

The date of this Prospectus is 13 August 2009

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**Gaia Lease Plc**

(incorporated in England and Wales as a public limited company under registered number 06964804)

**€ 272,600,000 Class A Asset Backed Floating Rate Notes due 2046**

**€ 267,100,000 Class B Asset Backed Floating Rate Notes due 2046**

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Arranger

**UBS Investment Bank**

**For a discussion of certain risks and other factors that should be considered in connection with an investment in the Notes, see the section entitled "Risk Factors"**

PROSPECTUS DATED 13 August 2009

**GAIA LEASE PLC**

*(incorporated in England and Wales as a public limited company under registered number 06964804)*

**€ 272,600,000 Class A Asset Backed Floating Rate Notes due 2046**

**€ 267,100,000 Class B Asset Backed Floating Rate Notes due 2046**

**Issue Price of the Notes: 100 per cent.**

Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market. € 272,600,000 Class A Asset Backed Floating Rate Notes due 2046 (the **Class A Notes**) and the € 267,100,000 Class B Asset Backed Floating Rate Notes due 2046 (the **Class B Notes** and, together with the Class A Notes, the **Notes**) will be issued by Gaia Lease Plc (the **Issuer**) on or about the Closing Date (as defined below).

	<u>Class A</u>	<u>Class B</u>
Initial Principal Amount Outstanding:	€ 272,600,000	€ 267,100,000
Issue Price:	100%	100%
Interest Rate:	Three-month EURIBOR	Three-month EURIBOR
	+	+
Margin	Margin	Margin
Margin until Interest Payment Date falling in October 2014	0.20 %	1.00 %
Interest Payment Dates:	Quarterly in arrear on the Interest Payment Dates falling in January, April, July and October in each year	
First Interest Payment Date:	January 2010	January 2010
Final Maturity Date:	Interest Payment Date falling in April 2046	
Expected Ratings (Moody's):	Aaa	Not rated

The ratings address the expected loss posed to investors by the Final Maturity Date. In Moody's opinion the structure allows for timely payment of interest at the applicable rate of interest on each Interest Payment Date on the Class A Notes and the ultimate payment of the Principal Amount Outstanding of the Class A Notes at the Final Maturity Date. The ratings do not address the likelihood of the receipt of any Step-Up Amounts (as defined below). The ratings address only the credit risks associated with the transaction. Other non-credit risks have not been addressed, but may have a significant effect on yield to investors.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if in its judgement, circumstances in the future so warrant (including a withdrawal or a downgrade in the credit rating of the Issuer Transaction Account Bank or the Issuer Account Bank).

The Notes will be in bearer form and in the denomination of €100,000 each and integral multiples of €1,000 in excess thereof and will be governed by English law. The Notes of each

class will initially be in the form of a temporary global note (each a **Temporary Global Note**) of such class, without interest coupons, which will be delivered on or around the Closing Date to a common safekeeper for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). The Temporary Global Note of each class of Notes will be exchangeable, in whole or in part, for interests in a permanent global note (each a **Permanent Global Note** and, together with a Temporary Global Note, the **Global Notes**) of that class of Notes, in bearer form without interest coupons or talons, not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership. Each Permanent Global Note will be exchangeable in certain limited circumstances in whole, but not in part, for Class A Notes or Class B Notes (as the case may be) in definitive form in denominations equal to the minimum denomination of the Notes and with interest coupons attached.

The Global Notes are intended to be held in a manner which will allow Eurosystem eligibility. This simply means that the Global Notes are intended upon issue to be deposited with one of Euroclear or Clearstream, Luxembourg (together the **ICSDs**) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Prospectus has been approved by the Irish Financial Services Regulatory Authority (the **Financial Regulator**), as competent authority under Directive 2003/71/EC (the **Prospectus Directive**). The Financial Regulator only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. This Prospectus constitutes a prospectus for the purposes of the Prospectus Directive. 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.

The Notes will be subject to mandatory partial redemption and to optional redemption in whole, in both cases before the Final Maturity Date, in the specific circumstances, and subject to the conditions, described in the terms and conditions of the Notes (the **Conditions**) set out herein.

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

**The Notes will be obligations of the Issuer only and will not be guaranteed by, or be the responsibility of, any other person. It should be noted, in particular, that the Notes will not be obligations or responsibilities of, and will not be guaranteed by, the Arranger, the Trustee, the Seller, the Originator, the Servicer, the Initial Subscriber, the Subordinated Loan Provider, the Data Custodian, the Paying Agent, the Agent Bank, the Cash Manager, the Issuer Account Bank, the Issuer Transaction Account Bank, the Corporate Services Provider or the Share Trustee (each as defined elsewhere in this Prospectus).**

**For a discussion of certain risks and other factors which should be considered in connection with an investment in the Notes, see the section herein entitled *Risk Factors*.**



The date of this Prospectus is 13 August 2009.

## RESPONSIBILITY STATEMENTS

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR ANY U.S. STATE SECURITIES LAWS. THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS THE NOTES ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the **SEC**), any U.S. state securities commission or any other regulatory authority nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Prospectus. Any representation to the contrary is unlawful.

Except where another party referred to below accepts responsibility for certain information, the Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. This statement does not prejudice any liability which may arise under English law. The Issuer further confirms that this Prospectus contains all information which is material in the context of the issue of the Notes, that such information contained in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in it are honestly held by it and that there are no other facts the omission of which makes this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect and all proper enquiries have been made to ascertain and to verify the foregoing. The Issuer accepts responsibility accordingly and the Issuer has confirmed to the Arranger that the Issuer accepts such responsibility.

Piraeus Leasing Societe Anonyme (Piraeus Leases S.A.) (**Piraeus Leases**) (in its capacity as the **Originator**, the **Seller**, the **Servicer** and the **Initial Subscriber**) accepts responsibility for the information in this Prospectus relating to itself, the Receivables Sale Agreement, the Servicing Agreement, the Subscription Agreement and all information relating to the Portfolio in the sections headed *Description of the Provisional Portfolio* and *The Seller, the Originator, the Initial Subscriber and the Servicer* (together the **Piraeus Leases Information**) and such Piraeus Leases Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Originator, the Seller, the Initial Subscriber and the Servicer as to the accuracy or completeness of any information contained in this Prospectus (other than the Piraeus Leases Information) or any other information supplied in connection with the Notes or their distribution.

Piraeus Bank S.A. (**Piraeus Bank** and the **Issuer Account Bank**) accepts responsibility for the information in this Prospectus relating to itself in the section headed *The Issuer Account Bank* (the **Issuer Account Bank Information**). To the best of the knowledge and belief of the Issuer Account Bank (which has taken all reasonable care to ensure that such is the case),

the Issuer Account Bank Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Issuer Account Bank as to the accuracy or completeness of any information contained in this Prospectus (other than the Issuer Account Bank Information) or any other information supplied in connection with the Notes or their distribution.

Citibank, N.A., London Branch (the **Issuer Transaction Account Bank**) accepts responsibility for the information in this Prospectus relating to itself in the section headed *The Issuer Transaction Account Bank* (the **Issuer Transaction Account Bank Information**). To the best of the knowledge and belief of the Issuer Transaction Account Bank (which has taken all reasonable care to ensure that such is the case), the Issuer Transaction Account Bank Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Issuer Transaction Account Bank as to the accuracy or completeness of any information contained in this Prospectus (other than the Issuer Transaction Account Bank Information) or any other information supplied in connection with the Notes or their distribution.

The Notes will be obligations solely of the Issuer and will not be obligations of, and will not be guaranteed by, and will not be the responsibility of, any other entity. In particular, the Notes will not be the obligations of, and will not be guaranteed by, the Arranger, the Originator, the Seller, the Servicer, the Initial Subscriber, the Cash Manager, the Trustee, the Data Custodian, the Paying Agent, the Agent Bank, the Issuer Account Bank, the Issuer Transaction Account Bank, the Corporate Services Provider, the Subordinated Loan Provider or the Share Trustee (each as defined below) (the **Transaction Parties**).

None of the Transaction Parties have separately verified the information contained in this Prospectus other than the Piraeus Leases Information in relation to the Servicer, the Initial Subscriber, the Seller and the Originator, the Issuer Account Bank Information in relation to the Issuer Account Bank, and the Issuer Transaction Account Bank Information in relation to the Issuer Transaction Account Bank. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Transaction Parties as to the accuracy or completeness of the information contained in this Prospectus or any other information supplied in connection with the Notes. Each person receiving this Prospectus acknowledges that such person has not relied on any of the Transaction Parties nor on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

This Prospectus includes forward-looking statements including, but not limited to, statements made under the headings *Risk Factors*, *Servicing of the Portfolio and Taxation*. These forward-looking statements can be identified by the use of forward-looking terminology, such as the words "believes", "expects", "may", "intends", "should" or "anticipates" or the negative or other variations of those terms. These statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results and performance of the Notes or Piraeus Leases to differ materially from any future results or performance expressed or implied in the forward-looking statements. These risks, uncertainties and other factors include, among others general economic and business conditions in Greece, currency exchange and interest rate fluctuations, government, statutory, regulatory or administrative initiatives affecting Piraeus Leases, changes in business strategy, lending practices or customer relationships and other factors that may be referred to in this Prospectus. Some of

the most significant of these risks, uncertainties and other factors are discussed in this Prospectus under the heading *Risk Factors*, and you are encouraged to carefully consider those factors prior to making an investment decision in relation to the Notes.

### **Representations about the Notes**

No person has been authorised to give any information or to make any representations, other than those contained in this Prospectus, in connection with the issue and sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by any of the Transaction Parties. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

No action has been taken by the Issuer, the Initial Subscriber or the Arranger other than as set out in this Prospectus that would permit a public offer of the Notes in any country or jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus (nor any part hereof) nor any form of application, advertisement or other offering materials may be issued, distributed or published in any country or jurisdiction except in circumstances that will result in compliance with applicable laws, orders, rules and regulations, and the Issuer, the Initial Subscriber and the Arranger have represented that all offers and sales by them have been made on such terms.

Each person receiving this Prospectus shall be deemed to acknowledge that (i) such person has been afforded an opportunity to request from the Issuer, and to review, and has received, all additional information which it considers to be necessary to verify the accuracy and completeness of the information herein, (ii) such person has not relied on the Arranger or any person affiliated with the Arranger in connection with its investigation of the accuracy of such information or its investment decision, and (iii) except as provided pursuant to clause (i) above, no person has been authorised to give any information or to make any representation concerning the Notes offered hereby except as contained in this Prospectus, and, if given or made, such other information or representation should not be relied upon as having been authorised by the Issuer or the Arranger.

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

It should be remembered that the price of securities and the income from them can go down as well as up.

**The contents of this Prospectus should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes.**

### **Selling Restrictions Summary**

This Prospectus does not constitute an offer of, or an invitation by or on behalf of, any of the Transaction Parties to subscribe for or purchase any of the Notes and this document may not be used for or in connection with an offer to, or a solicitation of an offer by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions is restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of the Notes and on distribution of this Prospectus and other offering material relating to the Notes, see *Subscription And Sale* herein.

## **Currency**

In this Prospectus, unless otherwise specified, references to **€**, **EUR** or **euro** are to the lawful currency of the member states of the European Union participating in Economic and Monetary Union as contemplated by the Treaty establishing the European Communities as amended by, *inter alia*, the Treaty on European Union (the **Treaty**).

In this Prospectus, unless otherwise specified, references to **£**, **pounds** or **pounds sterling** are to the lawful currency for the time being of the United Kingdom.

In this Prospectus, unless otherwise specified, references to **Greece**, the **Republic**, the **Republic of Greece**, the **Greek State** or the **State** are to the Hellenic Republic and all references to the **Government** are to the government of the Hellenic Republic.

**Noteholders (as defined herein) must comply with the laws of the Hellenic Republic relating to personal data protection with regard to the Receivables Contracts following a default by the Issuer.**

Certain figures included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

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## OVERVIEW

*The information in this section is an overview of the principal features of the issue of the Notes. This overview does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Prospectus.*

*Capitalised terms used in this section and throughout this Prospectus may be defined in other sections of this Prospectus and may not necessarily be defined where they first appear. An index of defined terms is contained at the end of this Prospectus.*

### The Parties

The Issuer: Gaia Lease Plc c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK, a public limited company incorporated in England and Wales (registered number 06964804) (the **Issuer**) has been established for the limited purposes of the issue of the Notes, the purchase of the Receivables, the related Ancillary Rights and Related Security and entering into the Transaction Documents to which it is a party. The Issuer's authorised share capital consists of 50,000 ordinary shares of £1 each. The issued share capital consists of 50,000 ordinary shares allotted with £ 12,499.50 paid up. All of the Issuer's share capital is held directly or indirectly by the Share Trustee.

The Servicer: Piraeus Leasing Societe Anonyme (Piraeus Leases S.A.) with registered offices at 27 Sinopis str. Athens Greece, a financial leasing company incorporated in the Hellenic Republic as a *societe anonyme* by virtue of Greek law 2190/1920 and operating as a leasing company by virtue of Greek law 1665/1986, as currently in force (**Piraeus Leases**) will act as agent for the Issuer to, *inter alia*, service the Portfolio (in such capacity, the **Servicer**) in accordance with the terms of a servicing agreement to be entered into between the Issuer, the Trustee and the Servicer on or about the Closing Date (the **Servicing Agreement**).

For more detailed information see *Servicing of the Portfolio* below.

The Data Custodian: Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK, a private limited liability company incorporated in England and Wales (registered number 02548079) will act as data custodian agent for the Issuer undertaking to receive and store a copy of the Quarterly Servicer Report (in such capacity, the **Data Custodian**) in accordance with the terms of a data custodian agreement to be entered into between the Issuer, the Trustee and the Data Custodian on or about the Closing Date (the **Data Custodian Agreement**).

The Initial Subscriber: Piraeus Leases with registered offices at 27 Sinopsis str. Athens Greece, a financial leasing company incorporated in the Hellenic Republic as a *societe anonyme* by virtue of Greek law 2190/1920 and operating as a leasing company by virtue of Greek law 1665/1986, as currently in force will act as an initial Note purchaser (in such capacity, the **Initial Subscriber**) in accordance with the terms of a subscription agreement to be entered into between the Issuer, the Arranger and the Initial Subscriber and Piraeus Bank S.A. in its capacity as parent on or about the Closing Date (the **Subscription Agreement**).

For more detailed information see *Subscription an Sale* section below.

The Originator and the Seller: Piraeus Leases (in such capacity, the **Seller**). Piraeus Leases is, in the business of originating real estate, vehicle and equipment leases under the Greek law 1665/1986 as currently in force or amended from time to time (the **Financial Leasing Law**).

For more detailed information see *The Seller* below.

The Seller will sell its rights, title, interest and benefit in, to and under the **Receivables**, originated by Piraeus Leases as originator (in such capacity the **Originator**), to the Issuer pursuant to the Receivables Sale Agreement to be entered into by the Issuer, the Seller and the Trustee on or about the Closing Date (the **Receivables Sale Agreement**). See *Summary of Principal Documents — Receivables Sale Agreement* below.

The Share Trustee: Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK, a private limited liability company incorporated in England and Wales (registered number 02548079) (in such capacity, the **Share Trustee**). The entire issued share capital of the Issuer is held on trust by the Share Trustee for charitable purposes.

The Corporate Services Provider: Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK, a private limited liability company incorporated in England and Wales (registered number 02548079) (in such capacity, the **Corporate Services Provider**) in accordance with the terms of a corporate services agreement to be entered into between the Issuer, the Corporate Services Provider and the Trustee on or about the Closing Date (the **Corporate Services Agreement**).

See *Summary of Principal Documents – Corporate Services Agreement* below.

The Trustee: Citicorp Trustee Company Limited having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London

E14 5LB, United Kingdom (the **Trustee**). The Trustee will be appointed pursuant to the Trust Deed to represent the interests of the Noteholders and to hold the security granted or created, as the case may be, under the Deed of Charge, the Greek Pledge and the Greek law 3156/2003 (published in Government Gazette issue no. 157/A/25.06.03) (the **Securitisation Law**) on behalf of itself, the Noteholders, the Couponholders, the Servicer, the Standby Servicer (following its appointment), the Corporate Services Provider, the Subordinated Loan Provider, the Issuer Account Bank, the Issuer Transaction Account Bank, the Cash Manager, the Paying Agent, the Data Custodian, and the Agent Bank (together, the **Secured Parties**) and will be entitled to enforce the security granted or created, as the case may be, in its favour under the Deed of Charge, the Greek Pledge and the Securitisation Law.

The Paying Agent and the Agent Bank:

Citibank, N.A., London Branch, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom (in such capacities, the **Paying Agent** and the **Agent Bank** and together the **Agents**) acting in accordance with the terms of an agency agreement to be entered into between the Issuer, the Paying Agent, the Agent Bank and the Trustee on or about the Closing Date (the **Agency Agreement**).

The Issuer Account Bank:

Piraeus Bank S.A. (**Piraeus Bank**), with registered offices at 4 Amerikis Street, 105 64 Athens, Greece (the **Issuer Account Bank**) in accordance with the terms of the bank account agreement to be entered into between the Issuer, the Cash Manager, the Issuer Transaction Account Bank, the Issuer Account Bank and the Trustee on or about the Closing Date (the **Bank Account Agreement**).

*See Summary of Principal Documents — Bank Account Agreement below.*

The Issuer Transaction Account Bank:

Citibank, N.A., London Branch, with registered offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom (the **Issuer Transaction Account Bank**) in accordance with the terms of the Bank Account Agreement.

*See Summary of Principal Documents — Bank Account Agreement below.*

The Cash Manager:

Citibank, N.A., London Branch with registered offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom (in such capacity, the **Cash Manager**) in accordance with the terms of a cash management agreement to be entered into between the Issuer, the Cash Manager and the Trustee on or about the Closing Date (the **Cash**

### **Management Agreement).**

See *Summary of Principal Documents — Cash Management Agreement* below.

The Subordinated Loan Provider: Piraeus Bank S.A., with registered offices at 4 Amerikis Street, 105 64 Athens, Greece (in such capacity, the **Subordinated Loan Provider**) in accordance with the terms of a subordinated reserve loan agreement to be entered into between the Issuer, the Subordinated Loan Provider and the Trustee on or about the Closing Date (the **Subordinated Reserve Loan Agreement**).

See *Summary of Principal Documents —Subordinated Reserve Loan Agreement* below.

The Basis Conversion Loan Provider: Piraeus Bank S.A., with registered offices at 4 Amerikis Street, 105 64 Athens, Greece (in such capacity, the **Basis Conversion Loan Provider**) in accordance with the terms of a basis conversion reserve loan agreement to be entered into between the Issuer, the Basis Conversion Loan Provider and the Trustee on or about the Closing Date (the **Basis Conversion Reserve Loan Agreement**).

See *Summary of Principal Documents — Basis Conversion Reserve Loan Agreement* below.

### **Application of Proceeds of the Notes**

Use of Issue Proceeds: The aggregate net proceeds of the issue of the Notes are expected to amount to approximately € 539,700,000. On the Closing Date, this amount will be applied by the Issuer towards payment to the Seller of the Initial Purchase Price for the acquisition of the Initial Portfolio.

The Portfolio: The portfolio purchased from the Seller and owned by the Issuer from time to time (the **Portfolio**) will consist of (a) unsecured and secured (as the case may be) claims (together with the Future Claims and other claims referred to under item (b) below, the **Receivables**) against corporate entities and professional individuals acting in the course of their business activities (together the **Obligors**) arising out of the Receivables Contracts (as defined below), together with their Ancillary Rights and Related Security (as defined below), other than claims in respect of the Residual Value (for the avoidance of doubt any claims in respect of interest accrued on the Residual Value after 10 August 2009 or the relevant Subsequent Purchase Date or Repurchase Date will form part of the Portfolio) and VAT (where applicable) or any other applicable tax; and (b) unsecured future claims arising from the proceeds of any sale by the Seller or otherwise liquidation (in the event of Seller's bankruptcy) of the Lease Assets after the

termination of these Receivables Contracts, other than the sale of a Lease Asset to the relevant Obligor upon exercising of the Obligor's option under the relevant Receivables Contract to purchase the Lease Asset at its Residual Value (the **Future Claims**), including any unsecured and secured (as the case may be) future claims arising out of commercial lease contracts which may come into force between the Seller and a Sub-Lessee and/or any other party, upon termination of a Real Estate Lease Contract, pursuant to the relevant Receivables Documentation and/or the Transaction Documents.

The Receivables Contracts are made between the Seller as lessor and an Obligor as lessee for the leasing within the meaning of the Financial Leasing Law, of three types of assets: real estate, equipment and vehicles (the **Lease Assets**).

The Portfolio will consist of the initial Receivables (the **Initial Receivables** or the **Initial Portfolio**) purchased by the Issuer from the Seller on or about the Closing Date (such date being the **Initial Purchase Date**) and may also comprise from time to time:

(A) Receivables that are transferred to the Issuer to replace Receivables which have been repurchased by the Seller (the **Replacement Receivables**); and

(B) Receivables which are purchased by the Issuer during the Revolving Period (the **Subsequent Receivables**).

All Collections (as defined below) in respect of the Initial Portfolio arising on or after 10 August 2009 but prior to the Closing Date shall form part of the Initial Portfolio and be transferred to the Issuer on the Initial Purchase Date.

The Portfolio will comprise three Sub-Portfolios (the **Sub-Portfolios**):

(a) the **Real Estate Sub-Portfolio** or **Pool 1**, comprising all Receivables arising out of the Real Estate Lease Contracts;

(b) the **Vehicle Sub-Portfolio** or **Pool 2**, comprising all Receivables arising out of the Vehicle Lease Contracts; and

(c) the **Equipment Sub-Portfolio** or **Pool 3**, comprising all Receivables arising out of the Equipment Lease Contracts,

together the Pool A (**Pool A**).

In addition, the Initial Portfolio purchased on the Closing Date will include a fourth Sub-Portfolio (**Pool B**) comprising certain receivables arising out of Real Estate Lease Contracts entered into with the following entities:

(a) Babis Vovos S.A., with whom the Seller has entered into two Real Estate Lease Contracts. The underlying Lease Asset of one of these Real Estate Lease Contracts has been sub-leased by Babis Vovos S.A. to Cosmote S.A. Part of the underlying Lease Asset of the other of such Real Estate Lease Contracts has been sub-leased by Babis Vovos S.A. to Microsoft Hellas S.A. Payments due under the above sub-leases had been assigned, by way of security, to the Seller by Babis Vovos S.A. and the relevant sub-lease payments were directly paid to the Seller until the Closing Date; and

(b) Carrefour-Marinopoulos S.A..

For the avoidance of doubt, during the Revolving Period only Pool A Receivables will be purchased by the Issuer.

The Initial Portfolio will be drawn (in accordance with the criteria summarised below) and will substantially comprise the Receivables (as defined below) contained in, a provisional portfolio of Receivables (the **Provisional Portfolio**) owned and selected (only by application of the Eligibility Criteria) by the Seller as at 9 July 2009 (the **Cut-Off Date**).

Prior to the Closing Date, in forming the Initial Portfolio, the Seller will remove from the Provisional Portfolio all Receivables which (a) are fully repaid, (b) in respect of which Repossession and/or Enforcement Procedures have commenced, (c) do not comply with the representations and warranties set out in the Receivables Sale Agreement (which include meeting the Eligibility Criteria), or (d) need to be removed, randomly, to ensure that the aggregate Principal Outstanding Balance of the Receivables (excluding the Future Claims) comprised in the Initial Portfolio is as close as possible to the aggregate principal amount of the Notes on the Closing Date.

**Principal Outstanding Balance** means, at any time in relation to a Receivable (excluding the respective Future Claim), the principal amount outstanding of such Receivable at such time less (i) any Write Off accrued on such Receivable prior to such time; (ii) the Residual Value and (iii) VAT (where applicable) and/or any applicable tax.

**Write Off** means, in respect to any Collection Period, the outstanding balance of any Principal Losses in respect of which the Servicer has confirmed in writing to the Issuer that further recoveries are unlikely to be made in respect of the relevant Receivables.

Characteristics of the Provisional Portfolio are more fully described under *Description of the Portfolio – Characteristics*

of the *Provisional Portfolio* below.

**The Receivables:**

The Portfolio as at the Cut-Off Date will be selected from, and will substantially comprise, a pool of Receivables owned by the Seller.

The Receivables are in respect of (a) real estate leases (in respect of which, the Rental Element is adjusted by reference to a specific EURIBOR-based floating rate of interest) (each a **Real Estate Lease Contract**), (b) equipment lease contracts (in respect of which, the Rental Element is adjusted by reference to a specific EURIBOR-based floating rate of interest) (each an **Equipment Lease Contract**) (c) vehicle lease contracts (in respect of which, the Rental Element is adjusted by reference to a specific EURIBOR-based floating rate of interest) (each a **Vehicle Lease Contract** and, together with the Real Estate Lease Contracts and the Equipment Lease Contracts, the **Receivables Contracts**), (d) Future Claims arising from the proceeds of any sale by the Seller or otherwise liquidation (in the event of the Seller's bankruptcy) of the Lease Assets after the termination of those Receivables Contracts, and (e) future claims arising from commercial lease contracts which may come into force between the Seller and a Sub-Lessee, upon termination of a Real Estate Lease Contract, pursuant to the relevant Receivables Documentation and/or the Transaction Documents. A pool of such Receivables has been acquired from the Seller by the Issuer on the Initial Purchase Date (and it is expected that the Seller will sell further pools of Receivables to the Issuer on subsequent Interest Payment Dates during the Revolving Period) together with (i) the formative rights that are connected with the assigned Receivables and which refer to the substance of the relationship under the Receivables Contracts (such formative rights including, *inter alia*, the right to adjust the Rental Element as provided under the Receivables Contracts, to terminate the Receivables Contracts and to forfeit any penalty provided in the Receivables Contracts in the event of early termination and/or prepayment under the terms thereof (the **Penalty**)) and under the commercial lease contracts which may come into force between the Seller, a Sub-Lessee and/or any other party upon termination of a Real Estate Lease Contract, pursuant to the relevant Receivables Documentation and/or the Transaction Documents (including the rights to adjust the rental payments thereunder and to terminate such commercial lease contracts) (together, the **Ancillary Rights**), and (ii) their related security (if any) securing payments of any present and future obligations under the Receivables pursuant to the relevant Receivables Documentation, including judicial mortgage pre-notations under article 1274 of the Greek Civil Code (each, a **Pre-Notation**), mortgages (each, a **Mortgage**), guarantees

from third parties (each, a **Guarantee**), letters of guarantee (each, a **Letter of Guarantee**) post dated cheques with a clearing date not greater than 90 days from the due date in respect of Receivables (the **Post Dated Cheques**), floating charges, pledges of all types (including, without limitation, pledges over cash deposits and securities) and assignments of other receivables by way of security (including any proceeds under the sub-leases of the Lease Assets) (together, the **Pledges**), and any other ancillary rights (including proceeds of insurance policies in respect of the Lease Assets and Charged Assets (the **Insurance Proceeds**)) (such Pre-Notations, Mortgages, Guarantees, Letters of Guarantee, Post Dated Cheques, Pledges, Insurance Proceeds and all other privileges and security interests given in respect of the Receivables, and related ancillary rights, the **Related Security**).

Unless the context requires otherwise, any reference herein to a Receivable includes the relevant Ancillary Rights and Related Security.

The Seller will sell and assign its rights, title, interest and benefit in, to and under the Receivables and their Ancillary Rights and Related Security to the Issuer pursuant to and in accordance with (i) the provisions of the Securitisation Law; (ii) the Receivables Sale Agreement; (iii) an endorsement of the Post Dated Cheques already held by the Seller; and (iv) a Greek assignment agreement to be entered into between the Issuer and the Seller on or about the Closing Date (in respect of the Initial Receivables) and on each Repurchase Date and Subsequent Purchase Date in respect of Replacement Receivables and Subsequent Receivables (as the case may be), each such agreement being in the same form (each, a **Greek Assignment Agreement**).

Each Receivable in the Initial Portfolio was owned by the Seller until the Initial Purchase Date. All of the Receivables will comply with the Eligibility Criteria. For a more detailed description of the Receivables comprising the Provisional Portfolio (from which the Portfolio will be selected) see under *Description of the Provisional Initial Portfolio* below.

The Issuer, together with the Trustee, will have the benefit of certain warranties from the Seller relating to the Receivables and their Ancillary Rights and Related Security. In the event of a breach of the warranties in respect of a Receivable or its Ancillary Rights or Related Security given pursuant to the Receivables Sale Agreement, the relevant Receivable, its Ancillary Rights and Related Security will be repurchased by the Seller. The terms and conditions of the sale of the Receivables from the Seller to the Issuer are more fully described under *Summary of Principal Documents* –

*Receivables Sale Agreement* below.

Unless the context requires otherwise, any reference in this Prospectus to a sale or repurchase of a Receivable and its Ancillary Rights and Related Security shall mean a sale or repurchase of the Seller's or, as applicable, the Issuer's rights, title, interest and benefit in, to or under the relevant Receivable and its Ancillary Rights and Related Security.

Under the Financial Leasing Law and Greek law: **(i)** the Real Estate Lease Contracts are executed by Greek notarial deed and are registered with the competent Land Registry or Cadastre (as applicable); **(ii)** the Equipment Lease Contracts may be executed under private instruments; **(iii)** the Vehicle Lease Contracts may be executed under private instruments, save for Vehicles Lease Contracts relating to lorries for public use purposes and tourist buses which are executed by Greek notarial deed and are registered with the competent department of the Greek Ministry of Transport and Communications.

Under the Financial Leasing Law, all Receivables Contracts are registered with the special registry (of Greek law 1038/1949) kept with the competent court of first instance.

**Payments in respect of Receivables:**

The **Collections** in respect of Receivables, are all amounts due under or in respect of the Receivables Contracts and Future Claims from and including 10 August 2009, including (i) payments in respect of the Rental Element, (ii) any interest, including interest accrued on the Residual Value after 10 August 2009 or the relevant Subsequent Purchase Date or Repurchase Date and default interest on the Rental Element on any due date, any reimbursement of costs and expenses of the lessor, (iii) any Penalty, (iv) any Insurance Proceeds or other payments under any Related Security, (v) any recoveries of principal and interest from Obligors under Receivables Contracts being enforced or Receivables Contracts which have been enforced including any proceeds received in respect of Future Claims, (vi) all amounts payable under any commercial lease contracts which may come into force between the Seller, Sub-Lessee and/or any other party upon termination of a Real Estate Lease Contract, and (vii) any other rights pertaining to the Receivables Contracts, but excluding any payments in respect of the Residual Value, and VAT and/or any applicable tax.

The terms of each Receivables Contract are governed by Greek law and the courts of Athens or other competent courts in Greece shall have jurisdiction in relation thereto.

**Rental Element:**

The Rental Element in respect of a Receivables Contract is the amount due by the Obligor on each due date under the

Receivables Contract in respect of the rental of the relevant Lease Asset (consisting of a principal and interest component) and calculated in accordance with the terms of the relevant Receivables Contract.

**Residual Value:**

The Residual Value in respect of a Receivables Contract is the lump sum payable at the maturity of the Receivables Contract by the Obligor, where the Obligor exercises its discretion, to obtain legal and beneficial ownership of the relevant Lease Asset under the Receivables Contract.

**VAT:**

VAT is paid by the Obligor to the Seller together with the Rental Element only in respect of Equipment Lease Contracts and Vehicle Lease Contracts and Real Estate Lease Contracts relating to industrial plants pursuant to Greek law 2859/2000, and then VAT is refunded to the Greek State by the Seller.

After the purchase of the Portfolio by the Issuer, the Seller still remains liable for the collection and payment to the Greek State of VAT applicable to the Receivables.

**Revolving Period:**

Prior to each Interest Payment Date during the Revolving Period (as defined below), the Seller shall notify the Issuer in writing of its intention to sell Subsequent Receivables to the Issuer. Subject to the Subsequent Receivables conforming to the Subsequent Receivables Criteria (which include meeting the Eligibility Criteria and as more fully described under *Summary of Principal Documents - Receivables Sale Agreement* below), the Issuer shall purchase, on each Interest Payment Date during the Revolving Period, the Subsequent Receivables offered for sale by the Seller, using such funds as are available for such purpose in accordance with the Pre-Enforcement Principal Priority of Payments.

**Revolving Period** means the period commencing on the Closing Date and ending on the earlier of:

- (a) the day following the Interest Payment Date falling in October 2011; or
- (b) the date on which a purchase termination event occurs (a **Purchase Termination Event Date**, as defined below).

**Purchase Termination Event Date** means any of the following dates:

- (a) the date on which Piraeus Bank loses Control over Piraeus Leases;
- (b) the date on which an Insolvency Event occurs in

relation to Piraeus Leases;

- (c) the date of revocation of Piraeus Leases' licence as a Greek financial leasing company for any reason;
- (d) the date on which Piraeus Bank ceases to have a long term unsecured, unsubordinated and unguaranteed debt obligation rating of at least Baa3 from Moody's; or
- (e) the date on which, for two consecutive Collection Periods, the Portfolio Arrears Ratio is higher than 4.00 per cent.; or
- (f) the date on which the credit balance of the Reserve Account would fall below the Required Reserve Fund Amount, having taken account of all other payments and provisions to be made on such Interest Payment Date; or
- (g) the Interest Payment Date on which for two consecutive Collection Periods, the Interest Available Funds are insufficient to pay items viii of the Pre-Enforcement Interest Priority of Payments in full; or
- (h) the Interest Payment Date on which, following the purchase of the Subsequent Receivables, the remaining amount of Principal Available Funds together with such amount of the Interest Available Funds as is applied by the Cash Manager on the relevant Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers would be more than 20 per cent. of the Principal Amount Outstanding of the Class A Notes and the Class B Notes; or
- (i) the Interest Payment Date on which a Portfolio Cumulative Default Ratio Trigger Event occurs.

**Portfolio Arrears Ratio** means, on any Calculation Date, the weighted average of the Sub-Portfolio Arrears Ratios calculated as of such Calculation Date.

**Sub-Portfolio Arrears Ratio** means, on any Calculation Date and for each Sub-Portfolio, the ratio, expressed as a percentage (rounded downwards to two decimal places) of:

- (a) the aggregate amount of Arrears within such Sub-Portfolio as at the last day of the relevant Collection Period;

divided by

(b) the aggregate Principal Outstanding Balance of all the Receivables within such Sub-Portfolio as at the last day of the relevant Collection Period.

**Sub-Portfolio Default Ratio** means, on any Calculation Date and for each Sub-Portfolio, the ratio, expressed as a percentage (rounded downwards to two decimal places) of:

(a) the aggregate amount unpaid of the Receivables within such Sub-Portfolio which became Defaulted Receivables during the relevant Collection Period;

divided by

(b) the aggregate Principal Outstanding Balance of all the Receivables within such Sub-Portfolio as at the last day of the relevant Collection Period.

**Portfolio Cumulative Default Ratio Trigger Event** means on each relevant Calculation Date, the Portfolio Cumulative Default Ratio exceeds the percentages set out below:

<b>Calculation Date</b>	<b>CDR</b>
January 2010	2.00%
April 2010	2.00%
July 2010	3.70%
October 2010	4.10%
January 2011	4.70%
April 2011	5.40%
July 2011	6.40%
October 2011	6.50%
Subsequent Interest Payment Dates	6.50%

**Portfolio Cumulative Default Ratio** means, on any Calculation Date, the ratio, expressed as a percentage (rounded downwards to two decimal places) of:

(i) the cumulative aggregate Principal Outstanding Balance of all the Defaulted Receivables since the Closing Date;

**minus**

(ii) the aggregate of all Collections received in respect of the Defaulted Receivables since the Closing Date;

**plus**

(iii) the cumulative aggregate Write Offs since the Closing Date;

**divided by**

(iv) the aggregate Principal Outstanding Balance of the Receivables as at the Closing Date.

**Defaulted Receivable** means a receivable which is 150 Days in Arrears, or which has been referred to the Servicer's non-performing leases division (its **Non-Performing Leases Division**), whichever occurs earlier.

**150 Days in Arrears** means, in respect of a Receivable at any time, that interest or principal payments due remain unpaid for more than 180 days.

**Arrears** means, in respect of any Receivable, any amount in excess of €100 for each Receivables Contract which is outstanding after being due and payable by the relevant Obligor or Guarantor for more than 30 days.

**Description of the Notes**

The Notes:

The € 272,600,000 Class A Asset Backed Floating Rate Notes due 2046 and the €267,100,000 Class B Asset Backed Floating Rate Notes due 2046 to be issued on the Closing Date by the Issuer.

Status, Form and Denomination:

Each Class of Notes (which will be in the denomination of €100,000 each and additional increments of €1,000 in excess thereof, subject to *pro rata* redemption of Notes of the same Class pursuant to the Conditions), will initially be represented by a single Temporary Global Note for that Class without interest or principal Coupons or Talons attached. Interests in each Temporary Global Note will, upon certification as to non-U.S. beneficial ownership, be exchangeable for interests in a Permanent Global Note for that Class on and after the Exchange Date. The Permanent Global Note in respect of each Class will not be exchangeable for Definitive Notes for that Class save in certain limited circumstances. Each Global Note will be in the form of a new global note. The Notes will be in bearer form.

The Global Notes are intended to be held in a manner which will allow Eurosystem eligibility. This simply means that the Global Notes are intended upon issue to be deposited with one of the **ICSDs** as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Notes will constitute limited recourse obligations of the

Issuer. The Notes will be constituted by a trust deed governed by English law to be dated on or about the Closing Date (the **Trust Deed**) and each Class of Notes will be secured by the same security. The Notes of each Class will rank *pari passu* with the other Notes of the same class. The Class B Notes will rank subordinate to the Class A Notes in point of security and as to the payment of interest and principal.

It should be noted that, subject to certain exceptions described below, if amounts are due and payable to the Trustee under the Trust Deed or the Deed of Charge, to the Servicer under the Servicing Agreement, to the Cash Manager under the Cash Management Agreement, to the Issuer Account Bank or the Issuer Transaction Account Bank under the Bank Account Agreement, to the Corporate Services Provider under the Corporate Services Agreement, to any of the Agents under the Agency Agreement, to the Data Custodian under the Data Custodian Agreement or, prior to enforcement of the Security, certain third party creditors of the Issuer, the Issuer's obligations in respect thereof, among others, will rank ahead of its obligations in respect of the Notes.

In connection with the exercise of the powers, trusts, rights, authorities, duties and discretions vested in it by the Trust Deed and/or any other Transaction Document, the Trustee shall:

- (a) except where expressly provided otherwise in these presents or in any other Transaction Document, have regard to the interests of the Class A Noteholders and the Class B Noteholders equally PROVIDED THAT if in the opinion of the Trustee (for so long as there are any Class A Notes outstanding) there is a conflict between the interests of the Class A Noteholders, on the one hand, and the interests of the Class B Noteholders, on the other, it shall have regard only to the interests of the Class A Noteholders but so that this proviso shall not apply in the case of powers, trusts, rights, authorities, duties and discretions:
  - (i) in relation to which it is expressly stated that they may be exercised by the Trustee only if in its opinion the interests of the Noteholders of each Class would not be materially prejudiced thereby; or
  - (ii) the exercise of which by the Trustee relates to any Basic Terms Modification, in which event the Trustee may exercise such powers, trusts, rights, authorities, duties and discretions if it receives from the Noteholders of any Class

which is or may be affected by such Basic Terms Modification, the relevant consent or sanction;

- (b) where it is required to have regard to the interests of the Noteholders (or any Class thereof), have regard to the interests of the Noteholders (or such Class) as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences thereof for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholders be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders; and
- (c) except where expressly provided otherwise, have regard only to the interests of the Noteholders and shall not be required to have regard to the interests of any Other Secured Party or any other person or to act upon or comply with any direction or request of any Other Secured Party or any other person whilst any amount remains owing to any Noteholder.

The Trust Deed will contain provisions limiting the powers of the holders of the Class B Notes (the **Class B Noteholders** and, together with holders of the Class A Notes (the **Class A Noteholders**), the **Noteholders**), *inter alia*, to pass any Extraordinary Resolution (as defined in the Trust Deed) which, in the opinion of the Trustee, may affect the interests of the Class A Noteholders.

The Notes will be obligations of the Issuer only. The Notes will not be obligations or responsibilities of, or guaranteed by, any person other than the Issuer. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Servicer, the Originator, the Seller, the Initial Subscriber, the Arranger, the Subordinated Loan Provider, the Paying Agent, the Agent Bank, the Issuer Account Bank, the Issuer Transaction Account Bank, the Data Custodian, the Cash Manager, the Corporate Services Provider or the Share Trustee.

On and from the Closing Date the obligations of the Issuer will be secured over the assets and undertaking of the Issuer only.

Floating Rate of Interest:

The Notes of each Class will represent entitlements to payment of interest in respect of each successive Interest Period from

the Closing Date at an annual rate in respect of each Class equal to EURIBOR plus the following percentages:

- a) In respect of the Class A Notes:
  - (i) from the period from (and including) the Closing Date up to (but excluding) the Interest Payment Date falling in October 2014 (the **Step-Up Date**), 0.20 per cent. per annum (the **Class A Original Margin**); and
  - (ii) thereafter, 0.75 per cent. per annum (the **Class A Step-Up Margin**), the difference between the amount of interest accruing at the Class A Step-Up Margin and the amount of interest accruing at the Class A Original Margin being the **Class A Step-Up Amounts**.
- (b) In respect of the Class B Notes: 1.00 per cent. per annum (the **Class B Margin**).

Interest Accrual Period:

Interest on the Notes is payable by reference to successive Interest Periods. Interest on the Notes will be payable quarterly in arrear in euro on the 20th day of January, April, July and October in each year (subject to adjustment for non-Business Days) (each an **Interest Payment Date**) commencing on the Interest Payment Date falling in January 2010. The first Interest Period will commence on (and include) the Closing Date and end on (but exclude) the Interest Payment Date falling in January 2010. Each subsequent Interest Period will commence on (and include) an Interest Payment Date and end on (but exclude) the next succeeding Interest Payment Date.

Interest on the Class A Notes for each Interest Period will accrue on their Principal Amount Outstanding at an annual rate equal to the sum of EURIBOR for three-month deposits (save in the case of the payment due on the first Interest Payment Date in respect of which it will be determined by reference to the linear interpolation of the rate for 5 and 6 euro deposits (**Note EURIBOR**) plus, prior to the Step Up Date, the Class A Original Margin and, from and including the Step-Up Date, the Class A Step-Up Margin.

For the avoidance of doubt, the Note EURIBOR for the first Collection Period will be equal to 1.069 per cent.

Interest on the Class B Notes for each Interest Period will accrue on their Principal Amount Outstanding at an annual rate equal to the sum of EURIBOR for three-month deposits (save in the case of the payment due on the first Interest Payment Date in respect of which it will be determined by reference to

Note EURIBOR) plus the Class B Margin.

The Class B Noteholders will only be entitled to receive payments of interest on the Class B Notes on any Interest Payment Date to the extent that the Issuer has funds available for such purpose (and any other items ranking *pari passu* therewith) after making payment on such Interest Payment Date of any liabilities due for payment and ranking in priority to the Class B Notes as described below in *Summary – Application of Funds*. Any interest due on any Class B Notes not paid on an Interest Payment Date will itself accrue interest (at the interest rate then applicable to the Class B Notes) and, together with such accrued interest, will be paid to such Class B Noteholders on subsequent Interest Payment Dates to the extent that the Issuer has funds available for such purpose (and any other items ranking *pari passu* therewith), after paying in full on such Interest Payment Date all payments ranking in priority thereto.

Non-payment of interest in respect of the Class A Notes will constitute an Event of Default and such interest is not subject to deferral. However, any failure to pay the Class A Step-Up Amounts when due will not be an Event of Default in respect of the Class A Notes so long as any Class A Notes are outstanding. Non-payment of interest in respect of the Class B Notes will not constitute an Event of Default and such interest will continue to be subject to deferral until the next Interest Payment Date on which sufficient funds are available to meet such payments.

In addition, if on any Interest Payment Date a Portfolio Cumulative Default Ratio Trigger Event has occurred and is continuing, the Issuer shall defer the payment of interest on the Class B Notes until the next Interest Payment Date on which the Portfolio Cumulative Default Ratio Trigger Event is no longer continuing.

**Withholding Tax:** Payments of interest and principal will be made subject to any applicable withholding or deduction for or on account of any tax (wherever such tax is imposed) and neither the Issuer nor the Paying Agent will be obliged to pay any additional amounts as a consequence.

**Final Redemption:** Unless previously redeemed in full, each Class of Notes will mature at their then Principal Amount Outstanding on the Interest Payment Date falling in April 2046 (the **Final Maturity Date**), together with accrued interest thereon.

**Optional Redemption (in full):** The Notes will be subject to redemption in full (but not in part), at the option of the Issuer on giving not more than 60 and not less than 30 days notice to the Noteholders, in an amount

equal to their Principal Amount Outstanding plus accrued but unpaid interest in each of the following circumstances, on any Interest Payment Date:

- (a) following a Tax Event; or
- (b) falling on or after the Step-Up Date; or
- (c) if on such date the aggregate Principal Amount Outstanding of the Notes is 10 per cent. or less of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date; or
- (d) after it has become unlawful (by reason of a change in law in the Hellenic Republic or the United Kingdom or the interpretation or administration thereof since the Closing Date) for the Issuer to perform its obligations under the Notes or under any of the Transaction Documents,

provided that, in each case, the Issuer will only redeem the Notes on such Interest Payment Date if it is in a position to discharge all its liabilities in respect of the Notes and any amounts to be paid *pari passu* with, or in priority to, the Notes.

