

# Gresham Capital CLO V B.V.

(a private company with limited liability incorporated under the laws of The Netherlands, having its statutory seat in Amsterdam)

€143,538,500 Further Class A Senior Secured Floating Rate Notes due 2024  
€13,503,500 Further Class B Deferrable Secured Floating Rate Notes due 2024  
€12,209,000 Further Class C Deferrable Secured Floating Rate Notes due 2024  
€7,312,500 Further Class D Deferrable Secured Floating Rate Notes due 2024  
€15,049,500 Further Class E Subordinated Deferrable Secured Floating Rate Notes due 2024

The Notes are secured by a portfolio of senior secured loans and certain other assets.

Gresham Capital CLO V B.V. (the "**Issuer**") issued on the Original Issue Date €244,007,500 Class A Senior Secured Floating Rate Notes due 2024 (the "**Existing Class A Notes**"), €22,955,000 Class B Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class B Notes**"), €20,755,000 Class C Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class C Notes**"), €12,430,500 Class D Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class D Notes**"), and €27,052,000 Class E Subordinated Notes due 2024 (the "**Existing Class E Notes**").

On the Second Issue Date, the Issuer will issue €143,538,500 Class A Senior Secured Floating Rate Notes due 2024 (the "**Further Class A Notes**" and, together with the Existing Class A Notes, the "**Class A Notes**"), €13,503,500 Class B Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class B Notes**" (the "**Further Class B Notes**" and, together with the Existing Class B Notes, the "**Class B Notes**"), €12,209,000 Class C Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class C Notes**" and, together with the Existing Class C Notes, the "**Class C Notes**"), €7,312,500 Class D Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class D Notes**" and, together with the Existing Class D Notes, the "**Class D Notes**"), and €15,049,500 Class E Subordinated Notes due 2024 (the "**Further Class E Notes**" and, together with the Existing Class E Notes, the "**Class E Notes**").

The Existing Class A Notes, the Existing Class B Notes, the Existing Class C Notes and the Existing Class D Notes are together the "**Existing Rated Notes**". The Further Class A Notes, the Further Class B Notes, the Further Class C Notes and the Further Class D Notes are together the "**Further Rated Notes**". The Existing Rate Notes, together with the Existing Class E Notes are the "**Existing Notes**". The Further Rated Notes, together with the Further Class E Notes, are the Further Notes. The Existing Notes together with the Further Notes are the "**Notes**", any one class of Existing Notes, Further Notes or, as applicable, Notes being a "**Class**".

The Further Class A Notes will have the same terms and conditions as the Existing Class A Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class A Notes, the Further Class B Notes will have the same terms and conditions as the Existing Class B Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class B Notes, the Further Class C Notes will have the same terms and conditions as the Existing Class C Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class C Notes, the Further Class D Notes will have the same terms and conditions as the Existing Class D Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class D Notes and the Further Class E Notes will have the same terms and conditions as the Existing Class E Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class E Notes.

The Existing Notes were issued and secured pursuant to a trust deed (the "**Trust Deed**") dated the Original Issue Date between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee (the "**Trustee**") as amended and supplemented. The Further Notes will be issued and secured pursuant to a deed supplemental to the Trust Deed (the "**Supplemental Trust Deed**"). The terms and conditions of the Further Notes (the "**Conditions**") are set out herein under "*Conditions of the Notes*". The collateral securing the Notes is managed by Investec Principal Finance, a business unit division of Investec Bank (UK) Ltd. (the "**Collateral Manager**").

It is a condition to the issuance of the Further Notes that the Further Notes of each Class be issued concurrently. It is a condition to the issuance and sale of the Further Notes that the Further Notes (except for the Further Class E Notes) be issued with at least the following ratings by Standard and Poor's, a division of The McGraw-Hill Companies, Inc. ("**S&P**"), the Further Class A Notes: "AA", the Further Class B Notes: "A-", the Further Class C Notes: "BBB-" and the Further Class D Notes: "BB-" and that such issuance and sale will not cause the reduction or withdrawal of the then current ratings of the Existing Class A Notes, the Existing Class B Notes, the Existing Class C Notes or the Existing Class D Notes. The Further Class E Notes will not be rated. **A security 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 applicable rating agency.**

Interest on the Further Notes will be deemed to have accrued on the outstanding principal balance thereof from the Original Issue Date and as described in the "*Conditions of the Notes*". Interest in respect of the Notes shall be payable on 15 January 2009 and thereafter semi-annually in arrear on the 18<sup>th</sup> day of June and December of each year (or, if not a Business Day, on the next succeeding Business Day), at maturity and upon any redemption of such Notes (each a "**Payment Date**"). The Notes bear interest at a rate equal to Applicable EURIBOR plus the relevant margin as described in more detail in "*Conditions of the Notes*".

The Prospectus has been approved by the Irish Financial Services Regulatory Authority, as competent authority under the Prospectus Directive 2003/71/EC. The Irish Financial Services Regulatory Authority only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive 2003/71/EC. Application has been made to the Irish Stock Exchange for Class of Further Notes to be admitted to the Official List and trading on its regulated market. This Prospectus constitutes a "prospectus" for the purposes of EU Directive 2003/71/EC.

**THIS PROSPECTUS RELATES ONLY TO THE FURTHER NOTES. THE EXISTING NOTES WERE ISSUED PURSUANT TO A PROSPECTUS OF THE ISSUER DATED 26 JUNE 2008 (THE "ORIGINAL PROSPECTUS").**

**SEE "RISK FACTORS" IN THE ORIGINAL PROSPECTUS AND THIS PROSPECTUS FOR A DESCRIPTION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS IN CONNECTION WITH AN INVESTMENT IN ANY OF THE FURTHER NOTES.**

The net proceeds of the offering of the Further Notes will be applied by the Issuer in financing the acquisition from Investec Bank (UK) Limited as seller (the "**Seller**") of a portfolio of senior secured interests in leveraged loans meeting the eligibility criteria specified in the Original Prospectus under "*Description of the Portfolio*" and certain other rights as described therein and herein. Security has been and will be created over the Portfolio Collateral and certain of the Issuer's other assets in favour of the Trustee for the benefit of the holders of the Notes and certain other secured creditors described herein. The Notes will be limited recourse debt obligations of the Issuer. The Portfolio Collateral and certain other assets of the Issuer secured in favour of the Trustee are the sole source of payments on the Notes.

**THE FURTHER NOTES DO NOT REPRESENT AN INTEREST IN, OR OBLIGATIONS OF, AND ARE NOT INSURED OR GUARANTEED BY, THE TRUSTEE, THE PAYING AGENT, THE REGISTRAR, ANY OF THE NOTEHOLDERS, THE COLLATERAL MANAGER, ANY HEDGE COUNTERPARTIES, OR ANY OF THEIR RESPECTIVE AFFILIATES.**

The Further Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the securities law of any state of the United States or any other relevant jurisdiction. The Further Notes are being offered and sold only outside the United States to non-U.S. persons in offshore transactions (as defined in Regulation S under the Securities Act ("**Regulation S**")) in reliance on Regulation S. The Notes will be in registered form.

**Initial Purchaser**  
**Investec Bank (UK) Limited**

This Prospectus is dated 24 November 2008

Further Notes of each Class will each be represented on issue by one or more global certificates of such Class (each a "**Global Note**") in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Second Issue Date with Euroclear Bank N.V./S.A. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). Ownership interests in the Global Notes will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear, Clearstream, Luxembourg. Further Notes in definitive certificated form will be issued only in limited circumstances. See "*Form of the Notes*" and "*Book Entry Clearance Procedures*" below.

The Further Notes will be sold in reliance on Regulation S, and will be substantially in the form as set out in the Supplemental Trust Deed in the applicable Minimum Denominations and integral multiples in excess of the applicable Authorised Denomination.

Except for the information contained in the Original Prospectus in the section headed "*Description of the Collateral Manager*", the Issuer accepts responsibility for the information contained in this Prospectus (including by incorporation of certain sections of the Original Prospectus by reference). To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this document (including by incorporation of certain sections of the Original Prospectus by reference) is in accordance with the facts and does not omit anything likely to affect the import of such information as at the date hereof.

The Collateral Manager accepts responsibility for the information contained in the Original Prospectus in the section headed "*Description of the Collateral Manager*" (as modified under "Incorporation by Reference" below) to the extent that it is correct to the best of its knowledge as at the date hereof. To the best of the knowledge and belief of the Collateral Manager (the Collateral Manager having taken all reasonable care to ensure that such is the case), the information in respect of which it accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information as at the date hereof. The Collateral Manager does not accept any responsibility for the accuracy and completeness of any other information contained in this Prospectus (including by incorporation of certain sections of the Original Prospectus by reference) nor otherwise for the structuring and operation of any arrangements relating to the Further Notes (save in its capacity as the Collateral Manager) referred to herein.

Save, in the case of the Collateral Manager, for the section described immediately above in respect of the Collateral Manager, none of Investec Bank (UK) Limited, in its capacity as initial purchaser of the Further Notes (the "**Initial Purchaser**") and as Seller, the Trustee, the Collateral Manager, the Collateral Administrator, the Custodian, the Account Bank, the Paying Agent, the Registrar or any Affiliate of any of them has separately verified the information contained in this Prospectus (including by incorporation of certain sections of the Original Prospectus by reference) and accordingly none of the Initial Purchaser, the Seller, the Trustee, the Collateral Manager, the Collateral Administrator, the Custodian, the Account Bank, the Paying Agent, the Registrar or any Affiliate of any of them makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained in this Prospectus or the Original Prospectus or in any further information, notice or other document which may at any time be supplied in connection with the Further Notes or their distribution or accepts any responsibility or liability therefor. Each person receiving this Prospectus acknowledges that such person has not relied on the Initial Purchaser, the Seller, the Trustee, the Collateral Manager, the Collateral Administrator, the Custodian, the Account Bank, the Paying Agent, the Registrar or any Affiliate of any of them in connection with its investigation of the accuracy of such information or its investment decision.

Each person contemplating making an investment in the Further Notes must make its own investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment.

This Prospectus does not constitute an offer of, or an invitation by or on behalf of, the Issuer, Investec Bank (UK) Limited or any Affiliate of Investec Bank (UK) Limited to subscribe for or purchase, any of the Further Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or invitation in such jurisdiction.

The distribution of this Prospectus and the offering of the Further Notes in certain jurisdictions may be restricted by law. For a description of certain restrictions on offers and sales of Further Notes and the

distribution and issue of this Prospectus and other documents, see "*Plan of Distribution and Transfer Restrictions*" below.

In connection with the issue and sale of the Further Notes, no person is authorised to give any information or to make any representation not contained in this Prospectus (including by incorporation of certain sections of the Original Prospectus by reference) and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, Investec Bank (UK) Limited or Affiliates of Investec Bank (UK) Limited. The delivery of this Prospectus at any time does not imply that the information contained in it is correct as at any time subsequent to its date.

EACH PURCHASER OF THE FURTHER NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS SUCH FURTHER NOTES OR POSSESSES OR DISTRIBUTES THIS PROSPECTUS AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF SUCH FURTHER NOTES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE ISSUER, THE INITIAL PURCHASER, THE TRUSTEE, THE AGENTS OR THE COLLATERAL ADMINISTRATOR (OR ANY OF THEIR AFFILIATES) SPECIFIED HEREIN SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE FURTHER NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE FURTHER NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT. TERMS USED IN THIS PARAGRAPH HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT. IN ADDITION, THE ISSUER 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**").

## STABILISATION

In connection with the issue of the Further Notes, Investec Bank (UK) Limited (the "**Stabilising Manager**") (or persons acting on behalf of the Stabilising Manager) may over-allot Further Notes or effect transactions with a view to supporting the market price of the Further 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. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Further Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Second Issue Date and 60 days after the date of the allotment of the Further Notes. Any stabilisation action or over-allotment shall be conducted by the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules. No such stabilisation shall take place in or from The Netherlands.

## DEFINED TERMS

The Index of Defined Terms appearing at the end of each of this Prospectus and the Original Prospectus contains references to the pages in this Prospectus or, as applicable, the Original Prospectus where definitions of capitalised terms used herein or therein can be found.

Unless otherwise specified or the context requires, references to "**Euro**", and "**€**" are to the currency introduced at the start 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, references to "**Sterling**", "**pounds sterling**" and "**£**" are to the lawful currency for the time being of the United Kingdom and references to "**Dollars**" and "**US\$**" are to the lawful currency for the time being of the United States of America.

The language of the Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Where the context requires, references to "listing" should be taken to read "admission to trading", for the purposes of the Prospectus Directive.

THIS PROSPECTUS HAS BEEN PREPARED BY THE ISSUER SOLELY FOR USE IN CONNECTION WITH THE OFFERING OF THE FURTHER NOTES DESCRIBED HEREIN (THE "**OFFERING**"). THE ISSUER RESERVES THE RIGHT TO REJECT ANY OFFER TO PURCHASE FURTHER NOTES IN WHOLE OR IN PART FOR ANY REASON, OR TO SELL LESS THAN THE STATED INITIAL PRINCIPAL AMOUNT OF ANY CLASS OF FURTHER NOTES OFFERED HEREBY. THIS PROSPECTUS IS FOR USE IN CONNECTION WITH THE OFFERING BY THE OFFEREE TO WHOM IT HAS BEEN DELIVERED BY THE ISSUER OR ANY AFFILIATE THEREOF ONLY AND DOES NOT CONSTITUTE AN OFFER TO ANY OTHER PERSON OR TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE FURTHER NOTES. DISTRIBUTION OF THIS PROSPECTUS TO ANY PERSONS OTHER THAN THE OFFEREE AND THOSE PERSONS, IF ANY, RETAINED TO ADVISE SUCH OFFEREE 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 PROSPECTUS, AGREES TO THE FOREGOING AND TO MAKE NO PHOTOCOPIES OF THIS PROSPECTUS OR ANY OTHER DOCUMENTS RELATED HERETO AND THERETO AND, IF THE OFFEREE DOES NOT PURCHASE THE FURTHER NOTES OF ANY CLASS OR THE OFFERING IS TERMINATED, TO RETURN THIS PROSPECTUS AND ALL DOCUMENTS ATTACHED HERETO TO THE ISSUER.

**TABLE OF CONTENTS**

Incorporation by Reference.....6  
Overview .....8  
Risk Factors.....21  
Conditions of the Notes.....22  
Use of Proceeds.....81  
Plan of Distribution and Transfer Restrictions.....82  
General Information.....86  
Index of Defined Terms .....88

## INCORPORATION BY REFERENCE

The following sections of the Prospectus of the Issuer dated 26 June 2008 (the "**Original Prospectus**") are hereby incorporated by reference, with the following amendments:

- (a) the section headed "Risk Factors", provided that:
  - (i) references to "Notes" shall be construed as references to both Existing Notes and Further Notes (except in the section entitled "Application of Unused Proceeds on the First Payment Date after the Ramp-up Period", where references to Notes shall be construed as references to the Existing Notes only), references to "Noteholders" shall be construed as references to both Existing Noteholders and Further Noteholders, references to "Class A Notes", "Class B Notes", "Class C Notes", "Class D Notes", "Class E Notes", "Rated Notes", "Class A Noteholders", "Class B Noteholders", "Class C Noteholders", "Class D Noteholders", "Class E Noteholders" shall be construed accordingly and references to "this Prospectus" and "this entire Prospectus" shall be construed as references to this Prospectus, together with the Original Prospectus; and
  - (ii) the risk factor headed "Banking (Special Provisions) Act 2008" shall contain the additional paragraph set out under "Risk Factors" below.
- (b) the section headed "Form of the Notes", provided that "Notes" shall be construed to include both Existing Notes and Further Notes, "Noteholders" shall be construed to include both Existing Noteholders and Further Noteholders and "Class A Notes", "Class B Notes", "Class C Notes", "Class D Notes", "Class E Notes", "Rated Notes", "Class A Noteholders", "Class B Noteholders", "Class C Noteholders", "Class D Noteholders" and "Class E Noteholders" shall be construed accordingly.
- (c) the section headed "Book Entry Clearance Procedures", provided that "Notes" shall be construed to mean Further Notes only and "Issue Date" shall be construed to mean the Second Issue Date.
- (d) the section headed "Rating of the Rated Notes", provided that "Notes" shall be construed to include both Existing Notes and Further Notes and "Class A Notes", "Class B Notes", "Class C Notes", "Class D Notes", "Class E Notes" and "Rated Notes" shall be construed accordingly.
- (e) the section entitled "Description of the Issuer", provided that references to "Notes" shall be construed to include both Existing Notes and Further Notes and the sections headed "Capitalisation" and "Indebtedness" shall be updated, as at the date of this Prospectus, as follows:

### Capitalisation

The capitalisation of the Issuer as at the date of this Prospectus, adjusted for the issue of the Further Notes, is as follows:

<b>Share Capital</b>	€
Issued and fully paid 20 ordinary registered shares of €1,000 each	20,000
<b>Loan Capital</b>	€
Class A Notes	387,546,000
Class B Notes	36,458,500
Class C Notes	32,964,000
Class D Notes	19,743,000
Class E Notes	42,101,500
<b>Total Capitalisation</b>	518,813,000

### Indebtedness

The Issuer has no indebtedness as at the date of this Prospectus, other than that which the Issuer has incurred or shall incur in relation to the transactions contemplated in the Original Prospectus and herein;

- (f) the section entitled "Description of the Collateral Manager", provided that reference to "Notes" shall be construed to include both Existing Notes and Further Notes
- (g) the section entitled "Description of the Portfolio", provided that:

- (i) references to "Notes" shall be construed to include both Existing Notes and Further Notes, references to "Noteholders" shall be construed to include both Existing Noteholders and Further Noteholders and references to "Class A Notes", "Class B Notes", "Class C Notes", "Class D Notes", "Class E Notes", "Rated Notes", "Class A Noteholders", "Class B Noteholders", "Class C Noteholders", "Class D Noteholders" and "Class E Noteholders" shall be construed accordingly;
- (ii) "Target Par Amount" shall be amended to €516,182,933.85;
- (iii) paragraph (v) of section (c) under "4. Eligibility Criteria" shall read as follows:
  - "(v) the aggregate principal amount of Senior Secured Loans of any single obligor may not be more than 3.08 per cent. of the Maximum Investment Amount, save that in the case of up to four obligors, the aggregate principal amount of Senior Secured Loans of two such obligors may equal up to 4.62 per cent. of the Maximum Investment Amount each and the aggregate principal amount of Senior Secured Loans of the other two such obligors may equal up to 3.85 per cent. of the Maximum Investment Amount each; and";
- (iv) paragraph (vi) of section (c) under "4. Eligibility Criteria" shall read as follows:
  - "(vi) the aggregate principal amount of Second Lien Loans and Structured Finance Securities of any single obligor may not be more than 3.08 per cent. of the Maximum Investment Amount, save that in the case of up to four obligors, the aggregate principal amount of Second Lien Loans and Structured Finance Securities of two such obligors may equal up to 4.62 per cent. of the Maximum Investment Amount each and the aggregate principal amount of Second Lien Loans and Structured Finance Securities of the other two such obligors may equal up to 3.85 per cent. of the Maximum Investment Amount each."; and
- (v) paragraph (iv)(A) of the Additional Reinvestment Criteria under the heading "(g) Reinvestment Criteria and Additional Reinvestment Criteria" shall read as follows:
  - "(A) none of the Class A Scenario Loss Rate, the Class B Scenario Loss Rate, the Class C Scenario Loss Rate or the Class D Scenario Loss Rate will deteriorate as a result of such reinvestment; or".
- (h) the section entitled "Description of the Collateral Management Agreement", provided that references to "Notes" shall be construed to include both Existing Notes and Further Notes, references to "Noteholders" shall be construed to include both Existing Noteholders and Further Noteholders and references to "Class A Notes", "Class B Notes", "Class C Notes", "Class D Notes", "Class E Notes", "Rated Notes", "Class A Noteholders", "Class B Noteholders", "Class C Noteholders", "Class D Noteholders" and "Class E Noteholders" shall be construed accordingly;
- (i) the section entitled "Description of the Reports", provided that references to "Notes" shall be construed to include both Existing Notes and Further Notes, references to "Noteholders" shall be construed to include both Existing Noteholders and Further Noteholders and references to "Class A Notes", "Class B Notes", "Class C Notes", "Class D Notes", "Class E Notes", "Rated Notes", "Class A Noteholders", "Class B Noteholders", "Class C Noteholders", "Class D Noteholders" and "Class E Noteholders" shall be construed accordingly;
- (j) the section headed "Description of the Hedge Arrangements";
- (k) the section headed "Description of the Accounts";
- (l) the section headed "Taxation Considerations", provided that references to "Notes" shall be construed to include references to both Existing Notes and Further Notes.

Those parts of the Original Prospectus that are not incorporated herein are covered elsewhere in this Prospectus.

A copy of the Original Prospectus is available to the public on the website of the Financial Regulator at [www.financialregulator.ie](http://www.financialregulator.ie). The above-referenced website does not form part of this Prospectus for the purpose of its approval or of the listing of the Further Notes.

## OVERVIEW

*This overview does not include all relevant information relating to the transaction described herein, particularly with respect to the risks and special considerations involved with such a transaction and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Prospectus and the related documents referred to herein (including, without limitation, the Original Prospectus). Prospective investors are advised to carefully read, and should rely solely on, the detailed information appearing elsewhere in this Prospectus (or, where applicable, the Original Prospectus) relating to the Further Notes in making their investment decision. Capitalised terms not specifically defined in this overview have the meanings set out in Condition 1 (Definitions) under the section entitled "Conditions of the Notes" of the Original Prospectus.*

The Issuer: ..... Gresham Capital CLO V B.V. (the "**Issuer**"), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its registered office at Rivierstaete Building, Amsteldijk 166, 1079 LH Amsterdam, The Netherlands.

The entire issued share capital of the Issuer is held by a foundation (*stichting*), Stichting Gresham Capital CLO V established under the laws of The Netherlands.

The Issuer has been incorporated for the sole purpose of borrowing under the Warehouse Facility Agreement, acquiring the Portfolio, issuing the Notes and engaging in certain related transactions.

The Collateral Manager: ..... Investec Principal Finance, a business unit division of Investec Bank (UK) Limited (the "**Collateral Manager**"), will manage the Portfolio under a collateral management agreement entered into on or about the Original Issue Date between, amongst others, the Issuer and the Collateral Manager (the "**Collateral Management Agreement**"). Pursuant to the Collateral Management Agreement, the Collateral Manager will, amongst other things, manage the selection, acquisition and disposal of the Portfolio Collateral and other collateral during the Reinvestment Period (including exercising rights and remedies associated with the Portfolio Collateral) in accordance with the terms of the Collateral Management Agreement.

The Collateral Administrator: ..... Certain administrative functions with respect to the Portfolio, including the calculation of the Coverage Tests, the preparation of certain reports in respect of the Portfolio, the operation of the Accounts and the application of monies in accordance with the Priorities of Payment, will be performed by Law Debenture Asset Backed Solutions Limited (in such capacity, the "**Collateral Administrator**") under the Collateral Administration Agreement.

..... Under the terms of the Collateral Administration Agreement, the Collateral Administrator may resign upon 90 days' written notice to the Issuer. The Collateral Administrator may be removed without cause (as set out in the Collateral Administration Agreement) upon receiving not less than 90 days' prior written notice from the Issuer or the Trustee acting upon an Extraordinary Resolution of each Class of Notes Outstanding (including all Notes held by the Collateral Manager or any of its Affiliates). In addition, the Collateral Administrator may at any time be removed for cause upon at least 10 days' prior written notice by the Issuer or the Trustee acting upon an Extraordinary Resolution of the Controlling Class (excluding all Notes held by the Collateral Administrator or any of its Affiliates).



The Trustee:.....	<p>The Law Debenture Trust Corporation p.l.c., acting through its office at Fifth Floor, 100 Wood Street, London EC2V 7EX, will be the trustee for the Noteholders (the "<b>Trustee</b>").</p> <p>The Trustee may retire by giving the Issuer not less than three months' written notice or the Trustee may be removed by an Extraordinary Resolution of the Controlling Class on not less than 90 days' written notice. Any retirement or removal of the Trustee shall not be effective until a successor trustee has been appointed.</p>
Overview of the Existing Notes:.....	<p>The Existing Notes were issued and secured pursuant to a trust deed (as amended or supplemented from time to time, the "<b>Trust Deed</b>") between, amongst others, the Issuer and the Trustee dated on or about 26 June 2008 (the "<b>Original Issue Date</b>").</p> <p>€244,007,500 Class A Senior Secured Floating Rate Notes due 2024 (the "<b>Existing Class A Notes</b>");</p> <p>€22,955,000 Class B Deferrable Secured Floating Rate Notes due 2024 (the "<b>Existing Class B Notes</b>");</p> <p>€20,755,000 Class C Deferrable Secured Floating Rate Notes due 2024 (the "<b>Existing Class C Notes</b>");</p> <p>€12,430,500 Class D Deferrable Secured Floating Rate Notes due 2024 (the "<b>Existing Class D Notes</b>"); and</p> <p>€27,052,000 Class E Subordinated Deferrable Secured Floating Rate Notes due 2024 (the "<b>Existing Class E Notes</b>").</p> <p>The Existing Class A Notes, the Existing Class B Notes, the Existing Class C Notes and the Existing Class D Notes are together referred to as the Existing Rated Notes, and the Existing Rated Notes and Existing Class E Notes are together referred to as the "<b>Existing Notes</b>".</p>
Overview of the Further Notes: .....	<p>The Further Notes will be issued and secured pursuant to a deed supplemental to the Trust Deed (the "<b>Supplemental Trust Deed</b>") between, amongst others, the Issuer and the Trustee dated on the Second Issue Date.</p> <p>€143,538,500 Class A Senior Secured Floating Rate Notes due 2024 (the "<b>Further Class A Notes</b>" and, together with the Existing Class A Notes, the "<b>Class A Notes</b>");</p> <p>€13,503,500 Class B Deferrable Secured Floating Rate Notes due 2024 (the "<b>Further Class B Notes</b>" and, together with the Existing Class B Notes, the "<b>Class B Notes</b>");</p> <p>€12,209,000 Class C Deferrable Secured Floating Rate Notes due 2024 (the "<b>Further Class C Notes</b>" and, together with the Existing Class C Notes, the "<b>Class C Notes</b>");</p> <p>€7,312,500 Class D Deferrable Secured Floating Rate Notes due 2024 (the "<b>Further Class D Notes</b>" and, together with the Existing Class D Notes, the "<b>Class D Notes</b>"); and</p> <p>€15,049,500 Class E Subordinated Deferrable Secured Floating Rate Notes due 2024 (the "<b>Further Class E Notes</b>" and, together with the Existing Class E Notes, the "<b>Class E Notes</b>").</p>

The Further Class A Notes, the Further Class B Notes, the Further Class C Notes and the Further Class D Notes are together referred to as the Further Rated Notes, and the Further Rated Notes and Further Class E Notes are together referred to as the "**Further Notes**".

The Existing Notes and the Further Notes are together referred to as the "**Notes**", any one class of Existing Notes, Further Notes or, as applicable, Notes being a "**Class**".

Status of the Notes: .....

Each Class of Notes will be secured debt obligations of the Issuer and each Note of a specific Class will rank *pari passu* with each of the other Notes of such Class.

The Further Class A Notes will have the same terms and conditions as the Existing Class A Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class A Notes.

The Further Class B Notes will have the same terms and conditions as the Existing Class B Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class B Notes.

The Further Class C Notes will have the same terms and conditions as the Existing Class C Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class C Notes.

The Further Class D Notes will have the same terms and conditions as the Existing Class D Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class D Notes.

The Further Class E Notes will have the same terms and conditions as the Existing Class E Notes in all material respects, and shall be consolidated and form a single series with, and rank *pari passu* with, the Existing Class E Notes.

Subject as provided below, payments of principal on each Payment Date will rank in the following order of priority: (i) the Class A Notes; (ii) the Class B Notes; (iii) the Class C Notes; (iv) the Class D Notes; and (v) the Class E Notes.

Subject as provided below, payments of interest on each Payment Date will rank in the following order of priority: (i) the Class A Notes; (ii) the Class B Notes; (iii) the Class C Notes; (iv) the Class D Notes; and (v) the Class E Notes.

See "*Summary of Terms—Priorities of Payment*" of the Original Prospectus.

Ratings:.....

On the Original Issue Date, the Existing Notes were assigned the following ratings:

*Existing Class A Notes:* "AA" by S&P.

*Existing Class B Notes:* "A-" by S&P.

*Existing Class C Notes:* "BBB-" by S&P.

*Existing Class D Notes:* "BB-" by S&P.

It is a condition of the issuance of the Further Notes that: (a) S&P confirms that the issuance of the Further Notes will not cause the reduction or withdrawal of the current ratings of any such Class of Existing Notes; and (b) the Existing respective Classes of Further Notes be assigned at least the following ratings:

*Further Class A Notes:* "AA" by S&P.

*Further Class B Notes:* "A-" by S&P.

*Further Class C Notes:* "BBB-" by S&P.

*Further Class D Notes:* "BB-" by S&P.

Use of Proceeds:..... The proceeds of the issue and offering of the Existing Notes were applied by the Issuer as follows:

- (a) to fund or make provision for certain fees and expenses of the Issuer up to a maximum of €800,000;
- (b) to refinance in full its indebtedness outstanding under the Warehouse Facility Agreement;
- (c) to pay €1,400,000 into the Interest Collection Account to be applied as Interest Proceeds on the first Payment Date; and
- (d) the remaining proceeds were paid into the Pre-Funding Account and used in the acquisition of Portfolio Collateral during the Ramp-Up Period subject to the conditions set out in the Original Prospectus.

See "*Use of Proceeds*" of the Original Prospectus. Upon such application of the proceeds of issue, the Warehouse Facility Agreement terminated and all security granted by the Issuer in respect thereof was released.

The gross proceeds of the issue and offering of the Further Notes will be applied by the Issuer as follows:

- (a) to fund or make provision for certain fees and expenses of the Issuer up to a maximum of €430,000;
- (b) to finance the acquisition of the Additional Portfolio Collateral pursuant to the a portfolio sale agreement dated 29 October 2008 (as amended and restated on the Second Issue Date) (the "**Further Portfolio Sale Agreement**"); and;
- (c) to pay €5,592,322.90 into the Interest Collection Account for application as additional Interest Proceeds on the first Payment Date.

See "*Use of Proceeds*" below.

Issue Price..... The Further Notes are being issued at the following prices:

- (a) Further Class A Notes: 102.34 per cent.
- (b) Further Class B Notes: 102.46 per cent.
- (c) Further Class C Notes: 102.88 per cent.
- (d) Further Class D Notes: 103.82 per cent.; and

(e) Further Class E Notes: 108.45 per cent.

In return for the premium, the Further Notes will be deemed to have accrued interest from and including the Original Issue Date and therefore, as of the Second Issue Date:

- (a) the Further Class A Notes will be fully fungible with the Existing Class A Notes;
- (b) the Further Class B Notes will be fully fungible with the Existing Class B Notes;
- (c) the Further Class C Notes will be fully fungible with the Existing Class C Notes;
- (d) the Further Class D Notes will be fully fungible with the Existing Class D Notes; and
- (e) the Further Class E Notes will be fully fungible with the Existing Class E Notes.

Priorities of Payment:..... Prior to enforcement of the security constituted by the Trust Deed and optional redemption under Condition 7(b) (*Optional Redemption*), Interest Proceeds and Principal Proceeds shall be applied in payment of interest and principal payable in respect of the Notes and amounts payable to the other creditors of the Issuer in accordance with the Priorities of Payment set out in Condition 3(c) (*Priorities of Payment*).

On and following enforcement of the security constituted by the Trust Deed or optional redemption under Condition 7(b) (*Optional Redemption*), Interest Proceeds and Principal Proceeds shall be applied in accordance with the Priorities of Payment specified in Condition 11 (*Enforcement*).

Interest Payments: ..... Subject to the provisions below, the first Interest Accrual Period in respect of the Further Notes shall be deemed to have commenced on (and included) the Original Issue Date and shall end on (and exclude) the Payment Date falling on 15 January 2009, the second Interest Accrual Period in respect of the Further Notes shall commence on (and include) the Payment Date falling on 15 January 2009 and end on (and exclude) the Payment Date falling on 18 June 2009 and, thereafter, interest in respect of the Further Notes of each Class will be payable semi-annually in arrear on the 18<sup>th</sup> day of June and December of each year (subject in each case to adjustment for non-Business Days), at maturity and upon any redemption of the Notes (each such date a "**Payment Date**").

Each Class of Notes shall bear interest at the following rates:

*Class A Notes:* Applicable EURIBOR plus 0.42 per cent. per annum (the "**Class A Note Interest Rate**");

*Class B Notes:* Applicable EURIBOR plus 0.70 per cent. per annum (the "**Class B Note Interest Rate**"); and

*Class C Notes:* Applicable EURIBOR plus 1.70 per cent. per annum (the "**Class C Note Interest Rate**");

*Class D Notes:* Applicable EURIBOR plus 3.95 per cent. per annum (the "**Class D Note Interest Rate**"); and

*Class E Notes:* Applicable EURIBOR plus 15 per cent. per annum (the "**Class E Note Interest Rate**").

The interest amounts payable on any Payment Date with respect to each Class of Notes will be calculated in accordance with the provisions of Condition 6 (*Interest*) and will be paid in accordance with the Priorities of Payment.

With respect to the Class E Notes, available funds, if any, for the payment of interest may be paid only after the payment of, *inter alia*, certain fees and expenses and interest payable in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

Consequences of Non-Payment

of Interest: .....

Non-payment of interest in respect of the Notes Outstanding of the Controlling Class only will (upon expiry of the applicable grace period) constitute an Issuer Event of Default pursuant to Condition 10(a) (*Events of Default*), following the occurrence of which the security over the Collateral will become enforceable pursuant to the terms of Condition 11 (*Enforcement*). For the avoidance of doubt, the non-payment of interest in respect of any Class of Notes Outstanding other than the Controlling Class shall not constitute an Issuer Event of Default and at no time will non-payment of interest in respect of the Class E Notes constitute an Issuer Event of Default.

