholding tax is levied on interest payments made on instruments of collective debt fund raisings issued by a Swiss resident legal entity or a foreign resident legal entity registered in a Swiss Register of Commerce. A Swiss federal issuance stamp duty of 0.12 per cent. per each full or partial year (in relation to “bonds”, “Anleihensobligationen”) or 0.06 per cent. per each full or partial year (in relation to cash debentures “Kassenobligationen”) is triggered on the principal at the issuance of an instrument of collective debt fund raisings by a Swiss resident legal entity or a foreign resident legal entity registered in a Swiss Register of Commerce.
Commerce. A collective debt fund raising exists as a matter of Swiss law, if a Swiss resident legal entity or a foreign legal entity registered in a Swiss Register of Commerce is issuing (a) debt instruments (Anleihensobligationen) having identical terms and conditions to more than 10 non-bank creditors or (b) debt instruments, on a continuous basis, having different terms and conditions to more than 20 non-bank creditors (so-called “cash debentures” (Kassenobligationen)) and, in each of the two cases, the aggregate outstanding loan amount is at least CHF 500,000.

In order to avoid that a collective debt fund raising with the associated Swiss federal withholding tax and Swiss federal issuance stamp duty consequences is given, care must be taken that the number of non-bank creditors to the Swiss Issuer is restricted accordingly.

Special Federal and Cantonal Interest Withholdings on Mortgaged Loans

Interest payments on loans secured by a mortgage, a mortgage note or other rights in rem on real estate located in Switzerland are subject to a special federal and cantonal (state) withholding tax if such interest payments are made to a lender which is not a Swiss resident or is not maintaining a Swiss permanent establishment to which such interest payments are attributable. In general, the aggregate federal and cantonal special withholding tax rate is between 17 per cent. and 23 per cent. depending on the canton where the relevant real estate is located. If the non-Swiss resident lender is eligible for the benefits of a double tax treaty concluded with Switzerland, such special interest withholding may be reduced at source to the applicable treaty rate or even eliminated.

Since the Swiss Loans have been acquired by the Swiss Issuer, and the Swiss Issuer issues unsecured debt obligations, no such tax should be payable.

Swiss Federal Income Tax and Cantonal Income and Capital Tax

The Swiss Issuer is a Swiss tax resident for purposes of the Swiss federal and cantonal income tax and the cantonal capital tax.

In order to ensure that all or a portion of the interest paid by the Swiss Issuer on the Swiss Senior Notes is not re-characterised as constructive dividends which cannot be deducted from the tax base for income tax purposes and that all or a portion of the funds received by the Swiss Issuer under the Swiss Senior Notes may be considered as constructive equity for capital tax purposes, care must be taken that the Issuer and its shareholder are and remain unrelated to the Swiss Issuer and its shareholders and, as a consequence thereof, that no such re-characterisations may occur.

For further information about Swiss tax, see “The Swiss Issuer and the Swiss Notes – Tax” at page 118.
CERTAIN MATTERS OF LUXEMBOURG LAW

This section summarises certain Luxembourg law aspects and practices in force at the date hereof relating to the transactions described in this Offering Circular. It does not purport to be a complete analysis and should not, therefore, be treated as a substitute for comprehensive professional, legal and tax advice on the relevant matters, nor on any such issue which may be relevant in the context of this Offering Circular.

Introduction

The Borrowers in respect of the Edeka Retail Loan, the Emmen Wohncentre Loan, the Lübeck Retail Loan, the Jargo III Loan and the Jargo V Loan are organised under Luxembourg law. As such, the laws of Luxembourg will impact upon the process by which the Related Security granted by such Borrowers is enforced. Further, the laws of Luxembourg will determine how the insolvency of such Borrowers will affect the enforcement of the relevant Related Security.

Enforcement of Pledges governed by Luxembourg law

The enforcement of a pledge of shares which are not listed on a regulated market may be carried out in the following ways as provided for by Luxembourg law of 5th August, 2005 on financial collateral arrangements. The pledgee may:

(a) appropriate the shares at a price determined by the agreed upon valuation method;

(b) assign, or cause to be assigned, the shares by private sale in a commercially reasonable manner (conditions commerciales normale), by sale over a stock exchange or by public auction; or

(c) cause a judgment to be issued ordering that the pledgee retain the shares as payment up to the amount of the pledgee’s claim, in accordance with an expert valuation.

In normal circumstances, the public auction procedure usually takes approximately two months. Obtaining a judgment from a competent court may take several months.

Implication of Insolvency

Luxembourg courts will have jurisdiction to commence insolvency proceedings against any of the Borrowers that have their principal place of business in Luxembourg (which, failing evidence to the contrary, is deemed to be the place of their registered office) and shall apply Luxembourg insolvency law dealing with the insolvency of such Borrower.

Under Luxembourg law, a company is insolvent (en faillite) when it is unable to meet its current liabilities and when its creditworthiness is impaired.

The insolvent debtor, any unpaid creditor or the public prosecutor may file a request to commence insolvency proceedings.

(a) The insolvent debtor is required to file a request for the commencement of an insolvency proceeding with the relevant court within one month of the date on which the debtor becomes insolvent (cessation des paiements), that is when the debtor is unable to meet its current liabilities.

(b) Any unpaid creditor may file a request to commence insolvency proceedings against a debtor. The creditor must prove that the debtor is actually unable to meet its current liabilities.

(c) The court may also commence insolvency proceedings on its own motion when it has evidence that a debtor is insolvent.

In all three cases, a judgment will open the insolvency proceedings, which are intended to lead to a liquidation of the debtor. When a court orders the opening of insolvency proceedings, the court will appoint a receiver who will investigate the affairs of the debtor and manage its business during the insolvency proceedings. The receiver will also conduct the liquidation of the debtor under the supervision of the competent court.

In addition to insolvency proceedings, when a debtor finds itself in financial difficulties but is not yet insolvent, it can seek to benefit from pre-insolvency proceedings known as “controlled management” (gestion contrôlée) and “suspension of payments” (suspension des payments). Both
arrangements will usually include stays in respect of payments or waivers of debts and suspend any enforcement measures carried out by a relevant secured creditor.

**Transaction Avoidance under Luxembourg law**

Certain transactions made by a company during the period from the date of cessation of payments (*cessation des paiements*) (which date can be fixed at any time up to 6 months prior to the date of the order declaring the opening of the insolvency) or ten days prior to that date up to the date the court declared the commencement of insolvency proceedings (the period is known as the **suspect period** (*période suspecte*)) could be set aside or invalidated.

These include in particular payments of debts before they are due as well as mortgages and charges granted by the debtor to secure previous debts.

The court may also declare null and void any transaction entered into by the debtor after the deemed insolvency date, if it is proved that the other party had actual knowledge that the debtor was insolvent when it entered into such transaction or if a transaction was entered into to defraud other creditors’ rights whether before or after the deemed insolvency date.

The above provisions on voidable transactions do not apply to pledge agreements governed by the Luxembourg law of 5th August, 2005 on financial collateral arrangements.
CERTAIN MATTERS OF DUTCH LAW

Introduction

The Dutch Loan is secured by commercial properties located in The Netherlands, pursuant to security interests created and perfected under Dutch law. As such, the laws of The Netherlands will impact upon the process by which the Dutch Related Security is enforced.

Enforcement of Mortgages under Dutch Law

Under Dutch law, the enforcement of a mortgage over real property is, as a general rule, effected by way of a public auction undertaken before a civil law notary. Unless otherwise agreed, the mortgagor is obliged to notify the mortgagee and any other persons who may be involved, of the fact that it wishes to enforce the mortgage by way of a public auction. Following this notification, the notary will proceed to set the date, time and place of the auction, at which the mortgaged property will be sold to the highest bidder.

From a timing perspective, there are certain relevant limitations to take into account under Dutch law in respect of the foreclosure procedure of a right of mortgage over real property. In addition to the possible mandatory “cool-off” period, which is described further below, the following periods apply which cannot be waived: It is common practice in The Netherlands that a foreclosure procedure is organised and managed by a Dutch civil law notary, in front of whom the property or properties will also be transferred. Under Dutch law this transfer can only occur by notarial deed. Prior to a public sale, a notice will have to be sent announcing the foreclosure sale to the security provider and any other security holders. This notice has to be sent by a court bailiff, containing the proposed date of the public sale, the amount of the outstanding secured obligations and the name of the notary who organises the public sale. There must be a period of 30 days between the proposed date of the public sale and the date of the notice. In practice, this period will take 6 to 8 weeks (subject to special circumstances). In this period either the mortgagee or the mortgagor (in the case of the Dutch Loan, only the mortgagee) could request the Dutch preliminary relief judge to approve a private sale of the mortgaged property. If such request is rejected a new date for the public foreclosure sale will have to be set within a period of 14 days. This would however cause a further delay. If there is furthermore a dispute in respect of the application of the foreclosure proceeds, further delays could occur due to the fact that in that case, as with respect to the allocation of foreclosure proceeds of rights of pledge, a statutory allocation procedure will have to be followed.

The sale may only take the form of a private sale with the prior approval of a preliminary relief judge. When asking the preliminary relief judge’s approval the security holder will have to make clear that a private sale would result in higher foreclosure proceeds than a public sale and that there are no other parties who are likely to offer a better price under similar circumstances. The court approval is discretionary but is likely to be granted if the proceeds of the private sale are likely to be higher than the proceeds that would have been received if the assets were sold at a public auction.

Enforcement of Pledges of Receivables under Dutch Law

Under Dutch law, a pledge of receivables (including, in the context of the Dutch Loan, rental receivables arising under occupational leases) may take one of two forms:

(a) a disclosed right of pledge (openbaar pandrecht), which is, as the terminology suggests, a pledge which is notified to the underlying debtor) or

(b) an undisclosed right of pledge (stil pandrecht), which is, as the terminology suggests, a pledge which is not notified to the underlying debtor.

For an undisclosed pledge, registration of the pledge is required with the Division, Large Enterprises of the Tax Authorities in The Netherlands, for the purposes of establishing the priority of the pledge.

A pledge of receivables is only effective if the pledgor has the power to dispose of the receivables at the time they are pledged. This limits the ability of a debtor to pledge in advance receivables arising in the future. If the pledgor is insolvent once the receivables actually arise, the pledgor will not have the right to dispose of the receivables and the receivables will therefore not be subject to the pledge.

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A pledge of receivables can be foreclosed upon under Dutch law by way of collection (inning) of the related payment either through:

(a) in respect of undisclosed rights of pledge, a notification of the account debtor of these receivables of such rights of pledge; or

(b) in respect of disclosed rights of pledge, termination of the authorisation that may have been given by the pledgee to the pledgor to collect payment of these rights and receivables, after which the account debtor can only discharge its obligations by paying to or to the order of the pledgee.

An alternative way to enforce these security rights would be to sell these rights and receivables in a foreclosure sale. This sale must take the form of a public sale unless the approval of the Dutch preliminary relief judge is obtained for a private sale to occur, which could cause delay. Furthermore, if there is a dispute in respect of the application of the foreclosure proceeds, a delay could occur due to the fact that in that case a statutory allocation procedure will have to be followed. When asking the preliminary relief judge’s approval the security holder will have to make clear that the private sale would result in higher foreclosure proceeds than a public sale and that there are no other parties who are likely to offer a better price under similar conditions. However, a foreclosure of security rights on rights and receivables by way of a foreclosure sale is not very common in The Netherlands.

From a timing perspective there are no relevant limitations under Dutch law in respect of the foreclosure procedure of a right of pledge whether by way of collection or by way of a foreclosure sale of the rights and receivables over which such right of pledge is established other than the possible mandatory “cool-off” period, which is further described below.

**Implications of Insolvency**

Dutch law recognises two types of insolvency proceeding:

(a) suspension of payments (surseance van betaling). In this form of insolvency proceeding, the debtor is given temporary relief from its creditors’ claims in order that it may reorganise and rehabilitate its business. This is, therefore, an insolvency regime focussed on rehabilitation of the debtor; and

(b) bankruptcy (faillissement). In this form of insolvency proceeding, the debtor’s assets are liquidated in order to pay the claims of its creditors. This is, therefore, an insolvency regime focussed on satisfying the claims of creditors rather than the rehabilitation of the debtor.

As a general rule, a suspension of payments only affects unsecured creditors, and to that extent, secured creditors should not, as a matter of Dutch law, be prejudiced by the commencement of either form of insolvency proceeding. However, a secured creditor may be prejudiced if, in the context of a bankruptcy or a suspension of payments in certain respects, the most important of which are:

(i) in respect of rights of pledge over rights and receivables, payments received by the security provider prior to notification of the account debtor of these rights and receivables of such rights of pledge or termination of the authorisation given by the security holder to the security provider to collect payment of these rights and receivables after bankruptcy or moratorium of payments of the security provider will be part of the bankrupt estate of the security provider, albeit that the security holder will be entitled to such amounts by preference after deduction of general bankruptcy costs (algemene faillissementskosten);

(ii) a mandatory “cool-off” period may apply in case of bankruptcy or moratorium of payments of the security provider in each case of up to a maximum period of four months (and if bankruptcy immediately follows a suspension of payments, this period may be a maximum of eight months), which, if applicable, would delay the exercise of the security rights (the authority to collect any rights and receivables by the security holder would not be delayed or affected by the “cool-off” period); and

(iii) the security holder may be obliged to enforce its security rights within a reasonable period as determined by the judge-commissioner (rechter-commissaris) appointed by the court in case of bankruptcy of the security provider. If the security holder, however, fails
to do so within such reasonable period of time, the receiver may sell the assets himself in the manner provided for in the Dutch Bankruptcy Code. In the latter case, the security holder will still be entitled to any proceeds of such foreclosure by preference but only after deduction of general bankruptcy costs and subject to the satisfaction of higher-ranking claims of creditors.

Dutch law recognises the principle that, under certain circumstances, transactions entered into by a debtor prior to the onset of insolvency can be set aside or invalidated. Such avoidance may occur as a result of an *actio pauliana*, which is a transaction avoidance theory under Dutch law.

For there to be an *actio pauliana* in respect of voluntary legal acts by a debtor, the following conditions must be satisfied:

(a) there must be a legal act by the debtor;
(b) that legal act must have been conducted by the debtor voluntarily;
(c) as a consequence of the relevant legal act, the other creditors of the debtor must suffer prejudice;
(d) the debtor must have knowledge of the prejudice to which other creditors are exposed; and
(e) in the event that the debtor receives any consideration for performing the legal act, the debtor’s counterparty in respect of that act must also have knowledge of the prejudice to other creditors.

For there to be an *actio pauliana* in respect of obligatory (as opposed to voluntary) legal acts by a debtor, the following conditions must be satisfied:

(a) there must be a legal act by the debtor;
(b) the performance of such legal act by the debtor must be obligatory;
(c) as a consequence of the relevant legal act, the other creditors of the debtor must suffer prejudice;
(d) the person receiving the payment must know that the insolvency of the debtor had been requested or the payment resulted from the conspiracy between the debtor and the person receiving the payment aimed at preferring the interest of that person over the interests of other creditors of the debtor.
CERTAIN MATTERS OF JERSEY LAW

Introduction

The Borrower in respect of the Rubicon Nike Loan is a company incorporated under Jersey law acting in its capacity as a trustee of a Jersey law unit trust. The Rubicon Nike Unit Trust is also established under Jersey law. As such, the laws of Jersey will impact upon the process by which the Dutch Related Security in respect of the Rubicon Nike Loan is enforced.