**Tax Event** means any of the following:

- (i) any amount is required to be deducted or withheld for or on account of any tax from amounts of interest or principal payable to the Issuer on the Receivables, by reason of a change in law, or a binding change in the interpretation or administration thereof, where such change becomes effective after the Closing Date and/or the Seller and/or the Servicer is required to pay an additional amount to the Issuer as a result of a change in law or a binding change in the interpretation or administration thereof in accordance with the terms of the Receivables Sale Agreement or the Servicing Agreement, as applicable; or
- (ii) the Issuer (or the Paying Agent on its behalf) being obliged to make any withholding or deduction for or on account of tax (wherever imposed) from payments in respect of the Notes;
- (iii) the Issuer becomes subject to taxation or incurs a taxation liability in Greece by reason of a change in law, or a change in the interpretation or administration thereof, where such change becomes effective on or after the Closing Date; or

- (iv) the Issuer incurs a taxation liability in the UK by reason of a change in law or a change in the interpretation or administration thereof, where such change becomes effective on or after the Closing Date and which taxation liability is materially greater than the taxation liability it would have been subject to had such change in law or change in the interpretation or administration thereof not occurred, or
- (v) the Issuer is not or ceases to be charged to United Kingdom corporation tax in accordance with the "specified regulations" as defined in the Taxation of Securitisation Companies Regulations 2006 and, in consequence, its taxation liability is materially greater than would have been the case had it been so charged,

and in the case of (ii) above, the Issuer having been unable (having used reasonable endeavours) to avoid the event described above by arranging the substitution of a company as principal debtor under the Notes, which is incorporated and/or tax resident in another jurisdiction approved in writing by the Trustee, on terms acceptable to the Trustee.

For more information on redemption of the Notes, see *Terms and Conditions of the Notes – Condition 6 (Redemption)* below.

**Principal Amortisation:**

Prior to the enforcement of the Security, Noteholders will be entitled to receive payments of principal in accordance with the Pre-Enforcement Principal Priority of Payments on their respective Classes of Notes on each Interest Payment Date, but only to the extent that the Issuer has funds available for the purpose (and any other items ranking *pari passu* therewith) after making payment, on such Interest Payment Date, of any liabilities due for payment and ranking in priority to payments of principal on such Class of Notes as provided in the Conditions, the Trust Deed, the Cash Management Agreement, the Deed of Charge and the Greek Pledge and in the manner and in the amounts specified below.

**Rating:**

It is expected that the Class A Notes, when issued, will be assigned a Aaa rating by Moody's Investors Services Inc. (**Moody's** or the **Rating Agency**). The Class B Notes will not be rated.

The ratings address the expected loss posed to investors by the Final Maturity Date. In Moody's opinion the structure allows for timely payment of interest at the applicable rate of interest on each Interest Payment Date on the Class A Notes and the ultimate payment of the Principal Amount Outstanding of the Class A Notes at the Final Maturity Date. The ratings do not

address the likelihood of the receipt of any Step-Up Amounts. The ratings address only the credit risks associated with the transaction. Other non-credit risks have not been addressed, but may have a significant effect on yield to investors.

A credit rating for a security is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if in its judgement, circumstances in the future so warrant (including a withdrawal or a downgrade in the credit rating of the Issuer Transaction Account Bank or the Issuer Account Bank).

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

**Purchases:** The Issuer is not permitted to purchase the Notes.

**Governing Law of the Notes:** English.

**Security for the Notes:** The Notes will have the benefit of security that is granted, or created, as the case may be:

1. by a pledge operating by law over the Issuer's interest in the Receivables and their Related Security and in the Servicer Collection Account pursuant to paragraph 18, article 10 of the Securitisation Law; and
2. pursuant to a deed of charge between, among others, the Issuer and the Trustee for the benefit of the Trustee, the Noteholders and all of the Other Secured Parties (the **Deed of Charge**) which will create the following English law security interests:
  - (i) a first fixed priority charge over the Issuer's right, title, interest and benefit, present and future, in and to all moneys now or at any time standing to the credit of the Issuer Transaction Account; and
  - (ii) first fixed priority security assignments over the Issuer's right, title and interest in the following English law governed documents:
    - (A) the Agency Agreement;
    - (B) the Receivables Sale Agreement;
    - (C) the Cash Management Agreement;

- (D) the Subscription Agreement;
- (E) the Servicing Agreement;
- (F) the Data Custodian Agreement;
- (G) the Subordinated Reserve Loan Agreement;
- (H) the Basis Conversion Reserve Loan Agreement;
- (I) the Corporate Services Agreement;
- (J) the Bank Account Agreement;
- (K) the Issuer-ICSDs Agreement;
- (L) the Master Execution Deed; and
- (M) all other agreements, contracts, deeds and instruments to which the Issuer is a party now or will be a party from time to time; and

(iii) first fixed priority security over the Issuer's right, title, interest and benefit in and to any Authorised Investments made from time to time by or on behalf of the Issuer using moneys standing to the credit of the Issuer Transaction Account and all moneys, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies for enforcing the same; and

(iv) a floating charge over any rights or assets of the Issuer not secured by the above; and

3. pursuant to a Greek accounts pledge agreement between, among others, the Issuer and the Trustee for the benefit of the Trustee, the Noteholders and all of the Other Secured Parties (the **Greek Pledge**) which will create a first rank pledge over the Issuer Bank Accounts and all present and future, actual or contingent, rights and claims of the Issuer under or in connection with the Issuer Bank Accounts, including interest, as well as proceeds related to, or arising from the Issuer Bank Accounts.

The pledges, charges and assignments referred to in paragraphs 1, 2 and 3 above are together the **Security**.

The documents referred to in paragraphs 2 and 3 above, together with the Trust Deed and the Greek Assignment Agreement, are referred to as the **Transaction Documents**.

## **Other Agreements**

### **Servicing Agreement:**

Under the Servicing Agreement, the Servicer will agree to provide to the Issuer certain administration services. Such services will include administering and enforcing the Receivables Contracts, the collection of the Receivables and the storing and safe-keeping of all documents relating to the Receivables, their Ancillary Rights and Related Security, maintaining all such licences, approvals, authorisations and consents as may be necessary in connection with the performance of the administration and arranging for prepayments of the Receivables.

A standby servicer (the **Standby Servicer**) will be appointed by the Issuer (i) if Piraeus Bank loses Control over Piraeus Leases to an entity which does not have a long term unsecured, unsubordinated and unguaranteed debt obligation rating of at least Baa3 from Moody's or if no entity exercises Control over Piraeus Leases (a **Change of Control Event**) or (ii) if Piraeus Bank or, if Piraeus Bank has lost Control over Piraeus Leases, such other entity which exercises Control over Piraeus Leases, ceases to have a long term unsecured, unsubordinated and unguaranteed debt obligation rating from Moody's of at least Baa3 (a **Controlling Shareholder Downgrade Event**).

**Control** over an entity means the direct or indirect holding of at least 2/3rds of the share capital of such entity.

The Standby Servicer will, following a Servicer Termination Event (as defined below) replace Piraeus Leases as Servicer under the Servicing Agreement. As long as the Standby Servicer has not taken over the services of the Servicer, the Standby Servicer will be entitled to receive the Standby Servicer Fee (payable in accordance with the relevant Priority of Payments) following its appointment as Standby Servicer in such an amount as may be agreed between the Issuer and the Standby Servicer. Unless and until a Servicer Termination Event has occurred, the Standby Servicer will act solely in a standby role.

See *Servicing of the Portfolio* below.

### **Data Custodian Agreement:**

Under the Data Custodian Agreement, the Data Custodian will agree to retain a copy of the most recent Quarterly Servicer Report and a database containing certain information related to

the Portfolio in CD-Rom format.

See *Summary of the Principal Documents - Data Custodian Agreement* below

Subordinated Reserve Loan Agreement:

The Subordinated Loan Provider will, pursuant to the terms of the Subordinated Reserve Loan Agreement, make a subordinated reserve loan (the **Subordinated Reserve Loan**) to the Issuer.

The Subordinated Reserve Loan will be for an amount of € 51,271,500 and will be fully drawn by the Issuer on the Closing Date in order to fund the Initial Reserve Fund Amount.

Interest on the Subordinated Reserve Loan will be paid, and principal repaid, by the Issuer on each Interest Payment Date or, following enforcement of the Security, on any Business Day from Interest Available Funds or Available Security Funds, as the case may be subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

All amounts outstanding under the Subordinated Reserve Loan will be due and payable on the Final Maturity Date or on such earlier date as the Notes are repaid in full.

See *Summary of Principal Documents —Subordinated Reserve Loan Agreement* below.

Basis Conversion Reserve Loan Agreement:

The Basis Conversion Loan Provider will, pursuant to the terms of the Basis Conversion Reserve Loan Agreement, make a basis conversion reserve loan (the **Basis Conversion Reserve Loan**) to the Issuer.

The proceeds of the Basis Conversion Reserve Loan will be used by the Issuer to fund the Basis Conversion Reserve Fund, as defined below.

A drawing will be made under the Basis Conversion Reserve Loan by the Issuer on the Calculation Date immediately following the date (the **Rating Downgrade Date**) on which Piraeus Bank's short-term unsecured, unsubordinated and unguaranteed debt rating falls below P-1 by Moody's (the **Rating Downgrade**).

The amount drawn will correspond to the aggregate Basis Conversion Reserve Required Amounts on the relevant Calculation Date for each of the Receivables Contract in respect of which one or more Basis Conversion(s) has occurred at any time.

The amounts drawn under the Basis Conversion Reserve Loan Agreement will constitute a borrowing under it (the **Basis Conversion Reserve Loan**). Once drawn the Basis Conversion Reserve Loan will be paid into the Basis Conversion Reserve Account and such amount together with any other amounts standing to the credit of the Basis Conversion Reserve Account will constitute a fund (the **Basis Conversion Reserve Fund**).

On each subsequent Calculation Date a further drawing shall be made in the event that the aggregate Basis Conversion Reserve Required Amounts on such Calculation Date exceed the amount of the Basis Conversion Reserve Fund.

**Basis Conversion Reserve Required Amount** means on each Calculation Date, in the case of a Receivables Contract in respect of which one or more Basis Conversion(s) has occurred at any time, an amount representing the excess in interest paid by the Obligor as a result of this Basis Conversion from the date when the first Basis Conversion has occurred, to the earlier of (a) the date of the most recent effective payment under the Receivables Contract and (b) the date on which the rate of interest or the adjustment reference rate charged under the Receivables Contract reverts to the Contractual Rate or the Adjustment Reference Rate of 1 month EURIBOR, plus any applicable default interest (as defined below), less any indemnity payment made by the Seller under the Receivables Sale Agreement in respect of any claim which the Obligor has in respect of the Basis Conversion and applicable default interest. The Basis Conversion Reserve Required Amount will be calculated on the last Business Day of each Collection Period by the Servicer as set out below:

$$\sum_{i=1}^n [(a_i - b_i) - I_i] * (1 + d)^k$$

where:

"i" refers to each successive Collection Period following the occurrence of the first Basis Conversion (a "Relevant Collection Period"), except that the first Relevant Collection Period will be the period from and including the date on which the first Basis Conversion has occurred under the relevant Receivables Contract to the Closing Date.

"a<sub>i</sub>- b<sub>i</sub>" refers to the excess interest payment made by the Obligor in each Relevant Collection Period (each an "Excess Payment").

"a<sub>i</sub>" equals the actual interest collections invoiced to the Obligor calculated on the basis of the 3 month EURIBOR applied to the relevant Receivables Contract during the Relevant Collection Period.

"b<sub>i</sub>" equals the amount of interest that would have been charged under the relevant Receivables Contract on the basis of the Contractual Rate or the Adjustment Reference Rate of 1 month Euribor during the Relevant Collection Period.

"I<sub>i</sub>" is any indemnity payment (excluding the portion of it corresponding to default interest payment) made by the Seller under the Receivables Sale Agreement in respect of an Excess Payment made by the Obligor during such Relevant Collection Period.

"d" is the maximum default interest rate (expressed as an annual rate) established under Greek law, as published by the Bank of Greece and the Ministry of Justice between the Closing Date and the Calculation Date on which the Basis Conversion Reserve Required Amount is being calculated.

"k" is the time period, expressed in years, during which "d" is applied and is the time between the Calculation Date during the immediately preceding Relevant Collection Period and the date on which the Basis Conversion Reserve Required Amount is calculated except in the case of the first Relevant Collection Period where this will be the time between the Closing Date and the date on which the Basis Conversion Reserve Required Amount is first calculated.

**Basis Conversion** means the conversion by the Seller of the Contractual Rate or the Adjustment Reference Rate charged in respect of a Receivables Contract to a rate or an adjustment reference rate determined on an alternative basis that is not contractually agreed between the parties.

If, following a Rating Downgrade Date and for so long as such Rating Downgrade is continuing, an amount is claimed by an Obligor in respect of a Basis Conversion, an amount equal to the amount of such claim will be withdrawn from the Basis Conversion Reserve Account and applied by the Issuer in satisfying such claim.

Interest on the Basis Conversion Reserve Loan will be paid by the Issuer on each Interest Payment Date or, following enforcement of the Security, on any Business Day from Interest Available Funds or Available Security Funds, as the case may be subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable. Interest or other income earned by the Issuer on the amounts standing to the credit of the Basis Conversion Reserve Account will be transferred to the Issuer Transaction Account on every Calculation Date and will form part of the Available Funds.

Prior to the Rating Downgrade Date, a commitment fee of €1,000 per annum will be payable by the Issuer in respect of the Basis Conversion Reserve Loan in accordance with item (xiv) of the Pre-Enforcement Interest Priority of Payments (the **Basis Conversion Commitment Fee**).

The principal amount of the Basis Conversion Reserve Loan will be repaid in full (but the Basis Conversion Reserve Facility Commitment, as defined below, will not be affected) on the Interest Payment Date following the date on which Piraeus Bank's short-term unsecured, unsubordinated and unguaranteed debt rating increases to P-1 by Moody's (the **Rating Upgrade**), from Available Funds or Available Security Funds, as the case may be subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

All amounts outstanding under the Basis Conversion Reserve Loan are additionally repayable from amounts standing to the credit of the Basis Conversion Reserve Account if the Seller makes an indemnity payment under the Receivables Sale Agreement to the Issuer in respect of any final (*telesidiki*) claim which an Obligor has in respect of a Basis Conversion. In this situation, the Issuer shall make a repayment of the Basis Conversion Reserve Loan in an amount equal to the difference between the Basis Conversion Reserve Required Amount in respect of the relevant Receivables Contract prior to such indemnity payment and the Basis Conversion Reserve Required Amount in respect of such Receivables Contract immediately after this indemnity payment.

All amounts outstanding under the Basis Conversion Reserve Loan will be due and payable on the Final Maturity Date or on such earlier date as the Notes are repaid in full, subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

The Basis Conversion Reserve Facility Commitment (or, if drawn, the Basis Conversion Reserve Loan) will be cancelled (and/or, as the case may be, the principal amount of the Basis Conversion Reserve Loan repaid) in full on the earlier of:

- (a) the date falling twenty years after the Final Maturity Date; and
- (b) the date on which:
  - (i) prior to the enforcement of the Security, the Trustee or, if all Notes have been redeemed in full, the Issuer, is satisfied (in each case in its absolute discretion) that the Issuer has no further actual or contingent liabilities in respect of any claims by any Obligor in respect of any Basis Conversion;
  - (ii) following the enforcement of the Security, the date on which the Trustee or, if all the liabilities owing by the Issuer to the Secured Parties under the Transaction Documents have been discharged in full and the Security released, the Issuer is satisfied (in each case in its absolute discretion) that no further withdrawals from the Basis Conversion Reserve Account are required to be made by the Cash Manager, in respect of amounts that Obligors may claim on the grounds of any Basis Conversion, in accordance with the Cash Management Agreement.

**Basis Conversion Reserve Facility Commitment** means an amount equal to the aggregate Basis Conversion Reserve Required Amounts for each of the Receivables Contracts in respect of which a Basis Conversion has occurred, as calculated by the Servicer on each Calculation Date.

See *Summary of Principal Documents —Basis Conversion Reserve Loan Agreement* below.

Servicer Collection Account:

The Servicer will open and maintain with the Issuer Account Bank a bank account in the name of the Issuer to be designated as the collection account under Paragraph 15 of Article 10 of the Securitisation Law (the **Servicer Collection Account**). The Servicer will be required, pursuant to the Servicing Agreement, to procure that all Collections are credited to the Servicer Collection Account by 5:00 p.m. (Athens time) on the next Transfer Business Day.

The Collections will be credited to the Servicer Collection Account less deductions made by the Servicer in accordance with the Servicing Agreement (in respect of certain legal expenses associated with the ongoing servicing of the Receivables) and promptly, and in any case within 1 Business Day, upon receipt or collection of these amounts by the Servicer. The Collections will be transferred by the Issuer Account Bank from the Servicer Collection Account to the Issuer Collection Account at or about 5:00 p.m. (Athens time) on the Transfer Business Day immediately following the day on which the Collections have been credited to the Servicer Collection Account.

(For the avoidance of doubt, the Collections will not include any VAT deducted by the Servicer or any substitute servicer and returned to the Seller for refund to the Greek State.)

If the Servicer ceases to have a Controlling Shareholder or has a Controlling Shareholder that does not have a long term unsecured, unsubordinated and unguaranteed debt obligation rating of at least Baa3 from Moody's, the Servicer must, by 7.00 pm GMT on the day of such loss of rating, immediately notify the Cash Manager and the Issuer of such event, transfer all the Collections to the Issuer Collection Account (by the Issuer Account Bank acting on instructions from the Issuer) and at its own cost notify each Obligor and Sub-Lessee that they should, with immediate effect, make payments in respect of any Receivables due under their Receivables Contract(s) or Receivables Documentation (as applicable) into the Issuer Collection Account.

The Servicer Collection Account will, pursuant to the Securitisation Law, be segregated from all other accounts held in the name of other customers of Issuer Account Bank and only amounts which relate to the Portfolio will be paid into the Servicer Collection Account (for additional detail, see *Servicing of the Portfolio*).

**Controlling Shareholder** means Piraeus Bank or such other entity that exercises Control over Piraeus Leases.

A **Transfer Business Day** is a day on which the Servicer and the Issuer Account Bank are open for business in Athens and banks are generally open for business in London.

If a substitute servicer which is not a credit institution for the purposes of law 3601/2007 of the Hellenic Republic is appointed, such substitute servicer will be required to appoint an Eligible Bank in a jurisdiction in which such bank needs to be located for the purposes of paragraph 15, article 10 of the Securitisation Law and that is satisfactory to the Trustee to open and operate the Servicer Collection Account in the name of the Issuer.

**Eligible Bank** means a bank that has a short-term unsecured, unguaranteed and unsubordinated debt rating of no less than P-1 by Moody's.

If the relevant bank appointed by the substitute servicer ceases to be an Eligible Bank, the Issuer will use reasonable endeavours to move the Servicer Collection Account to an Eligible Bank within 30 days after such event occurs.

Collections standing to the credit of the Servicer Collection Account accrue interest on an annual basis at such rate as may be agreed between the Issuer and the Issuer Account Bank or any relevant Eligible Bank.

Such accrued interest (the **Collection Account Income**) will be transferred net of any withholding tax, at the instructions of the Servicer by the Issuer Account Bank to the Issuer Collection Account on or about the first day of each calendar month, or if such date is not a Transfer Business Day, on the immediately preceding Transfer Business Day.

The Servicer will on each Quarterly Servicer Report Date supply to the Cash Manager a report setting out the amount of the Collection Account Income transferred to the Issuer Collection Account during the Collection Period ending immediately before such Quarterly Servicer Report Date.

Issuer Collection Account: The Issuer will, on or about the Closing Date, open and maintain a designated bank account (the **Issuer Collection Account** and together with the Reserve Account, the Basis Conversion Reserve Account and any other account in which the Issuer may have an interest from time to time (except for the Issuer Transaction Account), the **Issuer Bank Accounts**) with the Issuer Account Bank in Greece under the Bank Account Agreement, into which all amounts received by the Issuer (including all amounts received in respect of the Receivables (other than as provided above)) and funds transferred from the Servicer Collection Account will be paid. One Business Day before each Interest Payment Date, all monies standing to the credit of the Issuer Collection Account will be transferred to the Issuer Transaction Account (as defined below).

Issuer Transaction Account: The Issuer will, on or about the Closing Date, open and maintain a designated bank account (the **Issuer Transaction Account**) with the Issuer Transaction Account Bank under the Bank Account Agreement, into which funds transferred from the Issuer Collection Account and income from Authorised Investments will be paid and from which the Issuer will make all payments required to be made by it (including payments under the Notes).

The Issuer Transaction Account Bank will, prior to each Calculation Date supply to the Cash Manager a report setting out the amount of the IBA Income for the Collection Period ending immediately prior to such Calculation Date.

**Authorised Investment** means any security (with the exception of mutual funds securities), investment or deposit satisfying the Investment Criteria, purchased or made on behalf of the Issuer by the Cash Manager (on a non-discretionary basis) using funds available in the Issuer Transaction Account (including any accrued interest) which is repayable or matures (as applicable) on or before the Interest Payment Date immediately following the date on which such security or investment is acquired or such deposit is made, or on demand, and where the proceeds receivable in accordance with the terms of such Authorised Investment upon its maturity are no less than the sum so invested or deposited.

**Calculation Date** means the date in each quarter falling two days (other than Saturdays or Sundays) before each Interest Payment Date, on which banks are open for business in London, Athens and Dublin, and on which calculations are made for an Interest Period ending on the immediately succeeding Interest Payment Date by reference to the determinations made on the immediately preceding Calculation Date.

**IBA Income** means, in respect of a Collection Period, the aggregate of the interest received from time to time on the balance on the Issuer Transaction Account and the income received in respect of Authorised Investments prior to the Quarterly Servicer Report Date immediately following such Collection Period.

**Investment Criteria** means any euro denominated senior, unsubordinated debt security, investment, commercial paper or other debt instrument issued by, or fully and unconditionally guaranteed by an institution with a long-term unsecured, unsubordinated and unguaranteed debt obligation rating of at least A1 by Moody's and a short-term unsecured, unsubordinated and unguaranteed debt obligation rating of at least P-1 by Moody's.

Reserve Account:

The Issuer will, on the Closing Date, open and maintain a designated bank account (the **Reserve Account**) with the Issuer Account Bank under the Bank Account Agreement.

The Reserve Account will be funded on the Closing Date in the amount of € 51,271,500 (the **Initial Reserve Fund Amount**) from the proceeds of the Subordinated Reserve Loan, being equal to 9.50 per cent. of the Principal Amount Outstanding of the Notes at the Closing Date.

Subject to all of the Performance Criteria being met, the amount standing to the credit of the Reserve Account will decrease on each Interest Payment Date following the date on which the Performance Criteria have been satisfied but shall never be less than an amount (the **Required Reserve Fund Amount**) equal to (i) the Initial Reserve Fund Amount or, (ii) subject to all of the Performance Criteria being met on each Interest Payment Date following the date on which the Performance Criteria have been satisfied, to the greater of:

- (a) 9.50 per cent. of the Principal Amount Outstanding of the Notes on such Interest Payment Date; and
- (b) €20,000,000.00,

provided that if any one of the conditions set out in paragraphs (a), (b) and (c) of the Performance Criteria is not satisfied on any Calculation Date, the Required Reserve Fund Amount will remain at the level at which it was on the immediately preceding Interest Payment Date. The Reserve Account will be replenished on each Interest Payment Date subject to and in accordance with the Pre-Enforcement Interest Priority of Payments to the extent the balance of the Reserve Account has fallen or is below the Required Reserve Fund Amount for such Interest Payment Date.

The amount standing to the credit of the Reserve Account will be recorded in two ledgers, the **Liquidity Ledger** and the **Credit Ledger**.

On the Closing Date and on each subsequent Interest Payment Date, an amount equal to 78.95 per cent. of the Required Reserve Fund Amount will be recorded in the Credit Ledger and an amount equal to 21.05 per cent. of the Required Reserve Fund Amount will be recorded in the Liquidity Ledger.

For the avoidance of doubt, the amount standing to the credit of the Liquidity Ledger will always be equal to 21.05 per cent. of the Required Reserve Fund Amount.

Amounts standing to the credit of the Reserve Account will be applied on each Interest Payment Date as follows:

- (i) firstly, amounts standing to the credit of the Credit Ledger will be transferred to the Issuer Transaction Account one Business Day before each Interest Payment Date and will form part of the Interest Available Funds and be available to the Issuer to make payments in accordance with the Priorities of Payments; and
- (ii) secondly, if after applying the amounts in paragraph (i) above, the Interest Available Funds would be insufficient to pay items (i) to, and including, (vii) of the Pre-Enforcement Interest Priority of Payments on such Interest Payment Date, amounts standing to the credit of the Liquidity Ledger will be transferred to the Issuer Transaction Account one Business Day before the relevant Interest Payment Date and will form part of the Interest Available Funds and be available to the Issuer to make payments of items (i) to, and including, (vii) in accordance with the Pre-Enforcement Interest Priority of Payments.

The **Performance Criteria** in respect of a Calculation Date are that:

- (a) on such Calculation Date the Reserve Account is funded to the Required Reserve Fund Amount; and
- (b) on such Calculation Date the Portfolio Cumulative Default Ratio is less than 4.60 per cent.; and
- (c) at least 3 years have elapsed since the Closing Date.

Basis Conversion Reserve Account:

The Issuer will, on the Closing Date, open and maintain a designated bank account (the **Basis Conversion Reserve Account**) with the Issuer Account Bank.

The Basis Conversion Reserve Account will hold amounts drawn down by the Issuer following a Rating Downgrade under and in accordance with the Basis Conversion Reserve Loan Agreement.

Amounts standing to the credit of the Basis Conversion Reserve Account will constitute the **Basis Conversion Reserve Fund**.

Sources of Funds:

The Issuer's receipts (the **Receipts**) in respect of a Collection Period will comprise the aggregate of:

- (a) Income Receipts;
- (b) amounts of principal received in respect of the Receivables Contracts;
- (c) (i) any recoveries of principal from Obligors under the Receivables Contracts being enforced or Receivables Contracts which have been enforced, (ii) payments from Guarantors relating to Receivables Contracts and (iii) auction proceeds arising out of the auction of any relevant properties securing the Receivables Contracts, (iv) proceeds arising out of the sale of the Lease Assets by the Seller or otherwise liquidation of Lease Assets (in the event of the Seller's bankruptcy) after the termination of the relevant Receivables Contract, and (v) any Insurance Proceeds or other collections under or in connection with the Related Security.
- (d) all the proceeds of the repurchase of any Receivable by the Seller from the Issuer pursuant to the terms of the Receivables Sale Agreement other than any proceeds of a repurchase that are set-off against amounts due from the Issuer to the Seller to purchase Replacement Receivables from the Seller and of any other sale of any Receivable; and
- (e) any indemnity amounts paid by the Seller pursuant to the Receivables Sale Agreement,

without double-counting.

**Available Funds** means, as at a Calculation Date, an amount, without double counting, equal to the aggregate of the Interest Available Funds and the Principal Available Funds.

**Collection Date** means the 1st day of January, April, July and October of each year.

**Collection Period** means each period starting on (and including) a Collection Date and ending on (and excluding) the immediately succeeding Collection Date.

Interest Available Funds:

**Interest Available Funds** means, as at a Calculation Date, an amount, without double counting, equal to the aggregate of:

- (a) the Income Receipts standing to the credit of the Issuer Transaction Account at the close of business on such Calculation Date;
- (b) (i) the recoveries from Principal Losses from Obligors under Receivables Contracts being enforced, or Receivables Contracts which have been enforced, (ii) payments from Guarantors relating to Receivables Contracts being enforced, (iii) auction proceeds arising out of the auction of any relevant properties securing the Receivables Contracts and (iv) proceeds arising out of the sale of the Lease Assets by the Seller or otherwise liquidation of Lease Assets (in the event of the Seller's bankruptcy) after the termination of the relevant Receivables Contract;
- (c) any indemnity amounts paid by the Seller pursuant to the Receivables Sale Agreement;
- (d) any other amounts (if any) standing to the credit of the Issuer Bank Accounts (except for (i) any amounts credited thereto by mistake, where such mistake is known to the Cash Manager as at such Calculation Date; (ii) amounts standing to the credit of the Servicer Collection Account and (iii) any Retained Collections), other than any amounts standing to the credit of the Tax Reserve Ledger, such amounts standing to the credit of the Tax Reserve Ledger to be applied to meet any corporation tax liability of the Issuer in the U.K. under paragraph (iv) of the Pre-Enforcement Interest Priority of Payments;
- (e) any amounts standing to the credit of the Reserve Account and transferred to the Issuer Transaction Account; and

- (f) any amounts to be transferred from the Basis Conversion Reserve Account to the Issuer Transaction Account in accordance with the Cash Management Agreement.

Principal Available Funds: **Principal Available Funds** means, as at a Calculation Date, an amount, without double counting, equal to the aggregate of:

- (a) amounts of principal received in respect of the Receivables Contracts and standing to the credit of the Issuer Transaction Account at the close of business on such Calculation Date;
- (b) any payments from Guarantors in respect of Principal prior to the enforcement of the relevant Receivables Contract;
- (c) any Insurance Proceeds;
- (d) all the proceeds of the repurchase of any Receivable by the Seller from the Issuer pursuant to the terms of the Receivables Sale Agreement other than any proceeds of a repurchase that are set-off against amounts due from the Issuer to the Seller to purchase Replacement Receivables from the Seller and of any other sale of any Receivable;
- (e) any Retained Collections; and
- (f) any collections under or in connection with the Related Security.

Principal Ledgers:

Deficiency A principal deficiency ledger comprising two sub-ledgers (the **Class A Principal Deficiency Ledger** and the **Class B Principal Deficiency Ledger** and, together, the **Principal Deficiency Ledgers** ) will be established and on each Interest Payment Date the Cash Manager shall record any Principal Losses that have accrued on the Receivables during the Interest Period ending on such Interest Payment Date by debiting the Principal Deficiency Ledgers as set out below.

Any Principal Loss will be debited to the Class B Principal Deficiency Ledger so long as the debit balance on the Class B Principal Deficiency Ledger is not greater than the Principal Amount Outstanding on the Class B Notes. Thereafter, any Principal Loss will be debited to the Class A Principal Deficiency Ledger.

**Principal Loss** means, in respect of a Receivable, the amount (as determined by the Servicer) required to be deemed as lost under the terms of the Servicing Agreement, being, for Defaulted Receivables, an amount equal to 100 per cent. of the Principal Outstanding Balance of those Receivables.

Application of Funds:

Pre-Enforcement Interest  
Priority of Payments:

Prior to the enforcement of the Security, on each Interest Payment Date the Issuer and/or Cash Manager will apply the aggregate of the Interest Available Funds, as determined on the immediately preceding Calculation Date, in the following manner and order of priority (the **Pre-Enforcement Interest Priority of Payments**) in each case only if and to the extent that payments or provisions of a higher priority have been made in full:

- (i) *first*, in or towards payment of, upon presentation of an invoice to the Issuer, the costs, expenses, fees, remuneration or any other liability and indemnity payments (including, in each case, any tax thereon) (if any) payable to the Trustee or any persons appointed under the Trust Deed, the Deed of Charge, the Greek Pledge and/or any other Transaction Document to which such entity is a party;
- (ii) *second*, in or towards payment of, *pari passu* and *pro rata* according to the respective amounts thereof,
  - (A) all amounts due to the Issuer Transaction Account Bank and the Issuer Account Bank under the Bank Account Agreement;
  - (B) all amounts due to the Cash Manager under the Cash Management Agreement;
  - (C) all amounts due to the Agents under the Agency Agreement; and
  - (D) all amounts due to the Data Custodian under the Data Custodian Agreement,

- (iii) *third*, in or towards payment of, *pari passu* and *pro rata* according to the respective amounts thereof,
  - (A) all amounts due to the Corporate Services Provider under the Corporate Services Agreement; and
  - (B) all amounts due to the Servicer under the Servicing Agreement, other than the Junior Servicer Fee; and
  - (C) the Standby Servicer Fee, if any;
- (iv) *fourth*, in or towards payment of *pari passu* and *pro rata* according to the respective amounts thereof;
  - (A) amounts, (including audit fees and the annual fees due to the Rating Agency for surveillance purposes), which are payable by the Issuer to third parties and incurred without breach by the Issuer pursuant to the Trust Deed or the Deed of Charge and not provided for payment elsewhere in the Pre-Enforcement Interest Priority of Payments and to provide for any such amounts expected to become due and payable by the Issuer after that Interest Payment Date (but before the subsequent Interest Payment Date) and
  - (B) to provide for the Issuer's corporation tax liability in the U.K. (utilising for this purpose only any amounts standing to the credit of the Tax Reserve Ledger prior to such calculation date and, if required, any other Available Funds) or any other possible liability for taxation up to the subsequent Interest Payment Date;
- (v) *fifth*, in or towards funding the Expenses Fund until the balance of the Expenses Fund is €100,000;
- (vi) *sixth*, to retain in a separate ledger (the **Tax Reserve Ledger**) of the Issuer Transaction Account an amount equal to 0.01 per cent. of the Income Receipts for the Collection Period which ended immediately prior to such Calculation Date;

- (vii) *seventh*, in or towards payment of interest due on the Class A Notes (other than the Class A Step-Up Amounts);
- (viii) *eighth*, in or towards reduction of the debit balance on the Class A Principal Deficiency Ledger to zero by crediting such amount to the Class A Principal Deficiency Ledger;
- (ix) *ninth*, for so long as there are Notes outstanding, in crediting the Reserve Account until the amount of the Reserve Account equals the Required Reserve Fund Amount;
- (x) *tenth*, to pay the Class A Step-Up Amounts (if any);
- (xi) *eleventh*, in or towards payment of the Junior Servicer Fee;
- (xii) *twelfth*, in or towards reduction of the debit balance on the Class B Principal Deficiency Ledger to zero by crediting such amount to the Class B Principal Deficiency Ledger;
- (xiii) *thirteenth*, in or towards payment of interest due on the Class B Notes, including any interest on the Class B Notes that has been deferred pursuant to Condition 5(i);
- (xiv) *fourteenth*, in or towards payment of the Basis Conversion Commitment Fee;
- (xv) *fifteenth*, in or towards payment, *pari passu* and *pro rata* according to the amounts thereof, of interest due on the Subordinated Reserve Loan and the Basis Conversion Reserve Loan;
- (xvi) *sixteenth*, in or towards payment, *pari passu* and *pro rata* according to the amounts thereof, of principal outstanding under the Subordinated Reserve Loan and the Basis Conversion Reserve Loan; and
- (xvii) *seventeenth* in or towards payment of Deferred Consideration to the Seller.

In the event that the Cash Manager does not receive, or there is a delay in the receipt of, some or all the information necessary for it to prepare the payment report but the Cash Manager is aware that the amounts standing to the credit of the Issuer Bank Accounts and the Issuer Transaction Account are sufficient to pay the interest due on the Class A Notes (excluding, for the avoidance of doubts, any Step-Up Amounts) and any other amount ranking in priority thereto pursuant to the Pre-Enforcement Interest Priority of Payments of which it has been notified, the Cash Manager shall take such commercially reasonable steps as required to apply the amounts standing to the credit of the Issuer Bank Accounts and the Issuer Transaction Account in or towards payment of any interest amount in respect of the Class A Notes and any other payment ranking in priority thereto, on the relevant Interest Payment Date.

*See Summary of Principal Documents - Cash Management Agreement.*

**Senior Servicer Fee** means 0.20 per cent. of the Collections received during the immediately preceding Collection Period.

**Junior Servicer Fee** means 0.50 per cent. of the Collections received during the immediately preceding Collection Period.

**Standby Servicer Fee** means the fee determined after the appointment of a Standby Servicer.

**Expenses Fund** means the expenses reserve which will be set up as a ledger in the Issuer Transaction Account to provide for the ongoing expenses of the Issuer on each Interest Payment Date or in respect of those payments due other than on an Interest Payment Date.

**Servicer Termination Event** means either:

- (a) the Servicer being in default of its obligations under the Servicing Agreement;
- (b) the occurrence of certain insolvency related events in respect of Piraeus Leases; or
- (c) the revocation of the Servicer's licence as a Greek financial leasing company for any reason.

Pre-Enforcement Principal  
Priority of Payments:

Prior to the enforcement of the Security, on each Interest Payment Date the Issuer and/or Cash Manager will apply the aggregate of the Principal Available Funds, as determined on the immediately preceding Calculation Date, together with such amount of the Interest Available Funds as is applied by the Cash Manager on the relevant Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers, in the following manner and order of priority (the **Pre-Enforcement Principal Priority of Payments**) in each case only if and to the extent that payments or provisions of a higher priority have been made in full:

- (i) first, in or towards payment of any shortfall in Interest Available Funds up to and inclusive item (ix) of the Pre-Enforcement Interest Priority of Payments with the exclusion of item (viii) of the Pre-Enforcement Interest Priority of Payments;
- (ii) second, during the Revolving Period only, in purchasing Subsequent Receivables;
- (iii) third, in or towards payment of principal then due and payable *pari passu* on the Class A Notes until all the Class A Notes have been redeemed in full; and
- (iv) fourth, in or towards payment of principal then due and payable *pari passu* on the Class B Notes until all the Class B Notes have been redeemed in full.

Provided that if, during the Revolving Period, following the purchase of Subsequent Receivables on any Interest Payment Date the remaining amount of Principal Available Funds together with such amount of the Interest Available Funds as is applied by the Cash Manager on the relevant Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers is less than 20.00 per cent. of the Principal Amount Outstanding of the Class A Notes, such amount will be retained by the Issuer (the **Retained Collections**) in the Issuer Transaction Account for application on the next following Interest Payment Date.

Income Receipts:

On each Calculation Date, the Cash Manager will, on the basis of information supplied to it by the Servicer, the Issuer Transaction Account Bank, and, as the case may be, the Issuer Account Bank, calculate the Income Receipts in respect of the immediately succeeding Interest Payment Date.

**Income Receipts** means, in respect of a Collection Period, the aggregate of:

- (a) the Receivables Income Receipts in respect of such Collection Period;
- (b) IBA Income in respect of such Collection Period;
- (c) Collection Account Income (if any) in respect of such Collection Period,

in each case for the Interest Period ending on the immediately succeeding Interest Payment Date and without double-counting.

**Receivables Income Receipts** means, in respect of a Collection Period ending immediately prior to such Calculation Date the aggregate of:

- a) payments of interest and other fees received under the Receivables Contracts and Future Claims;
- b) any payments from Guarantors in respect of interest prior to the enforcement of the relevant Receivables Contract;
- c) recoveries of interest and outstanding fees from defaulting Obligors under Receivables Contracts being enforced or Receivables Contracts which have been enforced;
- d) any collections under or in connection with the Related Security; and
- e) any collections arising from commercial lease contracts which may come into force between the Seller and a Sub-Lessee, upon termination of a Real estate Lease Contract, pursuant to the relevant Receivables Documentation and/or the Transaction Documents.

in each case for that Collection Period and without double-counting.

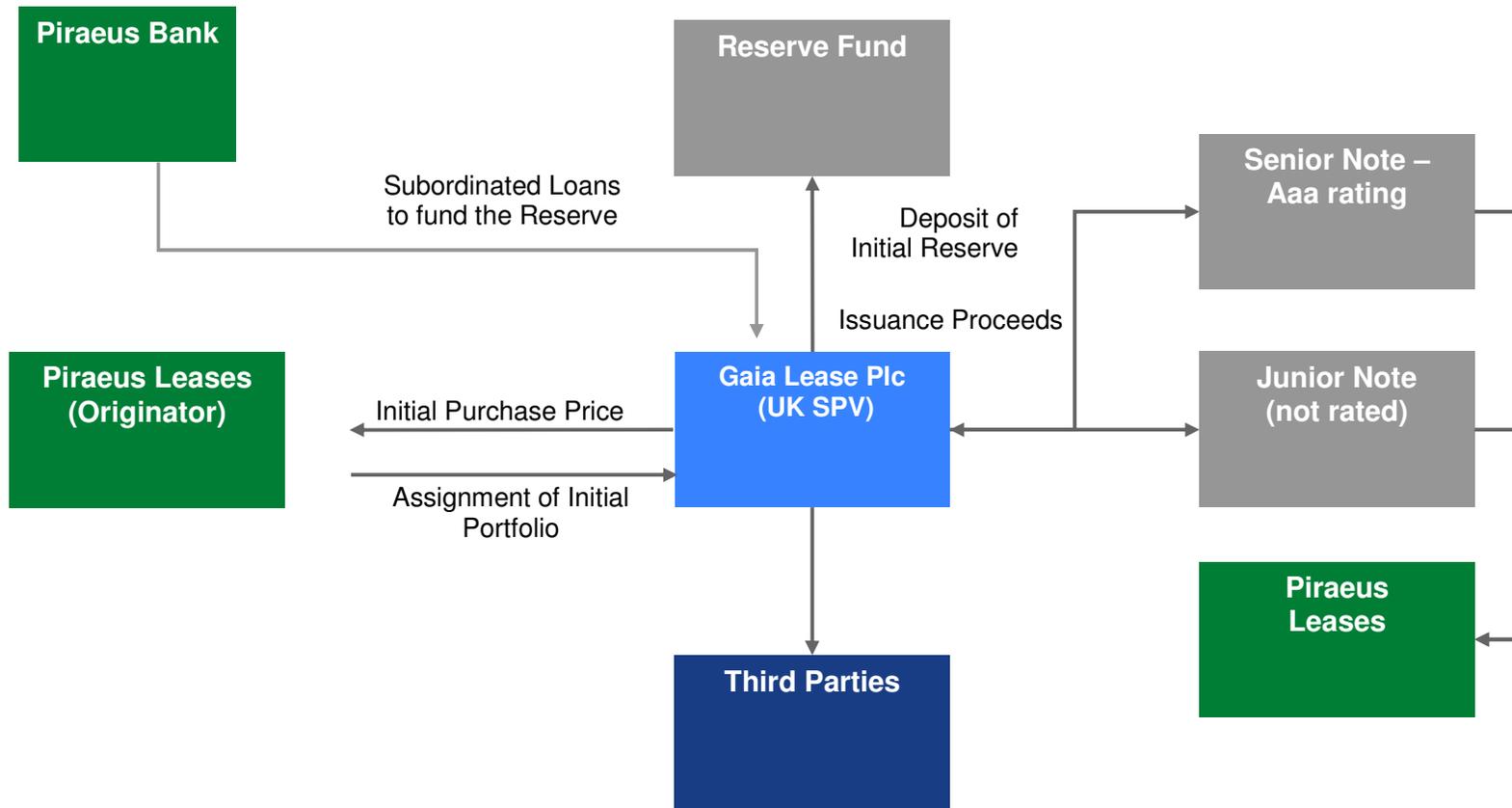
Post-Enforcement Priority of Payments:

Following the delivery of an Acceleration Notice in accordance with Condition 10(a), the Trustee or a receiver appointed by it will apply all monies and receipts in respect of the Security (whether of principal or interest or otherwise) (together, the **Available Security Funds**) in the following manner and order of priority (the **Post-Enforcement Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

- (i) *firstly*, in or towards satisfaction of the costs, expenses, fees, remuneration and indemnity payments (including, in each case, any tax thereon) (if any) payable to the Trustee and any receiver or other person appointed by the Trustee and any costs, charges, liabilities and expenses incurred by the Trustee or such receiver or other person, in each case under the Trust Deed, the Deed of Charge and/or the Greek Pledge and/or any other Transaction Document to which such entity is a party;
- (ii) *secondly*, in or towards satisfaction of, *pari passu* and *pro rata* according to the respective amounts thereof, (a) all amounts due to the Corporate Services Provider under the Corporate Services Agreement, (b) all amounts due to the Servicer under the Servicing Agreement, other than the Junior Servicer Fee (c) all amounts due to the Issuer Transaction Account Bank and the Issuer Account Bank under the Bank Account Agreement, (d) all amounts due to the Data Custodian under the Data Custodian Agreement, (e) all amounts due to the Cash Manager under the Cash Management Agreement; (f) all amounts due to the Agents under the Agency Agreement and (g) the Standby Servicer Fee;
- (iii) *thirdly*, in or towards satisfaction of all interest and principal due or overdue on the Class A Notes;
- (iv) *fourthly*, in or towards payment of the Junior Servicer Fee;
- (v) *fifthly*, in or towards satisfaction of all interest and principal due or overdue on the Class B Notes;
- (vi) *sixthly*, in or towards payment, *pari passu* and *pro rata* according to the amounts thereof, of interest due or overdue on the Subordinated Reserve Loan and the Basis Conversion Reserve Loan;
- (vii) *seventhly*, in or towards payment, *pari passu* and *pro rata* according to the amounts thereof, of all principal and other amounts due or overdue on the Subordinated Reserve Loan and the Basis Conversion Reserve Loan; and
- (viii) *eighthly*, in or towards satisfaction of all amounts of Deferred Consideration to the Seller.

The Pre-Enforcement Interest Priority of Payments, the Pre-Enforcement Principal Priority of Payments and the Post-Enforcement Priority of Payments are collectively referred to as the **Priority of Payments**. The Pre-Enforcement Interest Priority of Payments and the Pre-Enforcement Principal Priority of Payments are collectively referred to as the **Pre-Enforcement Priorities of Payments**.

### STRUCTURE DIAGRAM



## **RISK FACTORS**

*Prior to making an investment decision, prospective purchasers of the Notes should consider carefully, in light of the circumstances and their investment objectives, the information contained in this entire Prospectus and reach their own views prior to making any investment decision. Prospective purchasers should nevertheless consider, among other things, the risk factors set out below.*

### **Absence of secondary market and limited liquidity**

There is not, at present, a secondary market for the Notes, nor can there be any assurance that a secondary market for the Notes will develop. Even if a secondary market does develop, it may not continue for the life of the Notes or it may leave Noteholders with illiquidity of investment. Illiquidity means that a Noteholder may not be able to find a buyer to buy its Notes readily or at prices that will enable the Noteholder to realise a desired yield. Illiquidity can have a severe adverse effect on the market value of the Notes. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Notes. Any Class of Notes may experience illiquidity, although generally illiquidity is more likely to occur in respect of Classes that are especially sensitive to prepayment, credit or interest rate risk or that have been structured to meet the investment requirements of limited categories of Noteholders.

In addition, prospective Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Notes. As a result of the current liquidity crisis, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Notes to investors.