Reinvestment Period: .....

The Reinvestment Period is the period from the Original Issue Date up to but excluding the Determination Date immediately preceding the Payment Date falling in July 2014.

The Reinvestment Period shall automatically terminate upon the earliest of (i) the Payment Date on which the entire aggregate principal amount outstanding of all of the Notes is to be optionally redeemed and (ii) the date of the occurrence of an Issuer Event of Default.

The Reinvestment Period may also be terminated earlier at the option of the Issuer, if at any time the Collateral Manager (acting in its sole and absolute discretion on behalf of the Issuer) by notice certifies to the Issuer that it has, after making all reasonable efforts to do so, been unable for reasons beyond its control to identify Additional Portfolio Collateral that are deemed appropriate by the Collateral Manager (acting reasonably in accordance with its normal practice and acting on behalf of the Issuer) and which meet the Eligibility Criteria or, to the extent applicable, the Reinvestment Criteria in sufficient amounts to permit investment or reinvestment of the funds required to be invested by the Issuer, *provided* that the Issuer has obtained the consent of the holders of at least 51 per cent. of the aggregate principal amount outstanding of the Class E Notes (including for this purpose any of the Notes held by the Collateral Manager and its Affiliates) that the Reinvestment Period may be terminated prior to but excluding the Determination Date immediately preceding the Payment Date falling in July 2014.

Maturity and Average Life : .....

The Notes of each Class Outstanding will mature at their principal amounts outstanding on 18 December 2024 (subject to adjustment for non-Business Days) (the "**Maturity Date**"), in each case unless repaid or redeemed prior to the Maturity Date. The average life of each Class of the Notes is expected to be equal to or shorter than

the number of years between the Original Issue Date and the Maturity Date (in the case of the Existing Notes) and the Second Issue Date and the Maturity Date (in the case of the Further Notes).

Redemption of the Notes: .....

Principal payments on the Notes will be made in the following circumstances, each as described in further detail below:

- (a) *Final Redemption*: On the Maturity Date. See Condition 7(a) (*Final Redemption*).
- (b) *Optional Redemption; Class E Noteholders*: All (but not some) of the Notes shall be redeemed at their applicable Redemption Prices by the Issuer at the request in writing of the holders of at least  $66\frac{2}{3}$  per cent. of the aggregate principal amount of Class E Notes Outstanding on any date falling after the Original Issue Date or on any date following the occurrence of a Collateral Tax Event, subject to certain conditions. See Condition 7(b)(i)(A) (*Optional Redemption—Redemption of the Class E Noteholders*).
- (c) *Optional Redemption; Tax Reasons*: All (but not some) of the Notes shall be redeemed at their applicable Redemption Prices by the Issuer with the consent in writing of the holders of at least  $66\frac{2}{3}$  per cent. of the aggregate principal amount of Class E Notes Outstanding or the consent in writing of the Trustee acting on the directions of the holders of at least  $66\frac{2}{3}$  per cent. of the aggregate principal amount outstanding of the Controlling Class on any Payment Date following the occurrence of a Tax Event, subject to certain conditions. See Condition 7(b)(i)(B) (*Redemption for Tax Reasons*).
- (d) *Mandatory Redemption; Breach of Coverage Test*: In the event that any one of the Coverage Tests (as determined by the Collateral Administrator) is not satisfied on any Determination Date, on the Payment Date following such Determination Date, Interest Proceeds and thereafter Principal Proceeds will be used, each subject to the applicable Priorities of Payment, to redeem the Notes, in whole or in part, to the extent necessary to ensure the relevant Coverage Tests are satisfied if recalculated following such redemption. See Condition 7(c)(i) (*Redemption upon Breach of Coverage Test*).
- (e) *Mandatory Redemption; Target Date Rating Downgrade*: If a Target Date Rating Downgrade occurs and is continuing on the Business Day prior to a Payment Date, Interest Proceeds and, thereafter, Principal Proceeds will be applied, subject to the Priorities of Payment, on such Payment Date to redeem the Notes, in whole or in part, until S&P confirms in writing that each such rating is reinstated. See Condition 7(c)(ii) (*Redemption Following Target Rate Rating Downgrade*).
- (f) *Mandatory Redemption After the Reinvestment Period*: On each Payment Date after the end of the Reinvestment Period, Principal Proceeds (other than certain Unscheduled Principal Proceeds and Sale Proceeds from Credit Improved Securities, which at the option of the Collateral Manager may be invested in Portfolio Collateral) will be applied, subject to the Priorities of Payment, to redeem the Notes. See Condition 7(c)(iv) (*Redemption Following Expiry of the Reinvestment Period*).

- (g) *Mandatory Redemption Upon Breach of Reinvestment OC Test*: On each Payment Date after the end of the Reinvestment Period, in the event that the Reinvestment OC Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Measurement Date, Interest Proceeds net of the amounts payable under Condition 3(c)(i)(A) to (P) (inclusive) will be used, subject to the Priorities of Payment, to redeem the Notes, in whole or in part, to the extent necessary to cause the Reinvestment OC Test to be met if recalculated following such redemption or repayment. See Condition 7(c)(iv) (*Redemption upon Breach of Reinvestment OC Test*).
- (h) *Special Redemption at the option of the Collateral Manager*: Save as provided below, principal on the Notes shall be paid in accordance with Condition 3(c)(iii)(O) (*Application of Principal Proceeds on Payment Dates*) by the Issuer if, at any time during the Reinvestment Period, the Collateral Manager (acting on behalf of the Issuer) by notice certifies to the Issuer and the Trustee that for a period of 90 days following receipt of such funds it has been unable to identify Additional Portfolio Collateral that are deemed appropriate by the Collateral Manager (in its discretion and acting on behalf of the Issuer) and which meet the Eligibility Criteria or, to the extent applicable, the Reinvestment Criteria and the Additional Reinvestment Criteria, in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then held in the Principal Collection Account that are to be invested in Additional Portfolio Collateral (a "**Special Redemption**"). See Condition 7(d) (*Redemption at the Option of the Collateral Manager*).

Security for the Notes: .....

The Existing Notes are (and the Further Notes will be) debt obligations of the Issuer secured in favour of the Trustee for the benefit of the Secured Parties by, amongst other things: (a) a first fixed charge over and/or assignment by way of security of all rights of the Issuer in respect of: (i) the Portfolio, (ii) any Eligible Investments, (iii) the Accounts and (iv) the Transaction Documents; and (b) a floating charge over all the other assets (including all cash and other property) and undertakings of the Issuer (present and future) excluding (A) any and all assets, property or rights which are located in, or governed by the laws of, The Netherlands (except for contractual rights or receivables (*rechten of vorderingen op naam*) which are assigned or charged to the Trustee); (B) any and all Dutch Ineligible Securities; (C) the Issuer's rights under the Management Agreement; (D) the Issuer's rights in respect of and any and all amounts standing to the credit of the Issuer Dutch Account (together, the "**Collateral**"). See Condition 4(a) (*Security*) and "*Description of the Portfolio*" in the Original Prospectus.

Purchase of Portfolio Collateral:.....

The Issuer had prior to the Original Issue Date purchased Portfolio Collateral the aggregate Principal Balance of which was equal to at least 50 per cent. of the Target Par Amount. The "**Target Par Amount**" was, on the Original Issue Date, €325,000,000 and will, on the Second Issue Date, be increased to €516,182,933.85. The Collateral Manager, on behalf of the Issuer, purchased Additional Portfolio Collateral during the Ramp-Up Period using amounts standing to the credit of the Pre-Funding Account and Principal Proceeds. The Target Par Amount of €516,182,933.85 will be reached on the Second Issue Date. The Target Date Rating

Requirements (as defined in Condition 1) are required to be met on the Target Date. The Target Date will occur on the earlier of (a) 26 March 2009 and (b) the date specified as such by the Collateral Manager in accordance with the terms of the Collateral Management Agreement. As at the date of this Prospectus, the Collateral Manager has not specified a date as the Target Date.

Pursuant to the Further Portfolio Sale Agreement, the Seller has transferred the legal (but not the equitable) title to certain Additional Portfolio Collateral to the Issuer (the "**Further Issue Additional Portfolio Collateral**"). On the Second Issue Date, the Issuer will use the proceeds of the Further Notes to purchase the equitable title to the Further Issue Additional Portfolio Collateral. Subject to the terms and conditions described in the Original Prospectus, the Collateral Manager, on behalf of the Issuer, may purchase Additional Portfolio Collateral during and after the Reinvestment Period. See "Description of the Portfolio—Sale of Portfolio Collateral and Reinvestment Criteria" in the Original Prospectus.

Collateral Quality Tests,  
Eligibility Criteria and the  
Coverage Tests: .....

The Collateral Quality Tests, paragraph (c) of the Eligibility Criteria and the Coverage Tests are not required to be satisfied on the Second Issue Date, but must be satisfied on the Target Date. In addition, after (and including) the Target Date, the Reinvestment Criteria and the Additional Reinvestment Criteria must be satisfied before and after giving effect to the purchase of any Additional Portfolio Collateral (including the Further Issue Additional Portfolio Collateral) to the extent required pursuant to the Collateral Management Agreement. See "*Description of the Portfolio*".

Collateral Quality Tests<sup>1</sup>: .....

Collateral Quality Tests	Required
Weighted Average Life Test	See table under " <i>Description of the Portfolio – The Collateral Quality Tests</i> " of Original Prospectus
Minimum Weighted Average Spread Test	See S&P Test Matrix
S&P Minimum Weighted Average Recovery Rate Test	See S&P Test Matrix
CDO Monitor Test	Positive

<sup>1</sup> For a more complete description of each of the Collateral Quality Tests, see "*Description of the Portfolio—The Collateral Quality Tests*" of the Original Prospectus.



Certain Eligibility Criteria<sup>2</sup>:.....

Criteria	Percentage Permitted of the Maximum Investment Amount
Senior Secured Loans, any single obligor	Max. 3.08 per cent.
Senior Secured Loans, 2 out of 4 obligors	Max. 4.62 per cent.
Senior Secured Loans, remaining 2 out of 4 obligors	Max. 3.85 per cent.
Second Lien Loans together with Structured Finance Securities	Max. 10 per cent.
Second Lien Loans and Structured Finance Securities, any single obligor	Max. 3.08 per cent.
Second Lien Loans and Structured Finance Securities, 2 out of 4 obligors	Max. 4.62 per cent.
Second Lien Loans and Structured Finance Securities, remaining 2 out of 4 obligors	Max 3.85 per cent.

Coverage Tests:.....

Payments under the Notes are subject to the Coverage Tests. The Coverage Tests will include the following: (i) the Senior Overcollateralisation Ratio Test; (ii) the Class B Overcollateralisation Ratio Test; (iii) the Class C Overcollateralisation Ratio Test; (iv) the Class D Overcollateralisation Test; and (v) the Senior Interest Coverage Test. A breach of a Coverage Test will cause redemption of the Notes of the Class to which such Coverage Test relates and all prior ranking Classes of Notes in accordance with the Priorities of Payment on the related Payment Date; such redemption to be applied out of Interest Proceeds and Principal Proceeds.

Each of the Coverage Tests shall be satisfied on a Measurement Date on or after the Target Date if the corresponding Overcollateralisation Ratio on such Measurement Date is at least equal to the percentage specified in the table below in relation to the respective Coverage Test.

Class	Required Overcollateralisation Ratio
A	125 per cent.
B	116 per cent.
C	109 per cent.
D	104.5 per cent.

The Senior Interest Coverage Test shall be satisfied on a Measurement Date on or after the Target Date if the Senior Interest Coverage Ratio on such Measurement Date is at least equal to 105 per cent.

Reinvestment in Collateral Debt Securities:.....

Subject to certain limits, Principal Proceeds and the amount credited to the Additional Collateral Account may be used during the Reinvestment Period to purchase Portfolio Collateral meeting the Reinvestment Criteria. Subject to certain limits, certain

<sup>2</sup> For a more complete description of the Eligibility Criteria, see "*Description of the Portfolio—Eligibility Criteria*" of the Original Prospectus.

	<p>Unscheduled Principal Proceeds and Sale Proceeds from Credit Improved Securities may be used after the Reinvestment Period to purchase Portfolio Collateral meeting the Reinvestment Criteria and the Additional Reinvestment Criteria. See "<i>Description of the Portfolio—Sale of Portfolio Collateral and Reinvestment Criteria</i>" of the Original Prospectus.</p>
Fees paid to Collateral Manager: .....	<p>The Collateral Manager shall, subject to the Priorities of Payment and the limited recourse and non-petition provisions of the Collateral Management Agreement (which are similar to Condition 4(c) (<i>Limited Recourse and Non-Petition</i>)), be paid:</p> <ul style="list-style-type: none"> <li>(a) the Base Collateral Management Fee in arrear on each Payment Date;</li> <li>(b) the Subordinated Collateral Management Fee in arrear on each Payment Date; and</li> <li>(c) the Incentive Collateral Management Fee in arrear on each Payment Date, but only if the Incentive Management Fee Hurdle Rate is achieved.</li> </ul> <p>Any Base Collateral Management Fee and/or Subordinated Collateral Management Fee not paid on the Payment Date on which it is due will be added to the Base Collateral Management Fee and/or Subordinated Collateral Management Fee, respectively, due on the next occurring Payment Date.</p>
Accounts:.....	<p>The Issuer has established various accounts with the Account Bank. The Issuer may also open custody accounts with the Custodian in accordance with the Agency Agreement. See "<i>Description of the Accounts</i>" of the Original Prospectus.</p>
Eligible Investments:.....	<p>Amounts standing to the credit of the Accounts may be invested by or on behalf of the Issuer in Eligible Investments.</p>
Hedge Arrangements: .....	<p>The Issuer may from time to time enter into hedging arrangements to hedge interest rate or currency risks. The Issuer will have to obtain Rating Agency Confirmation prior to entering into any further hedging arrangement in unless such hedging arrangement is a Form-Approved Hedge. See "<i>Description of Hedge Arrangements</i>" of the Original Prospectus. The Hedge Transactions are documented by a 1992 ISDA Master Agreement (<i>Multi-currency—Cross Border</i>) as published by the International Swaps and Derivatives Association, Inc., together with a schedule thereto and confirmations (the "<b>Hedge Agreement</b>").</p>
Liquidation of Collateral Debt Securities:.....	<p>The Collateral Manager, on behalf of the Issuer, will sell or liquidate all Collateral (including any remaining Portfolio Collateral, Eligible Investments and any remaining Hedge Agreements) for settlement no later than the Maturity Date and deposit the proceeds thereof in the relevant Accounts. On the Maturity Date, all net proceeds from such liquidation and sale and all available cash will be distributed to the holders of Notes that remain Outstanding and other creditors in accordance with the Priorities of Payment whereupon all remaining Notes will be cancelled.</p>

The Offering: .....	The Further Notes will be offered outside the United States to non-U.S. Persons (as defined in Regulation S) in "offshore transactions" in reliance on Regulation S.
Authorised Denominations: .....	Notes: €100,000 and integral multiples of €500 thereof.
Form, Registration and Transfer of Further Notes:.....	<p>The Further Notes of any Class offered in reliance on Regulation S under the Securities Act will be represented by one or more global certificates of each Class, in fully registered form, without interest coupons or principal receipts (each, a "<b>Global Note</b>"), deposited with a common depository for, and registered in the name of, a nominee on behalf of Euroclear and/or Clearstream, Luxembourg.</p> <p>Interests in a Global Note will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and/or Clearstream, Luxembourg and its or their direct and indirect participants (including Euroclear and Clearstream, Luxembourg). See "<i>Form of the Notes</i>" and "<i>Book Entry Clearance Procedures</i>" of the Original Prospectus, as modified under "Incorporation by Reference" below.</p> <p>Purchases of, and transfers of interests in, a Global Note are subject to certain acknowledgements, representations, agreements and restrictions and must be made in accordance with the procedures set forth in the Trust Deed and the Agency Agreement. See "<i>Form of the Notes</i>", "<i>Book Entry Clearance Procedures</i>" of the Original Prospectus, as modified under "Incorporation by Reference" below, and "<i>Plan of Distribution and Transfer Restrictions</i>" below.</p> <p>Except only in limited circumstances described herein or in the Original Prospectus, Further Notes in definitive certificated form ("<b>Definitive Notes</b>") will not be issued in exchange for beneficial interests in a Global Note. See "<i>Form of the Notes—Exchange for Definitive Notes</i>" of the Original Prospectus, as modified under "Incorporation by Reference" below.</p> <p>No Further Note (or any interest therein) may be transferred to a transferee acquiring an interest in a Further Note except (a) to a transferee who is not a U.S. person and is acquiring such interest in an offshore transaction (within the meaning of Regulation S) (b) in compliance with the certification (if any) and other requirements set forth in the Trust Deed and (c) if such transfer is made in accordance with any applicable securities laws of any state of the United States and any other relevant jurisdiction. See "<i>Plan of Distribution and Transfer Restrictions</i>" below.</p> <p>No Further Note (or any interest therein) may be transferred, and none of the Issuer, the Registrar and the Trustee will recognise any purported transfer, unless (a) the transfer is made in a manner exempt from registration under the Securities Act, (b) such transfer is made in denominations equal to or greater than the Minimum Denomination therefor and (c) the transferee is able to make all applicable certifications and representations required by the relevant transfer certificate set out in the Trust Deed (if applicable). See "<i>Plan of Distribution and Transfer Restrictions</i>" below.</p> <p>Notwithstanding the foregoing paragraph, (x) an owner of a beneficial interest in a Global Note may transfer such interest in the form of a beneficial interest in such Global Note without the provision of written certification, <i>provided</i> that such transfer is not</p>

made to a U.S. Person or for the account or benefit of a U.S. Person and is effected through Euroclear or Clearstream, Luxembourg in an offshore transaction in reliance on Regulation S and may be made only upon provision to the Registrar of written certification from the transferee and transferor in the form provided in the Trust Deed. See "*Plan of Distribution and Transfer Restrictions*" below.

The Trust Deed provides that the Issuer may require the sale of any Further Note that has been transferred in breach of certain of such transfer restrictions. See "*Plan of Distribution and Transfer Restrictions*" below.

Listing and Trading: ..... The Prospectus has been approved by the Irish Financial Services Regulatory Authority, as competent authority under the Prospectus Directive 2003/71/EC. The Irish Financial Services Regulatory Authority only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive 2003/71/EC. Application has been made to the Irish Stock Exchange for Class of Further Notes to be admitted to the Official List and trading on its regulated market. Such approval relates only to Further Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC or which are to be offered to the public in any member state of the European Economic Area. There can be no assurance that such listing will be granted. There is currently no market for the Further Notes and no assurance can be given that such a market will develop. See "*Risk Factors—Limited Liquidity of Notes and Restrictions on Transfer*" of the Original Prospectus of the Original Prospectus, as modified under "Incorporation by Reference" below.

Governing Law: ..... The Notes, the Trust Deed, the Supplemental Trust Deed and all other Transaction Documents, unless otherwise specified, are or will be governed by, and construed in accordance with, English law. The Management Agreement is governed by, and shall be construed in accordance with, Dutch law.

Withholding Tax: ..... All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within The Netherlands or any other jurisdiction, or any political sub division or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. For the avoidance of doubt, the Issuer shall not be required to gross up any payments made to the Noteholders and shall withhold or deduct from any such payments any amounts on account of tax where so required by law or any relevant taxing authority. See "*Tax Considerations*" of the Original Prospectus, as modified under "Incorporation by Reference" below.

Additional Issuances: ..... Additional Notes may be issued and sold subject to satisfaction of the conditions set out in Condition 17 (*Further Issues*).

Acquisition of Class E Notes ..... On the Original Issue Date, Investec and/or one or more of its Affiliates acquired 100 per cent. of the principal amount of the Existing Class E Notes Outstanding. On the Second Issue Date, Investec and/or one or more of its Affiliates will acquire 100 per cent. of the principal amount of the Further Class E Notes Outstanding.

## **RISK FACTORS**

An investment in the Further Notes involves certain risks. Prospective investors should carefully consider the factors set out in "Risk Factors" in the Original Prospectus (subject to the amendments set out under "Incorporation by reference" above), in addition to the matters set forth elsewhere in the Original Prospectus and this Prospectus, prior to investing in any Class of Notes.

### **Banking (Special Provisions) Act 2008**

It should also be noted that the UK government introduced a Banking Reform Bill into the House of Commons on 7 October 2008 as a permanent replacement of the temporary transfer powers under the Banking (Special Provisions) Act 2008, which bill provides, *inter alia*, for powers of the FSA, HM Treasury and the Bank of England to direct and accelerate transfers of banking business to a private sector purchaser, to take control of a failing bank by transferring all or part of the business of the bank into a "bridge bank" owned by the Bank of England and to take temporary public ownership of all or part of a bank that fails to maintain specified regulatory requirements. Further secondary legislation and a code of practice relating to the Banking Reform Bill is expected. Much of the detail in respect of the new measures proposed under the Banking Reform Bill is therefore still not available.

## CONDITIONS OF THE NOTES

*The following are the conditions of each of the Further Class A Notes, the Further Class B Notes, the Further Class C Notes, the Further Class D Notes and the Further Class E Notes substantially in the form in which they will be endorsed on such Further Notes if issued in definitive certificated form and will be incorporated by reference into the Global Notes of each Class representing the Further Notes subject to the provisions of such Global Notes, some of which will modify the effect of these Conditions. See "Form of the Notes—Amendments to Conditions" of the Original Prospectus.*

The issue of €244,007,500 Class A Senior Secured Floating Rate Notes due 2024 (the "**Existing Class A Notes**"), €22,955,000 Class B Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class B Notes**"), €20,755,000 Class C Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class C Notes**"), €12,430,500 Class D Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class D Notes**"), and together with the Existing Class A Notes, the Existing Class B Notes and the Existing Class C Notes, the "**Existing Rated Notes**"), and €27,052,000 Class E Subordinated Deferrable Secured Floating Rate Notes due 2024 (the "**Existing Class E Notes**"), and together with the Existing Rated Notes, the "**Existing Notes**"), was authorised by a resolution of the board of Managing Directors of the Issuer dated 25 June 2008.

The issue of €143,538,500 Class A Senior Secured Floating Rate Notes due 2024 (the "**Further Class A Notes**"), €13,503,500 Class B Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class B Notes**"), €12,209,000 Class C Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class C Notes**"), €7,312,500 Class D Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class D Notes**"), and together with the Further Class A Notes, the Further Class B Notes and the Further Class C Notes, the "**Further Rated Notes**"), and €15,049,500 Class E Subordinated Deferrable Secured Floating Rate Notes due 2024 (the "**Further Class E Notes**"), and together with the Further Rated Notes, the "**Further Notes**" and, together with the Existing Notes, the "**Notes**"), was authorised by a resolution of the board of Managing Directors of the Issuer dated 20 November 2008.

The Existing Notes are constituted by a trust deed (the "**Trust Deed**") dated on or about the Original Issue Date, between, amongst others, the Issuer, The Law Debenture Trust Corporation p.l.c. in its capacity as trustee (the "**Trustee**", which expression shall include all persons for the time being acting as the trustee or trustees under the Trust Deed) for the Secured Parties. The Further Notes are constituted by a deed supplemental to the Trust Deed (the "**Supplemental Trust Deed**") expected to be dated on or about the Second Issue Date between the same parties. In the event of replacement or removal of the Trustee, a suitable replacement shall be found before any termination of the Trustee's appointment will be effected.

These Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (which includes the forms of the certificates representing the Notes). The following agreements have been entered into on or about the Original Issue Date in relation to the Notes:

- (a) an agency agreement dated on or about the Original Issue Date (the "**Agency Agreement**") between the Issuer, HSBC Bank plc in its capacity as paying agent (the "**Paying Agent**", which term shall include any successor or substitute paying agent appointed pursuant to the terms of the Agency Agreement), in its capacity as account bank (the "**Account Bank**", which term shall include any successor or substitute account bank appointed pursuant to the terms of the Agency Agreement), in its capacity as custodian (the "**Custodian**", which term shall include any successor or substitute custodian appointed pursuant to the terms of the Agency Agreement) and in its capacity as registrar (the "**Registrar**", which term shall include any successor or substitute registrar appointed pursuant to the terms of the Agency Agreement), Law Debenture Asset Backed Solutions Limited as collateral administrator (the "**Collateral Administrator**", which term shall include any successor or substitute collateral administrator appointed pursuant to the terms of the Collateral Administration Agreement) and Investec Principal Finance, a business unit division of Investec Bank (UK) Ltd. (the "**Collateral Manager**", which term shall include any successor or substitute collateral manager appointed pursuant to the terms of the Collateral Management Agreement) and the Trustee;
- (b) a collateral management agreement dated on or about the Original Issue Date (the "**Collateral Management Agreement**") between the Collateral Manager, the Issuer and the Trustee;
- (c) a portfolio sale agreement dated on or about the Original Issue Date (the "**Portfolio Sale Agreement**") between the Seller and the Issuer;

- (d) a collateral administration agreement dated on or about the Original Issue Date (the "**Collateral Administration Agreement**") between the Collateral Administrator, the Issuer, the Collateral Manager, the Trustee and the Account Bank;
- (e) a bank account agreement dated on or about the Original Issue Date (the "**Bank Account Agreement**") between the Account Bank, the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager under which the Account Bank agrees to act as Account Bank in respect of the Accounts of the Issuer;
- (f) a management agreement dated on or about the Original Issue Date (the "**Management Agreement**") between the Managing Directors and the Issuer under which the Managing Directors agree to provide certain services to the Issuer; and
- (g) a Subscription Agreement dated on or about the Original Issue Date (the "**Subscription Agreement**") between Investec Bank (UK) Limited (the "**Initial Purchaser**") and the Issuer.

In relation to the Further Notes, a subscription agreement was entered into on or about the Further Issuer Date (the "**Further Notes Subscription Agreement**") between the Initial Purchaser and the Issuer.

Copies of the Trust Deed, the Agency Agreement, the Collateral Management Agreement, the Portfolio Sale Agreement, the Collateral Administration Agreement, the Bank Account Agreement, the Management Agreement, each Hedge Agreement, the Subscription Agreement, the Further Note Subscription Agreement, any Additional Security Documents and the Collateral Acquisition Agreements will be available for inspection during usual business hours at the principal office of the Paying Agent (as at the Second Issue Date, at 8 Canada Square, London E14 5HQ) and at the specified offices of the Registrar.

The holders of each Class of Notes are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Trust Deed and the other Transaction Documents.

References to the Trust Deed and to any other Transaction Document or other document referred to in these Conditions shall be deemed to include reference to such document, as amended, modified, supplemented, replaced or novated from time to time in accordance with the terms of the Trust Deed or any other Transaction Document or other document.

## 1. Definitions

In these Conditions, the following terms shall have the following meaning:

"**Accounts**" means the Interest Collection Account, the Principal Collection Account, the Additional Collateral Account, the Euro Principal Reserve Account, the Euro Payment Account, the Euro Expense Account, the Dollar Interest Account, the Dollar Principal Account, the Sterling Interest Account, the Sterling Principal Account, the Pre-Funding Account and each Currency Account, each of which is to be held and administered outside of The Netherlands.

"**Accrued Euro Collateral Interest Amount**" means, as of any Payment Date, the amount which is equal to the aggregate of all accrued interest under the Portfolio Collateral (including for the avoidance of doubt, the non-Euro accrued interest of Non-Euro Portfolio Collateral, the subject of an Asset Swap Transaction which shall be converted into Euro at the relevant Asset Swap Transaction Exchange Rate) in the Portfolio (other than Defaulted Loans) denominated in Euro which is not payable to the Issuer on or prior to the Determination Date in respect of such Payment Date by the Obligors of the relevant Portfolio Collateral.

"**Additional Collateral Account**" means the Euro account so named of the Issuer held with the Account Bank, amounts standing to the credit of which, subject to certain conditions, may be used to purchase Additional Portfolio Collateral during the Reinvestment Period.

"**Additional Portfolio Collateral**" means a Secured Senior Loan, a Second Lien Loan or Structured Finance Security purchased by or on behalf of the Issuer during or after the Reinvestment Period pursuant to the Collateral Management Agreement.

**"Additional Reinvestment Criteria"** means the Additional Reinvestment Criteria specified in the Collateral Management Agreement.

**"Additional Security Documents"** means each security document which may be required to be entered into by the Issuer from time to time in addition to the Trust Deed in order to perfect any security granted by the Issuer to the Trustee pursuant to the Trust Deed and **"Additional Security Document"** shall mean any of them.

**"Adjustment Amount"** means on any date, the product obtained by multiplying (x) the Principal Balance in respect of a Portfolio Collateral by (y) the difference between (A) 100 per cent. and (B) the applicable Recovery Percentage, provided that the Adjustment Amount with respect to the first 5 per cent of the Maximum Investment Amount of all CCC Securities having the highest Market Value will be zero.

**"Administrative Expenses"** means amounts due and payable in the order of priority listed below to:

- (a) the independent accountants, agents and counsel of the Issuer, including fees, costs and expenses payable to each Agent and the Account Bank pursuant to the Agency Agreement and the Bank Account Agreement respectively;
- (b) the Managing Directors pursuant to the Management Agreement;
- (c) the Collateral Administrator pursuant to the Collateral Administration Agreement;
- (d) any rating agency which may, from time to time, be requested to assign a rating to or reaffirm each rating of the Class A Notes and the other Rated Notes or a confidential credit estimate to any of the Portfolio Collateral, for fees and expenses in connection with any such rating or confidential credit estimate and to any rating agency with respect to such rating agency's fees and expenses in connection with its monitoring of the Rated Notes;
- (e) any other Person in respect of any governmental fee or charge;
- (f) any other Person in respect of any other fees or expenses permitted under these Conditions, the Transaction Documents and the documents delivered pursuant to or in connection with the Notes or the sale thereof (including the fees of any stock exchange on which the Notes are listed); and
- (g) the Collateral Manager pursuant to the Collateral Management Agreement, but excluding any Collateral Management Fees,

in each case, together with any VAT due and payable in respect thereof, *provided* that Administrative Expenses shall not include any Trustee Fees or amounts due or accrued with respect to the actions taken on or in connection with the Original Issue Date and the Second Issue Date, including fees payable to S&P and any other fees and expenses which are payable out of the proceeds of the issue of the Notes.

**"Affiliate"** or **"Affiliated"** means with respect to a Person, (a) any other Person who directly or indirectly is in control of, or is controlled by, or is under common control with, such Person and any partnership in respect of which such Person is the general or managing partner or investment fund of which such Person is the manager or (b) any other Person who is a director, officer or employee (i) of such Person, (ii) of any subsidiary or parent company of such Person or (iii) of any Person described in paragraph (a) above. For the purposes of this definition, "control" of a Person shall mean the power, direct or indirect, (A) to vote more than 50 per cent. of the securities having ordinary voting power for the election of directors of such Person, or (B) to direct or cause the direction of the investments, management or policies of such Person whether by contract or otherwise.

**"Agents"** means each of the Registrar, the Custodian and the Paying Agent and each of their permitted successors or assigns and **"Agent"** means any of them.



"**Applicable EURIBOR**" means, with respect to the Notes, six month EURIBOR for the Notes or EURIBOR for such other appropriate period in respect of the first Interest Accrual Period, the second Interest Accrual Period and the Interest Accrual Period immediately prior to the Maturity Date or the Redemption Date, provided that, for the avoidance of doubt, for the purposes of the first Interest Accrual Period, Applicable EURIBOR for each Class of Further Notes shall be the same as Applicable EURIBOR for the equivalent Class of Existing Notes.

"**Asset Swap Transaction**" means each asset swap transaction entered into pursuant to a Hedge Agreement by the Issuer with a Hedge Counterparty in connection with Non-Euro Portfolio Collateral under which the Issuer swaps cash flows receivable on such Non-Euro Portfolio Collateral for Euro denominated cash flows from such Hedge Counterparty.

"**Asset Swap Transaction Exchange Rate**" means the exchange rate specified as such in, and applicable to each Asset Swap Transaction.

"**Authorised Denomination**" means integral multiples of €500.

"**Authorised Officer**" means, with respect to the Issuer, any Managing Director of the Issuer or person who is authorised to act for the Issuer in matters relating to, and binding upon, the Issuer.

"**Base Collateral Management Fee**" means the sum of (i) the fee payable to the Collateral Manager on each Payment Date pursuant to the Collateral Management Agreement, equal to 0.15 per cent. per annum (calculated on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the daily weighted average aggregate of the Principal Balances of the Portfolio Collateral during the Due Period ending immediately preceding such Payment Date and (ii) any value added tax in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority).

"**Basic Terms Modification**" has the meaning given to it in Condition 14(a) (*Meetings of Noteholders*).

"**Business Day**" means (unless otherwise defined):

- (a) a day on which the TARGET System is open; and
- (b) a day on which commercial banks and foreign exchange markets settle payments in London and New York City and on which banks are open for business in the place of the specified office of the Registrar (other than a Saturday, Sunday or public holiday).

"**CCC Security**" means any Portfolio Collateral that has an S&P Rating of "CCC+", "CCC" or "CCC-"

"**Class**" or "**Class of Notes**" means, in respect of the Notes, the class of Notes identified as either Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes; *provided* that for the purposes of voting on resolutions, issuing directions to the Trustee and any other decisions required to be made by any Noteholders, the Class A Notes shall constitute one class and the most senior class for so long as the Class A Notes are Outstanding, and "**Class of Noteholders**" shall be construed accordingly.

"**Class A Definitive Notes**" means the registered notes in definitive form to be issued in respect of the Class A Notes pursuant to, and in the circumstances specified in, the Trust Deed and sold in reliance on Regulation S, substantially in the form set out in the Trust Deed or, as the context may require, a specific number thereof and includes any replacements for Class A Definitive Notes issued pursuant to the Conditions.

"**Class A Further Issue Notes**" has the meaning given to it in Condition 17 (*Further Issues*).

"**Class A Global Notes**" means the global notes to be issued by the Issuer pursuant to the Trust Deed representing the Class A Notes, substantially in the form set out in the Trust Deed.

