

Dated 12 April 2006

**NOTE PURCHASE AGREEMENT**

between

**LANSDOWNE MORTGAGE SECURITIES No. 1 p.l.c.**

**START MORTGAGES LIMITED**

**START FUNDING No. 1 LIMITED**

**START DACS 1 LIMITED**

**BARCLAYS BANK PLC**

**McCann FitzGerald**  
Solicitors  
2 Harbourmaster Place  
International Financial Services Centre  
Dublin 1  
AJF\1169053.11

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**THIS AGREEMENT** is made on 12 April 2006 between the following parties:

- (1) **LANSDOWNE MORTGAGE SECURITIES No. 1 p.l.c.**, a public limited company incorporated in Ireland (registered number 416277) whose registered office is at Unit 5, Manor Street Business Park, Dublin 7, Ireland (the "**Issuer**");
- (2) **START FUNDING No. 1 LIMITED**, a private limited company incorporated in Ireland (registered number 392729) whose registered office is at 4 Percy Place, Dublin 4, Ireland ("**SF1**");
- (3) **START MORTGAGES LIMITED**, a private limited company incorporated in Ireland (registered number 391445) whose registered office is at 4 Percy Place, Dublin 4, Ireland ("**SML**");
- (4) **START DACS 1 LIMITED**, a private limited company incorporated in Ireland (registered number 417730) whose registered office is at 4 Percy Place, Dublin 4, Ireland ("**DACS 1**"); and
- (6) **BARCLAYS BANK PLC**, a company incorporated under the laws of England under registered number 1026167 acting through its office at 5 The North Colonnade, London E14 4BB, United Kingdom ("**Barclays**" in its capacities as lead manager, the "**Lead Manager**" and stabilising manager, the "**Stabilising Manager**").

**WHEREAS:**

- (A) The Issuer, SF1, SML, DACS 1 and the Lead Manager wish to record the arrangements agreed between them in relation to an issue (the "**Issue**") and subscription of the €75,000,000 Class A1 Mortgage Backed Floating Rate Notes due 2016 (the "**Class A1 Notes**"), the €258,000,000 Class A2 Mortgage Backed Floating Rate Notes due 2045 (the "**Class A2 Notes**" and together with the Class A1 Notes, the "**Class A Notes**"), the €50,000 Class X Mortgage Backed Fixed Rate Note due 2045 (the "**Class X Note**"), the €13,850,000 Class M1 Mortgage Backed Floating Rate Notes due 2045 (the "**Class M1 Notes**"), the €9,250,000 Class M2 Mortgage Backed Floating Rate Notes due 2045 (the "**Class M2 Notes**" and together with the Class M1 Notes, the "**Class M Notes**"), the €11,100,000 Class B1 Mortgage Backed Floating Rate Notes due 2045 (the "**Class B1 Notes**"), the €2,800,000 Class B2 Mortgage Backed Floating Rate Notes due 2045 (the "**Class B2 Notes**" and, together with the Class B1 Notes, the "**Class B Notes**" and, together with the Class A Notes and the Class M Notes, the "**Relevant Notes**") and the €6,250,000 Class C Mortgage Backed Floating Rate Notes due 2045 (the "**Class C Notes**" and together with the Relevant Notes and the Class X Notes, the "**Notes**"). The Notes are described in the final prospectus of even date herewith issued by the Issuer (the "**Prospectus**").
- (B) By a further note purchase agreement of even date herewith (the "**Class C Note and Class X Note Purchase Agreement**") between, *inter alios*, the Issuer and DACS 1, DACS 1 has agreed to purchase the Class C Notes and the Class X Note upon the terms and subject to the conditions therein contained.
- (C) The Notes are to be initially offered and sold outside the United States to non-US persons pursuant to Regulation S under the Securities Act.

