# **Situs** Pangaea Funding 1 Plc

Bloomberg Tkr: PNGEA IA/IX Mtge

# **INVESTOR REPORT**

Collection Period:	16 July 2015 - 15 October 2015
Loan Interest Payment Date:	15 October 2015
Note Interest Period:	20 July 2015 – 20 October 2015
Note Payment Date:	20 October 2015
Determination Date:	16 October 2015
Loan Final Maturity Date:	15 July 2019
Note Final Maturity Date:	15 July 2026



Please be advised that all transaction reports are available on the Issuer's Investor Reporting Website at www.sfmeurope.com/transaction/466



### **Contact Details**

#### Issuer:

Pangaea Funding 1 Plc 35 Great St Helen's London, EC3A 6AP

Telephone: +44 20 7398 6300 E-mail: directors-uk@sfmeurope.com

#### Note Trustee & Issuer Security Trustee:

U.S. Bank Trustees Limited 125 Old Broad Street London, EC2N 1AR

E-mail: MBS.Relationship.Management@usbank.com

#### Servicer:

Situs Asset Management 10th Floor, 155 Bishopsgate London, EC2M 3TQ

Telephone: +44 20 7720 1850 Fax: +44 20 7720 1899 E-mail: CMBSInvestors@situs.com

#### **Bondholder Agent:**

Alpha Bank 1, Korai st., 4th floor, GR-10252, Athens, Greece Telephone: +30 210 385 2566 E-mail: athanasia.linardatou@alpha.gr

#### Cash Manager, Account Bank, Principal Paying Agent, Facility Agent & Agent Bank:

Elavon Financial Services Limited 5th Floor, 125 Old Broad Street London, EC2N 1AR

E-mail: abs.analyticsgb@usbank.com

#### Listing Agent:

Arthur Cox Earlsfort Centre, Earlsfort Terrace, Dublin 2, Ireland

#### Arranger:

Cairn Capital Limited 27 Knightsbridge London, SW1X 7LY

Telephone: +44 20 7259 4800

#### **Borrower:**

NBG Pangaea REIC 6 Karageorgi Servias Street Athens, 105 62 Greece

This is the Servicer Quarterly Report prepared by Situs Asset Management Limited ("Situs") as Servicer on behalf of Pangaea Funding 1 Plc. Certain information in this report is derived from information provided to Situs by third parties, which may include the Borrower and its affiliates, the Bondholder Agent and the Cash Manager. In these cases Situs has not independently verified such third party information and does not provide any assurance or warranty as to its accuracy or completeness and does not accept any liability whatsoever for any direct or consequential losses arising from reliance by any person on the information contained herein.

# Content

		Page No
1.	Executive Summary	4
2.	Loan Summary	5
3.	Primary Servicer & Advisor Details	6
4.	Loan IPD Accrual and Prepayment Summary	7
5.	Borrower Account Summary	8
6.	Ratio Analysis and Covenant Monitoring	9
7.	Property Summary	10
8.	Property Information	11
9.	Summary of Headline Lease Terms	12
10.	Borrower Financials	13
11.	Cash Manager Note Report Detail	14
12.	Expenses Reconciliation Detail.	15
13.	Priority of Payments	16
14.	Cash Reconciliation Detail	17
15.	Issuer Bank Accounts and Financial Statements.	18
16.	Watchlist	19
17.	Definitions Schedule	20
18.	Publically Available Transaction Documents.	22
19.	Reminder Notice	23

Pangaea Funding 1 Plc

Situs

## **Executive Summary**

	Current	Previous	Issue	
Effective Date	20 October 2015	20 July 2015	22 August 2014	
Loan Balance Start of Period	€237.5m	€237.5m	€237.5m	
Voluntary Prepayment Funds	N/A	N/A	N/A	
Mandatory Prepayment Funds	N/A	N/A	N/A	
Loan Balance End of Period	€237.5m	€237.5m	€237.5m	
Number of Loans	1	1	1	
Number of Properties	77	77	77	
Number of Delinquencies	0	0	0	
Loan ICR	3.76	3.74	N/A	
Loan LTV	45.37 % **	43.63 % *	49.86%	
Remaining Loan Term	3.75 yrs	4.00 yrs	4.90 yrs	