"**Class A Margin**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class A Note Interest Rate**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class A Noteholders**" means the holders of the Class A Notes from time to time.

"**Class A Notes**" means the Existing Class A Notes and the Further Class A Notes or the amount thereof for the time being Outstanding, or as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references to the Class A Notes shall be a reference to such Class A Notes whether in global form or definitive form.

"**Class B Deferred Interest**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class B Definitive Notes**" means the registered notes in definitive form to be issued in respect of the Class B Notes pursuant to, and in the circumstances specified in, the Trust Deed and sold in reliance on Regulation S, substantially in the form set out in the Trust Deed or, as the context may require, a specific number thereof and includes any replacements for Class B Definitive Notes issued pursuant to the Conditions.

"**Class B Further Issue Notes**" has the meaning given to it in Condition 17 (*Further Issues*).

"**Class B Global Notes**" means the global notes to be issued by the Issuer pursuant to the Trust Deed representing the Class B Notes, substantially in the form set out in the Trust Deed.

"**Class B Margin**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class B Note Interest Rate**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class B Noteholders**" means the holders of the Class B Notes from time to time.

"**Class B Notes**" means the Existing Class B Notes and the Further Class B Notes or the amount thereof for the time being Outstanding, or as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references to the Class B Notes shall be a reference to such Class B Notes whether in global form or definitive form and issued in reliance on Regulation S.

"**Class B Overcollateralisation Ratio**" means, as at any Measurement Date, the ratio (expressed as a percentage) obtained by dividing the Net Portfolio Collateral Balance by the aggregate principal amount of the Class A Notes and the Class B Notes Outstanding (including for the avoidance of doubt, any Class B Deferred Interest).

"**Class B Overcollateralisation Ratio Test**" shall be satisfied in respect of any Measurement Date falling on or after the Target Date, if on such Measurement Date, the Class B Overcollateralisation Ratio is at least 116 per cent.

"**Class C Definitive Notes**" means the registered notes in definitive form to be issued in respect of the Class C Notes pursuant to, and in the circumstances specified in, the Trust Deed and sold in reliance on Regulation S, substantially in the form set out in the Trust Deed or, as the context may require, a specific number thereof and includes any replacements for Class C Definitive Notes issued pursuant to the Conditions.

"**Class C Further Issue Notes**" has the meaning given to it in Condition 17 (*Further Issues*).

"**Class C Global Notes**" means the global notes to be issued by the Issuer pursuant to the Trust Deed representing the Class C Notes, substantially in the form set out in the Trust Deed.

"**Class C Margin**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class C Note Interest Rate**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class C Noteholders**" means the holders of the Class C Notes from time to time.

"**Class C Notes**" means the Existing Class C Notes and the Further Class C Notes or the amount thereof for the time being Outstanding, or as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references to the Class C Notes shall be a reference to such Class C Notes whether in global form or definitive form and issued in reliance on Regulation S.

"**Class C Overcollateralisation Ratio**" means, as at any Measurement Date, the ratio (expressed as a percentage) obtained by dividing the Net Portfolio Collateral Balance by the aggregate principal amount of the Class A Notes, the Class B Notes and the Class C Notes Outstanding (including for the avoidance of doubt, any Class B Deferred Interest and Class C Deferred Interest).

"**Class C Overcollateralisation Ratio Test**" shall be satisfied in respect of any Measurement Date falling on or after the Target Date, if on such Measurement Date, the Class C Overcollateralisation Ratio is at least 109 per cent.

"**Class D Deferred Interest**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class D Definitive Notes**" means the registered notes in definitive form to be issued in respect of the Class D Notes pursuant to, and in the circumstances specified in, the Trust Deed and sold in reliance on Regulation S, substantially in the form set out in the Trust Deed or, as the context may require, a specific number thereof and includes any replacements for Class D Definitive Notes issued pursuant to the Conditions.

"**Class D Further Issue Notes**" has the meaning given to it in Condition 17 (*Further Issues*).

"**Class D Global Notes**" means the global notes to be issued by the Issuer pursuant to the Trust Deed representing the Class D Notes, substantially in the form set out in the Trust Deed.

"**Class D Margin**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class D Note Interest Rate**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class D Noteholders**" means the holders of the Class D Notes from time to time.

"**Class D Notes**" means the Existing Class D Notes and the Further Class D Notes or the amount thereof for the time being Outstanding, or as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references to the Class D Notes shall be a reference to such Class D Notes whether in global form or definitive form and issued in reliance on Regulation S.

"**Class D Overcollateralisation Ratio**" means, as at any Measurement Date, the ratio (expressed as a percentage) obtained by dividing the Net Portfolio Collateral Balance by the aggregate principal amount of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes Outstanding (including for the avoidance of doubt, any Class B Deferred Interest, Class C Deferred Interest and Class D Deferred Interest).

"**Class D Overcollateralisation Ratio Test**" shall be satisfied in respect of any Measurement Date falling on or after the Target Date, if on such Measurement Date, the Class B Overcollateralisation Ratio is at least 104.5 per cent.

"**Class E Definitive Notes**" means the registered notes in definitive form to be issued in respect of the Class E Notes pursuant to, and in the circumstances specified in, the Trust Deed and sold in reliance on Regulation S, substantially in the form set out in the Trust Deed or, as the context may require, a specific number thereof and includes any replacements for Class E Definitive Notes issued pursuant to the Conditions.

"**Class E Deferred Interest**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class E Further Issue Notes**" has the meaning given to it in Condition 17 (*Further Issues*).

"**Class E Global Notes**" means the global notes to be issued by the Issuer pursuant to the Trust Deed representing the Class E Notes, substantially in the form set out in the Trust Deed.

"**Class E Margin**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class E Note Interest Rate**" has the meaning given thereto in Condition 6 (*Interest*).

"**Class E Noteholders**" means the holders of the Class E Notes from time to time.

"**Class E Notes**" means the Existing Class E Notes and the Further Class E Notes due 2024 or the amount thereof for the time being Outstanding, or as the context may require, a specific number thereof and, unless expressly stated to the contrary, all references to the Class E Notes shall be a reference to such Class E Notes whether in global form or definitive form and issued in reliance on Regulation S.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateral**" means the property, assets and benefits described in Condition 4 (*Security*) which are charged and assigned to the Trustee from time to time for the benefit of the Secured Parties pursuant to the Trust Deed.

"**Collateral Acquisition Agreements**" means the agreement or agreements, including the Portfolio Sale Agreement, entered into by the Issuer in relation to the purchase by the Issuer of Senior Secured Loans, Second Lien Loans and/or Structured Finance Securities either, (i) on or prior to the Original Issue Date or (ii) subsequent to the Original Issue Date, together with any other agreements entered into by or on behalf of the Issuer from time to time for the acquisition of Portfolio Collateral thereafter.

"**Collateral Management Fee**" means each of the Base Collateral Management Fee, the Incentive Collateral Management Fee, the Subordinated Collateral Management Fee and, if applicable, the Replacement Collateral Manager Subordinated Fee.

"**Collateral Manager Termination Amount**" means the amount, determined pursuant to the Collateral Management Agreement, payable to the Collateral Manager in respect of the termination of its services under the Collateral Management Agreement without cause (together with any applicable value added tax thereon whether payable to the Collateral Manager or directly to the relevant taxing authority).

"**Collateral Quality Tests**" has the meaning given to such term in the Collateral Administration Agreement.

"**Collateral Tax Event**" means the introduction of a new, or any change in, home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation which results in any portion of any payment due from any issuer or obligor under any Portfolio Collateral held by or on behalf of the Issuer becoming properly subject to the imposition of home jurisdiction or foreign withholding tax which withholding tax (i) is not compensated for by a "gross-up" provision in the terms of the Portfolio Collateral and (ii) amounts, in the aggregate, to 5 per cent. or more of the aggregate interest payments on all of the Portfolio Collateral held by or on behalf of the Issuer during the related Due Period.

"**Collection Accounts**" means the Interest Collection Account, the Principal Collection Account, the Sterling Interest Account, the Sterling Principal Account, the Dollar Interest Account and the Dollar Principal Account.

"**Conditions**" means these terms and conditions.

"**Controlling Class**" means (i) the Class A Notes, (ii) following redemption in full of the Class A Notes, the Class B Notes, (iii) following redemption in full of the Class B Notes, the Class C Notes, (iv) following redemption in full of the Class C Notes, the Class D Notes, and (v) following redemption in full of the Class D Notes, the Class E Notes.

"**Cov-Lite Loan**" means a Senior Secured Loan that (i) does not contain any financial covenants or (ii) requires the Obligor(s) to comply with an Incurrence Covenant, but no Maintenance Covenants.

**"Coverage Test"** means each of the Senior Coverage Tests, the Class B Overcollateralisation Ratio Test, the Class C Overcollateralisation Ratio Test and the Class D Overcollateralisation Ratio Test.

**"Credit Improved Security"** means any Portfolio Collateral which, in the reasonable business judgment of the Collateral Manager, has significantly improved in credit quality including a Portfolio Collateral:

- (a) whose obligor has significantly improved financial results; or
- (b) whose obligor has raised equity capital or other capital which has improved the liquidity or credit standing of such obligor; or
- (c) which has increased in price to 100.50 per cent. or more, of the original purchase price thereof; or
- (d) in the case of any Portfolio Collateral that is a Second Lien Loan or a Structured Finance Securities which has increased in price to 100.5 per cent of its original purchase price;
- (e) which is so designated by the Collateral Manager, acting in a reasonable commercial manner,

in each case of (a) through (e) of this definition, since the date on which such Portfolio Collateral was purchased.

**"Credit Risk Security"** means any Portfolio Collateral which, in the reasonable business judgment of the Collateral Manager, has a significant risk of declining in credit quality and, with a lapse of time, becoming a Defaulted Loan.

**"Currency Account"** means any account which may be required to be opened by the Issuer with the Account Bank from time to time to enable payments received from Non-Euro Portfolio Collateral which are not denominated in Euro to be paid prior to payments being made by the Issuer to the relevant Hedge Counterparty pursuant to an Asset Swap Transaction.

**"Current Pay Obligation"** means a Portfolio Collateral which would otherwise be a Defaulted Loan but as to which (i) the most recent interest and principal payment due thereon was paid in cash and the Collateral Manager reasonably expects (as determined in the reasonable business judgement of the Collateral Manager) that the next interest and principal payment due will be paid in cash which reasonable expectation shall be evidenced in writing to the Issuer, the Collateral Administrator and the Trustee; *provided* however that the Collateral Manager shall not be liable at all in the event such interest payment is not paid in part or in full, (ii) has a S&P Rating (public or private) of at least "CCC", (iii) the Market Value of which is at least 80 per cent. of par, and (iv) if the Obligor under such Portfolio Collateral is subject to any bankruptcy proceedings, a bankruptcy court has authorised the payment of interest due and payable on such Portfolio Collateral.

**"Custody Account"** means the custody account or accounts established on the books of and maintained and administered outside The Netherlands by the Custodian from time to time in accordance with the provisions of the Agency Agreement, which term shall include each cash account relating to each such custody account (if any).

**"Defaulted Loan"** means any Portfolio Collateral or any other Loan included in the Collateral:

- (a) (i) with respect to which a default as to the payment of principal and/or interest has occurred and is continuing (without regard to any grace period applicable thereto or any waiver of such payment default, except if the Collateral Manager certifies in writing that the default is not for credit related reasons then a grace period of up to five business days shall apply), (ii) with respect to which any other default thereunder or under the related Underlying Instrument has occurred, which default entitles the holders thereof, with notice, the giving of any certification or the making of any determination, or the passage of time or some or all of the aforesaid, pursuant to the related Underlying Instrument to accelerate the maturity of all or a portion of the principal amount of such obligation or security or (iii) in respect of which, the Collateral Manager becomes aware (based upon publicly available information) that the Obligor

thereunder is in default as to payment of principal and/or interest on another obligation (and such default has not been cured), save for obligations constituting trade debts which the applicable Obligor is disputing in good faith, but only if one of the following conditions is satisfied:

- (A) both such other obligation and the Portfolio Collateral are full recourse, unsecured obligations and the other obligation is senior to, or *pari passu* with, the Portfolio Collateral in right of payment; or
- (B) if the following conditions are satisfied:
  - (1) both such other obligation and the Portfolio Collateral are full recourse, secured obligations secured by identical collateral;
  - (2) the security interest securing the other obligation is senior to or *pari passu* with the security interest securing the Portfolio Collateral; and
  - (3) the other obligation is senior to or *pari passu* with the Portfolio Collateral in right of payment,save that a Portfolio Collateral shall not constitute a Defaulted Loan under this paragraph (a)(iii) if it is a Current Pay Obligation and in each of (a)(i), (ii) and (iii) only so long as such default has not been cured;
- (b) the issuer or borrower of which Portfolio Collateral is the subject of a bankruptcy, insolvency, receivership or other analogous proceeding and the Collateral Manager has knowledge of such proceedings from public or other sources of information normally available to it. The Collateral Manager shall be responsible for obtaining, to the extent reasonably practicable from public sources of information normally available to it, knowledge of such proceedings;
- (c) the S&P rating of which is CC or below; or
- (d) the borrower generally makes a binding offer to holders of such Portfolio Collateral of a new Senior Secured Loan, additional security or any securities that, in the reasonable commercial judgement of the Collateral Manager, amounts to a diminished financial obligation (such as preferred or common shares or a debt with a lower coupon or par amount) of such issuer and in the reasonable business judgement of the Collateral Manager, such offer has the apparent purpose of helping such borrower avoid a default pursuant to the Underlying Instrument of such Portfolio Collateral; *provided* that a Portfolio Collateral shall not constitute a Defaulted Loan under this paragraph (d) if (i) it has been acquired in a distressed exchange and meets the definition of Portfolio Collateral; or (ii) in the Collateral Manager's reasonable business judgement, the Collateral Manager believes that the borrower of such Portfolio Collateral will pay its interest obligation in full on the next scheduled payment date in which case such Portfolio Collateral shall be treated as a Current Pay Obligation.

Notwithstanding the foregoing definition, the Collateral Manager may declare any Portfolio Collateral to be a Defaulted Loan if, in the Collateral Manager's reasonable business judgement, the credit quality of the Obligor of such Portfolio Collateral has significantly deteriorated such that the Collateral Manager has a reasonable expectation of payment default as of the next scheduled payment date with respect to such Portfolio Collateral.

**"Definitive Notes"** means any of the Class A Definitive Notes, Class B Definitive Notes, Class C Definitive Notes, Class D Definitive Notes and the Class E Definitive Notes or (as the context may require) any of them.

**"Deferred Interest Amounts"** means any or all of the Class B Deferred Interest, the Class C Deferred Interest, the Class D Deferred Interest and the Class E Deferred Interest.

**"Deferred Purchase Price"** means the amounts payable by the Issuer to the Seller by way of deferred purchase price pursuant to the terms of the Portfolio Sale Agreement;

**"Determination Date"** means the last Business Day of each Due Period.

**"Discount Portfolio Collateral"** means any Portfolio Collateral which had, at the time of acquisition, a purchase price of less than 80 per cent. of the principal amount; *provided* that such Portfolio Collateral shall cease to be a Discount Portfolio Collateral where the Market Value (determined on a monthly basis) thereof for any period of 30 consecutive Business Days equals or exceeds 90 per cent. of the principal amount of such Portfolio Collateral, and *provided* further that if any Portfolio Collateral falls within the definition of both a **"Discount Portfolio Collateral"** and a **"Current Pay Obligation"**, such Portfolio Collateral shall be classified as a Current Pay Obligation unless the Collateral Manager in its reasonable business judgement (which shall not be called into question as a result of subsequent events) determines otherwise.

**"Distribution"** means any payment of principal or interest or any dividend or premium or other amount or asset paid or delivered on or in respect of any Portfolio Collateral or any Eligible Investment.

**"Dollar Accounts"** means the Dollar Interest Account and the Dollar Principal Account.

**"Dollar Interest Account"** means the Dollar account so named of the Issuer held with the Account Bank into which all Dollar Interest Proceeds are to be paid.

**"Dollar Interest Proceeds"** means with respect to any Due Period (without duplication) the sum of:

- (a) all payments of interest received in cash by the Issuer during the related Due Period on the Dollar Portfolio Collateral purchased by the Issuer and Dollar denominated Eligible Investments (other than interest accrued on Dollar Portfolio Collateral purchased by the Issuer to the date of acquisition thereof by the Issuer and purchased with Dollar Principal Proceeds);
- (b) all accrued interest received in cash by the Issuer during the related Due Period with respect to Dollar Portfolio Collateral realised by the Issuer (other than interest accrued on Dollar Portfolio Collateral to the date of acquisition thereof by the Issuer and purchased with Dollar Principal Proceeds);
- (c) (i) all payments of principal in Dollars received in cash by the Issuer during the related Due Period on Eligible Investments to the extent such Eligible Investments were acquired with Dollar Interest Proceeds; and (ii) all amounts representing the element of deferred interest in any payment received in respect of a Second Lien Loan denominated in Dollars, which is not a Defaulted Loan and which by its contractual terms provides for the deferral of interest;
- (d) all amounts denominated in Dollars of amendment and waiver fees, all late payment fees, syndication fees and all other fees and commissions received in cash by the Issuer during the related Due Period in connection with the Dollar Portfolio Collateral purchased by the Issuer and Dollar denominated Eligible Investments;
- (e) any other amount in Dollars whether in the nature of profits, Trading Gains or otherwise which is designated as Dollar Interest Proceeds by the Collateral Manager; provided that the Collateral Manager may not designate Trading Gains as Dollar Interest Proceeds unless the sum of (i) the aggregate Principal Balance of all Portfolio Collateral and (ii) the aggregate principal balance standing to the credit of the Principal Collection Account, the Additional Collateral Account and the Euro Principal Reserve Account, is equal to or greater than the Target Par Amount, in each case both immediately prior to and after giving effect to the reinvestment of the applicable proceeds that gave rise to such Trading Gains;

but excluding (i) all Euro Interest Proceeds and (ii) any amounts recovered and any Distributions received in cash by the Issuer in respect of any Defaulted Loans denominated in Dollars following such Dollar Portfolio Collateral becoming a Defaulted Loan other than where the aggregate amount of such recoveries or, as the case may be, such Distributions received in respect of such Defaulted Loan exceeds the principal balance of the Dollar Portfolio Collateral immediately prior to the time it became a Defaulted Loan. Any determination of the aggregate amount of Dollar Interest Proceeds with respect to any day during a Due Period will include all Dollar Interest Proceeds received by the Issuer from and including the first day of the related Due Period to and including such date of determination and

amounts of Dollar Interest Proceeds in respect of a Due Period shall be determined so that amounts already included in respect of a prior Due Period are not included more than once.

**"Dollar Portfolio Collateral"** means a Portfolio Collateral denominated in Dollars and whose acquisition was funded in Dollars.

**"Dollar Principal Account"** means the Dollar account so named of the Issuer held with the Account Bank into which all Dollar Principal Proceeds are to be paid.

**"Dollar Principal Proceeds"** means with respect to any Due Period, the sum (without duplication) of:

- (a) all payments of principal (including prepayments) received in cash by the Issuer during the related Due Period on the Dollar Portfolio Collateral purchased by the Issuer and any Dollar denominated Eligible Investments (other than (i) Uninvested Proceeds, (ii) the amounts referred to in paragraph (c) of the definition of Dollar Interest Proceeds and (iii) Trading Gains designated as Dollar Interest Proceeds by the Collateral Manager);
- (b) all payments of interest received in cash by the Issuer during the related Due Period on the Dollar Portfolio Collateral purchased by the Issuer and any Dollar denominated Eligible Investments to the extent such payments constitute proceeds from accrued interest purchased with Dollar Principal Proceeds;
- (c) all disposal proceeds received by the Issuer during the related Due Period in respect of Dollar Portfolio Collateral purchased by the Issuer and Dollar denominated Eligible Investments, including without limitation, amounts received in respect of original issue or market discount, but excluding accrued interest constituting "Dollar Interest Proceeds" under paragraphs (a) or (b) of the definition of "Dollar Interest Proceeds" and excluding fees and commissions of the type referred to in paragraph (d) below;
- (d) all facility or other up front fees or other similar fees payable to the Issuer in relation to a Dollar Portfolio Collateral (save for those set out in paragraph (i) below and paragraph (e) of the definition of "Dollar Interest Proceeds");
- (e) all call, redemption and prepayment premiums received in cash by the Issuer during such Due Period on the Dollar Portfolio Collateral purchased by the Issuer and any Dollar denominated Eligible Investments;
- (f) all interest accrued received in cash realised by the Issuer on any Dollar Portfolio Collateral to the date of acquisition thereof by the Issuer and purchased with Dollar Principal Proceeds;
- (g) any other amounts received in Dollar (including, without limitation, recovery receipts but excluding any proceeds from the termination of any Hedge Agreements) by the Issuer during the relevant Due Period which are not included in the definition of "Dollar Interest Proceeds";
- (h) all fees or commissions, or other compensation received in cash, in connection with a workout or restructuring of any Dollar denominated Defaulted Loan; and
- (i) the amount standing to the credit of all Dollar Accounts on the last Business Day of the Due Period ending immediately prior to the Redemption Date or Maturity Date,

provided that (i) in no event shall Dollar Principal Proceeds include Euro Principal Proceeds (ii) in no event shall Dollar Principal Proceeds include any amounts standing to the credit of the Issuer Dutch Account and (iii) all Distributions received in Dollar in cash by the Issuer in respect of any Defaulted Loan which was a Dollar Portfolio Collateral shall be deemed to be payments of principal except to the extent that the aggregate amount of such Distributions received in cash in respect of such Defaulted Loan exceeds the principal balance of the Dollar Portfolio Collateral immediately prior to the time it became a Defaulted Loan so long as it continues to be a Defaulted Loan after the receipt of such Distributions. Any determination of the aggregate amount of Dollar Principal Proceeds with respect to any day during a Due Period will include all Dollar Principal Proceeds received by the Issuer from and including the first day of the related Due Period to and including such date of determination and the



amount of Dollar Principal Proceeds in respect of a Due Period shall be determined so that amounts already included or included in respect of a prior Due Period are not included more than once.

**"Dollar Unscheduled Principal Proceeds"** means, with respect to any Dollar Portfolio Collateral purchased by the Issuer, Dollar principal repayments prior to the Stated Maturity thereof received as a result of optional redemptions, prepayments above scheduled amortisations or Offers and Distributions denominated in Dollar.

**"Due Date"** means each date on which a Distribution is due and payable.

**"Due Period"** means, with respect to any Payment Date, the period commencing on the day immediately following the eighth Business Day prior to the preceding Payment Date (or on the Original Issue Date in the case of the Due Period relating to the first Payment Date) and ending on the eighth Business Day prior to such Payment Date (or, in the case of the Due Period applicable to the Maturity Date or a Redemption Date, ending on the day preceding such Payment Date).

**"Dutch Ineligible Securities"** means any and all:

- (a) securities or interests in securities which are bearer instruments (*effecten aan toonder*) physically located in The Netherlands or registered shares (*aandelen op naam*) in a Netherlands corporate entity where the Issuer owns such bearer instruments or registered shares directly and in its own name; or
- (b) securities or interests in securities the purchase or acquisition of which by or on behalf of the Issuer would cause the breach of applicable selling or transfer restrictions or of applicable Dutch laws relating to the offering of securities or of collective investment schemes; or
- (c) obligations or instruments which are convertible into or exchangeable for the securities referred to in (a) above.

**"Eastern Europe"** means countries in Europe other than Austria, Belgium, Denmark, Finland, France, Germany, Republic of Ireland, Italy, Luxembourg, Liechtenstein, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom (including the Channel Islands and the Isle of Man) and any other EU Member State rated AA or above by S&P as at the Second Issue Date and otherwise subject to Rating Agency Confirmation.

**"Eligibility Criteria"** has the meaning given thereto in the Collateral Management Agreement.

**"Eligible Investments"** means:

- (a) government securities of any government which is rated AAA or A1+ by S&P; and
- (b) demand or time deposits, certificates of deposit and short term debt obligations (including commercial paper),

*provided* that in all cases such investments (x) are not Dutch Ineligible Securities and (y) have a maturity date of no later than the last Business Day of the Due Period following the date of acquisition of such investment and the short term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being a licensed EU credit institution) are rated A-1+ by S&P or are otherwise acceptable to S&P and, in either case, denominated in the same currency as the cash which is used to purchase the relevant Eligible Investment and (z) are investments (A) that are treated as indebtedness for U.S. federal income tax purposes and are not United States real property interests as defined under Section 897 of the Code, or the Issuer has received advice or an opinion of a nationally recognised U.S. tax counsel experienced in such matters to the effect that the ownership, enforcement or disposition of which will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes, or otherwise subject the Issuer to U.S. federal income tax on a net income tax basis, (B) that are acquired, and held in a manner that does not violate the investment restrictions set forth in the Collateral Management Agreement, (C) that shall not be subject to deduction or withholding for or on account of any withholding or similar tax unless the payor is required to make "gross up" payments that

ensure that the net amount actually received by the Issuer (free and clear of taxes, whether assessed against such obligor or the Issuer) will equal the full amount that the Issuer would have received had no such deduction or withholding been required, and (D) the payment of interest on such Eligible Investment will not be subject to any deduction or withholding for or on account of United Kingdom tax.

**"Emerging Market Issuer"** means (i) a sovereign or non-sovereign issuer located in a country that is in Latin America, Asia, Africa, Eastern Europe or the Caribbean, other than an issuer located in Japan or Singapore; or (ii) a sovereign or non-sovereign issuer located in a country that is rated below AA by S&P (other than Greece, Italy or any other country consented to by S&P).

**"Enforcement Notice"** has the meaning ascribed thereto in Condition 10(c) (*Acceleration*).

**"EURIBOR"** means the Euro zone Interbank Offered Rate.

**"Euro Accounts"** means the Euro Interest Account, the Euro Principal Account, the Euro Expense Account, the Euro Payment Account and the Pre Funding Account.

**"Euro Expense Account"** means the Euro account so named of the Issuer held with the Account Bank, amounts standing to the credit of which may be used to fund certain expenses arising between Payment Dates.

**"Euro Interest Proceeds"** means with respect to any Due Period (without duplication) the sum of:

- (a) all payments of interest received in cash by the Issuer during the related Due Period on the Euro Portfolio Collateral and Euro denominated Eligible Investments purchased by the Issuer (other than interest accrued on Euro Portfolio Collateral purchased by the Issuer to the date of acquisition thereof by the Issuer and purchased with Euro Principal Proceeds or Uninvested Proceeds or with amounts standing to the credit of the Pre-Funding Account);
- (b) all accrued interest received in cash by the Issuer during the related Due Period with respect to Euro Portfolio Collateral realised by the Issuer (other than interest accrued on Euro Portfolio Collateral to the date of acquisition thereof by the Issuer and purchased with Euro Principal Proceeds or Uninvested Proceeds or with amounts standing to the credit of the Pre-Funding Account);
- (c) (i) all payments of principal in Euro received in cash by the Issuer during the related Due Period on Eligible Investments to the extent such Eligible Investments were acquired with Euro Interest Proceeds; and (ii) all amounts representing the element of deferred interest in any payment received in respect of a Second Lien Loan denominated in Euro, which is not a Defaulted Loan and which by its contractual terms provides for the deferral of interest;
- (d) (i) all amounts in Euro, if any, paid to the Issuer by any Hedge Counterparty (other than any Hedge Termination Receipts) under any Hedge Transaction (other than under an Asset Swap Transaction) in such Due Period and all amounts payable to the Issuer by any Hedge Counterparty (other than any Hedge Termination Receipts) under any Hedge Transaction (other than under an Asset Swap Transaction) on the Payment Date immediately following such Due Period and (ii) all amounts in Euro paid to the Issuer by any Hedge Counterparty (other than any Hedge Termination Receipts) under any Asset Swap Transaction in such Due Period which corresponds to amounts described in this definition of **"Euro Interest Proceeds"** received from any Non-Euro Portfolio Collateral the subject of such Asset Swap Transaction and all amounts payable to the Issuer by any Hedge Counterparty (other than Hedge Termination Receipts) under any Asset Swap Transaction on the Payment Date immediately following such Due Period which corresponds to amounts described in this definition of **"Euro Interest Proceeds"** received from any Non-Euro Portfolio Collateral the subject of such Asset Swap Transaction;
- (e) all amounts in Euro of all amendment and waiver fees, all late payment fees, syndication fees and all other fees and commissions received in cash by the Issuer during the related Due Period in connection with the Euro Portfolio Collateral purchased by the Issuer and Eligible

Investments denominated in Euro and which are not designated as Euro Principal Proceeds in paragraph (j) of that definition;

- (f) the amount standing to the credit of the Euro Expense Account on the last Business Day of the Due Period ending immediately prior to the Redemption Date or Maturity Date;
- (g) with respect to the first Due Period only, that element of the proceeds of the Notes which is paid into the Interest Collection Account on the Original Issue Date and the Second Issue Date; and
- (h) any other amount in Euros whether in the nature of profits, Trading Gains or otherwise which is designated as Euro Interest Proceeds by the Collateral Manager; *provided* that the Collateral Manager may not designate Trading Gains as Euro Interest Proceeds unless the sum of (i) the aggregate Principal Balance of all Portfolio Collateral and (ii) the aggregate principal balance standing to the credit of the Principal Collection Account, the Pre-Funding Account, the Additional Collateral Account and the Euro Principal Reserve Account, is equal to or greater than the Target Par Amount, in each case both immediately prior to and after giving effect to the reinvestment of the applicable proceeds that gave rise to such Trading Gains;

but excluding: (i) all Sterling Interest Proceeds and Dollar Principal Proceeds; and (ii) any amounts recovered and any Distributions received in cash by the Issuer in respect of any Defaulted Loans denominated in Euro following such Euro Portfolio Collateral becoming a Defaulted Loan other than where the aggregate amount of such recoveries or, as the case may be, such Distributions received in respect of such Defaulted Loan exceeds the principal balance of the Euro Portfolio Collateral immediately prior to the time it became a Defaulted Loan, *provided* that in no event shall Euro Interest Proceeds include the €20,000 of capital contributed to the Issuer by the owners of the Issuer's ordinary shares in accordance with the Issuer's Articles of Incorporation. Any determination of the aggregate amount of Euro Interest Proceeds with respect to any day during a Due Period will include all Euro Interest Proceeds received by the Issuer from and including the first day of the related Due Period to and including such date of determination and amounts of Euro Interest Proceeds in respect of a Due Period shall be determined so that amounts already included or included in respect of a prior Due Period are not included more than once.

**"Euro Payment Account"** means the account so named of the Issuer held with the Account Bank (a) into which amounts denominated in Euro shall be transferred by the Collateral Administrator on the Business Day prior to each Payment Date out of (to the extent applicable) the other relevant Accounts; and (b) out of which the amounts denominated in Euro is required to be paid on each Payment Date, each as *provided* pursuant to the Priorities of Payment, shall be paid.

**"Euro Portfolio Collateral"** means a Portfolio Collateral denominated in Euro and, for the purposes of the Reinvestment Criteria, the Additional Reinvestment Criteria, the Coverage Tests, the Reinvestment OC Test and the Collateral Quality Tests, if not specified otherwise, **"Euro Portfolio Collateral"** shall include a reference to any Non-Euro Portfolio Collateral.

**"Euro Principal Proceeds"** means, with respect to any Due Period, the sum (without duplication) of:

- (a) all payments of principal (including prepayments) received in cash by the Issuer during the related Due Period on the Euro Portfolio Collateral purchased by the Issuer and any Euro denominated Eligible Investments (other than (i) Uninvested Proceeds (ii) the amounts referred to in paragraph (c) of the definition of Euro Interest Proceeds and (iii) Trading Gains designated as Euro Interest Proceeds by the Collateral Manager);
- (b) all payments of interest received in cash by the Issuer during the related Due Period on the Euro Portfolio Collateral purchased by the Issuer and any Euro denominated Eligible Investments to the extent such payments constitute proceeds from accrued interest purchased with Euro Principal Proceeds or Uninvested Proceeds or with amounts standing to the credit of the Pre-Funding Account;

- (c) with respect to the Due Period during which the last day of the Reinvestment Period occurs, any Uninvested Proceeds on deposit in the Principal Collection Account or invested in Euro denominated Eligible Investments on the last day of the Reinvestment Period;
- (d) all disposal proceeds received by the Issuer during the related Due Period in respect of Euro Portfolio Collateral purchased by the Issuer, including without limitation amounts received in respect of original issue or market discount, but excluding accrued interest constituting "**Euro Interest Proceeds**" under paragraphs (a) or (b) of the definition of "**Euro Interest Proceeds**" and excluding fees and commissions of the type referred to in paragraph (e) below;
- (e) all facility or other up front fees or other similar fees payable to the Issuer in relation to a Euro Portfolio Collateral (save for those set out in paragraph (k) below and under paragraph (e) of the definition of "**Euro Interest Proceeds**");
- (f) all call, redemption and prepayment premiums received in cash by the Issuer during such Due Period on the Euro Portfolio Collateral purchased by the Issuer and any Euro denominated Eligible Investments;
- (g) Uninvested Proceeds outstanding on the last Business Day of the Due Period, ending immediately prior to the Payment Date falling after the Target Date if a Target Date Rating Downgrade has occurred and is continuing;
- (h) all interest accrued received in cash realised and retained by the Issuer on any Euro Portfolio Collateral to the date of acquisition thereof by the Issuer and purchased with Euro Principal Proceeds or Uninvested Proceeds or with amounts standing to the credit of the Pre-Funding Account;
- (i) any other amounts received in Euro (including, without limitation, recovery receipts) by the Issuer during the relevant Due Period which are not included in the definition of "**Euro Interest Proceeds**" and, in the case of Further Issue Notes issued on or prior to the Payment Date immediately following such relevant Due Period, the net proceeds of issue thereof;
- (j) all fees or commissions, or other compensation received in cash, in connection with a workout or restructuring of any Euro denominated Defaulted Loan;
- (k) any other amounts (including any proceeds from the termination of any Hedge Agreement net of the costs of entering into a Replacement Hedge Agreement) received by the Issuer in Euro during the related Due Period which are not included in the definition of "**Euro Interest Proceeds**" including for the avoidance of doubt, all amounts payable to the Issuer by any Hedge Counterparty under any Asset Swap Transaction during the related Due Period which corresponds to amounts described in this definition of "**Euro Principal Proceeds**" received from any Non-Euro Portfolio Collateral the subject of such Asset Swap Transaction; and
- (l) the amount standing to the credit of all Accounts other than the Euro Expense Account and the Sterling Accounts on the last Business Day of the Due Period ending immediately prior to the Redemption Date or Maturity Date;

*provided* that (i) in no event shall Euro Principal Proceeds include Sterling Principal Proceeds or Dollar Principal Proceeds, (ii) in no event shall Euro Principal Proceeds include any amounts standing to the credit of the Issuer Dutch Account, (iii) all Distributions received in cash by the Issuer in respect of any Defaulted Loan denominated in Euro following such Euro Portfolio Collateral becoming a Defaulted Loan shall be deemed to be payments of principal except to the extent that the aggregate amount of such Distributions received in cash in respect of such Defaulted Loan exceeds the principal balance of the Euro Portfolio Collateral immediately prior to the time it became a Defaulted Loan so long as it continues to be a Defaulted Loan after the receipt of such Distributions, and (iv) all Distributions received in Euro in cash by the Issuer in respect of an obligation pursuant to which future payments may be required to be made to a counterparty shall instead be credited to the Additional Collateral Account. Any determination of the aggregate amount of Euro Principal Proceeds with respect to any day during a Due Period will include all Euro Principal Proceeds received by the Issuer from and including the first day of the related Due Period to and including such date of determination and the

amount of Euro Principal Proceeds in respect of a Due Period shall be determined so that amounts already included or included in respect of a prior Due Period are not included more than once.