- (D) As security for the payment of all moneys payable under the Notes and otherwise, the Issuer will on the Initial Issue Date enter into a deed of charge and assignment (the "**Deed of Charge**") between, *inter alios*, the Issuer and the Trustee (as defined below) pursuant to which the Notes will be secured by, *inter alia*, a first fixed charges and mortgages over the Loans and their Collateral Security.
- (E) The Class A Notes will be secured by the same security that will secure the Class X Note, the Class M Notes, the Class B Notes and the Class C Notes although, upon enforcement, the Class A Notes will rank in priority to the Class X Note, the Class M Notes, the Class B Notes and the Class C Notes, in point of security as further described in the terms and conditions of the Notes.
- (F) The Notes will be constituted by, issued subject to, and have the benefit of a trust deed (the "**Trust Deed**") expected to be dated the Initial Issue Date, to which will be scheduled, *inter alia*, the forms of the Global Notes. The Trust Deed will be entered into by the Issuer and Capita Trust Company Limited, as trustee for the holders of the Notes from time to time (the "**Trustee**").
- (G) The Issuer will, in relation to the Notes, enter into a paying agency agreement expected to be dated the Initial Issue Date (the "**Paying Agency Agreement**") with HSBC Bank plc, London Branch, as principal paying agent, and the other paying agents referred to therein (together the "**Paying Agents**") and the Trustee.
- (H) The Loans have been originated by SML under an agency origination programme whereby SML originates loans on behalf of SF1. DACS 1 will contract to purchase the Loans pursuant to a mortgage sale agreement entered into on or before the Initial Issue Date (the "**SF1/DACS 1 Mortgage Sale Agreement**"). DACS 1 will contract to sell the Loans to the Issuer pursuant to a mortgage sale agreement entered into on or before the Initial Issue Date (the "**DACS 1/Issuer Mortgage Sale Agreement**", together with the SF1/DACS 1 Mortgage Sale Agreement, the "**Mortgage Sale Agreements**"). The Issuer will use the proceeds of the Notes towards, *inter alia*, such purchase from DACS 1 of the Loans, completion of such purchase to be implemented in accordance with the DACS 1/Issuer Mortgage Sale Agreement.
- (I) In this Agreement, any reference to the "listing" of Notes following admission to the official list (the "**Official List**") of the Irish Stock Exchange Limited (the "**Irish Stock Exchange**"), includes admission to trading on the regulated market of the Irish Stock Exchange.
- (J) Save as otherwise defined herein, any symbol or capitalised term used in this Agreement (including the recitals) shall have the same meaning as is given to it in the draft of the master definitions schedule dated the date hereof and initialled for purposes of identification by the parties hereto (the "**Master Definitions Schedule**") and the Principles of Construction contained in the Master Definitions Schedule shall be expressly and specifically incorporated into this Agreement. In the event of a conflict between the provisions of this Agreement and the Master Definitions Schedule, the provisions of the Agreement shall prevail.
- (K) References to the parties include references to their successors, including, without limitation, an entity which assumes the rights and obligations of the relevant party by operation of the law of the jurisdiction of incorporation or domicile of such party.

## 1. ISSUE OF THE NOTES AND PUBLICITY

### 1.1 Agreement to Issue

The Issuer agrees to issue the Relevant Notes to the Lead Manager or to such party as the Lead Manager may direct on the Initial Issue Date. The Relevant Notes will (subject to Clause 3.2) be subscribed by the Lead Manager on the Initial Issue Date at a price (in each case, the "**Selling Price**") equal to:

- (a) in the case of the Class A Notes 100 per cent. of their principal amount;
- (b) in the case of the Class M Notes, 100 per cent. of their principal amount; and
- (c) in the case of the Class B Notes, 100 per cent. of their principal amount,

of the aggregate principal amount outstanding of the relevant class of Notes less fees and commissions, as referred to in Clause 10 and the expenses referred to in Clause 11, on the Initial Issue Date.