#### Loans in breach of covenants:

ICR	No
Other	No

The Loan is performing in line with the terms of the Programme Agreement and the SGB Loan Agreement. There were no loan amendments, waivers or consents agreed during the period. All debt servicing requirements have been met in full this quarter and interest accrued on the notes has also been paid in full.

The loan was put on Watchlist following the occurrence of the Greek crisis in June. Please refer to the **Watchlist** section of this report for further details.

\* Calculated on the basis of the 31.12.2014 valuation

\*\* Calculated on the basis of the 30.06.2015 valuation. Please refer to the **Ratio Analysis and Covenant Monitoring** section of this report for further details.

#### Explanatory Note:

The Issuer owns  $\leq 237.4$ m of the Greek Bonds constituting the Greek Bond Loan, with the remaining  $\leq 0.1$ m owned by a second special purpose vehicle, (the "Second Greek Bondholder", or "SGB"). The SGB financed its purchase using a  $\leq 0.1$ m inter-company loan from the Issuer (the "SGB Loan"). All principal and interest received under the Greek Bonds by the SGB will be passed to the Issuer by way of the SGB Loan. This servicing report shows the consolidated position of the Issuer and SGB.

# Pangaea Funding 1 Plc

## Servicing Loan Report

	Loan Summary									
Loan name	Loan Balance @ Issuance	Loan Balance Current	Interest Type	3M Euribor Rate	Margin Rate	All-In Interest Rate	Mortgage Repayment Type	Loan Funding Date	Loan Maturity Date	Remaining Loan Term (Yrs)
Greek Bond Loan	237.5m	237.5m	Floating – 3 month Euribor	-0.019000%	4.85 %	4.831000%	Balloon	22 Aug 2014	15 Jul 2019	3.75

#### Loan Summary Commentary

Pursuant to board of directors' resolutions, Pangea Funding 1 PLC (the Issuer) approved the borrowing of monies by means of a bond loan through the issue of the Greek Bond Loan for a total aggregate principal amount of €237.5m, maturing on 15 July 2019.

The payments due under the Greek Bonds are secured by mortgages and pledges over a portfolio of 77 properties located in Greece and the commercial leases in relation to the properties. The Rental Income is paid by the tenants into the Rent Collection Account. On each Rent Payment Date (10<sup>th</sup> day of each calendar month), the Borrower shall transfer the Rental Income into the Cash Sweep Account for application against the payments due under the Loan.

The Loan is an interest only loan and pays an interest rate of 3 months EURIBOR plus 4.85% p/a. The Interest Payment Dates are 15 January, 15 April, 15 July and 15 October in each year. The Interest Periods are in line with the Note Interest Payment Date (so starting and ending on 20 January, 20 April, 20 July and 20 October).

The minimum required ICR is 150%. The maximum LTV is 75%. The Borrower must submit a Property Report with updated tenancy data, any Opex and Capex works in the properties, details of the amounts paid / unpaid by the tenants and any relevant activity in the properties. The covenants are tested on each Testing Date. The Property Report is also due on each Testing Date. The Testing Date is the last day of the month of March, June, September and December. Please refer to the **Ratio Analysis and Covenant Monitoring** and **Property Summary** sections of this report for further details.

### **Primary Servicer & Advisor Details**

#### Servicer Confirmation

The Servicer confirms that, other than by virtue of the Transaction Documents, they or its Affiliates do not have any relationship with the Borrower or the Issuer.

#### Advisor Appointments

Sidley Austin have been appointed by the Bondholders to advise in relation to the Greek crisis and its potential impact on the Bonds.