**"Euro Principal Reserve Account"** means the Euro account so named of the Issuer held with the Account Bank, in which amounts of Euro Principal Proceeds or Euro Interest Proceeds may from time to time be deposited and disbursed in accordance with the Priorities of Payment.

**"Euro Unscheduled Principal Proceeds"** means, with respect to any Euro Portfolio Collateral purchased by the Issuer, Euro principal repayments prior to the Stated Maturity thereof received as a result of optional redemptions, prepayments above scheduled amortisations.

**"Euro zone"** has the meaning given thereto in Condition 6 (*Interest*).

**"Event of Default Net Portfolio Collateral Balance"** means, on any Measurement Date, an amount equal to the sum of:

- (a) the aggregate Principal Balance of the Portfolio Collateral, without double counting amounts specified in (c) below;
- (b) the aggregate principal balance standing to the credit of the Principal Collection Account, the Pre-Funding Account, the Additional Collateral Account and the Euro Principal Reserve Account;
- (c) the aggregate principal balance (if any) standing to the credit of the Sterling Principal Account and the Dollar Principal Account converted into Euro at the Spot Rate; and
- (d) the aggregate of the principal balance of all Eligible Investments purchased by the Issuer with the Principal Proceeds or Uninvested Proceeds.

**"Exchange Act"** means the United States Securities Exchange Act of 1934, as amended.

**"Extraordinary Resolution"** means, in relation to any Class of Noteholders, a resolution passed at a meeting of such Class of Noteholders duly convened and held in accordance with the Trust Deed by a majority of the votes cast.

**"FMSA"** means the Netherlands Financial Markets Supervision Act (*Wet op het financieel toezicht*) and its subordinate and implementing decrees and regulations (as amended or restated from time to time);

**"Form-Approved Hedge"** means any Asset Swap Transaction, the subject of a Rating Agency Confirmation received prior to entry into such Asset Swap Transaction, save for:

- (a) the amount and timing of initial and/or periodic payments, the notional amount, the effective date and/or the termination date;
- (b) the identity of the Hedge Counterparty; and
- (c) other inconsequential and immaterial changes which have been approved by S&P in writing,

and **"Form-Approved Hedges"** means any of them.

**"Further Issue Notes"** has the meaning ascribed thereto in Condition 17 (*Further Issues*).

**"Further Portfolio Sale Agreement"** means the portfolio sale agreement dated 29 October 2008 (as amended and restated on the Second Issue Date) between the Issuer and the Seller, which sets out the terms (including the purchase price of Portfolio Collateral) by which the Issuer acquired from the Seller Additional Portfolio Collateral on the Second Issue Date.

**"Global Notes"** means the Class A Global Notes, the Class B Global Notes, the Class C Global Notes, the Class D Global Notes and the Class E Global Notes or (as the context may require) any of them.

**"Hedge Agreement"** means each 1992 ISDA Master Agreement (Multicurrency Cross Border), together with the schedules, confirmations and any annexes relating thereto, entered into between the Issuer and a Hedge Counterparty from time to time evidencing one or more Hedge Transactions, the subject of a Rating Agency Confirmation or where Rating Agency Confirmation is not obtained, is a Form-Approved Hedge, as amended, supplemented or replaced from time to time and including any guarantee thereof and any credit support document entered into pursuant to the terms thereof and including any Replacement Hedge Agreement entered into in replacement thereof, and **"Hedge Agreements"** means, as the context may require, any or all of them.

**"Hedge Counterparty"** means each financial institution which meets with the Rating Requirement and which has, as a matter of Dutch law, the regulatory capacity to enter into derivatives transactions with Dutch residents with which the Issuer enters into a Hedge Agreement the subject of a Rating Agency Confirmation or where Rating Agency Confirmation is not obtained, is a Form-Approved Hedge or, upon any termination of any Hedge Agreement with such counterparty and replacement thereof by the Collateral Manager acting on behalf of the Issuer in accordance with the provisions of the Collateral Management Agreement, any financial institution which meets with the Rating Requirement or if it does not meet with the Rating Requirement, is the subject of Rating Agency Confirmation or, in each case, any permitted assignee or successor approved under any Hedge Agreement and **"Hedge Counterparty"** means, as the context may require, any or all of them.

**"Hedge Payment Amount"** means, with respect to any date of determination, (i) any scheduled interest amounts then payable by the Issuer to a Hedge Counterparty under any Hedge Agreement from time to time, and (ii) any amount payable by the Issuer to a Hedge Counterparty upon termination of any Hedge Agreement in whole other than any Subordinated Hedge Termination Payment.

**"Hedge Replacement Receipt"** means any amount payable to the Issuer by a Hedge Counterparty upon entry into a Replacement Hedge Agreement which replaces a Hedge Agreement which was terminated following the occurrence of an **"Event of Default"** or **"Termination Event"** (each as defined in the relevant Hedge Agreement) under which the Hedge Counterparty was the sole **"Defaulting Party"** or an **"Affected Party"** (each such term as defined in such Hedge Agreement).

**"Hedge Termination Receipt"** means any amount payable by a Hedge Counterparty to the Issuer upon termination of a Hedge Agreement in whole following the occurrence of an **"Event of Default"** (as defined in such Hedge Agreement) or **"Termination Event"** (as defined in such Hedge Agreement) thereunder under which the Hedge Counterparty was the **"Defaulting Party"** or the **"Affected Party"** (each such term as defined in such Hedge Agreement).

**"Hedge Transaction"** means any Asset Swap Transaction entered into under a Hedge Agreement.

**"Incentive Collateral Management Fee"** means (i) the fee payable to the Collateral Manager pursuant to the Collateral Management Agreement calculated in accordance with Condition 3(c)(i)(Y) (*Priorities of Payment—Application of Interest Proceeds on Payment Dates*) and Condition 3(c)(iii)(Z) (*Priorities of Payment—Application of Principal Proceeds on Payment Dates*) and (ii) any value added tax in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority).

**"Incentive Management Fee Hurdle Rate"** means an Internal Rate of Return with respect to the Class E Notes of 12 per cent..

**"Incurrence Covenant"** means a covenant by the Obligor(s) under a Portfolio Collateral to comply with one or more financial covenants only upon the occurrence of certain actions of the Obligor(s), including, but not limited to, a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

**"Initial Purchaser"** means Investec Bank (UK) Limited.

**"Initial Reinvestment OC Ratio"** means, as at any Measurement Date, 108.28 per cent.

**"Interest Accrual Period"** means each successive period from and including one Payment Date (or, in the case of the first Interest Accrual Period (in respect of both the Existing Notes and the Further Notes), the Original Issue Date ) and ending on but excluding the next succeeding Payment Date (or, in the case of the last Interest Accrual Period, ending on the Redemption Date or the Maturity Date).

**"Interest Amount"** means in respect of a Class of Notes, on each Payment Date, the amount of interest payable in respect of the principal amount of the Notes of such Class being the amount calculated by the Collateral Administrator on the relevant Determination Date in accordance with Condition 6(e)(ii) (*Determination of Floating Rate of Interest and Calculation of Interest Amount*).

**"Interest Collection Account"** means the Euro account so named of the Issuer held with the Account Bank into which Euro Interest Proceeds are to be paid.

**"Interest Coverage Amount"** means, on any particular Measurement Date, the sum of:

- (a) the amount standing to the credit of the Interest Collection Account;
- plus
- (b) amounts of interest accrued but not yet due to be paid on the Euro denominated Portfolio Collateral and the amount of periodic coupon amounts scheduled to be paid to the Issuer pursuant to the terms of each Asset Swap Transaction during the current Due Period;
- plus
- (c) the scheduled interest payments due (in each case regardless of whether the applicable Due Date has yet occurred) (determined assuming that EURIBOR (or such other rate basis applicable to the relevant Portfolio Collateral, Account or Eligible Investment denominated in Euro) remains constant throughout such period) in the Due Period in which such Measurement Date occurs on:
  - (i) the Accounts (other than the Sterling Accounts and the Dollar Accounts); and
  - (ii) Eligible Investments denominated in Euro; and

but excluding from (b) and (c)

- (A) any scheduled interest payments as to which the Issuer or the Collateral Manager has actual knowledge that such payment will not be made;
- (B) accrued and unpaid interest on Defaulted Loans; and

minus

- (e) the amounts payable pursuant to Condition 3(c)(i)(A) to (E) (inclusive) on the following Payment Date;
- (f) the amounts scheduled to be paid by the Issuer to a Hedge Counterparty under any Asset Swap Transactions on or before the following Payment Date (other than any Hedge Termination Payment) which corresponds to those amounts described in paragraph (b) of this definition received by the Issuer pursuant to a Non-Euro Portfolio Collateral; and
- (g) (until such time as (1) the Issuer has submitted any forms to ensure that it receives interest on a Portfolio Collateral free of withholding tax and has received confirmation from the relevant tax authority that interest may be paid to it free of withholding tax or (2) the Issuer reasonably believes that no such tax is payable), the amount which would be withheld in respect of such interest prior to the receipt of such confirmation.

**"Interest Determination Date"** has the meaning given to it in Condition 6(e)(i) (*Rate of Interest*).

**"Interest Proceeds"** means the Euro Interest Proceeds, the Dollar Interest Proceeds and the Sterling Interest Proceeds.

**"Internal Rate of Return"** has the meaning given to it in Condition 3 (*Status*).

**"Investec"** means Investec Principal Finance, a business unit division of Investec Bank (UK) Limited.

**"Irish Stock Exchange"** means Irish Stock Exchange Limited.

**"Issuer"** means Gresham Capital CLO V B.V.

**"Issuer Dutch Account"** means the account with number 24.30.90.005 in the name of the Issuer with Fortis Bank Nederland N.V. at its branch in Rotterdam, The Netherlands, into which, amongst other things, the €20,000 issued and paid-up share capital of the Issuer has been paid.

**"Issuer Event of Default"** means each of the events defined as such in Condition 10(a) (*Events of Default*).

**"LIBOR"** means the London Interbank Offered Rate as determined by reference to the rate which appears on display page 3750 on Telerate Rate Monitor (or such other page as may replace that page on that service), or such other service as may be nominated as the information vendor, for the purposes of displaying rates for deposits in Sterling.

**"Long Dated Collateral"** means any Portfolio Collateral with a maturity later than the Maturity Date; *provided* that, if a Portfolio Collateral has Distributions that would constitute Principal Proceeds that are scheduled to occur both before and after the Maturity Date, such Portfolio Collateral shall, for the purpose of determining the Net Portfolio Collateral Balance, be treated as two securities consisting of a security in respect of which Principal Proceeds and other amounts are scheduled to be paid on or before the Maturity Date and a security in respect of which Principal Proceeds and other amounts are scheduled to be paid after the Maturity Date and only such Distributions that are scheduled to occur on such Portfolio Collateral after the Maturity Date will constitute a Long Dated Collateral.

**"Maintenance Covenant"** means a covenant of the Obligor(s) under a Portfolio Collateral to comply with one of more financial covenants during each reporting period, whether or not it has taken any specified action.

**"Managing Directors"** means Mr. G. Kruizinga, Mr. H.S. Leijdesdorff and Mrs. S. Leijdesdorff-Perret Gentil or such other person(s) who may be appointed as Managing Director(s) of the Issuer from time to time.

**"Market Value"** means, in respect of any Portfolio Collateral or Eligible Investment on any date of determination, (a) the average of the bid side market prices offered to the Collateral Manager by three internationally recognised independent brokers/dealers or, (b) if three prices cannot be obtained from three internationally recognised independent brokers/dealers then the lower of the bid side market price offered to the Collateral Manager by two internationally recognised independent brokers/dealers, (c) if two prices cannot be obtained, then the one bid side market price offered to the Collateral Manager by one internationally recognised independent broker/dealer, or (d) if no such price is offered, in the case of any Portfolio Collateral or Eligible Investment, the price supplied by any independent, internationally recognised pricing service, or (e) if no such pricing service is available, the higher of (i) 70 per cent. of the par value of the relevant Portfolio Collateral or Eligible Investment and (ii) the S&P Minimum Average Recovery Rate applicable to such Portfolio Collateral or Eligible Investment (or such lower amount as the Collateral Manager, in its reasonable commercial judgment, considers appropriate).

**"Maturity Date"** means, in respect of each Class of Notes, 18 December 2024, or in the event that such day is not a Business Day, the next following Business Day.

**"Maximum Investment Amount"** means the lower of (a) the Target Par Amount and (b) the aggregate of the Principal Balances of the Portfolio Collateral and Eligible Investments acquired with Principal Proceeds, the Euro Principal Proceeds, amounts standing to the credit of the Pre-Funding Account and



the Sterling Principal Proceeds and Dollar Principal Proceeds converted into Euro at the relevant Asset Swap Transaction Exchange Rate.

**"Measurement Date"** means (a) the Target Date; (b) after the Original Issue Date, any day or days on which a substitution (including each day of any sale and reinvestment, if not the same day) of or default under a Portfolio Collateral occurs; (c) the date of acquisition of any Additional Portfolio Collateral; (d) each Determination Date after the Target Date; (e) the 18th day of each month after the Target Date commencing in December 2008 or, if such date is not a Business Day, the next succeeding Business Day; and (f) with reasonable notice, any Business Day requested by S&P or the Trustee.

**"Minimum Denomination"** means €100,000 in the case of each Class.

**"Monthly Report"** means the monthly report defined as such in the Collateral Administration Agreement which is prepared by the Collateral Administrator on behalf of the Issuer and is made available on a specifically designated website or deliverable to the Issuer, the Trustee, the Collateral Manager and S&P and, upon request therefor in accordance with Condition 4(d) (*Information Regarding the Portfolio*), to any Noteholder, which shall include information regarding the status of the Portfolio Collateral pursuant to the Collateral Administration Agreement.

**"Net Portfolio Collateral Balance"** means, on any Measurement Date, an amount equal to the sum of:

- (a) the aggregate of the Principal Balances of the Portfolio Collateral (other than Defaulted Loans and Long Dated Collateral), without double counting with (c) or (d) below;
- (b) the aggregate principal balance standing to the credit of the Principal Collection Account, the Pre-Funding Account, the Additional Collateral Account and the Euro Principal Reserve Account;
- (c) the aggregate principal balance standing to the credit of the Dollar Principal Account converted into Euro at the Spot Rate applicable to such principal balance;
- (d) the aggregate principal balance standing to the credit of the Sterling Principal Account converted into Euro at the Spot Rate applicable to such principal balance;
- (e) the aggregate of the lesser of the applicable Market Value and the applicable Recovery Percentage multiplied by the principal balance of each Defaulted Loan;
- (f) the aggregate of the applicable Recovery Percentage multiplied by the principal balance of each Long Dated Collateral; and
- (g) the aggregate of the principal balance of all Eligible Investments purchased by the Issuer with the Principal Proceeds or Uninvested Proceeds and not included in (b).

Solely for the purpose of calculating the Net Portfolio Collateral Balance in connection with the Coverage Tests and the Reinvestment OC Test, (i) if on any date the aggregate Principal Balance of all CCC Securities or securities pending receipt of a credit estimate or shadow rating exceeds 5.0 per cent of the Maximum Investment Amount, then the Net Portfolio Collateral Balance will be reduced by the sum (without duplication) of the Adjustment Amounts with respect to each CCC Security on such date; and (ii) any Discount Collateral Debt Security (with the exception of CCC Securities as adjusted pursuant to paragraph (i) above) will be counted at its purchase price and (ii) any Current Pay Obligation with a Market Value of less than 80 per cent. shall be included at the lower of its Market Value and the applicable Recovery Percentage multiplied by the principal balance of such Current Pay Obligation.

**"Non-Euro Portfolio Collateral"** means any Portfolio Collateral which is not denominated in Euro including for the avoidance of doubt, any Portfolio Collateral which is denominated in Dollar or Sterling but whose acquisition was funded by the Issuer in Euro and such Portfolio Collateral denominated in Dollar or Sterling is the subject of an Asset Swap Transaction and excluding any Dollar Portfolio Collateral or Sterling Portfolio Collateral.

"**Note Interest Rate**" means, in respect of any Class of Note, the annual rate at which interest accrues on the Notes of such Class as specified in Condition 6 (*Interest*) including for the avoidance of doubt, the relevant margins referred to therein.

"**Noteholder Valuation Report**" means the quarterly report defined as such in the Collateral Administration Agreement which is prepared by the Collateral Administrator on behalf of the Issuer and is made available on a specifically designated website or deliverable to the Issuer, the Trustee, the Collateral Manager and S&P and, upon request therefor in accordance with Condition 4(d) (*Information Regarding the Portfolio*), to any Noteholder, which shall include information regarding the status of the Portfolio Collateral pursuant to the Collateral Administration Agreement.

"**Noteholders**" means the Person in whose name a Note is registered in the Register, from time to time.

"**Notes**" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes or any of them.

"**Obligor**" means the borrower thereunder or issuer thereof or, in either case, the guarantor thereof (as determined by the Collateral Manager on behalf of the Issuer) of each Portfolio Collateral.

"**Offer**" means with respect to any Portfolio Collateral (a) any offer by the obligor under such obligation or by any other Person made to all of the creditors of such obligor in relation to such obligation to purchase or otherwise acquire such obligation (other than pursuant to any redemption in accordance with the terms of the related Underlying Instruments) or to convert or exchange such obligation into or for cash, securities or any other type of consideration or (b) any solicitation by the Issuer of such obligation or any other Person to amend, modify or waive any provision of such obligation or any related Underlying Instrument.

"**Original Issue Date**" means 26 June 2008.

"**Outstanding**" means:

in relation to the Notes, all the Notes which have been issued pursuant to the provisions of the Trust Deed other than:

- (i) those which have been redeemed in accordance with the Trust Deed and the Conditions;
- (ii) those in respect of which the Redemption Date in accordance with the Conditions has occurred and the full Redemption Price in respect whereof has been duly paid to the Noteholders, the Trustee or the Paying Agent in the manner *provided* in the Agency Agreement and, where appropriate, notice to that effect has been given to the relevant Noteholders in accordance with the Conditions and such moneys either have been paid to the Noteholders or remain available for payment against presentation of the relevant Notes;
- (iii) those which have become void under the Conditions;
- (iv) any Global Note to the extent that it shall have been exchanged for Definitive Notes and in the case of any Note, to the extent of the extinguishment of the amount thereof by payment in respect thereof; and
- (v) those mutilated or defaced Notes for which replacement Notes have been issued pursuant to the Conditions;

*provided* that for each of the following purposes:

- (A) the right to attend and vote at any meeting of Noteholders;

- (B) the determination of how many and which Notes are Outstanding for the purposes of Clause 7.2 (*Enforcement*) of the Trust Deed and Condition 10 (*Events of Default*) of the Conditions;
- (C) any discretion, power or authority (whether contained in the Trust Deed or vested by operation of law) which the Trustee is required expressly or impliedly to exercise in or by reference to the interests of the Noteholders or any one of them; and
- (D) the determination by the Trustee whether any event or potential event is or would be materially prejudicial to the interests of the Noteholders or any of them,

those Notes (if any) which are, for the time being, beneficially held by or on behalf of the Issuer or (if any of the purposes specified in (A) to (D) above relates to a decision concerning the removal of the Collateral Manager), the Collateral Manager or any Affiliate of the Collateral Manager shall (unless and until cancelled or ceasing to be so held) be deemed not to be Outstanding. The Trustee shall be entitled to assume that there are no such holders except to the extent that it is otherwise expressly aware and shall not be bound or concerned to make such enquiry. The Trustee may rely on a certificate of the Issuer or the Collateral Manager (as the case may be) as to such holdings,

*provided further that*, for the avoidance of doubt, that the Existing Notes will be deemed not to be Outstanding prior to the Original Issue Date and the Further Notes will be deemed not to be Outstanding prior to the Second Issue Date.

**"Payment Date"** means (i) 15 January 2009, (ii) thereafter, the 18<sup>th</sup> day of June and December in each year, commencing on 18 June 2009, (iii) the Maturity Date and (iv) any Redemption Date; *provided* that if any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day that is a Business Day.

**"Payment Default"** means the occurrence of an Issuer Event of Default under paragraphs (i) (*Failure to pay Interest*) or (ii) (*Failure to pay Principal*) of Condition 10(a) (*Events of Default*).

**"Person"** means an individual, corporation (including a business trust), partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or any agency or political subdivision thereof.

**"Portfolio"** means the Portfolio Collateral held by or on behalf of the Issuer from time to time.

**"Portfolio Collateral"** means on and following the acquisition thereof, any Senior Secured Loan, Second Lien Loan and Structured Finance Security, (i) purchased or acquired directly by the Issuer on or prior to the Target Date or (ii) purchased or acquired by the Issuer or by the Collateral Manager on behalf of the Issuer from time to time pursuant to the Portfolio Sale Agreement or the Collateral Management Agreement which at the time of purchase or acquisition satisfied the Reinvestment Criteria and the Additional Reinvestment Criteria (if acquired after the Reinvestment Period) (*provided* that, solely for the purpose of the grant of any security interest to the Trustee for the benefit of the Secured Parties pursuant to the Trust Deed and all the rights thereunder, and **"Portfolio Collateral"** shall mean all Senior Secured Loans, Second Lien Loans, Structured Finance Securities and all other securities, loans or other obligations, instruments or investments, regardless of whether such securities, loans or other obligations, instruments or investments satisfied the Reinvestment Criteria or the Additional Reinvestment Criteria at the time of purchase or acquisition or at any time after their purchase or acquisition except that they shall not consist of Dutch Ineligible Securities). References to **"Portfolio Collateral"** shall not include Eligible Investments.

**"Portfolio Sale Agreement"** means the portfolio sale agreement dated the Original Issue Date between the Issuer and the Seller, which sets out the terms (including the purchase price of Portfolio Collateral) by which the Issuer acquired from the Seller such Portfolio Collateral.

**"Pre-Funding Account"** means the Euro account so named of the Issuer held with the Account Bank into which the net proceeds of issue of the Existing Notes was paid on the Original Issue Date (less

those proceeds required on the Original Issue Date: (i) to fund or make provision for certain fees and expenses of the Issuer up to a maximum amount of €800,000; (ii) to refinance and repay in full outstanding amounts owed by the Issuer under the Warehouse Facility Agreement to the Warehouse Lender; or (iii) to pay €1,400,000 into the Interest Collection Account).

**"Presentation Date"** means a day on which a holder presents, or is entitled to present (as the case may be), a Note for payment and which (subject to Condition 12 (*Prescription*)):

- (a) is a Business Day;
- (b) is or falls after the relevant due date for payment or, if the due date is not or was not a Business Day in The Netherlands, is or falls after the next following Business Day which is a business day in The Netherlands; and
- (c) is a Business Day in the place in which the account specified by the payee is open.

**"Principal Balance"** means, with respect to any Portfolio Collateral, or Eligible Investment as of any date of determination, the outstanding principal amount thereof (excluding any capitalised interest accruing after the purchase of such Portfolio Collateral); *provided*, however, that:

- (a) unless otherwise specified, the Principal Balance of:
  - (i) any Portfolio Collateral received upon acceptance of an Offer for another Portfolio Collateral which Offer expressly states that failure to accept such Offer may result in a default under the Portfolio Collateral or applicable Underlying Instruments; or
  - (ii) any Portfolio Collateral which is or has become a Defaulted Loan,

shall be the lesser of its Market Value and the applicable Recovery Percentage multiplied by the principal balance of each such Portfolio Collateral;

- (a) the Principal Balance of any cash shall be the amount of such cash; and
- (b) the Principal Balance of a Non-Euro Portfolio Collateral the subject of an Asset Swap Transaction shall be an amount equal to the notional amount of such Asset Swap Transaction.

**"Principal Collection Account"** means the Euro account so named of the Issuer held with the Account Bank into which Euro Principal Proceeds are to be paid.

**"Principal Proceeds"** means the Euro Principal Proceeds, the Dollar Principal Proceeds and the Sterling Principal Proceeds.

**"Priorities of Payment"** means:

- (a) save in respect of any redemption of the Notes pursuant to Condition 7(b) (*Optional Redemption*) and prior to enforcement of the security over the Collateral in accordance with Condition 11 (*Enforcement*), in respect of any Payment Date in the case of Interest Proceeds, the priorities of payment set out in Condition 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) or, in the case of Principal Proceeds, the priorities of payment set out in Condition 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*);
- (b) in the event of any redemption of the Notes pursuant to Condition 7(b) (*Optional Redemption*) and on and following enforcement of the security over the Collateral in accordance with Condition 11 (*Enforcement*), the priorities of payment set out in Condition 11 (*Enforcement*); and
- (c) save in respect of any redemption of the Notes prior to enforcement of the security over the Collateral in accordance with Condition 11 (*Enforcement*), in the case of Interest Proceeds, other than on any Payment Date, the priorities of payment set out in Condition 3(c)(ii)

*(Application of Interest Proceeds between Payment Dates)* or, in the case of Principal Proceeds, the priorities of payment set out in Condition 3(c)(iv) *(Application of Principal Proceeds between Payment Dates)*.

**"Priority Category Recovery Rate"** means the S&P Priority Category Recovery Rate each as defined in the Collateral Administration Agreement.

**"Proceedings"** has the meaning given to it in Condition 18(b) *(Jurisdiction)*.

**"PMPs"** or **"Professional Market Parties"** means the "professional market parties" *(professionele marktpartijen)* as defined in the FMSA and a **"PMP"** means any one of them;

**"Qualifying Country"** shall have the meaning given to such term in the Collateral Management Agreement.

**"Ramp-Up Period"** means the period from and including the Original Issue Date to and including the Target Date.

**"Rated Notes"** means, so long as any Notes of the relevant Class remain Outstanding, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

**"Rating Agency Confirmation"** means consent in writing from S&P that a proposed action will not cause the downgrade or withdrawal of its then current rating of the Class A Notes or any other Class of Rated Notes.

**"Rating Requirement"** means:

- (a) in the case of the Account Bank and the Paying Agent, a short term senior unsecured debt rating of at least "A-1" by S&P;
- (b) in the case of a Hedge Counterparty (or if applicable, a guarantor of such Hedge Counterparty), a short term senior unsecured debt rating of at least "A-1" by S&P; and
- (c) in the case of any Custodian, a short term senior unsecured debt rating of at least "A-1" by S&P,

in each case, for so long as S&P have assigned a rating to the Rated Notes and where the requirements stated above are not satisfied, Rating Agency Confirmation is received with respect to such party.

**"Record Date"** has the meaning given thereto in Condition 8(a) *(Method of Payment)*.

**"Recovery Percentage"** applicable to (a) a Defaulted Loan means the lower of (i) the S&P's Recovery Rate with respect to AA rated securities; and (ii) the current Market Value; (b) a Long Dated Collateral or a Current Pay Obligation with a Market Value of less than 80 per cent. means the lower of the S&P's Recovery Rate with respect to AA rated securities and the Market Value; and (c) a CCC Security means 70 per cent. of par for such security.

**"Redemption Date"** means each date specified for a redemption of the Notes of a Class in full pursuant to Condition 7 *(Redemption)* or the date on which the Notes of such Class are accelerated pursuant to Condition 10 *(Events of Default)*, or in each case, if such day is not a Business Day the next following Business Day.

**"Redemption Determination Date"** has the meaning given thereto in Condition 7(b)(ii) *(Conditions to Optional Redemption at the Option of the Class E Noteholders)*.

**"Redemption Notice"** means a redemption notice in the form available from the Registrar which has been duly completed by a Noteholder and which specifies, amongst other things, the applicable Redemption Date.

**"Redemption Price"** means, when used with respect to any Class A Note, Class B Note, Class C Note, Class D Note or Class E Note, 100 per cent. of the outstanding principal amount of such Note to be redeemed, together with interest accrued thereon to the date of redemption.

**"Redemption Threshold Amount"** means the aggregate of the amounts which would be due and payable on the redemption of the Notes on the scheduled Redemption Date and all other amounts which, pursuant to Condition 11 (*Enforcement*), rank in priority to payments in respect of the Class E Notes in accordance with the Priorities of Payment (including any amounts payable by the Issuer on termination or liquidation of the Hedge Agreements, net of any amounts received by the Issuer on termination or liquidation of such agreements on the basis that such Hedge Agreements are terminated with payments thereon being payable on the scheduled Redemption Date).

**"Register"** has the meaning given thereto in Condition 2(a) (*Forms and Denomination*).

**"Regulation S"** means Regulation S under the Securities Act.

**"Reinvestment Criteria"** means the Reinvestment Criteria specified in the Collateral Management Agreement.

**"Reinvestment OC Ratio"** means, as at any Measurement Date, the ratio (expressed as a percentage) obtained by dividing the Net Portfolio Collateral Balance by the aggregate principal amount of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes outstanding (including for the avoidance of any doubt, Class B Deferred Interest, Class C Deferred Interest, Class D Deferred Interest and Class E Deferred Interest).

**"Reinvestment OC Test"** shall be satisfied in respect of a Measurement Date if, on such Measurement Date, the Reinvestment OC Ratio is at least 105.2 per cent.

**"Reinvestment Period"** means the period from, and including, the Original Issue Date and ending on (but excluding) the first to occur of (i) the Determination Date immediately preceding the Payment Date falling in July 2014; (ii) the Payment Date on which the entire aggregate principal amount outstanding of all the Notes is to be optionally redeemed; (iii) the date of the occurrence of an Issuer Event of Default; (iv) the date on which the Trustee notifies the Issuer in writing that consent is given by the holders of at least 51 per cent. of the aggregate principal amount outstanding of the Class E Notes (including for this purpose any of the Notes held by the Collateral Manager and its Affiliates) to terminate the Reinvestment Period prior to the Determination Date falling in July 2014 following a notification by the Collateral Manager (acting in its sole and absolute discretion on behalf of the Issuer) to the Issuer that the Collateral Manager has, after making all reasonable efforts to do so, been unable for reasons beyond its control, to identify Additional Portfolio Collateral that are deemed appropriate by the Collateral Manager (acting reasonably in accordance with its normal practice and acting on behalf of the Issuer) and which meet the Eligibility Criteria or, to the extent applicable, the Reinvestment Criteria in sufficient amounts to permit investment or reinvestment of the funds required to be invested by the Issuer.

**"Relevant Date"** means whichever is the later of (a) the date on which any payment first becomes due and (b) if the full amount payable has not been received by the Registrar or the Trustee on or prior to such due date, the date on which the full amount having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 16 (*Notices*).

**"repay"** shall include redeem and vice versa and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.

**"Replacement Collateral Manager"** means the person appointed pursuant to the Collateral Management Agreement to replace the Collateral Manager.

**"Replacement Collateral Manager Subordinated Fee"** means the sum of (i) the subordinated fee payable to a Replacement Collateral Manager on each Payment Date pursuant to the Collateral Management Agreement equal to such percentage per annum as agreed when such Replacement Collateral Manager is appointed of the daily weighted average aggregate of the Principal Balances of the Portfolio Collateral during the Due Period ending immediately preceding such Payment Date and

(ii) any value added tax in respect thereof (whether payable to the Replacement Collateral Manager or directly to the relevant taxing authority).

**"Replacement Hedge Agreement"** means any Hedge Agreement entered into by the Issuer upon termination of an existing Hedge Agreement on substantially the same terms as the original Hedge Agreement (including with respect to any Hedge Transactions entered into thereunder).

**"S&P"** means Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and any successor or successors thereto.

**"S&P Minimum Average Recovery Rate"** has the meaning given to it in the Collateral Management Agreement.

**"S&P Rating"** has the meaning given to it in the Collateral Administration Agreement.

**"Sale Proceeds"** means all proceeds (including accrued interest designated as Principal Proceeds by the Collateral Manager and any fees, but excluding accrued interest designated as Interest Proceeds by the Collateral Manager) received upon the sale or other realisation of any Portfolio Collateral or Eligible Investment. To the extent such Sale Proceeds are in respect of Non-Euro Portfolio Collateral the subject of an Asset Swap Transaction, such Sale Proceeds shall be determined in Euro.

**"Screen Rate"** has the meaning given to such term in Condition 6(e)(i)(A).

**"Second Issue Date"** means the date on which the Further Notes were issued, being on or about 24 November 2008.

**"Second Lien Loan"** means any obligation or obligations which would be a Senior Secured Loan (excluding sub-paragraph (b) thereof) except that it is subordinated to another obligation of the Obligor which has a higher priority security interest in the fixed assets or stock on which the loan is secured.

