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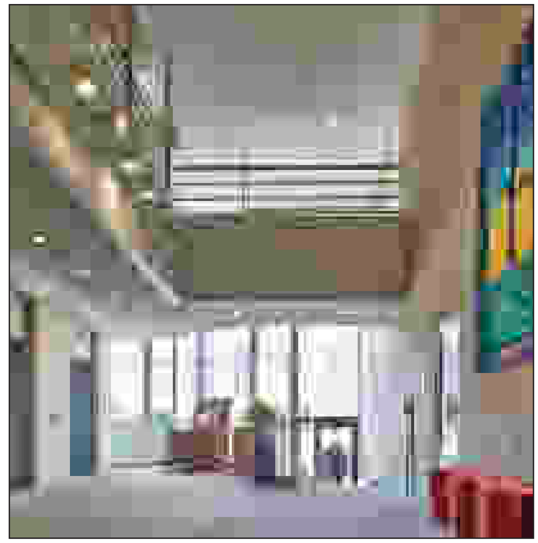
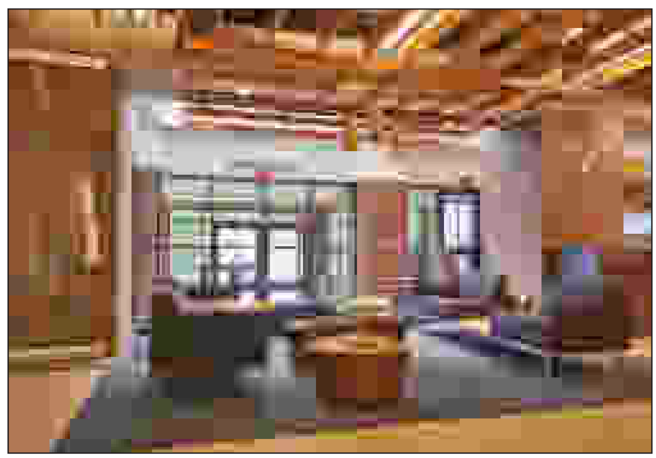
Mortgage Loan No. 5 — Lafayette Park



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Mortgage Loan Information

Mortgage Loan Seller:	Natixis
Original Principal Balance[(1)]:	$38,000,000
Cut-off Date Principal Balance[(1)]:	$38,000,000
% of Pool by IPB:	4.9%
Loan Purpose:	Acquisition
Borrowers[(2)]:	Various
Sponsors[(2)]:	NAP
Interest Rate:	4.7223%
Note Date:	9/27/2018
Maturity Date:	10/5/2028
Interest-only Period:	120 months
Original Term:	120 months
Original Amortization:	None
Amortization Type:	Interest Only
Call Protection[(3)]:	L(25), Def (92), O(3)
Lockbox[(4)]:	Hard
Additional Debt[(1)]:	Yes
Additional Debt Balance[(1)]:	$37,250,000
Additional Debt Type[(1)]:	*Pari Passu*
Additional Future Debt Permitted:	No

Property Information

Single Asset / Portfolio:	Portfolio of 4 assets
Title:	Fee
Property Type - Subtype:	Office – CBD
Net Rentable Area (SF):	677,514
Location:	St. Paul, MN
Year Built / Renovated[(5)]:	Various / Various
Occupancy:	100.0%
Occupancy Date:	10/1/2018
Number of Tenants:	4
2015 NOI:	$6,822,891
2016 NOI:	$7,476,128
2017 NOI:	$8,146,961
TTM NOI[(6)]:	$8,009,546
UW Economic Occupancy:	95.0%
UW Revenues:	$14,023,430
UW Expenses:	$5,711,066
UW NOI[(7)]:	$8,312,364
UW NCF:	$8,183,636
Appraised Value / Per SF:	$115,500,000 / $170
Appraisal Date:	7/9/2018

Escrows and Reserves[(8)]