Moreover, the current liquidity crisis has stalled the primary market for a number of financial products including instruments similar to the Notes. While it is possible that the current liquidity crisis may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Notes will recover at the same time or to the same degree as such other recovering global credit market sectors.

There exist significant additional risks for the Issuer and investors as a result of the current crisis.

These risks include, among others, (i) the likelihood that the Issuer will find it harder to dispose of the Receivables in accordance with the Transaction Documents, (ii) the possibility that, on or after the Closing Date, the price at which assets can be sold by the Issuer will have deteriorated from their effective purchase price and (iii) the increased illiquidity and price volatility of the Notes as there is currently no secondary trading in ABS securities. These additional risks may affect the returns on the Notes to investors.

### **Liabilities under the Notes**

The Notes are limited recourse obligations of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Prospectus including but not limited to the Transaction Parties. None of the foregoing or any other person has assumed any obligation in case the Issuer fails to make a payment due under any of the Notes.

No holder of any Notes will be entitled to proceed directly or indirectly against the Transaction Parties. None of the foregoing or any other person has assumed any obligation in case the Issuer fails to make a payment due under any of the Notes.

### **Recourse only to the assets of the Issuer**

Although the Notes will be full recourse obligations of the Issuer, the ability of the Issuer to meet its obligations under the Notes will be directly or indirectly dependent primarily upon the receipt by it of principal and interest from the Obligors under the Receivables Contracts, the receipt of funds (if available to be drawn) under the Subordinated Reserve Loan Agreement and the Basis Conversion Reserve Loan Agreement. Other than the foregoing and any interest earned by the Issuer in respect of the Issuer Bank Accounts and the Issuer Transaction Account, the Issuer is not expected to have any other funds available to it to meet its obligations under the Notes and/or any other payment obligation ranking in priority to, or *pari passu* with, the Notes.

Upon enforcement of the security for the Notes, the Trustee or any receiver and the Noteholders will have recourse only to the Receivables, the Issuer's interest in the relevant Ancillary Rights and Related Security and to any other assets of the Issuer then in existence as described in this document.

### **Restriction on exercise of certain rights**

The Deed of Charge will contain provisions to the effect that only the Trustee may enforce the Security and prohibiting the Other Secured Parties from taking any action (including petitioning for winding-up, liquidation or administration) against the Issuer for recovery of any amounts owed to them, unless (a) an Acceleration Notice has been served or the Trustee fails (when bound to do so) to serve an Acceleration Notice and (b) the Trustee fails (when bound to do so) to enforce the Security, and even in the circumstances described in (a) and (b), each Secured Party (other than the Trustee) will be prohibited from petitioning for the winding-up, liquidation or administration of the Issuer.

### **Subordination of the Class B Notes**

The Class B Notes will be affected by considerations which do not affect the Class A Notes. In particular, the Class A Notes will rank in point of security prior to the Class B Notes. Accordingly, following an enforcement of the Security, any losses after application of the Issuer's assets (including any proceeds of sale of the Portfolio and the balances on the Issuer Bank Accounts) will be attributable first to the Class B Notes and then to the Class A Notes. Prior to such enforcement, the Class B Notes will support the timely payment of interest on the Class A Notes because of the higher ranking of payments under the Class A Notes than those due under the Class B Notes. Deferral of interest payable on the Class B Notes will not constitute an Event of Default, but will lead to the interest being deferred and becoming payable on the next Interest Payment Date in accordance with Condition 5(i).

### **Conflict between Classes of Noteholders**

The Trust Deed will contain provisions requiring the Trustee to have regard to the interests of the Noteholders equally, as regards all powers, trusts, rights, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), provided that if in the opinion of the Trustee (for so long as there are any Class A Notes outstanding) there is a

conflict between the interests of the Class A Noteholders, on the one hand and the interests of the Class B Noteholders on the other hand, it shall have regard only to the interests of the Class A Noteholders, but so that this proviso shall not apply in the case of powers, trusts, rights, authorities, duties and discretions:

- (A) in relation to which it is expressly stated that they may be exercised by the Trustee only if in its opinion the interests of the Noteholders of each Class would not be materially prejudiced thereby; or
- (B) the exercise of which by the Trustee relates to any Basic Terms Modification, in which event the Trustee may exercise such powers, trusts, authorities, duties and discretions if it receives from the Noteholders of any Class which is or may be affected by such Basic Terms Modification, the relevant consent or sanction.

### **Yield and Prepayment Considerations**

The yield to maturity of the Notes of each class will depend on, among other things, the amount and timing of payment of principal on the Receivables (including full and partial prepayments under a Receivables Contract, auction proceeds arising on enforcement of a Receivables Contract, sale proceeds arising on sale of the Lease Asset after repossession thereof and repurchases of Receivables by the Seller due to breaches of representations and warranties under the Receivables Sale Agreement (although this may be mitigated by the repurchase of Replacement Receivables by the Issuer)) and the price paid by the Noteholders for the Notes. Such yield may be adversely affected by a higher or lower than anticipated rate of prepayments on the Receivables Contracts.

Principal prepayments in full may occur as a result of, or in connection with, the voluntary refinancing or the purchase of the relevant property by an Obligor or as a result of enforcement proceedings under the relevant Receivables Contract or of sale of the Lease Asset. In addition, repurchases of Receivables by the Seller will have the same effect as a prepayment in full of such Receivables although this may be mitigated by the purchase of Replacement Receivables from the Seller in these circumstances.

The rate of prepayment of the Receivables cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, the availability of alternative financing, local and regional economic conditions. No assurance can be given as to the level of prepayment that the Portfolio will experience. However, it should be noted that pursuant Greek law 1665/1986 (as currently in force) on financial leasing (the **Financial Leasing Law**), the lessee loses the tax benefits in respect of a leasing contract in case of purchase of the leased asset by an Obligor prior to the lapse of three (3) years as of the commencement of the lease period; therefore, it is unlikely that a prepayment of a Receivables Contract within the first three (3) years of the relevant lease period will occur.

### **Rate Conversions**

Under the Receivables Contracts providing for a floating rent (the **Floating Receivables Contracts**), the calculation or adjustment of the rent is linked to a specific reference rate and, in particular, (i) some Floating Receivables Contracts provide for calculation or adjustment of the rent linked to the EURIBOR Rate for deposit with a designated maturity of three (3) months, and (ii) the remaining Floating Receivables Contracts provide for calculation or adjustment of the rent linked to the EURIBOR Rate for deposits with a designated maturity

of one (1) month. Since 1<sup>st</sup> October, 2008 the Seller has calculated the rent or the adjustment thereof due under all Floating Receivables Contracts by reference to the EURIBOR Rate for deposits with a designated maturity of three (3) months. This rate or adjustment of the reference rate has also been applied in respect of those Floating Receivables Contracts providing for an alternative rate or Adjustment Reference Rate (namely the EURIBOR Rate for deposits with a designated maturity of one (1) month). Where an Obligor is able to establish that the rate or Adjustment Reference Rate applied at the relevant time resulted in higher rent payments than would have been payable in accordance with the contractually provided rate or Adjustment Reference Rate, a claim for the repayment of the amount of any excess could be made. In the event of a successful claim being made by an Obligor, the Seller has provided an indemnity to the Issuer under the Receivables Sale Agreement for any losses which the Issuer may incur in respect of that claim. In addition, the Issuer will on the Closing Date enter into the Basis Conversion Reserve Loan Agreement with the Basis Conversion Loan Provider. Following a Rating Downgrade, the Issuer will be entitled to make drawings under the Basis Conversion Reserve Loan Agreement, which will be credited to the Basis Conversion Reserve Account and applied in meeting any losses incurred by the Issuer arising out of such claim made by an Obligor which are not otherwise met by the Seller under the terms of its indemnity in the Receivables Sale Agreement. (See "Summary of Principal Documents - Basis Conversion Reserve Loan Agreement").

### **Commingling**

In the event of an insolvency of the Servicer, there is a risk that Collections from Obligors may be commingled with other monies within the bankruptcy estate of the Servicer. To mitigate this risk, in the event the Servicer ceases to have a Controlling Shareholder or has a Controlling Shareholder that does not have a long term unsecured, unsubordinated and unguaranteed debt obligation rating of at least Baa3, the Servicer must, by 7.00 pm GMT on the day of such loss of rating, immediately notify the Cash Manager and the Issuer of such event, transfer all the Collections to the Issuer Collection Account (by the Issuer Account Bank acting on instructions from the Issuer) and at its own cost notify each Obligor and Sub-Lessee that they should, with immediate effect, make payments in respect of any Receivables due under their Receivables Contract(s) or Receivables Documentation (as applicable) into the Issuer Collection Account.

### **Seasonal Receivables**

Approximately 2.00% of the Initial Portfolio is affected by seasonal cash flows. The Originator offers to the Obligors of the seasonal Receivables Contracts the possibility of paying the relevant rent during each month of May, June, July, August, September and October.

During the Revolving Period, the seasonal Receivables Contracts will be capped to 10.00% of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio.

### **Limited Recovery in the event of Early Termination and Prepayment**

A clause of a leasing contract providing that, in case of termination of the leasing contract by the lessor, the latter may seek, apart from repossession of the leased asset, full or partial recovery of all remaining rent that would have been payable but for early termination, is held by Greek courts as a penalty clause and is, therefore, subject to reduction to the proper measure by the courts if held excessive. In this respect:

(a) Under the terms of the Vehicle Lease Contracts and of the Equipment Lease Contracts, early termination of the respective Receivables Contract by the lessor may result in mandatory payment by the Obligor of all remaining rent that would have been payable but for early termination, including principal amounts and future interest. In the event that the Obligor fails to pay the entire such amount and the lessor seeks enforcement, a Greek court may take the view that the future interest component constitutes an excessive penalty payment, which is therefore subject to reduction to the proper measure, and the amount recovered by the lessor might be limited to the principal amounts, or otherwise reduced at the discretion of the court.

(b) Under the terms of the Real Estate Lease Contracts, early termination of the respective Receivables Contract by the lessor may result in mandatory payment by the Obligor of the principal amount of the remaining rent that would have been payable but for early termination; taking, also, into account the financial character of the Receivables Contracts under the Financial Leasing Law, it could be reasonably argued that such Penalty is not anticipated to be found excessive by Greek courts.

Under the terms of all Receivables Contracts, prepayment by the Obligor results in mandatory payment by the Obligor of discounted (present) value of all remaining rent that would have been payable but for prepayment, including principal amounts and future interest. A Greek court may take the view that the future interest component constitutes a hidden Penalty, which is therefore subject to reduction to the proper measure, and the amount recovered by the lessor might be limited to the principal amounts, or otherwise reduced at the discretion of the court. The Issuer can make no assurance that future interest does not constitute a hidden penalty payment under Greek law.

In view of the above, the recovery in the event of early termination or prepayment of the Receivables Contracts may be limited, and the Issuer's ability to meet its obligations under the Notes or any other payments ranking in priority to, or *pari passu* with, the Notes may be adversely affected as a result.

### **Performance of the Portfolio**

The ability of the Issuer to meet its obligations to pay principal and interest on the Notes (and its operating and administrative expenses) will, ultimately, be subject to the risk of default by Obligors (such that, after completion of enforcement procedures in respect of the relevant Receivable, including the sale of the Lease Asset post-repossession of such Lease Asset, and its Related Security and the exercise of its Ancillary Rights, the Issuer may not receive the full principal and interest due on such Receivable). In the event of such a default, if the cash flows derived from the Receivables Contracts, the Reserve Account and any other assets of the Issuer are insufficient to meet any shortfall, then Noteholders may not receive all sums expected to be received by them in respect of the Notes.

If there are insufficient funds available as a result of such deficiencies, then the Issuer may not be able, after making the payments to be made in priority thereto, to pay, in full or at all, amounts of interest and principal due to holders of, firstly the Class B Notes and secondly, the Class A Notes. In this situation, there may not be sufficient funds to redeem each class of the Notes on or prior to the Final Maturity Date.

## **Losses associated with declining property values and geographic concentration of properties**

The Receivables include, among other things, the proceeds of the sale of the Lease Asset (i.e. real property in case of Real Estate Lease Contracts). Further, the security for the Notes includes, among other things, a pledge operating by law over the Issuer's interest in the Related Security. The Related Security granted by Obligor for the Receivables consists of, *inter alia*, Pre-Notations or Mortgages granted in respect of the Receivables. The proceeds of the sale of real property in case of Real Estate Lease Contracts (included in the Receivables purchased by the Issuer), and this above Related Security may be affected by, among other things, a decline in the value of the properties to which the Related Security of each Receivables Contract relates. No assurance can be given that values of the properties have remained or will remain at the level at which they were on the date of origination of the related Receivables. If the commercial property market in Greece should experience an overall decline in property values, such a decline could in certain circumstances result in the value of the Lease Asset and the Related Security created for the Receivables being significantly reduced and, ultimately, may result in losses to the Noteholders if recovery from the Lease Asset or from such security is required to be enforced. Certain geographic regions will from time to time experience weaker regional economic conditions than will other regions, and, consequently, could experience higher rates of loss and delinquency on commercial loans and financing generally. See *Description of the Provisional Portfolio* below.

### **Insurance of the Lease Assets**

Under the terms and conditions of each Receivables Contract, each Obligor is required to obtain and maintain throughout the lease term insurance in respect of the Lease Asset at the Obligor's cost; the Seller is named as the sole primary loss payee of such policy. As long as the respective Receivables Contract is in force, in case of non-compliance of the Obligor with the above obligation or failure to pay the insurance premiums, the Seller may enter into a new policy in relation to the Lease Asset or pay any insurance premiums in relation to Lease Asset and charge them to the Obligor.

Under the Transaction Documents, the Seller is obliged to ensure that each Real Estate Lease Asset remains insured both prior and after the termination of the relevant Receivables Contract, up and until the sale of the Real Estate Lease Asset. In case of non-compliance of the Seller with this obligation, the Issuer shall enter into a new policy in relation to the Real Estate Lease Asset or pay any insurance premiums in relation to Lease Asset.

To the extent that the Seller does not transfer Replacement Receivables to the Issuer, and further provided that the Seller has not yet paid outstanding premiums or entered into a new policy, the Notes are subject to the risk that the Lease Asset may not at all times be adequately covered by insurance as is required in accordance with the terms of each Receivables Contract.

### **Insurance of Charged Assets**

Under the terms and conditions of a secured Receivable in relation to real estate, each Obligor is required to obtain and maintain fire and earthquake insurance for an amount sufficient to recover the full value of the relevant Property and that the Seller is named as the sole primary loss payee of such policy. Accordingly, a claim under such policy for damage to

the relevant property can be made only if the damage results from the occurrence of a fire and/or earthquake. In addition, neither the Servicer, the Seller nor any other person will be able to verify that such insurance policy is actually in place at all times, although the Seller is required to pay any insurance premiums in relation to a Charged Asset that are unpaid for more than 60 days or enter into a new policy in relation to such Charged Asset. To the extent that the Seller does not transfer Replacement Receivables to the Issuer, and further provided that the Seller has not yet paid outstanding premiums or entered into a new policy, the Notes are subject to the risk that any secured Receivables in the Portfolio may not at all times be adequately covered by insurance as is required in accordance with the terms of each secured Receivable.

### **Searches and investigations**

The Issuer has not made or caused to be made on its behalf all of the enquiries, searches or investigations which a prudent purchaser of assets such as the Portfolio would make (and will not do so) and the Trustee, the Arranger, the Data Custodian, the Cash Manager, the Issuer Transaction Account Bank, the Issuer Account Bank, the Corporate Services Provider, the Share Trustee and the Agents have made no such enquiries, searches or investigations. Each of the Issuer, the Trustee and such other parties will rely on the representations and warranties made by the Seller to be contained in the Receivables Sale Agreement. The ultimate remedy for the breach of such representations and/or warranties if this breach cannot be otherwise rectified by the next Interest Payment Date or, if the next Interest Payment Date falls less than 21 days from the date of receipt by the Seller of written notice of the breach, then by the second Interest Payment Date following receipt of such notice by the Seller, in each case in accordance with the Receivables Sale Agreement, will be limited to a repurchase by the Seller of the Receivable(s) which are the subject of a breach of representation and/or warranty.

The Seller will be obliged to repurchase only those Receivables (if any) in respect of which a representation and/or warranty given by the Seller pursuant to the Receivables Sale Agreement was breached at the time such representation and/or warranty was made or deemed to be made. The Seller will not be obliged to repurchase a Receivable(s) in any other circumstances.

### **The Servicer**

The Issuer's ability to make payments on the Notes will be dependent on the Servicer performing its obligations under the Servicing Agreement to, *inter alia*, collect amounts due and payable by the Obligors and to transfer such amounts to the Issuer. The Servicer is obligated to administer the Receivables with the same diligence and skill as would any prudent lease provider entering into lease contracts with lessees in Greece (each a **Prudent Lessor**). The appointment of Piraeus Leases as Servicer under the Servicing Agreement may be terminated as a result of, among other things, a default by it in performing its obligations under the Servicing Agreement, its insolvency, introduction of its temporary administration, revocation of its licence as a financial leasing company, enforcement of the Security against the Receivables or if notice of termination is given by the Issuer and the Trustee consents to such termination (see "*Servicer Substitution*", below).

### **Servicer Substitution**

If at any time the Servicer ceases to have a Controlling Shareholder or has a Controlling Shareholder that does not have a long term unsecured, unsubordinated and unguaranteed debt

obligation rating of at least Baa3 from Moody's, then the Issuer shall, within 90 days of such event, identify an entity that has the experience or capability of administering assets similar to the Receivables and procure that such entity would act as Standby Servicer (the **Standby Servicer**).

The Standby Servicer will, following a Servicer Termination Event replace Piraeus Leases (as Servicer) under the Servicing Agreement. As long as the Standby Servicer has not taken over the services of the Servicer, the Standby Servicer will be entitled to receive the Standby Servicer Fee (payable in accordance with the relevant Priority of Payments) following its appointment as Standby Servicer in such an amount as may be agreed between the Issuer and the Standby Servicer. Unless and until a Servicer Termination Event has occurred in respect of Piraeus Leases as Servicer, the Standby Servicer will act solely in a standby role.

Following a Servicer Termination Event, the Standby Servicer will provide to the Issuer certain administration services as a successor servicer. Such services will include administering, collecting and enforcing the Receivables (including selling the Lease Assets if and when required), the storing and safe-keeping of all documents relating to the Receivables, their Ancillary Rights and Related Security, maintaining all such licences, approvals, authorisations and consents as may be necessary in connection with the performance of the administration and arranging for prepayments of the Receivables.

The ability of the Standby Servicer (or any successor servicer) to fully perform its duties (including duties in relation to any Defaulted Receivable) would depend on the information and records available to it and it is possible that there could be an interruption in the administration of the Receivables during the course of the Servicer substitution (for instance, due to the necessity to retrieve from the Servicer the documents evidencing the Receivables which may cause losses or delays in payments on the Notes).

There is no guarantee that a successor servicer could be found who would be willing to manage the Receivables on the terms of the Servicing Agreement. Any delays or other adverse effects caused by servicer substitutions (for example, delays in delivery of the documentation evidencing the Receivables to the substitute servicer, including the Standby Servicer) may negatively impact the ability of Noteholders to receive timely payments and may result in losses in respect of the Notes.

As long as the Issuer complies with its obligations under the Servicing Agreement, the Servicer may not resign its appointment as Servicer and furthermore, pursuant to the Servicing Agreement, the termination of the appointment of the Servicer shall only be effective if the Issuer has appointed a substitute Servicer.

### **Book-Entry Registration**

The Notes will be represented by Global Notes each in the form of a new global note which will be delivered to a common safekeeper for Euroclear and Clearstream, Luxembourg, and will not be held by the beneficial owners or their nominees. The Global Notes will not be registered in the names of the beneficial owners or their nominees. As a result, unless and until Notes in definitive form are issued, beneficial owners will not be recognised by the Issuer or the Trustee as Noteholders, as that term is used in the Trust Deed. Until such time, beneficial owners will only be able to exercise their rights in relation to the Notes indirectly, through Euroclear or Clearstream, Luxembourg (as the case may be) and their respective participating organisations, and will receive notices (which are always published in a leading daily newspaper with general circulation in Ireland, normally expected to be the Irish Times)

and other information provided for under the terms and conditions of the Notes only if and to the extent provided by Euroclear or Clearstream, Luxembourg (as the case may be) and their respective participating organisations.

### **Optional Redemption**

Although the Issuer is entitled (as to which see Condition 6 (*Redemption*)) to redeem the Notes at its option in certain circumstances, including on any Interest Payment Date falling on or after the Step-Up Date, it is not obliged to do so. The ability of the Issuer to redeem the Notes in any of the circumstances in which it is entitled to do so will be dependent primarily upon its ability to sell or refinance the Portfolio for an amount sufficient to enable the Issuer to make payments of all sums due to the Noteholders upon any such redemption. Accordingly, if the Issuer is unable to raise sufficient redemption funds, whether by sale or refinancing of the Portfolio or otherwise, the Issuer will not be able to exercise its right of optional early redemption of the Notes.

### **Competition in the Greek Leasing Market**

The Issuer is, among other things, subject to the risk of the contractual interest rates in relation to the Receivables being less than that required by the Issuer to meet its commitments under the Notes, which may result in the Issuer having insufficient funds available to meet the Issuer's commitment under the Notes and other Issuer obligations. There are a number of financiers in the Greek leasing market and competition may result in lower interest rates on offer in such market. In the event of more competitive interest rates in relation to the Receivables, Obligors under the Receivables may seek to repay such Receivables early, with the result that the Portfolio may not continue to generate sufficient cashflows in order for the Issuer to meet its commitments under the Notes. However, it is unlikely that an Obligor will seek to make a full repayment under its Receivables Contract within the first three (3) years of the relevant lease period, in order not to lose the tax benefits under the Financial Leasing Law. This risk is therefore remote within the first three (3) years of the lease period of a Receivables Contract.

### **Subordination of payments to Noteholders**

Investors should be aware that payments to Noteholders will be subject to the orders of priority as set out in *Summary - Application of funds* above.

### **Rating of the Class A Notes**

The ratings address the expected loss posed to investors by the Final Maturity Date. In Moody's opinion the structure allows for timely payment of interest at the applicable rate of interest on each Interest Payment Date on the Class A Notes and the ultimate payment of the Principal Amount Outstanding of the Class A Notes at the Final Maturity Date. The ratings do not address the likelihood of the receipt of any Step-Up Amounts. The ratings address only the credit risks associated with the transaction. Other non-credit risks have not been addressed, but may have a significant effect on yield to investors.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if in its judgement, circumstances in the future so warrant (including a withdrawal or downgrading in the credit rating of the Issuer Transaction Account Bank or the Issuer Account Bank).

## **Implementation of Basel II risk-weighted asset framework may result in changes to the risk-weighting of the Notes**

Following the issue of proposals from the Basel Committee on Banking Supervision for reform of the 1988 Capital Accord, a framework has been developed which places enhanced emphasis on market discipline and sensitivity to risk. An updated version of the text of the proposed framework was published in November 2005 under the title "Basel II: International Convergence of Capital Management and Capital Standards: a Revised Framework" (the **Framework**).

The Framework is being implemented in stages (partly from year-end 2006 and the most advanced from year-end 2007). However, the Framework is not self-implementing and, accordingly, implementation dates in participating countries are dependent on the relevant national implementation process in those countries. In the United Kingdom, Basel II and the EU Capital Requirements Directive have been implemented through the Prudential Sourcebook for banks, building societies and investment firms and the Capital Requirements Regulation 2006 SI 2006/3221, although the most advanced approaches referred to above have only become available from 1 January 2008. In Greece the Basel II directives (2006/48/EC and 2006/49/EC) have been implemented by law 3601/2007 and secondary legislation pursuant to acts of the Bank of Greece.

As and when implemented, the Framework could affect risk weighting of the Notes for investors who are subject to capital adequacy requirements that follow the Framework. Consequently, investors should consult their own advisers as to the consequences to and effect on them of the application of the Framework and any relevant implementing measures. Proposals and guidelines for implementing the Framework in certain participating jurisdictions are still in development and no predictions can be made as to the precise effects of potential changes on any investor or otherwise.

## **EU Savings Directive on the Taxation of Savings Income**

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. A number of non-EU countries, and certain dependent or associated territories of certain Member States, have also agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within their respective jurisdictions to, or collected by such a person for, an individual resident in a Member State. In addition, the Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident in one of those territories. See further the section entitled "*Taxation – United Kingdom Taxation*" below.

The European Commission has published proposals for amendments to the Directive, which may amend or broaden the scope of the requirements described above.

## **Suspension of Enforcement Proceedings**

Enforcement proceedings are usually commenced against an Obligor in respect of a Receivables Contract once it becomes 150 Days in Arrears, at which point the Receivables Contract is terminated. An order for payment is obtained from the judge of the competent court of first instance (**Court of First Instance**) following service of the notice of termination of the Receivables Contract on the Obligor and non-payment of the Obligor. The order for payment and a demand to pay is served on the Obligor, activating in that way enforcement against the Obligor with the ultimate target to collect the proceeds from the auction of the relevant property securing the Receivables Contract. See for further details *Enforcing Security* below.

However, an Obligor may delay enforcement against the relevant property by contesting the order for payment and/or the procedure of enforcement which in turn will delay the receipt of proceeds from an enforcement against the property by the Issuer after the relevant Receivables Contract has been terminated.

An Obligor can file a petition of annulment against the order for payment pursuant to articles 632- 633 of the Greek Civil Procedure Code (an **Article 632-633 Annulment Petition**) with the relevant Court of First Instance within 15 business days after service of the order for payment contesting the substantive or procedural validity of the order of payment. If the Obligor fails to contest the order for payment, the order may be served again on the Obligor and a further 10 business days are available to the Obligor to file an Article 632-633 Annulment Petition.

The order for payment will be final either if both terms of 15 and 10 business days elapse and the Obligor has not filed the Article 632-633 Annulment Petition or if the Court of Appeal rejects the Article 632-633 Annulment Petition.

The filing of an Article 632-633 Annulment Petition entitles the Obligor to file a petition for suspension of the enforcement against the relevant property pursuant to article 632 of the Greek Civil Procedure Code (an **Article 632 Suspension Petition**). Upon filing an Article 632 Suspension Petition, enforcement procedures may be suspended until the hearing of the Article 632 Suspension Petition, which takes place approximately one to two months after the Article 632 Suspension Petition has been filed.

Following the issue of a decision in relation to the hearing of the Article 632 Suspension Petition (which itself can take up to two months to be issued), enforcement is suspended until the Court of First Instance has issued an official decision in respect of the Article 632-633 Annulment Petition. This can take up to approximately 20 months after the decision in respect of the Article 632 Suspension Petition. In some cases suspension of enforcement may be granted until the Court of Appeal reaches a final decision which means an additional pause of enforcement for another 12 months.

The procedure can take up to approximately four and a half years from the issue of a decision in relation to the Article 632 Suspension Petition if the Obligor requests adjournments of the hearings for the Article 632-633 Annulment Petition before the Court of First Instance and Court of Appeal, up until the decision of the latter.

The Obligor may also file with the relevant Court of First Instance a petition for the annulment of certain actions of the foreclosure proceedings based on reasons pertaining to

both the validity of the order of payment and to procedural irregularities (an **Article 933 Annulment Petition**) pursuant to article 933 of the Greek Civil Procedure Code. Both Annulment Petitions may be filed either concurrently or consecutively, but it should be noted that the Article 632-633 and Article 933 Annulment Petitions may not be based on reasons pertaining to the validity of the order for payment, should the order for payment have become final as above mentioned. The time for the filing of such Annulment Petitions varies depending on the action that is so contested.

The filing of an Article 933 Annulment Petition entitles the Obligor to file a petition for the suspension of the enforcement until the decision of the Court of First Instance on the annulment motion is issued pursuant to article 938 of the Greek Civil Procedure Code (an **Article 938 Suspension Petition**). Again, foreclosure proceedings may be suspended until the hearing of this Article 938 Suspension Petition, which, in the normal case where the Obligor seeks the suspension of the auction, is heard 5 days prior to the auction and the relevant decision is issued 2 days prior to the auction. It should nevertheless be noted that such suspension is more difficult to obtain than the suspension under the Article 632 Suspension Petition, since the Court has to assess not only the likelihood that the corresponding Article 933 Annulment Petition would be proved successful, but also that there is a danger of irreversible damage to the Obligor, should the foreclosure continue.

The Obligor may seek the postponement of the auction by alleging that the value of the property has been underestimated by the enforcing party or that the fixed first offer is too low. However, the initial auction price cannot be less than the taxable (“objective”) value of the property (set out in accordance with articles 41 and 41a of Greek law 1249/1982), pursuant to the recently passed law 3714/2008 for the protection of borrowers. Furthermore, suspension of the auction for up to six months may be sought by the Obligor, on the grounds that there is a good chance of the Obligor being able to satisfy the enforcing party or that, following the suspension period, a better offer would be received at auction.

Once the allocation of proceeds amongst the creditors of the Obligor has been determined pursuant to a deed issued by a notary public, the creditors of the Obligor may dispute the allocation and file a petition contesting the deed. The Court of First Instance adjudicates the matter but the relevant creditor is entitled to appeal against the decision to the Court of Appeal. This procedure may delay the collection of proceeds for up to two and a half years. This can further delay the time at which the Issuer finally receives the proceeds of the enforcement of the relevant property.

In addition, there is a period of mandatory suspension for all enforcement procedures between 1st and 31<sup>st</sup> August of each year, except for auctions, which cannot be conducted between 1st August and 15<sup>th</sup> September of each year.

### **Auction proceeds**

The proceeds of an auction following the enforcement against a property securing a Receivable have to be allocated in accordance with articles 975 and 976 of the Greek Civil Procedure Code. These articles require the notary public which acted as the auction clerk to deduct the expenses (including legal, bailiff's and notarial fees) incurred in connection with the enforcement and to satisfy in priority claims against the relevant Obligor pursuant to employment relationships and contracts for legal and educational services arising in the previous two years, from the proceeds. Up to one-third of the remaining proceeds are

allocated to the following creditors of the Obligor, to the extent applicable, in the following order:

- (i) claims for hospitalisation and funeral costs of the Obligor and his family arising in the previous 12 months;
- (ii) costs for the nourishment of the Obligor and his family arising in the previous six months;
- (iii) claims by farmers or farming partnerships arising from sale of agricultural goods arising in the previous 24 months;
- (iv) claims of the Greek state and municipal authorities that have been assessed to be due and payable prior to the auction;
- (v) claims of social security funds arising prior to the day of the auction; and
- (vi) claims by the collective guarantees fund (if the obligor is or was an investment services company under the meaning of Greek law 3606/2007) arising in the previous 24 months.

The remaining two-thirds of the proceeds is allocated, first, to secured creditors in order of class and date of creation of security and any subsequently remaining amounts are allocated to unsecured creditors. Accordingly,

(a) in the case of Receivables that are secured with a Pre-Notation: the Issuer as owner of a first (or in some cases, second) ranking Pre-Notation could be limited to receiving approximately two-thirds (or less, in case of second ranking pre-notation) of the proceeds raised by an auction of a property securing a Receivable if a claim under article 975 exists. In such case, the proceeds may not be sufficient to discharge the amount that is owed by the Obligor to the Issuer under the Receivables Contract which may affect the Issuer's ability to meet its obligations in respect of the Notes.

(b) in the case of Receivables where no security has been granted by the relevant Obligors: subject to the amounts to be satisfied in priority of the claims of the Issuer following the completion of the auction process in accordance with Articles 975 and 976 of the Greek Civil Procedure Code in respect of an enforcement proceeding against an Obligor, the remaining proceeds may be insufficient to discharge the amount owed by the Obligor to the Issuer as an unsecured creditor under the relevant Receivable, which may have an adverse effect on the ability of the Issuer to meet its obligations in respect of the Notes.

The length, complexity and uncertainty of success of enforcement procedures in Greece means that in relation to any defaulted or delinquent Receivables Contract there may be a substantial delay in recovering any amounts due thereunder which may adversely affect the Issuer's ability to meet its obligations under the Notes.

Once the allocation of proceeds amongst the creditors of the Obligor has been determined pursuant to a deed issued by a notary public, the creditors of the Obligor may dispute the allocation and file a petition contesting the deed. The Court of First Instance adjudicates the matter but the relevant creditor is entitled to appeal against the decision to the Court of Appeal. This procedure may delay the collection of proceeds for up to two and a half years.

This can further delay the time at which the Issuer finally receives the proceeds of the enforcement of the relevant property.

Any claims arising from employment relationships and contracts for legal and educational services arising in the previous two years are ranked before any other creditor after deduction of the enforcement expenses. After deducting such claims, one-third of the remaining proceeds is allocated to claims of the public sector and other preferential claims listed in article 975 of the Greek Civil Procedure Code and two-thirds to the secured creditors i.e. mortgagees or pledgees. Once the list of creditors is confirmed and adjudicated, the proceeds are distributed according to the ranking order.

### **Greek Securitisation Law**

The Greek law No 3156/2003 (the **Securitisation Law**) came into force in June 2003. The transactions contemplated in this Prospectus are based, in part, on the provisions of the Securitisation Law. So far as the Issuer is aware, as at the date of this Prospectus there have been a number of other issues of securities based upon the Securitisation Law but there has been no judicial authority as to the interpretation of any of the provisions of the Securitisation Law. For further information on the Securitisation Law, see *Summary of the Greek Securitisation Law*. There are a number of aspects of Greek law which are referred to in this Prospectus with which potential Noteholders are likely to be unfamiliar. Particular attention should be paid to the sections of this Prospectus containing such references.

### **UK Taxation Position of the Issuer**

The Issuer has been advised that it will fall within the new UK securitisation company regime (as introduced by the Taxation of Securitisation Companies Regulations 2006 (the **Securitisation Regulations**)), and as such will be taxed only on the amount of its retained profit, for so long as it satisfies the conditions of the Securitisation Regulations. The Issuer will covenant in the Transaction Documents not to do anything (or permit anything to be done) which will result in the Issuer ceasing to satisfy the conditions to qualify as a securitisation company within the scope of the Securitisation Regulations.

### **Greek Taxation of the Issuer**

The structuring of the servicing arrangements between the Issuer and the Servicer is intended not to result in the Issuer having a permanent establishment in Greece for the purposes of Greek taxation law.

However, if the Issuer were deemed to have a permanent establishment in Greece, the Issuer would be taxed on its income generated in Greece as well as on its income generated in the UK, and may need to establish a branch or fulfil certain administrative requirements in Greece. If this were to occur, the Issuer would be liable for income tax (currently calculated at the rate of 25 per cent.) on its net profits generated in Greece. The net profits in such instance would be calculated at the discretion of the Greek tax authorities since the Issuer does not maintain tax records in Greece. If the Issuer were to maintain such records, the net profits would likely include the aggregate of the amount set out in item (vi) of the Pre-Enforcement Interest Priority of Payments and the Reserve Account (less an amount equal to the Subordinated Reserve Loan) held by it at the end of each fiscal year. The Issuer may also be liable to fines. However, this situation has not arisen before. Consequently, if this

situation were to arise, the exact tax liabilities of the Issuer could not be predicted with certainty and may in fact be higher than as set out above.

### **Change of Law**

The structure of the issue of the Notes is based on English law and the law of the Hellenic Republic in effect as at the date of this document. No assurance can be given as to the impact on the interests of the Noteholders of any possible change to English law or the law of the Hellenic Republic (or the laws of any other jurisdiction) or change in administrative practice in the United Kingdom or the Hellenic Republic after the date of this document.

### **Small companies moratorium**

The Insolvency Act 2000 (the **Insolvency Act**) introduced significant changes to the UK insolvency regime including provisions which allow certain "small" companies to obtain protection from their creditors for a period of 28 days for the purposes of putting together a company voluntary arrangement with the option for the creditors to extend the protection period for a further two months.

During this period, no insolvency procedures may be commenced in relation to the company, any security created by the company over its property cannot be enforced and no other legal process can be taken in relation to the company except with the consent of the Court.

A company may continue to make payments in respect of its debts in existence before the beginning of the moratorium only if there are reasonable grounds for believing such payments will benefit the company and the payment is approved by either the moratorium committee of the creditors of the company or, if none, by a nominee of the company appointed under the provisions of the Insolvency Act 2000.

For the purposes of the Insolvency Act 2000, a "small company" is defined as one which satisfies two or more of the following criteria: (i) its turnover is not more than £5.6 million; (ii) its balance sheet total is not more than £2.8 million; and (iii) the number of its employees is not more than 50.

For as long as the turnover of the Issuer is greater than £5.6 million and its balance sheet total is greater than £2.8 million, the Issuer will not be regarded as a "small company" under the law as it currently stands. The Secretary of State for Trade and Industry may by regulation in the future modify the eligibility requirements for the applicability of the Insolvency Act 2000 and the definition of a "small company".

Whether or not the Issuer is a "small company" within the provisions of the Insolvency Act 2000 will be an accounting matter determined on a financial year by financial year basis for the Issuer.

Pursuant to Regulations made by the Secretary of State which came into force on 1 January 2003, companies which are party to an agreement which is or forms part of a capital market arrangement, under which a party incurs or when the agreement was entered into was expected to incur a debt of at least £10 million and which involves the issue of a capital market investment, are excluded from being eligible for the moratorium. The definitions of "capital market arrangement" and "capital market investment" are broad, such that, in general terms, any company which is a party to an arrangement which involves at least £10 million of

debt, the granting of security to a trustee, and the issue of a rated, listed or traded debt instrument, may be ineligible to seek the benefit of the small companies moratorium.

In addition, there is an exclusion from the moratorium provisions for any company which has incurred a liability (including a present, future or contingent liability) of at least £10 million. While the Issuer should fall within this exception, there is no guidance as to how the legislation will be interpreted and the Secretary of State for Trade and Industry may by regulation modify the exceptions. No assurance may be given that any modification of the eligibility requirements for "small companies" and/or the exceptions will not be detrimental to the interests of the Noteholders.

The moratorium provisions may serve to limit the Trustee's ability to enforce the security granted by the Issuer if, first, the Issuer falls within the eligibility criteria for a moratorium at the relevant time; secondly, if the directors of the Issuer seek a moratorium in advance of a company voluntary arrangement; and, thirdly, if the Issuer is considered not to fall within an exception: in those circumstances, the enforcement of the security by the Trustee may, for a period, be prohibited by the imposition of the moratorium.

Even if a moratorium could delay enforcement proceedings against the Issuer, this would be for a maximum period of only three months as described above (subject to the Secretary of State increasing, by order, the period for which a moratorium may be obtained). In addition, even if a protection period were granted in relation to it, it could obtain approval to continue to make payments in accordance with the Trust Deed and the Conditions.

### **Share of floating charge assets for unsecured creditors**

The Enterprise Act 2002, which received royal assent on 7 November 2002 and was brought into force on 15 September 2003 (the **Enterprise Act**), also inserted a new Section 176A into the Insolvency Act, which provides that where a company has gone into liquidation or administration, or where there is a provisional liquidator or receiver, a "prescribed part" of the company's net property is to be applied in satisfaction of unsecured debts in priority over floating charge holders.

By virtue of the relevant prescribing order, the ring fencing of the "prescribed part" applies to floating charges which are created on or after 15 September 2003. The amount available for unsecured creditors will depend upon the value of the chargor's **net property**, being the amount of the chargor's property which would otherwise be available for satisfaction of the claims of floating charge holders or holders of a debenture secured by a floating charge. As at the date of this Prospectus, the **prescribed part** has been set as 50% of the first £10,000 of a company's net property and 20% of the net property that exceeds £10,000; provided that such amount may not exceed £600,000. Where the company's net property is less than a prescribed minimum of £10,000, the liquidator, administrator or receiver may disapply this rule without application to the Court in respect of a company if it thinks that the cost of making a distribution to unsecured creditors would outweigh the benefits. If the company's net property is more than the prescribed minimum, the liquidator, administrator or receiver may apply to the Court for an order that the rule may be disapplied on the same ground.

Accordingly, any floating charge realisations upon the enforcement of the Security will be reduced by the operation of the ring fencing provisions. A receiver appointed by the Trustee would also be obliged to pay preferential creditors out of floating charge realisations in priority to payments to the Secured Creditors (including the Noteholders), respectively.

Following the amendments to the Insolvency Act introduced by the Enterprise Act, the categories of preferential debts are certain amounts payable in respect of occupational pension schemes, employee remuneration and levies on coal and steel production. It should be noted, however, that pursuant to the covenants contained in the relevant Transaction Documents, the Issuer is not permitted to have any employees and its activities are otherwise restricted. Accordingly, if the Issuer complies with the covenants contained in the Transaction Documents it is unlikely that the Issuer will have any preferential creditors.

### **Appointment of administrative receiver in respect of Issuer**

As a result of the amendments made to the Insolvency Act by the Enterprise Act, the holder of a qualifying floating charge created on or after 15 September 2003 is prohibited from appointing an administrative receiver and, consequently, is unable to prevent the chargor entering into administration, unless the floating charge falls within one of the exceptions set out in sections 72A to 72GA of the Insolvency Act.

The Trustee will not be entitled to appoint an administrative receiver over the assets of the Issuer unless the floating charges in its favour fall within at least one of the exceptions.

The exceptions include a capital markets exception in respect of, in certain circumstances, the appointment of an administrative receiver pursuant to an agreement which is or forms part of a **capital market arrangement** (as defined in the Insolvency Act). This exception will apply if a party incurs or, when the agreement in question was entered into, was expected to incur a debt of at least £50 million and if the arrangement involves the issue of a capital market investment (also defined in the Insolvency Act but, generally, a rated, traded or listed bond).

Although there is yet no case law on how this exception will be interpreted, the exception should be applicable to the transactions described in this Prospectus so far as it concerns the floating charge created by the Issuer under the Deed of Charge. However, the Secretary of State may, by secondary legislation, modify the exceptions to the prohibition on appointing an administrative receiver and/or provide that the exception shall cease to have effect. No assurance can be made that any such modification or provisions in respect of the capital market exception will not be detrimental to the interests of the Noteholders.

### **Financial Collateral Arrangements (No. 2) Regulations**

The Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the **Regulations**) (which implement the Financial Collateral Directive (Directive 2002/47/EC)) sets out certain rules governing the provision of financial instruments and cash as collateral. The Regulations apply to financial collateral provided by way of an outright transfer and to security interests. The effect of the Regulations on the security interests to be created in connection with the transactions contemplated in this Prospectus may be to disapply key pieces of insolvency law such as the restrictions on the enforcement of security, which are contained in the Insolvency Act 1986 and which would otherwise apply to security taken over financial collateral.

Regulations are uncertain for a number of reasons, including whether the Regulations have interpreted Directive 2002/47/EC too widely and, in the absence of any case law on the Regulation or further guidance being given on its interpretation, the exact scope and effect of the Regulations is unclear.

### **Greek insolvency proceedings**

The effect of Regulation 1346/2000 of the EU Council on Bankruptcy Proceedings is not yet clear since the legislation and its implementation across the various European Union member states is still relatively recent. It can not be excluded that Bankruptcy Proceedings may be commenced against the Issuer in Greece, in accordance with this Regulation. Although a receiver would be appointed over the Issuer in Greece, and the Servicer would cease to be capable of administering its operations in Greece, this would not affect the ability of the Trustee to receive its rights and claims secured by a pledge under Paragraph 18 of Article 10 of the Law, since in accordance with Greek Law the Trustee, as the pledgee under Paragraph 18 of Article 10 of the Law, would be entitled to receive any claims out of the Receivables and their Related Security in accordance with Article 1254 of Greek Civil Code.

### **Security over Issuer Bank Accounts**

Under the Greek Pledge the Issuer will grant security, in favour of the Trustee for the benefit of the Trustee and the Secured Parties, over all amount that may from time to time be deposited in and stand to the credit of the Issuer Bank Accounts, as well as over any related or accessory claim of the Issuer, including, without limitation, interest accrued or accruing thereon.

So long as the indebtedness secured pursuant to the Greek Pledge has not become due and payable in whole, the Issuer (or the Issuer Account Bank, as instructed by the Issuer) will be entitled to withdraw any funds from the Issuer Bank Accounts without any prior authorization, approval or consent of the Trustee. Upon the secured indebtedness becoming due and payable in whole or in part, the Trustee, without the need of any court proceedings, will be entitled to collect all amounts deposited in the Issuer Bank Accounts, which it will keep and set-off against the indebtedness secured by the relevant pledge.

Bank deposits held in Greece are also subject to attachment. The attachment procedure consists of the service of a copy of an executory title under Greek procedural law with a notice of attachment by the creditor upon the debtor and the third party-payee of the receivable. This type of enforced execution is called “attachment in the hands of a third party”. In the case of pledged accounts, such an attachment does not affect the rights of the pledgee as described above. Thus the Trustee may continue exercising the aforementioned rights, as Trustee for the Secured Parties notwithstanding the making of such attachment.

### **Ownership over the Lease Assets**

No right of ownership over the Lease Assets is transferred to the Issuer. Pursuant to the Financial Leasing Law, following the registration of each Receivables Contract with the special registry (of Greek law 1038/1949) kept with the competent court of first instance (pursuant to para. 2 of art. 4 of the Financial Leasing Law), and for so long as the relevant Receivables Contract remains in force, no rights in rem may be established in favor of third parties over the Lease Assets. Accordingly, the ownership of the Lease Assets remains with the Seller and the Issuer will benefit from the proceeds received in respect of the Future

Claims arising from the sale by the Seller (or otherwise liquidation, in the event of Seller's bankruptcy) of the Lease Assets.

As the ownership over the Lease Assets is retained by the Seller, after the termination of the relevant Receivables Contract (for any reason whatsoever) the above protection of ownership against third parties ceases to be in force and third parties creditors of the Seller may acquire rights in relation to or enforce execution against the Lease Assets which prejudice the collection of the Future Claims by the Issuer. In particular, if a creditor, either secured or unsecured, is vested with an executory title (e.g. an order for payment) against the Seller, such creditor may seek to enforce such title by seizure and auction of the Lease Asset, in an amount sufficient to satisfy the relevant claim. This means that the Lease Assets, which remain the property of the Seller, following termination of the relevant Receivables Contract, will be at the risk of execution from Seller's creditors. Following bankruptcy of the Seller resulting in the suspension of creditors' enforcement procedures, such enforcement action may not be initiated by unsecured creditors.