**"Secured Party"** means each of the Noteholders, each Agent, the Account Bank, the Collateral Administrator, the Collateral Manager, the Custodian, each Hedge Counterparty, the Initial Purchaser, the Trustee on behalf of itself and any receiver appointed by the Trustee pursuant to the Trust Deed.

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

**"Seller"** means Investec Bank (UK) Limited in its capacity as seller of the Portfolio Collateral.

**"Senior Administrative Expenses"** means, on any Payment Date, the Administrative Expenses set out in each of paragraphs (a) through (g) of the definition of Administrative Expenses which shall be payable in the order of priority as listed and shall not exceed, in aggregate, €100,000 in any Due Period.

**"Senior Coverage Test"** means the Senior Interest Coverage Test and the Senior Overcollateralisation Test.

**"Senior Interest Coverage Ratio"** means, on any Measurement Date, the ratio (expressed as a percentage) obtained by dividing (a) the Interest Coverage Amount by (b) the aggregate of the scheduled interest payments payable on the Class A Notes on the following Payment Date.

**"Senior Interest Coverage Test"** shall be satisfied in respect of any Measurement Date falling on or after the Target Date if, on such Measurement Date, the Senior Interest Coverage Ratio is at least 105 per cent.

**"Senior Noteholders"** means together the holders of the Class A Notes from time to time.

**"Senior Overcollateralisation Ratio"** means, as at any Measurement Date, the ratio (expressed as a percentage) obtained by dividing the Net Portfolio Collateral Balance by the aggregate principal amount of the Class A Notes Outstanding.

**"Senior Overcollateralisation Ratio Test"** shall be satisfied in respect of any Measurement Date falling on or after the Target Date if, on such Measurement Date, the Senior Overcollateralisation Ratio is at least 125 per cent.

**"Senior Secured Loan"** means a senior secured loan obligation as determined by the Collateral Manager in its reasonable commercial judgement is:

- (a) secured by (i) fixed assets of the Obligor if and to the extent a pledge of fixed assets is permissible under applicable law (save in the case of assets so numerous or diverse that the failure to take such security is consistent with reasonable secured lending practices), and otherwise (ii) 100 per cent. of the equity interests in the stock of an entity owning such fixed assets; and
- (b) no other obligation of the Obligor has any higher priority security interest in such fixed assets or stock.

**"Senior Trustee Fees"** means, on any Payment Date, Trustee Fees which, when aggregated with all Trustee Fees paid during the related Due Period, shall not exceed 0.02 per cent. of the aggregate of the Principal Balances of the Portfolio Collateral on the immediately preceding Payment Date.

**"Spot Rate"** means with respect to any conversion of Sterling or Dollars into Euro or, as the case may be, of Euro into Sterling or Dollars, the relevant spot rate of exchange quoted by the Collateral Administrator on the date of calculation.

**"Stated Maturity"** means, with respect to any Portfolio Collateral or Note, the date specified in such obligation as the fixed date on which the final payment or repayment of principal of such obligation is due and payable or, if such date is not a Business Day, the next following Business Day.

**"Sterling Accounts"** means the Sterling Interest Account and the Sterling Principal Account.

**"Sterling Interest Account"** means the Sterling account so named of the Issuer held with the Account Bank into which all Sterling Interest Proceeds are to be paid.

**"Sterling Interest Proceeds"** means with respect to any Due Period (without duplication) the sum of:

- (a) all payments of interest received in cash by the Issuer during the related Due Period on the Sterling Portfolio Collateral purchased by the Issuer and Sterling denominated Eligible Investments (other than interest accrued on Sterling Portfolio Collateral purchased by the Issuer to the date of acquisition thereof by the Issuer and purchased with Sterling Principal Proceeds or with amounts standing to the credit of the Pre-Funding Account);
- (b) all accrued interest received in cash by the Issuer during the related Due Period with respect to Sterling Portfolio Collateral realised by the Issuer (other than interest accrued on Sterling Portfolio Collateral to the date of acquisition thereof by the Issuer and purchased with Sterling Principal Proceeds or with amounts standing to the credit of the Pre-Funding Account and other than any Relevant Amount denominated in Sterling in respect of such realisation);
- (c) (i) all payments of principal in Sterling received in cash by the Issuer during the related Due Period on Eligible Investments to the extent such Eligible Investments were acquired with Sterling Interest Proceeds; and (ii) all amounts representing the element of deferred interest in any payment received in respect of a Second Lien Loan denominated in Sterling, which is not a Defaulted Loan and which by its contractual terms provides for the deferral of interest;
- (d) all amounts denominated in Sterling of amendment and waiver fees, all late payment fees, syndication fees and all other fees and commissions received in cash by the Issuer during the related Due Period in connection with the Sterling Portfolio Collateral purchased by the Issuer and Sterling denominated Eligible Investments;
- (e) any other amount in Sterling whether in the nature of profits, Trading Gains or otherwise which is designated as Sterling Interest Proceeds by the Collateral Manager; *provided* that the



Collateral Manager may not designate Trading Gains as Sterling Interest Proceeds unless the sum of (i) the aggregate Principal Balance of all Portfolio Collateral and (ii) the aggregate principal balance standing to the credit of the Principal Collection Account, the Additional Collateral Account and the Euro Principal Reserve Account, is equal to or greater than the Target Par Amount, in each case both immediately prior to and after giving effect to the reinvestment of the applicable proceeds that gave rise to such Trading Gains;

but excluding (i) all Euro Interest Proceeds and (ii) any amounts recovered and any Distributions received in cash by the Issuer in respect of any Defaulted Loans denominated in Sterling following such Sterling Portfolio Collateral becoming a Defaulted Loan other than where the aggregate amount of such recoveries or, as the case may be, such Distributions received in respect of such Defaulted Loan exceeds the principal balance of the Sterling Portfolio Collateral immediately prior to the time it became a Defaulted Loan. Any determination of the aggregate amount of Sterling Interest Proceeds with respect to any day during a Due Period will include all Sterling Interest Proceeds received by the Issuer from and including the first day of the related Due Period to and including such date of determination and amounts of Sterling Interest Proceeds in respect of a Due Period shall be determined so that amounts already included in respect of a prior Due Period are not included more than once.

**"Sterling Portfolio Collateral"** means a Portfolio Collateral denominated in Sterling and whose acquisition was funded in Sterling.

**"Sterling Principal Account"** means the Sterling account so named of the Issuer held with the Account Bank into which all Sterling Principal Proceeds are to be paid.

**"Sterling Principal Proceeds"** means with respect to any Due Period, the sum (without duplication) of:

- (a) all payments of principal (including prepayments) received in cash by the Issuer during the related Due Period on the Sterling Portfolio Collateral purchased by the Issuer and any Sterling denominated Eligible Investments (other than (i) Uninvested Proceeds, (ii) the amounts referred to in paragraph (c) of the definition of Sterling Interest Proceeds and (iii) Trading Gains designated as Sterling Interest Proceeds by the Collateral Manager);
- (b) all payments of interest received in cash by the Issuer during the related Due Period on the Sterling Portfolio Collateral purchased by the Issuer and any Sterling denominated Eligible Investments to the extent such payments constitute proceeds from accrued interest purchased with Sterling Principal Proceeds or with amounts standing to the credit of the Pre-Funding Account;
- (c) all disposal proceeds received by the Issuer during the related Due Period in respect of Sterling Portfolio Collateral purchased by the Issuer and Sterling denominated Eligible Investments, including without limitation, amounts received in respect of original issue or market discount, but excluding accrued interest constituting **"Sterling Interest Proceeds"** under paragraphs (a) or (b) of the definition of **"Sterling Interest Proceeds"** and excluding fees and commissions of the type referred to in paragraph (d) below;
- (d) all facility or other up front fees or other similar fees payable to the Issuer in relation to a Sterling Portfolio Collateral (save for those set out in paragraph (i) below and paragraph (e) of the definition of **"Sterling Interest Proceeds"**);
- (e) all call, redemption and prepayment premiums received in cash by the Issuer during such Due Period on the Sterling Portfolio Collateral purchased by the Issuer and any Sterling denominated Eligible Investments;
- (f) all interest accrued received in cash realised by the Issuer on any Sterling Portfolio Collateral to the date of acquisition thereof by the Issuer and purchased with Sterling Principal Proceeds or with amounts standing to the credit of the Pre-Funding Account;
- (g) any other amounts received in Sterling (including, without limitation, recovery receipts but excluding any proceeds from the termination of any Hedge Agreements) by the Issuer during

the relevant Due Period which are not included in the definition of "**Sterling Interest Proceeds**";

- (h) all fees or commissions, or other compensation received in cash, in connection with a workout or restructuring of any Sterling denominated Defaulted Loan; and
- (i) the amount standing to the credit of all Sterling Accounts on the last Business Day of the Due Period ending immediately prior to the Redemption Date or Maturity Date,

*provided* that (i) in no event shall Sterling Principal Proceeds include Euro Principal Proceeds (ii) in no event shall Sterling Principal Proceeds include any amounts standing to the credit of the Issuer Dutch Account and (iii) all Distributions received in Sterling in cash by the Issuer in respect of any Defaulted Loan which was a Sterling Portfolio Collateral shall be deemed to be payments of principal except to the extent that the aggregate amount of such Distributions received in cash in respect of such Defaulted Loan exceeds the principal balance of the Sterling Portfolio Collateral immediately prior to the time it became a Defaulted Loan so long as it continues to be a Defaulted Loan after the receipt of such Distributions. Any determination of the aggregate amount of Sterling Principal Proceeds with respect to any day during a Due Period will include all Sterling Principal Proceeds received by the Issuer from and including the first day of the related Due Period to and including such date of determination and the amount of Sterling Principal Proceeds in respect of a Due Period shall be determined so that amounts already included or included in respect of a prior Due Period are not included more than once.

**"Sterling Unscheduled Principal Proceeds"** means, with respect to any Sterling Portfolio Collateral purchased by the Issuer, Sterling principal repayments prior to the Stated Maturity thereof received as a result of optional redemptions, prepayments above scheduled amortisations or Offers and Distributions denominated in Sterling.

**"Structured Finance Security"** means any debt which is secured directly, or represents ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including without limitation, collateralised debt obligations, collateralised loan obligations or any other similar security, provided it is not a Dutch Ineligible Security and is not managed by the Collateral Manager.

**"Subordinated Administrative Expenses"** means all Administrative Expenses other than Senior Administrative Expenses.

**"Subordinated Collateral Management Fee"** means the sum of (i) the fee payable to the Collateral Manager on each Payment Date pursuant to the Collateral Management Agreement, equal to 0.15 per cent. per annum (calculated on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the daily weighted average aggregate of the Principal Balances of the Portfolio Collateral during the Due Period ending immediately preceding such Payment Date and (ii) any value added tax in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority).

**"Subordinated Hedge Termination Payment"** means any amount payable by the Issuer to a Hedge Counterparty upon termination of any Hedge Agreement in whole following the occurrence of an **"Event of Default"** or **"Termination Event"** (each as defined in such Hedge Agreement) under which the Hedge Counterparty was the sole **"Defaulting Party"** or the sole **"Affected Party"** (each such term as defined in such Hedge Agreement).

**"Subordinated Trustee Fees"** means all Trustee Fees other than Senior Trustee Fees.

**"TARGET Business Day"** means any day on which the TARGET System is open for business.

**"Target Date"** means the earlier of (a) 26 March 2009 and (b) the date specified as such by the Collateral Manager in accordance with the terms of the Collateral Management Agreement.

**"Target Date Rating Downgrade"** means either: (a)(i) the initial ratings of the Class A Notes and the other Rated Notes are downgraded or withdrawn by S&P or (ii) S&P notifies the Issuer or the Collateral Manager on behalf of the Issuer that it intends to downgrade or withdraw its initial ratings of

any Rated Notes, in each case upon request for confirmation thereof to S&P by the Collateral Manager, acting on behalf of the Issuer, following the Target Date; or (b) S&P does not provide a Rating Agency Confirmation (i) with respect to the plan of acquisition of the Portfolio Collateral provided by the Collateral Manager following the failure to meet the Target Date Rating Requirements on the Target Date by the immediately following Determination Date or (ii) in any event, within 90 days of the Target Date.

**"Target Date Rating Requirements"** means, as of the Target Date: (a) each of the Collateral Quality Tests, the Coverage Tests and paragraph (c) of the Eligibility Criteria are satisfied on such date; (b) the aggregate of the Principal Balances of the Portfolio Collateral is at least 100 per cent. of the Target Par Amount, and for the purposes of determining the aggregate Principal Balances of the Portfolio Collateral in connection with the Target Par Amount, any prepayments or repayments of the Portfolio Collateral after the Original Issue Date shall be disregarded and the Sterling amounts of any Sterling Portfolio Collateral and the US\$ amounts of any Dollar Portfolio Collateral the subject of an Asset Swap Transaction shall be an amount equal to the notional amount of such Asset Swap Transaction; and (c) the occurrence of the Target Date has been subject of a Rating Agency Confirmation.

**"Target Par Amount"** means €516,182,933.85.

**"TARGET System"** means the Trans European Automated Real Time Gross Settlement Express Transfer System (or, if such clearing system ceases to be operative, such other clearing system (if any) determined by the Trustee to be a suitable replacement).

A **"Tax Event"** shall occur if the Issuer satisfies the Trustee that it has or will, on the next Payment Date, become liable (a) to withhold or deduct for or on account of tax from any payments on or in respect of the Notes or any Class of Notes or (b) to pay tax on its income, profits or gains in any jurisdiction other than The Netherlands and in both instances the Issuer has certified to the Trustee that a substitution, relocation and/or other reasonable measures would fail to remedy such event or cannot be implemented by the next Payment Date to remedy such event.

**"Trading Gains"** means in respect of any Portfolio Collateral which is repaid, prepaid, redeemed or sold, the excess (if any) of (a) the Principal Proceeds received in respect thereof over (b) the purchase price thereof paid by or on behalf of the Issuer for such Portfolio Collateral, in each case net of (i) any expenses incurred in connection with any repayment, prepayment, redemption or sale thereof, and (ii) in the case of a sale of such Portfolio Collateral, any interest accrued but not paid thereon.

**"Transaction Documents"** means the Trust Deed, the Supplemental Trust Deed, each Note, the Agency Agreement, the Subscription Agreement, the Further Notes Subscription Agreement, the Portfolio Sale Agreement, the Collateral Acquisition Agreements, the Collateral Management Agreement, the Collateral Administration Agreement, the Management Agreement, the Bank Account Agreement, the Hedge Agreements, any Additional Security Documents and any other agreement or deed entered into pursuant to any of them or agreed between the relevant parties to be a Transaction Document for the purposes of this definition.

**"Trustee Fees"** means the fees and expenses and other amounts payable to the Trustee pursuant to the Trust Deed from time to time plus any VAT due and payable in respect thereof.

**"Underlying Instrument"** means the loan agreement, facility agreement or other agreement or instrument pursuant to which a Portfolio Collateral has been issued or created and each other agreement that governs the terms of, or secures the obligations represented by, such Portfolio Collateral or under which the holders or creditors under such Portfolio Collateral are the beneficiaries.

**"Uninvested Proceeds"** means, at any time, the net proceeds received by the Issuer on the Original Issue Date from the issuance of the Notes to the extent such proceeds are held in cash or Eligible Investments, have not previously been invested in Portfolio Collateral and have not previously become Euro Principal Proceeds pursuant to paragraph (c) of the definition of **"Euro Principal Proceeds"**.

**"Unscheduled Principal Proceeds"** means, Sterling Unscheduled Principal Proceeds, Euro Unscheduled Principal Proceeds or Dollar Unscheduled Principal Proceeds (as applicable).

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and any tax similar or equivalent to value added tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same.

"**Warehouse Facility Agreement**" means the warehouse facility agreement dated 19 May 2008 and made between the Issuer (as borrower) and the Warehouse Lender.

"**Warehouse Lender**" means Investec Bank (UK) Limited in its capacity as lender under the Warehouse Facility Agreement.

## 2. Form and Denomination, Title and Transfer

- (a) *Form and Denomination*: Each Class of Notes will initially be represented by one or more Global Notes in fully registered form, without interest coupons or principal receipts attached, in the applicable Minimum Denomination and integral multiples in excess thereof of the applicable Authorised Denomination. A Definitive Note will be issued to each Noteholder in exchange for its beneficial interest in a Global Note only in the limited circumstances set forth in the Trust Deed. Each Definitive Note will be numbered serially with an identifying number which will be recorded in the register (the "**Register**") which the Issuer shall procure will be kept by the Registrar.
- (b) *Title to the Registered Notes*: Title to the Notes passes upon registration of transfers in respect thereof in the Register in accordance with the provisions of the Agency Agreement and the Trust Deed. Notes will be transferable only on the books of the Issuer and its agents. The registered holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.
- (c) *Transfer*: Subject to the other conditions set forth herein, transfers of a Global Note shall be limited to transfers of such Global Note, in whole, but not in part, to nominees of Euroclear and Clearstream, Luxembourg (the "**Clearing Systems**") or to a successor of the Clearing Systems or such successor's nominee. Definitive Notes may be transferred in whole or in part in nominal amounts equal to the applicable Minimum Denomination and integral multiples of the applicable Authorised Denomination in excess thereof only upon the surrender, at the specified office of the Registrar, of the Definitive Note(s) to be transferred, with the form of transfer endorsed on such Definitive Note duly completed and executed and together with the relevant form of transfer certificate as specified in the Trust Deed and such other evidence as the Registrar may reasonably require. In the case of a transfer of part only of a holding of Notes represented by one Definitive Note, a new Definitive Note will be issued to the transferee in respect of the part transferred and a further new Definitive Note in respect of the balance of the holding not transferred will be issued to the transferor.
- (d) *Delivery of New Certificates*: Each new Definitive Note to be issued pursuant to Condition 2(c) (*Transfer*) will be available for delivery within five Business Days of receipt of such form of transfer or of surrender of an existing Definitive Note upon partial redemption. Delivery of new Definitive Note(s) shall be made at the specified office of the Registrar, as the case may be, to whom delivery or surrender shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the form of transfer or otherwise in writing, shall be mailed by pre-paid first class post at the risk of the holder entitled to the new Definitive Note to such address as may be so specified. In this Condition 2(d) (*Delivery of New Certificates*), "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Registrar.
- (e) *Transfer Free of Charge*: Transfer of Global Notes and Definitive Notes in accordance with these Conditions on registration or transfer will be effected without charge by or on behalf of the Issuer, the Registrar, but upon payment (or the giving of such indemnity as the Issuer, the Registrar may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.
- (f) *Closed Periods*: No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 calendar days ending on the due date for redemption (in full) of that Note or (ii) during the period of 15 calendar days ending on (and including) any Payment Date.

- (g) *Regulations Concerning Transfer and Registration*: All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning the transfer of Notes set forth in the Trust Deed and Agency Agreement, including without limitation, that a transfer of Notes in breach of certain of such regulations may result in such Notes being required to be sold. The regulations may be changed by the Issuer in any manner which is reasonably required by the Issuer (with the consent of the Trustee) to reflect changes in legal requirements or in any other manner which, in the opinion of the Issuer (with the consent of the Trustee), is not prejudicial to the interests of the holders of the relevant Class of Notes. A copy of the current regulations will be available at the office of the Registrar and will be sent by the Registrar to any Noteholder who so requests. In addition, each investor acquiring an interest in a Global Note will be deemed to have represented to the Issuer and the Trustee that such investor will not transfer such interest except in compliance with the transfer restrictions set forth in the Trust Deed.

### 3. Status

- (a) *Status*: The Notes of each Class constitute direct, general, secured, unconditional obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 4(c) (*Limited Recourse and Non-Petition*). The Notes of each Class are secured in the manner described in Condition 4 (*Security*) and, within each Class, shall at all times rank *pari passu* and without any preference amongst themselves.
- (b) *Relationship Among the Classes*: The Notes of each Class are constituted by the Trust Deed and secured on the Collateral as further described in the Trust Deed. Payments of principal and interest on each Class of Notes will rank *pari passu* in right of payment amongst such Class of Notes. Payments of interest and principal of the Notes will be made in accordance with the order of priority of payments in this Condition 3 (*Status*) or Condition 11 (*Enforcement*).

Save to the extent provided otherwise in these Conditions:

- (i) no amount of principal (for the avoidance of doubt, excluding Class B Deferred Interest) in respect of the Class B Notes shall become due and payable until redemption or repayment, as applicable, in full of the Class A Notes;
- (ii) no amount of principal (for the avoidance of doubt, excluding Class C Deferred Interest) in respect of the Class C Notes shall become due and payable until redemption or repayment, as applicable, in full of the Class A Notes and the Class B Notes;
- (iii) no amount of principal (for the avoidance of doubt, excluding Class D Deferred Interest) in respect of the Class D Notes shall become due and payable until redemption or repayment, as applicable, in full of the Class A Notes, the Class B Notes and the Class C Notes;
- (iv) no amount of principal in respect of the Class E Notes shall become due and payable or be paid until redemption or repayment, as applicable, in full of each of the other Classes of Notes.
- (c) *Priorities of Payment*: The Collateral Administrator shall, on behalf of the Issuer, on each Payment Date (save for any Redemption Date applicable to the redemption of the Notes pursuant to Condition 7(b) (*Optional Redemption*)) prior to the delivery of an Enforcement Notice disburse Interest Proceeds and Principal Proceeds in accordance with the Priorities of Payment in paragraphs (i) and (iii) below respectively, and on each other date (save for any Redemption Date) prior to the delivery of an Enforcement Notice disburse Interest Proceeds and Principal Proceeds in accordance with the Priorities of Payments in paragraphs (ii) and (iv) below, respectively, in each case subject to the provisions of paragraph (v) below and as calculated by the Collateral Administrator pursuant to the terms of the Collateral Administration Agreement:
- (i) *Application of Interest Proceeds on Payment Dates*: Interest Proceeds in respect of a Due Period (to the extent not paid as set out in Condition 3(c)(ii) (*Application of Interest Proceeds between Payment Dates*)) shall be paid on the Payment Date immediately following such Due Period as follows:
- (A) to the payment of taxes owing and unpaid by the Issuer (other than Dutch corporate income tax in relation to the amounts equal to the minimum profit referred to below), as certified by an Authorised Officer of the Issuer to the Trustee, if any (save for any value

added tax payable in respect of any Collateral Management Fee); and to the payment of amounts equal to the minimum profit to be retained by the Issuer for Dutch tax purposes, for deposit into the Issuer Dutch Account from time to time, if any;

- (B) to the payment of accrued and unpaid Senior Trustee Fees payable to the Trustee pursuant to the Trust Deed;
- (C) to the payment of Senior Administrative Expenses;
- (D) to the payment on a *pari passu* basis of any Hedge Payment Amounts to the extent not paid from amounts standing to the credit of a Collection Account under an Asset Swap Transaction;
- (E) to the Collateral Manager of the Base Collateral Management Fee due and payable on such Payment Date;
- (F) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class A Notes in respect of the Interest Accrual Period ending on such Payment Date;
- (G) in the event that any of the Senior Coverage Tests (as calculated by the Collateral Administrator) are not satisfied on the immediately preceding Determination Date, in redemption of the Class A Notes (on a *pro rata* basis), in whole or in part, to the extent necessary to cause each of the Senior Coverage Tests to be met if recalculated following such redemption;
- (H) to the payment of the Interest Amounts due and payable on the Class B Notes in respect of the Interest Accrual Period ending on such Payment Date (but excluding any Class B Deferred Interest) *pro rata*;
- (I) to the payment of the Class B Deferred Interest *pro rata*;
- (J) in the event that the Class B Overcollateralisation Ratio Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Determination Date, in redemption of the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Class B Overcollateralisation Ratio Test to be met if recalculated following such redemption or repayment;
- (K) to the payment of the Interest Amounts due and payable on the Class C Notes in respect of the Interest Accrual Period ending on such Payment Date (other than the Class C Deferred Interest) *pro rata*;
- (L) to the payment of the Class C Deferred Interest *pro rata*;
- (M) in the event that the Class C Overcollateralisation Ratio Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Determination Date, in redemption of the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Class C Overcollateralisation Ratio Test to be met if recalculated following such redemption or repayment;
- (N) to the payment of the Interest Amounts due and payable on the Class D Notes in respect of the Interest Accrual Period ending on such Payment Date (other than Class D Deferred Interest) *pro rata*;
- (O) to the payment of the Class D Deferred Interest *pro rata*;
- (P) in the event that the Class D Overcollateralisation Ratio Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Determination

Date, in redemption or repayment, as applicable, of the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Class D Overcollateralisation Ratio Test to be met if recalculated following such redemption or repayment;

- (Q) on any Payment Date following the Target Date, in the event of the occurrence of a Target Date Rating Downgrade which is continuing on the Business Day prior to such Payment Date, to redeem the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), in whole or in part, or, in each case if earlier, until S&P confirms in writing that each such rating is reinstated;
- (R) during the Reinvestment Period, in the event that the Reinvestment OC Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Measurement Date, to transfer to the Principal Collection Account the amount required to cause the Reinvestment OC Test (as calculated by the Collateral Administrator) to be met if recalculated following such transfer;
- (S) to the payment, if applicable, to any Replacement Collateral Manager of the Replacement Collateral Manager Subordinated Fee due and payable on such Payment Date and thereafter, to the payment of any Replacement Collateral Manager Subordinated Fee due and payable but not paid pursuant to this Condition 3(c)(i)(R) on any prior Payment Date;
- (T) after the end of the Reinvestment Period, in the event that the Reinvestment OC Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Measurement Date, to redeem the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), to the extent necessary to cause the Reinvestment OC Test to be met if recalculated following such redemption or repayment;
- (U) to the payment of any amount required to be paid to the Euro Expense Account to increase the credit balance thereof to €50,000 or such lesser amount as determined by the Collateral Manager, *provided* that no such payment will be made if the Payment Date is also the Maturity Date;
- (V) at the discretion of the Collateral Manager, during the Reinvestment Period, to transfer such amount as the Collateral Manager may in its discretion determine to the Additional Collateral Account such amount to be designated for reinvestment in Additional Portfolio Collateral;
- (W) to the payment of Subordinated Trustee Fees (if any);
- (X) to the payment of Subordinated Administrative Expenses (if any);
- (Y) to the payment of any Subordinated Collateral Management Fee due and payable;
- (Z) to the payment of any Subordinated Hedge Termination Payments;
- (AA) to the payment of any Collateral Manager Termination Amount;
- (BB) to the payment of the Interest Amounts due and payable on the Class E Notes in respect of the Interest Accrual Period ending on such Payment Date (other than the Class E Deferred Interest) *pro rata*;

- (CC) to the payment of the Class E Deferred Interest *pro rata*;
  - (DD) after taking account of the amounts payable under Condition 3(c)(i)(A) to (CC) (inclusive) and if the Incentive Management Fee Hurdle Rate is achieved, an amount equal to 15 per cent. of the remaining Interest Proceeds to the Collateral Manager by way of an incentive collateral management fee (the "**Incentive Collateral Management Fee**");
  - (EE) any remaining Interest Proceeds by way of payment of Deferred Purchase Price pursuant to the terms of the Portfolio Sale Agreement.
- (ii) *Application of Interest Proceeds between Payment Dates*: Interest Proceeds shall be paid as follows on any day other than a Payment Date to the extent that there are available amounts to make such payments (after taking account, in respect of any day between the end of a Due Period and the immediately succeeding Payment Date, of amounts required to be paid on the immediately succeeding Payment Date out of the Interest Collection Account, Dollar Interest Account and Sterling Interest Account) in the following order of priority:
- (A) in payment by the Collateral Administrator on behalf of the Issuer of any Senior Trustee Fees and Senior Administrative Expenses which have accrued and become payable prior to any Payment Date, to the extent applicable, upon receipt of invoices therefor from the relevant creditor; and
  - (B) to the payment of any Hedge Payment Amounts in respect of any Asset Swap Transaction, in respect of each period from (and excluding) the immediately preceding Payment Date to (and including) the immediately succeeding Payment Date.
- (iii) *Application of Principal Proceeds on Payment Dates*: Principal Proceeds in respect of a Due Period (to the extent not paid as set out in Condition 3(c)(iv) (*Application of Principal Proceeds between Payment Dates*)) shall be paid on the Payment Date immediately following such Due Period as follows:
- (A) to the payment of the amounts referred to in Condition 3(c)(i)(A) to (F) (inclusive) above, in each case in the order of priority set out therein, but only to the extent not paid in full thereunder;
  - (B) after the application of Interest Proceeds pursuant to Condition 3(c)(i)(G) above, in the event that any of the Senior Coverage Tests (as calculated by the Collateral Administrator) are not satisfied on the immediately preceding Determination Date, in redemption or repayment, as applicable, of the Class A Notes (on a *pro rata* basis), in whole or in part, to the extent necessary to cause each of the Senior Coverage Tests to be met if recalculated following such redemption or repayment;
  - (C) to the payment of the amounts referred to in Condition 3(c)(i)(H) above, but only to the extent not paid in full thereunder;
  - (D) after the application of Interest Proceeds pursuant to Condition 3(c)(i)(J) above, in the event that the Class B Overcollateralisation Ratio Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Determination Date, in redemption or repayment, as applicable, of the Class A Notes (on a *pro rata* basis), in whole or in part, in accordance with the Class A Notes Redemption Method and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Class B Overcollateralisation Ratio Test to be met if recalculated following such redemption or repayment;
  - (E) to pay Class B Deferred Interest, to the extent that it would not cause the Senior Overcollateralisation Ratio Test to fail if recalculated following such payment;
  - (F) to the payment of the amounts referred to in Condition 3(c)(i)(K) above, but only to the extent not paid in full thereunder;



- (G) after the application of Interest Proceeds pursuant to Condition 3(c)(i)(M) above, in the event that the Class C Overcollateralisation Ratio Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Determination Date, in redemption or repayment, as applicable, of the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Class C Overcollateralisation Ratio Test to be met if recalculated following such redemption or repayment;
- (H) to pay Class C Deferred Interest, to the extent that it would not cause the Senior Overcollateralisation Ratio Test or the Class B Overcollateralisation Ratio Test to fail if recalculated following such payment;
- (I) to the payment of the amounts referred to in Condition 3(c)(i)(N) above, but only to the extent not paid in full thereunder;
- (J) after the application of Interest Proceeds pursuant to Condition 3(c)(i)(P) above, in the event that the Class D Overcollateralisation Ratio Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Determination Date, in redemption or repayment, as applicable, of the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Class D Overcollateralisation Ratio Test to be met if recalculated following such redemption or repayment;
- (K) to pay Class D Deferred Interest, to the extent that it would not cause the Senior Overcollateralisation Ratio Test, the Class B Overcollateralisation Ratio Test or the Class C Overcollateralisation Ratio Test to fail if recalculated following such payment
- (L) to the payment of the amounts referred to in Condition 3(c)(i)(K) above, but only to the extent not paid in full thereunder;
- (M) on any Payment Date following the Target Date, in the event of the occurrence of a Target Date Rating Downgrade which is continuing on the Business Day prior to such Payment Date, to redeem the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class E Notes (on a *pro rata* basis), in whole or in part, or, in each case if earlier, until S&P confirms in writing that each such rating is reinstated;
- (N) during the Reinvestment Period (and after the expiry of the Reinvestment Period in the case of certain Unscheduled Principal Proceeds permitted to be reinvested in Additional Portfolio Collateral pursuant to the terms of the Collateral Management Agreement and Sale Proceeds from Credit Improved Securities, in each case, designated for reinvestment in the following Due Period), save for upon the Payment Date on which the Notes are to be redeemed or repaid in full, *pari passu* (1) to the purchase of Additional Portfolio Collateral satisfying the Eligibility Criteria, the Reinvestment Criteria or the Additional Reinvestment Criteria, as applicable, (2) to payment, where so obliged, of the cost of any Replacement Hedge Agreement and (3) to payment of an amount at the discretion of the Issuer (following recommendation from the Collateral Manager) to the Additional Collateral Account to be designated for reinvestment in Additional Portfolio Collateral;
- (O) to payment in an amount equal to the Special Redemption Amount (if any) applicable to such Payment Date if it is a Special Redemption Date pursuant to Condition 7(d) (*Redemption at the Option of the Collateral Manager*) to redeem the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full,

to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis);

- (P) after expiry of the Reinvestment Period, to redeem the Class A Notes in full;
  - (Q) to the payment of the Class B Deferred Interest *pro rata*;
  - (R) after expiry of the Reinvestment Period, to redeem in full the Class B Notes *pro rata*;
  - (S) to the payment of the Class C Deferred Interest;
  - (T) after expiry of the Reinvestment Period, to redeem in full the Class C Notes *pro rata*;
  - (U) to the payment of the Class D Notes Deferred Interest;
  - (V) after expiry of the Reinvestment Period, to redeem in full the Class D Notes *pro rata*;
  - (W) to the payment of the amounts referred to in Condition 3(c)(i)(U) and (X) to (DD) above (inclusive), in each case in the order of priority set out therein, but only to the extent not paid in full thereunder;
  - (X) to the payment of the Class E Deferred Interest *pro rata*;
  - (Y) after expiry of the Reinvestment Period, to redeem in full the Class E Notes *pro rata*;
  - (Z) after taking account of the amounts payable under Condition 3(c)(iii)(A) to (Y) (inclusive) and if the Incentive Management Fee Hurdle Rate is achieved, an amount equal to 20 per cent. of the remaining Principal Proceeds to the Collateral Manager by way of Incentive Collateral Management Fee; and
  - (AA) the remaining Principal Proceeds, to the payment of Deferred Purchase Price pursuant to the terms of the Portfolio Sale Agreement.
- (iv) *Application of Principal Proceeds between Payment Dates*: Euro Principal Proceeds standing to the credit of the Principal Collection Account, the Pre-Funding Account and the Additional Collateral Account shall be paid as follows on any day other than a Payment Date to the extent that there are available amounts to make such payments in the relevant Accounts (after taking account, in respect of any day between the end of a Due Period and the immediately succeeding Payment Date, of amounts required to be paid on the immediately succeeding Payment Date out of such Accounts):
- (A) at any time up to and including the last day of the Ramp-Up Period in accordance with the terms of, and to the extent permitted under, the Collateral Management Agreement, in the acquisition of Portfolio Collateral, in each case satisfying the Eligibility Criteria and, if applicable, the Reinvestment Criteria;
  - (B) upon receipt of Rating Agency Confirmation with respect to the occurrence of the Target Date, all amounts standing to the credit of the Pre-Funding Account shall be transferred in accordance with the Collateral Administration Agreement (i) to the Additional Collateral Account, or (ii) at the request of the Collateral Manager and to the extent specified by the Collateral Manager (and provided that the Target Par Amount has been met before and after such transfer) to the Interest Collection Account for application in accordance with the Priorities of Payment provided that, in the event that a Target Date Rating Downgrade has occurred and is continuing, amounts standing to the credit of the Pre-Funding Account will, on the Determination Date falling immediately after the Target Date, be transferred to the Euro Payment Account and shall constitute Euro Principal Proceeds for the purpose of the application of Principal Proceeds pursuant to the Priorities of Payment;
  - (C) at any time in accordance with the terms of, and to the extent permitted under, the Collateral Management Agreement, in the acquisition of Portfolio Collateral and/or Additional Portfolio Collateral by the Collateral Manager, acting on behalf of the Issuer,

in each case satisfying the Eligibility Criteria and, if applicable, the Reinvestment Criteria and, if applicable, the Additional Reinvestment Criteria.