### Loan IPD Accrual and Prepayment Summary

20 October 2015 IPD Loan Interest Accrual

Interest Accrual Detail							
Loan Balance	€ 237.5m						
Start Date Loan IPD	20 July 2015						
End Period IPD	20 Oct 2015						
Day Count Period	92 days						
3 Month Euribor Rate Margin Rate All-In Interest Rate	-0.01900% 4.85000% 4.83100 %						
Interest Due Interest Received Shortfall on Due Amounts	€2,932,148.61 €2,932,148.61 €0.00						

Make Whole Amount N/A

20 October 2015 IPD Loan Prepayment

There was no Loan Prepayment during the period.



Pangaea Funding 1 Plc

## **Borrower Account Summary**

Bank Account Balances								
Balance Start of IPD	Balance End of IPD	Notes						
€3,012,621.44	€17,247,98	See Sweep Account Waterfall						
NIL	NIL							
:	Balance Start of IPD €3,012,621.44	Balance Start of IPDBalance End of IPD€3,012,621.44€17,247,98						

#### Bank Account Commentary

In anticipation of potential capital restrictions following the Greek crisis in June, the Borrower agreed to transfer to the Sweep Account an amount sufficient to cover the total Required Transfer Amount in advance of the October 2015 IPD (estimated at €3,002,859.87). Accordingly, €3,012,621.44 was transferred by the Borrower from the Rent Collection Account into the Sweep Account.

The Estimated Facility Fee this quarter was €57,965.42. The actual Facility Fee was €63,224.85 (€62,544.85 for the Issuer Facility Fee and €680.00 for the SGB Facility Fee). A detailed breakdown of this fee can be found in the Expenses Reconciliation of the Note Report Section within this Report (page 15).

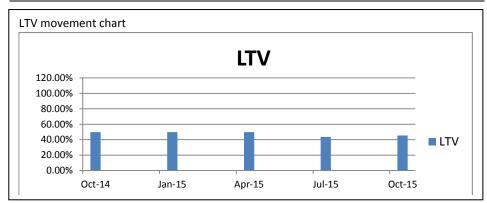
\*After payment of this quarter's debt service amount, the surplus amount €17,247.98 was left in the Sweep Account at the request of the Borrower.

Sweep Account Balance	€3,012,621.4
On each Greek Bond Payment Date, the Bondholder Agent will be required, pursuant to the terms of the Greek Bond Program Agreement, to withdraw from, and apply amounts standing to the credit of, the Sweep Account in the following order:	
(a) first, payment of any unpaid costs and expenses of the Bondholder Agent due but unpaid under the Greek Bond Finance Documents;	€0.00
(b) secondly, payment of any unpaid fees, costs, expenses or oth amounts then due and payable by the Greek Bond Issuer to the Ground Issuer Security Trustee pursuant to the Account Security Dec	reek
(c) thirdly, in the event that the circumstances described in the s "Rent Collection Account - Transfers from Rent Collection Account (following a Greek Bond Event of Default)" in the Offering Circular applicable, payment of any unpaid cost or expense which, in the o of the Bondholder Agent, is required to be paid to preserve or pro any interest of the Greek Bond Issuer in a Property or any security interest granted by the Greek Bond Issuer pursuant to a Greek Bo Security Document, in each case incurred during the preceding Gr Bond Interest Period;	are ppinion ptect nd
(d) fourthly, to the Bondholder Agent for the relevant Greek Bon Finance Parties in payment of any accrued interest, fees (including Facility Fee) and other amounts (including, but not limited to, prepayments of principal as described under " <i>Repayment and</i> <i>prepayment of the Greek Bonds</i> " in the Offering Circular) due but unpaid under the Greek Bond Finance Documents; and	
(e) <i>fifthly</i> , payment of any surplus to the Greek Bond Issuer.	€17,247.98 *