Trustees and insolvency under Jersey Law

Where a Jersey company acts as a trustee of a trust governed by the laws of Jersey (a "Jersey trust"), its rights and obligations are affected by the Trusts Law and the law of trusts in Jersey (which is similar but not identical to the law of trusts in England).

Liability of a trustee of a Jersey trust for its obligations under a contract may be limited to the assets comprised in the trust funds of such trust regardless that the governing law of such contract was not the law of Jersey. This may apply whether proceedings are brought directly in the Jersey Courts, or enforcement of a judgment obtained outside Jersey is sought to be enforced in the Jersey Courts. Article 32 of the Trusts Law provides as follows:

(1) Where a trustee is a party to any transaction or matter affecting the trust:

(a) if the other party knows that the trustee is acting as trustee, any claim by the other party shall be against the trustee as trustee and shall extend only to the trust property;

(b) if the other party does not know that the trustee is acting as trustee, any claim by the other party may be made against the trustee personally (though, without prejudice to his or her personal liability, the trustee shall have a right of recourse to the trust property by way of indemnity).

(2) Paragraph (1) shall not affect any liability the trustee may have for breach of trust.

On this basis, where the liabilities of a trustee of a trust exceed the assets comprised in the Jersey trust, such liabilities may not be fully recoverable. It also common practice for documents entered into by trustees of a Jersey trust to contain language limiting recourse to the trust assets.

The assets of a Jersey trust are separate from the personal assets of the trustee; where a trustee becomes personally insolvent, its personal creditors have no right or claim against any trust property (Article 54(1)(b) of the Trusts Law). However, where a person who is a trustee is the subject of a declaration of désastre, he must submit his resignation forthwith.

A Jersey trust is not a separate legal person but acts through its trustee. The insolvency procedures set out in the Companies (Jersey) Law 1991 (the "Companies Law") and the Bankruptcy (Désastre) (Jersey) Law 1990 (the "Désastre Law"), relate to the insolvency of a legal person. There are no equivalent statutory provisions relating to an insolvent Jersey trust. In particular, the property of a trust cannot be the subject of a declaration of désastre, or be subject to the Désastre Law generally, as only a person may be a debtor under the Désastre Law. Also, as a Jersey trust is not a company under the Companies Law, the provisions of the Companies Law will not apply. Therefore, the provisions in the Désastre Law and the Companies Law relating to insolvency procedures (including transactions at an undervalue, preferences, disclaimer of onerous property and extortionate credit transactions) will not be applicable to a Jersey trust. Where the assets of a Jersey trust are less than its liabilities (because of distributions made or otherwise) and the trust is unable to pay its debts, it is likely that a trustee would apply to the Royal Court for directions as to how the trust assets should be distributed as no other insolvency procedure would apply.

Enforcement of security interests over shares and units under Jersey Law

With respect to the security interests over shares in the Rubicon Nike Borrower and the units in the Rubicon Nike Unit Trust, the enforcement or realisation rights permitted under Jersey law are limited to the power of sale. Upon the occurrence of an event of default (as defined in the relevant security agreement), the secured party may exercise the power of sale over such collateral and apply the sale proceeds in accordance with the provisions of Article 8 of the Security Interests (Jersey) Law 1983 (which includes a) an obligation on the secured party to take all reasonable steps to ensure that the sale is made within a reasonable time and for a price
corresponding to open market value and b) provisions as to the order of application of the proceeds of the sale). The Security Interests (Jersey) Law 1983 does not allow for the secured party to take title to such collateral absolutely or to transfer the collateral to itself in settlement of the secured obligations. Further, the Security Interests (Jersey) Law 1983 provides that such power of sale can only be exercised once the secured party has served notice on the debtor specifying the event of default and, where such default is capable of remedy, requiring the debtor to remedy it. In cases where the event of default is capable of remedy, the secured party cannot exercise the statutory power of sale until the expiry of a 14 day period following the service of such notice. There is no Jersey case law as to the enforceability of contracted provisions which seek to extend or override the statutory power of sale referred to in Article 8 of the Security Interests (Jersey) Law 1983 and it is not certain as to whether the Jersey Courts would uphold such provisions. However, certain rights, such as voting rights on shares and units, remain exercisable by the grantor of the security pending an event of default under the relevant document, and, following the occurrence of such an event of default, these rights would become exercisable by the Issuer in accordance with the enforcement provisions under the security agreements without the need to enforce against or realise the security over the relevant secured assets.

Pursuant to the terms of the security interest agreements granted by the shareholders in the Rubicon Nike Borrower and the Rubicon Nike Unit Trust Unitholders (as the case may be) in favour of the Dutch Security Trustee or, from the Closing Date, the Issuer, upon the occurrence of an event of default under the Rubicon Nike Loan Agreement, the Dutch Security Trustee or, from the Closing Date, the Issuer, has the power to sell the shares in the Rubicon Nike Borrower and the units in the Rubicon Nike Unit Trust, without having to apply to the Royal Court for authority to do so.
USE OF PROCEEDS

The net proceeds from the issue of the Notes (excluding the proceeds from the issue of the Class X Notes which will be paid into the Class X Account) will be approximately €1,038,770,978 and this sum will be applied by the Issuer towards:

(a) payment of €67,762,500 to the Dutch Originator as consideration for the purchase of the Dutch Loan and Dutch Related Security on the Closing Date pursuant to the Dutch Loan Sale Agreement;

(b) payment of €827,670,099 to the German Originators as consideration for the purchase of the German Loans and related German Related Security on the Closing Date pursuant to the German Asset Transfer Agreements; and

(c) payment of CHF228,407,679 to the Swiss Issuer as the subscription price for the Swiss Senior Notes pursuant to the Swiss Senior Note Subscription Agreement.
FEES AND EXPENSES

Fees and expenses relating to the application for admission of the Notes to trading on the regulated market of the Irish Stock Exchange are expected to be approximately €20,000.
IRISH TAXATION

Ireland Taxation

The following is a summary based on the laws and practices currently in force in Ireland regarding the tax position of investors beneficially owning their Notes and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding Notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Prospective investors should be aware that the anticipated tax treatment in Ireland summarised below may change.

Taxation of the Issuer

In general, companies resident in Ireland for the purposes of Irish tax must pay corporation tax on their income at the rate of 12.5 percent. in relation to trading income and at the rate of 25 per cent. in relation to income that is not income from a trade. However, Section 110 of the Taxes Consolidation Act 1997 of Ireland, as amended (“TCA 1997”) provides for special treatment in relation to qualifying companies. A qualifying company means a company:

(a) which is resident in Ireland;
(b) which either acquires qualifying assets from a person, holds, manages or both holds and manages qualifying assets as a result of an arrangement with another person, or has entered into a legally enforceable arrangement with another person which itself constitutes a qualifying asset;
(c) which carries on in Ireland a business of holding qualifying assets or managing qualifying assets or both;
(d) which, apart from activities ancillary to that business, carries on no other activities;
(e) which has notified an authorised officer of the Revenue Commissioners of Ireland (the “Revenue Commissioners”) in the prescribed format that it is or intends to be such a qualifying company; and
(f) the market value of all qualifying assets held or managed by the company or the market value of all qualifying assets in respect of which the company has entered into legally enforceable arrangements is not less than €10,000,000 on the day on which the qualifying assets are first acquired, first held, or a legally enforceable arrangement in respect of the qualifying assets is entered into (which is itself a qualifying asset), but a company shall not be a qualifying company if any transaction is carried out by it otherwise than by way of a bargain made at arms length apart from where that transaction is the payment of consideration for the use of principal (other than where that consideration is paid to certain companies within the charge of Irish corporation tax as part of a scheme of tax avoidance).

A qualifying asset is a financial asset or an interest in a financial asset.

If a company is a qualifying company for the purpose of Section 110 TCA 1997 (“Section 110”), then profits arising from its activities shall be chargeable to corporation tax under Case III of Schedule D (which is applicable to non-trading income) at a rate of 25 per cent. However, for that purpose those profits shall be computed in accordance with the provisions applicable to Case I of the Schedule (which is applicable to trading income). On this basis and on the basis that the interest on the Notes:

(a) does not represent more than a reasonable commercial return on the principal outstanding and it is not dependant on the results of the company's business; or
(b) is not paid to certain companies within the charge of Irish corporation tax as part of a scheme of tax avoidance;

then the interest in respect of the Notes issued will be deductible in determining the taxable profits of the company.
Stamp Duty

If the Issuer is a qualifying company within the meaning of Section 110 (and it is expected that the Issuer will be such a qualifying company) no Irish stamp duty will be payable on either the issue or transfer of the Notes, provided that the money raised by the issue of the Notes is used in the course of the Issuer’s business.

Taxation of Noteholders – Income Tax

In general, persons who are resident in Ireland are liable to Irish taxation on their world-wide income whereas persons who are not resident in Ireland are only liable to Irish taxation on their Irish source income. All persons are under a statutory obligation to account for Irish tax on a self-assessment basis and there is no requirement for the Revenue Commissioners to issue or raise an assessment.

Interest paid and discounts realised on the Notes may be regarded as having an Irish source and therefore interest earned and discounts realised on such Notes may be regarded as Irish source income. Accordingly, pursuant to general Irish tax rules, a non-Irish resident person in receipt of such income would be technically liable to Irish income tax (and levies if received by an individual) subject to the provisions of any applicable double tax treaty. Ireland has currently 44 double tax treaties in effect (see “Withholding Taxes” below) and the majority of them exempt interest (which sometimes includes discounts) from Irish tax when received by a resident of the other jurisdiction. Credit is available for any Irish tax withheld from income on account of the related income tax liability. Companies that are not resident in Ireland for the purposes of Irish tax, where the income is not attributable to a branch or agency of the company in Ireland, are subject to income tax at the standard rate. Therefore any withholding tax suffered should be equal to and in satisfaction of the full income tax liability (Companies that are not resident in Ireland for the purposes of Irish tax operating in Ireland through a branch or agency of the company in Ireland to which the income is attributable would be subject to Irish corporation tax).

There is an exemption from Irish income tax under Section 198 TCA 1997 in certain circumstances.

These circumstances include:

(a) where interest is paid by a qualifying company within the meaning of Section 110 to a person that is resident in an EU Member State (other than Ireland) or is a resident of a territory with which Ireland has a double tax treaty that is in effect, under the terms of that treaty;

(b) where interest is paid by a company to a person that is resident in an EU Member State (other than Ireland) or is a resident of a territory with which Ireland has a double tax treaty that is in effect, under the terms of that treaty that is in effect, and the interest is exempt from withholding tax because it is paid on a quoted Eurobond (see “Withholding Taxes” below);

(c) where the interest is paid by a company in the ordinary course of its trade or business and the recipient of the interest is a company that is resident in an EU Member State (other than Ireland) or that is a resident of a territory with which Ireland has a double tax treaty that is in effect, under the terms of that treaty.

Interest on the Notes which does not fall within the above exemptions and discounts realised are within the charge to Irish income tax to the extent that a double tax treaty that is in effect does not exempt the interest or discount. However it is understood that the Revenue Commissioners have, in the past, operated a practice (as a consequence of the absence of a collection mechanism rather than adopted policy) whereby no action will be taken to pursue any liability to such Irish tax in respect of persons who are regarded as not being resident in Ireland except where such persons:

(i) are chargeable in the name of a person (including a trustee) or in the name of an agent or branch in Ireland having the management or control of the interest; or

(ii) seek to claim relief and/or repayment of tax deducted at source in respect of taxed income from Irish sources; or

(iii) are chargeable to Irish corporation tax on the income of an Irish branch or agency or to income tax on the profits of a trade carried on in Ireland to which the interest is attributable.
There can be no assurance that the Revenue Commissioners will apply this practice in the case of the holders of Notes and, as mentioned above, there is a statutory obligation to account for Irish tax on a self-assessment basis and there is no requirement for the Revenue Commissioners to issue or raise an assessment.

Withholding Taxes

In general, withholding tax at the rate of 20 per cent. must be deducted from payments of yearly interest that are within the charge to Irish tax, which would include those made by an Irish resident company such as the Issuer. However, Section 64 TCA 1997 provides for the payment of interest in respect of quoted Eurobonds without deduction of tax in certain circumstances. A “quoted Eurobond” is defined in Section 64 TCA 1997 as a security which:

(a) is issued by a company;
(b) is quoted on a recognised stock exchange (the Irish Stock Exchange is a recognised stock exchange for this purpose); and
(c) carries a right to interest.

There is no obligation to withhold tax on quoted Eurobonds where:
(a) the person by or through whom the payment is made is not in Ireland; or
(b) the payment is made by or through a person in Ireland, and

(A) the quoted Eurobond is held in a recognised clearing system (Euroclear and Clearstream, Luxembourg and DTC are recognised clearing systems for this purpose); or

(B) the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made an appropriate declaration to this effect.

As the Notes to be issued by the Issuer will qualify as quoted Eurobonds, and as they will be held in Euroclear and Clearstream, Luxembourg, the payment of interest in respect of such Notes should be capable of being made without withholding tax, regardless of where the Noteholder is resident.

Separately, Section 246 TCA 1997 (“Section 246”) provides certain exemptions from this general obligation to withhold tax. Section 246 provides an exemption in respect of interest payments made by a qualifying company within the meaning of Section 110 to a person resident in a relevant territory except where that person is a company and the interest is paid to the company in connection with a trade or business carried on in Ireland by that company through a branch or agency. Also Section 246 provides an exemption in respect of interest payments made by a company in the ordinary course of business carried on by it to a company resident in a relevant territory except where the interest is paid to the company in connection with a trade or business carried on in Ireland by that company through a branch or agency. A relevant territory for this purpose is an EU Member State, other than Ireland, or not being such a Member State, a territory with which Ireland has entered into a double tax treaty that is in effect. As of the Closing Date, Ireland has entered into a double tax treaty with each of Australia, Austria, Belgium, Bulgaria, Canada, Chile (signed but not yet in effect), China, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Israel, India, Italy, Japan, Korea (Rep. of), Latvia, Lithuania, Luxembourg, Malaysia, Mexico, The Netherlands, New Zealand, Norway, Pakistan, Poland, Portugal, Romania, Russia, the Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, the United Kingdom, the United States of America and Zambia. New treaties with Argentina, Egypt, Kuwait, Malta, Morocco, Tunisia, Turkey, Ukraine and Vietnam are in the course of being negotiated.

Discounts realised on the Notes will not be subject to Irish withholding tax.

Encashment Tax

Interest on any Note which qualifies for exemption from withholding tax on interest as a quoted Eurobond (see above) realised or collected by an agent in Ireland on behalf of any Noteholder will be subject to a withholding at the standard rate of Irish income tax (currently 20 per cent.). This is unless the beneficial owner of the Note that is entitled to the interest is not resident in Ireland and makes a declaration in the required form. This is provided that such interest is not
deemed, under the provisions of Irish tax legislation, to be the income of another person that is resident in Ireland for the purposes of Irish tax.

Capital Gains Tax

A holder of a Note will not be subject to Irish taxes on capital gains provided that such holder is neither resident nor ordinarily resident in Ireland and such holder does not have an enterprise, or an interest in an enterprise, which carries on business in Ireland through a branch or agency or a permanent establishment to which or to whom the Notes are attributable.