### **Repossession of a Lease Asset**

Following termination, for any reason whatsoever, of a Receivables Contract, the Seller, being the legal owner of the Lease Asset, may seek repossession of the Lease Asset. To this effect: **(i)** in case of Receivables Contracts executed under private instrument and not by notarial deed (i.e. Equipment Lease Contracts and Vehicle Lease Contracts, other than those relating to lorries for public use purposes (“*FDX*”) and tourist buses), a court order is required; while **(ii)** in case of Receivables Contracts executed by notarial deed (i.e. Real Estate Lease Contracts and Vehicle Lease Contracts relating to lorries for public use purposes (“*FDX*”) and tourist buses), no court order is required.

In particular, repossession procedure under Greek law may be summarized as follows:

**(a)** in case of moveable assets of any nature (including lorries for public use purposes (“*FDX*”) and tourist buses), an order of the Justice of Peace (“*eirinodikio*”) is issued upon application for the repossession of the leased asset made by the lessor at the Justice of Peace. Upon issuance of the repossession order and after twenty four (24) hours following service thereof upon the lessee, a judicial bailiff goes to the location where the leased asset is found and takes possession thereof, whether such asset is found in the hands of the lessee or of a sub-lessee. The bailiff draws up a memorandum of repossession and delivers physical possession of the equipment to the lessee initiating the execution. In the course of the repossession procedure the lessee may appeal against the repossession order of the Justice of Peace. The lessee may also file objections against the enforced execution by filing an Article 933 Annulment Petition and also apply for a stay of execution by filing an Article 938 Suspension Petition, if the lessee contends irregularities of the proceedings either as to substance or as to form. These are the usual remedies of any debtor against attempted enforced execution against it (see **Suspension of Enforcement Proceedings** above and **Enforcing Security** below)

**(b)** in case of lorries for public use purposes (“*FDX*”) and tourist buses, a certified copy of the relevant notarial deed issued by the notary (“*apografo*”), at the request of the lessor (as creditor initiating the relevant enforced execution), is an executory title under Greek Civil Procedure Code. After three (3) working days following service thereof upon the lessee, a judicial bailiff goes to the location where the leased asset is found and takes possession thereof as described in paragraph (a) above.

(c) in case of real property, a certified copy of the relevant notarial deed issued by the notary (“*apografo*”), at the request of the lessor (as creditor initiating the relevant enforced execution), is an executory title under Greek Civil Procedure Code. After three (3) working days following service thereof upon the lessee, a judicial bailiff goes to the location where the leased property is located and dispossesses the lessee (or the sub-lessee) from the leased property. In case of resistance by the Lessee, the bailiff (as an officer of the court) may claim assistance from the police and the latter is obliged by law to give such assistance. The lessee may also file opposition against the enforced execution and also apply for a stay of execution, if the lessee contends irregularities of the proceedings either as to substance or as to form. These are the usual remedies of any debtor against attempted enforced execution against it.

The main practical problems that may arise in the repossession of equipment and vehicles are (i) in respect of equipment, the precise identification of the leased asset and (ii) in respect of both equipment and vehicles, the retention by the Obligor of physical possession thereof, during the repossession process.

### **Enforcing Security**

Once a lease contract is in default and terminated, a notice of termination is served on the obligor and on the guarantors, if any, informing them of this fact and requesting them to pay all amounts due. Following service of the notice of termination of the lease contract on the obligor and the guarantors and in the case of continued non-payment, a judge of the competent court of first instance (**Court of First Instance**) is presented with the case upon which the judge issues an order for payment to be served on the obligor and on the guarantors together with a demand for immediate payment which permits enforcement against the borrower and the guarantors. The issuance of such payment order is not necessary in case of lease agreements in respect of real property, lorries for public use purposes (“*FDX*”) and tourist buses, whereby the relevant lease agreement is executed by a Greek notarial deed; in this case, a certified copy of the relevant notarial deed issued by the notary (“*apografo*”), at the request of the lessor (as creditor initiating the relevant enforced execution), is an executory title under Greek Civil Procedure Code and is served on the obligor and on the guarantors together with a demand for immediate payment. Service of the demand to pay is the first action of enforcement proceedings. Three (3) working days after serving the payment order and demand, the obligor’s and/or guarantor’s property can be seized and the auction process starts.

If there is a positive outcome from the property search conducted at the competent Land Registry (“*ypothikofylakeio*”) or the cadastre (“*ktimatologiko grafeio*”, where such cadastres are in operation), the ultimate goal is to collect the proceeds from the property’s auction. These proceedings, which in the case of any Receivables in the Portfolio, will be commenced and pursued by the Servicer, acting in the name and on behalf of the Issuer, with the ultimate purpose being the collection of the Obligor’s due and payable obligations under the Receivables from the proceeds of an auction involving all of the Obligor’s assets.

However, an obligor may delay enforcement against the relevant property by contesting the order for payment and/or the procedure of enforcement, which in turn will delay the receipt of proceeds from an enforcement against any relevant property by the Issuer after the relevant Receivables Contract has been terminated.

The obligor, after being served the order for payment, is granted 15 working days to contest the validity of the order for payment, either on the merits of the case or on the ground of

procedural irregularities. This can be done by filing an Article 632-633 Annulment Petition before the Court of First Instance. At the same time, the obligor can file an Article 632 Suspension Petition for the suspension of the enforcement proceedings as a provisional measure. At the time of filing the Article 632 Suspension Petition, in most cases, immediate suspension is granted up until the hearing of the suspension petition which takes place approximately one to two months after the Article 632 Suspension Petition has been filed. If the court decides that the arguments in the Article 632-633 Annulment Petition are correct and reasonable, the suspension of enforcement will be granted to the petitioner until the issue of the decision on the Article 632-633 Annulment Petition. If the judge decides that the Article 632-633 Annulment Petition has no grounds and rejects this, the suspension enforcement procedures can continue. If the obligor has not filed an Article 632-633 Annulment Petition and subsequent suspension in the first 15 working days, then the lessor may again serve the order for payment whereby a second period of 10 working days is granted to the obligor to contest the procedure. Failure to contest the order for payment will result in the lessor acquiring a final deed of enforcement and then the Pre-Notation is converted to a mortgage.

The Article 632-633 Annulment Petition will be heard within 12 to 14 months after its filing and another six to eight months are required for a decision to be issued by the court, upon which either the enforcement procedures are continued due to the decision rejecting the Article 632-633 Annulment Petition, or the legal process before the Court of Appeal is continued by the lessor until a final decision is reached regarding the contested order of payment. The defeated obligor may also continue the legal process before the Court of Appeal but, in the experience of the Seller, it is highly unusual that a suspension of enforcement proceedings will be granted by the Court of Appeal if the initial suspension was granted up until the decision of the Court of First Instance.

The obligor may also file with the relevant Court of First Instance an Article 933 Annulment Petition for Annulment of certain actions of the foreclosure proceedings based on reasons pertaining to both the validity of the order for payment and to procedural irregularities. Both Article 632-633 and Article 933 Annulment Petitions may be filed either concurrently or consecutively, but it should be noted that the Article 933 Annulment Petition may not be based on reasons pertaining to the validity of the order for payment, should the order of payment have become final as mentioned above. The time for the filing of Article 933 Annulment Petitions varies depending on the action that is so contested. The filing of an Article 933 Annulment Petition entitles the Obligor to file an Article 938 Suspension Petition in relation to the enforcement until the decision of the Court of First Instance on the annulment motion is issued. Again, foreclosure proceedings may be suspended until the hearing of this Article 938 Suspension Petition, which, in the normal case where the Obligor seeks the suspension of the auction, is heard five days prior to the auction and the relevant decision is issued two days prior to the auction. It should nevertheless be noted that such suspension is more difficult to obtain than the suspension under the Article 632 Suspension Petition, since the Court has to assess not only the likelihood that the corresponding Article 933 Annulment Petition would prove successful, but also that there is a danger of irreversible damage to the Obligor, should the foreclosure continue.

The actual auction process is started with seizure of the property, which takes places three working days after the order for payment is served on the obligor. The seizure statement that is issued by the bailiff who performs it, contains the auction date (a Wednesday which is also a business day with the auction terminating not earlier than 17:30 hours) the place and the

notary public who will act as the auction clerk. At this point all mortgagees (including those holding a Pre-Notation of mortgage) are informed of the upcoming auction.

The minimum auction price (which cannot be less than the taxable (“objective”) value of the property (set out in accordance with articles 41 and 41a of Greek law 1249/1982), pursuant to the recently passed law 3714/2008 for the protection of borrowers) is determined within the statement of the bailiff and can be contested by the obligor or any other lender if supported by evidence that the property value is significantly higher or lower than the proposed auction value. In such case, the auction is postponed until a date not exceeding six months from the initial auction date and for a new reserve price, both as determined by the judge. Furthermore, suspension of the auction for up to six months may be sought by the obligor, on the grounds that there is a good chance of the borrower being able to satisfy the enforcing party or that, following the suspension period, a better offer would be received at auction.

While at present the “objective” values of properties are on average lower than their commercial values, there can be no assurance that in the future this will continue to be the case. Where the “objective” values are higher than the commercial values, it may become impossible for creditors to successfully enforce their claims because there may be no bidders at the amount of the “objective” value.

A public auction will occur at the Justice of Peace within the competent territory where the enforcement has occurred. At the first stage of the auction, the bids are submitted in closed envelopes. The bids must be guaranteed either by a letter of credit of monthly duration or by a bank's cheque. At the second step in the auction, the bids are made orally.

In the auction, the property is sold to the highest bidder who then has 15 days to pay. Once the price of the property is paid, the notary public prepares a special deed listing all the creditors and allocating the proceeds of the auction. Each creditor must announce its claim to the notary public within 15 days of the auction, if not, the notary public does not take his claim into account.

In addition, there is a period of mandatory suspension for all enforcement procedures between 1st and 31st August of each year, except for auctions, which cannot be conducted between 1st August and 15th September of each year.

## **GREEK LAW BANKRUPTCY CONSIDERATIONS**

### ***Bankruptcy of the Seller***

The Seller may be declared bankrupt by the court, on the basis of the Greek Bankruptcy Code (Greek law 3588/2007, as currently in force), pursuant to a petition filed by either the Seller or by any of its creditors. In the event of bankruptcy of the Seller:

(a) The Receivables Contracts may not be terminated pursuant to art. 28 of the Greek Bankruptcy Code which provides that all agreements with mutual rights and obligations ("*anfoterovareis simvasis*") continue to be effective after the bankruptcy of any of the parties thereto. The bankruptcy receiver is not entitled to terminate a Receivables Contract save for upon the occurrence of an event of default thereunder. The Seller's bankruptcy does not constitute a termination event under the Financial Leasing Law or the Receivables Contract and the bankruptcy receiver of the Seller is not entitled to terminate a Receivables Contract save for upon the occurrence of an event of default thereunder

(b) Following the registration of a Receivables Contract with the special registry (of Greek law 1038/1949) kept with the competent court of first instance as per article 4 of the Financial Leasing Law, and as long as the Receivables Contract remains in force: (i) the Obligor's rights under the Receivables Contract, including the right to possess and use the Lease Asset, is opposed *erga omnes*; therefore, the bankruptcy receiver or any third party cannot dispossess the Lease Asset of the Obligor or disturb the use thereof; and (ii) no right *in rem* can be established in the Lease Asset in favor of any third party.

(c) Given that the Seller remains owner of the Lease Asset, upon bankruptcy of the Seller, the Lease Asset constitutes part of its bankruptcy estate. In case of termination of the Receivables Contract for any reason whatsoever, the Seller's bankruptcy receiver is entitled to seek repossession of the Lease Asset in order to liquidate it along with all other assets of the Seller's bankruptcy estate. The proceeds of such liquidation (being part of the Future Claims) are assigned to the Issuer and will not constitute part of the Seller's bankruptcy estate.

The exercise by the Issuer of the power to repossess and sell the Lease Asset granted to the Issuer by the Seller by virtue of a Seller to Issuer power of attorney, could be challenged by the Seller's bankruptcy receiver (or any third creditor) on the basis of the Greek Bankruptcy Code, providing that, post bankruptcy, the bankrupt is no longer empowered to sell or otherwise dispose assets belonging to the bankruptcy estate and all transactions in respect thereof have no legal effect nor can they be registered with a public registry, where applicable, if made without the approval of the bankruptcy receiver.

(d) The Seller, even after being declared bankrupt, remains liable to issue invoices in respect of the Receivables and to collect the corresponding VAT, and is the only liable for payment of VAT. Under article 36, paragraph 7 of Greek law on VAT (Law 2859/2000), as currently in force, the bankruptcy receiver is obliged to continue to collect VAT and pay it to the Greek State, being also personally liable for the non-collection and non-payment of VAT.

(e) A substitute servicer may, under Greek tax legislation (article 18a of the Greek Code of Books and Records), be appointed to, *inter alia*, issue invoices in respect of the Receivables (including the corresponding VAT) in the name and on behalf of the Seller.

### ***Bankruptcy of an Obligor***

Under article 4, paragraph 3 of the Financial Leasing Law, the bankruptcy of the Obligor results in the automatic termination of the Receivables Contract. The Seller, as owner of the Lease Asset, may seek repossession, subject to permission of the bankruptcy judge upon the Seller's relevant request made to the bankruptcy receiver. Further, the Issuer may seek recovery in respect of the Receivables owed by the Obligor (including all remaining rent that would have been payable but for early termination, or any other damage caused due to the early termination, subject to section "*Limited Recourse in case of Early Termination and Prepayment*"), as creditor of the Obligor's bankruptcy estate.

### ***Bankruptcy of both the Seller and the Obligor***

If both the Seller and an Obligor are declared bankrupt the relevant Receivables Contract is automatically terminated due to the bankruptcy of the Obligor. The Lease Asset constitutes part of the Seller's bankruptcy estate. The Seller's bankruptcy receiver is entitled to seek repossession of the Lease Asset from the Obligor's bankruptcy receiver (subject to

permission of the bankruptcy judge upon the Seller's relevant request made to the bankruptcy receiver) and liquidate it along with all other assets of the Seller's bankruptcy estate; the proceeds of such liquidation (being part of the Future Claims) are assigned to the Issuer and will not constitute part of the Seller's bankruptcy estate. Further, the Issuer may seek recovery in respect of the Receivables owed by the Obligor, as creditor of the Obligor's bankruptcy estate.

**The Issuer believes that the risks described above are certain of the principal risks inherent in the transaction for Noteholders but the inability of the Issuer to pay interest or repay principal on the Notes may occur for other reasons and, accordingly, the Issuer does not represent that the above statements of the risks of holding the Notes are comprehensive. While the various structural elements described in this Prospectus are intended to lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient or effective to ensure payment to the Noteholders of interest or principal on such Notes on a timely basis or at all.**

## USE OF PROCEEDS

The aggregate net proceeds of the issue of the Notes will amount to € 539,700,000 and will be applied towards payment to the Seller as part of the initial purchase price for the acquisition of the Initial Portfolio (the **Initial Purchase Price**).

The proceeds of the Subordinated Reserve Loan will amount to €51,271,500 and will be used by the Issuer to fund the Reserve Account.

## THE ISSUER

### Introduction

The Issuer was incorporated in England and Wales on 16 July 2009 (registered number 06964804) as a public limited company under the name of Gaia Lease Plc. The registered office of the Issuer is at c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK and its telephone number is 0207 614 1111. The Issuer has no subsidiaries or affiliates. The Issuer has been established as a special purpose vehicle for the purpose of issuing asset backed securities.

### Principal Activities

The principal objects of the Issuer are set out in Clause 4 of its Memorandum of Association. The principal activities of the Issuer will be to acquire the Portfolio, to issue securities, to enter into financial instruments and derivative contracts, to raise or borrow money and to grant security over its assets for such purposes and to lend money with or without security subject to and in accordance with the terms of the Transaction Documents. Copies of the Memorandum and Articles of Association of the Issuer may be inspected at the specified offices of the Issuer and the Paying Agent.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and registration as a public limited company, the authorisation and issue of the Notes and of the other documents and matters referred to or contemplated in this document to which it is or will be a party and matters which are incidental or ancillary to the foregoing. In addition, no accounts have been made up by the Issuer as at the date of this Prospectus.

There is no intention to accumulate surpluses in the Issuer.

The Issuer will covenant to observe certain restrictions on its activities which are detailed in Condition 4 (*Covenants*).

### Directors and Secretary

The directors of the Issuer and their respective business addresses and other principal activities are:

Name	Business Address	Other Principal Activities
Mark Filer	Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK	Company Director
Ruth Samson	Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK	Company Director
Sunil Masson	Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, UK	Company Director
Wilmington Trust SP	Wilmington Trust SP Services	Company Director

Services (London) Limited      (London) Limited, Fifth Floor,  
6 Broad Street Place, London  
EC2M 7JH, UK

The secretary of the Issuer is Wilmington Trust SP Services (London) Limited.

One director of the Issuer is also a director of the Corporate Services Provider.

### **Capital and Shares**

The authorised share capital of the Issuer is £50,000 divided into 50,000 ordinary shares of £1 each. There are no warrants or convertible notes in issue or outstanding.

The Issuer has issued 50,000 ordinary shares with a nominal value of £1 each, 2 of which are fully paid and 49,998 of which are partly paid up. One fully paid up share is held by Martin McDermott as nominee pursuant to the deed of trust made by him as nominee shareholder of the Share Trustee in respect of such share (**Nominee Share Trust Deed**). The remaining issued shares are all held by Wilmington Trust SP Services (London) Limited which holds the entire authorised and issued share capital on trust for certain charitable purposes in its capacity as share trustee pursuant to a trust deed dated on or about on 6 August 2009 (**Share Trust Deed**). The paid up share capital of the Issuer is £12,499,50.

### **Employees**

The Issuer has no employees. The directors are employees of the Corporate Services Provider. The Secretary of the Issuer is the Corporate Services Provider with offices at the same address as the Corporate Services Provider.

### **Corporate Services**

The Issuer will appoint the Corporate Services Provider to provide corporate secretarial and administrative services pursuant to a corporate administration agreement dated the Closing Date between the Issuer, the Corporate Services Provider and the Trustee. The register of members is maintained by the Corporate Services Provider at its office.

### **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 herein.

### **Material Contracts**

Apart from the Transaction Documents to which it is a party, the Issuer has not entered into any material contracts other than in the ordinary course of its business.

### **No Material Adverse Change**

Since the date of the Issuer's incorporation, there has been no material adverse change, or any development reasonably likely to involve any material adverse change, in the condition (financial or otherwise) of the Issuer.

**Financial Information**

From the date of incorporation to the date of this Prospectus the Issuer has not commenced operations and at the date of this Prospectus, no financial statements of the Issuer have been prepared. The Issuer intends to publish its first financial statements in respect of the period ending on 31 December 2010. The Issuer will not prepare interim financial statements.

The Issuer must hold its first annual general meeting within 18 months of the date of its incorporation and thereafter the gap between its annual general meetings must not exceed 15 months.

## **THE ISSUER TRANSACTION ACCOUNT BANK**

Citibank, N.A. is a company incorporated with limited liability in the United States of America under the laws of the City and State of New York on 14 June 1812 and reorganised as a national banking association formed under the laws of the United States of America on 17 July 1865 with Charter number 1461 and having its principal office at 399 Park Avenue, New York, NY 10043, USA and having in Great Britain a principal branch office situated at Canada Square, Canary Wharf, London E14 5LB with company number BR001018.

## THE ISSUER ACCOUNT BANK

### Overview of Piraeus Bank S.A.

Piraeus Bank S.A. (“**Piraeus Bank**”) acts as the Issuer Account Bank under the Transaction Documents.

Founded in 1916, Piraeus Bank was nationalised in 1975 and reverted to private ownership in 1991. Piraeus Bank is a public bank under Greek Law and has been listed on the Athens Exchange (**ATHEX**) since 1918. Piraeus Bank is subject to regulation and supervision by the Bank of Greece as well as the Hellenic Capital Market Commission. Piraeus Bank's registered office is at 4 Amerikis Str, 105 64 Athens, Greece.

Today, Piraeus Bank is the flagship company of the Piraeus Group of companies and the direct parent of the majority of the subsidiaries comprising the Piraeus Group. Piraeus Group is currently the fourth largest banking group in Greece, with 12.2 per cent. market share in terms of loans among all banks in Greece. The Piraeus Group contains a number of companies covering a wide spectrum of retail and commercial banking services in the Greek market, including small and medium-sized enterprises, corporate and investment banking, shipping, mutual funds management, equity brokerage, leasing, financial consulting and bancassurance. These services are offered through Piraeus Bank's branch network and its subsidiaries, and through the electronic banking network of Winbank.

In addition to organic growth, the Piraeus Group has made a series of strategic acquisitions with the goal of establishing a strong presence in the developing Greek banking market. As at 31 March 2009 Piraeus Group had a network of 902 branches (out of which 544 abroad) and 1,387 ATMs and employed 13,935 people (out of which 6,816 were employed in Greece).

As of 31 March 2009, Piraeus Bank's share capital amounted to € 1.572 bn consisting of 329,543,528 common registered shares listed on the Athens Stock Exchange and the total number of shareholders stood at 150,816. No individual shareholder owns an interest in excess of 5.0 per cent. No shareholder has a controlling interest in Piraeus Bank. On 14 May 2009 an agreement was signed whereby the Greek State acquired Piraeus Bank's preference shares amounting to € 370 million within the framework of L.3723/2008 for the enhancement of the Greek economy's liquidity. Additionally, on 1 June 2009, Piraeus Bank, pursuing its strategic aim to further strengthen its capital base, placed to international institutional investors 13,280,976 treasury shares representing 3.95 per cent. of Piraeus Bank's issued and outstanding ordinary shares.

Piraeus Bank's long-term senior debt has been assigned a rating of BBB by Standard and Poor's Ratings Group, the McGraw Hill Company, A2 by Moody's and A- by Fitch Ratings Limited.

The information contained on this page has been provided by Piraeus Bank for use in this Prospectus. Except for the information on this page, Piraeus Bank has not been involved in the preparation of, and do not accept responsibility for, this Prospectus as a whole.

## **THE SELLER, THE ORIGINATOR, THE INITIAL SUBSCRIBER AND THE SERVICER**

### **Piraeus Leasing Societe Anonyme (Piraeus Leases S.A.)**

Piraeus Leasing Societe Anonyme (“**Piraeus Leases**”) is a Greek societe anonyme licensed and regulated by the Bank of Greece and registered with Athens Prefecture. Piraeus Leases is a 100% owned subsidiary of Piraeus Bank (“**Piraeus**”), which is currently rated A- / A2 by Fitch and Moody’s respectively.

Piraeus Leases is among the 3 leading leasing companies in Greece with a 15.5% market share (2007). Piraeus Leases was incorporated in 1993 and provides its services via 320 branches of Piraeus for all types of assets, excluding naval vessels.

In addition to organic growth, Piraeus Leases has made a series of strategic acquisitions with the goal of establishing a strong presence in the developing Greek leasing market. In 2002 and in 2003 respectively Piraeus Leases acquired OTE Leasing SA and ETBA Leasing ATEE.

Piraeus Leases provides exclusively financial leasing products (i.e. where ownership of the asset is transferred to the lessee at the end of the lease). Although the lessor maintains ownership over the asset, most of the risks and rewards associated with ownership are transferred to the lessee. Pursuant to the relevant legislative framework, financial leasing services can only be provided to corporate entities and freelancers.

Key assets financed by Piraeus Leases are (% the composition of the portfolio as of 31 December 2008)

- Real estate**, both direct leasing and sale and lease back (71%)
- Equipment** (16%)
- Vehicles** (11%), mainly divided among trucks and busses and
- Cars** (2%)

Sources of origination are comprised of:

- **Piraeus Bank branches** (~48%)
- **Piraeus Leases directly** (~46%)
- **Vendors** (mainly for referring customers- 6 %)

### **Origination**

The main source of origination for financial leasing agreements offered to Small and Medium sized Enterprises (SMEs) is the Piraeus branch network in the segmentation of business and corporate banking clients. In the case of financial leasing agreements offered to Large Corporates, the origination source is the Large Corporates Division.

Secondarily, origination of financial leasing agreements is conducted directly through Piraeus Leases staff.

A third source of origination is customer referrals from Piraeus Leases's suppliers (vendors).

## SERVICER'S STANDARD BUSINESS PRACTICES, CREDIT APPROVAL, MONITORING AND SERVICING

### Lease Approval Procedures

The majority of leasing transactions entered into by Piraeus Leases originate from Piraeus Bank customers.

The application, along with supporting documentation is received by Piraeus Leases directly, or relevant Piraeus Bank branches, who forward it to Piraeus Leases' headquarters.

A team comprised of a Piraeus Leases' officer/analyst and manager conducts a preliminary evaluation of the lessee's financial and qualitative information and the asset and the transaction characteristics. In certain cases, a meeting is conducted in person with the lessee. If pre-screening results are positive, a credit analysis is carried out and a credit proposal is prepared and submitted to the appropriate approval committee, in line with the total credit exposure to a single debtor (the single debtor principle and Piraeus Leases' credit policy are subject to Piraeus Bank's policy and practice manual and guidelines). The key characteristics evaluated are both qualitative and quantitative (financial statements, asset appraisal, MRA)

The current approval limits for leasing transactions, regardless of the type of the financed asset, are:

- (a) up to 1 million Euro: approved by the Piraeus Leases Approval Committee I (only Piraeus Leases involved);
- (b) up to 30 million Euro: approved by the Piraeus Leases Approval Committee II (both Piraeus Leases and Piraeus Bank involved);
- (c) up to 75 million Euro: approved by the Piraeus Approval Committee (both Piraeus Leases and Piraeus Bank involved); and
- (d) more than 75 million Euro: approved by the Piraeus Executive Board (both Piraeus Leases and Piraeus Bank involved).

The credit evaluation consists of an asset and transaction analysis, an economic and financial analysis of the lessee and an appraisal of the price of the asset, as follows:

- **Asset and transaction analysis:** this is necessary to verify the trustworthiness of the supplier and possible transaction risk, the technological efficiency of the asset, its physical depreciation, its characteristics and its fair market value relative to the proposed transaction price. It also extends to cover the feasibility of disposal, in case the asset is repossessed due to lessee's default and the existence of an organized secondary market for the sale of the asset.
- **Economic analysis:** an evaluation of the market segment in which the lessee operates, with particular consideration given to existing competition, long term growth trends, profitability and structural features. In addition, consideration is given to the individual lessee's clientele, probable losses from defaults and delays in the collection of receivables.
- **Financial analysis:** to verify the lessee's historical and future ability to produce operating profit and sufficient cash flow, following the integration of the asset in its

productivity cycle. In particular, attention is paid to the relationship between the lessee's financial resources, operating profit and turnover of its short-term commitments, financial obligations (bank loans, other leasing obligations) and interest expenditure. It also entails the lessee's or any guarantor's past credit history and lessee related information received from market participants.

The time required for completion of the analysis and approval of individual leases depends on the necessary documentation being complete, on the type of asset and on any supporting communications being provided to Piraeus Leases.

### **Credit monitoring**

Rental instalments are paid according to a payment schedule predetermined and agreed with each lessee in its respective contract. Lessees agree to pay either monthly, quarterly or in semi-annual instalments, the most common being the monthly rental scheme (85%) whereas quarterly instalments make up only 14% and semi-annual instalments 1% of all lease contracts.

The main and preapproved method of payment is cash payment (direct debit or cash payment direct to Piraeus Leases' accounts). Default interest is charged from the fifth day following the missed payment and collected in accordance with the current governmental legislation and regulatory framework. In cases of over 90 days of payment delay, rentals are debited whereas default interest is not. The latter is debited and collected when the lease contract returns to its former status (less than 90 days payment delay).

Payments in respect of rental instalments are made either by (i) debiting the lessee's bank account (18%), or (ii) payment by same-day cheque or cash (82%) at any Piraeus Bank branch directly into Piraeus Leases' account held with Piraeus Bank.

The payment history of Piraeus Leases' customers is monitored by Piraeus Leases and Piraeus Bank on a continuous basis with the support of a software platform which manages all lease stages, from original disbursements through to the termination of the lease contracts. Additionally, monthly reports in respect of non-performing leases and defaulted leases are submitted to the Group Risk Management and Capital Adequacy Unit of Piraeus Bank and monthly meetings between the CEO and the heads of the competent departments are held. If the relevant lessee is also a Piraeus Bank customer, the appropriate branch and managing division of Piraeus Bank is also informed and joint action is then taken.

Portfolio collections monitoring is managed by the Debt Collection Department which provides feedback to the Credit Department. The Debt Collection Department is a section of the operations division of Piraeus Leases. It monitors accounts in delay, makes telephone calls, drafts reminder letters, restructures payments if required, cooperates with Piraeus Bank retail branches and the Risk Managing Unit and Capital Adequacy Unit of Piraeus Bank in order to produce statements and performs all functions and takes all necessary steps as required in each particular situation. The Debt Collection Department currently employs 7 professionals (6 collections officers and the Department Head).

On a day-to-day basis the Debt Collection Department, supported by the software platform of Piraeus Bank, closely monitors all of the lessees' accounts and is immediately informed on the day any lessee misses its payment. Following receipt of such information the Debt Collection Department closely monitors such lessee's behaviour. From the day the lessee misses its payment and for a period not exceeding 60 days from such missed payment, the collections officers are in constant telephone contact with the lessee in order to enquire about

the payment. If the payment has not been received by the end of the 60-day period, the Debt Collection Department notifies the lessee thereof by means of an electronically-produced hard copy reminder letter, sent by post. If the default remains un-remedied after the first reminder letter, the company may send the lessee a second reminder letter by post. At the same time, the Debt Collection Department places this lessee under closer observation, combining reminder letters with telephone calls and monthly checks of the lessee's accounts. The local Piraeus Leases branch in charge of the lessee is also informed in order to combine its efforts with the Debt Collection Department of Piraeus Leases. If the default remains un-remedied for a further 30-day period (in total for a period of 90 days), the Debt Collection Department intensifies its efforts by checking the lessee's accounts every 15 days in order to have an up-to-date picture of the evolution of the lessee's default, in addition to the intensification of telephone calls and reminder letters. If payment has not been received by the end of the 120-day period, the Debt Collection Department proceeds to a weekly check of the lessee's accounts combined with telephone calls. At that stage and for a period not exceeding 60 days (120-180 days from the missed payment) both the possibility of a reminder letter signed by a lawyer and delivered by a bailiff and/or the reorganisation of payments and co-operation with Piraeus Leases' Legal Department in relation to the termination of the lease contract are envisaged.

The above-mentioned actions (e.g. a reminder letter signed by a lawyer and delivered by a bailiff and/or the reorganisation of payments and co-operation with the legal department in relation to the termination of the lease contract) may also be considered at an earlier stage and not solely after 120 days, depending on the lessee and the likelihood restoring its rental payments to normality.

If the above-mentioned actions are not successful, a notice of termination of the lease contract is delivered and the asset is repossessed. The repossessed asset is then offered for sale to specialised operators (including the original suppliers).

### **Legal Recovery Process**

If the foregoing measures are not successful, the lessee's file is assigned to the Legal Department of Piraeus Leases to institute the appropriate legal action to repossess the asset and/or recover any defaulted payments, with written notice being given to the relevant lessee and the guarantor, if any. In the overwhelming majority of cases, Piraeus Leases' Legal Department commences legal action after receiving notification from Piraeus Leases Debt Collection Department of the lessee's (and guarantor's, if any) refusal or inability to pay the delayed rent.

Piraeus Leases uses 8 internal lawyers and elects the Athens Courts as preferred (and only) courts for any litigation.

The in-house Legal Department has full access to all available information concerning non-performing leases.

### *Foreclosure Procedures*

The lessee does not have the right to terminate the lease contract prior to its contractual expiration date. Piraeus Leases (the lessor), on the other hand, has the right to terminate the lease contract at any time upon occurrence of certain events (each an “**Event of Default**”). The main Events of Default are the following:

- (a) delay of rental payment up to 2 rental payments (60 days or 240 days depending on the term);
- (b) non-payment of any other amount in respect of the lease contract (e.g. insurance premiums);
- (c) breach of a lease contract;
- (d) bankruptcy of the lessee or seizure of any real estate property of the lessee in which Piraeus Leases has a security interest;
- (e) deterioration of the lessee’s economic condition;
- (f) change of control over the lessee (in case of the lessee being a legal entity) at a percentage exceeding 50% of its registered capital; and
- (g) termination of any other lease contract(s) between Piraeus Leases and the lessee.

Following termination of a lease contract, Piraeus Leases will proceed to do the following:

- (a) to repossess the leased asset;
- (b) to sell the leased asset after repossession;
- (c) to claim payment of the outstanding amount (of rentals); and
- (d) depending on the outcome of the actions under items (a)-(c) (i.e. where it is impossible to repossess the leased asset or where the value of the leased asset is not sufficient to cover Piraeus Leases’ claim in full or even where the repossessed leased asset does cover the totality of Piraeus Leases’ claim against the particular lessee) and with a view to completely satisfy its claim in relation to the particular leasing transaction, to either (i) claim whole or part of the amount corresponding to the remaining unpaid capital of the leasing transaction which is divided and comprised in future rentals, or (ii) claim the totality or part of the future rentals as calculated under the lease contract.

Regarding repossession of a leased asset, the procedure may differ depending on whether:

- (a) the lease contract is documented by way of a notarial deed (contracts prepared and signed in the presence of a notary public and relating to real estate, lorries for public use purposes (“*FDX*”), tourist buses, etc.); or
- (b) the lease contract is documented by way of a private contract (contracts signed without a notary’s presence and relating to equipment, vehicles etc.).

Regarding monetary compensation, the following procedures may be used:

- (a) collecting the money upon issuance of an order of payment (notary & private lease contracts);

- (b) collecting the money upon receiving a final court decision (private & notary lease contracts); and
- (c) collecting the money upon receiving a copy of the lease contract from a notary public.

**In case of notarial lease contracts**, 30 days after notification of termination, Piraeus Leases receives from the notary public a copy of such contract vested with the powers of an enforcement deed (“*apografo*”). An “*Apografo*” contains the same powers of enforcement as an order of payment or a final court decision. A copy of the “*apografo*” is served on the lessee by a bailiff together with an order to return to Piraeus Leases the leased real estate or lorry for public use purposes (“*FDX*”) or tourist bus. Three business days after the service of the “*apografo*”, the bailiff can evict the lessee from the use of the real estate and / or repossess the lorry for public use purposes (“*FDX*”) or tourist bus or real estate. Piraeus Leases may either (i) file before the court an application for the issuance of an “order of payment” (“*diatagi pliromis*”) in order to be able to collect by enforcing on the remaining property of the lessee and to register a pre-notation of mortgage or a provisional seizure of the real estate and other assets owned by the lessee or guarantor, or (ii) claim the outstanding amount by sending to the lessee a second copy of the “*apografo*” together with an order to pay. Piraeus Leases may sell the repossessed real estate / lorry for public use purposes (“*FDX*”) or tourist bus and, either in parallel or post-sale, seek satisfaction for the remainder of its claim (if any).

**In case of private lease contracts**, 30 days after notification of termination, Piraeus Leases may file before the court an application for injunctive relief ordering the lessee to return the leased equipment or vehicle to Piraeus Leases. If the lessee fails to adhere to the injunction, it will face civil and / or criminal penalties and may have to pay damages or suffer other sanctions. After publication of the court’s order, Piraeus Leases may proceed to any other legal actions for the repossession of the equipment or vehicle and payment of the outstanding amounts due. Piraeus Leases may simultaneously file an application for the issuance of an “order of payment” (“*diatagi pliromis*”) for all outstanding amounts. When the “order of payment” is issued, Piraeus Leases will enforce the “order of payment” for the remainder of its claim under the lease contract, if any, after the sale of the repossessed assets by seizure and auction of assets owned by the lessee (if any), provided Piraeus Leases has first established either a pre-notation of mortgage on real property or provisional seizure of the assets.

In both procedures (notarial and private lease contracts) the lessee is entitled by law to raise objections at all stages within specific time limits.

In case the estimated value of the leased asset does not cover Piraeus Leases’ claim then Piraeus Leases will proceed to have an “order of payment” (“*diatagi pliromis*”) issued.

## DESCRIPTION OF THE PROVISIONAL PORTFOLIO

### The Receivables

#### *The Portfolio*

On the Initial Purchase Date, the Issuer will purchase the Initial Portfolio from the Seller pursuant to the terms of the Receivables Sale Agreement and the Greek Assignment Agreement. The Initial Portfolio shall not exceed and will be as close as possible to the initial aggregate Principal Amount Outstanding of the Notes on the Closing Date, and will be selected (in accordance with the criteria summarised below) from the **Provisional Portfolio**, which will substantially comprise a pool of receivables owned by the Seller which have the characteristics indicated below as at the 9 July 2009 (the **Cut-Off Date**).

All information and statistical data contained in this section are representative of the characteristics of the Provisional Portfolio (which, for the avoidance of doubt, may differ from the characteristics of the Initial Portfolio at the Closing Date).

All Receivables Contracts have been entered into by Piraeus Leases and each Receivables Contract provides for a defined payment schedule, with the Obligor having the option to purchase the Lease Asset at the Residual Value at the end of the contractual term after performing all the obligations it is required to perform under such Receivables Contract. The claims in respect of the Residual Value will not form part of the Initial Portfolio or any Subsequent Receivables or Replacement Receivables portfolios.

The Receivables Contracts have been entered into by Piraeus Leases primarily with small and medium size private businesses and other individual entrepreneurs (i.e. natural persons). The Receivables Contracts are based on Piraeus Leases' standard form which incorporates certain standard terms and conditions and which contains a description of the asset, the rental payment, and any other agreed terms or conditions. The Receivables Contracts are substantially similar in general form and content but each is unique to the asset included in the Receivables Contracts and to the extent of its specially negotiated terms and conditions, if any.

All of the Receivables Contracts are net leases which require the Obligor to maintain the asset in good working order or condition, to bear all other costs of operating and maintaining the asset, inclusive of payment of taxes and insurance relating thereto and cannot be terminated by the Obligor.

The Receivables comprised in the Initial Portfolio will be receivables from Real Estate Lease Contracts, Equipment Lease Contracts and Vehicle Lease Contracts. The Receivables will be divided into the following pools:

- (a) Pool A, comprising three pools/ Sub-Portfolios: Pool 1 (Real Estate Sub-Portfolio); Pool 2 (Vehicle Sub-Portfolio) and Pool 3 (Equipment Sub-Portfolio); and
- (b) Pool B, comprising certain receivables arising out of Real Estate Lease Contracts entered into with the following entities:

(a) Babis Vovos S.A., with whom the Seller has entered into two Real Estate Lease Contracts. The underlying Lease Asset of one of these Real Estate Lease Contracts has been sub-leased by Babis Vovos S.A. to Cosmote S.A. Part of the underlying Lease Asset of the other of such Real Estate Lease Contracts has been sub-leased by Babis Vovos S.A. to Microsoft Hellas S.A. Payments due under the above sub-leases had been assigned, by way of security, to the Seller by Babis Vovos S.A. and the relevant sub-lease payments were directly paid to the Seller until the Closing Date; and

(b) Carrefour-Marinopoulos S.A..