	Initial	Monthly	Initial Cap
Taxes:	$0	$119,211	N/A
Insurance:	$14,617	$7,309	N/A
Engineering Reserve:	$47,500	$0	N/A
Replacement Reserves:	$1,813,270	$10,727	N/A

Financial Information[(1)]:

Cut-off Date Loan / SF:	$111
Maturity Date Loan / SF:	$111
Cut-off Date LTV:	65.2%
Maturity Date LTV:	65.2%
UW NOI / UW NCF DSCR:	2.31x / 2.27x
UW NOI / UW NCF Debt Yield:	11.0% / 10.9%

Sources and Uses

Sources	Proceeds	% of Total
Mortgage Loan:	$75,250,000	64.0%
Sponsor Equity:	42,305,035	36.0
Total Sources:	**$117,555,035**	**100.0%**

Uses	Proceeds	% of Total
Purchase Price:	$113,500,001	96.6%
Closing Costs:	2,179,647	1.9
Total Reserves:	1,875,387	1.6
Total Uses:	**$117,555,035**	**100.0%**

(1) The Lafayette Park loan is part of a larger split whole loan evidenced by two *pari passu* notes with an aggregate Cut-off Date balance of $75.25 million (collectively, the "Whole Loan"). The financial information presented in the chart above and herein reflects the balance of the Whole Loan.
(2) For a more detailed description, please refer to "*The Borrowers*" and "*The Sponsors*" below.
(3) Following the lockout period, the Whole Loan can be defeased at any date after the earlier to occur of (i) two years after the closing date of the securitization that includes the last *pari passu* note to be securitized and (ii) September 27, 2022.
(4) For a more detailed description of lockbox, please refer to "*Lockbox / Cash Management*" below.
(5) For a more detailed description of properties, please refer to "*The Properties*" below.
(6) Represents trailing twelve months ending July 31, 2018.
(7) UW NOI includes base rent and rent increases occurring through October 1, 2019.
(8) For a more detailed description of Escrows and Reserves, please refer to "*Escrows and Reserves*" below.

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Mortgage Loan No. 5 — Lafayette Park

The Loan. The Lafayette Park Whole Loan is a $75.25 million first mortgage loan secured by the borrowers' fee simple interest in a portfolio of four CBD office properties located in St. Paul, Minnesota, totaling 677,514 SF. The Whole Loan has a 10-year term and is interest-only for the term of the loan.

The Whole Loan is evidenced by two *pari passu* notes. The controlling Note A-1 is being contributed to the CSAIL 2018-C14 Commercial Mortgage Trust. The Whole Loan is expected to be serviced pursuant to the CSAIL 2018-C14 pooling and servicing agreement. As the holder of Note A-1 (the "Controlling Noteholder"), the trustee of the CSAIL 2018-C14 Commercial Mortgage Trust (or, prior to the occurrence and continuance of a control termination event under the CSAIL 2018-C14 pooling and servicing agreement, the CSAIL 2018-C14 directing certificateholder) is entitled to exercise all of the rights of the Controlling Noteholder with respect to the Whole Loan; however, the holder of Note A-2 is entitled, under certain circumstances, to consult with respect to certain major decisions.

Whole Loan Note Summary

	Original Balance	Cut-off Date Balance	Note Holder	Lead Servicer for Whole Loan (Y/N)	Controlling Piece (Y/N)
Note A-1	$38,000,000	$38,000,000	CSAIL 2018-C14	Y	Y
Note A-2[(1)]	37,250,000	37,250,000	Natixis	N	N
Total	**$75,250,000**	**$75,250,000**			

(1) Note is expected to be contributed to one or more future securitizations.