Capital Acquisitions Tax

If the Notes are comprised in a gift or inheritance taken from an Irish resident or ordinarily resident disponer or if the disponer's successor is resident or ordinarily resident in Ireland, or if any of the Notes are regarded as property situate in Ireland, the disponer's successor (primarily), or the disponer, may be liable to Irish capital acquisitions tax. The Notes, being registered Notes, would be regarded as property situate in Ireland if the principal register of the Notes is maintained in Ireland. Accordingly, if, while the principal register of the Notes is maintained in Ireland, such Notes are comprised in a gift or inheritance, the disponer's successor (primarily), or the disponer, may be liable to Irish capital acquisitions tax, even though the disponer or the disponer's successor may not be domiciled in Ireland.

For the purposes of capital acquisitions tax, under current legislation a non-Irish domiciled person will not be treated as resident or ordinarily resident in Ireland for the purposes of the applicable legislation except where that person has been resident in Ireland for the purposes of Irish tax for the 5 consecutive years of assessment immediately preceding the year of assessment in which the date of the gift or inheritance falls.

Value Added Tax

The provision of financial services is an exempt transaction for Irish Value Added Tax (“Irish VAT”) purposes. Accordingly, in general the Issuer should not be entitled to recover Irish VAT suffered.

EU Directive on the Taxation of Savings Income

On 3rd June, 2003, the European Council of Economics and Finance Ministers adopted the European Union Council Directive 2003/48/EC on the taxation of savings income (“EU Directive”). The Directive has been enacted into Irish legislation. Where any person in the course of a business or profession carried on in Ireland makes an interest payment to, or secures an interest payment for the immediate benefit of, the beneficial owner of that interest, where that beneficial owner is an individual, that person must, in accordance with the methods prescribed in the legislation, establish the identity and residence of that beneficial owner. Where such a person makes such a payment to a “residual entity” then that interest payment is a “deemed interest payment” of the “residual entity” for the purpose of this legislation. A “residual entity”, in relation to “deemed interest payments”, must, in accordance with the methods prescribed in the legislation, establish the identity and residence of the beneficial owners of the interest payments received that are comprised in the “deemed interest payments”.

“Residual entity” means a person or undertaking established in Ireland or in another Member State or in an “associated territory” to which an interest payment is made for the benefit of a beneficial owner that is an individual, unless that person or undertaking is within the charge to corporation tax or a tax corresponding to corporation tax, or it has, in the prescribed format for the purposes of this legislation, elected to be treated in the same manner as an undertaking for collective investment in transferable securities within the meaning of the UCITS Directive 85/611/EEC, or it is such an entity or it is an equivalent entity established in an “associated territory”, or it is a legal person (not being an individual) other than certain Finnish or Swedish legal persons that are excluded from the exemption from this definition in the Directive.

Procedures relating to the reporting of details of payments of interest (or similar income) made by any person in the course of a business or profession carried on in Ireland, to beneficial owners that are individuals or to residual entities resident in another Member State or an “associated territory” and procedures relating to the reporting of details of deemed interest payments made by residual entities where the beneficial owner is an individual resident in another Member State or an “associated territory”, apply in Ireland. For the purposes of these paragraphs
“associated territory” means Aruba, The Netherlands Antilles, Jersey, Gibraltar, Guernsey, the Isle of Man, Anguilla, the British Virgin Islands, the Cayman Islands, Andorra, Liechtenstein, Monaco, San Marino, the Swiss Confederation, Montserrat and the Turks and Caicos Islands.
CIRCULAR 230 NOTICE

Any discussion of United States federal tax issues (including federal income tax and ERISA issues) set forth in this Offering Circular was written in connection with the promotion and marketing by the Issuer, Arrangers and Managers of the transactions described in this Offering Circular. Such discussion was not intended or written to be legal or tax advice to any person and was not intended or written to be used, and it cannot be used, by any person for the purpose of avoiding any United States federal tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax adviser.

UNITED STATES TAXATION

The following is a summary of certain United States federal income tax considerations for original purchasers of the Notes that use the accrual method of accounting for United States federal income tax purposes and that hold the Notes as capital assets. This summary does not discuss all aspects of United States federal income taxation that might be important to particular investors in light of their individual investment circumstances, such as investors subject to special tax rules (e.g., financial institutions, insurance companies, tax-exempt institutions, dealers or traders in stocks, securities or currencies, regulated investment companies, persons that will hold Notes as part of a “hedging” or “conversion” transaction, non-United States persons engaged in a trade or business within the United States or persons the functional currency of which is not the United States dollar). In particular, investors not using the accrual method of accounting for United States federal income tax purposes may be subject to special rules not described herein. In addition, this summary does not discuss any non-United States, state, or local tax considerations. This summary is based on the Internal Revenue Code of 1986, as amended (the “Code”), and administrative and judicial authorities, all as in effect on the date hereof and all of which are subject to change, possibly on a retroactive basis. Prospective investors should consult their tax advisers regarding the federal, state, local, and non-United States income and other tax considerations of owning the Notes. No rulings will be sought from the United States Internal Revenue Service (the “IRS”) with respect to the United States federal income tax consequences described below.

For purposes of this summary, a “United States holder” means a beneficial owner of a Note who or which is, for United States federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation or partnership created or organised in or under the laws of the United States or of any State thereof or the District of Columbia, or (iii) an estate (other than a foreign estate described in section 7701(a)(31)(A) of the Code), or (iv) a trust if a court within the U.S. is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all substantial decisions of such trust. A “non-United States holder” means a beneficial owner of a Note that is not a United States holder.

United States persons and non-United States persons who own an interest in a holder that is treated as a pass-through entity under the Code will generally receive the same tax treatment with respect to the material tax consequences of their indirect ownership of the Notes as is described herein for direct United States holders and non-United States holders, respectively. Nonetheless, such persons should consult their United States tax advisers with respect to their particular circumstances, including issues related to tax elections and information reporting requirements.

Characterisation of the Notes

The Issuer intends to take the position that, while the matter is not clear and there is no authority directly on this point, (a) the Notes, other than the Class X Notes, the Class E Notes, Class F Notes (collectively, the “Priority Notes”), are debt of the Issuer for United States federal income tax purposes and (b) the Class E Notes and the Class F Notes are equity in the Issuer for United States federal income tax purposes. However, because of the subordination and other features of the Class E Notes and Class F Notes (and to a lesser extent, more senior classes of the Priority Notes) and because the characterisation of the Class X Notes for United States federal income tax purposes is not entirely clear, there is a significant possibility that the IRS could contend that some or all of the Priority Notes should be treated as equity in the Issuer for United States federal income tax purposes. For further information, see “Possible Alternative Characterisations of the Priority Notes” and “Dispositions of Priority Notes by United States holders” below. The Issuer intends to take the position that the Class E Notes and Class F Notes...
are equity in the Issuer for United States federal income tax purposes because there is a strong likelihood that, under United States federal income tax principles, the Class E Notes and Class F Notes, although denominated as debt, will be treated as equity.

Absent a final determination to the contrary, the Issuer and each Noteholder, by acceptance of a Note or a beneficial interest therein, agree to treat (a) the Priority Notes as debt and (b) the Class E Notes and Class F Notes as equity for purposes of United States federal, state and local income or franchise taxes and any other U.S., federal, state and local taxes imposed on or measured by income and each agrees to report its ownership interest in one or more classes of Notes on all applicable tax returns in a manner consistent with such treatment. In general, the characterisation of an instrument for United States federal income tax purposes as debt or equity by its issuer as of the time of issuance is binding on a holder (but not the IRS), unless the holder takes an inconsistent position and discloses such position in its United States federal tax return. The Issuer will not obtain any rulings from the IRS or opinions of counsel on the characterisation of the Notes, including the Class X Notes, and there can be no assurance that the IRS or the courts will agree with the positions of the Issuer. Unless otherwise indicated, the discussion in the following paragraphs assumes the characterisations of the Priority Notes as debt and the Class E Notes and Class F Notes as equity are correct for United States federal income tax purposes.

The following paragraphs are also based on the assumption that the Issuer will not be engaged in a trade or business within the United States to which the income from the Notes is effectively connected.

**Interest Income on the Priority Notes to United States Holders**

*In General*

The Priority Notes may be issued with original issue discount (“OID”) for United States federal income tax purposes (as discussed below), and, as a result, because interest on the Priority Notes is paid in arrear on each Distribution Date, interest on the Priority Notes will be taxable to a United States holder as ordinary income at the time it is accrued prior to the receipt of cash attributable to that income.

A Priority Note will be considered issued with OID if its “stated redemption price at maturity” exceeds its “issue price” (i.e., the price at which a substantial portion of the respective class of Priority Notes is first sold (not including sales to the Managers)) by an amount equal to or greater than 0.25 per cent. of such Priority Note’s stated redemption price at maturity multiplied by such Priority Note’s weighted average maturity (“WAM”). In general, a Priority Note’s “stated redemption price at maturity” is the sum of all payments to be made on the Priority Note other than payments of “qualified stated interest.” The WAM of a Priority Note is computed based on the number of full years each distribution of principal (or other amount included in the stated redemption price at maturity) is scheduled to be outstanding. The schedule of such likely distributions should be determined in accordance with the assumed rate of prepayment (the “Prepayment Assumption”) used in pricing the Priority Notes. The pricing of the Priority Notes is calculated on the basis of the scheduled amortisation payments on the assumption that there will be no prepayments.

In general, interest on the Priority Notes will constitute “qualified stated interest” only if such interest is “unconditionally payable” at least annually at a single fixed or qualifying variable rate (or permitted combination of the foregoing) within the meaning of applicable United States Treasury Regulations. Interest will be considered “unconditionally payable” for these purposes if legal remedies exist to compel timely payment of such interest or if the Priority Notes contain terms and conditions that make the likelihood of late payment or non-payment “remote”. Although the Conditions of the Notes provide that a holder cannot compel the timely payment of any interest accrued in respect of the Priority Notes (other than the Class A1 Notes and the Class A2 Notes), Treasury Regulations provide that in determining whether interest is unconditionally payable the possibility of non-payment due to default, insolvency or similar circumstances is ignored. Accordingly, the Issuer intends to take the position that interest payments on the Priority Notes constitute “qualified stated interest”. It is possible that the IRS could take a contrary position, in which case it is anticipated that the Priority Notes would be treated as OID instruments for U.S. tax purposes.

*Sourcing*

Interest on a Priority Note will constitute foreign source income for United States federal income tax purposes. Subject to certain limitations, United Kingdom withholding tax, if any,
imposed on payments on the Priority Notes will generally be treated as a foreign tax eligible for credit against a United States holder’s United States federal income tax (unless such tax is refundable under United Kingdom law or a United Kingdom – United States income tax treaty). For foreign tax credit purposes, interest will generally be treated as foreign source passive income (or, in the case of certain United States holders, financial services income).

**Foreign Currency Considerations**

A United States holder that receives a payment of interest in euro with respect to the Priority Notes will be required to include in income the United States dollar value of the amount of interest income that has accrued and is otherwise required to be taken into account with respect to the Priority Notes during an accrual period. The United States dollar value of such accrued income will be determined by translating such income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the relevant taxable year. In addition, such United States holder will recognise additional exchange gain or loss, treated as ordinary income or loss, with respect to accrued interest income on the date such income is actually received or the applicable Priority Note is disposed of. The amount of ordinary income or loss recognised will equal the difference between (i) the United States dollar value of the euro payment received (determined at the spot rate on the date such payment is received or the applicable Priority Note is disposed of) in respect of such accrual period and (ii) the United States dollar value of interest income that has accrued during such accrual period (determined at the average rate as described above). Alternatively, a United States holder may elect to translate interest income into United States dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the last day of the interest accrual period is within five business days of the date of receipt, the spot rate on the date of receipt. A United States holder that makes such an election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

**Disposition of Priority Notes by United States holders**

**In general**

Upon the sale, exchange or retirement of a Priority Note, a United States holder will recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the United States holder’s adjusted tax basis in the Priority Note. For these purposes, the amount realised does not include any amount attributable to accrued interest on the Priority Note (which will be treated as interest as described under “Interest Income on the Priority Notes to United States holders” above). A United States holder’s adjusted tax basis in a Priority Note generally will equal the cost of the Priority Note to the United States holder, decreased by any payments (other than payments of qualified stated interest) received on the Priority Note.

In general, except as described below, gain or loss realised on the sale, exchange or redemption of a Priority Note will be capital gain or loss.

**Foreign Currency Considerations**

A United States holder’s tax basis in a Priority Note, and the amount of any subsequent adjustment to such United States holder’s tax basis, will be the United States dollar value of the euro amount paid for such Priority Note, or of the euro amount of the adjustment, determined at the spot rate on the date of such purchase or adjustment. A United States holder that purchases a Priority Note with previously owned euro will recognise ordinary income or loss in an amount equal to the difference, if any, between such United States holder’s tax basis in the euro and the United States dollar value of the euro on the date of purchase.

Gain or loss realised upon the receipt of a principal payment on, or the sale, exchange or retirement of, a Priority Note that is attributable to fluctuations in currency exchange rates will be treated as ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the United States dollar value of the applicable euro principal amount of such Priority Note, and any payment with respect to accrued interest, translated at the spot rate on the date such payment is received or such Priority Note is disposed of, and (ii) the United States dollar value of the applicable euro principal amount of such Priority Note, on the date such holder acquired such Priority Note, and
the United States dollar amounts previously included in income in respect of the accrued interest received at the spot rate on that day. Such foreign currency gain or loss will be recognised only to the extent of the total gain or loss realised by a United States holder on the sale, exchange or retirement of the Priority Note. The source of such euro gain or loss will be determined by reference to the residence of the United States holder or the qualified business unit of the United States holder on whose books the Priority Note is properly reflected.

A United States holder will have a tax basis in any euro received on the receipt of principal on, or the sale, exchange or retirement of, a Priority Note equal to the United States dollar value of such euro, determined at the time of such receipt, sale, exchange or retirement. Any gain or loss realised by a United States holder on a subsequent sale or other disposition of euro (including its exchange for United States dollars) will generally be ordinary income or loss.

**Taxation of Priority Notes to non-United States holders**

A non-United States holder of the Priority Notes will be exempt from any United States federal income or withholding tax with respect to the gain derived from the sale, exchange or retirement or any payments received in respect of the Priority Notes, unless such gain or payments are effectively connected with a United States trade or business of such holder, or such holder is a non-resident alien individual who holds the Priority Notes as a capital asset and who is present in the United States for 183 days or more in the taxable year of the disposition, and certain other conditions are satisfied.

**Possible Alternative Characterisations of the Priority Notes**

*In General*

Although, as described above, the Issuer intends to take the position that the Priority Notes will be treated as debt for United States federal income tax purposes, such position is not binding on the IRS or the courts and therefore no assurance can be given that such characterisation will prevail. In particular, because of the subordination and other features of the Class E Notes and Class F Notes (and to a lesser extent, more senior classes of Notes) and because the characterisation of the Class X Notes for United States federal income tax purposes is not entirely clear, there is a significant possibility that the IRS could contend that some or all of the Priority Notes should be treated as equity in the Issuer for United States federal income tax purposes.