**The Issuer has not made or caused to be made on its behalf all of the enquiries, searches or investigations which a prudent purchaser of the relevant assets would make and the Trustee has made no such enquiries, searches or investigations and will not be liable for failing to do so but each of them will rely on the representations and warranties to be made by the Seller to be contained in the Receivables Sale Agreement.**

## POOL A

**Characteristics of the Provisional Portfolio (the tables below have not been subject to any audit)**

**Table 1: Summary**

Number of contracts	4,032
Number of debtors	2,007
Total balance (€)	571,442,855
Total net balance (€)	527,717,630
Total original balance (€)	787,945,196
Total net original balance (€)	744,219,972
Average net balance (€)	130,882
Largest contract (%)	1.817
Largest debtor (%)	1.983
WA rate (%)	3.799
WA spread (%)	2.553
WA seasoning (m)	27.526
WA remaining term (m)	111.537

**Table 2: Pool type**

Pool type	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
Passenger vehicle	505	12.52	10,286,908.07	1.80	9,286,001.36	1.76	18,388.12
Equipment	2,123	52.65	109,961,479.86	19.24	109,959,479.65	20.84	51,794.39
Real estate	283	7.02	387,417,798.29	67.80	344,702,930.76	65.32	1,218,031.56
Vehicle	1,121	27.80	63,776,668.54	11.16	63,769,218.54	12.08	56,886.01
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

**Table 3: Original balance**

Original balance (€)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
1–20,000	1,084	26.88	7,275,182.11	1.27	6,952,762.91	1.32	6,413.99
20,001–40,000	900	22.32	14,046,432.29	2.46	13,718,019.70	2.60	15,242.24
40,001–60,000	440	10.91	11,643,845.77	2.04	11,489,154.20	2.18	26,111.71
60,001–80,000	303	7.51	11,362,067.33	1.99	11,273,516.41	2.14	37,206.32
80,001–100,000	225	5.58	11,462,576.06	2.01	11,331,062.20	2.15	50,360.28
100,001–120,000	137	3.40	8,453,375.80	1.48	8,352,867.20	1.58	60,969.83

Original balance (€)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
120,001–140,000	102	2.53	7,480,131.88	1.31	7,381,813.35	1.40	72,370.72
140,001–160,000	81	2.01	6,900,623.61	1.21	6,776,620.19	1.28	83,661.98
160,001–180,000	71	1.76	6,066,036.10	1.06	6,060,810.94	1.15	85,363.53
180,001–200,000	60	1.49	6,416,638.32	1.12	6,352,074.22	1.20	105,867.90
200,001–400,000	292	7.24	45,855,599.09	8.02	44,556,059.37	8.44	152,589.24
400,001–600,000	102	2.53	32,911,753.75	5.76	31,659,639.68	6.00	310,388.62
600,001–800,000	42	1.04	21,714,047.94	3.80	21,102,332.96	4.00	502,436.50
800,001–1,000,000	49	1.22	33,067,281.16	5.79	30,235,351.04	5.73	617,047.98
1,000,001–2,000,000	73	1.81	83,866,893.40	14.68	78,767,735.92	14.93	1,079,010.08
2,000,001–3,000,000	27	0.67	56,554,901.90	9.90	52,523,626.90	9.95	1,945,319.51
3,000,001–4,000,000	19	0.47	55,749,552.01	9.76	46,067,555.76	8.73	2,424,608.20
4,000,001–5,000,000	7	0.17	28,167,336.18	4.93	26,697,336.18	5.06	3,813,905.17
5,000,001–6,000,000	6	0.15	31,274,478.21	5.47	26,751,754.34	5.07	4,458,625.72
6,000,001–7,000,000	2	0.05	13,050,406.32	2.28	12,650,406.32	2.40	6,325,203.16
7,000,001–8,000,000	1	0.02	7,817,378.76	1.37	7,817,378.76	1.48	7,817,378.76
8,000,001–9,000,000	4	0.10	27,721,718.13	4.85	23,287,015.27	4.41	5,821,753.82
9,000,001–10,000,000	4	0.10	32,994,221.28	5.77	26,322,359.13	4.99	6,580,589.78
≥ 10,000,001	1	0.02	9,590,377.36	1.68	9,590,377.36	1.82	9,590,377.36
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
Min					471.32		
Max					11,405,207.52		
Average					195,422.92		

**Table 4: Original net balance**

Original net balance (€)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
1 - 20,000	1,110	27.53	7,665,430.07	1.34	7,229,117.51	1.37	6,512.72
20,001 - 40,000	882	21.88	13,891,985.69	2.43	13,601,276.61	2.58	15,420.95
40,001 - 60,000	441	10.94	11,836,064.06	2.07	11,565,595.10	2.19	26,225.84
60,001 - 80,000	301	7.47	11,609,246.82	2.03	11,226,752.65	2.13	37,298.18
80,001 - 100,000	223	5.53	11,365,508.88	1.99	11,325,062.01	2.15	50,785.03
100,001 - 120,000	140	3.47	8,737,420.35	1.53	8,534,827.68	1.62	60,963.05
120,001 - 140,000	99	2.46	7,466,842.18	1.31	7,254,857.59	1.37	73,281.39
140,001 - 160,000	81	2.01	7,039,954.77	1.23	6,970,176.20	1.32	86,051.56
160,001 - 180,000	72	1.79	6,239,095.88	1.09	6,099,554.26	1.16	84,716.03
180,001 - 200,000	60	1.49	6,269,129.97	1.1	6,161,760.58	1.17	102,696.01
200,001 - 400,000	294	7.29	47,599,288.52	8.33	45,259,226.06	8.58	153,942.95
400,001 - 600,000	101	2.5	37,020,247.39	6.48	32,224,910.07	6.11	319,058.52
600,001 - 800,000	47	1.17	25,405,026.08	4.45	23,100,659.36	4.38	491,503.39
800,001 - 1,000,000	43	1.07	30,641,532.30	5.36	29,786,738.95	5.64	692,714.86
1,000,001 - 2,000,000	72	1.79	86,117,963.95	15.07	80,044,831.13	15.17	1,111,733.77
2,000,001 - 3,000,000	28	0.69	65,883,764.80	11.53	59,724,666.98	11.32	2,133,023.82
3,000,001 - 4,000,000	17	0.42	55,406,810.63	9.7	47,866,650.16	9.07	2,815,685.30
4,000,001 - 5,000,000	5	0.12	19,291,208.09	3.38	19,291,208.09	3.66	3,858,241.62
5,000,001 - 6,000,000	5	0.12	26,198,023.82	4.58	23,263,310.96	4.41	4,652,662.19
6,000,001 - 7,000,000	4	0.1	27,777,285.29	4.86	23,172,595.48	4.39	5,793,148.87
7,000,001 - 8,000,000	3	0.07	24,532,147.83	4.29	20,564,975.49	3.9	6,854,991.83
8,000,001 - 9,000,000	2	0.05	14,542,498.71	2.54	14,542,498.71	2.76	7,271,249.36
9,000,001-10,000,000	1	0.02	9,316,001.32	1.63	9,316,001.32	1.77	9,316,001.32
10,000,001 >=	1	0.02	9,590,377.36	1.68	9,590,377.36	1.82	9,590,377.36
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
Min					471.32		
Max					11,405,207.52		
Average					184,578.37		

**Table 5: Outstanding balance**

Outstanding balance (€)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
1–20,000	2,002	49.65	17,834,559.76	3.12	17,259,513.82	3.27	8,621.14
20,001–40,000	699	17.34	19,931,039.44	3.49	19,615,795.73	3.72	28,062.65
40,001–60,000	322	7.99	15,851,362.03	2.77	15,739,623.65	2.98	48,880.82
60,001–80,000	203	5.03	13,881,818.78	2.43	13,663,233.47	2.59	67,306.57
80,001–100,000	129	3.20	11,610,727.73	2.03	11,331,470.01	2.15	87,840.85
100,001–120,000	82	2.03	8,980,503.01	1.57	8,890,302.50	1.68	108,418.32
120,001–140,000	78	1.93	10,130,524.57	1.77	9,988,037.15	1.89	128,051.76
140,001–160,000	54	1.34	8,106,749.32	1.42	7,870,791.71	1.49	145,755.40
160,001–180,000	26	0.64	4,414,491.77	0.77	4,414,471.77	0.84	169,787.38
180,001–200,000	31	0.77	5,875,512.70	1.03	5,642,250.41	1.07	182,008.08
200,001–400,000	160	3.97	44,607,507.51	7.81	42,643,303.39	8.08	266,520.65
400,001–600,000	64	1.59	31,196,800.59	5.46	29,235,700.49	5.54	456,807.82
600,001–800,000	38	0.94	26,475,231.00	4.63	24,783,618.79	4.70	652,200.49
800,001–1,000,000	32	0.79	28,241,852.26	4.94	27,264,681.29	5.17	852,021.29
1,000,001–2,000,000	53	1.31	78,386,575.75	13.72	73,786,188.83	13.98	1,392,192.24
2,000,001–3,000,000	22	0.55	54,433,800.96	9.53	49,369,172.89	9.36	2,244,053.31
3,000,001–4,000,000	14	0.35	47,454,545.30	8.30	39,689,511.01	7.52	2,834,965.07
4,000,001–5,000,000	7	0.17	30,255,287.64	5.29	25,961,523.77	4.92	3,708,789.11
5,000,001–6,000,000	4	0.10	21,758,033.51	3.81	18,823,320.65	3.57	4,705,830.16
6,000,001–7,000,000	5	0.12	32,826,738.49	5.74	28,023,098.68	5.31	5,604,619.74
7,000,001–8,000,000	4	0.10	30,676,450.68	5.37	27,209,278.34	5.16	6,802,319.59
8,000,001–9,000,000	0	0.00	0.00	0.00	0.00	0.00	0.00
9,000,001–10,000,000	3	0.07	28,512,741.96	4.99	26,512,741.96	5.02	8,837,580.65
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
Min					<b>12.83</b>		
Max					<b>9,606,363.28</b>		
Average					<b>141,726.90</b>		

**Table 6: Outstanding balance—net balance**

Outstanding balance—net balance (€)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
1–20,000	2,027	50.27	18,614,901.33	3.26	17,663,303.29	3.35	8,714.01
20,001–40,000	687	17.04	20,402,376.09	3.57	19,605,308.49	3.72	28,537.57
40,001–60,000	326	8.09	16,629,021.24	2.91	16,006,074.84	3.03	49,098.39
60,001–80,000	199	4.94	13,668,227.57	2.39	13,606,502.58	2.58	68,374.38
80,001–100,000	126	3.13	11,654,134.88	2.04	11,341,586.22	2.15	90,012.59
100,001–120,000	82	2.03	9,729,623.74	1.70	9,003,919.86	1.71	109,803.90
120,001–140,000	83	2.06	11,892,247.11	2.08	10,766,644.44	2.04	129,718.61
140,001–160,000	52	1.29	8,078,212.33	1.41	7,793,503.13	1.48	149,875.06
160,001–180,000	27	0.67	4,609,054.41	0.81	4,579,069.80	0.87	169,595.18
180,001–200,000	31	0.77	6,295,924.86	1.10	5,865,345.05	1.11	189,204.68
200,001–400,000	157	3.89	48,770,113.74	8.53	43,618,399.43	8.27	277,824.20
400,001–600,000	60	1.49	30,095,769.89	5.27	28,854,081.49	5.47	480,901.36
600,001–800,000	40	0.99	30,553,928.81	5.35	27,660,101.48	5.24	691,502.54
800,001–1,000,000	30	0.74	27,499,903.43	4.81	26,561,340.09	5.03	885,378.00
1,000,001–2,000,000	53	1.31	86,252,834.07	15.09	78,183,860.47	14.82	1,475,167.18
2,000,001–3,000,000	24	0.60	69,042,339.19	12.08	60,695,179.73	11.50	2,528,965.82
3,000,001–4,000,000	9	0.22	32,151,534.33	5.63	30,681,524.33	5.81	3,409,058.26
4,000,001–5,000,000	6	0.15	30,365,605.95	5.31	25,961,966.14	4.92	4,326,994.36
5,000,001–6,000,000	5	0.12	29,833,277.16	5.22	27,466,094.82	5.20	5,493,218.96
6,000,001–7,000,000	3	0.07	20,986,465.86	3.67	19,486,465.86	3.69	6,495,488.62
7,000,001–8,000,000	3	0.07	25,410,980.09	4.45	23,410,980.09	4.44	7,803,660.03
8,000,001–9,000,000	0	0.00	0.00	0.00	0.00	0.00	0.00
9,000,001–10,000,000	2	0.05	18,906,378.68	3.31	18,906,378.68	3.58	9,453,189.34
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

Outstanding balance—net balance (€)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
Min					12.83		
Max					9,590,377.36		
Average					130,882.35		

**Table 7: Original term**

Original term (m)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 36	1,252	31.05	26,184,369.43	4.58	25,720,666.99	4.87	20,543.66
37–48	622	15.43	17,349,064.69	3.04	17,084,692.73	3.24	27,467.35
49–60	1,552	38.49	93,117,325.22	16.30	92,835,042.70	17.59	59,816.39
61–72	125	3.10	17,123,496.96	3.00	17,123,496.96	3.24	136,987.98
73–84	139	3.45	22,881,558.03	4.00	22,881,558.03	4.34	164,615.53
85–96	46	1.14	5,267,472.14	0.92	5,267,472.14	1.00	114,510.26
97–120	153	3.79	92,128,230.90	16.12	76,686,554.74	14.53	501,219.31
121–144	26	0.64	49,810,492.43	8.72	41,096,329.98	7.79	1,580,628.08
145–168	4	0.10	3,544,540.40	0.62	2,677,578.44	0.51	669,394.61
169–192	81	2.01	129,243,118.80	22.62	122,122,555.19	23.14	1,507,685.87
193–216	5	0.12	13,746,835.30	2.41	13,397,141.95	2.54	2,679,428.39
217–240	20	0.50	78,206,928.77	13.69	69,485,148.77	13.17	3,474,257.44
≥ 241	7	0.17	22,839,421.69	4.00	21,339,391.69	4.04	3,048,484.53
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
Min					30.00		
Max					360.00		
Weighted average					140.27		

**Table 8: Remaining term**

Remaining term (m)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 0	48	1.19	224,020.01	0.04	224,020.01	0.04	4,667.08
1	19	0.47	50,308.25	0.01	41,668.41	0.01	2,193.07
2–12	818	20.29	10,753,700.68	1.88	10,343,666.35	1.96	12,645.07
13–24	1,106	27.43	33,166,555.79	5.80	32,025,501.64	6.07	28,956.15
25–36	915	22.69	55,526,215.12	9.72	53,024,966.20	10.05	57,950.78
37–48	556	13.79	50,588,450.33	8.85	48,120,683.49	9.12	86,547.99
49–60	246	6.10	39,263,269.66	6.87	33,717,624.09	6.39	137,063.51
61–72	85	2.11	27,117,770.36	4.75	21,275,269.86	4.03	250,297.29
73–84	48	1.19	41,115,182.50	7.19	33,208,529.10	6.29	691,844.36
85–96	30	0.74	22,362,025.69	3.91	21,048,973.91	3.99	701,632.46
97–120	45	1.12	48,172,910.37	8.43	46,237,770.15	8.76	1,027,506.00
121–144	24	0.60	38,975,018.59	6.82	38,310,339.14	7.26	1,596,264.13
145–168	58	1.44	91,520,186.28	16.02	86,403,930.18	16.37	1,489,722.93
169–192	8	0.20	20,170,052.42	3.53	19,222,559.07	3.64	2,402,819.88
193–216	8	0.20	28,915,967.30	5.06	27,960,947.30	5.30	3,495,118.41
217–240	14	0.35	50,676,532.87	8.87	45,206,502.87	8.57	3,229,035.92
≥ 241	4	0.10	12,844,688.54	2.25	11,344,678.54	2.15	2,836,169.64
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
Max					358.00		
Weighted average					111.54		

**Table 9: Seasoning**

Seasoning (m)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 0.00	2	0.05	131,951.91	0.02	131,951.91	0.03	65,975.96
0.01–1.00	32	0.79	9,537,692.16	1.67	9,537,692.16	1.81	298,052.88

Seasoning (m)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
1.01–3.00	68	1.69	7,528,257.04	1.32	7,528,257.04	1.43	110,709.66
3.01–6.00	157	3.89	18,174,529.99	3.18	18,163,223.21	3.44	115,689.32
6.01–9.00	260	6.45	16,699,047.27	2.92	16,633,758.50	3.15	63,975.99
9.01–12.00	320	7.94	43,855,202.02	7.67	43,600,007.29	8.26	136,250.02
12.01–18.00	647	16.05	73,859,937.25	12.93	70,135,776.07	13.29	108,401.51
18.01–24.00	661	16.39	100,777,895.74	17.64	95,027,955.89	18.01	143,763.93
24.01–30.00	589	14.61	62,548,542.86	10.95	60,349,736.70	11.44	102,461.35
30.01–36.00	519	12.87	94,609,226.73	16.56	91,981,584.22	17.43	177,228.49
36.01–48.00	470	11.66	56,853,527.78	9.95	56,295,256.48	10.67	119,777.14
48.01–60.00	219	5.43	33,171,307.01	5.80	24,408,456.26	4.63	111,454.14
≥ 60.01	88	2.18	53,695,737.00	9.40	33,923,974.58	6.43	385,499.71
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
<b>Min</b>					<b>0.00</b>		
<b>Max</b>					<b>114.00</b>		
<b>Weighted average</b>					<b>27.53</b>		

**Table 10: Region**

Industry concentration	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
Attica	1,888	46.83	376,359,519.06	65.86	344,034,530.68	65.19	182,221.68
Central Greece	164	4.07	16,113,379.48	2.82	15,369,177.31	2.91	93,714.50
Central Macedonia	775	19.22	78,918,341.71	13.81	72,160,645.41	13.67	93,110.51
Crete	190	4.71	23,457,284.73	4.10	21,939,588.55	4.16	115,471.52
Eastern Macedonia and Thrace	113	2.80	9,653,135.83	1.69	9,544,142.95	1.81	84,461.44
Epirus	67	1.66	4,580,424.74	0.80	4,258,164.47	0.81	63,554.69
Ionian Islands	52	1.29	2,218,707.93	0.39	2,218,707.93	0.42	42,667.46
Northern Aegean Islands	59	1.46	3,484,058.11	0.61	3,384,029.34	0.64	57,356.43
Peloponnese	64	1.59	7,420,389.70	1.30	6,480,358.20	1.23	101,255.60
Southern Aegean Islands	226	5.61	12,872,012.81	2.25	12,872,012.81	2.44	56,955.81
Thessaly	149	3.70	10,832,091.13	1.90	10,810,620.76	2.05	72,554.50
Western Greece	167	4.14	16,585,073.28	2.90	15,697,225.65	2.97	93,995.36
Western Macedonia	118	2.93	8,948,436.25	1.57	8,948,426.25	1.70	75,834.12
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

**Table 11: Payment frequency**

Payment frequency	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
One month	2,176	53.97	469,932,709.80	82.24	426,397,253.75	80.80	195,954.62
3 months	1,856	46.03	101,510,144.96	17.76	101,320,376.56	19.20	54,590.72
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

**Table 12: Fixed vs. floating**

Fixed vs. floating	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
Floating	4,032	100.00	571,442,854.76	100.00	527,717,630.31	100.00	130,882.35
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

**Table 13: Index details**

Index details	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
One-month Euribor	2,176	53.97	469,932,709.80	82.24	426,397,253.75	80.80	195,954.62

Index details	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
Three-month Euribor	1,856	46.03	101,510,144.96	17.76	101,320,376.56	19.20	54,590.72
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

**Table 14: Current rate**

Current rate (%)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 4.5	1,734	43.01	460,749,200.76	80.63	424,513,232.87	80.44	244,817.32
4.6–5.0	485	12.03	34,569,610.55	6.05	33,578,699.44	6.36	69,234.43
5.1–5.5	518	12.85	29,567,406.87	5.17	28,396,982.88	5.38	54,820.43
5.6–6.0	305	7.56	18,707,352.61	3.27	14,268,971.71	2.70	46,783.51
6.1–6.5	342	8.48	12,622,410.62	2.21	12,142,712.06	2.30	35,505.01
6.6–7.0	110	2.73	4,139,386.22	0.72	3,986,359.97	0.76	36,239.64
7.1–7.5	289	7.17	7,142,532.52	1.25	7,036,092.32	1.33	24,346.34
7.6–8.0	82	2.03	1,639,045.22	0.29	1,488,669.67	0.28	18,154.51
8.1–8.5	87	2.16	1,177,674.64	0.21	1,177,674.64	0.22	13,536.49
8.6–9.0	32	0.79	626,252.15	0.11	626,252.15	0.12	19,570.38
9.1–9.5	32	0.79	378,184.40	0.07	378,184.40	0.07	11,818.26
9.6–10.0	6	0.15	43,092.67	0.01	43,092.67	0.01	7,182.11
≥ 10.1	10	0.25	80,705.53	0.01	80,705.53	0.02	8,070.55
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
<b>Min</b>					<b>1.91</b>		
<b>Max</b>					<b>14.74</b>		
<b>Weighted average</b>					<b>3.80</b>		

**Table 15: Spread range**

Spread range (%)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 1.00	6	0.15	5,158,628.12	0.90	5,158,618.12	0.98	859,769.69
1.01–1.50	174	4.32	64,838,725.78	11.35	58,655,114.45	11.11	337,098.36
1.51–2.00	346	8.58	169,900,743.26	29.73	164,605,834.75	31.19	475,739.41
2.01–2.50	397	9.85	109,467,511.45	19.16	101,370,833.37	19.21	255,342.15
2.51–3.00	735	18.23	87,318,049.21	15.28	76,419,053.18	14.48	103,971.50
3.01–3.50	369	9.15	46,226,614.29	8.09	39,477,343.31	7.48	106,984.67
3.51–4.00	625	15.50	33,938,576.64	5.94	33,229,194.91	6.30	53,166.71
4.01–4.50	276	6.85	21,435,927.26	3.75	17,927,633.32	3.40	64,955.19
4.51–5.00	438	10.86	16,157,106.63	2.83	14,728,479.41	2.79	33,626.67
5.01–5.50	69	1.71	3,466,390.26	0.61	3,020,785.63	0.57	43,779.50
5.51–6.00	340	8.43	9,395,897.54	1.64	9,233,863.22	1.75	27,158.42
≥ 6.01	257	6.37	4,138,684.32	0.72	3,890,876.64	0.74	15,139.60
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
<b>Min</b>					<b>0.85</b>		
<b>Max</b>					<b>13.51</b>		
<b>Weighted average</b>					<b>2.55</b>		

**Table 16: Original LTV**

Original LTV (%)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 10.0	6	0.15	199,291.13	0.03	199,291.13	0.04	33,215.19
10.1–20.0	5	0.12	1,923,555.50	0.34	1,849,619.06	0.35	369,923.81
20.1–30.0	11	0.27	2,808,657.38	0.49	2,539,352.72	0.48	230,850.25
30.1–40.0	14	0.35	13,233,079.91	2.32	12,706,675.95	2.41	907,619.71
40.1–50.0	49	1.22	7,117,303.60	1.25	6,914,021.23	1.31	141,102.47
50.1–60.0	85	2.11	29,252,430.84	5.12	26,562,505.79	5.03	312,500.07

Original LTV (%)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
60.1–70.0	205	5.08	37,449,290.48	6.55	35,745,755.89	6.77	174,369.54
70.1–80.0	389	9.65	71,982,187.58	12.60	64,235,734.21	12.17	165,130.42
80.1–90.0	438	10.86	101,179,308.59	17.71	85,188,934.72	16.14	194,495.28
90.1–100.0	2,809	69.67	305,270,048.30	53.42	290,754,919.02	55.10	103,508.34
100.1–105.0	4	0.10	511,326.93	0.09	511,326.93	0.10	127,831.73
≥ 105.1	17	0.42	516,374.52	0.09	509,493.66	0.10	29,970.22
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
<b>Weighted average</b>					<b>85.17</b>		

**Table 17: Current LTV**

Current LTV (%)	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
≤ 10.0	257	6.37	1,772,863.77	0.31	1,698,927.33	0.32	6,610.61
10.1–20.0	320	7.94	7,834,330.13	1.37	7,181,751.19	1.36	22,442.97
20.1–30.0	361	8.95	15,458,825.33	2.71	14,789,483.94	2.80	40,968.10
30.1–40.0	398	9.87	29,563,813.68	5.17	27,938,132.08	5.29	70,196.31
40.1–50.0	517	12.82	32,681,431.42	5.72	31,297,706.67	5.93	60,537.15
50.1–60.0	625	15.50	88,753,095.23	15.53	81,607,772.80	15.46	130,572.44
60.1–70.0	581	14.41	116,933,186.03	20.46	100,281,676.30	19.00	172,601.85
70.1–80.0	486	12.05	96,665,132.75	16.92	93,034,926.91	17.63	191,429.89
80.1–90.0	385	9.55	100,950,842.79	17.67	94,539,959.46	17.91	245,558.34
90.1–100.0	101	2.50	80,824,107.84	14.14	75,342,067.84	14.28	745,961.07
100.1–105.0	0	0.00	0.00	0.00	0.00	0.00	0.00
≥ 105.1	1	0.02	5,225.79	0.00	5,225.79	0.00	5,225.79
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
<b>Weighted average</b>					<b>68.18</b>		

**Table 18: Max 10 debtors**

Max 10 debtors	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
12698	3	0.07	10,464,832.22	1.83	10,464,832.22	1.98	3,488,277.41
12365	1	0.02	9,590,377.36	1.68	9,590,377.36	1.82	9,590,377.36
15167	1	0.02	9,316,001.32	1.63	9,316,001.32	1.77	9,316,001.32
15488	1	0.02	7,987,238.05	1.40	7,987,238.05	1.51	7,987,238.05
13142	3	0.07	9,067,301.16	1.59	7,914,501.16	1.50	2,638,167.05
15166	2	0.05	7,858,882.54	1.38	7,858,882.54	1.49	3,929,441.27
12185	2	0.05	9,626,260.36	1.68	7,626,260.36	1.45	3,813,130.18
16227	1	0.02	6,667,777.12	1.17	6,667,777.12	1.26	6,667,777.12
13212	1	0.02	6,555,260.66	1.15	6,555,260.66	1.24	6,555,260.66
13042	1	0.02	7,763,428.08	1.36	6,263,428.08	1.19	6,263,428.08
Other	4,016	99.60	486,545,495.89	85.14	447,473,071.44	84.79	111,422.58
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>
<b>Average</b>					<b>262,938.53</b>		

**Table 19: Arrears bucket**

Arrears bucket	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
Arrears less than 30 days	395	9.80	60,176,071.17	10.53	55,160,368.25	10.45	139,646.50
Arrears multiple less than 0.2	14	0.35	56,233.57	0.01	56,233.57	0.01	4,016.68
Current	3,623	89.86	511,210,550.02	89.46	472,501,028.49	89.54	130,417.07
<b>TOTAL</b>	<b>4,032</b>	<b>100.00</b>	<b>571,442,854.76</b>	<b>100.00</b>	<b>527,717,630.31</b>	<b>100.00</b>	<b>130,882.35</b>

**Table 20: MRA distribution**

MRA distribution	Number of contracts	Number of contracts (%)	Outstanding balance (€)	Outstanding balance (%)	Net outstanding balance (€)	Net outstanding balance (%)	Average outstanding balance (€)
1	12	0.44	758,684.33	0.15	724,349.71	0.15	60,362.48
2	107	3.93	15,245,839.85	2.97	14,822,274.56	3.15	138,525.93
3	338	12.42	73,237,499.00	14.27	66,720,341.50	14.17	197,397.46
4	424	15.58	68,560,975.38	13.35	65,275,366.43	13.87	153,951.34
5	564	20.73	78,007,301.78	15.19	72,843,678.95	15.47	129,155.46
6	541	19.88	72,737,006.14	14.17	67,132,637.25	14.26	124,089.90
7	333	12.24	80,366,974.66	15.65	71,276,773.91	15.14	214,044.37
8	179	6.58	63,046,762.84	12.28	60,617,843.60	12.88	338,647.17
9	158	5.81	35,814,106.70	6.98	28,468,806.21	6.05	180,182.32
10+	65	2.39	25,629,728.67	4.99	22,880,002.50	4.86	352,000.04
<b>TOTAL</b>	<b>2,721</b>	<b>100.00</b>	<b>513,404,879.35</b>	<b>100.00</b>	<b>470,762,074.62</b>	<b>100.00</b>	<b>173,010.69</b>
<b>Weighted average</b>					<b>5.81</b>		

**POOL B****Characteristics of the Provisional Portfolio (the tables below have not been subject to any audit)**

Pool B consists of 3 real estate contracts in the Attica region to 2 debtors. All contracts are annuities.

**Table 1: Summary**

Number of contracts	3
Number of debtors	2
Total net balance (€)	29,598,383
Average net balance (€)	9,866,128
WA rate (%)	2.997
WA spread (%)	1.663
WA seasoning (m)	63.889
WA remaining term (m)	198.925

**Table 2: Pool details**

Contract	Outstanding Balance (€)	Net Outstanding Balance (€)	Seasoning (m)	Remaining Term (m)	Basis	Spread (%)	Current Rate (%)	MRA	WAL (y)
1.	20,794,973.87	14,115,528.86	65	219	1m Euribor	1.8	3.03	5	10.002
2.	15,065,040.94	10,402,307.80	55	220	1m Euribor	1.8	3.03	5	10.052
3.	15,762,446.09	5,080,546.09	79	100	1m Euribor	1	2.84	5	4.372
<b>TOTAL</b>	<b>51,622,460.90</b>	<b>29,598,382.75</b>							

The Initial Portfolio will be selected from the Provisional Portfolio so that each Receivable in it complies with the Eligibility Criteria as at the Closing Date.

Accordingly, the Initial Portfolio does not necessarily reflect the composition of the Provisional Portfolio as a consequence of some Receivables Contracts (i) having been early repaid by the relevant Obligor, (ii) having at least one unpaid Rental Element and (iii) having been classified by the Seller as Receivables Contracts in Arrears or Defaulted Receivables Contracts.

On each Subsequent Purchase Date during the Revolving Period, the Seller may sell to the Issuer and, subject to fulfilment of certain conditions, the Issuer may purchase Subsequent Receivables from the Seller. Although any Subsequent Receivables must satisfy the Eligibility Criteria and certain Subsequent Receivables Criteria, there can be no assurances that such Subsequent Receivables will have the same characteristics as the Provisional Portfolio described in the preceding tables.

## SUMMARY OF THE GREEK SECURITISATION LAW

The transactions described in this Prospectus are the subject of specific legislation enacted by the Government of the Hellenic Republic, law 3156/2003 "*on Corporate Bonds, Securitisation of Receivables and Receivables from Real Property and other related provisions*" (published in Government Gazette issue no. 157/A/25.06.03) as the same may be amended or re-enacted from time to time (the **Securitisation Law**). Article 10 of the Securitisation Law contains express provisions for the framework and the assignment due to the securitisation of receivables originated by a commercial entity resident in Greece (a **Transferor**) resulting from its business activity.

Article 10 of the Securitisation Law allows a Transferor to sell its receivables to a special purpose vehicle (an **SPV**) which must also be the issuer of bonds to be issued in connection with the securitisation of such receivables. In particular, it provides that:

- a) the assignment of the receivables is to be governed by assignment provisions of the Greek Civil Code which provides that additional rights relating to the receivables including guarantees, mortgages, mortgage Pre-Notations and other security interests will be transferred by the Transferor to the SPV along with the transfer of the receivables;
- b) the transfer of the receivables pursuant to the Securitisation Law does not change the nature of the receivables, and all privileges which attach to the receivables for the benefit of the Transferor are also transferred to the SPV;
- c) a summary of the Receivables Sale Agreement must be registered with the competent Pledge Registry, in accordance with the procedure set out under article 3 of the Greek law 2844/00 on registered pledge, following which the sale of the receivables is effected and perfected and the underlying obligors of the receivables will be deemed to have received notice that there has been a sale of the receivables;
- d) following the registration of the summary of the Receivables Sale Agreement, the validity of the sale of the receivables is not affected by any insolvency proceedings concerning the Transferor or the SPV;
- e) following the transfer of the receivables and the registration of the summary of the Receivables Sale Agreement, no security interest or encumbrance can be created over the receivables other than the interest that is created pursuant to the Securitisation Law which comprises a pledge operating by law over the receivables in favour of the holders of the bonds issued in connection with the securitisation of the receivables and also the other creditors of the SPV;
- f) the claims of the holders of the bonds issued in connection with the securitisation of the receivables and also the other creditors of the SPV from the enforcement of the pledge operating by law will rank ahead of the claims of any statutory preferential creditors;
- g) the servicing and making collections with respect to the receivables can be carried out by:

- (i) a credit institution or financial institution in the European Economic Area;
  - (ii) the Transferor; or
  - (iii) a third party that had guaranteed or serviced the receivables prior to the time of transfer to the SPV;
- h) if the SPV is not resident in Greece, the person responsible for servicing and making collections under the receivables must be resident in Greece if the receivables are payable by consumers in Greece;
  - i) amounts collected in respect of the receivables and security created over the receivables are not available to the creditors of the person making such collections and will not form part of its estate on its liquidation;
  - j) the proceeds of the collections made in respect of the receivables must immediately upon receipt be deposited by the person making such collections in a separate bank account held with a credit institution or financial institution in the European Economic Area or with such person, if it is a credit institution;
  - k) amounts standing to the credit of the separate bank account into which collections are deposited are also secured in favour of the holders of the bonds issued in connection with the securitisation of the receivables and the other creditors of the SPV by virtue of a pledge operating by law;
  - l) the laws relating to bank confidentiality do not apply for the purposes of the sale of the receivables by the Transferor to the SPV or for the purposes of the agreements between the SPV and its creditors, but the SPV and its creditors are obliged to comply with the provisions of Greek law relating to confidentiality; and
  - m) the Transferor can make available data relating to the obligors under the receivables to the SPV and the SPV can make such data available to its creditors, to the extent that it is necessary for the purposes of the securitisation, without having to obtain the consent of the obligors or of the Data Protection Authority of Law 2472/1997.

The Bank of Greece, the Greek bank regulator, has issued its act No 2593/2007 and its circular No. 9/30.10.2003 (the **Securitisation Secondary Legislation**) on the weighting of securitisation notes held by a banking institution and establishing rules on the regulatory supervision of securitisations by local banks. The Securitisation Secondary Legislation provides that each securitisation programme issued by a credit institution or by its subsidiaries must be notified to the Bank of Greece at least 30 days prior to the commencement of its implementation. It is not required under the Law or the Securitisation Secondary Legislation that the Bank of Greece confirms in writing that the transactions contemplated in each securitisation are in compliance with the Law.

## SERVICING OF THE PORTFOLIO

All Receivables will be serviced by Piraeus Leases in its capacity as Servicer under and in accordance with the terms of the Servicing Agreement. The Servicer will also service receivables which will not be included in the Portfolio.

Under the Servicing Agreement, the Servicer will agree to service the Receivables and their Ancillary Rights and Related Security on behalf of the Issuer and, following the delivery of an Acceleration Notice, the Trustee. The Servicer will provide services (the **Services**) to the Issuer and, following the delivery of an Acceleration Notice or the Security otherwise becoming enforceable, the Trustee in relation to the Receivables, their Ancillary Rights and Related Security which include the Servicer being obliged to:

- (a) service the Receivables, their Ancillary Rights and Related Security with the same level of care and diligence as would a Prudent Lessor if it were the owner of the Receivables, their Ancillary Rights and Related Security;
- (b) keep in force all licences, approvals, authorisations and consents which may be necessary in connection with the performance of the Services and prepare and submit all necessary applications and requests for any further approval, authorisation, consent or licence required by Greek law or regulation in connection with the business of the Issuer or with the performance of the Services or other obligations under the Servicing Agreement;
- (c) not knowingly fail to comply with any material legal and regulatory requirements in the performance of the Services or cause the Issuer to fail to comply with any Greek legal and regulatory requirements;
- (d) make the necessary calculations and determinations to prepare a quarterly report to be delivered to the Issuer, the Trustee, the Rating Agency and the Cash Manager setting out information in relation to the Portfolio including, but not limited to the Portfolio Arrears Ratio;
- (e) make the necessary calculations and determinations to prepare a quarterly report to be delivered to the Issuer, the Trustee, the Data Custodian, the Cash Manager and the Rating Agency setting out the information in relation to the total Receipts for the period from the immediately preceding Collection Date until the day preceding the date of such quarterly report;
- (f) notify the Issuer, the Cash Manager and the Trustee of a material breach of any of the representations, warranties and undertakings of the Seller contained in the Receivables Sale Agreement or of the Servicer contained in the Servicing Agreement and of any event which could result in the termination of its appointment as Servicer;
- (g) take all such action within its control as may be required from time to time to maintain and/or preserve any and all of the Ancillary Rights, the Related Security and their priority as a Prudent Lessor would take as if the Receivable(s) had not been transferred to the Issuer pursuant to the Receivables Sale Agreement;
- (h) procure payment of all applicable stamp duties (if applicable in the future), registration and other documentary taxes in respect of the Receivables and/or their Ancillary Rights and Related Security to the extent the same has not been paid by the

Seller on or prior to the assignment of the Seller's rights, title, interest and benefit in, to and under the Receivables, their Ancillary Rights and Related Security pursuant to the terms of the Receivables Sale Agreement;

- (i) if there is a default or delay in the making of any payment when due in respect of the Receivables, take all such action in respect thereof as would a Prudent Lessor, including without limitation, enforcing Receivables Contracts in accordance with the Repossession Procedures and the Enforcement Procedures and granting to an Obligor or a Guarantor conditional indulgence in under payments or delayed payments in respect of the Receivables, provided that the Servicer will not be permitted to grant any waiver in respect of principal unless an independent third party has verified to the Trustee that the proposed waiver is likely to lead to a higher recovery amount;
- (j) collect from Obligors any legal costs incurred in the administration or enforcement of a Receivables Contract or, where applicable, net-off such costs from any relevant recoveries;
- (k) keep in safe custody the Receivables Documentation for all the Receivables;
- (l) for as long as the Servicer is Piraeus Leases or an affiliate of Piraeus Leases, ensure that the Seller offers to purchase on behalf of and in the name of the Issuer from the Seller, Replacement Receivables in accordance with and subject to the terms of the Receivables Sale Agreement;
- (m) provide the Cash Manager with information relating to Receipts, Replacement Receivables and Retired Receivables in respect of each Collection Period;
- (n) segregate collections representing interest which accrued on the Receivables prior to the Closing Date and remit such amounts to the Seller;
- (o) provide information to the Obligor in respect of the Receivables in accordance with the applicable legislation including but not limited to, information in respect of the Principal Outstanding Balance of a Receivable, the amount of the Rental Element and, where applicable, a breakdown of such amount;
- (p) collect any payments in respect of Receivables, on behalf of the Issuer, and credit same upon receipt thereof to the Servicer Collection Account;
- (q) collect any payments in respect of VAT or any other applicable tax which is payable by the Seller in respect of the Receivables, and credit same upon receipt thereof to a separate account held in the name of the Seller for this purpose;
- (r) seek repossession of the Lease Asset upon termination of the respective Receivables Contract, and, following repossession, sell the Lease Asset for cash and credit the sale proceed upon receipt thereof to the Servicer Collection Account;
- (s) use all reasonable endeavours to ensure that each Real Estate Lease Asset remains insured and the scheduled insurance premium is duly paid to the relevant insurance providers; and
- (t) in relation to a Receivables Contract in respect of which a Basis Conversion has occurred, apply the Contractual Rate or Adjustment Reference Rate within 7 Business Days of a Rating Downgrade Date, or within 7 Business Days of the date on which

the Contractual Rate or Adjustment Reference Rate becomes higher than the applicable rate or adjustment reference rate after the Basis Conversion or within 7 Business Days of the date on which an Obligor raises a claim in respect of a Basis Conversion;

**Adjustment Reference Rate** means the contractually agreed reference index (i.e. 1 month Euribor or 3 month Euribor) based on which the Rental Element payable under a Floating Receivable Contract is adjusted.

**Contractual Rate** means the contractually agreed rate based on which the interest component of the Rental Element under a Receivables Contract is calculated.

**Enforcement Procedures** means the Servicer's customary and usual servicing procedures for enforcing lease contracts and their related security that are comparable to the Receivables Contracts, their Ancillary Rights and Related Security in accordance with its policies and procedures relating to its lease business.

**Real Estate Lease Asset** means the underlying Lease Asset of a Real Estate Lease Contract.

**Receivables Documentation** means, in respect of a Receivable, the relevant Receivables Contract (however constituted) between the Seller and the relevant Obligor and any other documents relating to or evidencing that Receivables Contract, its Ancillary Rights and Related Security as well as any sub-lease contract in respect of the relevant Lease Asset between such Obligor and a sub-lessee (the **Sub-Lessee**).

**Repossession Procedures** means the Servicer's and the Seller's customary and usual servicing procedures for seeking, immediately after termination (for any reason whatsoever) of lease contracts that are comparable to the Receivables Contracts, repossession and subsequent sale for cash of relevant leased assets that are comparable to the Lease Assets, in accordance with its policies and procedures relating to its lease business.

**Related Security** means all the related security securing payments of any present and future obligations under the Receivables pursuant to the relevant Receivables Documentation (including Guarantees, Letters of Guarantee, Post Dated Cheques, Pledges, Mortgages, Pre-Notations, Insurance Proceeds and all other privileges and security interests given in respect of the Receivables, and related ancillary rights).

The Servicer may, prior to the earliest of (i) a Purchase Termination Event Date or (ii) the service of an Acceleration Notice pursuant to Condition 10(a) or (iii) the appointment of the Standby Servicer, enter into amendments to the terms of the Receivables Contracts with the relevant Obligors subject to certain conditions set out in the Servicing Agreement and provided that the Receivables from the relevant Receivables Contracts are not Defaulted Receivables. Each such change to the terms and conditions of a Receivables Contract being a **Permitted Variation**.

Subject to the above, the Servicer may agree such amendments if the proposed amendment provides for:

- (a) a new expiry date of the relevant Receivables Contract that falls no later than October 2041, provided that, if the relevant expiry date is to be postponed for a period longer than one year, such amendment will not be agreed for Receivables Contracts having

an aggregate Principal Outstanding Balance higher than 20 per cent. of the Initial Purchase Price;

- (b) the reduction of the spread over the relevant reference index applicable to the Receivables Contracts, but such reduction will not be agreed for Receivables Contracts having an aggregate Principal Outstanding Balance higher than 10 per cent. of the Initial Purchase Price provided always that the weighted average spread over EURIBOR on the Portfolio, following such reduction, is at least equal to 1.50 per cent.;
- (c) the switch from a floating interest rate to a fixed interest rate, but such amendment will not be agreed for Receivables Contracts having an aggregate Principal Outstanding Balance higher than 5 per cent. of the Initial Purchase Price provided always that the weighted average spread over EURIBOR on the Portfolio, following such reduction, is at least equal to 1.50 per cent.

In addition, the Servicer (for so long as the Servicer is Piraeus Leases), acting as a Prudent Lessor and as if the Receivables had not been transferred to the Issuer pursuant to the Receivables Sale Agreement, is permitted to consent to the substitution of an Obligor under a Receivables Contract by any third party, pursuant to paragraph 4, article 3 of the Financial Leasing Law and according to the usual operating procedures of Piraeus Leases, provided that such third party is an Eligible Obligor and that such substitution is registered at the Athens Pledge Registry.

In case of (c) above, the Issuer will not be required to enter into any swap transaction in order to hedge the potential interest rate exposure of the Issuer in relation to such fixed interest rate Receivables Contracts.

The Servicer will credit all amounts paid by the Obligors under or in respect of Receivables due under their Receivables Contracts, the Receivables Documentation, Ancillary Rights and Related Security (the **Collections**) from and including 10 August 2009, including, without limitation or duplication (i) payments in respect of the Rental Element, (ii) any interest, including interest accrued on the Residual Value after 10 August 2009 or the relevant Subsequent Purchase Date or Repurchase Date and default interest on the Rental Element on any due date, any reimbursement of costs and expenses of the lessor, (iii) Insurance Proceeds or other payments under any Related Security, (iv) any Penalty, (v) any recoveries of principal and interest from Obligors under Receivables Contracts being enforced or Receivables Contracts which have been enforced, including any proceeds received in respect of Future Claims, (vi) all amounts payable under any commercial lease contracts which may come into force between the seller, a Sub-Lessee and/or any other party upon termination of a Real Estate Lease Contract, and (vii) any other rights pertaining to the Receivables Contracts, but excluding any payments in respect of the Residual Value and VAT and/or any applicable tax, by 5:00 p.m Athens time one Transfer Business Day after the date of receipt or collection of such amounts to the Servicer Collection Account.

The Servicer will be required to credit any VAT received from the Obligors in respect of the Receivables Contracts to a separate account maintained in the name of the Seller for such purpose.

The Servicer will open a safe custody facility in the name of the Issuer in the Issuer Account Bank (the **Safe Custody Facility**) where all Post Dated Cheques and Letters of Guarantee will be deposited, in accordance with the relevant provisions of the Servicing Agreement.

In the event that the Seller has entered into two or more lease contracts with the same Obligor, and the Servicer receives payments insufficient to discharge all the amounts due and payable under the contracts, on the date of payment by such Obligor, then the Servicer will apply that payment in accordance with the Servicing Agreement.

All amounts standing to the credit of the Servicer Collection Account will be held in the name of the Issuer but for the benefit of the Secured Parties pursuant to paragraph 18, article 10 of the Securitisation Law.

**Costs and Expenses** means any amount, up to an aggregate amount of:

- (a) VAT on amounts payable to any third parties; and
- (b) Legal Expense Amounts, in each case incurred in connection with any Enforcement Proceeds.

**Legal Expense Amounts** means all legal expenses incurred by the Servicer in connection with the enforcement of any Receivable and its Related Security and the exercise of its Ancillary Rights (including but not limited to legal expenses incurred in connection with the Repossession Procedures and with the Enforcement Procedures) or the rights and remedies in relation thereto of the Issuer and/or the Trustee or otherwise in performance of the Services.

The Servicer (at the direction of the Issuer) will instruct the Issuer Account Bank to the transfer all amounts standing to the credit of the Servicer Collection Account to the Issuer Collection Account at or about 5:00 p.m. Athens time one Transfer Business Day after these amounts were transferred to the Servicer Collection Account.

If the Servicer ceases to have a Controlling Shareholder or has a Controlling Shareholder that does not have a long term unsecured, unsubordinated and unguaranteed debt obligation rating of at least Baa3 from Moody's, the Servicer must, by 7.00 pm GMT on the day of such loss of rating, immediately notify the Cash Manager and the Issuer of such event, transfer all the Collections to the Issuer Collection Account (by the Issuer Account Bank acting on instructions from the Issuer) and at its own cost notify each Obligor and Sub-Lessee that they should, with immediate effect, make payments in respect of any Receivables due under their Receivables Contract(s) or Receivables Documentation (as applicable) into the Issuer Collection Account.

In addition, if a Change of Control Event or a Controlling Shareholder Downgrade Event occurs, then the Issuer shall, within 90 days of the occurrence of such event, identify an entity that has the experience or capability of administering assets similar to the Receivables and procure that such entity will act as the Standby Servicer.

The Standby Servicer will, following a Servicer Termination Event replace Piraeus Leases (as Servicer) under the Servicing Agreement. As long as the Standby Servicer has not taken over the services of the Servicer, the Standby Servicer will be entitled to receive the Standby Servicer Fee (payable in accordance with the relevant Priority of Payments) following its appointment as Standby Servicer in such an amount as may be agreed between the Issuer and

the Standby Servicer. Unless and until a Servicer Termination Event has occurred in respect of Piraeus Leases as Servicer, the Standby Servicer will act solely in a standby role.

The Servicer will on the 10th Business Day of January, April, July and October, or if such a day is a Saturday or a Sunday, or is not a day on which banks are open for business in Athens (an **Athens Business Day**), then on the immediately succeeding Athens Business Day (the **Quarterly Servicer Report Date**), commencing on the Quarterly Servicer Report Date falling in January 2010, and in respect of the immediately preceding quarter produce a report (a **Quarterly Servicer Report**). The Quarterly Servicer Report will be delivered to the Issuer, the Trustee, the Data Custodian pursuant to the Data Custodian Agreement, the Cash Manager, the Rating Agency and, following its appointment, to the Standby Servicer.

The Quarterly Servicer Report will set out information on, among other things, the Receivables, any amount of Receivables on which there has been a Permitted Variation and details of the Receivables Income Receipts. The Servicer shall also provide, on or about each Quarterly Servicer Report Date, updated information on each individual Receivable.

In accordance with the terms of the Corporate Services Agreement and the Servicing Agreement, the Servicer shall be responsible for preparing and providing the Corporate Services Provider with certain statistical disclosure information for submission to regulatory authorities in order to ensure that the Issuer complies with all the relevant laws in that respect.

The Servicer will not, without, *inter alia*, prior written consent of the Issuer and Trustee (such consent, in the case of the Issuer, not to be unreasonably withheld or delayed for a period of 15 days following receipt of Servicer's relevant written notification) and prior written notification to the Rating Agency, be entitled to sub-contract or to delegate the performance of all or any of the Services, provided that the consent of the Issuer and the Trustee shall not be required to the sub-contracting or delegation of all or any of the Services to a member of the Piraeus Group. In addition where the sub-delegation or sub-contracting involves the custody of documents and/or the receipt of monies by the sub-contractor or delegate, the sub-contractor or delegate has executed:

- (i) a declaration in form and substance acceptable to the Issuer and Trustee that such documents are and will be held to the order of the Trustee or as the Trustee may direct and/or that any monies received will be paid into the Servicer Collection Account; and
- (ii) a written waiver of any Security Interest arising in connection to any delegated services to the extent that any Security Interest relates to the Portfolio or any monies received from the Obligor.

The Servicer will make certain representations and warranties to the Issuer in accordance with the terms of the Servicing Agreement relating to itself and its entering into the Transaction Documents to which it is a party. The Servicer will also be required to make covenants in favour of the Issuer relating to itself in the performance of the Services in accordance with the terms of the Servicing Agreement.

The Servicer will receive the Senior Servicer Fee and the Junior Servicer Fee for providing the Services pursuant to the Servicing Agreement payable on each Interest Payment Date or following enforcement of the Security on any Business Day in accordance with the Pre-

Enforcement Interest Priority of Payments or the Post Enforcement Priority of Payments, as applicable and the Deed of Charge.

The Servicer will also be entitled to be reimbursed for costs and expenses that it incurs in connection with the provision of the Services and the costs of repossession and enforcement action against Obligors, in either case, to the extent that these have not previously been deducted from gross amounts paid by the Obligors to the Servicer or from recoveries. Whilst Piraeus Leases is the Servicer, the Servicer will be entitled to deduct and retain for itself from all amounts received in respect of the Receivables, their Ancillary Rights and Related Security arising under or in respect of enforcement action taken against, or against the property or assets of, any Obligor or Guarantor, or under or in respect of enforcement action for the repossession of the Lease Asset taken against any Obligor and/or any Sub-Lessee of the Lease Asset and the subsequent sale of the Lease Asset (the **Enforcement Proceeds**):

- (iii) Costs and Expenses incurred in connection with such Enforcement Proceeds; and
- (iv) any other expenses actually and properly incurred by the Servicer which have not been collected by it.

The appointment of Piraeus Leases as Servicer (in relation to the provision of the Services) can be terminated on the occurrence of a Servicer Termination Event under the Servicing Agreement. The termination of the appointment of the Servicer shall only be effective if the Issuer has appointed a substitute servicer on the terms of the Servicing Agreement. In the event that the appointment of the Servicer is terminated, neither the Cash Manager nor the Trustee will be responsible for performing any of the duties of the Servicer pending the appointment of a substitute servicer. If a substitute servicer or Standby Servicer is appointed to service the Receivables, their Ancillary Rights and Related Security such appointment is required to comply with Paragraph 14, Article 10 of the Securitisation Law.

## SUMMARY OF PRINCIPAL DOCUMENTS

The description of certain of the Transaction Documents set out below is a summary of certain features of such documents and is qualified by reference to the detailed provisions thereof. Prospective Noteholders may inspect a copy of the documents described below upon request at the specified office of each of the Issuer and the Paying Agent.

### Receivables Sale Agreement

Under the Receivables Sale Agreement, the Seller will agree to sell to the Issuer the Initial Portfolio, and the Issuer will agree to purchase the Initial Portfolio at a price equal to the aggregate of:

- (a) the Initial Purchase Price; and
- (b) by way of deferred purchase price, any excess Interest Available Funds held by the Issuer following the payment of, or provision for, the amounts referred to in paragraphs (i) to (xvi) (inclusive) of the Pre-Enforcement Interest Priority of Payments or the amounts referred to in paragraphs (i) to (vii) (inclusive) of the Post-Enforcement Priority of Payments, as appropriate (the **Deferred Consideration**).