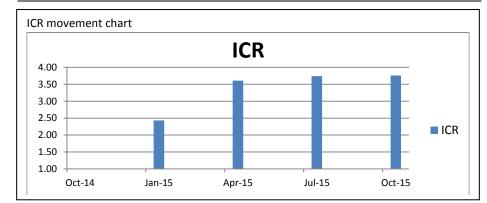
# **Ratio Analysis and Covenant Monitoring**

Ratio Analysis

Loan to Value									
Covenant Trigger LTV Issuance Previous Current Trend									
75%	N/A	49.86%	43.63%	45.37%	1				







#### **Covenant Commentary**

The quarterly reporting for this period was received on 30 September 2015. Rental Income is collected from the tenants on a monthly basis. The ICR stands at 3.76 and so in compliance with the covenant.

The level of quarterly rent for the months of April, May and June 2015 was  $\leq 11,044,990.44$ . The increase of  $\leq 986.37$  in respect of the quarterly rent collected in the previous quarter ( $\leq 11,044,004.07$ ) is due to some extra rent collected from the third party tenants. The Finance Costs have decreased by  $\leq 11,395.56$  ( $\leq 2,940,450.28$  in the October 2015 IPD test date versus  $\leq 2,951,846.14$  in the July 2015 IPD test date). This explains the slight increase of the ICR levels from 3.74 to 3.76.

In accordance with the Programme, the Issuer must transfer on each Rent Payment Date from the Rent Collection Account into the Sweep Account the lower of a) the amounts standing to the credit of the Rent Collection Account on each Rent Payment Date b) the Required Transfer Amount. Due to the circumstances of the Greek crisis in June and at the request of the Noteholders, the Required Transfer Amount for the October 2015 IPD was estimated and paid into the Sweep Account in advance of this date. The total amount available in the Sweep Account as at 10 July 2015 was €3,012,621.44.

A semiannual statutory valuation which covered the 77 properties in this portfolio, addressed to the Finance Parties and in line with the requirements of the Loan Agreement was called in June 2015. This report was made available to the Servicer on 10 August and showed an updated portfolio value of €523,506,879, which explains the LTV increase from 43.63% to 45.37%



# Property Summary

Market Value	€523,506,879	Property Type No of Properties	Office/Retail/Mixed 77	Annualised Passing Rent	€44,179,962
Valuation Date	30/06/2015	Property Location	Various – Greece	Capital Expenditure (for Quarter)	€792,360
Valuer *	Danos/JLL			Capital Expenditure (YTD)	€2,895,634
	Propius/C&W	Gross Leaseable Area (sq m)	228,761		
		Occupancy by Rentable Area	98.9 %	Arrears (for Quarter)	NIL
*Danos/JLL : 57 properties		No. of Tenants	14	Arrears (YTD)	NIL
Propius/C&W : 20 properties		WA Remaining Lease Term	14.20 yrs		

#### **Property Commentary**

#### VALUATION OF THE PORTFOLIO

The current Market Value reflects the updated Value as per the 30.06.2015 Valuation. The next updated Valuation is due as at 31.12.2015.

#### **RENTAL INCOME/ARREARS**

The current Annual Rental Income is €44,179,962. 99.43 % of the Rental Income (€43,929,658) is paid by the main tenant National Bank of Greece, the remaining 0.57% (€250,304) being paid by third party tenants. There have been no arrears of rent for the period.

#### **CAPEX**

In accordance with the Programme, the Borrower must provide detailed description of any non budgeted Capex costs exceeding €250,000 per quarter. A total amount of €792,360 has been spent in Capex works during the period. None of the capex costs for the any of the properties have gone beyond this limit during the period. The table below compares the actual and the budgeted capex amounts for the year:

	Budgeted	Actual
1/1/2015-31/3/2015	€ 872,550	€ 429,313
1/4/2015-30/6/2015	€ 872,550	€ 792,360
1/7/2015-30/9/2015	€ 872,550	
1/10/2015-31/12/2015	€ 872,550	
TOTAL	€ 3,490,200.00	€ 1,221,673

#### **OTHER PROPERTY COMMENTS**

There has not been any other significant property activity during the period.



