

EXECUTION COPY

FUNDING 1 CORPORATE SERVICES AGREEMENT

DATED 25 JANUARY 2008

STRUCTURED FINANCE MANAGEMENT LIMITED
(as Funding 1 Corporate Services Provider)

and

SFM CORPORATE SERVICES LIMITED
(as UK Share Trustee)

and

LANGTON SECURITIES HOLDINGS LIMITED
(as Holdings)

and

LANGTON FUNDING (NO. 1) LIMITED
(as Funding 1)

ALLIANCE & LEICESTER PLC
(Alliance & Leicester)

and

CITICORP TRUSTEE COMPANY LIMITED
(as Funding 1 Security Trustee)

ALLEN & OVERY

Allen & Overy LLP

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THIS FUNDING 1 CORPORATE SERVICES AGREEMENT (this **Agreement**) is made on 25 January 2008

BETWEEN:

- (1) **STRUCTURED FINANCE MANAGEMENT LIMITED** (registered number 3853947) whose business address is at 35 Great St. Helen's, London EC3A 6AP (in its capacity as the **Funding 1 Corporate Services Provider**);
- (2) **SFM CORPORATE SERVICES LIMITED** (registered number 3920255) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (the **UK Share Trustee**);
- (3) **LANGTON SECURITIES HOLDINGS LIMITED** (registered number 6432540), a private limited company incorporated under the Laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Holdings**);
- (4) **LANGTON FUNDING (NO. 1) LIMITED** (registered number 6432610), a private limited company incorporated under the Laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**Funding 1**);
- (5) **ALLIANCE & LEICESTER PLC** (registered number 03263713), a public limited company incorporated under the laws of England and Wales, whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (**Alliance & Leicester**); and
- (6) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 0235914) acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its capacity as the **Funding 1 Security Trustee**).

WHEREAS:

- (A) The Funding 1 Corporate Services Provider has agreed with the other parties to this Agreement to provide various corporate administration and personnel services to each of Holdings and Funding 1 (each a **Company** and together the **Companies**) on the terms and conditions contained in this Agreement.
- (B) Holdings has an issued share capital of £1 represented by 1 ordinary share, which is owned by the UK Share Trustee under a declaration of trust to be dated the date hereof (the **Holdings Declaration of Trust**) for the Beneficiaries (as defined in the Holdings Declaration of Trust).
- (C) Holdings beneficially owns one hundred per cent. of the Issued Share Capital of Funding 1.
- (D) Alliance & Leicester has agreed to provide various secretarial services to each of Holdings and Funding 1 on the terms and conditions contained in the Secretarial Services Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

The master definitions and construction schedule signed by, amongst others, the parties to this Agreement and dated 25 January 2008 (as the same may be amended, varied or supplemented from time to time with the consent of the parties to this Agreement) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so

amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto, and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 3 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

In this Agreement, each reference to a party shall be deemed to include its successors and permitted assigns. For this purpose **successor** means in relation to a party an assignee or successor in title of such party or any person who, under the laws of its jurisdiction of incorporation or domicile has assumed the rights and/or obligations of such party or to whom under such laws the same have been transferred.

2. NOMINATION OF DIRECTORS PRIOR TO SERVICE OF AN INTERCOMPANY LOAN ACCELERATION NOTICE

2.1 Entitlement to Nominate

Prior to the service of an Intercompany Loan Acceleration Notice and for so long as this Agreement remains in force:

- (a) Alliance & Leicester is entitled to, and shall, nominate one person willing to serve in the capacity of director of each of the Companies (and, in each case, Alliance & Leicester has nominated Ian John Hares as its first nominee in such capacity);
- (b) the Funding 1 Corporate Services Provider is entitled to, and shall, nominate two persons willing to serve in the capacity of director of each of the Companies (and, in each case, shall be deemed to have so nominated SFM Directors Limited (registered number 3920254) and SFM Directors (No. 2) Limited (registered number 4017430) as its first nominees in such capacity) and nothing herein shall prevent the Funding 1 Corporate Services Provider from nominating itself as a corporate director of either of the Companies; and
- (c) Alliance & Leicester will be entitled to, and shall, nominate one person willing to serve in the capacity of Company Secretary of the Companies (and has nominated Richard Allen Hawker as its first nominee in such capacity).