The timing and character of income under the Priority Notes may differ substantially depending on whether the Priority Notes are treated as debt or equity for United States federal income tax purposes. If one or more classes of Priority Notes were treated as equity interests in the Issuer (any such Note, a “*Recharacterised Note*”), such Recharacterised Notes and the treatment of payments made in relation thereto for United States federal income tax purposes would be substantially similar to the discussion with respect to the Class E Notes and Class F Notes below under “Distributions on the Class E Notes and Class F Notes to United States holders” and “Disposition of Class E Notes and Class F Notes by United States holders”. Prospective investors should consult their own United States tax advisers with respect to the potential impact of an alternative characterisation of the Priority Notes for United States federal income tax purposes, including the making of a protective QEF election under the passive foreign investment company rules of the Code at the time when an investor acquires its ownership interest in the Priority Notes.

**Distributions on the Class E Notes and Class F Notes to United States holders**

Except as provided below, a United States holder of a Class E Note or Class F Note is required to include in income payments of “interest” as distributions on equity of the Issuer (with no dividends received deduction available to corporate United States holders). In addition, unless the Issuer is treated as being engaged in a U.S. trade or business, generally, “interest” income derived by a United States holder of a Class E or Class F Note which is treated as equity should constitute foreign source income that will be treated as passive income for United States foreign tax credit purposes (or, in the case of certain United States holders, financial services income). “*Dividend*” income derived by a United States holder of a Class E or Class F Note will not be eligible for the preferential income tax rates provided by the Jobs and Growth Tax Relief Reconciliation Act of 2003. Each United States holder of a Class E Note or Class F Note should consult its own United States tax advisers as to how it should treat this income for purposes of its particular foreign tax credit calculation.
Investment in a Passive Foreign Investment Company

The Issuer expects to be treated as a “passive foreign investment company” (a “PFIC”). United States holders of the Class E Notes or Class F Notes will be considered U.S. shareholders in a PFIC (each, a “U.S. shareholder”). In general, a U.S. shareholder in a PFIC may desire to make an election to treat the Issuer as a qualified electing fund (“QEF”) with respect to such U.S. shareholder. Generally, a QEF election should be made on or before the due date for filing a U.S. shareholder’s federal income tax return for the first taxable year for which it held the Class E Notes or Class F Notes. An electing U.S. shareholder will be required to include in gross income such U.S. shareholder’s pro rata share of the Issuer’s ordinary earnings and to include as long-term capital gain such U.S. shareholder’s pro rata share of the Issuer’s net capital gain, whether or not distributed, assuming that the Issuer does not constitute a controlled foreign corporation in which the U.S. shareholder is a U.S. Shareholder, as discussed further below. A United States holder will not be eligible for the dividends received deduction in respect of such income or gain. In addition, any losses of the Issuer in a taxable year will not be available to such United States holder. In certain cases in which a QEF does not distribute all of its earnings in a taxable year, U.S. shareholders may also be permitted to elect generally to defer payment of the taxes on the QEF’s undistributed earnings until such amounts are distributed or the Class E Notes or Class F Notes are disposed of, subject to an interest charge on the deferred amount. In this respect, prospective purchasers of the Class E or Class F Notes should be aware that the Issuer may have significant earnings, but distributions attributable to such earnings may be deferred, perhaps for a substantial period of time. Thus, absent an election to defer payment of taxes, U.S. shareholders of the Issuer that make a QEF election may owe tax on significant “phantom” income.

In addition, it should be noted that if the Issuer disposes of any Loans or other investments that are not in registered form, a U.S. shareholder making a QEF election (i) may not be permitted to take a deduction for any loss attributable to such obligations and (ii) may be required to treat earnings as ordinary income even though such earnings would otherwise constitute capital gains.

The Issuer does not intend to provide information to holders of the Class E Notes or Class F Notes (or any other class of Notes that is treated as equity for United States federal income tax purposes) that a U.S. shareholder making a QEF election will need for United States federal income tax reporting purposes (e.g., the U.S. shareholder’s pro rata share of ordinary income and net capital gain as computed for United States federal income tax purposes) and the Issuer will not provide a PFIC Annual Information Statement as described in Treasury Regulations. U.S. shareholders that are considering making a QEF election should consult their United States tax advisers with respect to their particular circumstances, including issues related to their annual United States federal income tax reporting obligations under the PFIC rules and the computations required to effect a QEF election.

A U.S. shareholder that holds “marketable stock” in a PFIC may also avoid certain unfavourable consequences of the PFIC rules by electing to mark the Class E Notes or Class F Notes to market as of the close of each taxable year. A U.S. shareholder that made the mark-to-market election would be required to include in income each year as ordinary income an amount equal to the excess, if any, of the fair market value of the Class E Notes or Class F Notes at the close of the year over the U.S. shareholder’s adjusted tax basis in the Class E or Class F Notes. For this purpose, a U.S. shareholder’s adjusted tax basis generally would be the U.S. shareholder’s cost for the Class E Notes or Class F Notes, increased by the amount previously included in the U.S. shareholder’s income pursuant to this mark-to-market election and decreased by any amount previously allowed to the U.S. shareholder as a deduction pursuant to such election (as described below). If, at the close of the year, the U.S. shareholder’s adjusted tax basis exceeded the fair market value of the Class E Notes or Class F Notes, then the U.S. shareholder would be allowed to deduct any such excess from ordinary income, but only to the extent of net mark-to-market gains on such Class E Notes or Class F Notes previously included in income. Any gain from the actual sale of the Class E Notes or Class F Notes would be treated as ordinary income, and to the extent of net mark-to-market gains previously included in income any loss would be treated as ordinary loss. Class E Notes or Class F Notes would be considered “marketable stock” in a PFIC for these purposes only if they were regularly traded on an exchange which the IRS determines has rules adequate for these purposes. Application has been made to the Official List of the Official List of the Irish Stock Exchange for listing of the Notes. However, there can be no assurance that the Notes will be listed on the Official List of the Irish Stock Exchange, that the
Class E Notes or Class F Notes will be “regularly traded” or that such exchange would be considered a qualified exchange for these purposes.

If a U.S. shareholder does not make a QEF election or mark-to-market election and the PFIC rules are otherwise applicable, a U.S. shareholder that has held such Class E Notes or Class F Notes during more than one taxable year would be required to report any gain on disposition of any Class E Notes or Class F Notes as ordinary income and to compute the tax liability on such gain and certain excess distributions as if the items had been earned rateably over each day in the U.S. shareholder’s holding period for the Class E Notes or Class F Notes and would be subject to the highest ordinary income tax rate for each prior taxable year in which the items were treated as having been earned, regardless of the rate otherwise applicable to the U.S. shareholder. Such U.S. shareholder would also be liable for an additional tax equal to interest on the tax liability attributable to such income allocated to prior years as if such liability had been due with respect to each such prior year. An excess distribution is the amount by which distributions during a taxable year in respect of a Class E Note or Class F Note exceed 125 per cent. of the average amount of distributions in respect thereof during the three preceding taxable years (or, if shorter, the U.S. shareholder’s holding period for the Class E Notes or Class F Notes). Because the Class E Notes and Class F Notes pay “interest” at a floating rate, it is possible that a United States holder will receive excess distributions as a result of fluctuations in the rate of LIBOR over the term of the Class E Notes or Class F Notes. U.S. shareholders of Class E Notes or Class F Notes should consider carefully whether to make a QEF election or mark-to-market election with respect to the Class E Notes or Class F Notes and the consequences of not making such an election.

Investment in a Controlled Foreign Corporation

Depending on a United States holder’s degree of ownership of the equity interests in the Issuer, the Issuer may constitute a controlled foreign corporation (a “CFC”). In general, a foreign corporation will constitute a CFC if more than 50 per cent. of the shares of the corporation, measured by reference to combined voting power or value, are held, directly or indirectly, by U.S. Shareholders. For this purpose, a “U.S. Shareholder” is any person that is a U.S. person for United States federal income tax purposes that possesses (actually or constructively) 10 per cent. or more of the combined voting power of all classes of shares of a corporation (persons who own interests in a U.S. pass-through entity that is a U.S. Shareholder will also be subject to the CFC rules). United States holders possessing 10 per cent. or more of the Class E Notes or Class F Notes (or any combination thereof) are U.S. Shareholders. If more than 50 per cent. of the equity interests in the Issuer were held by such U.S. Shareholders, the Issuer would be treated as a CFC.

If the Issuer should be treated as a CFC, a U.S. Shareholder would be treated, subject to certain exceptions, as receiving a dividend at the end of the taxable year of the Issuer an amount equal to that person’s pro rata share of the “subpart F income” and certain U.S. source income of the Issuer. Among other items, and subject to certain exceptions, “subpart F income” includes dividends, interest, annuities, gains from the sale of shares and securities, certain gains from commodities transactions, certain types of insurance income and income from certain transactions with related parties. It is anticipated that all of the Issuer’s income would be subpart F income.

If the Issuer should be treated as a CFC, a U.S. Shareholder would be taxable on the Issuer’s subpart F income under the CFC rules and not under the PFIC rules. As a result, to the extent subpart F income of the Issuer includes net capital gains, such gains will be treated as ordinary income of the U.S. Shareholder under the CFC rules, notwithstanding the fact that the character of such gains generally would otherwise be preserved under the PFIC rules if a QEF election were made.

United States holders of the Class E Notes and Class F Notes should consult their United States tax advisers as to timing and character mismatches that may result from the Issuer being treated as a PFIC or CFC.

Distributions on Class E Notes and Class F Notes

The treatment of actual distributions on the Class E Notes and Class F Notes, in very general terms, will vary depending on (a) (i) whether a United States holder has made a timely QEF election as described above, and (ii) the U.S. shareholder’s pro rata share of the Issuer’s ordinary earnings (as determined under the Code) and the U.S. shareholder’s pro rata share of the Issuer’s net capital gain for the United States holder’s taxable year in which or with which the taxable year
of the Issuer ends, and (b) whether a United States holder has made a timely mark-to-market election as described above. See “Investment in a Passive Foreign Investment Company”. If a timely QEF election has been made, distributions should be allocated first to amounts previously taxed pursuant to the QEF election (or pursuant to the CFC rules, if applicable) and to this extent would not be taxable to United States holders. Distributions in excess of such previously taxed amounts will be treated first as a nontaxable return of capital and then as capital gain.

In the event that a United States holder does not make a QEF election or a mark-to-market election, then except to the extent that distributions may be attributable to amounts previously taxed pursuant to the CFC rules, some or all of any distributions with respect to the Class E and Class F Notes may constitute excess distributions, taxable as previously described. See “Investment in a Passive Foreign Investment Company”.

A United Stated holder will determine the United States dollar value of a distribution which is denominated in euro made on the Class E Notes or Class F Notes (or any other class of Notes which is treated as equity for United States federal income tax purposes) by translating the euro payment at the spot rate of exchange on the date of such distribution.

Disposition of Class E and Class F Notes by United States Holders

Sale, Redemption or Other Disposition of the Class E Notes and Class F Notes

In general, a United States holder of a Class E Note or Class F Note will recognise gain or loss upon the sale or other disposition of a Class E Note or Class F Note equal to the difference between the amount realized and such holder’s adjusted tax basis in the Class E Note or Class F Note. If a United States holder has made a timely QEF selection as described above, such gain or loss will be long-term capital gain or loss if the United States holder held the Class E Notes or Class F Notes for more than 12 months at the time of the disposition. If a United States holder has made a timely mark-to-market election, such gain or loss will tax as discussed above under “Investment in a Passive Foreign Investment Company”.

Initially, the tax basis of a United States holder should equal the amount paid for a Class E Note or Class F Note. Such basis will be increased by amounts taxable to such holder by virtue of a QEF election, mark-to-market election or the CFC rules and decreased by actual distributions from the Issuer that are deemed to consist of such previously taxed amounts or are treated as nontaxable returns of capital.

If a United States holder does not make a QEF election or mark-to-market election, any gain realised on the sale or exchange of a Class E or Class F Note will be subject to an interest charge and taxed as ordinary income. See “Investment in a Passive Foreign Investment Company”.

If the Issuer were treated as a CFC and a United States holder were treated as a U.S. Shareholder therein, then any gain realised by such holder upon the disposition of the Class E Notes or Class F Notes Notes would be treated as ordinary income to the extent of the current and accumulated earnings and profits of the Issuer. In this respect, earnings and profits would not include any amounts previously taxed pursuant to a timely QEF election or pursuant to the CFC rules.

A United States holder will determine the United States dollar value of amounts realised which are denominated in euro from the sale, redemption or other disposition of a Class E Note or Class F Note (or any other class of Notes which is treated as equity for United States federal income tax purposes) by translating the euro payment at the spot rate of exchange on the date of such sale, redemption or other disposition.

Taxation Of the Class E Notes and Class F Notes to non-United States holders

A non-United States holder of the Class E Notes or Class F Notes will be exempt from any United States federal income or withholding taxes with respect to gain derived from the sale, exchange, or retirement or any payments received in respect of the Class E Notes or Class F Notes, unless such gain or payments are effectively connected with a United States trade or business of such holder, or such holder is a non-resident alien individual who holds the Class E Notes or Class F Notes as a capital asset and who is present in the United States for 183 days or more in the taxable year of the disposition, and certain other conditions are satisfied.
Information Reporting Requirements

The Treasury Department has issued regulations with regard to reporting requirements relating to the transfer of property (including certain transfers of cash) to a foreign corporation by United States persons or entities. In general, these rules require United States holders who acquire Notes that are characterised (in whole or in part) as equity of the Issuer to file a Form 926 with the IRS and to supply certain additional information to the IRS. In the event a United States holder fails to file any such required form, the United States holder may be subject to a penalty equal to 10 per cent. of the fair market value of the Notes as of the date of purchase (generally up to a maximum penalty of U.S.$100,000 in the absence of intentional disregard of the filing requirement; in case of intentional disregard, no maximum applies). In addition, if (i) United States holders acquire Notes that are recharacterised as equity of the Issuer and (ii) the Issuer is treated as a "controlled foreign corporation" for United States federal income tax purposes, certain of those United States holders will generally be subject to additional information reporting requirements (e.g., certain United States holders will be required to file a Form 5471). Prospective investors should consult with their United States tax advisers concerning the additional information reporting requirements with respect to holding equity interest in foreign corporations.

Share Capital of the Issuer

The Issuer intends to treat the Share Capital in the Issuer as equity for United States federal income tax purposes. The Issuer will allocate for United States federal income tax purposes any item of income that is not paid in relation to the Notes or as deferred consideration to each Originator to the owner of the Share Capital.

Realised Losses

It is anticipated that each class of Notes will be treated as a “security” as defined in section 165(g)(2) of the Code. Accordingly, any loss with respect to the Notes as a result of one or more realised losses on the Loans will be treated as a loss from the sale or exchange of a capital asset at that time. In addition, no loss will be permitted to be recognised until the Notes are wholly worthless.

Each United States holder will be required to accrue interest with respect to a Priority Note without giving effect to any reductions attributable to defaults on the assumption that no defaults or delinquencies occur with respect to the Loans until it can be established that those payment reductions are not receivable. Accordingly, particularly with respect to the Class E Notes and Class F Notes, the amount of taxable income reported during the early years of the term of the Priority Notes may exceed the economic income actually realised by the holder during that period. Although the United States holder of a Priority Note would eventually recognise a loss or reduction in income attributable to the previously accrued income that is ultimately not received as a result of such defaults, the law is unclear with respect to the timing and character of such loss or reduction in income.