# **Property Information**

Property Type Summary				Property Location Summ	ary		
Property type	No. properties	Area (sq m)	Market Value	Property location	No. properties	Area (sq m)	Market Value
Retail Offices Mixed Office/Retail Other TOTAL	3 53 20 1 <b>77</b>	44,784 75,684 103,757 4,536 <b>228,761.00</b>	<ul> <li>€73,365,000</li> <li>€232,181,902</li> <li>€213,194,977</li> <li>€4,765,000</li> <li>€523,506,879</li> </ul>	Attica Thessaloniki Achaea Other TOTAL	39 5 3 30 <b>77</b>	171,004 8,427 7,195 42,135 <b>228,761.00</b>	380,277,500 €27,079,757 €14,085,000 €102,064,622 €523,506,879
80% 70% 60% 50% 40% 30% 20% 10% 0% Retail		ixed Other e/Retail	<ul> <li>No. properties</li> <li>Area (sq m)</li> <li>Market Value</li> </ul>	80% 70% 60% 50% 40% 30% 20% 10% Attica	Thessaloniki	Achaea Other	No. properties Area (sq m) Market Value

Pangaea Funding 1 Plc

Situs

### Summary of Headline Lease Terms

#### Description of the leases with the National Bank of Greece

99.44% of the €44.17m rent generated by the portfolio is from properties let to the National Bank of Greece ("NBG").

74 of the leases to NBG, representing 79.4% of the €44.17m starting rent generated by the portfolio, are for a period of 15 years, expiring in 2028.

The other four leases to NBG, representing 20.3% of the €44.17m starting rent generated by the portfolio, are for a period of 25 years, expiring in 2038.

The rents on the majority of the properties let to NBG are indexed annually at CPI + 1%, with the majority of the remainder indexed annually at CPI.

NBG is responsible for the cost of insuring, maintaining and repairing the properties it leases.

For further details on the leases with NBG, please see pages 98-100 of the Offering Circular.

# **Borrower Financial Information**

Financial information for the Borrower is available on its website at <u>www.nbgpangaea.gr</u>

# Pangaea Funding 1 Plc Cash Management Note Report

Note Distribution Detail

Tranche	Common Code / ISIN (S Notes) /							Grean	Support
Class Name	Common Code / ISIN (144A Notes)	Original Principal Balance	Beginning Principal Balance	Total Principal Distribution	Ending Principal Balance	Pool Factors	Total Interest Distribution	Original (1)	Current (2)
A	108494573 / XS1084945739 108494662 / XS1084946620	237,500,000.00	237,500,000.00	0.00	237,500,000.00	1.00000	2,932,148.61	n.a.	n.a.

#### Interest Distribution Detail

Tranche Class Name	Common Code / ISIN (S Notes) / Common Code / ISIN (144A Notes)	Accrual Method	Days	Beginning Principal Balance	Rate of Interest	Total Interest Accured (excluding deferred)	Other Interest	Total Interest Payments
А	108494573 / XS1084945739 108494662 / XS1084946620	Act/360	92	237,500,000.00	4.83100%	2,932,148.61	0.00	2,932,148.61

#### Comments

Interest was paid in full across all classes of notes with funds being distributed to Noteholders on the 20 October 2015 IPD.

There were no principal distributions this quarter.