2.2 Appointor

In relation to any person nominated or deemed to be nominated under Clause 2.1 (Entitlement to Nominate) above or Clause 2.3 (Resignation or Retirement of Director) below, whichever of Alliance & Leicester or the Funding 1 Corporate Services Provider nominated that person is referred to below as that person's **appointor**.

2.3 Resignation or Retirement of Director

Each appointor hereby confirms to the other that, if the person nominated or deemed to be nominated by it should resign or retire or for any other reason cease to act as director of either of the Companies, it will promptly:

- (a) procure that such director shall acknowledge in writing that he has no claim of any nature whatsoever against the relevant Company;
- (b) nominate another person willing to act in the relevant capacity; and
- (c) procure the consent of that other person to act in that capacity.

2.4 Acceptance of Appointment and Payment

Each appointor shall procure that each of the persons respectively nominated or deemed to be nominated by it from time to time as provided above accepts the relevant appointment and acts in the relevant capacity without fee or remuneration (including, for the avoidance of doubt, upon resignation or retirement) from either of the Companies, save that nothing in this Agreement shall prejudice the right of the Funding 1 Corporate Services Provider to be remunerated for its services under Clause 7 (Remuneration, Costs and Expenses) below.

2.5 Composition of Boards

- (a) The UK Share Trustee undertakes and agrees subject to its duties and obligations as UK Share Trustee under the Holdings Declaration of Trust and subject to Clause 3.3 (Requests of the Funding 1 Security Trustee) that it shall exercise its rights as a shareholder of Holdings and all rights and powers vested in it under the Articles of Association of Holdings so as to procure that the board of directors of Holdings comprises at all times one nominee of Alliance & Leicester (provided that Alliance & Leicester shall have nominated a person to such office) and two nominees of the Funding 1 Corporate Services Provider, as provided under Clause 2.1 (Entitlement to Nominate) above.
- (b) The Funding 1 Corporate Services Provider and Alliance & Leicester shall procure that at all times all of the directors nominated by them under Clause 2.1 (Entitlement to Nominate) above, for Holdings will be resident in the UK (and not in any other jurisdiction) for the purposes of UK income tax.
- (c) Holdings undertakes and agrees subject to Clause 3.3 (Requests of the Funding 1 Security Trustee) that it shall exercise its rights as a sole shareholder of Funding 1 and all rights and powers vested in it under the Articles of Association of Funding 1 so as to procure that the board of directors of Funding 1 comprises at all times one nominee of Alliance & Leicester (provided that Alliance & Leicester shall have nominated a person to such office) and two nominees of the Funding 1 Corporate Services Provider, as provided under Clause 2.1 (Entitlement to Nominate) above.
- (d) The Funding 1 Corporate Services Provider and Alliance & Leicester shall procure that at all times all of the directors nominated by them under Clause 2.1 (Entitlement to Nominate) above, for Funding 1 will be resident in the UK (and not in any other jurisdiction) for the purposes of UK income tax.
- (e) At least one director appointed by the Funding 1 Corporate Services Provider as a director of Funding 1 will be a person who, except in his or her capacity as an independent director (the **Independent Director**), is not at such time, and shall **not** have been at any time during the preceding five years:
 - (i) a director, officer or employee of Funding 1 or of any of its affiliates;
 - (ii) a creditor, supplier, employee, officer, director, manager or contractor of Funding 1 or any of its affiliates;
 - (iii) a holder (directly or indirectly) of any voting securities of Funding 1 or of any affiliate (excluding *de minimis* ownership interests);or
 - (iv) a person who controls (whether directly or indirectly) Funding 1 or any of its affiliates or any creditor, supplier, employee, officer, director, manager or contractor of Funding 1 or any of its affiliates.

- (f) The Funding 1 Corporate Services Provider hereby confirms that, if the Independent Director nominated by it should resign, or retire, or for any other reason cease to act as an Independent Director, it will promptly:
- (i) nominate another person willing to act in the relevant capacity (who shall be independent); and
 - (ii) procure the consent of that other person to act in that capacity prior to such resignation or retirement.