### 1.2 The Notes

The Issuer will, not later than the Initial Issue Date, enter into (and provide the Lead Manager with a copy of) (a) the Trust Deed, (b) the Paying Agency Agreement and (c) the Deed of Charge each substantially in the form of the draft signed for identification by McCann FitzGerald and Matheson Ormsby Prentice at the date hereof. The Notes will be issued in accordance with the terms of the Trust Deed and will be in the respective forms set out in the First Schedule thereto. This Agreement, the Paying Agency Agreement, the Trust Deed and the Deed of Charge, together with the documents referred to in Schedule 2 hereto and including any documents ancillary thereto, are together referred to as the "**Relevant Documents**".

### 1.3 Prospectus

The Issuer confirms that it has prepared a preliminary prospectus dated 24 March 2006 (the "**Preliminary Prospectus**") and a final prospectus dated 12 April 2006 (the "**Prospectus**", which expression shall include any amendment or supplement prepared pursuant to Clause 7.1(f), for use in connection with the issue of the Notes) and hereby authorises the Lead Manager to distribute copies of the Prospectus, copies of the Preliminary Prospectus having already been distributed with the consent of the Issuer.

### 1.4 Publicity

The Issuer confirms the arrangements made on its behalf by the Lead Manager for announcement in respect of the Notes to be published on such dates and in such newspapers or other publications as it may agree with the Lead Manager.

## 2. STABILISATION

- 2.1 In connection with the issue of the Relevant Notes, the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) may over-allot the Relevant Notes (provided that the aggregate principal amount of the Relevant Notes allotted

does not, in each case, exceed 105 per cent. of the aggregate principal amount of the relevant class of Notes) or effect transactions with a view to supporting the market price of the Relevant Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the Initial Issue Date and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Relevant Notes and 60 days after the date of the allotment of the Relevant Notes.

- 2.2 Any loss or profit sustained as a consequence of any over-allotment or stabilising will be for the account of the Stabilising Manager.
- 2.3 If the Stabilising Manager, in connection with the distribution of the Relevant Notes, undertakes any action in respect of the Relevant Notes which falls within the definition of "stabilisation" and/or "ancillary stabilisation" set out in Commission Regulation (EC) No 2273/2003 of 22 December 2003, then it shall not in doing so be deemed to act as an agent of the Issuer.
- 2.4 The Stabilising Manager shall be responsible for making all required announcements in relation to any stabilisation or ancillary stabilisation action taken in respect of the Relevant Notes.
- 2.5 The Stabilisation Manager acknowledges that the Issuer has authorised:
  - (a) the issue of Class A1 Notes in an aggregate principal amount not exceeding €75,000,000;
  - (b) the issue of Class A2 Notes in an aggregate principal amount not exceeding €258,000,000;
  - (c) the issue of a Class X Note in an aggregate principal amount not exceeding €50,000;
  - (d) the issue of Class M1 Notes in an aggregate principal amount not exceeding €13,850,000;
  - (e) the issue of Class M2 Notes in an aggregate principal amount not exceeding €9,250,000;
  - (f) the issue of Class B1 Notes in an aggregate principal amount not exceeding €11,100,000;
  - (g) the issue of Class B2 Notes in an aggregate principal amount not exceeding €2,800,000; and
  - (h) the issue of Class C Notes in an aggregate principal amount not exceeding €6,250,000.

### 3. **AGREEMENT BY THE LEAD MANAGER**

#### 3.1 **Subscription and Sale**

The Lead Manager agrees to subscribe and pay for the Relevant Notes at the respective Selling Price on the Initial Issue Date on the terms of this Agreement.

#### 3.2 **Conditions**

The obligations of the Lead Manager in Clause 3.1 are conditional upon (a) the subscription of the Class X Note and the Class C Notes by DACS 1 under and in accordance with the terms of the Class X Note and Class C Note Purchase Agreement and (b) the satisfaction of the conditions precedent in Clause 8.1 (or the appropriate waiver being given pursuant to Clause 8.2) of this Agreement.

#### 3.3 **Restrictions**

The Lead Manager represents, warrants and agrees in the terms set out in Schedule 1 hereto.