The Borrowers. The borrowing entities for the Whole Loan are LPOC (443) Property Company LLC, LPOC (520) Property Company LLC, LPOC (500) Property Company LLC and LPOC (444) Property Company LLC. Each borrower is a Delaware limited liability company and special purpose entity. The Whole Loan is compliant with Shari'ah law and the borrowers master lease the portfolio of properties to four operating companies which are the master lessees. The four master lessees of the Whole Loan are LPOC (443) Operating Company LLC, LPOC (520) Operating Company LLC, LPOC (500) Operating Company LLC, and LPOC (444) Operating Company LLC, all Delaware limited liability companies and special purpose entities (collectively, the "Master Lessees"). See also "*Description of the Mortgage Pool—Mortgage Pool Characteristics—Shari'ah Compliant Loans*" and "*Description of the Mortgage Pool— Risk Factors—Risks Relating to the Mortgage Loans—Risks Relating to Shari'ah Compliant Loans*" in the Prospectus.

The Sponsors. The borrowers are the sole parties liable for any breach or violation of the non-recourse carveouts. The Master Lessees are owned 100.0% by LPOC Investor Company LLC, which is owned 100% by LPOC Investor Corp. LPOC Investor Corp. is owned 2.0% by LPOC Investment Company Ltd. and 98.0% by LPOC Property Company Ltd. LPOC Investment Company Ltd. is owned 100.0% by Gatehouse Capital – Economic and Financial Consultancy K.S.C. which is ultimately owned and controlled by Gatehouse Financial Group Limited.

The Gatehouse Capital – Economic and Financial Consultancy K.S.C., is a Shari'ah-compliant investment entity and is part of Kuwait-based investment advisory firm Gatehouse Capital K.S.C.C. ("Gatehouse Capital"). Founded in 1998, Gatehouse Capital focuses on global real estate investments as well as wealth management services. Gatehouse Capital advises on transactions with assets based in the United States and United Kingdom. The firm made its first U.S. real estate investment in 2003 and to date has completed over $3.0 billion in U.S. real estate transactions. Gatehouse Capital is jointly owned by Gatehouse Bank PLC, a Shari'ah-compliant bank based in London, and Gatehouse Financial Group Limited ("GFG"). GFG is the parent company of Gatehouse Bank and was established in 2015 following a restructure of Gatehouse Bank. GFG currently has in excess of $1.2 billion in assets under management, most of which are in the United States, United Kingdom and Europe.

Mortgage Loan No. 5 — Lafayette Park

The Properties. The Lafayette Park portfolio is comprised of four single tenant CBD office properties, totaling 677,514 SF, located in St. Paul, Minnesota. Since prior ownership acquired the portfolio in 2014, approximately $11.4 million in capital improvements have been invested. Capital improvements include renovations to the lobbies, bathrooms/locker rooms, parking lots, new paint, building exteriors and windows. The portfolio also includes 2,349 car parking stalls providing the properties with a ratio of 3.5 parking spaces per 1,000 SF net rental area, above the average of 0.75 parking spaces per 1,000 SF net rental area for the balance of the St. Paul central business district.

The following table represents each property comprising the Lafayette Park portfolio.

Property	Year Built / Renovated	NRA (SF)	Property Type	Occupancy[1]	UW NCF[1]	% of UW NCF	Allocated Loan Amount[2]	% of Allocated Loan Amount	Appraised Value
444 Lafayette Road	1919 / 2006, 2012-2018	280,172	Office	100.0%	$3,550,553	43.4%	$16,930,563	44.6%	$51,460,000
520 Lafayette Road	1923 / 1986, 2009-2018	152,944	Office	100.0	1,793,371	21.9	7,965,195	21.0	24,210,000
500 Lafayette Road	1900 / 1984, 2010-2018	140,440	Office	100.0	1,783,274	21.8	8,790,996	23.1	26,720,000
443 Lafayette Road	1919 / 1988, 2013-2018	103,958	Office	100.0	1,056,438	12.9	4,313,247	11.4	13,110,000
Total/Wtd Avg.		**677,514**		**100.0%**	**$8,183,636**	**100.0%**	**$38,000,000**	**100.0%**	**$115,500,000**

(1) Based on the October 1, 2018 underwritten rent roll.
(2) Based on the Cut-off Date balance of the loan.