3. NOMINATION OF DIRECTORS AFTER SERVICE OF AN INTERCOMPANY LOAN ACCELERATION NOTICE

3.1 Rights and Powers upon service of an Intercompany Loan Acceleration Notice

In the event that an Intercompany Loan Acceleration Notice is served on Funding 1, Holdings shall exercise its rights as the sole beneficial owner of one share in Funding 1 and the rights and powers vested in it under the Articles of Association of Funding 1 so as to procure that:

- (a) such new or additional directors of Funding 1 as the Funding 1 Security Trustee shall direct (subject to Clause 2.5(d)) (Composition of Boards) shall be duly appointed; and
- (b) such of the directors nominated pursuant to Clauses 2.1 (Entitlement to Nominate) or 2.3 (Resignation or Retirement of Director) above as the Funding 1 Security Trustee requests shall tender their resignation, if so requested by the Funding 1 Security Trustee,

and nothing shall prevent the Funding 1 Security Trustee from nominating a director of Funding 1, provided that all of the directors nominated for Funding 1 will be resident in the UK (and not in any other jurisdiction) for the purposes of UK income tax.

3.2 Terms of Appointment

Any director nominated or appointed pursuant to Clauses 3.1 (Rights and Powers upon service of an Intercompany Loan Acceleration Notice) above shall be appointed upon such terms (including reasonable remuneration) as may be agreed in writing between its appointees and the Funding 1 Security Trustee.

3.3 Requests of the Funding 1 Security Trustee

For so long as Holdings is the beneficial holder of the whole of the issued share capital of Funding 1, and in the event (but only in the event) that the provisions of Clauses 3.1 (Rights and Powers upon service of an Intercompany Loan Acceleration Notice) above apply, the UK Share Trustee undertakes and agrees, subject to its duties and obligations as trustee under the Holdings Declaration of Trust, to comply with all requests of the Funding 1 Security Trustee as to:

- (a) the exercise of its rights as shareholder of Holdings; and
- (b) all rights and powers vested in it under the Articles of Association of Holdings,

in relation to the appointment and/or removal from office by Holdings of any of the directors of Funding 1 subject to the requirement that all of the directors nominated for Funding 1 will be resident in the UK (and not in any other jurisdiction) for the purposes of UK income tax.

3.4 Resignation

In the event that an Intercompany Loan Acceleration Notice is served on Funding 1, any appointment of a director in office at such time validly made pursuant to Clauses 2.1 (Entitlement to Nominate) or 2.3 (Resignation or Retirement of Director) above shall continue to be effective in accordance with the provisions of this Agreement unless and until such director has resigned pursuant to Clause 3.1(b) (Rights and Powers upon service of an Intercompany Loan Acceleration Notice) above.

3.5 No Recourse

The obligations of the parties hereto under this Agreement are solely the corporate obligations of each of the parties.

No recourse shall be had in respect of any obligation or claim arising out of or based upon this Agreement against any employee, officer or director of any of the parties hereto, save where the claim, demand, liability, cost or expense in connection therewith arises from the fraud, gross negligence, wilful default, dishonesty or breach of duty of such employee, officer or director of the respective party.

4. PROVISION OF CORPORATE ADMINISTRATIVE SERVICES

Until termination of this Agreement pursuant to Clause 12 (Termination), the Funding 1 Corporate Services Provider shall provide all general registrar and company administration services (the **Corporate Services**) required by each of the Companies including, without limitation, the following:

- (a) providing all necessary staff and facilities for each of the Companies, including the provision of registered office accommodation for each of the Companies (which shall as at the date of this Agreement be at 35 Great St. Helen's, London EC3A 6AP);
- (b) the convening of the annual shareholders' meeting and the annual meeting of the directors' of each of the Companies providing facilities for holding the said meetings in the UK and preparing and keeping minutes of the said meetings;
- (c) accepting services of process and any other documents or notices to be served on either of the Companies and prompt notification to the relevant Company of any legal proceedings initiated of which the company secretary becomes aware;
- (d) in respect of each Company, as and when requested by a director of the Company, the company secretary of the Company or the auditors of the Company, deliver to such person such information in connection with the Company as may be in the possession of the Funding 1 Corporate Services Provider or as may be reasonably obtainable by it;
- (e) in respect of each Company, as and when requested under the terms of any agreements to which the Company is party, the delivery to any person entitled to it under such terms of such information or documents which is (i) provided for under such agreements, and (ii) in the possession of the Funding 1 Corporate Services Provider or is reasonably obtainable by it;
- (f) in respect of each Company, the response to company correspondence and the communication thereof with directors and shareholders as necessary;

- (g) in respect of each Company, at the request of the relevant board of directors, prepare and forward to the shareholders of such Company all statements and notices which the board of directors is required to issue, send or serve in accordance with its Articles of Association;
- (h) in respect of each Company, give, at the request of the relevant board of directors, any directions and information to any providers or services (such as auditors, accountants, financial or management advisers or attorneys) or other agents appointed by the board of directors pursuant to the relevant Articles of Association; and
- (i) use of its best efforts to cause each of the Companies (to the extent that the relevant Company has sufficient funds and other resources and is otherwise able to do so) to comply with its obligations under any agreement by which such Company is bound and under all relevant laws.