Pangaea Funding 1 Plc

# **Expenses Reconciliation Detail**

	Quarterly Expenses Accrual Detail - Recurring Fees							
Expense	Frequency	Currency	Annual	Exchange Rate	Amount Due for Period (EUR)	Amounts Overdue (EUR)	Total Payment (EUR)	
Primary Servicing Fee Issuer Profit SGB Profit Note Trustee SGB Security Trustee Paying Agent, Registrar, Agent Bank Facility Agent	Quarterly in arrears Quarterly in arrears Quarterly in Arrears	EUR EUR EUR EUR EUR EUR EUR	87,500 2,000 500	1.00 1.00 1.00 1.00 1.00 1.00 1.00	22,361.11 500.00 125.00 555.00 555.00 786.25 231.25	0.00 0.00 0.00 0.00 0.00 0.00 0.00	22,361.11 500.00 125.00 555.00 555.00 786.25 231.25 2 505.00	
Cash Manager Corporate Svces. Provider		EUR EUR		1.00 1.00	2,695.00 33,416.24	0.00 0.00	2,695.00 33,416.24	
Third Parties		EUR		1.00	2,000.00	0.00	2,000.00	
TOTAL EXPENSES		EUR			63,224.85	0.00	63,224.85	

	Expenses Accrual Detail - Non-Recurring Fees							
Expense	Frequency	Currency	Amount	Exchange Rate	Amount Due for Period (EUR)	Amounts Overdue (EUR)	Total Payment (EUR)	
TOTAL EXPENSES								

Transaction invoices totaled €63,224.85 this quarter and were charged to the Borrower as a Facility Fee in accordance with the terms of the Programme Agreement.

Situs

# **Priority of Payments**

#### Pre Enforcement Priority of Payments

(As outlined within the Offering Circular, page 175-176)

1.	Amounts due to the Note Trustee and the Issuer Security Trustee	1. €1,110
2.	Amounts due to the Principal Paying Agent, the Registrar, the Agent Bank, the Facility Agent, the Calculation Agent, the Common Depository, the Cash Manager, the Account Bank, the Corporate Services Provider, the Bondholder Agent and the Servicer	2. €59,489.85
3.	Payments due to other third party creditors of the Issuer	3. €2,000.00
4.	Interest due or overdue on the Notes, then other amounts (other than principal) due or overdue on the Notes	4. €2,932,148.61
5.	Principal due on the Notes	5. €0.00
6.	€500 / €125 to be retained by the Issuer / SGB as profit	6. €625.00
7.	Surplus to be retained in the Issuer Transaction Account	7. €0.00
	Total Amount Distributed	€2,995,373.46

# **Cash Reconciliation Detail**

Available Funds	
<ul> <li>all amounts standing to the credit of the Issuer Transaction Account at the end of the preceding Collection Period, including Revenue Receipts and Principal Receipts received during the immediately preceding Collection Period.</li> <li>* Includes €2,500 Issuer Profit from the previous quarter</li> </ul>	€2,997,873.46 *
Revenue Receipts	
<ul> <li>all monies (not falling within the definition of Principal Receipts) paid to the Issuer in respect of the Issuer Greek Bonds (including any Make-Whole Amount and any Greek Bond Default Interest);</li> </ul>	€2,930,914.02
<ul> <li>all monies (not falling within the definition of Principal Receipts) paid to the Issuer under or in respect of the SGB Loan (including any SGB Make-Whole Payment and any SGB Default Interest);</li> </ul>	€1,234.59
<ul> <li>to the extent not included in the items above, all monies paid to the Issuer in relation to the Issuer Facility Fee pursuant to the Greek Bond Finance Documents; and</li> </ul>	€63,224.85
• any interest accrued on the Issuer Transaction Account and paid to the Issuer in respect of amounts standing to the credit of the Issuer Transaction Account.	€0.00 €2,995,373.46
Principal Receipts	
• all payments in respect of principal allocated by the Servicer (based on information provided by the Bondholder Agent) as principal receipts in respect of the Issuer Greek Bonds (including scheduled repayments, voluntary prepayments, mandatory prepayments and enforcement proceeds allocated to principal) received by the Issuer and deposited into the Issuer Transaction Account (but excluding any Make-Whole Amount) and the proceeds of any sale, transfer or other disposal of the Issuer Greek Bonds and the Issuer's interest in the Greek Bond Security allocated by the Servicer as principal receipts received by the Issuer and deposited into the Issuer and deposited into the Issuer and deposited into the Issuer Greek Bond Security allocated by the Servicer as principal receipts received by the Issuer and deposited into the Issuer Transaction Account; and	€0.00
• all repayments of principal received by the Issuer from the Second Greek Bondholder under the SGB Loan Agreement and deposited in the Issuer Transaction Account.	€0.00
	€00.00