The Tenants. As of October 1, 2018, each property was 100.0% leased to four agencies of the State of Minnesota and collectively feature a weighted average remaining lease term of 8.8 years.

Tenant	Ratings Moody's/S&P/Fitch[1]	NRA (SF)[2]	% of Total NRA	UW Base Rent PSF[2]	% of Total UW Base Rents	Lease Expiration Date[2]
Minnesota Dept. of Human Services	Aa1 / AAA / AAA	280,172	41.4%	$20.31	41.7%	6/30/2026
Minnesota Pollution Control Agency	Aa1 / AAA / AAA	152,944	22.6	$20.55	23.0	12/31/2028
Minnesota Dept. of Natural Resources	Aa1 / AAA / AAA	140,440	20.7	$20.93	21.5	6/30/2026
Minnesota Dept. of Labor and Industry	Aa1 / AAA / AAA	103,958	15.3	$18.00	13.7	9/30/2028
Total/Wtd. Avg.		**677,514**	**100.0%**	**$20.14**	**100.0%**	

(1) Ratings provided are for the State of Minnesota whether or not it guarantees the lease.
(2) Based on the October 1, 2018 underwritten rent roll. UW Base Rent PSF includes base rent and rent increase occurring through October 1, 2019.

444 Lafayette Road – The State of Minnesota, Dept. of Administration, Dept. of Human Services ("Minnesota Dept. of Human Services"), leases 280,172 SF (41.4% of the portfolio NRA) through June 2026. The Minnesota Dept. of Human Services is the state's largest agency, helping Minnesota residents meet their basic needs by providing or administering health care coverage, economic assistance and other services for children, seniors, people with disabilities and low-income Minnesotans. The Minnesota Dept. of Human Services employs approximately 6,500 workers and approximately 950 are located at the 444 Lafayette Road property. The Minnesota Dept. of Human Services has been a tenant at the property since 1984.

520 Lafayette Road – The State of Minnesota, Dept. of Administration, Minnesota Pollution Control Agency ("Minnesota Pollution Control Agency"), leases 152,944 SF (22.6% of the portfolio NRA) through December 2028. The Minnesota Pollution Control Agency is a state agency that monitors environmental quality, offers technical and financial assistance, and enforces environmental regulations. The Minnesota Pollution Control Agency employs approximately 950 workers and approximately 700 are located at the 520 Lafayette Road property. The Minnesota Pollution Control Agency has been a tenant at the property since 1986.

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500 Lafayette Road – The State of Minnesota, Dept. of Administration, Dept. of Natural Resources ("Minnesota Dept. of Natural Resources"), leases 140,440 SF (20.7% of the portfolio NRA) through June 2026. The Minnesota Dept. of Natural Resources is a state agency that works with citizens to conserve and manage the state's natural resources, to provide outdoor recreation opportunities, and to provide for commercial uses of natural resources in a way that creates a sustainable quality of life. The Minnesota Dept. of Natural Resources employs approximately 3,000 workers and approximately 575 are located at the 500 Lafayette Road property. The Minnesota Dept. of Natural Resources has been a tenant at the property since 1994.

443 Lafayette Road – The State of Minnesota, Dept. of Administration, Dept. of Labor and Industry ("Minnesota Dept. of Labor and Industry"), leases 103,958 SF (15.3% of the portfolio NRA) through September 2028. The Minnesota Dept. of Labor and Industry is a state agency that oversees the state's apprenticeship, construction codes and licensing, occupational safety and health, wage and hour standards, and workers' compensation programs. The Minnesota Dept. of Labor and Industry employs approximately 430 workers and approximately 380 are located at the 443 Lafayette Road property. The Minnesota Dept. of Labor and Industry has been a tenant at the property since 1988 and is expected to invest approximately $2.0 million in renovations by first quarter 2019.