### 4. **LISTING**

#### 4.1 **Application for Listing**

The Issuer confirms that it has made, or has caused to be made, an application for the Notes to be admitted to the Official List of the Irish Stock Exchange and to trading on the regulated market of the Irish Stock Exchange.

#### 4.2 **Supply of Information**

The Issuer agrees to comply with applicable listing rules and to take such other steps as may be required for the purpose of obtaining a listing of the Notes on the Official List and admission to trading of such Notes on the regulated market of the Irish Stock Exchange.

#### 4.3 **Maintenance of Listing**

The Issuer will use all reasonable endeavours to obtain and maintain such listing for as long as any Notes are outstanding. If, however, it is unable to do so, having used such endeavours, or if the maintenance of such listing is unduly onerous, the Issuer will instead use all reasonable endeavours to obtain and maintain a listing for the Notes on such other stock exchange as it may (with the approval of the Lead Manager) decide or, in the absence of any such decision, as the Lead Manager may determine.

### 5. **REPRESENTATIONS AND WARRANTIES OF THE ISSUER**

The Issuer represents and warrants as at the date hereof to the Lead Manager that:

- (a) **Incorporation:** it is duly incorporated and validly existing under the laws of Ireland, with full power and authority to conduct its business as described in

the Prospectus, and is lawfully qualified to do business in those jurisdictions in which business is conducted by it;

- (b) **Validity of Contracts:** this Agreement has been duly authorised, executed and delivered by the Issuer and constitutes, and the other Relevant Documents to which it is a party have been, or will be on or before the Initial Issue Date, duly authorised, executed and delivered by the Issuer and on the Initial Issue Date will constitute, valid, legally binding and enforceable obligations of the Issuer;
- (c) **Validity of Notes:** the Notes have been or will be on or before the Initial Issue Date duly authorised by the Issuer and, when duly executed, authenticated, issued and delivered in accordance with the terms of the Trust Deed and the Paying Agency Agreement will constitute valid, legally binding and enforceable obligations of the Issuer;
- (d) **Consents:** no action or thing is required to be taken or done (including without limitation the obtaining of any consent or licence or the making of any filing or registration) for the issue of the Notes, the carrying out of other transactions contemplated by the Relevant Documents to which it is a party or the compliance by the Issuer with the terms of the Notes and the Relevant Documents to which it is a party as the case may be, except for those which have been, or will prior to the Initial Issue Date be, taken or done and are, or will on the Initial Issue Date be, in full force and effect;
- (e) **Compliance:** the execution and delivery of the Relevant Documents to which the Issuer is a party, the issue of the Notes, the carrying out of the other transactions contemplated by the Relevant Documents to which the Issuer is a party and compliance with their terms do not and will not (i) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, the documents constituting the Issuer or any indenture, trust deed, mortgage or other agreement or instrument to which the Issuer is a party or by which it or any of its properties or assets is bound, or (ii) infringe any existing applicable law, rule, regulation, judgement, order or decree of any government body or court or regulatory body, domestic or foreign, having jurisdiction over the Issuer or any of its properties or assets;
- (f) **Prospectus:** in each case as at their respective date, (i) the Prospectus and the Preliminary Prospectus contains all information with respect to the Issuer and the Notes which is material in the context of the issue and offering of the Notes and the information which, according to the particular nature of the Issuer and of the Notes, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and of the rights attaching to the Notes; (ii) the statements contained in the Prospectus and the Preliminary Prospectus are in every material respect true and accurate and not misleading; (iii) the opinions and intentions expressed in the Prospectus and the Preliminary Prospectus with regard to the Issuer are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions; (iv) there are no other facts the omission of which would make any statement in the Prospectus and the Preliminary Prospectus



misleading in any material respect; and (v) all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements, provided that the representations and warranties in this Clause 5(f) are qualified in respect of the Preliminary Prospectus with regard to any information which is deliberately marked blank or in so far as the information contained therein has been amended, supplemented and deleted in the Prospectus;