5. ADDITIONAL SERVICES

The Funding 1 Corporate Services Provider may agree with the Funding 1 Security Trustee to provide certain other supplementary services which either of the Companies, the Funding 1 Security Trustee may from time to time request the Funding 1 Corporate Services Provider to carry out, or that the Funding 1 Corporate Services Provider deems necessary as being ancillary to the statutory duties of the Directors nominated by the Funding 1 Corporate Services Provider (**Additional Services**).

6. CONFIDENTIALITY

The Funding 1 Corporate Services Provider shall not, and hereby undertakes to procure that each person nominated or deemed to be nominated as director of either of the Companies by it pursuant to Clause 2 (Nomination of Directors Prior to Service of an Acceleration Notice) and any agent nominated by it pursuant to this Agreement shall not, and that the UK Share Trustee shall not (regardless of whether or not such person shall still be in office or is still a shareholder), at any time disclose to any person, firm or company whatsoever, and shall treat as confidential, any information relating to the business, finances or other matters of Alliance & Leicester, or either of the Companies, which such person may have obtained as a result of (in the case of the Funding 1 Corporate Services Provider) its role under this Agreement or as employer or principal to any such director, shareholder or agent and (in the case of any such director, shareholder or agent) his or its position as director, shareholder or agent of either of the Companies, or otherwise have become possessed, and the Funding 1 Corporate Services Provider shall use its best endeavours to prevent any such disclosure, provided however that the provisions of this Clause 6 shall not apply:

- (a) to the disclosure of any information already known to the recipient otherwise than as a result of a breach of this Clause 6;
- (b) to the disclosure of any information which is or becomes public knowledge otherwise than as a result of such disclosure being made in breach of this Clause 6, or as a result of the unauthorised or improper conduct of the recipient;
- (c) to the extent that disclosure is required pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including, without limitation, any official bank examiners or regulators or the Financial Services Authority in its capacity as the UK Listing Authority);

- (d) to the disclosure of any information to professional advisers to, or agents of, the Funding 1 Corporate Services Provider, Alliance & Leicester or any of the Rating Agencies who receive the same under a duty of confidentiality;
- (e) to the disclosure of any information with the consent of all the parties hereto;
- (f) to the disclosure of any information in respect of either of the Companies to the Funding 1 Security Trustee; and
- (g) to disclosure on behalf of either of the Companies of any information required by the terms of any Transaction Documents to which either of the Companies is now or becomes a party, to the persons to whom such disclosure is required by the terms of the relevant Issuer Transaction Document,

and the Funding 1 Corporate Services Provider hereby agrees to indemnify and hold harmless Alliance & Leicester, the Funding 1 Security Trustee and each of the Companies on an after tax basis for all losses, damages, expenses, costs, claims and charges arising from or caused by any disclosure of information by any of the Funding 1 Corporate Services Provider or any agent appointed by it or any director nominated or deemed to be nominated by it or any agent appointed by it, which disclosure is made contrary to the provisions of this Clause 6.

Upon termination of this Agreement pursuant to Clause 12 (Termination), the UK Share Trustee, the Funding 1 Corporate Services Provider, any of its agents and each person nominated or deemed nominated by the Funding 1 Corporate Services Provider as Director of either of the Companies (regardless of whether or not such a person shall still be in office) shall forthwith deliver (and in the meantime hold on trust for, and to the order of Alliance & Leicester) to Alliance & Leicester, or as Alliance & Leicester shall direct, the information described in this Clause 6 in their possession or under their control howsoever held.

7. REMUNERATION, COSTS AND EXPENSES

Until termination of this Agreement pursuant to Clause 12 (Termination), the Funding 1 Corporate Services Provider shall be entitled to remuneration under this Agreement in accordance with a fee letter of even date hereof (the **Funding 1 Corporate Services Fee Letter**).