On the Closing Date the Issuer will estimate the Initial Purchase Price (on the basis of the aggregate Principal Outstanding Balance of the Receivables at the Cut-Off Date minus the Principal Outstanding Balance of any Receivables that do not comply with the Receivable Warranties on the Closing Date and minus any principal payments received on any Receivables between the Cut-Off Date and the Closing Date) and will apply the proceeds of the issue of the Notes towards payment of such estimated amount (the **Estimated Initial Purchase Price**). To the extent the Seller has calculated that the actual Initial Purchase Price is not equal to the Estimated Initial Purchase Price following a reconciliation on or about ten Business Days after the Closing Date, the Issuer will either apply any retained proceeds of the issue of the Notes or receive a repayment from the Seller, as the case may be, towards any difference between such amounts. Any surplus proceeds will be repaid on the first Interest Payment Date to the Noteholders so that the initial aggregate Principal Amount Outstanding of the Notes on the Closing Date equals the aggregate Principal Outstanding Balance of the Receivables.

All Collections in respect of the Initial Portfolio arising on or after 10 August 2009 but prior to the Closing Date shall form part of the Initial Portfolio and be transferred to the Issuer on the Initial Purchase Date.

### Representations and Warranties as to the Receivables

As at the date the Receivables are sold to the Issuer, the Receivables, their Ancillary Rights and Related Security forming the Portfolio will be **required** to comply with the Eligibility Criteria as set out below. They will also be required to comply with the representations and warranties given by the Seller as at the Cut-Off Date in respect of the Portfolio in the Receivables Sale Agreement (the **Receivable Warranties**) which include (but are not limited to) the representations and warranties set out below:

- (a) The particulars of each Receivable in Schedule 8 of the Receivables Sale Agreement are true and accurate and the serial numbers stated therein enable each Receivable and Receivables Contract to be identified in the records of the Seller.
- (b) Each Receivable constitutes a legal, valid and binding obligation of the relevant Obligor enforceable in accordance with its material terms.
- (c) The aggregate Principal Outstanding Balance of the Receivables at the Closing Date does not exceed €539,764,305.00.
- (d) Each Receivables Contract complied in all material respects with the operating procedures of Piraeus Leases for the business in force at the time of origination.
- (e) Each Receivables Contract was entered into by the Seller, on its own account.
- (f) All steps necessary to perfect the Seller's title to each Receivable and its Ancillary Rights and Related Security were duly taken at the appropriate time with all due diligence and all related costs and fees have been duly paid for.
- (g) The Seller has not, in whole or in part, assigned (whether outright or by way of security), transferred, sold, conveyed, discounted, novated, charged, disposed of or dealt with the benefit of, or right, title and interest to, any of the Receivables in any way whatsoever (other than in accordance with the Transaction Documents) and has not permitted any of the same to be seized, attached or subrogated.
- (h) In respect of any secured Receivables, prior to entering into a Receivables Contract with the relevant Obligor, the Seller has carried out or instructed to carry out in relation to the relevant asset all investigations, searches and other actions that would have been undertaken by a Prudent Lessor when entering into a Receivables Contract with the Obligor in respect of an amount equal to the amount due under the relevant Receivables to be secured on an asset of the kind permitted under the operating procedures of Piraeus Leases for new business in force at the time such Obligor entered into the Receivables Contract.
- (i) Immediately following its assignment to the Issuer, each Receivable:
  - (i) will be an Eligible Receivable;
  - (ii) will be a financial asset within the meaning of generally accepted accounting practice (as defined in section 50 of the Finance Act 2004); and
  - (iii) will not be (A) a share; (B) a derivative contract where the underlying subject is shares or land or (C) a loan relationship with embedded derivatives where the underlying subject matter of the embedded derivative is or includes shares or land.
- (j) Each Obligor was in respect of each Receivables Contract to which he is a party, as at the date of execution of such Receivables Contract and as at the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date, an Eligible Obligor.
- (k) No Receivable with an Arrears Multiple equal or above 20 per cent. is more than 30 days in Arrears on the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date.

- (l) No Receivable or any payment thereunder has ever been written off according to the Seller's credit and collection policies as contained in the operating procedures of Piraeus Lease and, in respect of each Receivable, the Seller has not waived any Obligor's obligations or any event of default (howsoever described in the relevant Receivables Contract) under any Receivables.
- (m) Neither the entry by the Seller into the Transaction Documents to which it is a party nor the transfer of the Receivables contemplated thereby:
  - (i) has adversely affected or will adversely affect any of the Receivables; or
  - (ii) has rendered or will render any of the same unenforceable in whole or in part or subject to any lien, right of rescission, set-off, compensation, retention, counterclaim, defence.

and the Seller may sell the Receivables without breaching any term or condition applying to any such Receivables.

- (n) The transfer of the Receivables and the assignment of all rights attached thereto on the Initial Purchase Date and on any later date of purchase of a Subsequent Receivable or a Replacement Receivable pursuant to the Receivables Sale Agreement and the Greek Assignment Agreement will be effective to transfer full, unencumbered title to the Receivables to the Issuer and no further act, condition or thing will be required to be done to transfer legal title of any Receivables to the Issuer, require payment of the Receivables arising thereunder to the Issuer or to enforce such right in court and the delivery to the relevant Obligor except the registration of a summary of the Greek Assignment Agreement with the Athens Pledge Registry in accordance with the requirements of Article 10, paragraph 8 of the Securitisation Law.
- (o) The Seller has no obligations under or in connection with the Receivables, other than the obligations of the lessor included in the standard form of the Receivables Documentation as of the Closing Date.
- (p) So far as the Seller is aware, no Obligor has asserted and no circumstances as at the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date and the Cut-Off Date exist as a result of which any Obligor would be entitled to assert:
  - (i) any lien, counterclaim, right of rescission, set-off, retention, subordination or compensation; or
  - (ii) any defence to payment of any amount due or to become due or performance of any other obligation due under a Receivables Contract,

except any assertion of a lien, counterclaim, right of rescission, set-off, retention, compensation, subordination or a defence to payment or performance which is (i) invalid, so far as the Seller is aware, having taken, appropriate legal advice, or (ii) has been resolved prior to the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date.

- (q) Other than late payment of interest or principal, no Obligor is in material breach, default or violation of any obligation under the relevant Receivables Contract.

- (r) In respect of each Receivable, the Seller has not received any written notice in accordance with the relevant Receivables Contract, or otherwise, that any event of default (howsoever described in the relevant Receivables Contract) in respect of the Obligor has occurred and is continuing.
- (s) No proceedings have been taken by the Seller against any Obligor in respect of any Receivables.
- (t) Neither the Seller nor any of its agents has received written notice of any litigation, dispute or complaint subsisting, threatened or pending which:
  - (i) has or might have a material adverse effect on the validity or enforceability of any Receivables Contract;
  - (ii) may have a material adverse effect on the benefit to the Issuer of the transfers contemplated by the Receivables Sale Agreement; or
  - (iii) calls into question the Seller's title to any Receivables or the value of the security in relation to such Receivables.
- (u) No advance payment has been made in respect of any Receivable falling due for payment on or after the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date.
- (v) No Receivable has been terminated, repudiated or rescinded by the Seller or, so far as the Seller is aware, terminated, repudiated or rescinded by any relevant Obligor.
- (w) The operating procedures of Piraeus Leases include such investigations, searches and other actions and such enquiries as to the status and creditworthiness of each Obligor thereunder (having regard to all the circumstances including the amount of the credit given under such Receivables Contract and the identity of the Obligor or Obligors).
- (x) So far as the Seller is aware, no fraud has been perpetrated by any Obligor or any other person (whether or not an agent or employee of the Seller) in or in connection with the issue or completion or performance of any Receivables Contract and none of the documents, reports, forms and applications made, given, drawn-up or executed in relation to such issuance, completion or performance has been given, made, drawn-up or executed in a fraudulent manner.
- (y) So far as the Seller is aware, no Receivables Contract is void or voidable at the instance of any Obligor by reason of fraud, undue influence, duress, misrepresentation or for any other reason.
- (z) No representation or warranty has been made to any Obligor (whether prior to entry into the applicable Receivables Contract or thereafter) which is materially inconsistent with the terms and conditions of the Receivables Contract to which such Obligor is party.
- (aa) The Seller or its agent has created and maintained and is in possession of all the Receivables Records relating to the Receivables.
- (bb) In respect of any Receivables, all Property Deeds and Receivables Records are held by, or to the order of, the Seller.

- (cc) Since entering into the Receivables Contracts, the Seller has administered the Receivables with reasonable care and diligence and in accordance with the operating procedures of Piraeus Leases.
- (dd) All material legal obligations and duties of the Seller such as licensing requirements which would otherwise have a material adverse effect on the Issuer in relation to the Receivables and/or their Ancillary Rights and Related Security have been fully complied with.
- (ee) In the transmission and treatment of personal data relating to the Receivables, the Seller has complied with all applicable provisions and performed all the registrations required for the treatment and transmission of personal data relating to Guarantors, who are not legal persons, in respect of any guaranteed Receivables.
- (ff) If a Receivable to be transferred and assigned to the Issuer is:
  - (i) a secured Receivable under which the Seller benefits from the Related Security held by the Seller; and
  - (ii) such Related Security is also held by the Seller in connection with Receivables that are not to be transferred and assigned to the Issuer at the same time;

the Seller has an unrestricted entitlement under the Receivables that are to be transferred and assigned to the Issuer, in relation to the enforcement of the Related Security and all matters in relation thereto.

- (gg) The Seller:
  - (i) is carrying on a financial trade;
  - (ii) originated the Receivables in the ordinary course of that financial trade;
  - (iii) sells the Receivables to the Issuer in the ordinary course of the financial trade; and
  - (iv) brings the Initial Purchase Price and any Deferred Consideration into account in computing the profits of the financial trade.
- (hh) In case of Real Estate Lease Assets which are sub-leased, the Seller has not entered into a contractual arrangement providing that, upon termination of the relevant Real Estate Lease Contract, the sub-lease agreement will remain in force, as main (commercial, not financial) lease between the respective Sub-Lessee and the Seller, except for the sub-lease agreements with Microsoft Hellas S.A. (Obligor Babis Vovos S.A.), Proton Bank (Obligor Techniki A.E.) and the municipality of Chalandri (Obligor Makrial A.E.).
- (ii) In case of Replacement Receivables and Subsequent Receivables arising from Real Estate Lease Contracts in respect of which the underlying Lease Asset is sub-leased, the Seller shall disclose any contractual arrangement it has entered into pursuant to which, upon termination of the relevant Real Estate Lease Contract, the sub-lease agreement will remain in force, as main (commercial, not financial) lease between the respective Sub-Lessee and the Seller.

**Arrears Multiple** means in respect of a Receivables Contract the total amount unpaid in respect of such Receivables Contract divided by the Rental Element amounts due under such Receivables Contract.

**Property Deeds** means, in respect of real estate, the official notarial deeds, court decisions and Land Registry or Cadastre certificates which make up the title to the property.

**Receivables Records** means, in respect of a Receivable, the original and/or copies of the Receivables Contract, all information maintained in electronic form including tapes and discs relating to the Receivables and in relation to a secured Receivable, any original public documentation evidencing the Charged Assets including the Property Deeds.

**Pre-Notation** means a judicial pre notation in respect of a Receivable under article 1274 of the Greek Civil Code.

**Mortgage** means, in respect of any secured Receivable, the charge by way of legal mortgage over the relevant property the benefit of which, prior to the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date, is vested in the Seller, as security for the payment of that secured Receivable.

The Seller will also make representations and warranties in respect of the Receivables, their Ancillary Rights and Related Security included in the Portfolio as at the Cut-Off Date including statements to the following effect which together constitute the eligibility criteria in respect of the Receivables (the **Eligibility Criteria**):

(a) *Eligible Receivables*

**Eligible Receivables** are Receivables:

- (i) which are originated by the Seller and legally and beneficially owned by the Seller;
- (ii) which are created in compliance with, governed by and subject to the laws of Greece;
- (iii) which are not subject to any dispute, right of lien, counter claim, right of recession, set-off, retention, subordination, compensation, deferral, defence or claim existing or, in the Seller's knowledge, pending against the Seller;
- (iv) which are not Defaulted Receivables;
- (v) which can be segregated and identified for ownership on any day;
- (vi) which are Receivables of which all amounts that have become due under the relevant Receivables Contract have been collected in accordance with the ordinary business practices of the Seller and in accordance with any requirement of law or any regulatory direction applicable to the Seller;
- (vii) which are debts, which are freely assignable and transferable by the Seller to the Issuer under the laws of Greece, without restriction and without the consent of, or

giving of notice to, any Obligor or, as the case may be, any other relevant party or to any other person;

- (viii) which are capable of being subject to the Security; and
- (ix) which are free and clear of any encumbrance (other than a Permitted Encumbrance).

**Permitted Encumbrance** means any encumbrance permitted to be created in accordance with a Transaction Document.

(b) *Eligible Receivables Contracts*

**Eligible Receivables Contracts** are Receivables Contracts:

- (i) which are entered into by the Seller in the ordinary course of the Seller's business on arms' length commercial terms as principal and not as agent for any party;
- (ii) in which the Seller had at the date of execution the requisite power to enter into on the terms on which it was made;
- (iii) in respect of which all acts, conditions and things required to be done, fulfilled and performed in order:
  - (A) to enable the Seller lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in such Receivables Contract; and
  - (B) to ensure that the obligations expressed to be assumed by it in the Receivables Contract are legal, valid, binding and enforceable on the Seller;
  - (C) have been done, fulfilled and performed and are in full force and effect or, as the case may be, have been effected and no steps have been taken to challenge, revoke or cancel any such authorisation obtained or effected;
- (iv) which have been duly executed by the relevant Obligor or Obligors and constitute legal, valid and binding obligations of the relevant Obligor or Obligors enforceable in accordance with their terms;
- (v) which have been duly executed by the Seller and constitute the legal, valid and binding obligations of the Seller, enforceable in accordance with its terms;
- (vi) the execution and performance of which does not, to the Seller's knowledge, cause the Seller to be in conflict with or constitute a breach or infringement of any of the terms of, or constitute a default by the Seller under:
  - (A) the Seller's Article of Association;
  - (B) any requirement of law or any regulatory direction; or
  - (C) any agreement, indenture, contract, mortgage, deed or other instrument to which it is a party or which is binding on it or any of its assets;

- (vii) which are governed by and subject to the laws of Greece;
- (viii) in respect of which the execution and performance of the Seller does not require the consent of any other party or the consent, licence, approval or authorisation under any regulatory direction or by any Governmental Authority;
- (ix) which do not contain any restriction on assignment of the Receivables, their Ancillary Rights and Related Security, and where consent to assign is required, such consent has been obtained;
- (x) which have not been previously assigned or transferred by the Seller;
- (xi) which are not subject to any prohibitions or restrictions on disclosure of any information relating thereto;
- (xii) which, under the laws of Greece do not have to be filed, recorded or enrolled with any court or other authority in Greece other than registration with the special registry (of Greek law 1038/1949) kept with the competent court of first instance and in respect of Real Estate Lease Contract registration thereof with the competent Land Registry or Cadastre, and in respect of Vehicle Lease Contracts registration thereof with the competent department of the Greek Ministry of Transport and Communications and on or in relation to which no stamp, registration or similar tax is required to be paid;
- (xiii) in respect of which at least one payment of Receivables due thereunder has been made prior to the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date on which it is assigned to the Issuer;
- (xiv) which provide for the Rental Element payments due thereunder by instalments every month or every 3 months;
- (xv) which are Floating Receivables Contracts;
- (xvi) which provide for floating rate Euribor 1 month or floating rate Euribor 3 month to be applicable as Contractual Rate or Adjustment Reference Rate;
- (xvii) which provide for the Rental Element payments due thereunder to be paid without any set-off, deduction, counterclaim or deferral;
- (xviii) which require the Obligor to maintain the Lease Asset in good working order or condition, to bear all costs of operating and maintaining the Lease Asset, and not to alter the structure or functioning of the Lease Asset unless express permission is given for this purpose by the Seller to the Obligor;
- (xix) which provide for all payments under such Receivables Contract to be denominated in euro and made into an account which is located in Greece;
- (xx) which are entered into in writing on the terms of the standard form documentation in relation to Receivables of the Seller as of the Closing Date or any approved contract form without any modification or variation other than in respect of modifications or variations to such terms which are not material (as determined by the Seller) and which are not contrary to, or otherwise in conflict with the Eligibility Criteria.

- (xxi) which constitute the whole agreement relating to one or more Lease Assets referred to therein between the Seller and the relevant Obligor immediately prior to the Initial Purchase Date or the relevant Subsequent Purchase Date or Repurchase Date on which it is assigned to the Issuer;
- (xxii) in respect of which the Seller has not received notice of early termination or prepayment;
- (xxiii) which do not contain provisions whereunder the Obligor may require any variation to the terms of such Receivables Contract or any replacement or exchange or upgrade of the Lease Asset;
- (xxiv) which do not contain provisions which may give rise to a liability on the part of the Seller or any assignee therefore to make further advances, pay money or perform any onerous act;
- (xxv) which do not contain any provisions which purport to cause the claim of the Seller against the relevant Obligor under the Receivables Contract to rank lower than pari passu with other claims of creditors of such Obligor;
- (xxvi) which are entered into in compliance with the internal operating policies of the Seller;
- (xxvii) which are Receivables Contracts in respect of which the maturity date does not fall after the date falling 60 months before to the Final Maturity Date;
- (xxviii) which require the relevant Obligor to pay all taxes and maintain insurance on the Lease Asset the subject of the Receivables Contract in accordance with the terms of the Receivables Contract;
- (xxix) in respect of which no event has occurred or act or thing been done or omitted to be done pursuant to which or as a result of which the related Receivables Contract could be terminated by the Seller or the Obligor, including being a total loss for insurance purposes;
- (xxx) under which no obligations are outstanding between the Seller and the Obligor or the Seller and any other party (including any builder or repairer, as the case may be) in relation to the Lease Asset and the Receivables Contract for which an assignee of the Lease Asset or the Receivables Contract could be held liable by the Seller or in respect of which any person could exercise any right of set-off; and
- (xxxi) in respect of which the Obligor does not have the benefit of any encumbrance other than the rights arising as lessee under the related Receivables Contract.

**Arrears** means in respect of any Receivable, any amount in excess of €100 for each Receivables Contract which is outstanding after being due and payable by the relevant Obligor for more than 30 days;

**Charged Assets** means any asset securing a Receivables Contract under the terms of the relevant Receivables Documentation by way of a Pre-Notation, Mortgage or any other type of security in favour of the Seller;

**Governmental Authority** means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**Guarantor** means, in relation to a Receivables Contract, the individual or individuals or legal entities assuming an obligation to guarantee payment of amounts due under such Receivables Contract;

**Piraeus Group** means Piraeus Bank together with its subsidiaries and subsidiary undertakings;

**Security Interest** means any Mortgage, Pre-Notation, Pledge (including any pledge operating by law), lien, charge, assignment, hypothecation or security interest or other agreement or arrangement having the effect of conferring security;

(c) *Eligible Obligors*

**Eligible Obligors** are Obligors:

- (i) who are a party to a Receivables Contract as primary Obligor or Guarantor;
- (ii) who are a Greek societe anonyme or a professional individual or other entity organised under private law with a head office or effective management in Greece;
- (iii) who are not public entities;
- (iv) who are not Piraeus Bank's affiliated companies;
- (v) who are an entity with full legal capacity to enter into the Receivables Contract under the laws of Greece;
- (vi) who, to the best knowledge and belief of the Seller, are not subject to an Insolvency Event;
- (vii) who are tax resident in Greece;
- (viii) who are resident at the address set out in the relevant Receivables Contract and that address is in Greece;
- (ix) whose identity has been verified by the Seller when entering into the relevant Receivables Contract;
- (x) who met the internal operating policies of the Seller for new business in force at the time such Obligor entered into the Receivables Contract; and
- (xi) who are rated by the Seller, where applicable, using the MRA Scale and in respect of which the MRA Rating is not greater than 10 at the origination of the relevant Receivables Contract.

**Insolvency Event** means, in respect of Piraeus Leases, any of the following:

- (a) Piraeus Leases stops payment of part or all of its debts in a permanent unremedied way;

- (b) an application or petition for bankruptcy, administration, dissolution or mandatory management of Piraeus Leases has been filed with the court and is not discharged by the latter of 30 days and the original judicial hearing date for the application or petition;
- (c) Piraeus Leases having resolved to enter into voluntary liquidation;
- (d) Piraeus Leases admits in writing its inability to pay or meet its debts;
- (e) Piraeus Leases is forced to enter into liquidation pursuant to Greek law;
- (f) a creditors' collective enforcement procedure is commenced against Piraeus Leases (including such procedure under law 3588/2007 of the Hellenic Republic) and is not discharged or temporarily revoked (for so long as such temporary revocation remains in effect or otherwise becomes permanent) within 30 days;
- (g) the appointment of any administrator, liquidator or administrative or other receiver of Piraeus Leases or all or a substantial part of its property or assets;
- (h) any action or step is taken which has a similar effect to the foregoing.

**MRA Rating** means, the scale from 1 to 10 used by the Servicer or by Piraeus Bank, S.A. to rate Obligors using the Moody's Risk Advisor Model, as modified and recalibrated by the Servicer from time to time, provided that any modification or recalibration which requires a change to the Internal Rating Criteria trigger levels, must be consented to by Moody's.

**MRA Scale** means, the scale from 1 to 10 used by the Servicer to rate an Obligor using the Moody's Risk Advisor Model.

(d) *Eligible Real Estate Assets*

**Eligible Real Estate Assets** are real estate assets:

- (i) over which the Seller has full and uncontested legal ownership;
- (ii) which are prime commercial, industrial, office, retail or leisure space located in Greece;
- (iii) which are leased in whole or in part by the Seller to the Obligor pursuant to an Eligible Receivables Contract;
- (iv) which are not a property under construction;
- (v) which are occupied by the relevant Obligor or Sub-Lessee (as the case may be) and, in respect of which, at the date of its origination, the related property is in compliance with all relevant statutory and regulatory construction requirements and guidelines;
- (vi) in respect of which there are no claims or actions pending or threatened against the Seller in respect of the relevant real estate asset or which, to the Seller's

knowledge, could be validly asserted against the Seller which if unsatisfied would give rise to an encumbrance over such real estate asset;

- (vii) in respect of which there are no material claims outstanding, or which could be validly asserted against the Seller (or any other person with a right to be indemnified by the Seller) including by an Obligor in respect of the relevant real estate asset and, so far as the Seller is aware, there are no existing circumstances (including a result of the relevant real estate asset suffering from any damage, fault or defect, whether latent or manifest) that could lead to such a claim; and
- (viii) are not, so far as the Seller is aware, a total loss for insurance purposes.

(e) *Eligible Equipment*

**Eligible Equipment** is equipment:

- (i) over which the Seller has full and uncontested legal ownership;
- (ii) which is machinery equipment, furniture, information technology equipment, telecoms equipment, medical equipment, construction equipment, cranes and technical installations in general, used for or related to business activities of the Obligor;
- (iii) which is not spare parts or inventories;
- (iv) which has been delivered to, and not rejected by, the relevant Obligor and remains in the possession of or under the control of the relevant Obligor (or any Sub-Lessee), and is being used by, or at the direction of the Obligor for their proper purpose and in compliance with all relevant statutory and regulatory requirements and guidelines, including manufacturer's guidelines (whether or not having the force of law), and in accordance with the provisions of the relevant Receivables Contract;
- (v) in respect of which there are no claims or actions pending or threatened against the Seller in respect of the relevant equipment or which, to the Seller's knowledge, could be validly asserted against the Seller which if unsatisfied would give rise to an encumbrance over such equipment;
- (vi) in respect of which there are no material claims outstanding, or which could be validly asserted against the Seller (or any other person with a right to be indemnified by the Seller) including by an Obligor in respect of the relevant equipment and, so far as the Seller is aware, there are no existing circumstances (including as a result of the relevant equipment suffering from any damage, fault or defect, whether latent or manifest) that could lead to such a claim;
- (vii) in respect of which all VAT payable in respect of the purchase by the Seller has been paid; and
- (viii) in respect of which the Obligor does not have the benefit of any encumbrance other than the rights arising as lessee under the related Lease Contract.

(f) *Eligible Vehicles*

**Eligible Vehicles** are vehicles:

- (i) over which the Seller has full and uncontested legal ownership;
- (ii) which are licensed in Greece;
- (iii) which are passenger cars, vans, buses or trucks;
- (iv) which are not ships, trains or aircrafts;
- (v) in respect of which all VAT payable in respect of the purchase by the Seller has been paid;
- (vi) which have been delivered to, and not rejected by, the relevant Obligor and remain in the possession of or under the control of the relevant Obligor, and are being used by, or at the direction of the Obligor for their proper purpose and in compliance with all relevant statutory and regulatory requirements and guidelines, including manufacturer's guidelines (whether or not having the force of law), and in accordance with the provisions of the relevant Receivables Contract;
- (vii) in respect of which there are no claims or actions pending or threatened against the Seller in respect of the relevant vehicle or which, to the Seller's knowledge, could be validly asserted against the Seller which if unsatisfied would give rise to an encumbrance over any such vehicle;
- (viii) in respect of which there are no material claims outstanding, or which could be validly asserted against the Seller (or any other person with a right to be indemnified by the Seller) including by an Obligor in respect of the relevant vehicle or the operation of the relevant vehicle and, so far as the Seller is aware, there are no existing circumstances (including as a result of the relevant vehicle suffering from any damage, fault or defect, whether latent or manifest or being subject to any operational limitations) that could lead to such a claim; and
- (ix) which are not, so far as the Seller is aware, a total loss for insurance purposes.

*Replacement Receivables*

If a Receivable, its Ancillary Rights or Related Security fails to comply with the Eligibility Criteria or there is a breach of any of the Receivable Warranties given by the Seller, then the Seller will have an obligation to remedy such breach prior to the next Interest Payment Date following receipt of written notice of such breach from the Issuer (unless such Interest Payment Date falls less than 21 days after the receipt by the Issuer of written notice of such breach by the Issuer in which case prior to the second Interest Payment Date to fall after receipt of such notice). If such breach is not capable of remedy, or, if capable of remedy, is not remedied by the next Interest Payment Date or, where applicable, by the second following Interest Payment Date, the Seller has an obligation to repurchase the relevant Receivable or procure the substitution of a similar Receivable and security in replacement of such Receivable subject to the provisions of the Receivables Sale Agreement.

The consideration payable by the Seller in relation to the repurchase of a relevant Receivable (**Retired Receivable**) will be an amount equal to the aggregate of: (a) the Principal Outstanding Balance of the relevant Retired Receivable plus interest accrued thereon but not yet paid (including the interest not yet paid by the relevant Obligor) as at the date of the repurchase (each a **Repurchase Date**); (b) any amount of interest and principal waived pursuant to the provisions of the Servicing Agreement and/or not recovered on completion of the Repossession Procedures and/or Enforcement Procedures in relation to the relevant Retired Receivable and its Related Security and the exercise of its Ancillary Rights; and (c) the costs and expenses properly documented and incurred by the Issuer and/or the Trustee in relation to such repurchase.

If a Receivable expressed to be included in the Portfolio has never existed or has ceased to exist on the date on which it is due to be repurchased, the Seller will be required, on demand, to indemnify the Issuer against any and all liabilities suffered by the Issuer by reason of the breach of the relevant Receivable Warranty.

In addition, if an Obligor requests a variation to the rate of interest chargeable under a Receivables Contract and the Servicer is unwilling to make such a variation in accordance with the definition of Permitted Variation, the Seller may repurchase such Retired Receivable, provided that the Seller sells to the Issuer one or more Replacement Receivables (as defined below), having in aggregate a Principal Outstanding Balance of not less than 100 per cent. of the Retired Receivable(s).

On any day a Retired Receivable is to be repurchased and consideration to be paid by the Seller or any day on which the Seller is to make an indemnity payment, the Seller may sell Receivables (**Replacement Receivables**) to the Issuer such that the aggregate of the Principal Outstanding Balance of the Replacement Receivables will be equal to or less than the consideration or indemnity payment in cash that is payable by the Seller to the Issuer on such day. The Issuer may discharge its liability to pay the consideration for a Replacement Receivable by setting-off amounts due to it in respect of consideration for a Retired Receivable or in respect of any other payment payable to the Issuer by the Seller.

As a deferred purchase price with respect to any Replacement Receivables, the Issuer shall pay to the Seller the Deferred Consideration (if any) in accordance with the Pre-Enforcement Interest Priority of Payment or Post-Enforcement Priority of Payment, as the case may be.

Each Replacement Receivable or Subsequent Receivable must, as of the relevant Repurchase Date or Subsequent Purchase Date, respectively, satisfy the following criteria (the **Subsequent Receivables Criteria**):

- a) the Subsequent Receivable or Replacement Receivable (as the case may be) must meet the Eligibility Criteria;
- b) the Subsequent Receivable or Replacement Receivable (as the case may be) is not in Arrears on the relevant Repurchase Date or Subsequent Purchase Date;
- c) the Seller Receivables Warranties being true in every material respect on the relevant Subsequent Purchase Date or Repurchase Date (as the case may be) in respect of the Subsequent Receivables or the Replacement Receivables (as the case may be) by reference to the facts and circumstances then subsisting;

- d) the term to maturity of the Subsequent Receivable or Replacement Receivable is not greater than 300 months and the maturity date of the Subsequent Receivable or Replacement Receivable falls at least 5.00 years before the Final Maturity Date;
- e) the original LTV of the Subsequent Receivable or Replacement Receivable is not greater than 100 per cent.;
- f) following the purchase of the relevant Subsequent Receivables and Replacement Receivables, the weighted average of the ratio for all the Receivables between i) the Residual Value and ii) the Principal Outstanding Balance plus the Residual Value of the relevant Receivables as at the relevant Calculation Date, must equal at least 5.50 per cent.;
- g) following the purchase of the relevant Subsequent Receivables or Replacement Receivables:
  - (i) the Weighted Average Interest Rate of all the Receivables is equal to or greater than 2.05 per cent. above EURIBOR for the current Interest Period;
  - (ii) the Weighted Average Remaining Term of all the Receivables in the Portfolio is equal to or less than 160 months;
  - (iii) in the case of a Receivables Contract which has a remaining term which is above the Weighted Average Remaining Term as at the Cut-Off Date, the Weighted Average Remaining Term of all the Receivables in the Portfolio following the purchase of such Receivable would be less than twelve months greater than the weighted average remaining term of the Initial Portfolio as at the Cut-Off Date;
  - (iv) all new Receivables in the Portfolio had at least one Rental Element paid;
  - (v) the aggregate Principal Outstanding Balance of all Real Estate Lease Contracts shall not be more than 70.00 per cent. of the aggregate Principal Outstanding Balance of the Receivables in the Portfolio;
  - (vi) the aggregate Principal Outstanding Balance of all Equipment Lease Contracts shall not be more than 30.00 per cent. of the aggregate Principal Outstanding Balance of the Receivables in the Portfolio;
  - (vii) the aggregate Principal Outstanding Balance of all Vehicle Lease Contracts shall not be more than 30.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio;
  - (viii) in respect of Receivables in Pool A, no Obligor shall be the obligor in respect of more than 2.10 per cent. of the

aggregate Principal Outstanding Balance of all Receivables in Pool A as at the Closing Date;

- (ix) in respect of Receivables in Pool A, the aggregate Principal Outstanding Balance of all the Receivables due from the 10 Obligors having the highest Principal Outstanding Balances of all the Receivables in Pool A is equal to or less than 16.00 per cent. of the aggregate Principal Outstanding Balance of all the Receivables in Pool A as at the Closing Date;
- (x) in respect of Receivables in Pool A, the aggregate Principal Outstanding Balance of all the Receivables due from the 20 Obligors having the highest Principal Outstanding Balances of all the Receivables in Pool A is equal to or less than 26.00 per cent. of the aggregate Principal Outstanding Balance of all the Receivables in Pool A as at the Closing Date;
- (xi) in respect of Receivables in Pool A, the aggregate Principal Outstanding Balance of all the Receivables in Pool A due from the Largest Obligor Group is equal to or less than 2.60 per cent. of the aggregate Principal Outstanding Balance of all the Receivables in Pool A as at the Closing Date;
- (xii) in respect of Receivables in Pool A, the aggregate Principal Outstanding Balance of all the Receivables in Pool A due from the 10 Largest Obligor Groups is equal to or less than 16.20 per cent. of the aggregate Principal Outstanding Balance of all the Receivables in Pool A as at the Closing Date;
- (xiii) the aggregate Principal Outstanding Balance of all Real Estate Lease Contracts in respect of real estate asset which has been sub-let by the Obligor shall not be more than 25.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio;
- (xiv) the aggregate Principal Outstanding Balance of Receivables from Seasonal Receivables Contracts shall not be more than 10.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio;
- (xv) the aggregate Principal Outstanding Balance of all the Receivables for which the relevant Obligor is in any one Geographic Region shall not exceed 67.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio;
- (xvi) the aggregate Principal Outstanding Balance of all the Receivables with balloon payments due either at the term or during the life of the Receivables Contract shall not exceed 20.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio and the total

balloon payments shall be less than 4.50 per cent. of the Principal Outstanding Balance of all Receivables in the Portfolio;

(xvii) the largest Principal Outstanding Balance of any Receivable is not greater than (i) €9,500,000 for Receivables in the Real Estate Sub-Portfolio, (ii) € 1,000,000 for Receivables in the Vehicle Sub-Portfolio and € 1,500,000 for Receivables in the Equipment Sub-Portfolio;

(xviii) the aggregate Principal Outstanding Balance of all the Receivables in the Portfolio which were previously subject to rescheduling of payment of the Rental Elements shall not exceed 3.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables in the Portfolio;

(xix) the weighted average interest rate of all Receivables Contracts within a Sub-Portfolio (calculated by the Servicer) (the **Weighted Average Interest Rate**) will exceed the relevant contractual EURIBOR during the relevant Interest Period with the percentages set out below (the **Minimum Spread**):

Pool no. 1 (Real Estate Sub-Portfolio) 1.90%

Pool no. 2 (Vehicle Sub-Portfolio) 2.60%

Pool no. 3 (Equipment Sub-Portfolio) 2.50%

(xx) the aggregate Principal Outstanding Balance of all Receivables for which the relevant Obligor is designated as falling in the relevant real estate activities and construction (under NACE list) Industry Sectors in the Portfolio shall not exceed 28.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables Contracts in the Portfolio;

(xxi) the aggregate Principal Outstanding Balance of all the Receivables for which the relevant Obligor is designated as falling in the hotels and restaurants (under NACE list) Industry Sector in the Portfolio shall not exceed 5.00 per cent. of the aggregate Principal Outstanding Balance of all Receivables Contracts in the Portfolio; and

(xxii) the Internal Rating Criteria is met.

In addition, the purchase of any Replacement Receivable or Subsequent Receivable on any relevant Repurchase Date or Subsequent Purchase Date shall be subject to the following additional conditions:

(a) in case of the purchase of a Receivable from a Real Estate Lease Contract, the Sub-Portfolio Arrears Ratio in respect of the Real Estate Sub-Portfolio is not more than

1.90% following such purchase and the Sub-Portfolio Default Ratio in respect of the Real Estate Sub-Portfolio is not more than 5.90% following such purchase;

- (b) in case of the purchase of a Receivable from a Equipment Lease Contract, the Sub-Portfolio Arrears Ratio in respect of the Equipment Sub-Portfolio is not more than 8.50% following such purchase and the Sub-Portfolio Default Ratio in respect of the Equipment Sub-Portfolio is not more than 5.40% following such purchase;
- (c) in case of the purchase of a Receivable from a Vehicle Lease Contract, the Sub-Portfolio Arrears Ratio in respect of the Vehicle Sub-Portfolio is not more than 6.70% following such purchase and the Sub-Portfolio Default Ratio in respect of the Vehicle Sub-Portfolio is not more than 6.60% following such purchase,

provided that the failure to meet the conditions above with respect to the purchase of a Replacement Receivable or Subsequent Receivable in respect of a Sub-Portfolio shall not affect the purchase of a Receivable for another Sub-Portfolio.

For the avoidance of doubt, except as otherwise defined, the weighted average will be weighted by the Principal Outstanding Balance of the Receivables.

**Geographic Region** means a geographic region of Greece in which the registered office or principal place of business of the Obligor is located.

**Largest Obligor Group** means the Obligor Group with the highest aggregate Principal Outstanding Balance of the Receivables.

**Obligors Group** means, one or more Obligors identified as such by the Servicer by reference to the same client group code.

**Industry Sector** means each of the industry sectors as categorised in Greece by the Hellenic Republic National Statistical Service of Greece with reference to NACE list.

**Internal Rating Criteria** means:

(a) the weighted average MRA Rating of all the Obligors in the Portfolio rated with the MRA Scale is equal to or lower than 6.00;

(b) the aggregate Principal Outstanding Balance of all the Receivables in the Portfolio rated with the MRA Scale with an MRA Rating greater than 7.99 as at the relevant origination date is equal to or lower than 22% of the aggregate Principal Outstanding Balance of all Receivables Contracts in the Portfolio rated with the MRA Scale; and

(c) in respect of any Subsequent Receivable or Replacement Receivable which has an Obligor rated with the MRA Scale, the MRA Rating of the relevant Obligor is not greater than 8.00 at origination of the relevant Receivables Contract.

**Maximum Portfolio Notional Amount** means on any date:

- (a) the current aggregate Principal Outstanding Balance of the Receivables, plus
- (b) as at each day during the Revolving Period, any Principal Available Funds standing to the credit of the Issuer Transaction Account, together with such amount of the

Interest Available Funds as is applied by the Cash Manager on the relevant Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers.

**Moody's Risk Advisor Model** the rating model developed by the Seller in conjunction with Moody's KMV Company;

**Seasonal Receivables Contracts** means Receivables Contracts in relation to which interest and principal is paid only from May to October in each year.

**Sub-Portfolio Default Ratio** means, on any Calculation Date and for each Sub-Portfolio, the ratio, expressed as a percentage (rounded downwards to two decimal places) of:

(a) the aggregate amount unpaid of the Receivables within such Sub-Portfolio which became Defaulted Receivables during the relevant Collection Period;

divided by

(b) the aggregate Principal Outstanding Balance of all the Receivables within such Sub-Portfolio as at the last day of the relevant Collection Period.

**Sub-Portfolio Arrears Ratio** means, on any Calculation Date and for each Sub-Portfolio, the ratio, expressed as a percentage (rounded downwards to two decimal places) of:

(a) the aggregate amount of Arrears within such Sub-Portfolio as at the last day of the relevant Collection Period;

divided by

(b) the aggregate Principal Outstanding Balance of all the Receivables within such Sub-Portfolio as at the last day of the relevant Collection Period.

**Weighted Average Interest Rate** means, as of a Subsequent Purchase Date or Repurchase Date, the weighted average interest rate of the Receivables in the Portfolio calculated as the aggregate of the following calculated amounts for each Receivables Contract: (a) the Principal Outstanding Balance of the relevant Receivables Contract divided by the aggregate Principal Outstanding Balance of all Receivables in the Portfolio; multiplied by (b) the interest rate of such Receivables Contract.

**Weighted Average Remaining Term** means, as of a Subsequent Purchase Date or Repurchase Date, the weighted average remaining term to maturity for the Receivables in the Portfolio calculated as the aggregate of the following calculated amounts for each Receivables Contract: (a) the Principal Outstanding Balance of the relevant Receivables Contract divided by the aggregate Principal Outstanding Balance of all Receivables in the Portfolio; multiplied by (b) the remaining term (in months) to maturity of such Receivables Contract.

**Weighted Average Seasoning** means, as of a Subsequent Purchase Date or Repurchase Date, the weighted average period elapsed from the date of origination of the Receivables in the Portfolio and determined as the aggregate of the following calculated amounts for each Subsequent Receivables: (a) the Principal Outstanding Balance in respect of the relevant Subsequent Receivable divided by the aggregate Principal Outstanding Balance of all Receivables in the Portfolio; multiplied by (b) the term (in months) from the date of origination of such Subsequent Receivable.

### *Subsequent Receivables*

During the Revolving Period, subject to the terms of the Receivables Sale Agreement, it is envisaged that the Issuer will acquire from the Seller, on a quarterly basis on each Interest Payment Date falling within the Revolving Period (a **Subsequent Purchase Date**) the Subsequent Receivables, together with their Ancillary Rights and Related Security, which shall have substantially the same characteristics as the Receivables in the Initial Portfolio.

As consideration for the acquisition of each portfolio of Subsequent Receivables, the Issuer shall pay to the Seller a price (the **Subsequent Purchase Price**) equal to the Principal Outstanding Balance of all the Subsequent Receivables to be sold at the relevant **Subsequent Valuation Date** (being the Calculation Date prior to each Subsequent Purchase Date) minus the Principal Outstanding Balance of any Receivables that do not comply with the Receivable Warranties on the Subsequent Purchase Date and minus any principal payments received between the Subsequent Valuation Date and the Subsequent Purchase Date on any Subsequent Receivables to be sold, in full on the relevant Subsequent Purchase Date, in accordance with the Pre-Enforcement Principal Priority of Payments.

As a deferred purchase price with respect to any Subsequent Receivables, the Issuer shall pay to the Seller the Deferred Consideration (if any) in accordance with the Pre-Enforcement Interest Priority of Payment or Post-Enforcement Priority of Payment, as the case may be.

### *Subsequent Receivables Criteria*

The Subsequent Receivables Criteria shall apply in relation to any purchase of Subsequent Receivables by the Issuer.

The Receivables Sale Agreement also provides that the representations and warranties given by the Seller will be deemed to be repeated, *mutatis mutandis*, in connection with every transfer of Subsequent Receivables made by the Seller pursuant to the Receivables Sale Agreement, in relation to the facts and circumstances at the relevant Subsequent Purchase Date.

The Receivables Sale Agreement will be governed by English law.

### **Greek Assignment Agreement**

The Issuer will enter into the Greek Assignment Agreement with the Seller on the Closing Date pursuant to which, together with registration of a Notification Form in respect thereof with the Athens Pledge Registry, the Seller will assign, pursuant to article 445 *et seq.* of the Greek Civil Code, the Receivables along with all of its interests in and arising from the Receivables and related rights and privileges (including their Ancillary Rights and Related Security) to the Issuer as of 10 August 2009. The Greek Assignment Agreement will be subject to the terms and conditions of the Receivables Sale Agreement. The Issuer will also enter into documents in the form of the Greek Assignment Agreement in connection with the assignment of such Receivables, rights and privileges to the Issuer in connection with the sale and purchase of all Replacement Receivables and Subsequent Receivables and the Seller will represent and warrant in such documents as to its solvency on the relevant Repurchase Date or Subsequent Purchase Date.

The Greek Assignment Agreement and any documents in the form of the Greek Assignment Agreement entered into in connection with the sale and purchase of Replacement Receivables and Subsequent Receivables will be governed by Greek law.

### **Trust Deed**

The Notes will be constituted by the Trust Deed. Pursuant to the terms of the Trust Deed, 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 costs occasioned by such retirement. The Noteholders will have the power (exercisable by an Extraordinary Resolution of each Class of Notes) or, if none of the Notes remains outstanding, all of the Other Secured Parties will have the power to remove any trustee or trustees for the time being under the Trust Deed. The Issuer undertakes that it will use all reasonable endeavours to procure a new trustee to be appointed as soon as reasonably practicable after the Trustee under the Trust Deed retires or is removed. The retirement or removal of any such trustee will not become effective until a successor trustee is appointed. If a successor trustee has not been appointed within two months after the date of the notice of retirement of the Trustee, then the retiring Trustee may appoint its own successor trustee.

The Trust Deed also provides for the indemnification and exoneration of the Trustee as further described in Condition 13 (*Indemnification and Exoneration of the Trustee*). The Trust Deed also provides that the Trustee will not be responsible or liable for any special, indirect, punitive or consequential loss or damage, whether or not foreseeable, in respect of the Security.

The Trust Deed will be governed by English law.

### **Deed of Charge**

The Issuer will enter into the Deed of Charge on the Closing Date with the Other Secured Parties. Under the Deed of Charge, the Issuer will grant fixed and floating security over all of its assets (other than those charged under the Greek Pledge and pursuant to Paragraph 18 of Article 10 of the Securitisation Law) in favour of the Trustee for the benefit of the Secured Parties.

The Deed of Charge will also provide that (other than in certain limited circumstances) only the Trustee may enforce the security created under the Deed of Charge and Paragraph 18 of Article 10 of the Securitisation Law. The proceeds of any such enforcement of the Deed of Charge and Paragraph 18 of Article 10 of the Securitisation Law will be required to be applied by the Trustee in accordance with the order of priority set out in the Post-Enforcement Priority of Payments.

The Deed of Charge will be governed by English law.

### **Greek Pledge**

The Issuer will enter into a Greek accounts pledge agreement with the Trustee and the Issuer Account Bank on or prior to the Closing Date, pursuant to which the Issuer will provide a first rank pledge over the amounts standing from time to time to the credit of the Issuer Bank Accounts in favour of the Trustee and all Other Secured Parties.

The Greek Pledge will also provide that only the Trustee may enforce the security created under the Greek Pledge. The proceeds of any such enforcement of the Greek Pledge will be required to be applied in accordance with the order of priority set out in the Post-Enforcement Priority of Payments.

The Greek Pledge will be governed by Greek law.

### **Cash Management Agreement**

The Cash Manager will provide certain cash management services (the **Cash Management Services**) pursuant to the terms of the Cash Management Agreement. Among other things, the Cash Manager will be required to determine and record all Receipts, to determine the amounts of any losses suffered in respect of the Portfolio (based entirely on information received from the Servicer), to determine the amounts of any deficiencies relating to the Notes, and to arrange for the making of payments to the Noteholders, the Other Secured Parties (as defined in Condition 3(a) (*Status and Relationship between Classes of Notes*)) and to certain other third parties.