Each of these four tenants has the option to terminate its lease with 30 days' prior written notice in the event that: (i) the Minnesota State legislature does not appropriate the funds necessary for the continuation of the lease or (ii) federal funds necessary for the continuation of the lease are withheld for any reason. In addition, pursuant to Minnesota Statute §16B.24, subd. 6, each lease is subject to cancellation with 30 days' written notice for any reason except lease of other non-state-owned land or premises for the same use.

The Market. The properties are located in St. Paul, Minnesota, which is part of the Minneapolis-St. Paul-Bloomington metropolitan statistical area. The properties sit in between U.S. Route 10 and Interstate 35 and are less than a half mile from both roadways. U.S. Route 10 extends from Bay City, Michigan to its western terminus of Fargo, North Dakota. Interstate 35 is a major highway in central United States that extends from Laredo, Texas to Duluth, Minnesota. The properties are eight blocks east of the State Capitol building and offer shuttle service for the employees to travel to and from the State Capitol.

The City of St. Paul features corporate headquarters, parks, retail outlets and arts and entertainment. The properties are adjacent to the historic Lowertown neighborhood, an in-demand urban area, home to a growing residential and commercial base including a mix of restaurants, retailers, and housing and entertainment options.

According to a third party research report, the properties are located in the St. Paul central business district office submarket. The second quarter 2018 rental rate was $21.08 PSF on a gross basis. The vacancy rate as of second quarter 2018 was 8.8%, which is a 0.7% increase since second quarter 2017. Net absorption was 35,533 SF for second quarter 2018.

According to a third party market research report, the estimated 2018 population and average household income within a one-, three-, and five-mile radius of the portfolio is 17,686, 173,217, and 359,160, respectively, and $59,093, $64,720, and $76,283, respectively.

Historical and Current Occupancy(1)

2015	2016	2017	Current(2)
100.0%	100.0%	100.0%	100.0%

(1) Source: Historical Occupancy is provided by the sponsor. Occupancies are as of December 31 of each respective year.
(2) Based on the October 1, 2018 underwritten rent roll.

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Office Competitive Set Summary[1]

Property Name	Year Built	NRA (SF)	Tenant Name	Lease Size (SF)	Lease Date	Lease Term (Yrs.)	Rent/SF	Lease Type
444 Lafayette Road	**1919**	**280,172**	**Minnesota Dept. of Human Services**	**280,172**	**January 2012**	**14.5**	**$20.31[2]**	**Gross**
500 Lafayette Road	**1900**	**140,440**	**Minnesota Dept. of Natural Resources**	**140,440**	**September 2011**	**14.8**	**$20.93[2]**	**Gross**
520 Lafayette Road	**1923**	**152,944**	**Minnesota Pollution Control Agency**	**152,944**	**October 2012**	**16.3**	**$20.55[2]**	**Gross**
443 Lafayette Road	**1919**	**103,958**	**Minnesota Dept. of Labor and Industry**	**103,958**	**October 2012**	**16.0**	**$18.00[2]**	**Gross**
Wells Fargo Place	1987	634,895	Confidential Office	16,589	May 2018	5.0	$17.50	Net
180 E 5th Street	1914	659,230	Ditech Financial	141,109	March 2017	11.0	$9.25	Net
Bloomington I	1986	38,107	US Dept. of Citizenship & Immigration Services	38,107	April 2015	15.0	$25.74	Gross
Marquette Plaza	1981	522,656	Confidential Office	3,604	May 2017	5.0	$16.00	Net
Wilder Center	2007	99,953	Confidential Office	16,382	September 2015	2.0	$24.03	Gross
First National Bank Building	1914	646,297	Confidential Office	7,249	August 2015	8.0	$19.50	Gross
UBS Plaza	1980	224,447	Confidential Office	5,900	January 2017	3.1	$10.75	Net
Cray Plaza	1983	219,313	Confidential Office	2,514	December 2017	5.0	$17.50	Gross

(1) Source: Appraisal.
(2) Based on the October 1, 2018 underwritten rent roll.