The remuneration payable pursuant to this Clause 7 shall be borne by Funding 1 and payable in accordance with the terms of the Funding 1 Corporate Services Fee Letter.

Each of the Companies, the UK Share Trustee and the Funding 1 Security Trustee agree that the Funding 1 Corporate Services Provider is not required to advance, expend or use its own funds or otherwise incur any liability on its own account in the provision of the Corporate Services or the Additional Services.

Subject to the timely receipt of funds from Funding 1, the Funding 1 Corporate Services Provider undertakes, if requested, to pay in a timely manner, on behalf of each of the Companies, all operational costs incurred by each of the Companies in relation to this Agreement.

Such operational costs shall include legal and auditor's fees, telex, stationery, facsimile and telephone costs and other fees or expenses payable to administer each of the Companies and to maintain that each of the Companies is in existence and duly registered.

8. ENGAGEMENT OF THIRD PARTIES

The Funding 1 Corporate Services Provider may appoint agents to perform any of the duties to be performed by the Funding 1 Corporate Services Provider, provided that the Funding 1 Corporate Services Provider remains liable for the performance of any duties by any agent as if such duty had been performed by the Funding 1 Corporate Services Provider itself.

The Funding 1 Corporate Services Provider shall not be liable for any loss to Funding 1 or Holdings arising from the negligence, fraud or wilful misconduct of any delegate appointed pursuant to this Clause 8 in the event that the relevant Company has given its written consent to such appointment, except to the extent such loss is caused by the gross negligence, wilful default, dishonesty, breach of duty or fraud of the Funding 1 Corporate Services Provider.

9. COVENANTS BY HOLDINGS

9.1 Dealing in shares

Holdings will not sell, charge, exchange, transfer or otherwise deal in the shares which it holds in Funding 1 at any time prior to the Final Repayment Date of any Loan Tranche advanced under the Issuer Intercompany Loan Agreement or any New Intercompany Loan Agreement relating to Funding 1 without the prior written consent of the Funding 1 Security Trustee.

9.2 Financial indebtedness

- (a) Except as provided for in the Transaction Documents, Holdings will not incur any indebtedness.
- (b) Paragraph (a) above does not apply to any indebtedness incurred under the Transaction Documents.

9.3 Lending and guarantees

- (a) Holdings will not make any loan or provide any form of credit to any person.
- (b) Holdings will not give any guarantee or indemnity to or for the benefit of any person in respect of any obligation of any other person or enter into any document under which Holdings assumes any liability of any other person.

9.4 Separateness Covenants

Unless otherwise provided for in a Transaction Document, Holdings will:

- (a) keep its own books, records and accounts separate from the books and records of any other person or entity;
- (b) not commingle its assets with the assets of any other person or entity;
- (c) conduct its own business and enter into contracts in its own name;
- (d) observe all corporate formalities appropriate to its jurisdiction of incorporation, its memorandum and articles of incorporation and its corporate status;
- (e) maintain an arm's length relationship with its affiliates;

- (f) pay its own liabilities out of its own funds; and
- (g) use reasonable endeavours to correct any known misunderstanding regarding its status as a separate entity.

9.5 Change of business

- (a) Holdings will not, and will procure that no company that it controls will, undertake any transactions other than those contemplated under the Transaction Documents.
- (b) Holdings will not be a member of any value added tax group.

9.6 Mergers

Holdings will not, without the consent of the Issuer Security Trustee and/or the Issuer Note Trustee and/or any New Issuer Security Trustee and/or New Issuer Note Trustee (as applicable), enter into any amalgamation, demerger, merger or reconstruction.

9.7 Acquisitions

Holdings will not, without the consent of the Issuer Security Trustee and or the Issuer Note Trustee and/or any New Issuer Security Trustee and/or New Issuer Note Trustee (as applicable), make any acquisition or investment other than its acquisition of post-enforcement call options.

9.8 Other Contracts

Holdings will not enter into any contract other than the Transaction Documents.

9.9 Tax Residence

Holdings will ensure that it is and remains solely resident in the United Kingdom for tax purposes.

9.10 Centre of Main Interests

Holdings will not cause or allow its registered office or centre of main interests to be in or maintain an establishment in any jurisdiction other than England.