- (g) **Listing:** The Prospectus (i) has been approved by the Irish Financial Services Regulatory Authority (the "**Financial Regulator**") as a prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") and (ii) has been published or will be published in accordance with Article 14 of the Prospectus Directive and Regulation 44 of the Prospectus (Directive 2003/71/EC) Regulations 2005;
- (h) **Financial Condition:** there has been no change nor any development or event involving a prospective change which is materially adverse to the condition (financial or other), prospects, results of operations or general affairs of the Issuer, (except as otherwise disclosed in the Prospectus). The Issuer has not (other than as set out in the Prospectus) made up any accounts and has neither paid any dividends nor made any distributions since its incorporation;
- (i) **Litigation:** there are no pending actions, suits or proceedings against or affecting the Issuer which, if determined adversely to the Issuer, would individually or in the aggregate have an adverse effect on the condition (financial or other), prospects, results or operations or general affairs of the Issuer, or would adversely affect the ability of the Issuer to perform its obligations under the Relevant Documents to which it is a party or the Notes or which are otherwise material in the context of the issue of the Notes and, to the best of the Issuer's knowledge, no such actions, suits or proceedings are threatened or contemplated;
- (j) **Events of Default:** no event has occurred or circumstance arisen which, had the Notes already been issued, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute an event of default under the Notes;
- (k) **No Activities:** the Issuer has not engaged in any activities since its incorporation other than (i) those incidental to registration under the Companies Acts 1963 to 2005 and other appropriate corporate steps; (ii) the approval of the Relevant Documents to which it is a party and this Agreement; (iii) the activities referred to or contemplated in the Relevant Documents, in the Prospectus or in this Agreement which relate to it; and (iv) the authorisation and issue by it of the Notes and the authorisation by it of the application on its behalf for the Notes to be admitted to the Official List and trading on the regulated market of the Irish Stock Exchange;
- (l) **Beneficial Owner:** at the Initial Issue Date and assuming Completion, the Issuer will be the beneficial owner of the Loans acquired by it pursuant to the DACS 1/Issuer Mortgage Sale Agreement;

- (m) **No Prior Security:** save as set out in any of the Relevant Documents, there exists no mortgage, lien, pledge or other charge on or over the assets of the Issuer which would rank in priority to or *pari passu* with the security for the Notes;
- (n) **No Subsidiaries:** the Issuer has no subsidiaries within the meaning of Section 155 of the Companies Act, 1963;
- (o) **Employees:** the Issuer does not have any employees;
- (p) **Security for the Notes:** the Notes and the obligations of the Issuer under the Trust Deed will be secured in the manner provided in the Deed of Charge and with the benefit of the charges, covenants and other security provided for therein including, without limitation:
  - (i) a first fixed charge and mortgage in favour of the Trustee over the Issuer's present and future right, title, interest and benefit in, to and under the Loans, the Mortgages and certain other collateral security relating to the Loans (the Mortgages together with such collateral security being the "**Collateral Security**");
  - (ii) an assignment by way of security in favour of the Trustee of the Issuer's present and future right, title, interest and benefit in, to and under the Title Insurance Policy to the extent that it relates to the Loans;
  - (iii) an assignment by way of security in favour of the Trustee of the Issuer's present and future right, title, interest and benefit in, to and under the Master Securitisation Agreement, the Mortgage Administration Agreement, the Mortgage Management Agreement, the Cash Management Agreement, the DACS 1/Issuer Mortgage Sale Agreement, the Guaranteed Investment Contract, the Fixed Rate Swap Agreement, the Interest Rate Cap Agreement, the Basis Swap Agreement, the Bank Agreement, the Liquidity Facility Agreement, the Collection Account Declaration of Trust, the Paying Agency Agreement and the Standby Cash Management Agreement (the "**Charged Obligation Documents**");
  - (iv) a first fixed charge in favour of the Trustee over the Issuer's present and future right, title, interest and benefit in, to and under the Bank Accounts;
  - (v) a first fixed charge and assignment by way of security in favour of the Trustee over the Issuer's present and future right, title, interest and benefit in, to and under any Authorised Investments; and
  - (vi) a first floating charge in favour of the Trustee over the whole of the undertaking, property, assets and rights of the Issuer not effectively charged and/or assigned by way of fixed security pursuant to paragraphs (i) to (v) above (together with the security interests referred to in (i) to (v) above, the "**Security**").