- (D) at any time, amounts payable by the Issuer upon entry into of a Replacement Hedge Agreement in accordance with the Collateral Management Agreement, unless termination of the Hedge Agreement under which the relevant Hedge Termination Receipts are payable occurs on a Redemption Date, or the Collateral Manager determines not to replace the relevant Hedge Agreement and Rating Agency Confirmation is obtained with respect to such determination; and
  - (E) at any time, to the payment of any Hedge Payment Amounts in respect of any Asset Swap Transaction and any Hedge Termination Payment due and payable to a Hedge Counterparty under a Hedge Agreement being replaced, as referred to in the definition of Hedge Replacement Receipts insofar as it does not exceed the amount of the corresponding Hedge Replacement Receipt.
- (d) *Non-payment of Amounts:* Save in the case of (i) the payment of interest on the Class A Notes or, following redemption in full of the Class A Notes, the payment of interest on the Class B Notes or, following redemption in full of the Class A Notes and the Class B Notes, payment of interest on the Class C Notes, or following redemption in full of the Class A Notes, the Class B Notes and the Class C Notes, payment of interest on the Class D Notes or following redemption in full of all of the other Classes of Notes, payment of interest on the Class E Notes, or (ii) non-payment in full of the principal amount of any Class of Notes on any Redemption Date, the failure on the part of the Issuer to pay any of the amounts referred to in Conditions 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) or 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*) to the Noteholders or otherwise, by reason solely of the fact that there are insufficient funds standing to the credit of the Euro Payment Account shall not constitute an Issuer Event of Default pursuant to Condition 10 (*Events of Default*).

Subject always, in the case of Interest Amounts payable in respect of the Class B Notes, Class C Notes and Class D Notes to Condition 6(c) (*Deferral of Interest*), in the event of non-payment of any amounts referred to in Conditions 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) or 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*) of this Condition on any Payment Date (including any Deferred Interest Amount), such amounts shall remain due and shall be payable on each subsequent Payment Date (other than any Payment Date which is a Redemption Date) in the orders of priority provided for in this Condition. References to the amounts referred to in Conditions 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*) of this Condition shall include any amounts thereof not paid when due in accordance with this Condition on any preceding Payment Date.

- (e) *Determination and Payment of Amounts:* The Collateral Administrator will, on each Determination Date, calculate the amounts payable on the applicable Payment Date pursuant to Conditions 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*) and on any other day, calculate the amounts payable pursuant to Conditions 3(c)(ii) (*Application of Interest Proceeds between Payment Dates*) and 3(c)(iv) (*Application of Principal Proceeds between Payment Dates*) and will notify the Trustee of such amounts. The Collateral Administrator shall, on behalf of the Issuer, not later than 12.00 noon (London time) on the Business Day preceding each Payment Date cause available amounts standing to the credit of the Interest Collection Account, the Principal Collection Account, the Dollar Interest Account, the Dollar Principal Account, the Sterling Interest Account, the Sterling Principal Account, the Euro Principal Reserve Account and the Euro Expense Account to the extent required to pay the amounts referred to in paragraphs (i) and (iii) of Condition 3(c) (*Priorities of Payment*) which are payable on such Payment Date to be transferred to the Euro Payment Account. The Collateral Administrator shall, on behalf of the Issuer, other than on any Payment Date, cause available amounts standing to the credit of the Collection Accounts, the Pre-Funding Account and the Additional Collateral Account to the extent required to pay the amounts referred to in paragraphs (ii), and (iv) of Condition 3(c) (*Priorities of Payments*) which are due and payable to be paid to the person entitled to such payment.
- (f) *De Minimis Amounts:* The Collateral Administrator may, in its absolute discretion, adjust the amounts required to be applied in payment of principal on any Class of Notes from time to time pursuant to the Priorities of Payment so that the amount to be so applied in respect of each such Note is a whole

amount, not involving any fraction or, at the discretion of the Collateral Administrator, a cent of a Euro, a cent of a Dollar or a pence of a pound Sterling.

- (g) *Publication of Amounts*: The Collateral Administrator will cause details as to the amounts of interest and principal paid and any amounts of interest payable but not paid on each Payment Date in respect of the Notes to be notified to the Trustee, the Registrar, the Paying Agent and the Irish Stock Exchange by no later than 11.00 am (London time) on the Business Day following the applicable Determination Date and the Paying Agent shall procure that details of such amounts are notified to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible after receipt of notification thereof by the Paying Agent in accordance with the above but in no event later than (to the extent applicable) the second Business Day after the last day of the applicable Due Period.
- (h) *Notifications to be Final*: All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Collateral Manager, the Trustee, the Registrar, the Paying Agent, all Noteholders and the other Secured Parties and (in the absence as referred to above) no liability to the Issuer or the Noteholders shall attach to the Collateral Administrator in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.
- (i) *Accounts*: The Issuer shall, prior to the Original Issue Date, establish the Accounts (other than any other account which may be required pursuant to any Hedge Agreements entered after the Original Issue Date) with the Account Bank.

The Account Bank shall at all times be a financial institution (a) which is not resident in The Netherlands and (b) which has a short term senior unsecured and unguaranteed debt rating of at least "A-1" from S&P. In the event that the short term senior unsecured and unguaranteed debt of the Account Bank is rated below "A-1" by S&P or its short term senior unsecured and unguaranteed debt rating is withdrawn by S&P the Issuer shall use reasonable endeavours to procure that a replacement Account Bank, which is acceptable to the Trustee, is appointed whose short term senior unsecured and unguaranteed debt is rated not less than "A-1" from S&P in accordance with the provisions of the Bank Account Agreement.

- (j) *Euro*: If the United Kingdom adopts the Euro as its lawful currency, the Trustee, the Collateral Manager, the Paying Agent and the Issuer shall consult with each other to ensure that the Priorities of Payment and any other provisions in the Transaction Documents affected by such change are adjusted to reflect such a change, but any such adjustment shall not affect the actual order of the priorities of payment.

#### 4. Security

- (a) *Security*: Pursuant to the Trust Deed, the obligations of the Issuer under the Notes of each Class, the Trust Deed, the Agency Agreement, the Portfolio Sale Agreement, the Collateral Management Agreement, each Hedge Agreement and the Collateral Administration Agreement (together with the obligations owed by the Issuer to the other Secured Parties) are secured by, subject in each case to any prior ranking security specified below:
  - (i) an assignment by way of first fixed security in favour of the Trustee for the benefit of the Secured Parties of all of the Issuer's right, title, interest and benefit, present and future, in and to the Senior Secured Loans, Second Lien Loans and Structured Finance Securities and all other Portfolio Collateral (where such obligations are contractual rights) or any of them owned or thereafter acquired by the Issuer from time to time including, without limitation, any of the same acquired by the Issuer in relation to the issue of the Notes or any Further Issue Notes, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;
  - (ii) a first fixed charge in favour of the Trustee for the benefit of the Secured Parties over all of the Issuer's right, title, interest and benefit, present and future, in and to all securities that constitute Portfolio Collateral (where such obligations are securities), or any of them owned or thereafter acquired by the Issuer from time to time including, without limitation, any of the same acquired by

the Issuer in relation to the issue of the Notes or any Further Issue Notes, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

- (iii) a first fixed charge in favour of the Trustee for the benefit of the Secured Parties over the Issuer's right, title, interest and benefit, present and future, in and to each of the Accounts and any other accounts in which the Issuer may at any time have or acquire (including, without limitation, after the date hereof) any right, title, interest or benefit;
- (iv) a first fixed charge in favour of the Trustee for the benefit of the Secured Parties over all of the Issuer's right, title, interest and benefit, present and future, in and to any principal, interest and other payments and distributions of cash and other property with respect to the Portfolio Collateral owned or thereafter acquired by the Issuer from time to time including, without limitation, any of the same acquired by the Issuer in relation to the issue of Notes or any Further Issue Notes;
- (v) a first fixed charge over all the Issuer's right, title, interest and benefit, present and future, in and to the Eligible Investments owned or thereafter acquired by the Issuer from time to time including, without limitation, any of the same acquired by the Issuer in relation to the issue of the Notes or any Further Issue Notes, together with all monies, income and proceeds payable or due to become payable thereunder and all interest accruing thereon from time to time;
- (vi) a first fixed charge in favour of the Trustee for the benefit of the Secured Parties over the Custody Account (including, without limitation, each cash account relating to the Custody Account, any cash held therein and the claim represented by the positive balance from time to time of the Custody Account);
- (vii) (A) an assignment by way of first fixed security to the Trustee for the benefit of the Secured Parties of the Issuer's right, title, interest and benefit, present and future, in and to and under (a) each Hedge Agreement, (b) any amendment or supplement thereto (including, without limitation, any amendment or supplement entered into thereafter) and (c) any guarantee or credit support annex or deed entered into pursuant to any Hedge Agreement or any amendment or supplement thereto (including, without limitation, any amendment or supplement thereto entered into thereafter)), *provided* that such assignment by way of security shall not in any way restrict the release of collateral granted thereunder in whole or in part at any time pursuant to the terms of any Hedge Agreement; and (B) a fixed charge over all of the Issuer's right, title, interest and benefit, present and future, in and to any collateral provided now or from time to time thereafter to the Issuer (including, without limitation, any of the same provided to the Issuer in connection with the issue of the Notes or any Further Issue Notes) under each Hedge Agreement and any amendment or supplement thereto (including, without limitation, any amendment or supplement thereto entered into thereafter);
- (viii) an assignment by way of first fixed security to the Trustee for the benefit of the Secured Parties of the Issuer's right, title, interest and benefit, present and future, under the Collateral Management Agreement, the Collateral Administration Agreement, each Collateral Acquisition Agreement, and each other Transaction Document (other than the Trust Deed) including, without limitation in each case any amendment or supplement thereto (including, without limitation, any amendment or supplement entered into thereafter) and any other agreement or document to which the Issuer is party, or to which it is, or may at any time be, expressed to have the benefit of or to have any rights under or to have any other rights to or interests in (including, without limitation, any agreement or document entered into thereafter or to which the Issuer becomes a party or has the benefit of or any rights under or rights or interests in thereafter) unless otherwise charged by the Issuer under the Trust Deed including, without limitation, any of the same entered into or arising in relation to the issue of the Notes or any Further Issue Notes;
- (ix) a first fixed charge in favour of the Trustee for the benefit of the Secured Parties over the Issuer's right, title, interest and benefit, present and future, in and to all money from time to time held by the Registrar or any Paying Agent for the payment of principal or interest on the Notes;
- (x) a first fixed charge over all of the Issuer's rights in respect of any other deposit made or security or investment purchased from time to time from amounts standing to the credit of the Accounts or the

Custody Account that are not subject to the security interests referred to in paragraphs (i) to (xi) (inclusive) above (being "**non-eligible investments**"), in which the Issuer may at any time acquire or otherwise obtain an interest or benefit, including, without limitation, in each case, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of, or in substitution therefor and the proceeds of sale, repayment and redemption thereof; and

- (xi) to the extent permitted by applicable laws, a first floating charge granted over the whole of the Issuer's property, undertaking and assets whatsoever and wheresoever situate, present and future, to the extent such property, undertaking and assets are not subject to any other security created under the Trust Deed,

excluding for the purpose of (i) to and including (xi) above, (A) any and all assets, property or rights which are located in, or governed by the laws of, The Netherlands (except for contractual rights or receivables (*rechten of vorderingen op naam*) which are assigned or charged to the Trustee pursuant to (i) to (xi) (inclusive) above); (B) any and all Dutch Ineligible Securities; (C) the Issuer's rights under the Management Agreement; (D) the Issuer's rights in respect of and any and all amounts standing to the credit of the Issuer Dutch Account.

The Issuer may also from time to time enter into Additional Security Documents to perfect any security granted by the Issuer to the Trustee pursuant to the Trust Deed.

- (b) *Application of Proceeds upon Enforcement*: The Trust Deed provides that the net proceeds of realisation of, or enforcement with respect to, the security over the Collateral constituted by the Trust Deed shall be applied in accordance with the Priorities of Payment specified in Condition 11 (*Enforcement*).
- (c) *Limited Recourse and Non-Petition*: If the net proceeds of realisation of the security constituted by the Trust Deed upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed are less than the aggregate amount payable in such circumstances by the Issuer in respect of the Notes and to the other Secured Parties (such negative amount being referred to herein as a "**shortfall**"), the obligations of the Issuer in respect of the Notes of each Class and its obligations to the other Secured Parties in such circumstances will be limited to the net proceeds of realisation of the security constituted by the Trust Deed which shall be applied in accordance with the Priorities of Payment. In such circumstances the other assets (if any) of the Issuer (including amounts standing to the credit of the Issuer Dutch Account and the rights of the Issuer under the Management Agreement) will not be available for payment of such shortfall which shall be borne by the Secured Parties in accordance with the Priorities of Payment (applied in reverse order), the rights of the Secured Parties to receive any further amounts in respect of such obligations shall be extinguished and none of the Noteholders of each Class or the other Secured Parties may take any further action to recover such amounts. None of the Noteholders of any Class and the other Secured Parties (nor any other person acting on behalf of any of them), except for the Trustee, shall be entitled, until the expiry of one year and one day from but excluding the date of redemption of the latest maturing Note, to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganisation, arrangement, insolvency, moratorium, controlled management, winding-up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes of any Class, the Trust Deed or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer which is initiated by another party or taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer.

The liabilities upon the Issuer to make any payments of interest or principal on the Notes or of any amounts to any other Secured Parties shall be extinguished once all liquidation proceeds from the Collateral has been distributed in accordance with the Priorities of Payment.

- (d) *Information Regarding the Portfolio*: The Issuer shall procure that a Monthly Report and Noteholder Valuation Report is made available upon publication thereof through a specifically designated website to the Trustee and to each Noteholder of each Class upon request in writing therefor.

## 5. Covenants of the Issuer

The Trust Deed contains, *inter alia*, representations, warranties and covenants in favour of the Trustee which, *inter alia*, require the Issuer to comply with its obligations under the Transaction Documents and restrict the ability of the Issuer to create or incur any indebtedness (other than that permitted under the Trust Deed), to dispose of assets, to change the nature of its business or to take or fail to take any action which may adversely affect the priority or enforceability of the security interest in the Collateral.

## 6. Interest

- (a) *Payment Dates: Rated Notes:* Each Class of Notes shall bear interest from the Original Issue Date. Subject to Condition 6(c) (*Deferral of Interest*), such interest will be payable on the Payment Dates falling in January 2009 and June 2009 and thereafter semi-annually in arrear on each Payment Date.
- (b) *Interest Accrual: Rated Notes:* Each Class of Notes will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition 6 (*Interest*) (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day seven days after the Trustee or the Registrar has notified the Noteholders of such Class of Notes in accordance with Condition 16 (*Notices*) of receipt of all sums due in respect of all the Notes of such Class up to and including that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).
- (c) *Deferral of Interest:*
- (i) For so long as any of the Class A Notes remain Outstanding, the Issuer shall only be obliged to pay any Interest Amount payable in respect of the Class B Notes in full on any Payment Date to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payment. An amount of interest equal to any shortfall in payment of the Interest Amount that would otherwise be due and payable in respect of any such Class B Note on any Payment Date (each such amount being referred to as "**Class B Deferred Interest**") shall be deferred and shall, with effect from and including such Payment Date, be added to the principal amount outstanding of the Class B Notes and the principal amount of each such Note shall be increased by the amount of its *pro rata* share of such Class B Deferred Interest, which shall itself bear interest in accordance with these Conditions from such date.
- (ii) For so long as any of the Class A Notes or Class B Notes remain Outstanding, the Issuer shall only be obliged to pay any Interest Amount payable in respect of the Class C Notes in full on any Payment Date to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payment. An amount of interest equal to any shortfall in payment of the Interest Amount that would otherwise be due and payable in respect of any such Class C Note on any Payment Date (each such amount being referred to as "**Class C Deferred Interest**") shall be deferred and shall, with effect from and including such Payment Date, be added to the principal amount outstanding of the Class C Notes and the principal amount of each such Note shall be increased by the amount of its *pro rata* share of such Class C Deferred Interest, which shall itself bear interest in accordance with these Conditions from such date.
- (iii) For so long as any of the Class A Notes, Class B Notes or Class C Notes remains Outstanding, the Issuer shall only be obliged to pay any Interest Amount payable in respect of the Class D Notes in full on any Payment Date to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payment. An amount of interest equal to any shortfall in payment of the Interest Amount that would otherwise be due and payable in respect of any such Class D Note on any Payment Date (each such amount being referred to as "**Class D Deferred Interest**") shall be deferred and shall, with effect from and including such Payment Date, be added to the principal amount outstanding of the Class D Notes and the principal amount of each such Note shall be increased by the amount of its *pro rata* share of such Class D Deferred Interest, which shall itself bear interest in accordance with these Conditions from such date.

(iv) For so long as any of the Class A Notes, Class B Notes, Class C Notes or Class D Notes remains Outstanding, the Issuer shall only be obliged to pay any Interest Amount payable in respect of the Class E Notes in full on any Payment Date to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payment. An amount of interest equal to any shortfall in payment of the Interest Amount that would otherwise be due and payable in respect of any such Class E Note on any Payment Date (each such amount being referred to as "**Class E Deferred Interest**" and together with Class B Deferred Interest, Class C Deferred Interest and Class D Deferred Interest, "**Deferred Interest**") shall be deferred and shall, with effect from and including such Payment Date, be added to the principal amount outstanding of the Class E Notes and the principal amount of each such Note shall be increased by the amount of its *pro rata* share of such Class E Deferred Interest, which shall itself bear interest in accordance with these Conditions from such date.

(d) *Payment of Deferred Interest:*

Deferred Interest shall only become payable by the Issuer in accordance with Condition 3(c) (*Priorities of Payment*) to the extent that Interest Proceeds or Principal Proceeds are available to make such payment in accordance with the Priorities of Payment.

(e) *Interest on Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes:*

(i) *Rate of Interest:* Save as provided in paragraph (iii) below, the rate of interest from time to time in respect of the Class A Notes (the "**Class A Note Interest Rate**") and the Class B Notes (the "**Class B Note Interest Rate**") and the Class C Notes (the "**Class C Note Interest Rate**") and the Class D Notes (the "**Class D Note Interest Rate**") and the Class E Notes (the "**Class E Note Interest Rate**") will each be determined by the Collateral Administrator on the following basis.

(A) On the second TARGET Business Day before the beginning of each Interest Accrual Period or, in the case of the first Interest Accrual Period, the Original Issue Date (each an "**Interest Determination Date**") the Collateral Administrator will determine the Applicable EURIBOR for Euro deposits as at 11.00 am (Brussels time) on the Interest Determination Date in question. Such offered rate will be that which appears on the display designated as Bloomberg page EBF (or (a) such other page or service as may replace it for the purpose of displaying EURIBOR rates or (b) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Trustee)) (the "**Screen Rate**"). The Class A Note Interest Rate, the Class B Note Interest Rate, the Class C Note Interest Rate, the Class D Note Interest Rate and the Class E Note Interest Rate for such Interest Accrual Period shall be the aggregate of the Class A Margin (in the case of the Class A Note Interest Rate) and the Class B Margin (in the case of the Class B Note Interest Rate), the Class C Margin (in the case of the Class C Note Interest Rate), the Class D Margin (in the case of the Class D Note Interest Rate), the Class E Margin (in the case of the Class E Note Interest Rate) and the rate which so appears, all as determined by the Collateral Administrator.

(B) If the offered rate so appearing is replaced by the corresponding rates of more than one bank then paragraph (A) shall be applied, with any necessary consequential changes, to the arithmetic mean (rounded, if necessary, to the nearest one thousandth of a percentage point (with 0.005 being rounded upwards)) of the rates (being at least two) which so appear, as determined by the Collateral Administrator. If for any other reason such offered rate does not so appear, or if the relevant page is unavailable, the Collateral Administrator will request each of four major banks in the Euro zone interbank market acting in each case through its principal Euro zone (as defined in this Condition below) office (the "**Reference Banks**") to provide the Collateral Administrator with its offered quotation to leading banks for Euro deposits in the Euro zone interbank market for a period of six months (or the appropriate period in respect of the first Interest Accrual Period for the Notes, the second Interest Accrual Period for the Notes or the Interest Accrual Period immediately prior to the Maturity Date or the Redemption Date) as at 11.00 am (Brussels time) on the Interest Determination Date in question. The Class A Note Interest Rate, the Class B Note Interest Rate, the Class C Note Interest Rate, the Class D Note Interest Rate and the Class E Note Interest Rate for such Interest Accrual



Period shall be the aggregate of the Class A Margin (in the case of the Class A Note Interest Rate) and the Class B Margin (in the case of the Class B Note Interest Rate), the Class C Margin (in the case of the Class C Note Interest Rate), the Class D Margin (in the case of the Class D Note Interest Rate), the Class E Margin (in the case of the Class E Note Interest Rate) and the arithmetic mean (rounded, if necessary, to the nearest one thousandth of a percentage point (with 0.005 being rounded upwards)) of such quotations (or of such of them, being at least two, as are so provided), all as determined by the Collateral Administrator.

- (C) If on any Interest Determination Date one only or none of the Reference Banks provides such quotation, the Class A Note Interest Rate, the Class B Note Interest Rate, the Class C Note Interest Rate, the Class D Note Interest Rate and the Class E Note Interest Rate for the next Interest Accrual Period shall be the rate per annum which the Collateral Administrator determines to be the arithmetic mean (rounded, if necessary, to the nearest one thousandth of a percentage point (with 0.005 being rounded upwards)) of the Euro lending rates which major banks in the Euro zone selected by the Collateral Administrator are quoting, on the relevant Interest Determination Date, for loans in Euro for a period of six months (or the appropriate period in respect of the first Interest Accrual Period for the Notes, the second Interest Accrual Period for the Notes or the Interest Accrual Period immediately prior to the Maturity Date or the Redemption Date) to leading European banks plus the Class A Margin (in the case of the Class A Note Interest Rate), the Class B Margin (in the case of the Class B Note Interest Rate), the Class C Margin (in the case of the Class C Note Interest Rate), the Class D Margin (in the case of the Class D Note Interest Rate) and the Class E Margin (in the case of the Class E Note Interest Rate).
- (D) For the purpose of this Condition 6(e) (*Interest on the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes*):
- "Euro zone"** means the region comprised of Member States of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union; and
- "Class A Margin"** means 0.42 per cent. per annum.
- "Class B Margin"** means 0.70 per cent. per annum.
- "Class C Margin"** means 1.70 per cent. per annum.
- "Class D Margin"** means 3.95 per cent. per annum.
- "Class E Margin"** means 15 per cent. per annum.
- (ii) *Determination of Floating Rate of Interest and Calculation of Interest Amount:* The Collateral Administrator will, as soon as practicable after 11.00 am (Brussels time) on each Interest Determination Date, but in no event later than the second Business Day after such date, determine the Note Interest Rate in respect of and calculate the Interest Amount payable in respect of the Class A Notes, the Class B Notes, Class C Notes, Class D Notes and the Class E Notes (as applicable) of €500 of such Notes for the relevant Interest Accrual Period. The Interest Amount in respect of the Class A Notes, the Class B Notes, Class C Notes, Class D Notes and the Class E Notes for each Authorised Denomination shall be calculated by applying the relevant Note Interest Rate of the Class A Notes, the Class B Notes, Class C Notes, Class D Notes and the Class E Notes (as applicable) to an amount equal to each such Authorised Denomination, multiplying the product by the actual number of days in the Interest Accrual Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).
- (iii) *Reference Banks and Collateral Administrator:* The Issuer shall procure that, so long as any Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are Outstanding:
- (A) the Collateral Administrator shall be appointed and maintained for the purposes of determining the interest rate and interest amount payable in respect of such Outstanding Classes of Notes, as applicable; and

- (B) in the event that the Class A Note Interest Rate, Class B Note Interest Rate, Class C Note Interest Rate, Class D Note Interest Rate or the Class E Note Interest Rate is to be calculated by Reference Banks pursuant to Condition 6 (*Interest*), that the number of Reference Banks required pursuant to such Condition are appointed.

If the Collateral Administrator is unable or unwilling to continue to act as the Collateral Administrator for the purpose of calculating interest hereunder or fails duly to establish the Class A Note Interest Rate, the Class B Note Interest Rate, the Class C Note Interest Rate, the Class D Note Interest Rate or the Class E Note Interest Rate for any Interest Accrual Period or to calculate the Interest Amount on the Notes, the Issuer shall appoint another financial institution with the ability to provide the services undertaken by the Collateral Administrator herein to act as such in its place. The Collateral Administrator may not resign its duties without a successor having been so appointed.

- (f) *Publication of Floating Rates of Interest and Interest Amounts:* The Collateral Administrator will cause the Class A Note Interest Rate, the Class B Note Interest Rate, the Class C Note Interest Rate, the Class D Note Interest Rate and the Class E Note Interest Rate and, if applicable, any Deferred Interest Amounts payable in respect of each relevant Class of Notes for each Interest Accrual Period and Payment Date to be notified to the Issuer, the Registrar, the Trustee and the Irish Stock Exchange as soon as possible after their determination, but in no event later than the first Business Day of such Interest Accrual Period, and the Registrar shall cause each such rate, amount and date to be notified to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible following notification to the Registrar but in no event later than the third Business Day after such notification. The Interest Amounts and the Payment Date in respect of the Notes so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice (save that notice shall be given to the Trustee) in the event of an extension or shortening of the Interest Accrual Period. If any of the Notes become due and payable under Condition 10 (*Events of Default*), interest shall nevertheless continue to be calculated as previously notified by the Paying Agent in accordance with this Condition but no publication of the applicable Interest Amounts shall be made unless the Trustee so determines.
- (g) *Determination or Calculation by Trustee:* If the Collateral Administrator does not at any time for any reason so determine the Class A Note Interest Rate, the Class B Note Interest Rate, Class C Note Interest Rate, Class D Note Interest Rate or the Class E Note Interest Rate or does not calculate the Interest Amounts payable in respect of any Class of Notes for an Interest Accrual Period, the Trustee (or a person appointed by it for the purpose) shall do so and such determination or calculation shall be deemed to have been made by the Collateral Administrator and shall be binding on the Noteholders. In doing so, the Trustee, or such person appointed by it, shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances and reliance on such persons as it has appointed for such purpose. The Trustee shall have no liability to any person in connection with any determination or calculation it is required to make pursuant to this Condition 6(g) (*Determination or Calculation by Trustee*).
- (h) *Notifications etc. to be Final:* All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition, whether by the Reference Banks (or any of them), the Collateral Administrator or the Trustee, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Reference Banks, the Paying Agent, the Trustee, the Registrar, all Noteholders and all other Secured Parties and (in the absence as referred to above) no liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks, the Collateral Administrator or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition.

## 7. Redemption

- (a) *Final Redemption:* Save to the extent previously redeemed and cancelled, the Notes of each Class will be redeemed on the Maturity Date of such Notes. In the case of a redemption pursuant to this Condition 7(a) (*Final Redemption*), the Notes will be redeemed at their outstanding principal amount. Notes may not be redeemed other than in accordance with this Condition 7 (*Redemption*).

(b) *Optional Redemption*

- (i) (A) *Redemption at the Option of the Class E Noteholders:* Subject to the provisions of Condition 7(b)(ii) (*Conditions to Optional Redemption at the Option of the Class E Noteholders*), the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes shall be redeemed by the Issuer, in whole but not in part, at the applicable Redemption Prices, on any day falling after the Original Issue Date or, upon the occurrence of a Collateral Tax Event, on any day falling thereafter, at the request in writing of the holders of at least 66⅔ per cent. of the aggregate principal amount of Class E Notes Outstanding (as evidenced by duly completed Redemption Notices) in accordance with the procedures described in paragraph (ii) below. The Issuer shall procure that notice of such redemption, including the applicable Redemption Date, shall be given to the Noteholders in accordance with Condition 16 (*Notices*) and to the Rating Agencies.
- (B) *Redemption for Tax Reasons:* Subject to the provisions of Condition 7(b)(ii) (*Conditions to Optional Redemption at the Option of the Class E Noteholders*) and following the occurrence of a Tax Event, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes shall be redeemed by the Issuer, with the written consent of the holders of at least 66⅔ per cent. of the aggregate principal amount of Class E Notes Outstanding (as evidenced by duly completed Redemption Notices) in accordance with the procedures described in paragraph (ii) below or with the consent of the Trustee acting on the directions of the holders of at least 66⅔ per cent. of the aggregate principal amount Outstanding of the Controlling Class, in whole but not in part, at the applicable Redemption Prices, on the Payment Date following the Issuer giving not more than 60 nor less than 30 days' notice to Noteholders (which notice shall be irrevocable) that the Notes are to be redeemed. The Issuer shall procure that notice of such redemption, including the applicable Redemption Date, shall be given to the Noteholders in accordance with Condition 16 (*Notices*) and to the Rating Agencies.
- (ii) *Conditions to Optional Redemption at the Option of the Class E Noteholders:* Following receipt of confirmation from the Registrar of receipt of a direction or consent as applicable, from the requisite percentage of Class E Noteholders or, as the case may be, the Controlling Class to exercise any right of optional redemption pursuant to this Condition, the Collateral Administrator shall, as soon as practicable, and in any event not later than 15 Business Days prior to the scheduled Redemption Date (the "**Redemption Determination Date**") calculate the Redemption Threshold Amount.

The Notes shall not be optionally redeemed pursuant to paragraph (i) above unless at least five Business Days before the scheduled Redemption Date the Collateral Manager shall have furnished to the Trustee evidence, in form satisfactory to the Trustee, that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial institution or institutions whose short-term senior unsecured debt obligations (other than such obligations whose rating is based on the credit of a person other than such institution) have a credit rating from S&P of at least "A-1" or otherwise be subject to Rating agency Confirmation, to purchase, not later than the second Business Day immediately preceding the scheduled Redemption Date, in immediately available funds, all or part of the Portfolio Collateral held by or on behalf of the Issuer and other Collateral (including the Eligible Investments) at an aggregate purchase price (net of expenses) at least equal to the amount, together with all cash available to the Issuer, notified by the Collateral Administrator as being the Redemption Threshold Amount.

- (iii) *Mechanics of Redemption:* Following calculation by the Collateral Administrator of the applicable Redemption Threshold Amount, the Collateral Administrator shall make such other calculations as it is required to make pursuant to the Collateral Administration Agreement and shall notify the Issuer, the Trustee, the Collateral Manager and the Noteholders (in accordance with Condition 16 (*Notices*)) of such amount.

To exercise the options referred to in Conditions 7(b)(i)(A) and (B) the holders of (i) at least 66⅔ per cent. of the principal amount of the Class E Notes Outstanding or (ii) at least 66⅔ per cent. of the principal amount of the Controlling Class or at least 66⅔ per cent. of the principal amount of the Class E Notes Outstanding in the case of Condition 7(b)(i)(B), must deliver to a Paying Agent

the Definitive Notes (if any) representing such Notes together with a duly completed Redemption Notice not more than 60 nor less than 20 Business Days prior to the applicable Redemption Date (neither any such Redemption Notice nor Definitive Note so delivered may be withdrawn without the prior consent of the Issuer).

(c) *Mandatory Redemption*

(i) *Redemption upon Breach of Coverage Test:*

- (A) *Class A Notes:* If any of the Coverage Tests is not met on any Determination Date, the Interest Proceeds and Principal Proceeds available immediately prior to the Payment Date immediately following such Determination Date, net of amounts payable as specified in Condition 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*), will be used on such Payment Date, in accordance with the Priorities of Payment and the Class A Notes Redemption Method, to redeem the Class A Notes, in whole or in part, until all the Coverage Tests are satisfied once recalculated following such repayment or redemption.
- (B) *Class B Notes:* If the Class A Notes are no longer Outstanding and the Class B Overcollateralisation Ratio Test is not met on any Determination Date, the Interest Proceeds and Principal Proceeds available immediately prior to the Payment Date immediately following such Determination Date, net of amounts payable as specified in Condition 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*), will be used on such Payment Date, in accordance with the Priorities of Payment, to redeem the Class B Notes on a *pro rata* basis, in whole or in part, until the Class B Overcollateralisation Ratio Test is satisfied once recalculated following such redemption.
- (C) *Class C Notes:* If the Class A Notes and the Class B Notes are no longer Outstanding and the Class C Overcollateralisation Ratio Test is not met on any Determination Date, the Interest Proceeds and Principal Proceeds available immediately prior to the Payment Date immediately following such Determination Date, net of amounts payable as specified in Condition 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*), will be used on such Payment Date, in accordance with the Priorities of Payment, to redeem the Class C Notes on a *pro rata* basis, in whole or in part, until the Class C Overcollateralisation Ratio Test is satisfied once recalculated following such redemption.
- (D) *Class D Notes:* If the Class A Notes, the Class B Notes and the Class C Notes are no longer Outstanding and the Class D Overcollateralisation Ratio Test is not met on any Determination Date, the Interest Proceeds and Principal Proceeds available immediately prior to the Payment Date immediately following such Determination Date, net of amounts payable as specified in Condition 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*), will be used on such Payment Date, in accordance with the Priorities of Payment, to redeem the Class D Notes on a *pro rata* basis, in whole or in part, until the Class D Overcollateralisation Ratio Test is satisfied once recalculated following such redemption.