10. UNDERTAKINGS BY FUNDING 1

Funding 1 hereby undertakes to:

- (a) hold all of its board meetings in the UK;
- (b) ensure all of its directors are and will remain resident in the UK (and not in any other jurisdiction) for UK tax purposes;
- (c) ensure that Funding 1 is centrally managed and controlled in the UK for UK tax purposes; and
- (d) adopt and maintain a basis of accounting which satisfies the definition of "UK generally accepted accounting practice" contained in Section 50 of the Finance Act 2004 in respect of its loan relationships and its derivative contracts.

11. INDEMNITY

The Companies shall, on written demand of the Funding 1 Corporate Services Provider, indemnify and hold harmless the Funding 1 Corporate Services Provider and any officer provided by the Funding 1 Corporate Services Provider and any of the directors, officers, employees and agents of the Funding 1 Corporate Services Provider at the time of such demand, against any liabilities, actions, proceedings, claims or demands whatsoever which it or any of them may incur or be subject to in direct consequence of this Agreement or as a direct result of the performance of the functions and obligations provided for under this Agreement except as a result of:

- (a) a breach by the Funding 1 Corporate Services Provider of this Agreement; or
- (b) the gross negligence, wilful default, dishonesty or fraud of the Funding 1 Corporate Services Provider, any officer which is provided by the Funding 1 Corporate Services Provider or any of the directors, officers, employees or agents of the Funding 1 Corporate Services Provider, as the case may be.

This indemnity shall expressly inure to the benefit of any director, officer, employee or agent existing or future of the Funding 1 Corporate Services Provider. The termination of this Agreement shall not affect the rights and obligations of the parties arising under this Clause 11 (Indemnity) prior to such termination.

12. TERMINATION

- (a) In respect of rights and obligations relating to each of the Companies under this Agreement, such rights and obligations shall terminate automatically on the date falling 90 days after all Funding 1 Secured Obligations are discharged in full.
- (b) This Agreement shall terminate automatically on the date falling 90 days after the termination of the Mortgages Trust Deed.
- (c) Notwithstanding Clauses 12(a) and 12(b), each of the Companies may terminate the appointment of its directors or any of them at any time in accordance with the provisions set down in their respective Articles of Association.
- (d) The Funding 1 Corporate Services Provider may terminate this Agreement by not less than 90 days' prior written notice to each of the parties to this Agreement provided that the Funding 1 Corporate Services Provider shall use reasonable endeavours to procure the services of another person to provide corporate services substantially similar to the Corporate Services. Such termination shall take effect on the date of expiry of the notice or such longer period as the parties may agree.

13. NON-ASSIGNMENT

The rights and obligations of the parties hereto are personal and, save in the case of Funding 1 in accordance with the Funding 1 Deed of Charge, shall not be capable of assignment, except with the consent of the Funding 1 Security Trustee.

14. PERMITTED ENFORCEMENT

Save as permitted by the Funding 1 Deed of Charge, each of Alliance & Leicester and the Funding 1 Corporate Services Provider agree with each of the Companies that it shall not take any steps for the purpose of recovering any sum under or in connection with this Agreement and shall not in any event take any steps to procure the winding-up, administration (including, for the avoidance of

doubt, the filing of documents with the court or the service of a notice of intention to appoint an administrator) or liquidation of either of the Companies on any account whatsoever.

15. THE FUNDING 1 SECURITY TRUSTEE

The Funding 1 Security Trustee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights under this Agreement but shall have no obligation or liability whatsoever to the Funding 1 Corporate Services Provider or the Companies under or arising from or by virtue of the Funding 1 Security Trustee joining as a party to this Agreement.

16. NOTICES

Any notices to be given pursuant to this Agreement to any of the parties hereto shall be sufficiently served if sent by prepaid first class post or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched or (in the case of first class post) when it would be received in the ordinary course of the post and shall be sent:

- (a) in the case of Alliance & Leicester to: Alliance & Leicester plc, Carlton Park, Narborough, Leicester LE19 0AL (facsimile number +44 (0) 870 907 2277) for the attention of the Group Treasurer;
- (b) in the case of Holdings to: 35 Great St. Helen's, London EC3A 6AP (facsimile number +44 (0) 20 7398 6325) for the attention of the Directors;
- (c) in the case of the Funding 1 Corporate Services Provider to: 35 Great St. Helen's, London EC3A 6AP (facsimile number +44 (0)20 7398 6325) for the attention of the Directors;
- (d) in the case of Funding 1 to: c/o Structured Finance Management Limited, 35 Great St. Helen's, London EC3A 6AP (facsimile number +44 (0) 20 7398 6325) for the attention of the Directors; and
- (e) in the case of the Funding 1 Security Trustee to: Citicorp Trustee Company Limited Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number +44 (0)20 7508 3872/3878) for the attention of Agency and Trust,

or to such other address or facsimile number or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice in accordance with the provisions of this Clause 16.