- (q) **Capitalisation:** the authorised share capital of the Issuer is €40,000 consisting of 40,000 shares of €1 each. The issued share capital consists of 40,000 shares of €1 each, fully paid up;
- (r) **Benefit of Security:** the creation by the Issuer of any security over its undertaking and assets in accordance with the terms of the Deed of Charge will not render the Issuer liable to offer or extend the benefit of such security to any persons other than the Trustee (as trustee on behalf of the creditors secured pursuant to the Deed of Charge);
- (s) **Investment Company:** the Issuer is not, and upon the issuance and sale of the Notes and the application of the net proceeds therefrom as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the United States Investment Company Act of 1940, as amended;
- (t) **General Solicitation:** none of the Issuer or its affiliates, as such term is defined in Rule 501(b) of Regulation D ("**Regulation D**") under the Securities Act (the "**Affiliates**"), or any person acting on any of their behalf has: (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) under circumstances that would require the registration under the Securities Act of the Notes; or (ii) engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) in connection with the offering of the Notes or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act;
- (u) **U.S. Trust Indenture Act of 1939:** subject to compliance by the Lead Manager with the representations set forth in Schedule 1 hereto, it is not necessary in connection with the offer, sale and delivery of the Relevant Notes to the Lead Manager and to each subsequent purchaser in the manner contemplated by this Agreement and the Prospectus, to register the Notes under the Securities Act or to qualify the Trust Deed under the United States Trust Indenture Act of 1939, as amended;
- (v) **Regulation S:** with respect to any Notes sold in reliance on Regulation S, (a) none of the Issuer or its Affiliates or any person acting on any of their behalf has engaged or will engage in any "directed selling efforts" within the meaning of Regulation S and (b) each of the Issuer and its Affiliates and any person acting on any of their behalf has complied and will comply with the "offerings restrictions" requirement of Regulation S;
- (w) **Solvency:** it is able to pay its debts as they fall due and will not become unable to do so in consequence of the execution by it of the Relevant Documents to which it is a party and the performance by it of the transactions envisaged herein and thereby, and there exists in relation to the Issuer no court order or effective resolution for the liquidation, court protection, examinership, winding up or bankruptcy of the Issuer, nor, to the best of its knowledge and belief, having made all reasonable enquiries, have any other steps been taken or legal proceedings been started against it for its winding up, dissolution, arrangement, reconstruction, suspension of payments, bankruptcy

or reorganisation or for the appointment of a liquidator, receiver, examiner administrator, administrative receiver or similar officer of it or of any of its assets or revenues;

- (x) **No Filing:** under the laws of Ireland in force as at the date of making this representation, it is not necessary that this Agreement be filed, recorded or enrolled with any court or other authority in Ireland, as the case may be, or that any stamp, registration or similar tax be paid on or in relation to this Agreement; and
- (y) **Price Stabilisation Rules:** the Issuer represents, warrants and undertakes to the Lead Manager that it has not issued and will not issue, without the prior consent of the Stabilising Manager, any communication to which MAR 2.3.5 EU of the price stabilising rules made under section 144(1) of the Financial Services and Markets Act 2000 applies unless that communication adequately discloses that stabilising action may take place in relation to the issue of the Relevant Notes in accordance with the requirements of MAR 2.3.5 EU.