Pangaea Funding 1 Plc

Situs

# **Issuer Bank Accounts and Financial Statements**

#### **Issuer Account Summary**

Issuer Transaction Account	
Opening Balance	€2,500.00
Amounts credited	€2,997,873.46
Amounts debited	€2,994,748.46
Closing Balance *	€3,125.00
* €625.00 retained in the account a	s Issuer Profit for the quarter

#### **Issuer Financial Accounts**

The Annual Financial Report for the Issuer as at 31 December 2014 has been received. The Annual Financial Report includes:

- Certifications by Members of the Board of Directors.
- The Board of Directors' Report.
- The Independent Auditor's Report.
- The Annual Financial Statements of the Group and the Company.
- Summary Financial Data of the Group and the Company.

The Annual Financial Report is available on <a href="http://www.nbgpangea.gr">http://www.nbgpangea.gr</a>



Pangaea Funding 1 Plc

# Watchlist

CODE GUIDELINE		IPD	INCLUDE THRESHOLD	RELEASE THRESHOLD	CURRENT STATUS
6A	Any other situation that indicates an increased level of default that may create potential losses to investors	July 2015	As determined by Servicer	When condition no longer exists	Further to the Greece crisis occurred in June, the Noteholders instructed the Issuer to authorise the Bonholder Agent to transfer the Required Amounts due on the July 2015 IPD from the Sweep Account into the Transaction Accounts in advance of the July 2015 Interest Payment Date. The Noteholders further issued a Notice addressed to the Issuer and the Bondholder Agent whereby the Bondholder Agent was directed to transfer the Required Amounts due on the October 2015 IPD. This transfer has not been effected yet. The Servicer is in regular contact with the Issuer and the Bondholder Agent with regards to the transfer of the October 2015 IPD funds and is monitoring the impact that the corrective measures imposed on Greece may have on the Bonds.
6А	Any other situation that indicates an increased level of default that may create potential losses to investors	October 2015	As determined by Servicer	When condition no longer exists	The Required Amounts for the October 2015 IPD were transferred to the Sweep Account in advance of the October 2015 IPD. The Noteholders and the Servicer were informed by the Issuer that approval to further move the Required Amount to the Transaction Accounts before the due date had not been granted, however they reiterated their commitment to honour the payments due on the October 2015 IPD. The transfer to the Transaction Accounts was instructed by the Bondholder Agent on 15 October as provided for in the Finance Documents and all amounts due under the loan were paid in full. There have not been any legal measures impacting the loan during the period. The Servicer continues to monitor the situation and will remove the loan from Watchlist in the next quarter if no further incidences arise.