17. AMENDMENTS, WAIVERS AND CONSENTS

- 17.1** Subject to the Funding 1 Deed of Charge, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by (or by some person duly authorised by) each of the parties to this Agreement. In the case of a waiver, such waiver shall be effective only in the specific instance and as against the party or parties giving it for the specific purpose for which it is given. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.
- 17.2** It is hereby acknowledged and agreed that Funding 1 and the Funding 1 Security Trustee will each exercise all rights, powers, benefits duties, functions and/or discretions conferred on it under this Agreement (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination hereunder) in accordance with and subject to the provisions of the Funding 1 Deed of Charge.

18. INVALIDITY

The invalidity or enforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder.

19. NON-EXCLUSIVE APPOINTMENT

The Funding 1 Corporate Services Provider shall be entitled to provide services of a like nature to those to be provided by the Funding 1 Corporate Services Provider under this Agreement to any other person. The Funding 1 Corporate Services Provider shall not be deemed to be affected with notice of or to be under any duty to disclose to the Companies any fact or matter which may come to the notice of the Funding 1 Corporate Services Provider or any employee in the course of the Funding 1 Corporate Services Provider rendering similar services to other persons in the course of business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its duties hereunder.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21. COUNTERPARTS AND SEVERABILITY

21.1 This Agreement may be executed in any number of counterparts (manually or by facsimile), and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

21.2 Where any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations under this Agreement, or of such provisions or obligations in any other jurisdiction, shall not be affected or impaired thereby.

22. NON-PETITION AND LIMITED RECOURSE

22.1 The parties to this Agreement hereby acknowledge and agree that they are bound by Clause 5.3 (No enforcement by Funding 1 Secured Creditors) of the Funding 1 Deed of Charge and, except as provided therein, they will not take any steps or proceedings to procure the winding up, administration or liquidation of Funding 1 and they will not take any other steps or action against Funding 1 for the purpose of recovering any of the amounts owing to them pursuant to this Agreement (including by exercising any rights of set-off) or enforcing any rights arising out of this Agreement.

22.2 The parties to this Agreement hereby acknowledge and agree that all obligations of Funding 1 in respect of amounts owing to them pursuant to this Agreement are subject to the terms of Clause 5.4 (Limited recourse) of the Funding 1 Deed of Charge.

23. GOVERNING LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of England.

24. SUBMISSION TO JURISDICTION

Each party to this Agreement hereby irrevocably submits to the non-exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first mentioned above.

SIGNATORIES

Funding 1 Corporate Services Provider

SIGNED by)
for and on behalf of)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)



UK Share Trustee

SIGNED by)
for and on behalf of)
SFM CORPORATE SERVICES)
LIMITED)



Holdings

SIGNED by SFM Directors Limited, as Director)
for and on behalf of)
LANGTON SECURITIES)
HOLDINGS LIMITED)



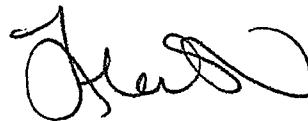
Funding 1

SIGNED by SFM Directors Limited, as Director)
for and on behalf of)
LANGTON FUNDING (NO. 1))
LIMITED)



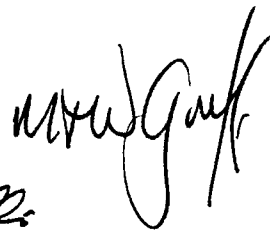
Funding 1 Security Trustee

SIGNED by)
for and on behalf of)
CITICORP TRUSTEE)
COMPANY LIMITED)
by its duly authorised signatory)



Alliance & Leicester

SIGNED by
as attorney for and on behalf of
ALLIANCE & LEICESTER PLC

)
)
)


Witness's Signature: 

Name: **STEPHANIA PULLIN**

Address:
ALLEN & OVERY LLP
40 Bank Street
Canary Wharf
London E14 5DU