## 6. REPRESENTATIONS AND WARRANTIES OF SF1, SML AND DACS 1

As a condition of the obligations of the Lead Manager hereunder, each of SF1, SML and DACS 1 represents and warrants to the Lead Manager as follows:

- (a) in each case as at their respective date, that the Prospectus and the Preliminary Prospectus contain all information with regard to it and the Loans and their Collateral Security which is material in the context of the issue of the Notes and that the statements contained therein relating to it and the Loans and their Collateral Security are true and accurate and not misleading in the context of the issue of the Notes and that there are no other facts in relation thereto the omission of which would, in the context of the issue of the Notes, make any statement in the Prospectus and the Preliminary Prospectus misleading and that all enquiries have been made by it to ascertain such facts and to verify the accuracy of all such statements, provided that the representations and warranties in this Clause 6(a) are qualified in respect of the Preliminary Prospectus with regard to any information which is deliberately marked blank or in so far as the information contained therein has been amended, supplement and deleted in the Prospectus;
- (b) that the execution of Relevant Documents to which it is a party and the performance of its duties and obligations in accordance with the terms thereof by it have been, or will be prior to the Initial Issue Date, duly authorised by it and that such Relevant Documents, upon their due execution, issue and delivery, will constitute legal, valid and binding obligations of it, enforceable in accordance with their respective terms;
- (c) that the execution and delivery by it of the Relevant Documents to which it is a party and the performance by it of its duties and obligations in accordance with the terms of such Relevant Documents do not and will not (i) infringe, conflict with or breach any existing law or regulation, (ii) breach or conflict with the provisions of its Memorandum and Articles of Association or (iii) breach the terms of, or constitute a default under, any instrument, deed,

document or agreement to which it is a party or by which it or any part of its properties or assets are bound;

- (d) that it is not involved in any litigation or arbitration proceedings relating to claims or amounts which are material in the context of the issue of the Notes nor, so far as it is aware, is any such litigation or arbitration pending or threatened;
- (e) that all consents and approvals of any court, government department or other regulatory body in any jurisdiction to which it is subject, required (i) for the execution and delivery by it of the Relevant Documents to which it is a party and the performance by it of the terms of such Relevant Documents and (ii) to carry on its business, have been obtained prior to the Initial Issue Date and are or will be in full force and effect prior to the Initial Issue Date;
- (f) that it is duly incorporated as a private company limited by shares in Ireland with full power and authority to conduct its business as described in the Prospectus and is not in liquidation or otherwise insolvent;
- (g) that any representations and warranties given or to be given by it in the Mortgage Sale Agreements are true and accurate; and
- (h) that the representations and warranties given by the Issuer in Clause 5 are true and accurate.

## 7. **UNDERTAKINGS BY THE ISSUER, SF1, DACS 1 AND SML**

7.1 Each of the Issuer, SF1, DACS 1 and SML jointly and severally undertakes to the Lead Manager that it will:

- (a) indemnify and hold harmless the Lead Manager (and each of its affiliates, officers, directors or employees and each person by whom it is controlled for the purposes of the Securities Act) from and against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees to the extent permitted by Clause 7.3 and any applicable value added tax) which it may incur as a result or arising out of or in relation to any inaccuracy or alleged inaccuracy contained in, or any breach or alleged breach of, any of the representations and warranties in Clauses 5 and 6 or any breach or alleged breach of any of the undertakings and agreements made in this Agreement or any failure to meet the conditions for issue of the Notes;
- (b) at any time prior to payment being made to the Issuer on the Initial Issue Date, unless the same is capable of remedy and is forthwith remedied, forthwith notify the Lead Manager of anything which has or would have rendered or will or would render untrue or incorrect in any material respect any of the representations and warranties in Clause 5 (in the case of the Issuer) or Clause 6 (in the case of SF1, SML and DACS 1) as if they had been made or given at such time with reference to the facts and circumstances then subsisting;