(ii) *Redemption Following Target Date Rating Downgrade:* In the event that a Target Date Rating Downgrade has occurred and is continuing on the Business Day prior to a Payment Date, the following amounts:

- (A) all Interest Proceeds remaining after payment of all amounts referred to in Condition 3(c)(i)(A) to (U) (inclusive); and
- (B) if necessary after the foregoing payments are made, all Principal Proceeds after payment of the amounts referred to in Condition 3(c)(iii)(A) to (L) (inclusive),

will be applied on such Payment Date in redemption of the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the

Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), in whole or in part, or, in each case if earlier, until the Rating Agencies confirm in writing that each such rating is reinstated.

- (iii) *Redemption Following Expiry of the Reinvestment Period*: Following expiry of the Reinvestment Period, the Issuer shall, on each Payment Date occurring thereafter, apply Principal Proceeds transferred to the Euro Payment Account immediately prior to the related Payment Date, in accordance with the Priorities of Payment, to redeem the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption or repayment in full, to redeem the Class B Notes (on a *pro rata* basis) in whole or in part, and following such redemption in full, to redeem the Class E Notes (on a *pro rata* basis), in whole or in part.
- (iv) *Redemption upon Breach of Reinvestment OC Test*: On each Payment Date after the end of the Reinvestment Period, in the event that the Reinvestment OC Test (as calculated by the Collateral Administrator) is not satisfied on the immediately preceding Measurement Date, Interest Proceeds, net of the amounts payable under Condition 3(c)(i)(A) to (U) (inclusive), will be used to redeem the Class A Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class B Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class C Notes (on a *pro rata* basis), in whole or in part, and following such redemption in full, to redeem the Class D Notes (on a *pro rata* basis), in whole or in part, in each case, to the extent necessary to cause the Reinvestment OC Test to be met if recalculated following such redemption or repayment.
- (d) *Redemption at the Option of the Collateral Manager*: Principal on the Notes shall be paid in accordance with Condition 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*) by the Issuer on the direction of the Collateral Manager (acting in its sole and absolute discretion on behalf of the Issuer) if, at any time during the Reinvestment Period, the Collateral Manager (acting on behalf of the Issuer) by notice certifies to the Issuer and the Trustee that for a period of 30 days following receipt of such funds it has been unable to identify Additional Portfolio Collateral that are deemed appropriate by the Collateral Manager (in its discretion and acting on behalf of the Issuer) and which meet the Eligibility Criteria or, to the extent applicable, the Reinvestment Criteria and the Additional Reinvestment Criteria, in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Collection Account that are to be invested in Additional Portfolio Collateral (a "**Special Redemption**"). On the first Payment Date following the Due Period in which any such notice is given (a "**Special Redemption Date**"), funds on deposit in the Principal Collection Account representing Euro Principal Proceeds which cannot be reinvested in Additional Portfolio Collateral (the "**Special Redemption Amount**") will be applied in accordance with Condition 3(c)(iii)(O). Notice of payments pursuant to this Condition 7(d) (*Redemption at the Option of the Collateral Manager*) shall be given in accordance with Condition 16 (*Notices*) not less than three Business Days prior to the applicable Special Redemption Date to each Noteholder affected thereby and to S&P. For the avoidance of doubt, the exercise of a Special Redemption shall be at the sole and absolute discretion of the Collateral Manager (acting on behalf of the Issuer) and the Collateral Manager shall be under no obligation to, or have any responsibility for, any Noteholder or any other person for the exercise or non-exercise (as applicable) of such Special Redemption.

If at any time the Reinvestment Period is terminated earlier in accordance with paragraph (iv) of the definition of "**Reinvestment Period**", the Issuer's option to redeem the Notes as set out above shall be terminated and the Issuer shall instead redeem the Notes in accordance with the Priorities of Payment following an expiry of the Reinvestment Period.

- (e) *Redemption*: All Notes in respect of which any notice of redemption is given under this Condition 7 (*Redemption*) shall be redeemed on the Redemption Date at their applicable Redemption Prices and to the extent specified in such notice and in accordance with the requirements of this Condition.
- (f) *Cancellation*: All Notes redeemed in full or purchased in accordance with this Condition 7 (*Redemption*), will be cancelled and may not be reissued or resold.

## 8. Payments

- (a) *Method of Payment*: Payments of principal upon final redemption in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Definitive

Note representing such Note at the specified office of the Paying Agent by Euro cheque drawn on a bank in Europe. Payments of interest on each Note and, prior to redemption in full thereof, principal in respect of each Note, will be made by Euro cheque drawn on a bank in Europe and posted on the relevant due date to the holder (or to the first named of joint holders) of the Note appearing on the Register, at the close of business on the fifteenth day (whether or not a Business Day) before the relevant due date (the "**Record Date**") at his address shown on the Register on the Record Date. Upon application of the holder to the specified office of the Registrar not less than ten Business Days before the due date for any payment in respect of a Note, the payment may be made (in the case of any final payment of principal against presentation and surrender (or, in the case of part payment only of such final payment, endorsement) of the Definitive Note representing such Note as provided above) by wire transfer in immediately available funds on the due date to a Euro account maintained by the payee with a bank in Europe.

- (b) *Payments Subject to Fiscal Laws:* All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 9 (*Taxation*). No commission shall be charged to the Noteholders.
- (c) *Payments on Presentation Days:* A holder shall be entitled to present a Note for payment only on a Presentation Date and shall not, except as provided in Condition 6 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date. If a Note is presented for payment at a time when, as a result of differences in time zones it is not practicable to transfer the relevant amount to an account as referred to above for value on the relevant Presentation Date, the Issuer shall not be obliged so to do but shall be obliged to transfer the relevant amount to the account for value on the first practicable date after the Presentation Date.
- (d) *Paying Agent and Registrar:* The names of the initial Paying Agent and Registrar and their initial specified offices are set out in the Agency Agreement. The Issuer reserves the right at any time with the approval of the Trustee to vary or terminate the appointment of the Paying Agent and the Registrar and appoint additional or other Agents, *provided* that it will maintain a Paying Agent and a Registrar having among them specified offices in at least two major European cities approved by the Trustee and notice of any such appointment will promptly be given to the Noteholders by the Issuer in accordance with Condition 16 (*Notices*).

## 9. Taxation

All payments of principal and interest in respect of the Notes will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within The Netherlands or any other jurisdiction or any political sub-division or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. For the avoidance of doubt, the Issuer shall not be required to gross up any payments made to Noteholders of any Class and shall withhold or deduct from any such payments any amounts on account of tax where so required by law or any relevant taxing authority. Any such withholding or deduction shall not constitute an Issuer Event of Default under Condition 10(a) (*Events of Default*).

## 10. Events of Default

- (a) *Events of Default:* The occurrence of any of the following events shall constitute an "**Issuer Event of Default**":
  - (i) *Failure to pay interest:*
    - (A) The Issuer fails to pay any interest in respect of the Class A Notes when the same becomes due and payable,
    - (B) following redemption in full of the Class A Notes, the Issuer fails to pay any interest on any Class B Note (other than any Class B Deferred Interest), when the same becomes due and payable,
    - (C) following redemption in full of the Class A Notes and the Class B Notes, the Issuer fails to pay any interest on any Class C Note (other than any Class C Deferred Interest) when the same becomes payable,

- (D) following redemption in full of the Class A Notes, Class B Notes and Class C Notes, the Issuer fails to pay any interest on any Class D Note (other than any Class D Deferred Interest) when the same becomes due and payable,
- (E) following redemption in full of the Class A Notes, Class B Notes, Class C Notes and Class D Notes, the Issuer fails to pay any interest on any Class E Note (other than any Class E Deferred Interest) when the same becomes due and payable,

in the case of each of (A), (B), (C), (D) and (E), save as the result of any deduction therefrom or the imposition of withholding thereon in the circumstances described in Condition 9 (*Taxation*) and, in the case of each of (A), (B), (C), (D) and (E), other than in circumstances where such interest is only payable to the extent that funds are available to make payment thereof pursuant to Condition 3(c)(i) (*Application of Interest Proceeds on Payment Dates*) and 3(c)(iii) (*Application of Principal Proceeds on Payment Dates*)), provided that in the case of each of (A), (B), (C), (D) and (E) any such failure to pay such interest continues for a period of five Business Days;

- (ii) *Failure to pay principal*: The Issuer fails to pay any principal when the same becomes due and payable on any Rated Notes on any Redemption Date which failure continues for a period of five Business Days;
- (iii) *Default under Priorities of Payment*: Save to the extent already referred to in paragraphs (i) or (ii) above, the Issuer fails on any Payment Date to disburse amounts available in the Euro Payment Account in accordance with the Priorities of Payment, which failure continues for a period of five Business Days;
- (iv) *Portfolio Collateral*: On any Measurement Date after the Target Date, in the event that the Event of Default Net Portfolio Collateral Balance on such Measurement Date is less than 100 per cent. of the aggregate principal amount of the Class A Notes Outstanding and at least 66<sup>2</sup>/<sub>3</sub> per cent. of the Controlling Class of Notes confirm that such event shall be an Issuer Event of Default;
- (v) *Breach of Other Obligations*: The Issuer does not perform or comply with any other covenant, or other agreement of the Issuer under the Notes, the Trust Deed or any other Transaction Document (other than pursuant to a covenant or other agreement a default in the performance or breach of which is dealt with elsewhere in this Condition 10(a) (*Events of Default*)) and other than the failure to meet any Collateral Quality Test, Coverage Test or the Reinvestment OC Test) and the Trustee confirms that such non-performance or non-compliance is materially prejudicial to the interests of the Noteholders or any Class thereof, or any representation, warranty or statement of the Issuer made in the Trust Deed or any other Transaction Document or in any certificate or other written notice delivered pursuant thereto or in connection therewith ceases to be correct in any material respects when the same shall have been made, and the continuation of such default, breach or failure for a period of 30 days (or 15 days, in the case of any default, breach or failure of representation or warranty in respect of the Collateral) after notice thereof shall have been given by registered or certified mail or overnight courier, to the Issuer by the Trustee acting on the directions of a majority in the principal amount outstanding of the Controlling Class specifying such default, breach or failure and requiring it to be remedied and stating that such notice is a "**Notice of Default**" hereunder;
- (vi) *Insolvency Proceedings*: Liquidation proceedings are initiated against the Issuer under any applicable liquidation (voluntary or judicial), insolvency, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or a receiver, trustee, administrator, custodian, liquidator, conservator or other similar official (a "**Receiver**") is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer; or a winding up petition is presented in respect of, or a distress or execution or other process is levied or enforced upon or sued out against, the whole or any substantial part of the undertaking or assets of the Issuer; or the Issuer becomes or is, or could be deemed by law or a court to be, insolvent or bankrupt or unable to pay its debts, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of a Receiver, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation (other than on terms previously approved in writing by the Trustee);

- (vii) *Illegality*: It is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Class A Notes or, following redemption in full of the Class A Notes, under the Class B Notes, or, following redemption in full of the Class B Notes, under the Class C Notes, or, following redemption and repayment, as applicable, in full of the Class C Notes, under the Class D Notes, or, following redemption and repayment, as applicable, in full of the Class D Notes, under the Class E Notes, or following redemption and repayment, as applicable, in full of the Class E Notes; or
  - (viii) *Changes to constitution and merger*: The Issuer amends its constitutional documents or merges, consolidates with or into, or transfers substantially all of its assets to another person without the prior written consent of the Trustee (acting on the directions of a majority in the principal amount outstanding of the Controlling Class).
- (b) *Curing of Default*: At any time after a declaration of acceleration of maturity of the Notes has been made following the occurrence of an Issuer Event of Default and prior to enforcement of the security pursuant to Condition 11 (*Enforcement*) by the issuance of an Enforcement Notice, the Trustee at its discretion may or, if requested in writing by the holders of at least 66⅔ per cent. in principal amount Outstanding of the Controlling Class at such time, shall, (in each case, subject to being indemnified and/or secured to its satisfaction) rescind and annul such declaration and its consequences if:
- (i) the Issuer has paid or deposited with the Trustee or to its order a sum sufficient to pay:
    - (A) all overdue payments of interest and principal on, and all Class B Deferred Interest, Class C Deferred Interest, Class D Deferred Interest, as applicable, payable in respect of, the Notes other than the Class E Notes;
    - (B) all due but unpaid taxes owing by the Issuer as certified by an Authorised Officer of the Issuer to the Trustee;
    - (C) all unpaid Administrative Expenses and Trustee Fees;
    - (D) any unpaid Base Collateral Management Fee;
    - (E) all amounts due and payable under the Hedge Agreements; and
  - (ii) the Trustee has in its opinion determined that all Issuer Events of Default, other than the non-payment of the interest in respect of, or principal of, the Notes that have become due solely by such acceleration, have been cured or waived.

Any previous rescission and annulment of a declaration of acceleration pursuant to this paragraph (b) shall not prevent the subsequent acceleration of the Notes if the Trustee is subsequently directed to accelerate the Notes in accordance with Condition 10(c) (*Acceleration*).

- (c) *Acceleration*
- (i) If an Issuer Event of Default of the type described in Condition 10(a)(vi) (*Insolvency Proceedings*) occurs then each Note of each Class shall immediately become due and payable at its Redemption Price without further action or formality.
  - (ii) If any Issuer Event of Default (other than one of the type described in Condition 10(a)(vi) (*Insolvency Proceedings*)) occurs and is continuing then, subject to the provisions of the Transaction Documents, the Trustee may at any time and shall, upon being (i) so requested in writing by the holders of more than 66⅔ per cent. in principal amount Outstanding of the Controlling Class or so directed by an Extraordinary Resolution of the Controlling Class and (ii) indemnified and/or secured to its satisfaction, declare by written notice to the Issuer (an "**Enforcement Notice**") that each Note of each Class is immediately due and payable, whereupon each such Note shall become due and payable at its Redemption Price without further action or formality.
  - (iii) Notwithstanding the foregoing, so long as any Class A Notes are Outstanding, the Notes will not be subject to acceleration by the Trustee if the sole Issuer Event of Default is a result of the failure to pay any amount due on the Class B Notes, Class C Notes, Class D Notes or Class E Notes; and



so long as any Class B Notes are Outstanding, the Notes will not be subject to acceleration by the Trustee if the sole Issuer Event of Default is a result of the failure to pay any amount due on the Class C Notes, Class D Notes, or Class E Notes; and so long as any Class C Notes are Outstanding, the Notes will not be subject to acceleration by the Trustee if the sole Issuer Event of Default is a result of the failure to pay any amount due on the Class D Notes or Class E Notes; and so long as any Class D Notes are Outstanding, the Notes will not be subject to acceleration by the Trustee if the sole Issuer Event of Default is a result of the failure to pay any amount due on the Class E Notes. For the avoidance of doubt, failure to pay any amount due on the Class E Notes will never be an Issuer Event of Default which would lead to an acceleration of the Notes.

- (iv) Upon the occurrence of an Issuer Event of Default, the Issuer is required promptly and not later than five Business Days of the Issuer becoming aware of the occurrence of an Issuer Event of Default to notify the Trustee, the Collateral Manager, the Noteholders and S&P, in writing. Any Noteholder may notify the Trustee or the Collateral Manager of the occurrence of an Issuer Event of Default, but such notification shall be without prejudice to the other provisions of this Condition 10 (*Events of Default*) and of the Trust Deed. If an Issuer Event of Default occurs and is continuing, the holders of more than 50 per cent. of the principal amount of any Class of the Notes Outstanding may give to the Trustee written notice of such Issuer Event of Default, and the Trustee must promptly upon receipt of such notice transmit such notice to the Paying Agent for transmission to the holders of the Controlling Class.
- (v) If an Issuer Event of Default occurs and is continuing, the Trustee, except if directed otherwise by the Noteholders, will direct the Collateral Manager to retain the Portfolio Collateral held by or on behalf of the Issuer and continue making payments in the manner described above under Condition 3 (*Status*) unless the Trustee in its sole opinion determines (upon expert advice) that the anticipated proceeds of a sale or liquidation of the Portfolio Collateral held by or on behalf of the Issuer (after deducting the reasonable expenses of such sale or liquidation) would, together with the proceeds of realisation of other Collateral, be sufficient to discharge in full the payments required to be made pursuant to the Priority of Payments referred to in Condition 11 (*Enforcement*).
- (vi) The Controlling Class may, in certain cases, waive any default with respect to such Notes.
- (d) *Restriction on Acceleration of Notes*: No acceleration of the Notes shall be permitted pursuant to this Condition by any Class of Noteholders other than the Controlling Class as provided in Condition 10(c) (*Acceleration*) or unless and until the acceleration of any other Class of Notes is simultaneous with, or occurs subsequent to, acceleration by such Controlling Class.
- (e) *Notification and Confirmation of No Default*: The Trust Deed contains provision for the Issuer to provide written confirmation to the Trustee and S&P on an annual basis or on request that no Issuer Event of Default has occurred and that no condition, event or act has occurred which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition could constitute an Issuer Event of Default and that no other matter which is required (pursuant thereto) be brought to the Trustee's attention has occurred, and the Trustee shall be entitled to rely absolutely on such written confirmation.

## 11. Enforcement

- (a) *Security Becoming Enforceable*: The security constituted under the Trust Deed over the Collateral shall become enforceable upon an acceleration of the maturity of any of the Notes pursuant to Condition 10 (*Events of Default*).
- (b) *Enforcement*: At any time after the Notes become due and payable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion and without further notice:
  - (i) institute such proceedings against the Issuer as it may think fit to enforce the terms of the Trust Deed and realise and/or otherwise liquidate the Collateral; and/or
  - (ii) take such action as may be permitted under applicable laws against any obligor in respect of the Collateral and/or take any other action to enforce the security over the Collateral,

in each case without any liability as to the consequence of any action and without having regard (save to the extent provided in Condition 14(d) (*Entitlement of the Trustee and Conflicts of Interest*)) to the effect of such action on individual Noteholders of such Class or any other Secured Party.

The Trustee shall not be bound to institute any such proceedings or take any such other action unless it is (i) requested in writing by the holders of at least 25 per cent. in aggregate principal amount of the Notes Outstanding of the Controlling Class at such time; or (ii) directed by an Extraordinary Resolution of the Controlling Class at such time; and, in each case the Trustee is indemnified and/or secured to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses (including remuneration) which may be incurred by it in connection therewith. Following redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes the Trustee shall, (*provided* it is indemnified and/or secured to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith), if so directed, act upon the written directions of the holders of at least 25 per cent. in aggregate principal amount of the Class E Notes Outstanding or as directed by an Extraordinary Resolution of the Class E Noteholders.

The rights of the Trustee in respect of the security over the Collateral will be exercisable in accordance with the terms of the Trust Deed. The Trustee shall not be liable for any diminution in value of the security over the Collateral at any time that any Note remains Outstanding.

The net proceeds of enforcement of the security over the Collateral shall be credited to the Euro Payment Account or such other account as the person(s) entitled to direct the Trustee with respect to enforcement (in accordance with the previous paragraph) shall designate to the Trustee and shall be distributed in accordance with the following Priorities of Payment. The net proceeds of liquidation of the Collateral in the case of the redemption of the Notes pursuant to Condition 7(b) (*Optional Redemption*) shall also be distributed in accordance with the following Priorities of Payment:

- (A) to the payment of Dutch taxes owing by the Issuer accrued in respect of the current tax year as certified by an Authorised Officer of the Issuer to the Trustee, if any (excluding any Dutch taxes which have accrued prior to the current tax year);
- (B) to the payment of accrued and unpaid Trustee Fees payable to the Trustee pursuant to the Trust Deed;
- (C) to the payment of Administrative Expenses;
- (D) to the payment, on a *pro rata* basis, of any amounts due in respect of the Hedge Agreements (other than any Subordinated Hedge Termination Payments) to the extent not paid pursuant to paragraph (C) above as an Administrative Expense;
- (E) to the payment to the Collateral Manager of any Base Collateral Management Fee due and payable;
- (F) to the payment on a *pro rata* basis of interest due and payable on the Class A Notes;
- (G) on a *pro rata* basis in redemption of the Class A Notes in full;
- (H) to the payment of interest due and payable on the Class B Notes (other than any Class B Deferred Interest);
- (I) in redemption of the Class B Notes in full (including payment of Class B Deferred Interest);
- (J) to the payment of interest due and payable on the Class C Notes (other than any Class C Deferred Interest);
- (K) in redemption of the Class C Notes in full (including payment of Class C Deferred Interest);

- (L) to the payment of interest due and payable on the Class D Notes (other than any Class D Deferred Interest);
- (M) in redemption of the Class D Notes in full (including payment of Class D Deferred Interest);
- (N) to the payment to any Replacement Collateral Manager of any Replacement Collateral Manager Subordinated Fee due and payable;
- (O) to the payment of any Subordinated Collateral Management Fee due and payable;
- (P) to the payment of the Subordinated Hedge Termination Payments;
- (Q) to the payment of any Collateral Manager Termination Amount;
- (R) to the payment of interest due and payable on the Class E Notes;
- (S) in redemption of the Class E Notes in full; and
- (T) as to any remaining amounts, in the payment of Deferred Purchase Price pursuant to the terms of the Portfolio Sale Agreement.

For the purposes of this paragraph, any proceeds in Euro or Sterling shall be converted into Sterling or Euro as applicable to ensure that all amounts ranking senior in the above priority of payments is paid in full before payments of any junior ranking items.

- (c) *Only Trustee to Act:* Subject to the restrictions of any applicable law, only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders or of any of the other Secured Parties under the Trust Deed and the Notes and no Noteholder or other Secured Party may proceed directly against the Issuer or any of its assets unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so within a reasonable period and such failure or neglect is continuing. Each Secured Party acknowledges and agrees that the obligations of the Issuer following the realisation of the security over the Collateral shall be limited to the amount of funds available to the Issuer to satisfy such obligations in accordance with the Priorities of Payment and that no Secured Party shall have any further recourse to the Issuer in respect of such obligations. In particular, none of the Trustee, any Noteholder or any other Secured Party shall be entitled in respect thereof to petition or take any other step for the winding-up of the Issuer.
- (d) *Purchase of Collateral by Noteholders:* Upon any sale of any part of the Collateral following the occurrence of an Issuer Event of Default whether made under the power of sale under the Trust Deed or by virtue of judicial proceedings, any Noteholder may bid for and purchase the Collateral or any part thereof and, upon compliance with the terms of sale (such terms to be in accordance with the terms of the Trust Deed or fair market practices if the Trust Deed is not applicable) and, may hold, retain, possess or dispose of such property in its or their own absolute right without accountability.

## 12. Prescription

Claims in respect of principal and interest payable on redemption in full of the relevant Notes will become void unless presentation for payment is made as required by Condition 8 (*Payments*) within a period of 5 years, in the case of interest, and 10 years, in the case of principal, from the appropriate Relevant Date.

## 13. Replacement of Definitive Notes

If any Definitive Note is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Registrar in London subject in each case to all applicable laws and Irish Stock Exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (*provided* that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Definitive Notes must be surrendered before replacements will be issued.

#### 14. Meetings of Noteholders, Modification, Waiver and Substitution; Removal and Retirement of the Trustee

(a) *Meetings of Noteholders:* The Trust Deed contains provisions for convening meetings of the Noteholders of each Class to consider matters affecting the interests of such Noteholders, including the sanctioning by Extraordinary Resolution of the Noteholders of a Class of a modification of certain of these Conditions or certain provisions of the Trust Deed. Meetings of the Noteholders of a Class may be convened by two or more Noteholders of such Class holding not less than 10 per cent. in principal amount of the Notes of that Class Outstanding (or, if all the Outstanding Notes of such Class are held by one Noteholder, by such Noteholder), or by the Trustee or the Issuer in its own right. Subject as follows, the quorum for any meeting convened to consider an Extraordinary Resolution of the Noteholders of such Class will be two or more persons holding or representing at least 66⅔ per cent. in principal amount of the Notes of such Class Outstanding, or at any adjourned meeting two or more persons being or representing the holders of the Notes of such Class holding or representing at least 25 per cent. of the principal amount of the Notes of such Class Outstanding. No proposal to sanction, amongst other things:

- (i) the exchange or substitution for the Notes of the relevant Class, or the conversion of the Notes of the relevant Class into, shares, bonds or other obligations or securities of the Issuer or any other entity;
- (ii) the modification of any provision relating to the timing and/or circumstances of final redemption of the Notes of the relevant Class at maturity (including the circumstances in which payments on such Notes may be accelerated);
- (iii) the modification of the timing and/or determination of the amount of interest, principal or other amounts payable in respect of the Notes of the relevant Class from time to time;
- (iv) the adjustment of the outstanding principal amount of the Notes of the relevant Class other than in connection with a further issue of Notes pursuant to Condition 17 (*Further Issues*);
- (v) a change in the currency of payment of the Notes of the relevant Class or any other amounts payable under the Priorities of Payment;
- (vi) any change in the Priorities of Payment or in the calculation or determination of any amounts payable thereunder;
- (vii) the modification of the provisions concerning the quorum required at any meeting of Noteholders of the relevant Class or the majority required to pass an Extraordinary Resolution or any other provision of these Conditions which requires the written consent of the holders of a requisite principal amount of the Notes of any Class Outstanding; and
- (viii) the modification of any provision relating to the security over the Collateral constituted by the Trust Deed except as contemplated by these Conditions and the Trust Deed,

each a "**Basic Terms Modification**", shall be effective unless sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders of the relevant Class of which one or more persons holding or representing not less than 66⅔ per cent. or, at any adjourned meeting, 25 per cent. of the aggregate principal amount of the Note Outstanding of such Class are held or represented.

For the avoidance of doubt, matters affecting the interests of a Class shall only be considered by and voted upon at a meeting of Noteholders of that relevant Class.

(b) *Modification and Waiver:* The Trust Deed provides that the Trustee may, subject to satisfaction of certain conditions, without the consent of the Noteholders, or the obtaining of Rating Agency Confirmation consent to:

- (i) any modification of any of the provisions of the Trust Deed or any other Transaction Document which in the opinion of the Trustee is of a formal, minor or technical nature or is made to correct a manifest error;

- (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed and any other Transaction Document which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders of any Class;
- (iii) any modification of the calculation of any of the Collateral Quality Tests or the Coverage Tests or the Reinvestment OC Test to correspond with changes in the guidelines, methodology or standards established by S&P, subject to receipt of Rating Agency Confirmation and the written consent of at least 66⅔ per cent. of the holders of the Controlling Class; and
- (iv) any modification to prevent the Issuer, the Noteholders, or the Trustee from being subject to withholding or other taxes, fees or assessments or to prevent the Issuer from being treated as engaged in a United States trade or business for U.S. federal income tax purposes or subject to United States income tax on a net income tax basis.

In addition, subject to receipt of Rating Agency Confirmation, the Trustee shall not consent to any modification of the thresholds of any of the Collateral Quality Tests, without the written consent of at least 66⅔ per cent. of the holders of the Class A Notes Outstanding.

In the case of a proposed modification under (iv), the Trustee shall be entitled to receive advice from tax counsel as it may deem necessary.

Any such modification, authorisation or waiver shall be binding on all Noteholders and shall be notified to S&P and, unless the Trustee otherwise agrees, to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to S&P and the Noteholders of such Class as soon as practicable thereafter.

- (c) *Substitution*: The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders of any Class, to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes of each Class. In the case of such a substitution, the Trustee may agree, without the consent of the Noteholders, but subject to receipt by the Trustee of Rating Agency Confirmation (subject to receipt of such information and/or opinions as S&P may require) to a change of the law governing the Notes and/or the Trust Deed, *provided* that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders of any Class. Any substitution agreed by the Trustee pursuant to this Condition 14(c) (*Substitution*) shall be binding on the Noteholders, and shall be notified to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

Subject to a Rating Agency Confirmation, if the Issuer satisfies the Trustee that it has or will on the occasion of the next payment due in respect of the Notes of any Class become obliged by the laws of The Netherlands to withhold or account for tax so that it would be unable to make payment of the full amount then due, the Trustee may, with consent of the Noteholders, agree to the Issuer arranging for the substitution of a company incorporated in another jurisdiction approved by the Trustee, subject to satisfaction of the conditions set out in the Trust Deed as the principal obligor under the Notes of such Class, or to change its tax residence in accordance with the provisions of the Trust Deed with respect of such substitution or change.

The Trustee may, subject to the receipt by the Trustee of Rating Agency Confirmation, agree to a change in the place of residence of the Issuer for taxation purposes without the consent of the Noteholders of any Class, *provided* that the Issuer does all such things as the Trustee may require in order that such change in the place of residence of the Issuer for taxation purposes is fully effective and complies with such other requirements which are in the interests of the Noteholders as it may direct.

No Noteholder shall, in connection with any substitution or change of residence, be entitled to claim any indemnification or payment in respect of any tax consequences thereof for such Noteholder.

- (d) *Entitlement of the Trustee and Conflicts of Interest*: Where it is entitled to exercise its powers and discretions under these Conditions and the Trust Deed, the Trustee will, save as otherwise expressly provided, in considering the interests of the Noteholders have regard solely to the interests of the

Senior Noteholders whilst any principal amount of Class A Notes is outstanding, and if no principal amount of the Class A Notes is outstanding, shall have regard solely to the interests of the Class B Noteholders, and, if no Class B Notes are Outstanding, shall have regard solely to the interests of the Class C Noteholders, and, if no Class C Notes are Outstanding, shall have regard solely to the interests of the Class D Noteholders, and, if no Class D Notes are Outstanding, shall have regard solely to the interests of the Class E Noteholders (subject, in each case, to the aforesaid provisions as to the priority of the consideration regarding the Senior Noteholders in certain circumstances) and will not be responsible for any consequence for individual holders of Notes of such exercise and the Trustee shall not be entitled to require from the Issuer, nor shall any Noteholder be entitled to claim from the Issuer or the Trustee, any indemnification or other payment in respect of any consequence for any individual Noteholders of any such exercise. The Trustee shall, save as otherwise expressly provided, not have regard to the interests of any Secured Party other than the relevant Class of Noteholders except to apply the proceeds of enforcement of the security in the order set out in the Priorities of Payment.

Except where expressly provided otherwise, where in the opinion of the Trustee, there is a conflict between the interests of different Classes of Noteholders, the Trustee shall give priority to the interests of the Controlling Class, whose interests shall prevail, and shall act in accordance with the directions of such Noteholders.

- (e) *Removal and Retirement of the Trustee, Appointment of Co-Trustee:* Subject to the detailed terms of the Trust Deed, the power to appoint a new trustee under the Trust Deed shall be vested in the Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the Controlling Class. The retirement or removal of any trustee under the Trust Deed shall not be effective until a successor trustee is appointed in accordance with the terms of the Trust Deed. The Controlling Class shall have power, exercisable by Extraordinary Resolution of the holders of such class to remove any trustee under the Trust Deed. In the case of such event, the Issuer will use its best endeavours to procure a new trustee of the Trust Deed to be appointed as soon as reasonably practicable thereafter. The Trustee may retire at any time on giving not less than three months' prior written notice to the Issuer without assigning any reason and without being responsible for any liabilities occasioned by such retirement. The Trustee may, upon giving prior written notice to, but without the consent of any other person appoint any person established or resident in any jurisdiction to act either as a separate trustee or as a co-trustee jointly with the Trustee (i) if the Trustee considers that appointment to be in the interests of Noteholders, or (ii) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed or (iii) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of a judgment already obtained against the Issuer. If the sole trustee has been removed by an Extraordinary Resolution of the Controlling Class or the sole trustee has provided notice of its resignation, and, if the Issuer has failed to procure the appointment of a new trustee within the period of 3 months following the sole trustee's receipt of notification of its removal or the provision by the sole trustee of its written notice of resignation to the Issuer, then that sole trustee may appoint a successor trustee, *provided* that it must act reasonably in appointing a successor trustee.

## **15. Indemnification of the Trustee**

The Trust Deed contain provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from any obligation to institute proceedings against the Issuer to enforce repayment or to enforce the security constituted by or pursuant to the Trust Deed unless indemnified and/or secured to its satisfaction in accordance with the provisions set out in the Trust Deed. The Trustee is entitled to enter into business transactions with the Issuer or any entity related to the Issuer without accounting for any profit. The Trustee is exempted from any liability in respect of any loss or theft of the Collateral, from any obligation to insure, or to monitor the provisions of any insurance arrangements in respect of, the Collateral and from any claim arising from the fact that the Collateral is held by the Custodian or is otherwise held in safe custody by a bank or other custodian. The Trustee shall not be responsible for the performance by the Custodian of any of its duties under the Agency Agreement or for the performance by the Collateral Manager of any of its duties under the Collateral Management Agreement or for the performance by the Collateral Administrator of its duties under the Collateral Administration Agreement or for the performance by any other person appointed by the Issuer in relation to the Notes or any other Transaction Document (other than the Trust Deed). The Trustee shall not have any responsibility for the administration, management or operation of the Collateral including the request by the Collateral Manager to release any of the Collateral from time to time.

## 16. Notices

Notices may be given to Noteholders in any manner deemed acceptable by the Trustee, *provided* that for so long as the Notes are listed on the Irish Stock Exchange, such notice shall be given in accordance with the guidelines of the Irish Stock Exchange. Notices regarding the Notes will be deemed duly given if posted to the address of such Noteholder appearing in the Register at the time of publication of such notice by pre-paid, first class mail (or any other manner approved by the Trustee). Any such notice shall be deemed to have been given on the date of despatch thereof to the Noteholders. Notices to holders of interests in Global Notes held through Euroclear or Clearstream, Luxembourg (the "**Clearing Systems**") may be given by delivery of the relevant notice to the relevant Clearing System.