The Cash Manager will carry out certain services in relation to the Issuer Bank Accounts and the Issuer Transaction Account on behalf of the Issuer:

- (i) operating the Issuer Transaction Account in such a manner as to enable the Issuer to perform its financial obligations pursuant to the Notes and the Transaction Documents;
- (ii) providing the Issuer and the Trustee with certain cash management, calculation, notification and reporting information in relation to the Issuer Bank Accounts and the Issuer Transaction Account;
- (iii) taking the necessary action and giving the necessary notices to ensure that the Issuer Bank Accounts and the Issuer Transaction Account are credited with the appropriate amounts in accordance with the Cash Management Agreement;
- (iv) taking all necessary action to ensure that all payments are made out of the Issuer Transaction Account in accordance with the Cash Management Agreement and the Conditions; and
- (v) maintaining adequate records to reflect all transactions carried out by or in respect of the Issuer Bank Accounts and the Issuer Transaction Account.

On each Calculation Date, the Cash Manager shall, on the basis of the information supplied to it by the Servicer, and the Issuer Transaction Account Bank, and, as the case may be, the Issuer Account Bank, calculate the Available Funds.

Following the end of each Interest Period, the Cash Manager will prepare and provide certain reports to the Noteholders and the Rating Agency.

In addition, the Cash Manager has agreed to prepare and deliver (by no later than three Business Days immediately following each Interest Payment Date) to, inter alia, the Issuer, the Trustee, the Seller, the Arranger and the Rating Agency, a report substantially in the form set out in the Cash Management Agreement (the **Investor Report**) containing details of, *inter alia*, the Portfolio, amounts received by the Issuer from any source during the preceding Collection Period, amounts paid by the Issuer during such Collection Period and amounts

paid by the Issuer on the immediately preceding Interest Payment Date. The first Investor Report will be available by no later than five Business Days immediately following the Interest Payment Date falling in January 2010. The Investor Reports will be available on the Cash Manager's website, currently at [www.sf.citidirect.com](http://www.sf.citidirect.com). The Cash Manager's website does not form part of the information provided for the purposes of this Prospectus and disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to such website and persons wishing to access the website will be required to certify that they are Noteholders or otherwise entitled to access the information posted thereon.

In order to fulfil its obligations, the Cash Manager will rely on being provided with certain information from other parties. This will include:

- (i) the Quarterly Servicer Report, to be delivered on or before each Servicer Report Date, pertaining to the immediately preceding Collection Period; and
- (ii) a report from the Issuer Transaction Account Bank, to be delivered on or before each Quarterly Servicer Report Date, as to the income received in respect of Authorised Investments as well as the balance of the Issuer Bank Accounts and the Issuer Transaction Account, pertaining to the immediately preceding Collection Period.

However, in the event that the Cash Manager does not receive, or there is a delay in the receipt of, some or all the information necessary for it to prepare the payment report and other reports mentioned above in respect of any Calculation Date but the Cash Manager is aware that the amounts standing to the credit of the Issuer Bank Accounts and the Issuer Transaction Account are sufficient to pay the interest due on the Class A Notes (excluding, for the avoidance of doubts, any Step-Up Amounts) and any other amount ranking in priority thereto pursuant to the Pre-Enforcement Interest Priority of Payments of which it has been notified, the Cash Manager shall:

- (i) promptly inform the Issuer and the Trustee;
- (ii) prepare the payment report on or prior to the relevant Calculation Date based on the information provided in the Quarterly Servicer Report for the immediately preceding Interest Payment Date and on the assumption that any fees and expenses payable by the Issuer shall be equal to such amounts paid or provided for on the previous Interest Payment Date; and
- (iii) take such commercially reasonable steps, together with the Issuer, the Trustee, the Issuer Account Bank and the Issuer Transaction Account Bank, as are required to apply the amounts standing to the credit of the Issuer Bank Accounts and the Issuer Transaction Account in or towards payment of any interest amount in respect of the Class A Notes and any other payment ranking in priority thereto, on the relevant Interest Payment Date.

The Cash Management Agreement will be governed by English law.

## **Data Custodian Agreement**

The Issuer entered into the Data Custodian Agreement on or about the Closing Date with the Servicer and the Data Custodian. Under the Data Custodian Agreement the Data Custodian agreed to receive and store copies of the Quarterly Servicer Reports, together with additional information on each individual Receivable prepared by the Servicer (each in hard copy and electronic format, with one extra copy of the latest Quarterly Servicer Report in CD-ROM format).

The Data Custodian shall, on reasonable notice, permit the Issuer and/or the Trustee to inspect inside a designated data room within the Data Custodian's premises any reports or materials held by it in accordance with the Data Custodian Agreement. If at any time a Servicer Termination Event occurs, the Data Custodian shall promptly provide the most recent copy of the Quarterly Servicer Report, the report containing information on each individual Receivable and/or any other information or materials delivered to it under the Data Custodian Agreement to the Standby Servicer.

The Data Custodian will release copies of all reports and materials held by it under the Data Custodian Agreement, on request from the Issuer or the Trustee to the requesting party, following the occurrence of the Final Maturity Date or the serving of the Acceleration Notice in accordance with the Condition 10 (*Events of Default*).

The Data Custodian Agreement is be governed by English law.

## **Bank Account Agreement**

The Issuer, the Cash Manager and the Trustee will enter into an account agreement with the Issuer Account Bank and the Issuer Transaction Account Bank whereby the Issuer Transaction Account Bank will open the Issuer Transaction Account and the Issuer Account Bank will open the Issuer Collection Account and the Reserve Account in the name of the Issuer.

The Issuer Transaction Account Bank will agree to open and maintain the Issuer Transaction Account which is to be held in the name of the Issuer and provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies from time to time standing to the credit of the Issuer Transaction Account. Amounts standing to the credit of any Issuer Transaction Account will be invested by the Cash Manager on a non-discretionary basis in Authorised Investments and the income from such Authorised Investments will accrue to the Issuer Transaction Account. The Issuer Transaction Account will be an interest-bearing account.

The Issuer Account Bank will agree to open and maintain the Issuer Bank Accounts which are to be held in the name of the Issuer and provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies from time to time standing to the credit of the Issuer Bank Accounts.

The Issuer Transaction Account Bank will agree to comply with any instructions given by the Cash Manager or the Issuer or the Trustee in relation to the management of the Issuer Transaction Account. The Issuer Account Bank will agree to comply with any instructions given by the Issuer or the Trustee in relation to the management of the Issuer Bank Accounts.

The Issuer Account Bank will waive all rights of set-off which it may have in respect of the Issuer Bank Accounts. The Issuer Transaction Account Bank will waive all rights of set-off which it may have in respect of the Issuer Transaction Account.

If the short-term, unsecured, unsubordinated and unguaranteed debt rating of either the Issuer Account Bank or the Issuer Transaction Account Bank is downgraded below the requisite ratings, set out in the Bank Account Agreement (being a rating assigned to its short term, unsecured and unsubordinated debt obligations of at least P-1 by Moody's or such other rating which is consistent with the published criteria of Moody's from time to time), the Issuer will (with the prompt assistance and co-operation of such relevant Account Bank):

- (i) procure the transfer of each of the Issuer Bank Accounts or the Issuer Transaction Account, as applicable, (and the balances standing to the credit thereto) to an Eligible Bank within 30 calendar days, the identity of which shall have been approved in writing by the Trustee;
- (ii) procure a suitable, unconditional and unlimited guarantee of the obligations of such relevant Account Bank from a financial institution with rating assigned to its short term, unsecured and unsubordinated debt obligations of at least P-1 by Moody's; or
- (iii) take such other action that the Issuer confirms would not adversely affect the rating of the Class A Notes.

The Bank Account Agreement will be governed by English law.

### **Corporate Services Agreement**

The Issuer will enter into the Corporate Services Agreement with the Corporate Services Provider on the Closing Date. Under the Corporate Services Agreement, the Corporate Service Provider will agree to provide certain corporate book-keeping, secretarial and accounting services to the Issuer. In return for the services so provided, the Corporate Services Provider will receive a fee payable by the Issuer in accordance with the Priority of Payments.

The Corporate Services Provider will provide corporate administration and secretarial services to the Issuer which will include:

- (a) dispatch of shareholder and board meeting notices;
- (b) handling enquiries and making appropriate filings (or assisting the Issuer's auditors in so doing) with regulatory bodies;
- (c) keeping and maintaining books, records and statutory accounts and procuring that the same are distributed to relevant parties;
- (d) advising on the appointment of company lawyers and auditors and supervising performance of any agents of the relevant companies; and
- (e) maintaining registrations and licences.

No termination of the appointment of the Corporate Services Provider may occur unless a successor corporate services provider acceptable to the Issuer has been appointed and has acceded to the terms of the Corporate Services Agreement.

The Corporate Services Agreement will be governed by English law.

### **Subordinated Reserve Loan Agreement**

The Subordinated Loan Provider will, pursuant to the Subordinated Reserve Loan Agreement, make a Subordinated Reserve Loan to the Issuer.

The Subordinated Reserve Loan will be for a principal amount of € 51,271,500 and will be drawn in full by the Issuer on the Closing Date in order to fund the Reserve Account.

Interest on the Subordinated Reserve Loan will be paid by the Issuer on each Interest Payment Date or following enforcement of the Security on any Business Day subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

Amounts drawn down under the Subordinated Reserve Loan will be partially repaid by the Issuer on each Interest Payment Date or following enforcement of the Security on any Business Day from Interest Available Funds or Available Security Funds, as applicable in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

All amounts outstanding under the Subordinated Reserve Loan will be due and payable on the earlier of (i) the Interest Payment Date on which all Notes have been repaid in full, and (ii) the Final Maturity Date. If the Subordinated Reserve Loan remains outstanding after the Step-Up Date, the Issuer will repay the outstanding amount on the succeeding Interest Payment Dates or following enforcement of the Security on any Business Day in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

The Subordinated Reserve Loan Agreement will be governed by English law.

### **Basis Conversion Reserve Loan Agreement**

The Basis Conversion Loan Provider will, pursuant to the Basis Conversion Reserve Loan Agreement, make a Basis Conversion Reserve Loan to the Issuer.

A drawing will be made under the Basis Conversion Reserve Loan by the Issuer on the Calculation Date immediately following the Rating Downgrade Date. The amount drawn will correspond to the aggregate Basis Conversion Reserve Required Amounts for each of the Receivables Contract in respect of which one or more Basis Conversion(s) has occurred. On each subsequent Calculation Date a further drawing shall be made in the event that the aggregate Basis Conversion Reserve Required Amounts on such Calculation Date exceed the amount of the Basis Conversion Reserve Fund.

Interest on the Basis Conversion Reserve Loan will be paid by the Issuer on each Interest Payment Date or, following enforcement of the Security, on any Business Day from Interest Available Funds or Available Security Funds, as the case may be subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable. Interest or other income earned by the Issuer on the amounts standing to the credit of the Basis Conversion Reserve Account will be transferred to the Issuer Transaction Account on every Calculation Date and will form part of the Available Funds.

Amounts drawn down under the Basis Conversion Reserve Loan will be partially repaid by the Issuer on each Interest Payment Date or following enforcement of the Security on any Business Day from Interest Available Funds or Available Security Funds, as applicable in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

The principal amount of the Basis Conversion Reserve Loan will be repaid in full (but the Basis Conversion Reserve Facility Commitment, will not be affected) on the Interest Payment Date following the date of a Rating Upgrade, from Available Funds or Available Security Funds, as the case may be subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

All amounts outstanding under the Basis Conversion Reserve Loan are additionally repayable from amounts standing to the credit of the Basis Conversion Reserve Account if the Seller makes an indemnity payment under the Receivables Sale Agreement to the Issuer in respect of any final (*telesidiki*) claim which an Obligor has in respect of a Basis Conversion. In this situation, the Issuer shall make a repayment of the Basis Conversion Reserve Loan in an amount equal to the difference between the Basis Conversion Reserve Required Amount in respect of the relevant Receivables Contract prior to such indemnity payment and the Basis Conversion Reserve Required Amount of such Receivables Contract after this indemnity payment.

All amounts outstanding under the Basis Conversion Reserve Loan will be due and payable on the Final Maturity Date or on such earlier date as the Notes are repaid in full, subject to and in accordance with the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

The Basis Conversion Reserve Loan Agreement will be governed by English law.

## ESTIMATED WEIGHTED AVERAGE LIVES OF THE CLASS A NOTES

*Estimated weighted average lives of the Class A Notes refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in reduction of principal of such security (assuming no losses). The estimated weighted average life of the Class A Notes will be influenced by, amongst other things, the rate at which the principal of the Receivables is paid, which may be in the form of scheduled amortisation, prepayments or liquidations.*

*Any difference between the assumptions set out below and the actual performance and characteristics of the Receivables will cause the estimated weighted average life of the Class A Notes to differ (which difference can be material) from the corresponding information in the table. The actual characteristics and performance of the Receivables are likely to differ from the assumptions set out below used in constructing the table, which are hypothetical in nature and are provided only to give a general sense of how the principal cash flows might behave under varying prepayment assumptions (inclusive of scheduled and unscheduled principal receipts).*

The following tables have been prepared on the basis of certain assumptions, as described below, regarding the weighted average characteristics of the Receivables and the performance thereof. The tables assume, among other things, that if:

- (a) no Event of Default occurs in respect of the Notes;
- (b) the Class A Notes are issued on 14 August 2009;
- (c) the amortisation period commences on the Interest Payment Date falling in January 2012;
- (d) the Class A Notes are not redeemed in accordance with Conditions 6(b) (*Optional Redemption in Full for Taxation*) or Condition 6(c) (*Optional Redemption in Full for Other Reasons*);
- (e) the Issuer redeems the Notes in accordance with Condition 6(c) (*Optional Redemption in Full for Other Reasons*) on the Interest Payment Date immediately after the date on which the aggregate Principal Amount Outstanding is less than 10% of the aggregate Principal Amount Outstanding as of the Closing Date;
- (f) the interest rates in respect of the Receivables remain stable at current levels;
- (g) the Receivables are fully performing at all times;
- (h) the Receivables are subject to a constant annual prepayment at the rates set out in the table below;
- (i) the aggregate Principal Outstanding Balance of the Portfolio during the Revolving Period will always be equal to the Principal Outstanding Balance as at the Closing Date;

- (j) during the Revolving Period any funds available for such purpose are used to purchase Subsequent Receivables and the Receivables at the end of the Revolving Period have the same characteristics as at the Closing Date;
- (k) all Receivables comprised in the Provisional Portfolio will, on and after the Closing date, have the same payment profile, life and duration.

the approximate weighted average lives of the Class A Notes if redeemed in full on the Step-Up Date, at various assumed rates of prepayment of the Receivables, would be as follows:

<b>Constant prepayment rate</b>	<b>Estimated weighted average life on the assumption of Step-Up and Call</b>
	Class A Notes
	(in years)
0%	3.82
3%	3.65
6%	3.49
9%	3.36
12%	3.25

If not redeemed in full on the Step-Up Date, with the assumptions outlined, at various assumed rates of prepayment of the Receivables, the approximate weighted average lives of the Class A Notes would be as follows:

<b>Constant prepayment rate</b>	<b>Estimated weighted average life on the assumption of non Step-Up and Call</b>
	Class A Notes
	(in years)
0%	3.88
3%	3.66
6%	3.49
9%	3.36
12%	3.25

The estimated weighted average lives of the Class A Notes cannot be predicted as the actual rate at which the Receivables will be repaid and a number of other relevant factors are unknown.

The estimated weighted average lives of the Class A Notes are subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and the estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

Please note that the CPRs shown above are purely illustrative and do not represent the full range of possibilities for constant payment rates. The tables are hypothetical in nature and are provided only to give a general sense of how the principal cash flows might behave under varying prepayment scenarios. For example, in reality, it is unlikely that the Receivables will prepay at a constant rate until maturity, that all of the Receivables will prepay at the same rate or that there will be no delinquencies or losses on the Receivables. Moreover the diverse remaining terms to maturity of the Receivables could produce slower or faster principal distributions than indicated in the tables at the various percentages of CPR specified, even if the weighted average remaining term to maturity of the Receivables is as assumed. Any difference between such assumptions and the actual characteristics and performance of the Receivables, or actual prepayment or loss experience, will affect the percentages of the initial amount outstanding over time and the weighted average lives of the Notes.

## SUMMARY OF PROVISIONS RELATING TO NOTES IN GLOBAL FORM

Each class of Notes will initially be in the form of a Temporary Global Note which will be delivered on or around the Closing Date and deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable in whole or in part for interests in the related Permanent Global Note not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected until certification of non-U.S. beneficial ownership is received by the Paying Agent. Details of any exchange of a Temporary Global Note for a Permanent Global Note will be entered in the records of Euroclear and Clearstream, Luxembourg.

The Global Notes are intended to be held in a manner which will allow Eurosystem eligibility. This simply means that the Global Notes are intended upon issue to be deposited with one of an **ICSDs** as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Permanent Global Notes will become exchangeable in whole, but not in part, for Notes in definitive form in the denomination of €100,000 each and additional increments of €1,000 in excess thereof at the request of the bearer of a Permanent Global Note against presentation and surrender of the Permanent Global Note to the Paying Agent if any of the following events (each, an **Exchange Event**) occurs:

1. an Event of Default (as set out in Condition 10 (*Events of Default*)) has occurred and is continuing; or
2. the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or
3. as a result of any amendment to, or change in, the laws or regulations of the United Kingdom or any other jurisdiction or any political sub-division thereof or of any authority therein or thereof having the power to tax, or in the interpretation or administration of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required if the Notes were in definitive form.

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with receipts, Coupons and Talons attached, in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note at the Specified Office of the Paying Agent within 30 days of the occurrence of the relevant Exchange Event.

In addition, the Temporary Global Notes and the Permanent Global Notes will contain provisions which modify the Terms and Conditions of the Notes as they apply to the

Temporary Global Notes and the Permanent Global Notes. The following is a summary of certain of those provisions:

*Nominal Amounts:* The nominal amount of the Notes represented by each Global Note shall be the aggregate amount from time to time entered in the records of both Euroclear and Clearstream, Luxembourg (together, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression means the records that each relevant Clearing System holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the nominal amount of the Notes and, for these purposes, a statement issued by a relevant Clearing System stating the nominal amount of the Notes at any time (which statement shall be made available to the bearer upon request) shall be conclusive evidence of the records of the relevant Clearing System at that time.

*Payments:* All payments in respect of the Temporary Global Notes and the Permanent Global Notes will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of a Temporary Global Note or (as the case may be) a Permanent Global Note at the Specified Office of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes.

A record of each payment made on a Global Note, distinguishing between any payment of interest and principal will be entered *pro rata* in the records of the relevant Clearing System and, upon any such entry being made, the nominal amount of the Notes recorded in the records of the relevant Clearing System and represented by the relevant Global Note shall be reduced by the aggregate nominal amount of such instalment so paid. Any failure to make the entries referred to above shall not affect the discharge of the corresponding liabilities of the Issuer in respect of the Notes.

*Notices:* Notwithstanding Condition 15 (*Notice to Noteholders*), while any of the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) kept with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*) on the date of delivery to Euroclear and Clearstream, Luxembourg, except for so long as such Notes are admitted to trading on the Irish Stock Exchange and it is a requirement of an applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in Ireland (which is expected to be the Irish Times) or published on the website of the Irish Stock Exchange ([www.ise.ie](http://www.ise.ie)).

*Transfers:* For so long as the Notes are represented by the relevant Global Notes, the Notes so represented by such Global Notes will be transferable in accordance with the rules and procedures for the time being of Euroclear, or, as the case may be, Clearstream, Luxembourg and the Issuer, the Paying Agent and the Trustee may treat each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of Class A Notes or Class B Notes (as the case may be) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of the Notes standing to the account of any person shall be conclusive and binding for all purposes) as the holder of such principal amount of such Notes for all purposes, other than with respect to the payment of interest and repayment of principal on

such Notes, the right to which shall be vested solely in the bearer of the relevant Global Note and in accordance with its terms.

*Meetings:* The holder of each Global Note will be treated as being two persons for the purposes of any quorum requirement of, or the right to demand a poll at, a meeting of holders of each class of the Notes, as the case may be, and, at any such meeting, as having one vote in respect of each €1,000 principal amount of each class of the Notes for which the Global Note may be exchanged.

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions (the **Conditions**) of the Notes in the form (subject to amendment) in which they will be set out in the Trust Deed. Subject to any contrary provisions in the Conditions, the Conditions will apply to the Notes in global and in definitive form.*

The issue of the €272,600,000 Class A Asset Backed Floating Rate Notes due 2046 (the **Class A Notes**) and the €267,100,000 Class B Asset Backed Floating Rate Notes due 2046 (the **Class B Notes** and, together with the Class A Notes, the **Notes**) by Gaia Lease Plc (the **Issuer**) was authorised by resolution of the Board of Directors of the Issuer passed on or about the Closing Date.

The Notes are constituted by a trust deed (such trust deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) dated 14 August 2009 (the **Closing Date**) between the Issuer and Citicorp Trustee Company Limited (the **Trustee**, which expression includes its successors as trustee or any further or other trustee under the Trust Deed) as trustee for the holders of the Notes (the **Noteholders**).

The proceeds of the issue of the Notes will be applied in or towards, *inter alia*, the purchase of the Portfolio.

References herein to the Notes shall include references to:

- (a) any Global Note (as defined below);
- (b) in relation to any Notes represented by a Global Note, units of €100,000 (as reduced by any payment under Condition 6(a) (*Mandatory Redemption of the Notes in Part*) (unless the context otherwise requires)); and
- (c) any Definitive Notes (as defined below) issued in exchange for a Global Note.

References herein to interest include references to Deferred Interest and interest thereon, unless the context otherwise requires.

The Noteholders and the holders of the Coupons (as defined below) (the **Couponholders**) are subject to and have the benefit of an agency agreement (as amended and/or supplemented from time to time, the **Agency Agreement**) dated the Closing Date between the Issuer, Citibank, N.A., London Branch as paying agent (the **Paying Agent**, which expression includes any successor paying agent appointed from time to time in respect of the Notes) and, in a separate capacity under the same agreement, as agent bank (the **Agent Bank**, which expression includes any successor agent bank appointed from time to time in connection with the Notes) and the Trustee.

The security for the Notes is granted or created (i) pursuant to a deed of charge under English law (the **Deed of Charge**, which expression includes such deed of charge as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified) dated the Closing Date and made between, among others, the Issuer and the Trustee, (ii) pursuant to a pledge agreement under Greek Law between, among others, the Issuer and the Trustee for the benefit of the Trustee, the Noteholders and all of the Other Secured Parties (the **Greek Pledge**) and (iii) pursuant to Paragraph 18, Article 10 of Greek Law 3156/2003 (published in

Government Gazette issue no. 157/A/25 July 2003) as the same may be amended or re-enacted from time to time (the **Securitisation Law**).

The Noteholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Agency Agreement, the Deed of Charge, the Greek Pledge and the Securitisation Law applicable to them and all the provisions of the other Transaction Documents (including the Receivables Sale Agreement, the Greek Assignment Agreement, the Corporate Services Agreement, the Servicing Agreement, the Subordinated Reserve Loan Agreement, the Basis Conversion Reserve Loan Agreement, the Bank Account Agreement, the Data Custodian Agreement, the Master Execution Deed and the Cash Management Agreement (each as defined in the master definitions schedule signed for identification by, among others, the Issuer and the Trustee on or about the Closing Date (the **Master Definitions Schedule**)) applicable to them.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency Agreement, the Deed of Charge, the Greek Pledge and the other Transaction Documents. Capitalised terms used in these Conditions but not otherwise defined shall have the meanings set out in the Master Definitions Schedule.

As used in these Conditions:

- (a) a reference to a **Class** of Notes or the respective holders thereof shall be a reference to the Class A Notes or the Class B Notes (and, unless the context otherwise requires, shall include in each case any Coupons appertaining thereto) or, as the case may be, the respective Noteholders and **Classes**, in a similar context, shall be construed accordingly; and
- (b) **Most Senior Class of Notes** means:
  - (i) the Class A Notes; or
  - (ii) if no Class A Notes are then outstanding (as defined in the Trust Deed), the Class B Notes (if, at any time, any Class B Notes are then outstanding).

Copies of the Transaction Documents are available for inspection by Noteholders and Couponholders at the specified office of the Paying Agent.

## **1. GLOBAL NOTES**

### (a) *Temporary Global Notes*

The Notes of each Class will initially be represented by a Temporary Global Note of the same Class (each, a **Temporary Global Note**).

The Temporary Global Notes will be delivered on behalf of the subscribers of the Notes to, and deposited with, a common safekeeper (the **Common Safekeeper**) for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) on or around the Closing Date. Upon delivery of the Temporary Global Notes, Euroclear or Clearstream, Luxembourg will credit the account of each Accountholder (as defined below) with the principal amount of Notes for which it has subscribed and paid.

### (b) *Permanent Global Notes*

Each Temporary Global Note will be exchangeable in whole or in part for interests in the related Permanent Global Note not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected until certification of non-U.S. beneficial ownership is received by the Paying Agent. Details of any exchange of a Temporary Global Note for a Permanent Global Note will be entered in the records of Euroclear and Clearstream, Luxembourg.

(c) *Form and Title*

Each Global Note shall be issued in bearer form without Coupons or Talons (as defined below).

Title to the Global Notes will pass by delivery. Notes represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as appropriate.

For so long as the Notes of a Class are represented by one or both Global Notes in respect of that Class, the Issuer, the Trustee and all other parties shall (to the fullest extent permitted by applicable laws) deem and treat each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (an **Accountholder**) as being the holder of such principal amount of such Notes, in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes or interest in such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error (including for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders), other than for the purposes of payment of principal and interest on such Global Notes, the right to which shall be vested, as against the Issuer, the Paying Agent and the Trustee, solely in the bearer of the relevant Global Note in accordance with and subject to the terms of the Trust Deed. The expressions **Noteholders** and **holder of Notes** and related expressions shall be construed accordingly.

Subject to the preceding paragraph, in determining whether a particular person is entitled to a particular principal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

## 2. DEFINITIVE NOTES

(a) *Issue of Definitive Notes*

The Permanent Global Notes will become exchangeable in whole, but not in part, for Notes in definitive form (each, a "**Definitive Note**") in the denomination of €100,000 each and additional increments of €1,000 in excess thereof at the request of the bearer of a Permanent Global Note against presentation and surrender of the Permanent Global Note to the Paying Agent if any of the following events (each, an **Exchange Event**) occurs:

- (i) an Event of Default (as set out in Condition 10 (*Events of Default*)) has occurred and is continuing; or
- (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than

by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or

- (iii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom or any other jurisdiction or any political sub-division thereof or of any authority therein or thereof having the power to tax, or in the interpretation or administration of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or the Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required if the Notes were in definitive form.

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with receipts, Coupons and Talons attached, in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note at the Specified Office of the Paying Agent within 30 days of the occurrence of the relevant Exchange Event.

In addition, the Temporary Global Notes and the Permanent Global Notes will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Temporary Global Notes and the Permanent Global Notes.

(b) *Title to and Transfer of Definitive Notes*

Each Definitive Note shall be issued in bearer form, serially numbered, in the denomination of €100,000 each and additional increments of €1,000 in excess thereof with (at the date of issue) interest coupons (**Interest Coupons**) and principal coupons (**Principal Coupons**) (severally or together **Coupons**, which expression includes talons for further Coupons (**Talons**), except where the context otherwise requires) and Talons attached.

Title to the Definitive Notes and Coupons will pass by delivery.

The Issuer, the Paying Agent and the Trustee may (to the fullest extent permitted by applicable laws) deem and treat the holder of any Definitive Note and the holder of any Coupon as the absolute owner for all purposes (whether or not the Definitive Note or the Coupon shall be overdue and notwithstanding any notice of ownership, theft or loss, of any trust or other interest therein or of any writing on the Definitive Note or Coupon) and the Issuer, the Trustee and the Paying Agent shall not be required to obtain any proof thereof or as to the identity of such holder.

### **3. STATUS, SECURITY, PRIORITY OF PAYMENTS AND LIMITED RECOURSE**

(a) *Status and Relationship between Classes of Notes*

The Class A Notes and the Class B Notes constitute limited recourse secured obligations of the Issuer and are secured by a pledge operating by law (pursuant to the Securitisation Law) and assignments, pledges and other fixed and floating security interests over all of the assets of the Issuer (as more particularly described in the Deed of Charge and the Greek Pledge) (the **Secured Property**) (such pledge, assignments, pledges and fixed and floating security

together, the **Security**). Notes of the same Class rank *pari passu* and rateably without any preference or priority amongst themselves.

The Notes are constituted by the Trust Deed. In the event of the security being enforced, the Class A Notes will rank in priority to all other Classes of Notes in point of security and as to the payment of principal and interest, the Class B Notes will be subordinated in point of security and as to right of payment of principal and interest in respect of the Class A Notes.

In connection with the exercise of the powers, trusts, rights, authorities, duties and discretions vested in it by these Conditions, the Trust Deed and/or any other Transaction Document the Trustee shall:

- (i) except where expressly provided otherwise in these Conditions, the Trust Deed or any other Transaction Document, have regard to the interests of the Class A Noteholders and the Class B Noteholders equally PROVIDED THAT if in the opinion of the Trustee (for so long as there are any Class A Notes outstanding) there is a conflict between the interests of the Class A Noteholders on the one hand and the interests of the Class B Noteholders on the other hand, it shall have regard only to the interests of the Class A Noteholders, but so that this proviso shall not apply in the case of such powers, trusts, rights, authorities, duties and discretions:
  - a) in relation to which it is expressly stated that they may be exercised by the Trustee only if in its opinion the interests of the Noteholders of each Class would not be materially prejudiced thereby; or
  - b) the exercise of which by the Trustee relates to any Basic Terms Modification, in which event the Trustee may exercise such powers, trusts, rights, authorities, duties and discretions if it receives from the Noteholders of any Class which is or may be affected by such Basic Terms Modification, the relevant consent or sanction;
- (ii) where it is required to have regard to the interests of the Noteholders (or any Class thereof), have regard to the interests of the Noteholders (or such Class) as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences thereof for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholders be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders; and
- (iii) except where expressly provided otherwise, have regard only to the interests of the Noteholders and shall not be required to have regard to the interests of any Other Secured Party or any other person or to act upon or comply with any direction or request of (whilst any amount remains owing to any Noteholder) any Other Secured Party or (at any time) any other person.

As used in these Conditions:

**Other Secured Parties** means the Trustee, any appointee of the Trustee, the Servicer, the Seller, the Corporate Services Provider, the Subordinated Loan Provider, the Issuer Transaction Account Bank, the Issuer Account Bank, the Cash Manager, the Standby Servicer (following its appointment), the Data Custodian, the Paying Agent and the Agent Bank; and **Secured Parties** means the Noteholders, the Couponholders, the Other Secured Parties and any other party so designated by the Issuer and the Trustee.

(b) *Security and Priority of Payments*

The Security in respect of the Notes and Coupons and the payment obligations of the Issuer under the other Transaction Documents is set out in the Deed of Charge and the Greek Pledge and as provided in the Securitisation Law. The Cash Management Agreement contains provisions regulating the priority of application by the Cash Manager of the Secured Property (and proceeds thereof) among the persons entitled thereto prior to the Security becoming enforceable and the Deed of Charge contains provisions regulating such application by or on behalf of the Trustee after the Security has become enforceable. The Security will become enforceable on the giving of an Acceleration Notice pursuant to Condition 10 (*Events of Default*) or upon any failure by the Issuer to pay the full amount due and payable on a redemption of the Notes pursuant to or under Condition 6(b) (*Optional Redemption in Full for Taxation*), (c) (*Optional Redemption in Full for Other Reasons*) or (d) (*Redemption on Maturity*).

(c) *Limited Recourse of Notes*

Only the Security shall be available to satisfy the obligations of the Issuer under the Notes and the Transaction Documents. Accordingly, recourse against the Issuer in respect of such obligations shall be limited to the Security and the claims of the Secured Parties against the Issuer under the Transaction Documents may only be satisfied to the extent of the Security. Once the Security has been realised:

- (a) neither the Trustee nor any other Secured Party shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
- (b) all claims in respect of any sums due but unpaid shall be extinguished; and
- (c) neither the Trustee nor any other Secured Party shall be entitled to petition or take any other step for the winding up of, or the appointment of a receiver to, the Issuer.

#### **4. COVENANTS**

(a) *Restrictions*

Save with the prior written consent of the Trustee (having regard to the interests of the Noteholders) or as provided in these Conditions or as permitted by the other Transaction Documents, the Issuer shall not so long as any of the Notes remains outstanding:

(i) Negative Pledge:

(save for the Security) create or permit to subsist any mortgage, sub-mortgage, charge, sub-charge, assignment, pledge, lien, hypothecation or other security interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings (including the Secured Property) present or

future, or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any security interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of (in each case whether by one transaction or a series of transactions) or grant any option or right to acquire any such property, assets or undertakings, present or future or any interest, estate, right, title or benefit therein;

(ii) Restrictions on Activities:

- (a) engage in any activity whatsoever which is not, or is not reasonably incidental to, any of the activities in which the Transaction Documents provide or envisage the Issuer will engage in;
- (b) open or have an interest in any account whatsoever with any bank or other financial institution, save where such account or the Issuer's interest therein is immediately charged in favour of, and to the satisfaction of, the Trustee so as to form part of the Security;
- (c) have any subsidiaries;
- (d) own or lease any premises or have any employees;
- (e) amend, supplement or otherwise modify its Memorandum and Articles of Association;
- (f) issue any further shares; or
- (g) act as a director of any company.

(iii) Borrowings:

incur or permit to subsist any other indebtedness in respect of borrowed money whatsoever, except in respect of the Notes, or give any guarantee or indemnity in respect of any indebtedness or of any other obligation of any person.

(iv) Merger:

except as required or permitted pursuant to Conditions 6(b) (*Optional Redemption in Full for Taxation*) and 12(c) (*Meetings of Noteholders, Modification, Waiver Substitution and Trustee's Discretion*), consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person unless:

- a) the person (if other than the Issuer) which is formed pursuant to or survives such consolidation or merger or which acquires by conveyance or transfer the properties and assets of the Issuer substantially as an entirety shall be a person incorporated and existing under the laws of England and Wales, the objects of which include the funding, purchase and administration of lease contracts, and who shall expressly assume, by an instrument supplemental to each of the Transaction Documents, in form and substance satisfactory to the Trustee, the obligation to make due and punctual payment of all moneys owing by the Issuer, including principal and interest on the

Notes, and the performance and observance of every covenant in each of the Transaction Documents to be performed or observed on the part of the Issuer;

- b) immediately after giving effect to such transaction, no Event of Default (as defined in Condition 10 (*Events of Default*)) shall have occurred and be continuing;
- c) immediately after giving effect to such transaction, the Security shall be subsisting, valid and effective in full in accordance with the Deed of Charge, the Greek Pledge and Securitisation Law;
- d) such consolidation, merger, conveyance or transfer has been approved by an Extraordinary Resolution of each Class of the Noteholders;
- e) all persons required by the Trustee shall have executed and delivered such documentation as the Trustee may require;
- f) the Issuer shall have delivered to the Trustee a legal opinion of English lawyers and as the case may be, Greek lawyers, acceptable to the Trustee in a form acceptable to the Trustee to the effect that such consolidation, merger, conveyance or transfer and such supplemental instruments and other documents comply with paragraphs (A) (C) and (E) above and are binding on the Issuer or such other persons; and
- g) the Issuer shall have delivered to the Trustee a legal opinion of Greek lawyers acceptable to the Trustee to the effect that the transactions contemplated by the Transaction Documents and the Security continue to comply with applicable provisions of Greek law (including the Securitisation Law); or

(v) Other:

cause or permit the validity or effectiveness of any of the Transaction Documents, or the priority of the security interests created thereby, to be amended, terminated, postponed or discharged, or consent to any variation of, or exercise any powers of consent or waiver pursuant to the Trust Deed, the Deed of Charge, the Greek Pledge or any of the other Transaction Documents, or dispose of any part of the Secured Property.

(b) *Servicer:*

So long as any of the Notes remain outstanding, the Issuer will procure that there will at all times be a servicer for the administration of the Portfolio and the performance of the other administrative duties set out in the Servicing Agreement. Any appointment by the Issuer of a servicer other than Piraeus Leases is subject to the approval of the Trustee and the terms of the Servicing Agreement. The Issuer will not be permitted to terminate Piraeus Leases's appointment as Servicer without, *inter alia*, the written consent of the Trustee. The appointment of the Servicer may be terminated by the Issuer (with the prior written approval of the Trustee) or the Trustee if, *inter alia* (and subject to any grace periods applicable thereto), the Servicer defaults in any material respect (as determined in the sole discretion of the Trustee) in the observance and performance of any obligation imposed on it under the

Servicing Agreement and which default is not remedied within a specified period after written notice of such default has been served on it by the Issuer or the Trustee.

## 5. INTEREST

### (a) *Period of Accrual*

The Notes will bear interest from (and including) the Closing Date. Interest shall cease to accrue on any part of the Principal Amount Outstanding (as defined in Condition 6(d) (*Redemption on Maturity*)) of any Note from the due date for redemption unless, upon due presentation, payment of principal or any part thereof due is improperly withheld or refused or any other default is made in respect thereof. In such event, interest will continue to accrue as provided in the Trust Deed.

### (b) *Interest Payment Dates and Interest Periods*

Interest on the Notes is, subject as provided below in relation to the first payment, payable quarterly in arrear on the 20th day of January, April, July and October in each year or, if any such day is not a Business Day (as defined below), the next succeeding Business Day, unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day (each, an **Interest Payment Date**). The first such payment is due on the Interest Payment Date falling in January 2010 in respect of the period from (and including) the Closing Date to (but excluding) that Interest Payment Date. Each period from (and including) an Interest Payment Date (or the Closing Date, in the case of the first Interest Period) to (but excluding) the next (or, in the case of the first Interest Period, the first) Interest Payment Date is in these Conditions called an **Interest Period**.

### (c) *Rates of Interest*

The rate of interest payable from time to time in respect of each Class of Notes (the **Rate of Interest**) and the Interest Payment (as defined below) in respect of each Class of Notes will be determined by the Agent Bank on the basis of the following provisions:

- (i) the Agent Bank will, at or as soon as practicable after 11.00 a.m. (London time) on the Business Day that falls two Business Days prior to the first day of each Interest Period (each, an **Interest Determination Date**), determine the Rate of Interest applicable to, and calculate the amount of interest payable on each of, the Notes (each payment so calculated, an **Interest Payment**), for such Interest Period. The Rate of Interest applicable to the Notes of each Class for any Interest Period (a **Rate of Interest**) will be equal to:
  - a) in the case of the Class A Notes, EURIBOR (as determined in accordance with Condition 5(c)(ii)) plus, from the Closing Date up to (but excluding) the Interest Payment Date falling in October 2014 (the **Step-Up Date**), 0.20 per cent. per annum (the **Class A Original Margin**) and, from and including the Step-Up Date, 0.75 per cent. per annum (the **Class A Step-Up Margin**); and
  - b) in the case of the Class B Notes, EURIBOR (as so determined) plus 1.00 per cent. per annum (the **Class B Margin**).

The Interest Payment in relation to a Note of a particular Class shall be calculated by applying the Rate of Interest applicable to the Notes of that Class to the Principal Amount Outstanding of each Note of that Class, multiplying the product of such calculation by the actual number of days in the relevant Interest Period divided by 360 and rounding the resultant figure to the nearest cent. (fractions of a cent. being rounded upwards).

For the purposes of these Conditions:

**Business Day** means a TARGET Business Day.

**Step-Up Date** means the Interest Payment Date falling in October 2014.

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

(ii) Determination of EURIBOR

For the purposes of determining the Rate of Interest in respect of each Class of Notes under Condition 5(c)(i), EURIBOR will be determined by the Agent Bank on the basis of the following provisions:

- (A) on each Interest Determination Date, the Agent Bank will determine the interest rate for three-month euro deposits (or, in respect of the first such Interest Period, a linear interpolation of the rate for 5-month and 6-month euro deposits) at a rate equal to the European Interbank Offered Rate for 3 month euro deposits (**EURIBOR**) calculated, supplied and distributed by Reuters, which is currently published in the EURIBOR01 electronic pages (or in any other page that might replace such page in the future), as determined at 11:00 a.m. (Central European Time) (the **Euro Screen Rate**); or
- (B) if, on any Interest Determination Date, the Euro Screen Rate is unavailable, the Agent Bank will request the Reference Banks (as defined below) to provide the Agent Bank with their offered quotations to leading banks in the Eurozone interbank market for three-month Euro deposits as at 11:00 a.m. (Central European Time) on the relevant Interest Determination Date and, subject as provided below, will determine the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of one per cent.) of such offered quotations. As used herein, **Reference Banks** means four leading banks active in the Eurozone interbank market selected by the Agent Bank;
- (C) if, on any Interest Determination Date, less than all but at least two of the Reference Banks provide such offered quotations, the Agent Bank will determine a rate in accordance with paragraph (B) above on the basis of the offered quotations of those Reference Banks providing such quotations (along with (B) above, the **Euro Reference Rate**); and
- (D) if, on any Interest Determination Date, only one of the Reference Banks provides the Agent Bank with such offered quotations, the Agent Bank will determine a rate for such Interest Determination Date on the basis of such annual rate of interest as the Agent Bank considers to be representative of the rates at which three-month Euro deposits are offered by leading banks in the

Eurozone interbank market as of 11:00 a.m. (Central European Time) on such Interest Determination Date (the **Euro Reserve Reference Rate**);

and the Floating Rate of Interest in respect of each class of Notes for each Interest Period shall be the Euro Reference Rate determined as at the related Interest Determination Date plus the relevant margin in respect of each such class.

There will be no minimum or maximum Rates of Interest.

(d) *Publication of Rates of Interest and Interest Payments*

The Agent Bank will cause the Rate of Interest and the Interest Payment relating to each Class of Notes for each Interest Period and the Interest Payment Date to be forthwith notified to the Issuer, the Trustee, the Servicer, the Paying Agent, the Noteholders in accordance with Condition 15 (*Notice to Noteholders*), each of Euroclear and Clearstream, Luxembourg (so long as the Notes are in global form) and, for so long as the Notes are listed on the Irish Stock Exchange Limited (the **Irish Stock Exchange**), the Irish Stock Exchange within two Business Days of the relevant Interest Determination Date. The Interest Payments and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of a lengthening or shortening of such Interest Period.

(e) *Determination or Calculation by Trustee*

If the Agent Bank at any time for any reason does not determine the Rates of Interest or calculate an Interest Payment in accordance with paragraph (c) above, the Trustee or an agent appointed by the Trustee may determine the Rates of Interest at such rates as, in its absolute discretion (having such regard as it shall think fit to the procedure described in paragraph (c) above) and without any liability accruing to itself, it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee or an agent appointed by the Trustee may calculate the Interest Payment in accordance with paragraph (c) above, and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(f) *Notification to be Final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition, whether by the Reference Banks (or any of them) or the Agent Bank or the Trustee, shall (in the absence of manifest error) be binding on the Issuer, the Reference Banks, the Agent Bank, the Paying Agent, the Trustee and all Noteholders and no liability to the Noteholders (in the absence of manifest error) shall attach to the Issuer, the Reference Banks, the Agent Bank, the Paying Agent or the Trustee in connection with the exercise by them of any of their powers, duties and discretions under this Condition.

(g) *Agent Bank*

The Issuer will procure that, so long as any of the Notes remain outstanding, there will at all times be an Agent Bank. The Issuer reserves the right at any time with the prior written consent of the Trustee to terminate the appointment of the Agent Bank in accordance with the provisions of the Agency Agreement. Notice of any such termination will be given to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*). If any person shall be unable or unwilling to continue to act as the Agent Bank, or if the appointment of the Agent

Bank shall be terminated, the Issuer will, with the written approval of the Trustee, appoint a successor Agent Bank to act as such in its place, provided that neither the resignation nor the removal of the Agent Bank shall take effect until a successor approved by the Trustee has been appointed.

(h) *Eurozone*

**Eurozone** means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March, 1957), as amended from time to time.

(i) *Deferral of Payment*

Interest on the Notes is payable subject to, and in accordance with the order of priorities set out in, the Pre-Enforcement Interest Priority of Payments or the Post-Enforcement Priority of Payments, as applicable. If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any Deferred Interest and accrued interest thereon) payable in respect of the Class B Notes and/or the Class A Step-Up Amounts after having paid or provided for items of higher priority, then the Issuer shall be entitled (unless there are then no Class A Notes outstanding) to defer, to the next Interest Payment Date, the payment of interest in respect of the Class B Notes and/or the Class A Step-Up Amounts (as applicable) to the extent only of any insufficiency of funds after having paid or provided for all amounts specified as having a higher priority than interest payable in respect of the Class B Notes and/or the Class A Step-Up Amounts (as applicable).

In addition, if on any Interest Payment Date a Portfolio Cumulative Default Ratio Trigger Event has occurred and is continuing, the Issuer shall defer the payment of interest on the Class B Notes until the next Interest Payment Date on which the Portfolio Cumulative Default Ratio Trigger Event is no longer continuing.

Any amount of interest (including any Deferred Interest (as defined below) arising on the immediately preceding Interest Payment Date and accrued interest thereon) on the Class B Notes and/or the Class A Step-Up Amounts (as applicable) which is not payable on an Interest Payment Date as a result of the provisions of this paragraph (i) is the **Deferred Interest** arising on any such Interest Payment Date. Interest will accrue on the amount of any such Deferred Interest at the Rate of Interest from time to time applicable to the Class B Notes and on the same basis as interest on the Class B Notes then applicable (other than for Deferred Interest pertaining to the Class A Step-Up Amounts, in respect of which interest will accrue on the amount of any such Deferred Interest at the Rate of Interest from time to time applicable to the Class A Notes and on the same basis as interest on the Class A Notes then applicable). Any Deferred Interest and accrued interest thereon is payable on the next Interest Payment Date unless and to the extent that this paragraph (i) applies. As soon as practicable after becoming aware that any part of a payment of interest on the Class B Notes and/or the Class A Step-Up Amounts (as applicable) will be deferred or that a payment previously deferred will be made in accordance with this paragraph (i), the Issuer will give notice thereof to the Class B Noteholders and/or the Class A Noteholders (as applicable) in accordance with Condition 15 (*Notice to Noteholders*). Any deferral of interest in accordance with this paragraph (i) will not constitute an Event of Default. The provisions of this paragraph (i) shall cease to apply on the Final Maturity Date, at which time all Deferred Interest and accrued interest thereon shall become due and payable.