### **Definitions Schedule**

Term	Agreement	Definition
Collection Period	Masters Definitions Schedule	"Collection Period" means with respect to a Note Payment Date, the period beginning on (but excluding) the last day of the immediately preceding Collection Period and ending on (and including) the SGB Payment Date immediately preceding such Note Payment Date provided that the first Collection Period shall commence on (but exclude) the last SGB Payment Date that would have occurred prior to the Closing Date had the SGB Loan then been in existence.
Closing Date	Masters Definitions Schedule	"Closing Date" means <u>22 August</u> 2014.
Determination Date	Masters Definitions Schedule	"Determination Date" means, in relation to a Note Payment Date, the last day of the Collection Period ending immediately prior to such Note Payment Date.
Facility Fee	Masters Definitions Schedule	"Facility Fee" means, with respect to any Greek Bond Payment Date, the aggregate of the Issuer Facility Fee and SGB Facility Fee with respect to such Greek Bond Payment Date.
Interest Payment Date	The Greek Bond Programme Agreement	"Interest Payment Date" means 15 January, 15 April, 15 July and 15 October in each year and the Final Maturity Date. If, however, any such day is not a Business Day, the Interest Payment Date will instead be the immediately preceding Business Day.
Note Interest Period	Masters Definitions Schedule	"Note Interest Period" shall mean the period from (and including) the Closing Date to (but excluding) the first Note Payment Date and, thereafter, each successive quarterly period from (and including) a Note Payment Date to (but excluding) the next following Note Payment Date.
Note Payment Date+	Masters Definitions Schedule	"Note Payment Date" means the 20th day of January, April, July and October in each year (or, if such day is not a Business Day, the next following Business Day unless such Business Day falls in the next following calendar month in which event the immediately preceding Business Day), the first Note Payment Date being the Note Payment Date falling in October 2014.
Required Transfer Amount	The Greek Bond Programme Agreement	<ul> <li>"Required Transfer Amount" means, with respect to an Interest Period, an amount equal to the aggregate of:</li> <li>(a) all amounts due, by way of interest, principal or otherwise, on the Bonds on the Interest Payment Date relating to such Interest Period; and</li> <li>(b) the Estimated Facility Fee relating to such Interest Period.</li> </ul>

Rent Payment Date I the Greek bond Programme Agreement I is the first part means we found any of each calendar monut.	Rental Income The Greek Bond Programme Agreement (e (f (f) (f) (f) (f) (f) (f) (f) (f) (f)	<ul> <li>'Rental Income'' means the aggregate of all amounts paid or payable to or for the account of the Issuer on an after tax basis in connection with the letting, licence or grant of other rights of use or occupation of all and any part of the Properties, including each of the following amounts: <ul> <li>(a) rent, licence fees, rent adjustments and equivalent amounts paid or payable;</li> <li>(b) any sum received or receivable from any deposit held as security for performance of a tenant's rental payment obligations;</li> <li>(c) a sum equal to any apportionment of rent allowed in favour of the Issuer;</li> <li>(d) any other moneys paid or payable in respect of occupation and/or usage of each Property and any fixture or fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;</li> <li>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;</li> <li>(f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension, release or variation of any Tenancy Document;</li> <li>(g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Tenancy Document;</li> <li>(h) any Tenant Contribution; and</li> <li>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Issuer.</li> </ul> </li> </ul>
---	--	--

Situs

# Publically Available Transaction Documents

The Transaction Documents are available upon request from the following email address, CMBSInvestors@situs.com

# **Reminder Notice**

- (i) each holder of a Note (or beneficial owner of an interest in such Notes) that is a U.S. Person must be both a Qualified Institutional Buyer and a Qualified Purchaser, and must be able to make the representations set forth Schedule 1 to the Agency Agreement (the "3(c)(7) Representations");
- (ii) the Notes (or interests in the Notes) are transferable only to purchasers which are able to make the 3(c)(7) Representations and satisfy the other transfer restrictions applicable to the Notes; and
- (iii) if any holder of a Note (or an interest in a Note) that is a U.S. Person is determined not to be a Qualified Institutional Buyer and a Qualified Purchaser, then the Issuer will have the right (exercisable in its sole discretion) to treat the transfer to such purchaser as null and void and require such purchaser to sell or transfer all of its Notes (and all interests therein) to a transferee meeting the requirements set forth in the 3(c)(7) Representations or to redeem such Note or interest therein at a price equal to the lesser of:

(A) the purchase price therefor paid by such transferee;

(B) 100 per cent. of the outstanding principal amount thereof; and

(C) the fair market value thereof.