## 17. Further Issues

The Issuer may from time to time without the consent of the Noteholders, but subject to the prior written consent of the Trustee and of 66⅔% of the holders of the Class E Notes and the satisfaction of the conditions referred to below, create and issue further securities (the "**Class A Further Issue Notes**", "**Class B Further Issue Notes**", "**Class C Further Issue Notes**", "**Class D Further Issue Notes**" and "**Class E Further Issue Notes**", as the case may be and collectively, the "**Further Issue Notes**") having the same terms and conditions as the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes respectively, then Outstanding, in all respects (or in all respects except for the first payment of interest thereon), which shall be consolidated and form a single series with, and rank *pari passu* with the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, respectively, then Outstanding, and may use the net proceeds of issue thereof, subject to the Priorities of Payment, to purchase Additional Portfolio Collateral (or to place such amounts on deposit in the Principal Collection Account pending application accordingly), *provided* the following conditions are met:

- (a) the terms of the Class A Further Issue Notes, Class B Further Issue Notes, Class C Further Issue Notes, Class D Further Issue Notes and Class E Further Issue Notes are the same in all respects (or in all material respects except for the first payment of interest) as the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, respectively, then Outstanding (as applicable);
- (b) S&P confirms to the Trustee in writing that, on issue, they will assign to the Class A Further Issue Notes, the Class B Further Issue Notes, the Class C Further Issue Notes, the Class D Further Issue Notes issued under this Condition 17(b), at least the same rating as that which is then applicable to the Class A Notes, Class B Notes, Class C Notes, Class D Notes, respectively, then Outstanding (as applicable);
- (c) the Issuer and the Trustee receive confirmation from S&P that the issue of the Class A Further Issue Notes, the Class B Further Issue Notes, the Class C Further Issue Notes, the Class D Further Issue Notes and the Class E Further Issue Notes, will not cause the reduction or withdrawal of the then current ratings of any of the Class A Notes and the other Rated Notes;
- (d) no Issuer Event of Default has occurred and is continuing;
- (e) the Trustee has been fully indemnified and/or secured to its satisfaction in respect of its fees, costs and expenses (including, without limitation, its legal fees and its remuneration) in respect of any issue of Class A Further Issue Notes, Class B Further Issue Notes, the Class C Further Issue Notes, the Class D Further Issue Notes and Class E Further Issue Notes;
- (f) such additional issuances are in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of The Netherlands and the provisions of the tax agreement obtained on behalf of the Issuer from the Dutch tax authorities; and
- (g) such additional issuances must be of each Class of the Notes and issued in a proportionate amount among the Classes of the Notes so that the respective proportions of the principal amount outstanding of the Classes of Notes existing immediately prior to such additional issuance remain unchanged following such additional issuance.

References in these Conditions to the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes include (unless the context requires otherwise) any Class A Further Issue Notes, Class B Further Issue Notes, Class C Further Issue Notes, Class D Further Issue Notes and Class E Further Issue

Notes, respectively issued pursuant to this Condition 17(b) and forming a single series with the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes respectively.

Upon the issue of any Further Issue Notes, references in these Conditions to the Notes of any Class shall include (unless the context requires otherwise) the relevant Further Issue Notes. Any Further Issue Notes will be constituted by a supplemental Trust Deed and the Issuer shall, upon or prior to the issue of such Further Issue Notes to be so constituted, execute and deliver to the Trustee such other documents as the Trustee may reasonably require (including, without limitation, any documents required by any Rating Agency). Upon an issue of any Further Issue Notes, all relevant Transaction Documents shall be amended and supplemented as required to give effect to the rights and obligations arising from such issue of such Further Issue Notes.

#### **18. Governing Law and Jurisdiction**

- (a) *Governing Law*: The Trust Deed, the Supplemental Trust Deed and each Class of Notes are governed by and shall be construed in accordance with English law. The Management Agreement is governed by and shall be construed in accordance with Dutch law.
- (b) *Jurisdiction*: The courts of England will have jurisdiction to settle any disputes which may arise out of or in connection with the Notes, and accordingly any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**") may be brought in such courts. Each party to the Trust Deed has irrevocably submitted to the jurisdiction of such courts and waives any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.
- (c) *Agent for Service of Process*: The Issuer appoints Structured Finance Management Limited of 35 Great St. Helen's, London EC3A 6AP as its agent in England to receive service of process in any Proceedings in England based on any of the Notes. If for any reason the Issuer does not have such agent in England, it will promptly appoint a substitute process agent and notify the Trustee and the Noteholders of such appointment. Nothing herein shall affect the right to service of process in any other manner permitted by law.

#### **19. Trustee Act 2000**

The Trust Deed contain provisions which have the effect of giving priority, to the extent permitted by law, to the provisions of the Trust Deed over the relevant provisions of the Trustee Act 1925 and the Trustee Act 2000.

#### **20. Calculation of amounts not denominated in Euro**

Unless otherwise specified, where a calculation has to be made pursuant to the Conditions and the amounts are not denominated in Euro, such amounts shall be calculated by converting such non-Euro amounts into Euro at the applicable Asset Swap Transaction Exchange Rate. For the avoidance of doubt, in calculating any Coverage Test, any Collateral Quality Test and the Reinvestment OC Test, in respect of any amounts denominated in Dollar or Sterling, such Dollar or Sterling amounts shall be converted in Euro at the applicable Asset Swap Transaction Exchange Rate. Each non-Euro amount that is received pursuant to a Non-Euro Portfolio Collateral, which is the subject of an Asset Swap Transaction, shall be converted into Euro at the Asset Swap Transaction Exchange Rate.



## **USE OF PROCEEDS**

The gross proceeds from the issuance and sale of the Further Notes are expected to be €197,205,322.90. The net proceeds of the issue of the Further Notes (after payment of certain fees and expenses of the Issuer up to a maximum of €430,000) are expected to be approximately €196,775,322.90. These net proceeds will be used by the Issuer (i) to purchase Additional Portfolio Collateral pursuant to the Further Portfolio Sale Agreement; and (ii) to pay €5,592,322.90 into the Interest Collection Account for application as Interest Proceeds on the first Payment Date. See "Description of the Portfolio" in the Original Prospectus.

## PLAN OF DISTRIBUTION AND TRANSFER RESTRICTIONS

Investec Bank (UK) Limited (in its capacity as initial purchaser, the "**Initial Purchaser**") has, pursuant to a subscription agreement dated on or about the Second Issue Date (the "**Further Notes Subscription Agreement**") agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for €143,538,500 principal amount of the Further Class A Notes, €13,503,500 principal amount of the Further Class B Notes, €12,209,000 principal amount of the Further Class C Notes, €7,312,500 principal amount of the Further Class D Notes and €15,049,500 principal amount of the Further Class E Notes, at the issue price of 102.34 per cent. (in the case of the Further Class A Notes), 102.46 per cent. (in the case of the Further Class B Notes), 102.88 per cent. (in the case of the Further Class C Notes), 103.82 per cent. (in the case of the Further Class D Notes) and 108.45 per cent. (in the case of the Further Class E Notes). The Further Notes Subscription Agreement entitles the Initial Purchaser to terminate it in certain circumstances prior to payment being made to the Issuer.

In connection with the issue of the Further Notes, Investec Bank (UK) Limited (the "**Stabilising Manager**") (or persons acting on behalf of the Stabilising Manager) may over-allot Further Notes or effect transactions with a view to supporting the market price of the Further 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. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Further Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Second Issue Date and 60 days after the date of the allotment of the Further Notes. Any stabilisation action or over-allotment shall be conducted by the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules. No such stabilising shall take place in or from The Netherlands.

It is a condition of the issuance of the Further Notes of each Class that the Further Notes of each other Class be issued in the following principal amounts: Further Class A Notes: €143,538,500; Further Class B Notes: €13,503,500; Further Class C Notes: €12,209,000; Further Class D Notes: €7,312,500; and Further Class E Notes: €15,049,500.

The Issuer has agreed to indemnify the Seller against certain liabilities or to contribute to payments it may be required to make in respect thereof.

Certain of the Portfolio Collateral may have been originally underwritten or placed by the Seller. In addition, the Seller may have in the past performed and may in the future perform investment banking services or other services for borrowers of the Portfolio Collateral. In addition, the Seller and its Affiliates may from time to time as a principal or through one or more investment funds that it or they manage, make investments in the equity securities of one or more of the borrowers of the Portfolio Collateral, with a result that one or more of such borrowers may be or may become controlled by the Seller or its Affiliates.

No action has been or will be taken by the Issuer or the Initial Purchaser that would permit a public offering of the Further Notes or possession or distribution of this Prospectus or any other offering material in relation to the Further Notes in any jurisdiction where action for the purpose is required. No offers, sales or deliveries of any Further Notes, or distribution of this Prospectus or any other offering material relating to the Further Notes, may be made in or from any jurisdiction, except in circumstances which will result in compliance with any applicable laws and regulations thereof and will not impose any obligations on the Issuer or the Initial Purchaser.

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Further Notes and for the Further Notes to be admitted to the Official List of the Irish Stock Exchange and trading on its regulated market. The Issuer and the Initial Purchaser reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the principal amount of Further Notes which may be offered. This Prospectus does not constitute an offer to any person in the United States or to any U.S. Person other than as described herein. Distribution of this Prospectus to any such U.S. Person or to any person within the United States, other than in accordance with the procedures described in this section, is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

The Initial Purchaser has also agreed to comply with the following selling restrictions and for the purposes of the following sections titled "*United States*" and "*United Kingdom*", references to Further Notes shall be to the Further Notes subscribed for by the Initial Purchaser pursuant to the Further Notes Subscription Agreement.

### *United States*

The Further Notes are being offered and sold outside of the United States to persons who are neither U.S. Persons nor U.S. Residents purchasing in an "offshore transaction" (as defined in Regulation S).

The Further Notes may not be reoffered, resold, pledged, exchanged or otherwise transferred except in transactions exempt from or not subject to the registration requirements of, the Securities Act and any other applicable securities laws. By its purchase of the Further Notes, each purchaser will be deemed to have (1) represented and warranted that it is a non-U.S. person located outside of the United States, and (2) agreed that it will only resell or otherwise transfer such Further Notes in accordance with the applicable restrictions set forth herein. See "*Transfer Restrictions*".

The Further Notes will be issued in minimum denominations of €100,000 and integral multiples of €500 in excess thereof, as applicable.

### *United Kingdom*

The Initial Purchaser has represented, warranted and agreed that:

- (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 (the "**FSMA**")) in connection with the issue or sale of any Further 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 Further Notes in, from or otherwise involving the United Kingdom.

### **Transfer Restrictions**

**Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of Further Notes.**

*Investor Representations on Original Purchase.* Each purchaser of Further Notes from the Initial Purchaser will be deemed to acknowledge, represent to and agree as follows:

1. *No Governmental Approval.* The purchaser understands that the Further Notes have not been approved or disapproved by the SEC or any other governmental authority or agency of any jurisdiction, nor has the SEC or any other governmental authority or agency passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence.
2. *Certification Upon Transfer.* If required by the Trust Deed, the purchaser will, prior to any sale, pledge or other transfer by it of any Further Note (or any interest therein), obtain from the transferee and deliver to the Issuer and the Registrar a duly executed transferee certificate addressed to each of the Issuer and the Registrar in the form of the relevant exhibit attached to the Trust Deed and such other certificates and other information as the Issuer or the Registrar may reasonably require to confirm that the proposed transfer substantially complies with the transfer restrictions set forth in the Trust Deed and described herein. In addition, each investor that is a U.S. Person and acquiring an interest in a Global Note of any Class of Further Rated Notes or a Further Class E Global Note will be required to execute and deliver to the Issuer and the Trustee a letter in the form attached as an exhibit to the Trust Deed to the effect that such investor will not transfer such interest except in compliance with the transfer restrictions set forth in the Trust Deed (including the requirement set forth in such letter that any subsequent transferee execute and deliver such letter).
3. *Minimum Denominations:* Form of Further Notes. The purchaser agrees that no Further Note (or any interest therein) may be sold, pledged or otherwise transferred in a denomination of less than the applicable Minimum Denomination set forth in the Trust Deed and described herein.
4. *Securities Law Limitations on Resale.* The purchaser understands that the Further Notes have not been registered under the Securities Act and, therefore, cannot be offered or sold in the United States or to any U.S. Person (as defined in Regulation S). Accordingly, the certificates representing the Further Notes will

bear a legend stating that such Further Notes have not been registered under the Securities Act and setting forth certain of the restrictions on transfer of the Further Notes described herein.

5. *Further Notes issued in reliance on Regulation S:* Each purchaser of Further Notes will be deemed to have represented and agreed (or in the case of Definitive Notes will represent and agree) as follows:
  - (a) it is, and the person, if any, for whose account it is acquiring the Further Notes is, located outside the United States and is not a U.S. Person and is purchasing for its own account or one or more accounts, each of which is not a U.S. Person in an offshore transaction in accordance with Regulation S, and is aware that the sale of the Further Notes to it is being made in reliance on the exemption from registration provided by Regulation S; and
  - (b) it understands that the Further Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act and have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act. It agrees, for the benefit of the Issuer, if it decides to resell, pledge or otherwise transfer such Further Notes (or any beneficial interest therein) purchased by it, any offer, sale or transfer of such Further Notes (or any beneficial interest or participation therein) will be made in compliance with the Securities Act, the conditions set forth herein and in the Trust Deed and only to a person who is not a U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under Regulation S.
6. *Purchaser Sophistication; Non-Reliance, Suitability; Access to Information.* The purchaser (a) has such knowledge and experience in financial and business matters that the purchaser is capable of evaluating the merits and risks (including for tax, legal, regulatory, accounting and other financial purposes) of its prospective investment in the Further Notes, (b) is financially able to bear such risk, (c) in making such investment is not relying on the advice or recommendations of the Initial Purchaser, the Issuer, the Collateral Manager or any of their respective affiliates (or any representative of any of the foregoing) and (d) has determined that an investment in the Further Notes is suitable and appropriate for it. The purchaser has received, and has had an adequate opportunity to review the contents of, the final Prospectus. The purchaser has had access to such financial and other information concerning the Issuer and the Further Notes as it has deemed necessary to make its own independent decision to purchase Further Notes, including the opportunity, at a reasonable time prior to its purchase of Further Notes, to ask questions and receive answers concerning the Issuer and the terms and conditions of the offering of the Further Notes.
7. *Limited Liquidity.* The purchaser understands that there is no market for Further Notes and that no assurance can be given as to the liquidity of any trading market for Further Notes and that it is unlikely that a trading market for any of the Further Notes will develop. The purchaser further understands that, although the Initial Purchaser may from time to time make a market in Further Notes, the Initial Purchaser are under no obligation to do so and, following the commencement of any market making, may discontinue the same at any time. Accordingly, the purchaser must be prepared to hold Further Notes for an indefinite period of time or until their maturity.
8. *Reliance on Representations, etc.* The purchaser acknowledges that the Issuer, the Initial Purchaser, the Registrar and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that, if any of the acknowledgments, representations or warranties made or deemed to have been made by it in connection with its purchase of Further Notes are no longer accurate, the purchaser will promptly notify the Issuer and the Registrar.
9. *Legend for Further Notes.* The purchaser understands and agrees that a legend in substantially the following form will be placed on each certificate representing any Further Notes:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS, OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS PROVIDED BY THIS LEGEND. THE ISSUER OF THIS NOTE HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT").

THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS NOTE, REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND EXCEPT (A) TO A PERSON THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT AND (B) (1) IN AT LEAST MINIMUM DENOMINATIONS OR EUR100,000, AND (2) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAW OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. THE HOLDER HEREOF, AND EACH PERSON FOR WHICH IT IS ACTING, UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING NOTES (I.E. BENEFICIAL INTERESTS IN THE GLOBAL NOTES) FROM EUROCLEAR OR CLEARSTREAM, LUXEMBOURG OR ANY OTHER DEPOSITORY THROUGH WHICH THE NOTES (OR BENEFICIAL INTERESTS THEREIN) MAY BE HELD.

ANY PROHIBITED TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID AB INITIO, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OF THIS NOTE, THE TRUSTEE OR ANY INTERMEDIARY.

10. *Investor Representations on Resale.* Except as provided in the remainder of this paragraph, each transferee of a Further Note will be required to deliver to the Issuer, the Trustee and the Registrar a duly executed transferee certificate in the form of the relevant exhibit attached to the Trust Deed and such other certificates and other information as the Issuer, the Registrar or the Trustee may reasonably require to confirm that the proposed transfer complies with the transfer restrictions contained in this Prospectus. An owner of a beneficial interest in a Global Note may transfer such interest in the form of a beneficial interest in such Global Note without the provision of written certification, *provided* that such transfer is not made to a U.S. Person or for the account or benefit of a U.S. Person and is effected through Euroclear or Clearstream, Luxembourg in an offshore transaction as required by Regulation S and only in accordance with the procedures of Euroclear and Clearstream, Luxembourg, as applicable.

Pursuant to such transferee certificate, (a) the transferee will acknowledge, represent to and agree with the Issuer, the Trustee and the Registrar as to the matters set forth in each of paragraphs (1) through (9) above as if each reference therein to "the purchaser" were instead a reference to the transferee.

## GENERAL INFORMATION

### 1. Clearing Systems

The Further Notes of each Class have been accepted for clearance through Euroclear and Clearstream, Luxembourg.

The Common Code and ISIN for each such Class of Further Notes are as follows (being, respectively, the same Common Code and ISIN as that relating to the Existing Class A Notes, the Existing Class B Notes, the Existing Class C Notes, the Existing Class D Notes and the Existing Class E Notes):

	<u>ISIN</u>	<u>Common Code</u>
Further Class A Notes	XS0372959576	37295957
Further Class B Notes	XS0372962364	37296236
Further Class C Notes	XS0372966514	37296651
Further Class D Notes	XS0372967249	37296724
Further Class E Notes	XS0372967751	37296775

### 2. Listing

The Prospectus has been approved by the Irish Financial Services Regulatory Authority, as competent authority under the Prospectus Directive 2003/71/EC. The Irish Financial Services Regulatory Authority only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive 2003/71/EC. Application has been made to the Irish Stock Exchange for Class of Further Notes to be admitted to the Official List and trading on its regulated market. The Irish Stock Exchange is a regulated market for the purposes of Directive 2004/39/EC. It is estimated that the total expenses related to the admission to trading are likely to be approximately €5,032.40. NCB Stockbrokers Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Further Notes and is not itself seeking admission of the Further Notes to the Official List of the Irish Stock Exchange or to trading on the Irish Stock Exchange for the purposes of Directive 2003/71/EC.

### 3. Consents and Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in The Netherlands (if any) in connection with the issue and performance of the Further Notes. The issue of the Further Notes was authorised by a resolution of the board of Managing Directors of the Issuer passed on 20 November 2008.

### 4. No Material Change

There has been no material adverse change in the financial position or prospects of the Issuer since its incorporation.

### 5. No Litigation

The Issuer is not involved, and has not been involved, in any legal or arbitration proceedings or governmental 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. Accounts

So long as any Further Note remains Outstanding, copies of the most recent annual financial statements of the Issuer, if published, can be obtained at the specified offices of the Registrar during normal business hours. The first financial year of the Issuer will end on 31 December 2008. The first financial statements of the Issuer will be in respect of the period from formation to 31 December 2008. The Issuer will not prepare interim financial statements unless required to do so under applicable law.

### 7. Documents Available

Copies of the following documents, together with any amendments and supplements thereto, may be inspected (and, in the case of (i) and (j) below, will be available free of charge) at the registered offices of the Issuer and the specified offices of the Paying Agent in electronic form during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the life of the Prospectus:

- (a) Articles of Association of the Issuer;
- (b) Subscription Agreement;
- (c) Further Notes Subscription Agreement;
- (d) Trust Deed (which includes the form of each Note of each Class);
- (e) Supplemental Trust Deed;
- (f) Collateral Management Agreement;
- (g) Agency Agreement;
- (h) Collateral Administration Agreement;
- (i) Management Agreement;
- (j) each Hedge Agreement;
- (k) each Monthly Report;
- (l) each Noteholder Valuation Report;
- (m) Bank Account Agreement;
- (n) Portfolio Sale Agreement; and
- (o) Further Portfolio Sale Agreement.

## INDEX OF DEFINED TERMS

<b>£</b>	
£ .....	4
<b>€</b>	
€ .....	4
<b>A</b>	
Account Bank .....	22
Accounts .....	23
Accrued Euro Collateral Interest Amount .....	23
Additional Collateral Account .....	23
Additional Portfolio Collateral .....	23
Additional Reinvestment Criteria .....	24
Additional Security Documents .....	24
Adjustment Amount .....	24
Administrative Expenses .....	24
Affected Party .....	38, 50
Affiliate .....	24
Affiliated .....	24
Agency Agreement .....	22
Agents .....	24
Applicable EURIBOR .....	25
Asset Swap Transaction .....	25
Asset Swap Transaction Exchange Rate .....	25
Authorised Denomination .....	25
Authorised Officer .....	25
<b>B</b>	
Bank Account Agreement .....	23
Base Collateral Management Fee .....	25
Basic Terms Modification .....	25, 76
Business Day .....	25, 52
<b>C</b>	
CCC Security .....	25
Class .....	1, 10, 25
Class A Definitive Notes .....	25
Class A Further Issue Notes .....	25, 79
Class A Global Notes .....	25
Class A Margin .....	25, 65
Class A Note Interest Rate .....	12, 26, 64
Class A Noteholders .....	26
Class A Notes .....	1, 9, 26
Class B Deferred Interest .....	26, 63
Class B Definitive Notes .....	26
Class B Further Issue Notes .....	26, 79
Class B Global Notes .....	26
Class B Margin .....	26, 65
Class B Note Interest Rate .....	12, 26, 64
Class B Noteholders .....	26
Class B Notes .....	1, 9, 26
Class B Overcollateralisation Ratio .....	26
Class B Overcollateralisation Ratio Test .....	26
Class C Deferred Interest .....	63
Class C Definitive Notes .....	26
Class C Further Issue Notes .....	26, 79
Class C Global Notes .....	26
Class C Margin .....	26, 65
Class C Note Interest Rate .....	12, 26, 64
Class C Noteholders .....	26
Class C Notes .....	1, 9, 27
Class C Overcollateralisation Ratio .....	27
Class C Overcollateralisation Ratio Test .....	27
Class D Deferred Interest .....	27, 63
Class D Definitive Notes .....	27
Class D Further Issue Notes .....	27, 79
Class D Global Notes .....	27
Class D Margin .....	27, 65
Class D Note Interest Rate .....	12, 27, 64
Class D Noteholders .....	27
Class D Notes .....	1, 9, 27
Class D Overcollateralisation Ratio .....	27
Class D Overcollateralisation Ratio Test .....	27
Class E Deferred Interest .....	27, 64
Class E Definitive Notes .....	27
Class E Further Issue Notes .....	27, 79
Class E Global Notes .....	28
Class E Margin .....	28, 65
Class E Note Interest Rate .....	13, 28, 64
Class E Noteholders .....	28
Class E Notes .....	1, 9, 28
Class of Noteholders .....	25
Class of Notes .....	25
Clearing Systems .....	52, 79
Clearstream, Luxembourg .....	2
Code .....	28
Collateral .....	15, 28
Collateral Acquisition Agreements .....	28
Collateral Administration Agreement .....	23
Collateral Administrator .....	8, 22
Collateral Management Agreement .....	8, 22
Collateral Management Fee .....	28
Collateral Manager .....	1, 8, 22
Collateral Manager Termination Amount .....	28
Collateral Quality Tests .....	28
Collateral Tax Event .....	28
Collection Accounts .....	28
Conditions .....	1, 28
Controlling Class .....	28
Coverage Test .....	29
Credit Improved Security .....	29
Credit Risk Security .....	29
Currency Account .....	29
Current Pay Obligation .....	29, 31
Custodian .....	22
Custody Account .....	29
<b>D</b>	
Defaulted Loan .....	29
Defaulting Party .....	38, 50



Deferred Interest.....	64	Form-Approved Hedges.....	37
Deferred Interest Amounts.....	30	FSMA.....	83
Deferred Purchase Price.....	30	Further Class A Notes.....	1, 9, 22
Definitive Notes.....	19, 30	Further Class B Notes.....	1, 9, 22
Determination Date.....	31	Further Class C Notes.....	1, 9, 22
Discount Portfolio Collateral.....	31	Further Class D Notes.....	1, 9, 22
Distribution.....	31	Further Class E Notes.....	1, 9, 22
Dollar Accounts.....	31	Further Issue Additional Portfolio Collateral.....	16
Dollar Interest Account.....	31	Further Issue Notes.....	37, 79
Dollar Interest Proceeds.....	31	Further Notes.....	10, 22
Dollar Portfolio Collateral.....	32	Further Notes Subscription Agreement.....	23, 82
Dollar Principal Account.....	32	Further Portfolio Sale Agreement.....	11
Dollar Principal Proceeds.....	32	Further Rated Notes.....	1, 22
Dollar Unscheduled Principal Proceeds.....	33		
Due Date.....	33	<b>G</b>	
Due Period.....	33	Global Note.....	2, 19, 38
Dutch Ineligible Securities.....	33		
		<b>H</b>	
<b>E</b>		Hedge Agreement.....	18, 38
Eastern Europe.....	33	Hedge Counterparty.....	38
Eligible Investments.....	33	Hedge Payment Amount.....	38
Emerging Market Issuer.....	34	Hedge Replacement Receipt.....	38
Enforcement Notice.....	34, 72	Hedge Termination Receipt.....	38
EURIBOR.....	34	Hedge Transaction.....	38
Euro.....	4		
Euro Accounts.....	34	<b>I</b>	
Euro Expense Account.....	34	Incentive Collateral Management Fee.....	38, 56
Euro Interest Proceeds.....	34, 36	Incentive Management Fee Hurdle Rate.....	38
Euro Payment Account.....	35	Initial Purchaser.....	2, 23, 38, 82
Euro Portfolio Collateral.....	35	Initial Reinvestment OC Ratio.....	38
Euro Principal Proceeds.....	35, 36, 51	Insolvency Law.....	71
Euro Principal Reserve Account.....	37	Interest Accrual Period.....	39
Euro Unscheduled Principal Proceeds.....	37	Interest Amount.....	39
Euro zone.....	37, 65	Interest Collection Account.....	39
Euroclear.....	2	Interest Coverage Amount.....	39
Event of Default.....	38, 50	Interest Determination Date.....	39, 64
Event of Default Net Portfolio Collateral Balance.....	37	Interest Proceeds.....	40
Exchange Act.....	37	Internal Rate of Return.....	40
Existing Class A Notes.....	1, 9, 22	Investec.....	40
Existing Class B Notes.....	9	Investment Company Act.....	3
Existing Class B Notes.....	1	Irish Stock Exchange.....	40
Existing Class B Notes.....	22	Issue Date.....	42
Existing Class C Notes.....	9	Issuer.....	1, 8, 40
Existing Class C Notes.....	1	Issuer Dutch Account.....	40
Existing Class C Notes.....	22	Issuer Event of Default.....	40, 70
Existing Class D Notes.....	9		
Existing Class D Notes.....	1	<b>L</b>	
Existing Class D Notes.....	22	LIBOR.....	40
Existing Class E Notes.....	9	Long Dated Collateral.....	40
Existing Class E Notes.....	1		
Existing Class E Notes.....	22	<b>M</b>	
Existing Notes.....	1, 9, 22	Management Agreement.....	23
Existing Rated Notes.....	1, 22	Managing Directors.....	40
Extraordinary Resolution.....	37	Market Value.....	40
		Maturity Date.....	13, 40
<b>F</b>			
FMSA.....	37		
Form-Approved Hedge.....	37		

Maximum Investment Amount.....	40	Recovery Percentage.....	45
Measurement Date.....	41	Redemption Date.....	45
Minimum Denomination.....	41	Redemption Determination Date.....	45, 67
Monthly Report.....	41	Redemption Notice.....	45
		Redemption Price.....	46
<b>N</b>		Redemption Threshold Amount.....	46
Net Portfolio Collateral Balance.....	41	Reference Banks.....	64
non-eligible investments.....	62	Register.....	46, 52
Non-Euro Portfolio Collateral.....	41	Registrar.....	22
Note Interest Rate.....	42	Regulation S.....	1, 46
Noteholder Valuation Report.....	42	Reinvestment Criteria.....	46
Noteholders.....	42	Reinvestment OC Ratio.....	46
Notes.....	10	Reinvestment OC Test.....	46
Notes.....	1	Reinvestment Period.....	46, 69
Notes.....	22	Relevant Date.....	46
Notes.....	42	repay.....	46
Notice of Default.....	71	Replacement Collateral Manager.....	46
		Replacement Collateral Manager	
		Subordinated Fee.....	46
		Replacement Hedge Agreement.....	47
<b>O</b>			
Obligor.....	42	<b>S</b>	
Offer.....	42	S&P.....	1, 47
Offering.....	4	S&P Average Recovery Rate.....	47
Original Issue Date.....	9	S&P Rating.....	47
Original Prospectus.....	6	Sale Proceeds.....	47
Outstanding.....	42	Screen Rate.....	47, 64
		Second Issue Date.....	9, 47
<b>P</b>		Second Lien Loan.....	47
Paying Agent.....	22	Secured Party.....	47
Payment Date.....	1, 12, 43	Securities Act.....	1, 47
Payment Default.....	43	Seller.....	47
Person.....	43	Senior Administrative Expenses.....	47
PMPs.....	45	Senior Coverage Test.....	47
Portfolio.....	43	Senior Interest Coverage Ratio.....	47
Portfolio Collateral.....	43	Senior Interest Coverage Test.....	47
Portfolio Sale Agreement.....	22, 43	Senior Noteholders.....	47
pounds sterling.....	4	Senior Overcollateralisation Ratio.....	47
Pre-Funding Account.....	43	Senior Overcollateralisation Ratio Test.....	48
Presentation Date.....	44	Senior Secured Loan.....	48
Principal Balance.....	44	Senior Trustee Fees.....	48
Principal Collection Account.....	44	shortfall.....	62
Principal Proceeds.....	44	Special Redemption.....	15, 69
Priorities of Payment.....	44	Special Redemption Amount.....	69
Priority Category Recovery Rate.....	45	Special Redemption Date.....	69
Proceedings.....	45, 80	Spot Rate.....	48
Professional Market Parties.....	45	Stabilising Manager.....	4, 82
		Stated Maturity.....	48
<b>Q</b>		Sterling.....	4
Qualifying Country.....	45	Sterling Accounts.....	48
		Sterling Interest Account.....	48
<b>R</b>		Sterling Interest Proceeds.....	48, 49, 50
Ramp-Up Period.....	45	Sterling Portfolio Collateral.....	49
Rated Notes.....	45	Sterling Principal Account.....	49
Rating Agency Confirmation.....	45	Sterling Principal Proceeds.....	49
Rating Requirement.....	45	Sterling Unscheduled Principal Proceeds.....	50
Receiver.....	71	Structured Finance Security.....	50
Record Date.....	45, 70	Subordinated Administrative Expenses.....	50
		Subordinated Collateral Management Fee.....	50

Subordinated Hedge Termination Payment.....	50
Subordinated Trustee Fees.....	50
Subscription Agreement.....	23
Supplemental Trust Deed.....	1, 9, 22

**T**

TARGET Business Day.....	50
Target Date.....	50
Target Date Rating Downgrade.....	50
Target Date Rating Requirements.....	51
Target Par Amount.....	15, 51
TARGET System.....	51
Tax Event.....	51
Termination Event.....	38, 50
Trading Gains.....	51
Transaction Documents.....	51
Trust Deed.....	1, 9, 22
Trustee.....	1, 9, 22

Trustee Fees.....	51
-------------------	----

**U**

Underlying Instrument.....	51
Uninvested Proceeds.....	51
Unscheduled Principal Proceeds.....	51
US dollars.....	4
US\$.....	4

**V**

VAT.....	52
----------	----

**W**

Warehouse Facility Agreement.....	52
Warehouse Lender.....	52

**REGISTERED OFFICE OF  
THE ISSUER**

Rivierstaete Building  
Amsteldijk 166  
1079 LH Amsterdam

**INITIAL PURCHASER**

**Investec Bank (UK) Ltd.**  
2 Gresham Street  
London EC2V 7QP

**TRUSTEE**

**The Law Debenture Trust Corporation p.l.c.**  
Fifth Floor  
100 Wood Street  
London EC2V 7EX

**ACCOUNT BANK AND CUSTODIAN**

**HSBC Bank plc**  
8 Canada Square  
Canary Wharf  
London E14 5HQ

**REGISTRAR**

**HSBC Bank plc**  
8 Canada Square  
Canary Wharf  
London E14 5HQ

**PAYING AGENT**

**HSBC Bank plc**  
8 Canada Square  
Canary Wharf  
London E14 5HQ

**COLLATERAL ADMINISTRATOR**

**Law Debenture Asset Backed Solutions Limited**  
Fifth Floor  
100 Wood Street  
London EC2V 7EX

**COLLATERAL MANAGER**

**Investec Principal Finance,**  
a business unit division of  
**Investec Bank (UK) Ltd.**  
2 Gresham Street  
London EC2V 7QP

**LEGAL ADVISERS**

*To the Initial Purchaser and the  
Collateral Manager as to English  
and U.S. Law*

**Sidley Austin LLP**  
Woolgate Exchange  
25 Basinghall Street  
London EC2V 5HA

*To the Trustee and the Collateral  
Administrator as to English and  
U.S. Law*

**White & Case LLP**  
5 Old Broad Street  
London EC2N 1DW

*To the Initial Purchaser as to Dutch  
law*

**Clifford Chance LLP**  
Droogbak 1A  
1013 GE Amsterdam  
The Netherlands

**IRISH LISTING AGENT**

NCB Stockbrokers Limited  
3 George's Dock  
IFSC  
Dublin 1