Backup Withholding and Information Reporting

Information reporting to the IRS generally will be required with respect to payments of principal or interest or to distributions on the Notes and to proceeds of the sale of the Notes that, in each case, are paid by a United States payor or intermediary to United States holders other than corporations and other exempt recipients. “Backup” withholding tax will apply to those payments if such United States holder fails to provide certain identifying information (including such holder’s taxpayer identification number) to such payor, intermediary or other withholding agent or such holder is notified by the IRS that it is subject to backup withholding. Non-United States holders may be required to comply with applicable certification procedures to establish that they are not United States holders in order to avoid the application of such information reporting requirements and backup withholding. Backup withholding tax is not an additional tax and generally may be credited against a holder’s United States federal income tax liability provided that such holder provides the necessary information to the IRS.

Tax Shelter Reporting Requirements – Currency Exchange Losses

Under United States Treasury regulations on tax shelter disclosure and list maintenance, taxpayers that enter into “reportable transactions” on or after 1st January, 2003, are required to file information returns. In the case of a corporation or a partnership whose partners are all
corporations, a reportable transaction includes any transaction that generates, or reasonably can be expected to generate, a loss claimed under Section 165 of the Code (without taking into account any offsetting items) (a “Section 165 Loss”) of at least U.S.$10 million in any one taxable year or U.S.$20 million in any combination of taxable years. In the case of any other partnership, a reportable transaction includes any transaction that generates, or reasonably can be expected to generate a Section 165 Loss of at least U.S.$2 million in any taxable year or U.S.$4 million in any combination of taxable years. In the case of an individual or trust, a reportable transaction includes any transaction that generates, or reasonably can be expected to generate, a Section 165 Loss of at least U.S.$50,000 in any one taxable year arising from a currency exchange loss. In determining whether a transaction results in a taxpayer claiming a loss that meets the threshold over a combination of taxable years, only losses claimed in the taxable year that the transaction is entered into and the five succeeding taxable years are combined. Accordingly, if a United States holder realises currency exchange losses on the Notes satisfying the monetary thresholds discussed above, such United States holder would have to file an information return. Prospective investors should consult their tax advisers regarding these information return requirements.

For further information, see “Disposition of Priority Notes by United States holders – Foreign Currency Considerations” at 261.
UNITED KINGDOM TAXATION

The following is a summary of the position as regards United Kingdom withholding tax only in relation to payments of interest on the Notes under United Kingdom tax law and the generally published practice of H.M. Revenue & Customs at the date of this Offering Circular. The summary is based on the assumption that the Issuer is not resident in the United Kingdom for United Kingdom tax purposes.

The interest on the Notes may be subject to United Kingdom withholding tax at the rate of 20 per cent. if the interest is treated as having a United Kingdom “source”. However, as long as the Notes are listed on a “recognised stock exchange” (which includes the Irish Stock Exchange) at the time at which the interest is paid, the interest will not be subject to that tax. If the Notes are not so listed at that time, another exemption from that tax (including under any applicable double taxation treaty) may, depending on the circumstances, be available.
German Taxation

The following is a summary based on the laws and practices currently in force in Germany regarding the tax position of investors beneficially owning their Notes and should be treated with appropriate caution. The tax treatment of the transactions subject to this opinion may change in future. Such changes may have retroactive or retrospective effect. Typically there will be no grandfathering of existing structures. The summary exclusively refers to the tax treatment of the transactions contemplated in the documents to the extent German tax law is concerned.

The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

For purposes of this summary, a “German holder” means a beneficial owner of a Note that is, for German tax purposes, (a) an individual resident in Germany or (b) a corporation resident in Germany. Individuals are resident in Germany if they have a residence (Wohnsitz) in Germany or if their customary place of abode (gewöhnlicher Aufenthalt) is in Germany, i.e. if they are physically present in Germany for more than six months in any calendar year or for a consecutive period of six months overlapping a year end. Corporations are resident in Germany if they have a seat in Germany or if their place of management is located in Germany.

Interest income of German Holders

A resident individual is subject to unlimited taxation on its worldwide income. Thus, payments of interest on the Notes will be subject to German income tax of up to 42 per cent. plus solidarity surcharge of 5.5 per cent. thereon plus church tax, if any. Interest income received by a resident corporation will be subject to corporate income tax of 25 per cent. plus solidarity surcharge of 5.5 per cent. thereon and to German trade tax. If a holder sells a Note during a current interest period, the accrued interest (Stückzinsen), i.e. the interest accumulated between the date of sale and the preceding interest payment due date which the purchaser of the Note refunds to the vendor and which is billed separately by the vendor, received in connection therewith, will also be subject to income tax. On the other hand, accrued interest paid may be treated as “negative income” and thus may reduce the income tax basis for a resident individual.

Individuals are entitled to an annual tax-free allowance for investment income (such as interest, accrued interest, dividend etc.) to the amount of EUR 1,370 (from 2007 onwards, EUR 750) for singles and of EUR 2,740 (from 2007 onwards, EUR 1,500) for spouses filing joint tax returns. However, this allowance does not apply to investment income deriving from business assets and to investment income of corporations.

Interest payments on the Notes may be classified as interest on bonds and other debts within the meaning of sec. 43 para 1 sent. 1 no. 7 lit. a German Income Tax Act (Einkommensteuergesetz). They will be subject to German withholding tax (Zinsabschlagsteuer) at a rate of 30 per cent. plus 5.5 per cent. solidarity surcharge thereon (i.e. a total withholding tax rate of 31.65 per cent.) if the Notes are kept or administered by a German bank or financial services institution (including the German branch of a foreign bank or a foreign financial services institution) that holds the Notes in custody (safekeeping) and pays or credits the interest directly to the German holder (“Paying Agent” (Zahlstelle)). Such Paying Agent will be liable to withhold German withholding tax. If, however, a German holder has selected a foreign bank or financial services institution (but not, for example, its domestic branch) for performing the safekeeping of the Notes, and this bank is also directly paying out the interest to a foreign or German bank account of the German holder, the foreign bank or foreign financial services institution is not liable to withhold German withholding tax.

If the interest is paid by a disbursing agent upon physical presentation of the Notes (so-called “over-the-counter” transaction (Tafelgeschäft)), the withholding tax rate is 35 per cent. plus 5.5 per cent. solidarity surcharge thereon (i.e. a total withholding tax rate of 36.925 per cent.).

The withholding tax is regarded as an advance income tax payment, which is levied at source on account of the recipient of the interest payments. Thus, the withholding tax including the solidarity surcharge withheld from such payments may be later credited as prepayments against

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the German income or corporate income tax and the respective solidarity surcharge thereon of the recipient. Any excess of the actual tax of the German holder is refundable.

Disposition of Instruments by German Holder

Capital gains/losses realised by a resident individual upon the sale or other disposition of the Notes (held as private assets) within one year after the acquisition of such Notes are subject to German income tax (short-term capital gains). Such capital gains are calculated as the difference between the sales or repayment proceeds and the acquisition cost. Acquisition costs are the price plus any costs or fees attributable to the acquisition paid by a purchaser for the purchase of a Note. Any accrued interest invoiced plus withholding tax thereon, which is taxable as interest income, is not part of the capital gain. For resident individuals that hold the Notes as private assets capital gains are not subject to tax if its total amount is less than EUR 512 per year (Freigrenze). Outside the one-year holding period, any capital gain/loss is tax-free for such resident individuals.

Resident individuals that hold the Notes as private assets can only offset losses on the sale or other disposition of the Notes or as a result of any disposal or assignment during an insolvency of the debtor, if realised within one year of the acquisition, against taxable gains from the sale of private assets realised in the same year. Losses in excess of this amount may be carried back for off-setting against the preceding year’s capital gains from the sale of private assets or are eligible to be carried forward for off-setting against the following year’s capital gains. Such losses carried back or forward are, however, subject to the so-called “minimum taxation”.

In case of a resident corporation or in cases where the Notes are part of a German trade or business of a resident individual or a resident partnership losses can be deducted as regular business expenses. Such losses carried back or forward are, however, subject to the so-called “minimum taxation”.

Alternatively, it may be the case that the Notes are considered financial innovations (e.g. if traded flat, i.e. no accrued interest invoiced). In this case, a capital gain and possibly a loss derived from the sale or other disposition of the Notes would qualify as interest income being taxable for resident individuals regardless of a holding period. The amount qualified as interest income is usually calculated as the difference between the sales or repayment proceeds and the acquisition costs, i.e. the market yield (Marktrendite). As an exception to the market yield concept, the resident individual can prove the issue yield (Emissionsrendite), if available, which is defined as the guaranteed interest payable on the Notes at the time of their issuance. The resident individual is taxed on the pro rata temporis issue yield (besitzzeitanteilige Emissionsrendite), based on the period in which the resident individual has held the Notes. To the extent that a capital gain/loss from the disposal (sale/redemption) of the Notes by the private investor does not qualify as interest income (e.g. foreign currency gains/losses) and if realised within one year after the acquisition, the capital gain/loss is taxable for the individual investor. Outside the one-year holding period, the capital gain/loss that does not qualify as interest income is tax-free for resident individuals.

Capital gains/losses realised by a resident corporation or in cases where the Notes are part of a German trade or business of a resident individual or a resident partnership are subject to corporate income tax or income tax plus solidarity surcharge thereon and, possibly, trade tax irrespective of any holding period. The capital gain on any disposal of the Notes is calculated as the difference between the disposal price excluding the accrued interest of the relevant Note and the acquisition cost (or book value).

In case the Notes are considered financial innovations, the amount of the withholding tax and the solidarity surcharge thereon is usually calculated on the basis of the market yield, irrespective of the fact that the private investor has proven the pro rata temporis issue yield.

If the German bank or financial services institution has held the Notes in custody for the investor from the acquisition to the sale or repayment, the withholding tax is levied on an amount equal to the market yield. As an exception, if the Notes have not been so held, the withholding tax will be levied on an amount equal to 30 per cent. of the proceeds from the sale or repayment of the Notes.

Interest income of Issuer

The Issuer in principle is subject to German non-resident taxation due to the security taken over German real property under German domestic tax law, sec. 49 para 1 no. 5 (c) (aa) German
Income Tax Act. Therefore, he needs to file a tax return in Germany. However, according to art. 7 of the German-Irish Double Taxation Treaty, Germany has waived its right to tax the interest income. It should be noted that under German tax law, a domestic treaty override provision exists, which may override the German-Irish Double Taxation Treaty, if the Issuer is regarded as not having “economic substance”. In addition, it is not entirely clear under proposed German tax legislation whether the ability of the Issuer to benefit from the German-Irish Double Taxation Treaty could be overridden by German domestic tax legislation. In the event that the Issuer does not qualify for the protection under the German-Irish Double Taxation Treaty, German corporate income tax (plus solidarity surcharge thereon) will be levied on the Issuer's German net income in the regular assessment procedure and no tax needs to be withheld on the interest payments made by a Borrower but tax authorities may impose, by way of discretionary decision, an obligation on a Borrower to make a tax withholding in the event that:

(a) the Issuer does not comply with its reporting and payment obligations under German tax law; and

(b) the claim of the German tax authorities can be considered to be at risk.

The withholding obligation imposed on a Borrower can be up to 25 per cent. of the gross interest proceeds provided the Issuer does not demonstrate that the tax on the net income is lower.

German Tax aspects for Non-German Holders

According to sec. 49 para 1 no. 5 (c) (aa) German Income Tax Act payments of interest, including accrued interest, to Noteholders who are not tax residents of Germany ("Non-German Holders") is subject to German non-resident taxation in case their claim is directly or indirectly secured by German real estate provided that the interest is not paid under a bond (Anleihe) or receivables (Forderungen) which are registered in a public register (öffentliches Schuldbuch) or for which a universal note (Sammelurkunde) or a divided note (Teilschuldverschreibung) is issued (referred to as the “securitised debt exception”). There are a number of reasons why individual holders of Notes should not be subject to German non-resident taxation according to sec. 49 para 1 no. 5 lit. c (aa) German Income Tax Act:

– Residents of jurisdictions which entered into a Double Taxation Treaty with Germany providing for a full exemption from German taxation of interest income are exempt from German taxation in any event.

– The securitised debt exemption should apply because the Notes should qualify as divided Notes (Teilschuldverschreibung).

However, even if the interest income of Non-German-Holders is subject to German non-resident taxation, it is in general not subject to withholding tax and solidarity surcharge. An exemption applies if either the Notes form part of a German permanent establishment or the interest payments, including accrued interest, are made through an “over-the-counter” transaction.

If the interest from a note that is kept or administered in a domestic securities deposit account by a German bank or financial services institution (which term includes a German branch of a foreign bank or financial services institution, but excludes a foreign branch of a German financial institution) is received by persons who are not tax residents of Germany and who are taxable in Germany only with respect to German source income, and if, according to German tax law, such interest falls into a category of taxable income from German sources (e.g., income effectively connected with a German trade or business), the 30 per cent. withholding tax plus the 5.5 per cent. solidarity surcharge thereon are applicable (35 per cent. withholding tax plus 5.5 per cent. solidarity surcharge thereon in the event of an “over-the-counter” transaction). In the event that the Notes form part of a German permanent establishment and an assessment is being made in Germany, the withholding tax may be credited against the German personal or corporate income tax liability of such non-residents.

Capital gains/losses realised by Non-German Holders from the sale or other disposition of Notes and where the income from the Notes is not considered as income from German sources will not be subject to tax in Germany. German source income will be presumed if, for example, the Notes are held as part of a permanent establishment in Germany.

Interest and capital gains by non-residents might be taxable in Germany if effected in Germany through an “over-the-counter” transaction.
U.S. ERISA CONSIDERATIONS

The United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), imposes requirements on employee benefit plans (as defined in Section 3(3) of ERISA) subject to ERISA and on entities, such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (all of which are hereinafter referred to as “ERISA Plans”), and on persons who are fiduciaries (as defined in Section 3(21) of ERISA) with respect to such ERISA Plans. The Code also imposes certain requirements on ERISA Plans and on other retirement plans and arrangements, including individual retirement accounts and Keogh plans (such ERISA Plans and other plans and arrangements are hereinafter referred to as “Plans”). Certain employee benefit plans, including governmental plans (as defined in Section 3(32) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA), generally are not subject to the requirements of ERISA. Accordingly, assets of such plans may be invested in the Notes without regard to the ERISA prohibited transaction considerations described below, subject to the provisions of other applicable federal and state law.

Any discussion of United States federal tax issues set forth in this Offering Circular is written in connection with the promotion and remarketing by the Issuer and the Joint Lead Managers of the transactions described in this Offering Circular. Such discussion was not intended or written to be legal or tax advice to any person and was not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any United States federal tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax adviser.

Investments by ERISA Plans are subject to ERISA’s general fiduciary requirements, including the requirement of investment prudence and diversification, requirements respecting delegation of investment authority and the requirement that an ERISA Plan’s investments be made in accordance with the documents governing the ERISA Plan. Each ERISA Plan fiduciary, before deciding to invest in the Notes, must be satisfied that investment in the Notes is a prudent investment for the ERISA Plan, that the investments of the ERISA Plan, including the investment in the Notes, are diversified so as to minimise the risk of large losses and that an investment in the Notes complies with the ERISA Plan and related trust documents.