## 6. REDEMPTION

### (a) *Mandatory Redemption of the Notes in Part*

Prior to an Acceleration Notice, and unless previously redeemed and cancelled, each Note is subject to mandatory early redemption in part *pari passu* on a *pro rata* basis with other Notes of the same class on each Interest Payment Date on which the Principal Available Funds, together with such amount of the Interest Available Funds as is applied by the Cash Manager on the relevant Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers, are available for this purpose and applied in accordance with Pre-Enforcement Principal Priority of Payments.

### (b) *Optional Redemption in Full for Taxation*

If the Issuer at any time satisfies the Trustee that:

- (i) any amount is required to be deducted or withheld from interest or principal payable to the Issuer on the Receivables, by reason of a change in law, or a change in the interpretation or administration thereof, which change becomes effective after the Closing Date and/or the Seller and/or the Servicer is required to gross-up any amount to be paid to the Issuer as a result of such change of law, or such change in the interpretation or administration thereof, in accordance with the terms of the Receivables Sale Agreement or the Servicing Agreement, as applicable;
- (ii) the Issuer has become subject to taxation or has incurred a taxation liability in Greece by reason of a change in law, or a change in the interpretation or administration thereof, which change becomes effective on or after the Closing Date;
- (iii) the Issuer (or the Paying Agent on its behalf) would be required to make any withholding or deduction for or on account of any present or future tax, duty or charge of whatsoever nature (wherever incurred or levied); or
- (iv) the Issuer has incurred a taxation liability in the United Kingdom by reason of a change in law or a change in the interpretation or administration thereof, which change becomes effective on or after the Closing Date and which taxation liability is materially greater than the taxation liability it would have been subject to had such change in law or change in the interpretation or administration thereof not occurred; or
- (v) the Issuer is not or ceases to be charged to United Kingdom corporation tax in accordance with the "specified regulations" as defined in the Taxation of Securitisation companies Regulations 2006 and, in consequence, its taxation liability is materially greater than would have been the case had it been so charged,

then the Issuer shall inform the Trustee accordingly and shall, in the case of (iii) above, in order to avoid the event described therein, use its reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved in writing by the Trustee and on terms acceptable to the Trustee as principal debtor under the Notes in accordance with Condition 12(c) (*Meetings of Noteholders, Modification, Waiver*

*Substitution and Trustee's Discretion*), and if the Issuer is unable to arrange such a substitution which would have the result of avoiding the event described in paragraph (iii) above, or in any case on the occurrence of an event described in (i), (ii) or (iv) above, then the Issuer may, having given not more than 60 nor less than 30 days' notice to the Noteholders in accordance with Condition 15 (*Notices to Noteholders*), redeem all (but not some only) of the Notes at their respective Principal Amounts Outstanding together with accrued interest on the next Interest Payment Date, provided that, prior to giving any such notice, the Issuer shall have satisfied the Trustee that it will have the funds, not subject to the interest of any other person, required to fulfil its obligations hereunder in respect of the Notes and any amounts required under the Cash Management Agreement or the Deed of Charge to be paid *pari passu* with, or in priority to, the Notes and shall have delivered to the Trustee a certificate signed by two directors of the Issuer stating that the event described above applies (or, in the case of paragraph (iii) above, will apply on the occasion of the next Interest Payment Date and cannot be avoided by the Issuer using its reasonable endeavours to arrange a substitution as aforesaid) and that the Issuer will have the funds referred to above and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above and it shall be conclusive and binding on the Noteholders.

(c) *Optional Redemption in Full for Other Reasons*

On any Interest Payment Date:

- (i) falling on or after the Step-Up Date; or
- (ii) if on such date the aggregate Principal Amount Outstanding of the Notes (after taking account of any payment of principal on the Notes which, but for this paragraph (ii), would fall to have been made on such Interest Payment Date) would be 10 per cent. or less of their original aggregate Principal Amount Outstanding as at the date of issue of the Notes; or
- (iii) after it has become unlawful (by reason of a change in law of the Hellenic Republic or the interpretation or administration thereof since the Closing Date) for the Issuer to perform its obligations under the Notes or any of the Transaction Documents,

the Issuer may, having given not more than 60 nor less than 30 days' notice to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*), redeem all (but not some only) of the Notes at their respective Principal Amounts Outstanding together with accrued interest provided that, prior to giving any such notice, the Issuer shall have satisfied the Trustee that it will have the funds, not subject to the interest of any other persons, required to fulfil its obligations hereunder in respect of the Notes and any amounts required under the Cash Management Agreement and/or the Deed of Charge and/or the Greek Pledge to be paid *pari passu* with, or in priority to, the Notes and shall have delivered to the Trustee a certificate signed by two directors of the Issuer stating that the Issuer will have such funds and the Trustee shall accept the certificate as sufficient evidence of the satisfaction of such condition precedent and it shall be conclusive and binding on the Noteholders.

After giving notice of redemption pursuant to this sub-paragraph, the Issuer shall not make any further payment of principal on the Notes and no further reduction shall be made to the Principal Amount Outstanding of any such Note other than by way of redemption pursuant to this paragraph (c).

(d) *Redemption on Maturity*

Save to the extent otherwise redeemed or cancelled in accordance with this Condition the Issuer shall redeem the Notes of each Class at their respective Principal Amounts Outstanding plus interest accrued and unpaid on the Interest Payment Date which falls in April 2046 (the **Final Maturity Date**).

**Principal Amount Outstanding** means in respect of any Note at any time the principal amount thereof as at the Closing Date as reduced by any payment of principal to the holder of the Note up to (and including) that time.

(f) *Purchase*

The Issuer shall not purchase Notes.

(g) *Cancellation*

All Notes redeemed in full will be cancelled forthwith and may not be reissued.

A principal deficiency ledger comprising two sub-ledgers (the **Class A Principal Deficiency Ledger**, and the **Class B Principal Deficiency Ledger** together the **Principal Deficiency Ledgers**) will be established by the Cash Manager and on each Interest Payment Date the Cash Manager shall record any Principal Losses that have accrued on the Receivables during the Interest Period ending on such Interest Payment Date by debiting the Principal Deficiency Ledgers with the amount of such Principal Losses.

Any Principal Loss will be debited to the Class B Principal Deficiency Ledger so long as the debit balance on the Class B Principal Deficiency Ledger is not greater than the Principal Amount Outstanding on the Class B Notes. Thereafter, any Principal Loss will be debited to the Class A Principal Deficiency Ledger.

**Principal Loss** means, in respect of a Receivable, the amount (as determined by the Servicer) required to be deemed as lost under the terms of the Servicing Agreement, being, for Defaulted Receivables, an amount equal to 100 per cent. of the Principal Outstanding Balance of that Receivable.

**Defaulted Receivable** means a receivable which is 150 Days in Arrears, or which has been referred to the Servicer's non-performing leases division (its **Non-Performing Leases Division**), whichever occurs earlier.

**Arrears** means, in respect of any Receivable, any amount in excess of €100 for each Receivables Contract which is outstanding after being due and payable by the relevant Obligor for more than 30 days.

**150 Days in Arrears** means, in respect of a Receivable at any time, that interest or principal payments due remain unpaid for more than 180 days.

## 7. PAYMENTS

(a) Payments of principal and interest in respect of the Notes will be made in euro against presentation of the relevant Global Notes or Definitive Notes and/or Coupons (as the case may be) at the specified office of the Paying Agent. Payments of principal and

interest will in each case be made by euro cheque drawn on a bank in the European Union and posted in Dublin or, at the option of the holder, by transfer to a euro denominated account maintained by the payee with a branch of a bank in the European Union. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on the relevant Global Note by the Paying Agent to which such Global Note was presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made. Payments of principal and interest in respect of the Notes will be subject in all cases to any fiscal or other laws and regulations applicable thereto and to normal banking practice. Upon the date on which any Definitive Note becomes due and repayable in full, all unmatured Coupons appertaining to such Definitive Note (whether or not attached) shall become void and no payment shall be made in respect of such Coupons.

- (b) None of the persons appearing from time to time in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note of the relevant Class shall have any claim directly against the Issuer or the Trustee in respect of payments due on such Note whilst such Note is represented by a Global Note and the Issuer or the Trustee, as the case may be, shall be discharged by payment of the relevant amount to the bearer of the relevant Global Note.
- (c) If payment of principal is improperly withheld or refused on or in respect of any Note or part thereof, the interest which continues to accrue in respect of such Note in accordance with Condition 5 (*Interest*) will be paid against presentation of such Note at the specified office of any Paying Agent.
- (d) If the date of presentation of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to further payments of additional amounts by way of interest, principal or otherwise. In this Condition 7(d) (*Payments*) the expression **Payment Day** means any day which is or falls after the relevant due date for payment in respect of a Note or Coupon and is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, Dublin and the place of presentation and, in the case of payment by transfer to a euro denominated account as referred to above, is a Business Day.
- (e) If the Paying Agent makes a partial payment in respect of any Note presented to it for payment, the Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect such payment.
- (f) The initial Paying Agent and its initial specified office is stated at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of the Paying Agent and to appoint additional or other Paying Agents. The Issuer will at all times maintain a Paying Agent. The Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26th-27th November, 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive. The Issuer will cause at least 30 days' notice of any

change in or addition to the Paying Agent or its specified office to be given in accordance with Condition 15 (*Notice to Noteholders*).

## 8. PRESCRIPTION

Claims for principal in respect of Global Notes shall become void unless presented for payment within a period of ten years from the relevant date (as defined below) in respect thereof. Claims for interest in respect of Global Notes shall become void unless presented for payment within a period of five years from the relevant date in respect thereof. Claims in respect of Definitive Notes and coupons shall become void unless made within ten years, in the case of principal, and five years, in the case of interest, of the appropriate relevant date. In this Condition, the **relevant date** means the date on which a payment first becomes due or (if the full amount of the moneys payable has not been duly received by the Paying Agent or the Trustee on or prior to such date) the date on which notice that the full amount of such moneys has been received is duly given to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*).

## 9. TAXATION

All payments in respect of the Notes will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature (and wherever imposed) unless the Issuer (or the Paying Agent) is required by applicable law to make any payment in respect of the Notes subject to any such withholding or deduction. In that event, the Issuer or the Paying Agent (as the case may be) shall (subject to its obligations and rights under Condition 6(b) (*Optional Redemption in Full for Taxation*)) make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Issuer nor the Paying Agent will be obliged to make any additional payments to Noteholders in respect of any such withholding or deduction.

## 10. EVENTS OF DEFAULT

- (a) The Trustee at its absolute discretion may, if respectively directed or requested to do so (a) by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or (b) in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding or (c) only to the extent that none of the Notes remains outstanding, in writing by any other Secured Party, shall, (subject in each case to its being secured and/or indemnified to its satisfaction) give notice in writing (an **Acceleration Notice**) to the Issuer declaring the Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events (each, an **Event of Default**):
- (i) default by the Issuer being made for a period of three days in the payment of any principal on the Class A Notes (which becomes due and payable on the Final Maturity Date) of, or default is made for a period of five days in the payment of any interest on, any Class A Note when and as the same ought to be paid in accordance with these Conditions, provided that a deferral of interest in accordance with Condition 5(i) (*Deferral of Payment*) shall not constitute a default in the payment of such interest for the purposes of this

Condition 10(a)(i) and any failure to pay the Class A Step-Up Amounts when due will not be an Event of Default in respect of the Class A Notes; or

- (ii) breach by the Issuer of any representation or warranty made by it in these Conditions, the Trust Deed or any of the other Transaction Documents to which it is a party and in any such case (except where the Trustee certifies that, in its opinion, such breach is incapable of remedy, when no notice will be required), such breach continues for a period of 30 days following the service by the Trustee on the Issuer of notice in writing requiring the same to be remedied; or
- (iii) the Issuer failing duly to perform or observe any other obligation, condition or provision binding upon it under these Conditions, the Trust Deed or any of the other Transaction Documents to which it is a party and in any such case (except where the Trustee certifies that, in its opinion, such failure is incapable of remedy, when no notice will be required), such failure continues for a period of 30 days following the service by the Trustee on the Issuer of notice in writing requiring the same to be remedied; or
- (iv) the Issuer, otherwise than for the purposes of such a pre-approved amalgamation or reconstruction as is referred to in sub-paragraph (v) below, ceasing or, through an official action of the board of directors of the Issuer, threatening to cease to carry on business (or a substantial part thereof) or the Issuer being (or being deemed to be) unable to pay its debts as and when they fall due; or
- (v) an order being made or an effective resolution being passed for the winding-up of the Issuer, except a winding-up for the purposes of or pursuant to an amalgamation or reconstruction the terms of which have previously been approved in writing by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding; or
- (vi) proceedings being initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to an application to the court for an administration order), or an administration order being granted or an administrative receiver or other receiver (including documents being filed with the Court for the appointment of an administrator or notice of intention to appoint an administrator being served), liquidator or other similar official being appointed in relation to the Issuer or in relation to the whole or any part of the undertaking or assets of the Issuer or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Issuer, or a distress or execution or other process being levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer, and such proceedings, distress, execution or process (as the case may be) not being discharged or not otherwise ceasing to apply within 15 days, or the Issuer initiating or consenting to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or making a conveyance or assignment for the benefit of its creditors generally,

provided that in the case of each of the events described in sub-paragraphs (ii) and (iii) of this paragraph (a), the Trustee shall have certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes outstanding.

- (b) Upon any declaration being made by the Trustee in accordance with paragraph (a) above that the Notes are due and repayable the Security shall become enforceable and each Note shall thereby immediately become due and repayable at its Principal Amount Outstanding together with accrued interest as provided in the Trust Deed subject to the Post-Enforcement Priority of Payments.

## **11. ENFORCEMENT**

- (a) Following the service of an Acceleration Notice, the Trustee may, at its discretion and without further notice, take such proceedings or other action it may think fit to enforce the provisions of the Transaction Documents, the Notes and Coupons, provided that, subject to paragraph (c) below, enforcement of the Security shall be the only remedy available for the repayment of the Class A Notes and the Class B Notes and the payment of accrued interest (including any Deferred Interest and accrued interest thereon) and, at any time after the Security has become enforceable, take such steps as it may think fit to enforce the Security, but it shall not be bound to take any such proceedings, action or steps unless (a) it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes outstanding or so requested in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding for the time being of the Most Senior Class of Notes outstanding and (b) it shall have been secured and/or indemnified to its satisfaction.
- (b) Subject to paragraph (c) below, no Noteholder shall be entitled to proceed directly against the Issuer or any other party to the Transaction Documents or to enforce the Security unless the Trustee, having become bound so to do, fails to do so within 90 days and such failure shall be continuing. The Trustee cannot, while any of the Notes are outstanding, be required to enforce the Security at the request of any of the Other Secured Parties under the Deed of Charge or the Greek Pledge or otherwise.
- (c) If the Trustee has taken enforcement action under the Deed of Charge or the Greek Pledge and distributed all of the resulting proceeds (including the proceeds of realising the security thereunder), to the extent that any amount is still owing to any Noteholder (a **Shortfall**), any such Noteholder shall be entitled to proceed directly against the Issuer in order to claim such Shortfall and the Trustee shall not be responsible for any liability occasioned thereby, nor shall it vouch for the validity of any such claim.

## **12. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER, SUBSTITUTION AND TRUSTEE'S DISCRETIONS**

- (a) The Trust Deed contains provisions for convening meetings of Noteholders of any Class to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Conditions or the provisions of any of the Transaction Documents or any other documents the rights and benefits of the Issuer in respect of which are comprised in the Security.

The quorum at any meeting of the Noteholders of any Class for passing an Extraordinary Resolution shall be one or more persons present holding or representing over 50 per cent. in aggregate Principal Amount Outstanding of the Notes of the relevant Class then outstanding or, at any adjourned meeting, one or more persons present being or representing the Noteholders of the relevant Class whatever the aggregate Principal Amount Outstanding of the Notes of the relevant Class so held or represented, except that, at any meeting the business of which includes the making of any Basic Terms Modification, the necessary quorum for passing the related Extraordinary Resolution will be one or more persons present holding or representing not less than 75 per cent., or at any adjourned such meeting not less than 33 per cent., in aggregate Principal Amount Outstanding of the Notes of the relevant Class for the time being outstanding.

An Extraordinary Resolution passed at any meeting of the Class A Noteholders shall be binding on all the Class B Noteholders irrespective of its effect upon them except an Extraordinary Resolution to sanction a Basic Terms Modification (as defined below), which shall not take effect unless it shall have been sanctioned by an Extraordinary Resolution of the Class B Noteholders.

An Extraordinary Resolution passed at any meeting of Class B Noteholders (other than a sanctioning Extraordinary Resolution referred to above) shall not be effective unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders.

As used in these Conditions and the Trust Deed:

- (i) **Extraordinary Resolution** means (a) a resolution passed at a meeting of the Noteholders of any Class duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll or (b) a resolution in writing signed by or on behalf of not less than 75 per cent. in aggregate Principal Amount Outstanding of the Noteholders of such Class which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders of such Class and shall be as valid, effective and binding as a resolution duly passed at such a meeting; and
- (ii) **Basic Terms Modification** means, in respect of a Class of Notes:
  - a) a change in the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of such Notes;
  - b) alteration of the currency in which payments under such Notes and the Coupons appertaining thereto are to be made;
  - c) alteration of the quorum or majority required to pass an Extraordinary Resolution;

- d) the sanctioning of any such scheme or proposal in respect of such Notes as is described in paragraph 22(b) of Schedule 5 to the Trust Deed;
  - e) alteration of this definition or the provisos to paragraphs 9 and/or 10 of Schedule 5 to the Trust Deed;
  - f) alteration of the Pre-Enforcement Priorities of Payments or the Post-Enforcement Priority of Payments; and
  - g) alteration of the Secured Property or amendment to any of the documents relating to the Secured Property or any other provision of the Security.
- (b) The Trustee may agree, without the consent of the Noteholders, (i) to any modification of, or to the waiver or authorisation of any breach or proposed breach of, these Conditions, the Trust Deed or any of the other Transaction Documents, which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders, or (ii) to any modification of these Conditions or any of the Transaction Documents, which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error. The Trustee may also, without the consent of the Noteholders, determine that any Event of Default shall not, or shall not subject to specified conditions, be treated as such provided that it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders to do so. Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders in accordance with Condition 15 (*Notice to Noteholders*), the Rating Agency and the Irish Stock Exchange as soon as practicable thereafter.
- (c) The Trustee may agree, without the consent of the Noteholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed and the Notes, subject to (i) the Notes being unconditionally and irrevocably guaranteed by the Issuer (unless all or substantially all of the assets of the Issuer are transferred to such body corporate), (ii) such body corporate being a single purpose vehicle and undertaking itself to be bound by provisions corresponding to those set out in these Conditions, (iii) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced thereby and (iv) certain other conditions set out in the Trust Deed being complied with. In the case of a substitution pursuant to this paragraph (c), the Trustee may in its absolute discretion agree, without the consent of the Noteholders, to a change of the laws governing the Notes and/or any of the Transaction Documents provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Noteholders. No such substitution shall take effect unless it applies to all the Notes then outstanding.

### **13. INDEMNIFICATION AND EXONERATION OF THE TRUSTEE**

The Trust Deed and certain of the Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Trustee and providing for its indemnification in certain circumstances, including provisions relieving it from taking enforcement proceedings or enforcing the Security unless secured and/or indemnified to its satisfaction. The Trustee will not be responsible for any loss, expense or liability which may

be suffered as a result of any assets comprised in the Secured Property, or any deeds or documents of title thereto, being held by or to the order of the Seller or any agent or related company of the Seller or by clearing organisations or their operators or by intermediaries such as banks, brokers, depositories, warehousemen or other persons whether or not on behalf of the Trustee.

The Trust Deed contains provisions pursuant to which the Trustee or any of its related companies is entitled, *inter alia*, (i) to enter into business transactions with the Issuer and/or any other person who is a party to the Transaction Documents or whose obligations are comprised in the Secured Property and/or any of their subsidiary or associated companies and to act as trustee for the holders of any other securities issued by or relating to the Issuer and/or any other person who is a party to the Transaction Documents or whose obligations are comprised in the Secured Property and/or any of their subsidiary or associated companies, (ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of the Noteholders, and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trust Deed also relieves the Trustee of any liability for not having made or not having caused to be made on its behalf the searches, investigations and enquiries which a prudent chargee would normally have been likely to make in entering into the Deed of Charge. The Trustee has no responsibility in relation to the legality, validity, sufficiency, adequacy and enforceability of the Security or the Transaction Documents. The Trustee will not be obliged to take any action which might result in its incurring personal liabilities unless secured and/or indemnified to its satisfaction or to supervise the performance by the Servicer or any other person of their obligations under the Transaction Documents and the Trustee shall assume, until it has notice in writing to the contrary, that all such persons are properly performing their duties, notwithstanding that the Security (or any part thereof) may, as a consequence, be treated as floating rather than fixed security.

The Trust Deed and certain of the other Transaction Documents contain other provisions limiting the responsibility, duties and liability of the Trustee. The Trustee shall be obliged to convene a meeting of Noteholders subject to it being indemnified and/or secured to its satisfaction upon the request in writing of Noteholders holding not less than one tenth of the aggregate Principal Amount Outstanding of the Notes. The Trustee will not be obliged to enforce the provisions of the Trust Deed unless it is directed to do so by the Noteholders and unless it is secured and/or indemnified to its satisfaction.

#### **14. REPLACEMENT OF THE NOTES AND COUPONS**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Paying Agent subject to all applicable laws and 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 reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

#### **15. NOTICE TO NOTEHOLDERS**

Any notice to the Noteholders shall be validly given if published (a) in one leading London daily newspaper (which is expected to be the *Financial Times*), and (b) (for so long as the

Notes are listed on the Irish Stock Exchange and the rules of that exchange so require) in a leading English language newspaper having general circulation in Dublin (which is expected to be the *Irish Times*) or, if either such newspaper shall cease to be published or timely publication therein shall not be practicable, in the opinion of the Trustee, in another appropriate leading daily newspaper or newspapers as the Trustee shall approve having a general circulation in Europe. Any such notice published in a newspaper as aforesaid shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which publication is required. If publication is not practicable in any such newspaper as is mentioned above, notice will be valid if given in such other manner, and shall be deemed to have been given on such date, as the Trustee shall determine.

Whilst the Notes are represented by Global Notes, notices to Noteholders may be given by delivery of the relevant notice to Clearstream, Luxembourg and/or Euroclear for communication by them to Noteholders rather than by notification as required above provided that so long as the Notes are listed on the Irish Stock Exchange, the Irish Stock Exchange so agrees. Any notice delivered to Clearstream, Luxembourg and/or Euroclear as aforesaid shall be deemed to have been given on the day after the day of such delivery.

A copy of each notice given in accordance with this Condition 15 (*Notice to Noteholders*) shall be provided to Moody's Investors Services Inc. (**Moody's** or the **Rating Agency**), which reference in these Conditions shall include any additional or replacement rating agency appointed by the Issuer with the consent of the Trustee to provide a credit rating in respect of the Notes or any Class thereof). For the avoidance of doubt, and unless the context otherwise requires, all references to rating and ratings in these Conditions shall be deemed to be references to the ratings assigned by the Rating Agency.

The Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

## **16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Neither this Note nor any Coupon or Talon confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Trust Deed, this Note or any such Coupon or Talon, but this does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **17. GOVERNING LAW AND JURISDICTION**

The Notes, the Coupons, the Trust Deed and the other Transaction Documents, and all non-contractual obligations arising from or connected with them, are governed by English law (other than the Greek Assignment Agreement which is governed by Greek law) and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

## SUBSCRIPTION AND SALE

Piraeus Leases in its capacity as initial subscriber (the **Initial Subscriber**) has in a subscription agreement dated on or about 13 August 2009 (the **Signing Date**) between the Issuer, the Initial Subscriber, Piraeus Bank S.A. in its capacity as parent and the Arranger (the **Subscription Agreement**) upon the terms and subject to the conditions contained therein, agreed to subscribe and pay for the Notes at their issue price of 100 per cent. of their respective Principal Amount Outstanding. The Initial Subscriber intends to hold the Notes following the Closing Date. The Initial Subscriber is entitled in certain circumstances to be released and discharged from its obligations under the Subscription Agreement prior to the closing of the issue of the Notes.

Except for listing the Notes on the Irish Stock Exchange, no action is being taken to permit a public offering of the Notes, or the distribution of any document, in or from any jurisdiction where action would be required for such purposes. This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised.

### **United States of America:**

The Notes have not been and will not be registered under the US Securities Act 1933 as amended (the **Securities Act**) and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes and any Coupons appertaining thereto will bear a legend to the following effect: "**Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code**". The sections referred to in such legend provide that a United States person who holds a Note or Coupon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

The Initial Subscriber has represented to and agreed with the Issuer that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes (a) as part of their distribution at any time or (b) otherwise, until 40 days after the later of the commencement of the offering and the Closing Date, within the United States or to, or for the account or benefit of, U.S. persons, and that it will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after commencement of the offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

**United Kingdom:**

In relation to the Notes the Initial Subscriber has further represented to and agreed with the Issuer that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom

**Greece:**

The Initial Subscriber and the Arranger represent, warrant and agree that they have not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell in Greece any Notes to more than 100 natural and legal persons other than qualified investors in compliance with Greek law 3401/2005 (implementing into Greek law the Prospectus Directive 2003/71/EC) and all applicable provisions of law 876/1979 as currently in force, with respect to anything done in relation to any offering of Notes in, from or otherwise involving the Hellenic Republic.

**Ireland:**

The Initial Subscriber and the Arranger represent, warrant and agree that, they have not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:

- a) the Prospectus (Directive 2003/71/EC) Regulations 2005 and any rules issued by the Financial Regulator under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland (as amended) (the **2005 Act**);
- b) the Irish Companies Acts 1963 to 2006;
- c) the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) of Ireland and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Financial Regulator; and
- d) the Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued by the Financial Regulator under Section 34 of 2005 Act.

## **Public Offers Generally**

Save for applying for admission of the Notes to trading on the Irish Stock Exchange's regulated market and approval of this Prospectus by the Financial Regulator as competent authority in light of the Prospectus Directive, no action has been or will be taken in any jurisdiction by the Issuer, the Initial Subscriber or the Arranger that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required.

## **Investor Compliance**

Persons into whose hands this Prospectus comes are required by the Issuer and the Arranger to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

## TAXATION

**The following, which applies only to persons who are the beneficial owners of the Notes, is a summary of the Issuer's understanding of current law and practice in the United Kingdom and Greece as at the date of this Prospectus relating to certain aspects of the United Kingdom taxation and Greek taxation of the Notes. Special rules may apply to certain classes of taxpayer (such as dealers). Prospective Noteholders who are in any doubt about their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom and Greece should seek their own professional advice.**

### GREEK TAXATION

The following summary describes the principal Greek taxation consequences of the subscription, holding, redemption and disposal of the Notes by Greek tax residents or investors otherwise subject to Greek taxation (due to a permanent establishment in Greece), but does not purport to be a comprehensive description of all Greek taxation considerations thereof. As a general remark, Greek tax laws are very volatile and may be amended or interpreted differently from their current interpretation and application anytime and more than once during the life of the Notes. This summary is based on the tax legislation, published case law, ministerial decisions and other regulatory acts of the respective Greek authorities as in force at the date hereof and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect. This summary does not constitute a complete analysis and therefore, potential investors should consult their own tax advisers as to the tax consequences of such purchase, ownership and disposal by reference to the particular characteristics of each investor.

#### **(A) Greek Individuals**

According to articles 24 and 12 of the Greek Income Tax Code (ITC), coupon payments on debt securities issued by foreign entities, such as the Notes, shall be treated as income from transferable securities and be subject to a 10% special taxation, irrespective of whether the interest income is re-invested abroad or repatriated in Greece. The payment of the said 10% special tax shall exhaust the tax liability of Greek individuals with respect to such income. It is noted that Greek individuals are not entitled to deduct foreign withholding taxes for income which has been subject to such 10% special tax. Therefore, the 10% special tax shall apply only to the net coupons paid by the Issuer. According to article 12(3)(c) of the ITC, the 10% special tax imposed on interest income from foreign bonds received by Greek residents shall be withheld by the paying agent appointed in Greece within the meaning of the Directive 2003/48/EC.

#### **(B) Greek Corporate Investors**

Interest income received by Greek corporate investors is also subject to a 10% special tax to be calculated on the gross coupon payment. As a general rule, the 10% special tax shall be levied by the paying agent in Greece within the meaning of the Directive 2003/48/EC (or by the Investor itself if no such paying agent has been appointed) and be submitted to the Greek tax authorities within the first 15 days of the month following the month of the actual interest payment. Furthermore, according to Greek tax law, the gross interest payments qualify as "foreign bond interest income" and shall therefore be treated as part of the gross annual

income of the Greek corporate investors. However, the 10% special tax paid can be offset against the final income tax liability of corporate investors. In the case of Greek credit institutions investing in the Notes, the above-mentioned deductibility shall depend on the holding period of the Notes. In the event that coupon payments on the Notes are subject to foreign withholding tax, such tax shall be deducted from the final income tax in the form of a foreign tax credit, provided that the actual tax withheld is definitely confirmed by a certified auditor or the competent tax authorities and, most importantly, only up to the amount of the tax payable for this type of income in Greece. Special rules might also apply with respect to certain categories of corporate investors such as insurance companies, investment funds, pension funds etc.

**(C) Capital Gains Tax**

Currently, realized capital gains in relation to foreign debt bonds are not subject to a special taxation or exemption from tax. Therefore, according to circular 1092/27.07.2007 of the Greek Ministry of Finance, capital gains as a result of the transfer of the Notes shall be taxed pursuant to the general provisions of the ITC (i.e. at the income tax rate applicable to Greek individuals or corporate investors).

**(D) Other taxes**

The transfer of Notes by or to Greek Investors will not be subject to Greek transfer tax or stamp duty. Inheritance tax is payable in Greece in respect of the Notes on the basis of a progressive system which depends on the degree of relationship between the deceased and the beneficiary.

**No additional amounts would be payable by the Issuer or by any other person if any such deduction or withholding were required to be made.**

## **UNITED KINGDOM TAXATION**

*The following is a general summary of the Issuer's understanding of United Kingdom ("UK") tax law and H.M. Revenue & Customs' ("HMRC") generally published practice applying as at the date of this document (both of which are subject to change, possibly with retrospective effect) in relation to certain aspects of the UK taxation of payments in respect of, and of the issue and transfer of, the Notes. This summary does not address all UK tax aspects of acquiring, holding or disposing of the Notes and relates only to the position of persons who are absolute beneficial owners of the Notes ("Noteholders") and may not apply to certain classes of Noteholders (such as dealers, persons connected with the Issuer, insurance companies, charities, collective investment schemes, pension providers, persons who hold the Notes otherwise than as an investment or persons who are not resident, ordinarily resident and/or domiciled in the UK). It is recommended that all Noteholders obtain their own professional tax advice. Noteholders who may be liable to taxation in jurisdictions other than the UK are particularly advised to consult their professional advisors as to whether they are so liable.*

## **Deduction of tax at source**

For so long as the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the Irish Stock Exchange is a "recognised stock exchange" for this purpose), the Notes will be treated as "quoted Eurobond" for the purposes of s.987 of that Act and payments of interest on the Notes may therefore be made without withholding or deduction for or on account of UK income tax.

Payments of interest on the Notes may also be paid without withholding or deduction on account of UK income tax where the Issuer reasonably believes that the person beneficially entitled to the interest is within the charge to UK corporation tax in respect of that payment, provided that HMRC have not given a direction (in circumstances where it is reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of UK income tax.

In other cases, interest on the Notes may fall to be paid under deduction of UK income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available under the provisions of any applicable double taxation treaty or any other exemption which may apply.

## **Direct Assessment of UK Corporation taxpayers**

Noteholders who are within the charge to UK corporation tax in relation to the Notes will generally be treated for UK corporation tax purposes as realising profits or gains (including foreign exchange gains and losses) in respect of the Notes on a basis which is broadly in line with their statutory accounting treatment under the "loan relationship rules" in Part 5 of the Corporation Tax Act 2009, so long as such accounting treatment is in accordance with generally accepted accounting practice as that term is defined for UK corporation tax purposes. Such profits, gains and losses will be taken into account in computing the Noteholders' taxable income for UK corporation tax purposes.

## **Direct Assessment of other UK taxpayers**

Noteholders who are not within the charge to UK corporation tax but are resident in the UK or are not so resident but carry on a trade, profession or vocation in the UK in to relation to which the Notes are attributable may be subject to UK income tax on interest payable on the Notes. In general, such Noteholders will be subject to UK income tax on interest arising in respect of the Notes on a receipts basis.

Subject to the foregoing, the Notes should not be treated by HMRC as "qualifying corporate bonds" within the meaning of s.117 of the Taxation of Chargeable Gains Act 1992 in relation to Noteholders who are not within the charge to corporation tax, on the basis that the Notes are not denominated in sterling. A disposal (including a redemption) of Notes by Noteholders who are not within the charge to UK corporation tax but are resident or ordinarily resident in the UK or are not so resident but carry on a trade, profession or vocation in the UK through a branch or agency in relation to which the Notes are attributable, may give rise to a chargeable gain or an allowable loss which will be chargeable to UK capital gains tax, depending on the individual circumstances of the Noteholder. A Noteholder who ceases to be resident or ordinarily resident in the UK for a period of less than five years and who disposes of the Notes during that period of temporary non-residence may be liable to UK capital gains tax on his or her return to the UK.

On a transfer of Notes by a Noteholder who is within the charge to UK income tax (as described above), the transferor may be deemed to receive an amount of income equal to any interest which has accrued since the last interest payment date (or where no interest has been paid, since the issue of the Notes) under the rules of the accrued income scheme as set out in Part 12 of the Income Tax Act 2007. Any such deemed discount should be taken into account and excluded in determining the amount of any chargeable gain or allowable loss arising on a disposal (including a redemption) of the Notes. The accrued income scheme will not apply if the Notes are "deeply discounted securities."

### **Disclosure of information**

Any person in the UK by or through whom interest is paid to, or by whom interest is received on behalf of, a Noteholder (whether resident in the UK or elsewhere) may be required to provide information in relation to the payment (including the amount of the interest) and the Noteholder concerned (including name and address) to HMRC on being so required by a notice given to it by HMRC. In certain circumstances, HMRC may communicate this information to the tax authorities of certain other jurisdictions.

HMRC also has the power, in certain circumstances, to obtain information from any person in the UK who pays amounts on the redemption of securities which are "deeply discounted securities" for the purposes of Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005 to, or receives such amounts for the benefit of, another person. However, in relation to amounts payable on redemption of such securities, HMRC's published practice indicates that HMRC will not exercise its power to obtain information where such amounts are paid or received on or before 5 April 2010.

### **Stamp Duty and Stamp Duty Reserve Tax**

No UK stamp duty or stamp duty reserve tax will be payable on the issue or transfer of the Notes.

### **EC Savings Directive**

Under EC Council Directive 2003/48/EC of 3 June 2003 (the "EC Savings Directive"), EC Member States are required to adopt measures to ensure that paying agents established within their territory identify the beneficial owner of interest payments and their residence for tax purposes. Where the beneficial owner of an interest payment is an individual who is resident in a Member State other than that in which the paying agent is established, the paying agent is required to report certain information about the beneficial owner and the amount of the interest payment to the tax authority of the Member State in which it is established. That tax authority must communicate such information to the tax authority of the Member State in which the beneficial owner of the interest payment is resident. For a transitional period, Austria, Belgium and Luxembourg are not required to adopt the measures outlined above. Paying agents established in those jurisdictions may instead levy a withholding tax on interest payments.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to an individual resident in a Member State. In addition, certain Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a

Member State to an individual or certain other residual entities resident in one of those territories.

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the EC Savings Directive, which included the European Commission's advice on the need for changes to the EC Savings Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the EC Savings Directive, which included a number of suggested changes. If any of those proposed changes are made to the EC Savings Directive, they may amend or broaden the scope of the requirements described above.

## GENERAL INFORMATION

1. The issue of the Notes has been authorised by a resolution of the board of directors of the Issuer passed on or about the Closing Date.
2. It is expected that admission of the Notes to the Official List of the Irish Stock Exchange will be granted on the Closing Date subject only to the issue of the Global Notes.
3. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for the Class A Notes is XS0445218497 and the Common Code is 044521849. The ISIN for the Class B Notes is XS0445218810 and the Common Code is 044521881.
4. Transactions will normally be effected for settlement in euro and for delivery on the third working day after the date of the transaction.
5. Save as disclosed in this Prospectus, the Issuer is not involved in any governmental, legal or arbitration proceedings which may have, or have had, since the date of its incorporation, a significant effect on its financial position nor is the Issuer aware that any such proceedings are pending or threatened.
6. Save as disclosed in this Prospectus, since the date of its incorporation, the Issuer has not entered into any material contracts other than the Subscription Agreement, being contracts entered into other than in its ordinary course of business.
7. Save as disclosed in this Prospectus, since 16 July 2009 (being the date of incorporation of the Issuer), there has been (1) no material adverse change in the financial position or prospects of the Issuer, and (2) no significant change in the trading or financial position of the Issuer.
8. It is a condition of the issue of the Notes that the Class A Notes are on issue assigned a Aaa rating by Moody's.

The ratings address the expected loss posed to investors by the Final Maturity Date. In Moody's opinion the structure allows for timely payment of interest at the applicable rate of interest on each Interest Payment Date on the Class A Notes and the ultimate payment of the Principal Amount Outstanding of the Class A Notes at the Final Maturity Date.

A credit rating on a security is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. Each such rating should be evaluated independently of any other rating.

9. Any material change to the Transaction Documents will be notified to the Rating Agency.
10. Save as disclosed in this document, the Issuer has no outstanding loan capital, borrowings, indebtedness or contingent liabilities, nor has the Issuer created any mortgages, charges or given any guarantees.
11. The Issuer will not publish interim accounts. The Issuer will produce non-consolidated audited financial statements in respect of each financial year but will not

produce consolidated audited financial statements. The Issuer anticipates that it will publish its first financial statement in approximately April 2011 in respect of the financial year ending 31 December 2010. Copies of the most recently published annual accounts from time to time will, so long as the Notes are admitted to the official list of the Irish Stock Exchange, be available at the specified office of the Paying Agent within six months of the related year end. The Cash Manager will produce on behalf of the Issuer quarterly reports on the performance of the Portfolio. These quarterly reports will be available on Bloomberg, at the offices of the Paying Agent and shall also be made available on a public website, being [www.sf.citidirect.com](http://www.sf.citidirect.com).

12. The Trust Deed and the Deed of Charge and the Greek Pledge will provide that the Trustee may rely on reports and act on any advice, or other information from professional advisors or other experts in accordance with the Trust Deed or, as the case may be, the Deed of Charge, or the Greek Pledge whether or not such advice, report or other information, engagement letter or other document entered into by the Trustee and the relevant professional advisor or expert in connection therewith contains any limit on the liability of that relevant professional advisor or expert.
13. The address of the Arranger is as follows: UBS Limited, 100 Liverpool Street, London EC2M 2RH.
14. According to Rule 1.6 of the Irish Stock Exchange Listing and Admission to Trading - Guidelines for Asset Backed Debt, the Notes of each Class shall be freely transferable.
15. Final copies (when available) of the following documents may be inspected in electronic/physical form during usual business hours on any weekday (excluding Saturdays and public holidays) at the specified offices of Baker & McKenzie LLP, 100 New Bridge Street, London EC4V 6JA, England, the Paying Agent and the registered office of the Issuer for the life of the Prospectus:
  - (i) the Memorandum and Articles of Association of the Issuer;
  - (ii) the most recent balance sheet of the Issuer and the accountants' report thereon;
  - (iii) the most recently published annual audited non-consolidated financial statements of the Issuer;
  - (iv) the Agency Agreement;
  - (v) the Subscription Agreement;
  - (vi) the Receivables Sale Agreement;
  - (vii) the Trust Deed;
  - (viii) the Deed of Charge;
  - (ix) the Greek Pledge;
  - (x) the Subordinated Reserve Loan Agreement;

- (xi) the Basis Conversion Reserve Loan Agreement;
- (xii) the Greek Assignment Agreement;
- (xiii) the Cash Management Agreement;
- (xiv) the Bank Account Agreement;
- (xv) the Corporate Services Agreement;
- (xvi) the Servicing Agreement;
- (xvii) the Data Custodian Agreement;
- (xviii) the Master Definitions Schedule;
- (xix) the Master Execution Deed; and
- (xx) the Issuer-ICSDs Agreement.

15. The total expenses related to the admission of the Notes to trading are estimated at €4,784.60.

## DEFINITIONS

<p>£</p> <p>£ ..... 8</p> <p>€</p> <p>€ ..... 8</p> <p><i>I</i></p> <p>150 Days in Arrears ..... 23, 162</p> <p>2</p> <p>2005 Act ..... 172</p> <p><i>A</i></p> <p>Acceleration Notice ..... 164</p> <p>Accountholder ..... 149</p> <p>Adjustment Reference Rate ..... 109</p> <p>Agency Agreement ..... 12, 147</p> <p>Agent Bank ..... 12, 147</p> <p>Agents ..... 12</p> <p>Ancillary Rights ..... 16</p> <p>Arranger ..... 4</p> <p>Arrears ..... 23, 123, 162</p> <p>Arrears Multiple ..... 119</p> <p>Article 632 Suspension Petition ..... 68</p> <p>Article 632-633 Annulment Petition ..... 68</p> <p>Article 933 Annulment Petition ..... 69</p> <p>Article 938 Suspension Petition ..... 69</p> <p>Athens Business Day ..... 112</p> <p>Authorised Investment ..... 42</p> <p>Available Funds ..... 46</p> <p>Available Security Funds ..... 54</p> <p><i>B</i></p> <p>Bank Account Agreement ..... 12, 137</p> <p>Basic Terms Modification ..... 167</p> <p>Basis Conversion ..... 36</p> <p>Basis Conversion Commitment Fee ..... 37</p> <p>Basis Conversion Loan Provider ..... 13</p> <p>Basis Conversion Reserve Account ..... 45</p> <p>Basis Conversion Reserve Facility Commitment ..... 39</p> <p>Basis Conversion Reserve Fund ..... 34</p> <p>Basis Conversion Reserve Fund ..... 45</p> <p>Basis Conversion Reserve Loan ..... 34</p> <p>Basis Conversion Reserve Loan ..... 33</p> <p>Basis Conversion Reserve Loan Agreement.. 139</p> <p>Basis Conversion Reserve Loan Agreement.... 13</p> <p>Basis Conversion Reserve Required Amount.. 35</p> <p>Business Day ..... 156</p> <p><i>C</i></p> <p>Cadastre ..... 77</p> <p>Calculation Date ..... 43</p> <p>capital market arrangement ..... 74</p> <p>Cash Management Agreement ..... 13, 135</p> <p>Cash Management Services ..... 135</p> <p>Cash Manager ..... 13</p>	<p>Change of Control Event ..... 32</p> <p>Charged Assets ..... 123</p> <p>Class ..... 148</p> <p>Class A Noteholders ..... 25</p> <p>Class A Notes ..... 2, 147</p> <p>Class A Original Margin ..... 25, 156</p> <p>Class A Principal Deficiency Ledger ..... 161</p> <p>Class A Principal Deficiency Ledger ..... 48</p> <p>Class A Step Up Margin ..... 25, 156</p> <p>Class A Step-Up Amounts ..... 25</p> <p>Class B Margin ..... 25, 156</p> <p>Class B Noteholders ..... 25</p> <p>Class B Notes ..... 2, 147</p> <p>Class B Principal Deficiency Ledger ..... 161</p> <p>Class B Principal Deficiency Ledger ..... 48</p> <p>Classes ..... 148</p> <p>Clearstream, Luxembourg ..... 3, 149</p> <p>Closing Date ..... 147</p> <p>Collection Account Income ..... 41</p> <p>Collection Date ..... 46</p> <p>Collection Period ..... 46</p> <p>Collections ..... 19, 110</p> <p>Common Safekeeper ..... 148</p> <p>Conditions ..... 3, 147</p> <p>Contractual Rate ..... 109</p> <p>Control ..... 32</p> <p>Controlling Shareholder ..... 40</p> <p>Controlling Shareholder Downgrade Event .... 32</p> <p>Corporate Services Agreement ..... 11, 138</p> <p>Corporate Services Provider ..... 11</p> <p>Costs and Expenses ..... 111</p> <p>Couponholders ..... 147</p> <p>Coupons ..... 150</p> <p>Court of First Instance ..... 68, 77</p> <p>Credit Ledger ..... 44</p> <p>Cut-Off Date ..... 15</p> <p><i>D</i></p> <p>Data Custodian ..... 10</p> <p>Data Custodian Agreement ..... 10, 137</p> <p>Deed of Charge ..... 30, 134, 147</p> <p>Defaulted Receivable ..... 23, 162</p> <p>Deferred Consideration ..... 114</p> <p>Deferred Interest ..... 159</p> <p>Definitive Notes ..... 149</p> <p><i>E</i></p> <p>Eligibility Criteria ..... 119</p> <p>Eligible Bank ..... 41</p> <p>Eligible Equipment ..... 125</p> <p>Eligible Obligor ..... 123</p> <p>Eligible Real Estate Assets ..... 124</p> <p>Eligible Receivables ..... 119</p> <p>Eligible Receivables Contracts ..... 120</p> <p>Eligible Vehicles ..... 126</p> <p>Enforcement Procedures ..... 109</p> <p>Enforcement Proceeds ..... 113</p> <p>Enterprise Act ..... 73</p>
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