Lease Rollover Schedule[1][2]

Year	Number of Leases Expiring	NRA Expiring	% of NRA Expiring	UW Base Rent Expiring	% of UW Base Rent Expiring	Cumulative NRA Expiring	Cumulative % of NRA Expiring	Cumulative UW Base Rent Expiring	Cumulative % of UW Base Rent Expiring
MTM	0	0	0.0%	$0	0.0%	0	0.0%	$0	0.0%
2018	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2019	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2020	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2021	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2022	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2023	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2024	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2025	0	0	0.0	0	0.0	0	0.0%	$0	0.0%
2026	2	420,612	62.1	8,628,738	63.2	420,612	62.1%	$8,628,738	63.2%
2027	0	0	0.0	0	0.0	420,612	62.1%	$8,628,738	63.2%
2028 & Beyond	2	256,902	37.9	5,014,659	36.8	677,514	100.0%	$13,643,398	100.0%
Vacant	NAP	0	0.0	NAP	NAP	677,514	100.0%	NAP	NAP
Total/Wtd. Avg.	**4**	**677,514**	**100.0%**	**$13,643,398**	**100.0%**				

(1) Based on the October 1, 2018 underwritten rent roll.
(2) Certain tenants may have lease termination options that are exercisable prior to the originally stated expiration date of the subject lease and that are not considered in the lease rollover schedule.

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Operating History and Underwritten Net Cash Flow

	2015	2016	2017	TTM[1]	Underwritten[2]	PSF	%[3]
Rents in Place	$12,385,715	$12,667,758	$13,017,445	$13,218,329	$13,643,398	$20.14	92.5%
Vacant Income	0	0	0	0	0	$0.00	0.0%
Gross Potential Rent	**$12,385,715**	**$12,667,758**	**$13,017,445**	**$13,218,329**	**$13,643,398**	**$20.14**	**92.5%**
Total Reimbursements	913,334	945,600	989,806	1,002,319	1,101,071	$1.63	7.5%
Net Rental Income	**$13,299,049**	**$13,613,358**	**$14,007,251**	**$14,220,648**	**$14,744,469**	**$21.76**	**100.0%**
(Vacancy/Collection Loss)	0	0	0	0	(738,075)	($1.09)	(5.0%)
Other Income	16,264	17,139	14,725	17,094	17,037	$0.03	0.1%
Effective Gross Income	**$13,315,312**	**$13,630,497**	**$14,021,976**	**$14,237,742**	**$14,023,430**	**$20.70**	**100.0%**
Total Expenses	**$6,492,422**	**$6,154,369**	**$5,875,015**	**$6,228,196**	**$5,711,066**	**$8.43**	**40.7%**
Net Operating Income	**$6,822,891**	**$7,476,128**	**$8,146,961**	**$8,009,546**	**$8,312,364**	**$12.27**	**59.3%**
Total TI/LC, Capex/RR	0	0	0	0	128,728	$0.19	0.9%
Net Cash Flow	**$6,822,891**	**$7,476,128**	**$8,146,961**	**$8,009,546**	**$8,183,636**	**$12.08**	**58.4%**

(1) TTM represents the trailing twelve-month period ending July 31, 2018
(2) Underwritten Rents in Place includes base rent and rent increases occurring through October 1, 2019.
(3) % column represents percent of Net Rental Income for all revenue lines and represents percent of Effective Gross Income for the remainder of fields.

Property Management. The properties are managed by Colliers International MN, LLC, a Minnesota limited liability company.

Escrows and Reserves. At origination, the borrowers deposited into escrow $1,813,270 for replacement reserves, $47,500 for engineering reserve, and $14,617 for insurance.

Tax Escrows – On a monthly basis, the borrowers are required to escrow 1/12th of the annual estimated tax payments, which currently equals $119,211.

Insurance Escrows – On a monthly basis, the borrowers are required to escrow 1/12th of the annual estimated insurance payments, which currently equals $7,309.