Section 406 of ERISA and/or Section 4975 of the Code prohibits Plans from engaging in certain transactions with persons that are “parties in interest” under ERISA or “disqualified persons” under Section 4975 of the Code with respect to such Plans (collectively, “Parties in Interest”). The types of transactions between Plans and Parties in Interest that are prohibited include: (a) sales, exchanges or leases of property, (b) loans or other extensions of credit and (c) the furnishing of goods and services. Certain Parties in Interest that participate in a non-exempt prohibited transaction may be subject to an excise tax under ERISA or the Code. In addition, the persons involved in the prohibited transaction may have to rescind the transaction and pay an amount to the Plan for any losses realised by the Plan or profits realised by such persons and certain other liabilities could result that have a significant adverse effect on such persons.

Certain transactions involving the purchase, holding or transfer of the Notes might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of the Issuer were deemed to be assets of a Plan. Under Section 3(42) of ERISA and regulations issued by the United States Department of Labor, set forth in 29 C.F.R. § 2510.3-101 (the “Plan Asset Regulations”), the assets of the Issuer would be treated as plan assets of a Plan for the purposes of ERISA and Section 4975 of the Code only if the Plan acquires an equity interest in the Issuer and none of the exceptions contained in the Plan Asset Regulations is applicable. An equity interest is defined under the Plan Asset Regulations as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there is no authority directly on point, it is anticipated that the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes and the Class D Notes should be treated as indebtedness under local law without any substantial equity features for purposes of the Plan Asset Regulations. By contrast, the Class X Notes, the Class E Notes and the Class F Notes may be treated as “equity interests” for purposes of the Plan Asset Regulations. Accordingly, the Class X Notes, the Class E Notes and the Class F Notes may not be purchased by or transferred to a Plan that is subject to the provisions of ERISA or Section 4975 of the Code or any governmental or church plan that is subject to any federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.
Furthermore, in the event that the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes become a Recharacterised Note (as defined under the section titled “United States Taxation”), then such Note may not be purchased by or transferred to a Plan that is subject to the provisions of ERISA or Section 4975 of the Code or any governmental or church plan that is subject to Similar Law.

However, without regard to whether the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes are treated as an equity interest for such purposes, the acquisition or holding of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes by or on behalf of a Plan could be considered to give rise to a prohibited transaction under ERISA or Section 4975 of the Code if the Issuer, Deutsche Bank AG, London Branch, the Managers, the Note Trustee or any of their respective affiliates is or becomes a Party in Interest with respect to such Plan. Certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the fiduciary making the decision to acquire the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes. Included among these exemptions are Prohibited Transaction Class Exemption (“PTCE”) 84-14, which exempts certain transactions effected on behalf of a Plan by a “qualified professional asset manager”, PTCE 96-23, which exempts certain transactions effected on behalf of a Plan by an “in-house asset manager”, PTCE 90-1, which exempts certain transactions between insurance company separate accounts and Parties in Interest, PTCE 91-38, which exempts certain transactions between bank collective investment funds and Parties in Interest, PTCE 95-60, which exempts certain transactions between insurance company general accounts and Parties in Interest and the statutory exemption provided by Section 408(b)(17) of ERISA and Section 4975(d)(20), which exempts certain transactions with Parties in Interest that are not, and whose affiliates are not, fiduciaries with respect to such transactions (collectively, the “Exemptions”). Even if the conditions specified in one or more of the Exemptions are met, the scope of the relief provided by the Exemptions might or might not cover all acts which might be construed as prohibited transactions.

Nevertheless, even if an Exemption applies, a Plan generally should not purchase the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes, if the Issuer, Deutsche Bank AG, London Branch, the Managers, the Issuer Related Parties or any of their respective affiliates either (a) has investment discretion with respect to the investment of assets of such Plan; (b) has authority or responsibility to give or regularly gives investment advice with respect to assets of such Plan, for a fee, and pursuant to an agreement or understanding that such advice will serve as a primary basis for investment decisions with respect to such assets and that such advice will be based on the particular investment needs of such Plan; or (c) is an employer maintaining or contributing to such Plan. A party that is described in clause (a) or (b) of the preceding sentence is a fiduciary under ERISA with respect to the Plan and any such purchase might result in a “prohibited transaction” under ERISA or the Code.

An insurance company proposing to invest assets of its general account in the Notes should consider the extent to which such investment would be subject to ERISA and Section 4975 of the Code. On 5th January, 2000, the United States Department of Labor issued a final regulation which provides guidance for determining, in cases where insurance policies supported by an insurer’s general account are issued to or for the benefit of a Plan on or before 31st December, 1998, which general account assets are plan assets. That regulation generally provides that, if certain specified requirements are satisfied with respect to insurance policies issued on or before 31st December, 1998, the assets of an insurance company general account will not be plan assets. Nevertheless, certain assets of an insurance company general account may be considered to be plan assets. Therefore, if an insurance company acquires Notes using assets of its general account, certain of the insurance company’s assets may be plan assets and the provisions of ERISA and Section 4975 of the Code could apply to such acquisition and the subsequent holding of the Notes. An insurance company using assets of its general account may not acquire an interest in the Class X Notes, the Class E Notes or the Class F Notes, or, if applicable, any Recharacterised Note if any of such general account assets are considered to be plan assets.

The sale of any of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes to a Plan is in no respect a representation by the Issuer, Deutsche Bank, the Manager, the Note Trustee, the Issuer Security Trustee or any other party related to the Issuer that such an investment meets all relevant legal requirements with respect to investments by
Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan.

Each purchaser of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes or the Class D Notes will be deemed to have represented and agreed that (i) either (A) it is not purchasing such Notes with the assets of any Plan or any governmental or church plan that is subject to Similar Law or (B) that one of more exemptions applies such that the use of such assets will not constitute or result in a non-exempt prohibited transaction under ERISA or the Code (or, in the case of a governmental or church plan, any Similar Law), and (ii) with respect to transfers, it will either not transfer such Notes to a transferee purchasing such Notes with the assets of any Plan or governmental or church plan that is subject to Similar Law, or one or more exemptions applies such that the use of such assets will not constitute or result in a non-exempt prohibited transaction. The Class X Notes, the Class E Notes and the Class F Notes, and, if applicable, any Recharacterised Note may not be purchased by or transferred to a Plan that is subject to the provisions of ERISA or Section 4975 of the Code. Any Plan fiduciary that proposes to cause a Plan to purchase such instruments should consult with its counsel with respect to the potential applicability of ERISA and the Code to such investment and whether any exemption or exemptions have been satisfied.
LEGAL INVESTMENT

The Notes will not be “mortgage related securities” for purposes of the United States Secondary Mortgage Market Enhancement Act of 1984, as amended (“SMMEA”). As a result, the appropriate characterisation of the Notes under various United States legal investment restrictions, and thus the ability of investors subject to these restrictions to purchase the Notes, is subject to significant interpretive uncertainties.

No representations are made as to the proper characterisation of the Notes for legal investment purposes, financial institution regulatory purposes, or other purposes, or as to the ability of particular investors to purchase Notes under applicable legal investment restrictions. The uncertainties described above (and any unfavourable future determinations concerning legal investment or financial institution regulatory characteristics of the Notes) may adversely affect the liquidity of the Notes.

Accordingly, all institutions whose investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities should consult with their own legal advisers in determining whether and to what extent the Notes constitute legal investments for them or are subject to investment, capital or other restrictions.
SUBSCRIPTION AND SALE

Deutsche Bank AG, London Branch and Landesbank Hessen-Thüringen Girozentrale, Frankfurt am Main (together, the “Managers”) have agreed, pursuant to a subscription agreement dated 5th December, 2006 (the “Subscription Agreement”), between the Managers, the Issuer and the Originators, subject to certain conditions, to subscribe and pay for agreed amounts of each of the Class A1 Notes at 100 per cent. of their principal amount, the Class X Notes at 100 per cent. of their principal amount, the Class A2 Notes at 100 per cent. of their principal amount, the Class B Notes at 100 per cent. of their principal amount, the Class C Notes at 100 per cent. of their principal amount, the Class D Notes at 100 per cent. of their principal amount, the Class E Notes at 100 per cent. of their principal amount and the Class F Notes at 98.688 per cent. of their principal amount. The Issuer will issue the Class F Notes at par to the Joint Lead Managers or either of them.

The Issuer has agreed to reimburse Deutsche Bank AG, London Branch for certain of its expenses in connection with the issue of the Notes. The Subscription Agreement is subject to a number of conditions and may be terminated by the Managers in certain circumstances prior to payment to the Issuer. The Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

The Class X Notes are not being offered pursuant to this Offering Circular. Any reference in this Offering Circular to the Notes being offered shall be construed as a reference to the Notes other than the Class X Notes.

United States of America

Each of the Managers has acknowledged with the Issuer that the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. Each of the Managers has agreed that it will not offer, sell or deliver the Notes within the United States or to, or for the account or benefit of, U.S. persons except: (a) to persons it reasonably believes to be “qualified institutional buyers” (“QIBs”) (as that term is defined under Rule 144A of the Securities Act) who are also “qualified purchasers” (“QPs”) within the meaning of Section 2(a)(51) of the Investment Company Act and the rules thereunder in transactions complying with the requirements of Rule 144A under the Securities Act and (b) to certain persons in offshore transactions in reliance on Regulation S.

In connection with sales outside the United States, each Manager severally (and not jointly) has agreed under the Subscription Agreement that, except for sales described in the preceding paragraph, it will not offer, sell or deliver the Notes to, or for the account or benefit of U.S. persons (a) as part of such Manager’s distribution at any time or (b) otherwise prior to the date that is 40 days after the later of the commencement of the offering and the Issue Date (the “Distribution Compliance Period”) and, accordingly, that neither it, its affiliates nor any person acting on its behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Notes and it and its affiliates and any person acting on its or their behalf has complied with and will comply with the offering restriction requirements of Regulation S under the Securities Act to the extent applicable.

Each Manager under the Subscription Agreement has also severally (and not jointly) agreed that, at or prior to confirmation of sales of any Notes, it will have sent to each distributor, dealer or other person receiving a selling concession, fee or other remuneration to which it sells any Notes during the Distribution Compliance Period a confirm or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. persons. In addition, until the end of the Distribution Compliance Period, the offer or sale of any Notes within the United States by a distributor, dealer or other person that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

The Subscription Agreement will provide that each Manager, through its U.S. registered broker-dealer affiliates, may arrange for the offer and resale of the Notes in the United States to persons that are both QIBs and QPs in transactions made in compliance with Rule 144A under the Securities Act. Each of the Managers under the Subscription Agreement has severally (and not jointly) agreed that neither it, nor its affiliates, nor any persons acting on its or their behalf, have
engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) in connection with the offer and sale of the Notes in the United States.

Each of the Managers has represented in the Subscription Agreement that, within the United States it has only sold and will only sell the Notes to persons (including other dealers) that are both QIBs and QPs in the form of an interest in the Rule 144A Global Note that is set out in the Trust Deed. In addition, the Issuer will represent in the Subscription Agreement that, based on discussions with the Managers and other factors that the Issuer or their counsel may deem appropriate, the Issuer has a reasonable belief that initial sales and subsequent transfers of the Notes held through DTC to U.S. persons will be limited to persons who are both QIBs and QP.

Each of the Managers has severally (and not jointly) agreed that, in connection with each sale of the Notes to a QIB that is also a QP, it has taken or will take reasonable steps to ensure that the purchaser is aware that the Notes have not been and will not be registered under the Securities Act and that transfers of the Notes are restricted as set forth in the Trust Deed. Any offer or sale of the Notes will be made by broker-dealers, including affiliates of the Managers, who are registered as broker-dealers under the Exchange Act. The Managers may allow a concession, not in excess of the selling concession, to certain brokers or dealers.

The Issuer and the Managers will extend to each prospective investor the opportunity, prior to the consummation of the sale of the Notes, to ask questions of, and receive answers from, the Issuer concerning the Notes and the terms and conditions of the offering and to obtain additional information it may consider necessary in making an informed investment decision and any information in order to verify the accuracy of the information set forth herein, to the extent the Issuer and/or Managers, as applicable, possesses the same. Requests for such additional information may be directed to the Directors.

United Kingdom

Each of the Managers has severally (and not jointly) further represented and agreed that except as permitted by the Subscription Agreement:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA")) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Ireland

Each of the Managers has represented and agreed that it will not underwrite, offer, place or do anything in or involving Ireland with respect to the Notes:

(a) otherwise than in conformity with the provisions of the Investment Intermediaries Act 1995 of Ireland, as amended, including, without limitation, Sections 9 and 23 (including advertising restrictions made thereunder) thereof and the codes of conduct made under Section 37 thereof or, in the case of a credit institution exercising its rights under the Banking Consolidation Directive (2000/12/EC of 20th March, 2000) in conformity with the codes of conduct or practice made under Section 117(1) of the Central Bank Act 1989 of Ireland, as amended;

(b) otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 of Ireland and any rules issued under Section 34 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland by the Irish Financial Services Regulatory Authority, a constituent part of the Central Bank and Financial Services Authority of Ireland; and

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otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland and any rules issued under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland by the Irish Financial Services Regulatory Authority, a constituent part of the Central Bank and Financial Services Authority of Ireland.

The Netherlands
Each of the Managers has severally (and not jointly) represented and agreed that:

(a) that it has not offered, sold, delivered or transferred and will not offer, sell, deliver or transfer, any of the Notes (including rights representing an interest in any Global Note), as part of their initial distribution or at any time thereafter, directly or indirectly, to individuals or legal entities who or which are established, domiciled or have their residence in The Netherlands other than to professional market parties (“Professional Market Parties”), including, among other things:

(i) any person or entity who or which is subject to supervision by a regulatory authority in any country in order to lawfully operate in the financial markets (which includes: authorised credit institutions, investment firms, other authorised or regulated financial institutions, insurance companies, collective investment schemes and their management companies, pension funds and their management companies, commodity dealers);

(ii) any person or entity who or which engages in a regulated activity on the financial markets but who or which is not subject to supervision by a regulatory authority (which includes: exempt credit institutions, investment firms, financial institutions, insurance companies, collective investment schemes and their management companies, commodity dealers);

(iii) the Dutch government (de Staat der Nederlanden), the Dutch Central Bank (De Nederlandsche Bank N.V.), a foreign governmental body being part of a central government, a foreign central bank, Dutch or foreign regional, local or other decentralised governmental institutions, international treaty organisations and supranational organisations;

(iv) any entity whose corporate purpose is solely to invest in securities (which includes, without limitation, hedge funds);

(v) any company or legal entity which meets at least two of the following three criteria according to its most recent consolidated or nonconsolidated annual accounts: (i) an average number of employees during the financial year of at least 250; (ii) total assets of at least EUR 43,000,000; or (iii) an annual net turnover of at least EUR 50,000,000;

(vi) any company having its registered office in The Netherlands which does not meet at least two of the three criteria mentioned in (v) above and which has (a) expressly requested the Dutch Authority for the Financial Markets (Stichting Autoriteit Financiële Markten; the “AFM”) to be considered as a qualified investor, and (b) been entered on the register of qualified investors maintained by the AFM;

(vii) any natural person who is resident in The Netherlands if this person meets at least two (2) of the following criteria:

(a) the investor has carried out transactions of a significant size on securities markets at an average frequency of, at least, ten (10) per quarter over the previous four (4) quarters;

(b) the size of the investor’s securities portfolio exceeds EUR 500,000;

(c) the investor works or has worked for at least one (1) year in the financial sector in a professional position which requires knowledge of investment in securities,

provided this person has:

(i) expressly requested the AFM to be considered as a qualified investor; and
(ii) been entered on the register of qualified investors maintained by the AFM;

(viii) any company or legal entity that has been specifically established for the purpose of engaging (and that has engaged) in transactions resulting in the acquisition of assets (within the meaning of Article 2:364 Dutch Civil Code) that serve as security for negotiable instruments that are offered or about to be offered (including without limitation companies or entities engaged in securitisation transactions involving RMBS, CMBS, CDO’s, Credit Default Swaps, CLN’s and Covered Bonds);

(ix) where relevant and applicable, the subsidiaries of any of the entities mentioned under (i) through (viii) above, provided such subsidiaries are subject to prudential supervision (either directly or indirectly through consolidated supervision at the level of their parent company);

(x) any enterprise or entity with total assets of at least EUR 500,000,000 (or the equivalent thereof in another currency) according to its balance sheet at the end of the financial year preceding the date it provides repayable funds within the meaning of the Dutch Act on the Supervision of Credit Institutions (Wet toezicht kredietwezen 1992; as amended from time to time, the “WTK”);

(xi) any enterprise, entity or natural person with a net equity (eigen vermogen) of at least EUR 10,000,000 (or the equivalent thereof in another currency) according to its balance sheet at the end of the financial year preceding the date it provides repayable funds within the meaning of the WTK and who or which has been active in the financial markets on average twice a month over a period of at least two consecutive years preceding such date;

(xii) any entity that has a credit rating from an approved rating agency or that has issued securities having such a rating; and

(xiii) such other entities designated by the competent Netherlands authorities after the date hereof by any amendment of the applicable regulations, all within the meaning of and as further described and defined in section 1, paragraph E of the Dutch ministerial regulation of 26th June, 2002, as amended from time to time, implementing, among other things, section 6, paragraph 2 of the WTK.

(b) If at the time of issue of Notes (including rights representing an interest in Global Note) the Issuer is not reasonably able to identify the current or future holders thereof, it may nevertheless issue such Notes if it has taken adequate measures to ensure that such Notes are held exclusively by Professional Market Parties, which are deemed to have been taken if the Notes:

(i) (A) have a denomination of at least Euro 100,000 (or the equivalent in any other currency) or with a denomination of less than Euro 100,000 but which can only be acquired or transferred in lots with a nominal value of at least Euro 100,000 (or the equivalent in any other currency); and

(B) are either:

(x) at the time of their issuance held in a collective deposit or giro within the meaning of section 10 or section 35 of the Securities Giro Act (Wet giraal effectenverkeer) or in a clearing system or centralised deposit system that is established or operating in a member state of the European Union, Liechtenstein, Iceland, Norway, the United States, Japan, Australia, Canada or Switzerland in which securities can only be held through a licensed credit institution or securities institution or directly by an affiliated institution qualifying as a Professional Market Party; or

(y) are initially issued to Professional Market Parties that are reasonably expected to transfer the Notes exclusively to Professional Market Parties, all within the meaning of and as further described and defined in the Policy Rule 2005 on key Concepts of Market Access and Enforcement of the WTK 1992 (Beleidsregel 2005 Kernbegrippen Markttoetreding en handhaving WTK 1992) published by DBC (Official Gazette, 31st December, 2004, no. 254) as amended and/or restated from time to time (the “Policy Guideline”);
Or

(ii) (whether or not offered to Dutch Resident(s)) bear the following legend:

THIS NOTE (OR ANY INTEREST HEREIN) MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED AS PART OF ITS INITIAL DISTRIBUTION OR AT ANY TIME THEREAFTER, DIRECTLY OR INDIRECTLY, TO INDIVIDUALS OR LEGAL ENTITIES WHO ARE ESTABLISHED, DOMICILED OR HAVE THEIR RESIDENCE IN THE NETHERLANDS ("DUTCH RESIDENTS") OTHER THAN TO PROFESSIONAL MARKET PARTIES WITHIN THE MEANING OF THE EXEMPTION REGULATION PURSUANT TO THE DUTCH ACT ON THE SUPERVISION OF THE CREDIT SYSTEM 1992 ("PMPs").

EACH DUTCH RESIDENT BY PURCHASING THIS NOTE (OR ANY INTEREST HEREIN), WILL BE DEEMED TO HAVE REPRESENTED AND AGREED FOR THE BENEFIT OF THE ISSUER THAT IT IS SUCH A PMP AND IS ACQUIRING THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A PMP.

EACH HOLDER OF THIS NOTE (OR ANY INTEREST HEREIN), BY PURCHASING THIS NOTE (OR ANY INTEREST HEREIN), WILL BE DEEMED TO HAVE REPRESENTED AND AGREED FOR THE BENEFIT OF THE ISSUER THAT (1) THIS NOTE (OR ANY INTEREST HEREIN) MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED TO DUTCH RESIDENTS OTHER THAN TO A PMP ACQUIRING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A PMP AND THAT (2) THE HOLDER WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS DESCRIBED HEREIN TO ANY SUBSEQUENT TRANSFEREE.

General

Each of the Managers has severally (and not jointly) represented and agreed that other than the approval by the Financial Regulator in Ireland of this Offering Circular as a prospectus in accordance with the requirements of the Prospectus Directive and the relevant implementing measures in Ireland, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes, or the possession, circulation or distribution of this Offering Circular or any other material relating to the Issuer or the Notes in any jurisdiction where action for that purpose is required. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular (or any part thereof) comes will be required by the Managers to inform themselves about and observe any such restrictions. Neither this Offering Circular nor any part hereof constitutes, an offer of or an invitation by or on behalf of the Managers to subscribe for or purchase any of the Notes and may not be used for or in connection with an offer to or solicitation by any person in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Circular nor any other offering material or advertisement in connection with the Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

Each of the Managers has severally (and not jointly) undertaken not to offer or sell any of the Notes, or to distribute this document or any other material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with applicable law and regulations.

Each prospective investor should consult its own business, legal and tax advisers for investment, legal and tax advice and as to the consequences (tax or otherwise) of an investment in the Notes.

For further information on subscription and sale arrangements, see "Important Notice" on page 2.
TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or any other relevant jurisdiction and accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described below.

Each purchaser of an interest in a Global Note or a Definitive Note (each initial purchaser of Notes, together with each subsequent transferee of Notes, is referred to herein as the "Purchaser") will be deemed, or in the case of a Definitive Note required to have acknowledged, represented and agreed as follows (terms used in this section that are defined in Rule 144A or Regulation S under the Securities Act are used herein as defined therein):

(1) Purchaser Requirements. The Purchaser (i) (A) is an Eligible Investor (as defined below), (B) will provide notice of applicable transfer restrictions to any subsequent transferee, and (C) is purchasing for its own account or for the accounts of one or more other persons each of whom meets all of the requirements of clauses (A) through (C), or (ii) if the Purchaser is acquiring the Notes during the Distribution Compliance Period, the Purchaser: is not a U.S. person and is acquiring the Notes pursuant to Rule 903 or 904 of Regulation S.

"Eligible Investors" are defined for the purposes hereof as persons who are Qualified Institutional Buyers acting for their own account or for the account of other Qualified Institutional Buyers and excludes therefrom:

(1) Qualified Institutional Buyers (i) if it is a dealer of the type described in paragraph (a)(1)(ii) of Rule 144A under the Securities Act that are broker-dealers that own and invest on a discretionary basis less than $25 million in "securities" as such term is defined under Rule 144A and a participant-directed employee plan, such as a 401(k) plan, or any other type of plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, unless investment decisions with respect to the plan are made solely by the fiduciary, trustee or sponsor of such plan,

(2) a partnership, common trust fund, special trust, pension fund, retirement plan or other entity in which the partners, beneficiaries or participants, as the case may be, may designate the particular investments to be made, or the allocation thereof,

(3) an entity that was formed, reformed or recapitalised for the specific purpose of investing in the Notes,

(4) any investment company excepted from the Investment Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereof and formed prior to 30th April, 1996, that has not received the consent of its beneficial owners with respect to the treatment of such entity as a qualified purchaser in the manner required by Section 2(a)(51)(C) of the Investment Company Act and rules thereunder, and

(5) any entity that will have invested more than 40 per cent. of its assets in the securities of the Issuer subsequent to any purchase of the Notes.

The Purchaser acknowledges that each of the Issuer and the Note Trustee reserve the right prior to any sale or other transfer to require the delivery of such certifications, legal opinions and other information as the Issuer or the Note Trustee may reasonably require to confirm that the proposed sale or other transfer complies with the foregoing restrictions.

(2) Notice of Transfer Restrictions. Each Purchaser acknowledges and agrees that (1) the Notes have not been and will not be registered under the Securities Act and the Issuer has not been registered as an "Investment Company" under the Investment Company Act, (2) neither the Notes nor any beneficial interest therein may be re-offered, resold, pledged or otherwise transferred except in accordance with the provisions set forth
above and (3) the Purchaser will notify any transferee of such transfer restrictions and
that each subsequent holder will be required to notify any subsequent transferee of such
Notes of such transfer restrictions.

(3) Legends on Global Note. Each Purchaser acknowledges that each Rule 144A Global
Note will bear a legend substantially to the effect set forth below and that the Issuer has
covenanted in the Note Trust Deed not to remove either such legend.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S.
SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE
SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES
LAWS OF ANY OTHER JURISDICTION, AND THE ISSUER (AS DEFINED IN THE
NOTE TRUST DEED) HAS NOT REGISTERED AND DOES NOT INTEND TO
REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT
COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"), IN
RELIANCE ON THE EXCLUSION FROM THE DEFINITION OF "INVESTMENT
COMPANY" PROVIDED BY SECTION 3(C)(7) OF THE INVESTMENT COMPANY ACT,
AS IT HAS BEEN DETERMINED BY THE U.S. SECURITIES AND EXCHANGE
COMMISSION STAFF TO APPLY IN THE CONTEXT OF SECTION 7(D) OF THE
INVESTMENT COMPANY ACT.

BY PURCHASING OR OTHERWISE ACQUIRING A BENEFICIAL INTEREST IN THIS
NOTE, EACH OWNER OF SUCH BENEFICIAL INTEREST WILL BE DEEMED TO
HAVE REPRESENTED FOR THE BENEFIT OF THE ISSUER AND FOR ANY AGENT
OR SELLER WITH RESPECT TO THE NOTES THAT IT (I)(A) IS AN "ELIGIBLE
INVESTOR" (AS DEFINED BELOW), (B) WILL PROVIDE NOTICE OF APPLICABLE
TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE, (C) IS
PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR
MORE OTHER PERSONS EACH OF WHOM MEETS ALL THE PRECEDING
REQUIREMENTS AND (D) AGREES THAT IT WILL NOT REOFFER, RESELL,
PLEDGE OR OTHERWISE TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST
HEREIN TO ANY PERSON EXCEPT TO A PERSON THAT MEETS ALL THE
PRECEDING REQUIREMENTS AND AGREES NOT TO SUBSEQUENTLY TRANSFER
THE NOTES OR ANY BENEFICIAL INTEREST HEREIN EXCEPT IN ACCORDANCE
WITH THIS CLAUSE (D) OR (II) IS NOT A U.S. PERSON AND IS ACQUIRING THIS
NOTE PURSUANT TO RULE 903 OR 904 OF REGULATION S. IN THE CASE OF
ANY SUCH TRANSFER PURSUANT TO_CLAUSE (II), (1) THE TRANSFEREE WILL BE
REQUIRED TO HAVE THE NOTES SO TRANSFERRED TO BE REPRESENTED BY
AN INTEREST IN THE REG S GLOBAL NOTE (AS DEFINED IN THE NOTE TRUST
DEED); (2) THE TRANSFEROR WILL BE REQUIRED TO DELIVER A TRANSFER
CERTIFICATE TO THE REGISTRAR (THE FORM OF WHICH IS ATTACHED TO THE
AGENCY AGREEMENT AND IS AVAILABLE FROM THE REGISTRAR), AND (3) THE
TRANSFEREE WILL BE REQUIRED TO EXECUTE AN INVESTMENT LETTER (THE
FORM OF WHICH IS ALSO ATTACHED TO THE AGENCY AGREEMENT AND IS
AVAILABLE FROM THE REGISTRAR).

"ELIGIBLE INVESTORS" ARE DEFINED FOR THE PURPOSES HEREOF AS
PERSONS WHO ARE QUALIFIED INSTITUTIONAL BUYERS ACTING FOR THEIR
OWN ACCOUNT OR FOR THE ACCOUNT OF OTHER QUALIFIED INSTITUTIONAL
BUYERS AND EXCLUDES THEREFROM: (I) QUALIFIED INSTITUTIONAL BUYERS
THAT ARE BROKER-DEALERS THAT OWN AND INVEST ON A DISCRETIONARY
BASIS LESS THAN $25 MILLION IN SECURITIES IF IT IS A DEALER OF THE TYPE
DESCRIBED IN PARAGRAPH (A)(1)(II) OF RULE 144A UNDER THE SECURITIES
ACT, (II) A PARTNERSHIP, COMMON TRUST FUND, SPECIAL TRUST, PENSION,
PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH
THE PARTNERS, BENEFICIARIES, SHAREHOLDERS, EQUITY OWNERS,
BENEFICIAL OWNERS OR PARTICIPANTS, AS THE CASE MAY BE, MAY
DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE OR THE ALLOCATION
THEREOF AND IN A TRANSACTION THAT MAY BE EFFECTED WITH LOSS OF ANY
APPLICABLE INVESTMENT COMPANY ACT EXEMPTION, (III) AN ENTITY THAT
WAS FORMED, REFORMED OR RECAPITALIZED FOR THE SPECIFIC PURPOSE OF
INVESTING IN THE ISSUER, AND ADDITIONAL CAPITAL OR SIMILAR
CONTRIBUTIONS WERE SPECIFICALLY SOLICITED FROM ANY PERSON OWNING A BENEFICIAL INTEREST IN SUCH BENEFICIAL OWNER FOR THE PURPOSE OF ENABLING SUCH BENEFICIAL OWNER TO PURCHASE ANY NOTES, (IV) ANY INVESTMENT COMPANY EXCEPTED FROM THE INVESTMENT COMPANY ACT PURSUANT TO SECTION 3(C)(1) OR SECTION 3(C)(7) (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(D) THEREOF RELYING ON SECTION 3(C)(1) OR 3(C)(7) WITH RESPECT TO ITS HOLDERS THAT ARE U.S. PERSONS), WHICH FORMED PRIOR TO 30 APRIL, 1996, THAT HAS NOT RECEIVED THE CONSENT OF ITS BENEFICIAL OWNERS WITH RESPECT TO THE TREATMENT OF SUCH ENTITY AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(A)(51)(C) OF THE INVESTMENT COMPANY ACT AND RULES THEREUNDER AND (V) ANY ENTITY THAT WILL HAVE INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN THE SECURITIES OF THE ISSUER IMMEDIATELY SUBSEQUENT TO ANY PURCHASE OF THE NOTES.