Replacement Reserves – On a monthly basis, the borrowers are required to escrow $10,727 for replacement reserves.

Lockbox / Cash Management. The Whole Loan is structured with a hard lockbox and springing cash management. Pursuant to the Whole Loan documents, all excess funds on deposit will be applied as follows: (a) during the continuation of a Primary Tenant Sweep Period (as defined below), to the Primary Tenant (as defined below) reserve account, (b) during the continuation of a Cash Management Period (as defined below), to a cash collateral reserve subaccount as additional collateral, and (c) if neither a Primary Tenant Sweep Period nor a Cash Management Period is continuing, to the borrowers. Provided no Cash Management Period exists, all excess cash flow in the lockbox account after payment of all sums due and payable under the Whole Loan documents will be remitted to the borrowers.

A "Cash Management Period" will occur upon (i) an event of default under the Whole Loan; (ii) the failure by the borrowers, after the end of a calendar quarter, to maintain a DSCR of at least 1.20x; or (iii) a Primary Tenant Sweep Period. A Cash Management Period will end provided that (1) the loan and all other obligations under the Whole Loan documents have been repaid in full; (2) with respect to subclause (i) the event of default has been cured and such cure is accepted by the lender and no event that would trigger another Cash Management Period exists; (3) with respect to subclause (ii) for six consecutive months since the commencement of the existing Cash Management Period (A) no default or event of default has occurred, (B) no event that would trigger another Cash Management Period exists, and (C) the DSCR is at least equal to 1.25x, or (4) to the extent that the Cash Management Period commenced as a result of the occurrence of a Primary Tenant Sweep Period, a Primary Tenant Sweep Period cure has occurred and no event that would trigger another Cash Management Period exists.

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A “Primary Tenant Sweep Period” will (A) commence upon the earliest to occur of: (i) the earlier of (x) the date that is eighteen months prior to the then scheduled expiration or termination date of any Primary Tenant lease, whether such lease is in its initial term or any renewal term and (y) the date by which any Primary Tenant is required to exercise its renewal option under any Primary Tenant lease; (ii) the termination, cancellation or surrender of a Primary Tenant lease or any borrower’s receipt of notice by a Primary Tenant of its intent to effect a termination, cancellation or surrender of its Primary Tenant lease; (iii) the date upon which any Primary Tenant “goes dark” in all or substantially all of the Primary Tenant premises; (iv) the date that any Primary Tenant commits a monetary or material nonmonetary default under the applicable Primary Tenant lease and (v) the date upon which any Primary Tenant or the State of Minnesota becomes a debtor in any bankruptcy action and (B) end at such time, if ever, upon the occurrence of a Primary Tenant Sweep Period cure.

A “Primary Tenant” means the State of Minnesota and thereafter any acceptable replacement tenant thereof under a Primary Tenant lease.

Property Release. The borrowers have option to release any property upon a bona fide sale of such property to a third party, provided that each of the conditions set forth in the Whole Loan documents, including the following conditions are satisfied: (i) the sale of such property is pursuant to an arm’s length agreement with a third party which is not an affiliate of any borrower or master lessee; (ii) the borrowers pay 125% of the allocated loan amount for each property being released together with all accrued and unpaid interest on the principal being prepaid; (iii) no event of default is continuing; (iv) the debt yield is not less than the greater of (a) the debt yield immediately prior to such release and (b) 11.0%; (v) the LTV is not more than the lesser of (a) the LTV immediately prior to such release and (b) 65.2%; (vi) the DSCR is not less than the greater of (a) the DSCR immediately prior to such release and (b) 2.31x; and (vii) the borrowers give the lender not less than 30 days’ prior written notice of such sale. No release will be permitted if such release would result in a "prohibited transaction" or the disqualification of the Whole Loan as a "qualified mortgage" for REMIC tax purposes. All prepayments in connection with the release of any property or properties will be applied *pro rata* among the *pari passu* notes of the Whole Loan.