THE PURCHASER ACKNOWLEDGES THAT EACH OF THE ISSUER AND THE NOTE TRUSTEE RESERVES THE RIGHT PRIOR TO ANY SALE OR OTHER TRANSFER TO REQUIRE THE DELIVERY OF SUCH CERTIFICATIONS, LEGAL OPINIONS AND OTHER INFORMATION AS THE ISSUER OR THE NOTE TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT THE PROPOSED SALE OR OTHER TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS. EACH HOLDER OF A BENEFICIAL INTEREST IN THIS GLOBAL NOTE ACKNOWLEDGES THAT IN THE EVENT THAT AT ANY TIME THE ISSUER DETERMINES OR IS NOTIFIED BY A PERSON ACTING ON BEHALF OF THE ISSUER THAT SUCH PURCHASER WAS IN BREACH, AT THE TIME GIVEN OR DEEMED TO BE GIVEN, OF ANY OF THE REPRESENTATIONS OR AGREEMENTS SET FORTH IN THIS LEGEND OR OTHERWISE DETERMINES THAT ANY TRANSFER OR OTHER DISPOSITION OF ANY NOTES WOULD, IN THE SOLE DETERMINATION OF THE ISSUER OR A PERSON ACTING ON ITS BEHALF, REQUIRE THE ISSUER TO REGISTER AS AN "INVESTMENT COMPANY" UNDER THE PROVISIONS OF THE INVESTMENT COMPANY ACT, SUCH PURCHASE OR OTHER TRANSFER WILL BE VOID AB INITIO AND WILL NOT BE HONOURED BY THE ISSUER, THE REGISTRAR OR THE NOTE TRUSTEE. ACCORDINGLY, ANY SUCH PURPORTED TRANSFEREE OR OTHER HOLDER WILL NOT BE ENTITLED TO ANY RIGHTS AS A NOTEHOLDER AND THE ISSUER SHALL HAVE THE RIGHT, IN ACCORDANCE WITH THE CONDITIONS OF THE NOTES, TO FORCE THE TRANSFER OF, OR REDEEM, ANY SUCH NOTES.

EACH PURCHASER OF THIS NOTE OR ANY INTEREST THEREIN, BY ITS ACQUISITION OF SUCH NOTE, REPRESENTS AND WARRANTS THAT EITHER (A) IT IS NOT A BENEFIT PLAN AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") WHICH IS SUBJECT THERETO (A "BENEFIT PLAN"), OR ANY PLAN AS DEFINED IN SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") WHICH IS SUBJECT THERETO (A "PLAN"), OR A GOVERNMENTAL OR CHURCH PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("SIMILAR LAW"), OR AN ENTITY USING THE ASSETS OR ACTING ON BEHALF OF SUCH A BENEFIT PLAN, PLAN, OR GOVERNMENTAL OR CHURCH PLAN, OR AN ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE PLAN ASSETS OF ANY SUCH BENEFIT PLAN, PLAN, GOVERNMENTAL OR CHURCH PLAN OR (B) IN THE CASE OF A CLASS A1 NOTE, CLASS A2 NOTE, CLASS B NOTE, CLASS C NOTE OR CLASS D NOTE ITS ACQUISITION AND HOLDING OF SUCH NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA OR SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL OR CHURCH PLAN, ANY SIMILAR LAW). ANY ATTEMPTED TRANSFER OF SUCH NOTE OR ANY INTEREST THEREIN IN VIOLATION OF SUCH REPRESENTATION AND WARRANTY SHALL BE VOID AB INITIO.
(4) Rule 144A Information. Each Purchaser of Notes offered and sold in the United States under Rule 144A is hereby notified that the offer and sale of such Notes to it is being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. The Issuer has agreed to furnish to investors upon request such information as may be required by Rule 144A.

(5) Legends on Reg S Global Note. Each Purchaser acknowledges that each Reg S Global Note will bear a legend substantially to the effect set forth below and that the Issuer has covenanted in the Note Trust Deed not to remove either such legend.

BY PURCHASING OR OTHERWISE ACQUERING ANY BENEFICIAL INTEREST IN THIS NOTE, EACH OWNER OF SUCH BENEFICIAL INTEREST WILL BE DEEMED TO HAVE AGREED FOR THE BENEFIT OF THE ISSUER THAT IF IT SHOULD DECIDE TO DISPOSE OF THE NOTES REPRESENTED BY THIS GLOBAL NOTE PRIOR TO THE TERMINATION OF THE DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), BENEFICIAL INTERESTS IN THIS GLOBAL NOTE MAY BE OFFERED, RESOLD OR OTHERWISE TRANSFERRED ONLY TO A NON-U.S. PERSON AND IN COMPLIANCE WITH THE SECURITIES ACT AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE ISSUER TO REGISTER AS AN “INVESTMENT COMPANY” UNDER THE INVESTMENT COMPANY ACT. ACCORDINGLY, ANY TRANSFERS OF THE NOTES FOLLOWING THE EXPIRATION OF THE DISTRIBUTION COMPLIANCE PERIOD MAY ONLY BE MADE: (A) TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (B) TO OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON (AS DEFINED IN REGULATION S) IN A TRANSACTION PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO PERSONS WHO QUALIFY AS “ELIGIBLE INVESTORS” (AS DEFINED IN THE NOTE TRUST DEED). IN THE CASE OF ANY SUCH TRANSFER PURSUANT TO CLAUSE (B), (1) THE TRANSFEREE WILL BE REQUIRED TO HAVE THE NOTES SO TRANSFERRED TO BE REPRESENTED BY AN INTEREST IN THE RULE 144A GLOBAL NOTE (AS DEFINED IN THE NOTE TRUST DEED); (2) THE TRANSFEROR WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE TO THE REGISTRAR (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND IS AVAILABLE FROM THE REGISTRAR), AND (3) THE TRANSFEREE WILL BE REQUIRED TO EXECUTE AN INVESTMENT LETTER (THE FORM OF WHICH IS ALSO ATTACHED TO THE AGENCY AGREEMENT AND IS AVAILABLE FROM THE REGISTRAR).

(6) Mandatory Transfer/Redemption. Each Purchaser acknowledges and agrees that in the event that at any time the Issuer determines (or is notified by a person acting on behalf of the Issuer) that such Purchaser was in breach, at the time given or deemed to be given, of any of the representations or agreements set forth above or otherwise determines that any transfer or other disposition of any Notes would, in the sole determination of the Issuer or the Note Trustee acting on behalf of the Issuer, require the Issuer to register as an “investment company” under the provisions of the Investment Company Act, such purchase or other transfer will be void ab initio and will not be honoured by the Note Trustee. Accordingly, any such purported transferee or other holder will not be entitled to any rights as a Noteholder and the Issuer shall have the right to force the transfer of, or redeem, any such Notes.

(7) Denominations. Each Purchaser understands that it may not purchase, hold or transfer less than €250,000 Aggregate Principal Amount of Rule 144A Notes.

(8) Each Purchaser understands that any resale or other transfer of beneficial interests in a Reg S Global Note to U.S. Persons, and any resale or other transfer of beneficial interests in a Rule 144 Global Note to any person other than a QIB who is also a QP, shall not be permitted.
CD-ROM DISCLAIMER

The CD-ROM distributed contemporaneously with this Offering Circular contains a summary of the characteristics of the Properties (the “Property Characteristics”) in the form of a spreadsheet in Microsoft Excel format, determined in respect of each Property prior to advancing any amounts under the relevant Loan. Prospective investors should be aware that Property Characteristics were determined and summarised prior to the date of this Offering Circular. None of the persons that produced the relevant Property Characteristics has been requested to update or revise any of the information contained in the spreadsheet or relating to the determination of the Property Characteristics nor to review, update or comment on the information contained in the summaries provided in the enclosed CD-ROM, nor shall they be requested to do so prior to the issue of the Notes. Accordingly, the information included in the spreadsheet and any other information relating or ancillary to the Property Characteristics enclosed CD-ROM, may not reflect the current physical, economic, competitive, market and other conditions with respect to the Properties. The information contained in the CD-ROM does not appear elsewhere in paper form in this Offering Circular and must be considered together with all of the information contained elsewhere in this Offering Circular, including without limitation, the statements made in the section entitled “Risk Factors” at page 51. All of the information contained in the CD-ROM is subject to the same limitations, qualifications and restrictions contained in the other portions of this Offering Circular.

Prospective investors are strongly urged to read this Offering Circular in its entirety prior to accessing the CD-ROM. If the CD-ROM was not received in a sealed package, there can be no assurance that it remains in its original format and should not be relied upon for any purpose.

The information contained in the CD-ROM does not form part of the information provided for the purposes of this Offering Circular nor part of the Prospectus to be filed with the Irish Stock Exchange or the Financial Regulator in Ireland.

All information contained in the CD-ROM is confidential and must be treated as such by any person into whose possession it comes.
1. The issue of the Notes was authorised by resolution of the board of directors of the Issuer passed on 28 November, 2006.

2. It is expected that admission of the Notes to the Official List of the Irish Stock Exchange and to trading on its regulated market will be granted on or about the Closing Date, subject only to the issue of the Global Notes. The listing of the Notes will be cancelled if the Global Notes are not issued. Transactions will normally be effected for settlement in euro and for delivery on the third working day after the day of the transaction.

3. The Global Notes have been accepted for clearance through DTC, Euroclear and Clearstream, Luxembourg as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>ISIN (for Regulation S Global Notes)</th>
<th>ISIN (for Regulation S Global Notes)</th>
<th>ISIN (for Rule 144A Global Notes)</th>
<th>ISIN (for Rule 144A Global Notes)</th>
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<td>27687997</td>
<td>US24358TAF9</td>
<td>24358TAF9</td>
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</tbody>
</table>

4. No statutory or non-statutory accounts in respect of any financial year of the Issuer have been prepared. For so long as the Notes are admitted on the Official List of the Irish Stock Exchange and to trading on its regulated market, the most recently published audited annual accounts of the Issuer from time to time will be available at the specified office of the Irish Paying Agent in Dublin. The Issuer does not publish interim accounts.

5. The Issuer is not, and has not been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had, since the date of its incorporation, a significant effect on the Issuer's financial position.

6. Since the date of its incorporation, the Issuer has entered into the Subscription Agreement being a contract entered into other than in its ordinary course of business.

7. Save as disclosed herein, since the date of incorporation of the Issuer, there has been (i) no material adverse change in the financial position or prospects of the Issuer and (ii) no significant change in the trading or financial position of the Issuer.

8. Copies of the following documents may be inspected in physical/electronic form during usual business hours on any week day (excluding Saturdays, Sundays, and public holidays) at the specified offices of the Irish Paying Agent in Dublin and at the registered office of the Issuer for the term of the Notes:

(a) the memorandum and articles of association of the Issuer;
(b) the Subscription Agreement referred to in paragraph 6 above;
(c) the following documents in draft form, subject to modification, unless stated otherwise (together, the “Transaction Documents”):

(i) the Note Trust Deed;
(ii) the Asset Transfer Agreements;
(iii) the Deed of Charge and Assignment;
(iv) the Issuer Servicing Agreement;
(v) the Cash Management Agreement;
(vi) the Issuer Corporate Services Agreement;
(vii) the Liquidity Facility Agreement;
(viii) the Swap Agreements;
(ix) the Agency Agreement;
(x) the German Security Agreement;
(xi) the Dutch Security Agreement;
(xii) the Swiss Security Agreement;
(xiii) the Master Definitions and Construction Schedule;
(xiv) the Swiss Inter-company Loan Agreement;
(xv) the Exchange Agency Agreement;
(xvi) the Treveria II Servicing Agreement;
(xvii) the Dresdner Office Portfolio Servicing Agreement (in conformed or execution copy form);
(xviii) the Dresdner Office Portfolio Servicing Agreement Accession Deed; and
(xix) the Intercreditor Deeds.

9. KPMG have been appointed as Auditors to the Issuer. KPMG is a member of the Institute of Chartered Accountants of Ireland.

10. The Note Trust Deed and the Deed of Charge and Assignment will provide that the Note Trustee and the Issuer Security Trustee may rely on reports or other information from professional advisers or other experts (whether addressed to or obtained by the Issuer, the Note Trustee, the Issuer Security Trustee or any other person) in accordance with the provisions of the Note Trust Deed and the Deed of Charge and Assignment respectively, whether or not such report or other information or engagement letter or other document entered into by the Note Trustee or the Issuer Security Trustee (as the case may be) and the relevant person in connection thereto, contains any monetary or other unit as the liability of the relevant professional adviser or expert.

11. The Collateral Term Sheet included at Appendix 3 was prepared for information purposes for potential investors.

12. Except as outlined in this Offering Circular, the Issuer does not intend to provide any post-issuance information in relation to the Notes.
APPENDIX 1

THE DRESDNER OFFICE PORTFOLIO BORROWER

The Dresdner Office Portfolio Borrower

Except as otherwise specifically stated, the information set out in this Appendix 1 is derived, and has been accurately reproduced, from the articles of association of the Dresdner Office Portfolio Borrower and an excerpt of the commercial register from the local court in Frankfurt am Main, Germany. As far as the Issuer is aware, no facts have been omitted in this Appendix 1 which would render the reproduced information inaccurate or misleading.

DEGI Deutsche Gesellschaft für Immobilienfonds m.b.H, only when acting for the account of ECT GPROP 1, is the Dresdner Office Portfolio Borrower and was incorporated in Germany on 4th July, 1972 as a limited liability company under German law (Gesellschaft mit beschränkter Haftung or GmbH). The Dresdner Office Portfolio Borrower is registered with the local court (Amtsgericht) of Frankfurt am Main under registration number HRB12759. The registered office of the Dresdner Office Portfolio Borrower is at Weserstraße 54, 60329 Frankfurt am Main. The telephone number of the Dresdner Office Portfolio Borrower’s registered office is +49 69 263 15000.

The Dresdner Office Portfolio Borrower is owned by Dresdner Bank AG, Jürgen-Ponto-Platz 1, 60301 Frankfurt/Main and R+V Versicherung AG, Taunusstraße 1, 65193 Wiesbaden.

Principal Activities

The principal business of the Dresdner Office Portfolio Borrower is conducting the real estate business and related activities or acting as manager of real estate funds pursuant to the InvG or the KAGG.

Insofar as the Issuer is aware and is able to ascertain from information published by the Dresdner Office Portfolio Borrower, the Dresdner Office Portfolio Borrower is not, and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Dresdner Office Portfolio Borrower is aware) which may have, or have had, since the date of its incorporation, a significant effect on the Dresdner Office Portfolio Borrower’s financial position.

Principal Officers

The principal officers of the Dresdner Office Portfolio Borrower are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Determann</td>
<td>Weserstraße 54, 60329 Frankfurt am Main</td>
</tr>
<tr>
<td>Thomas Linker</td>
<td>Weserstraße 54, 60329 Frankfurt am Main</td>
</tr>
<tr>
<td>Malcolm Morgan</td>
<td>Weserstraße 54, 60329 Frankfurt am Main</td>
</tr>
<tr>
<td>Bärbel Schomberg</td>
<td>Weserstraße 54, 60329 Frankfurt am Main</td>
</tr>
</tbody>
</table>

Authorised and Issued Share Capital

The authorised share capital of the Dresdner Office Portfolio Borrower is EUR 10,300,000.00, consisting of two shares which are held by Dresdner Bank AG, Jürgen-Ponto-Platz 1, 60301 Frankfurt/Main and R+V Versicherung AG, Taunusstraße 1, 65193 Wiesbaden.

Constitutional Documents

The constitutional documents in respect of the Dresdner Office Portfolio Borrower may be inspected in physical/electronic form during usual business hours on any weekday (excluding Saturdays, Sundays and public holidays) at the registered office of the Issuer for the term of the Notes.

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### APPENDIX 2

#### INDEX OF PRINCIPAL DEFINED TERMS

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