- (c) on or before the date hereof or the Initial Issue Date (as the case may be) execute each of the Relevant Documents (together with any other documents ancillary thereto) to which it is a party;
- (d) on the Initial Issue Date do all things within its power and required by it on such date under the terms of the Relevant Documents to which it is a party;
- (e) so long as any of the Notes are outstanding, furnish to the Lead Manager at the Lead Manager's request as soon as practicable after they become available, a copy of each and every report received by it from the Mortgage Administrator, the Cash Manager or the Mortgage Manager, as the case may be, pursuant to the Mortgage Administration Agreement, the Cash Management Agreement or the Mortgage Management Agreement, as the case may be, and a copy of such information as is provided or received by it, as the case may be, pursuant to the Mortgage Management Agreement;
- (f) if at any time prior to the Initial Issue Date any event within its knowledge shall have occurred as a result of which the Prospectus, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made when the Prospectus is delivered, not misleading or, if for any other reason it shall be necessary to amend or supplement the Prospectus, the Issuer, SF1 or SML (as appropriate) will notify the Lead Manager and, upon request from the Lead Manager, the Issuer will prepare and furnish without charge to the Lead Manager as many copies as the Lead Manager may from time to time reasonably request of any amended Prospectus or a supplement to the Prospectus which will correct such statement or omission;
- (g) not effect or enter into any transaction (in the open market or otherwise) or effect or enter into any other arrangements the object or effect of which would be to stabilise or maintain the market price of the Notes at levels other than those which might otherwise prevail in the open market; and
- (h) pay (i) any stamp, issue, registration, documentary or other taxes of a similar nature and duties, including interest and penalties, payable on or in connection with the creation, issue and offering of the Notes or the execution or delivery of the Relevant Documents; and (ii) in addition to any amount payable by it under this Agreement, any value added, turnover or similar tax payable in respect of that amount (and references in this Agreement to such amount shall be deemed to include any such taxes so payable in addition to it).

7.2 Each of the Issuer, SF1, DACS 1 and SML jointly and severally further undertakes to the Lead Manager as follows:

- (a) within 21 days after the Initial Issue Date, the Issuer shall deliver to the Registrar of Companies in Ireland particulars of the registerable charges constituted by the Deed of Charge for registration in accordance with Section 99 of the Companies Act 1963 (as amended) and shall forthwith upon receipt deliver a copy of the certificate of registration to the Lead Manager;

- (b) the Issuer will furnish to the Lead Manager on the date hereof without charge, such additional number of copies of the Prospectus as the Lead Manager may reasonably request;
  - (c) so long as any of the Notes shall be outstanding, the Issuer will furnish to the Lead Manager at the Lead Manager's request as soon as practicable after they become available three copies of its audited financial statements;
  - (d) so long as any of the Notes remains outstanding, the Issuer will furnish to the Lead Manager copies of each document filed by the Issuer with the Irish Stock Exchange and/or the Financial Regulator and copies of financial statements and other periodic reports that the Issuer may furnish generally to holders of its debt securities;
  - (e) from the date hereof to (and including) the Initial Issue Date, neither it nor any of its Affiliates shall, without the prior consent of the Lead Manager, make any public announcement which might reasonably be expected to have an adverse effect on the marketability of the Notes;
  - (f) neither it nor any of its Affiliates nor any person authorised to act on its behalf will indirectly or directly engage in any "directed selling efforts" with respect to the Notes to any U.S. Person (as defined in Regulation S) except pursuant to any exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;
  - (g) neither it nor any of its Affiliates nor any person authorised to act on its behalf will make offers or sales of any security or solicit offers to buy, or otherwise negotiate in respect of any security, under circumstances that would require the registration of the Notes under the Securities Act; and
  - (h) to maintain any consents and approvals of any court, government department or other regulatory body in any jurisdiction to which it is subject, required for the performance by it of the terms of the Relevant Document and to carry on its business.
- 7.3 If any claim, demand or action is brought or asserted in respect of which one or more persons (each an "**Indemnified Person**") is entitled to be indemnified by another person (the "**Indemnifier**") under Clause 7.1 (each a "**Claim**"), the following provisions shall apply:
- (a) **Notification:** each Indemnified Person shall promptly notify the Indemnifier upon becoming aware of a Claim (but failure to do so shall not relieve the Indemnifier from liability);
  - (b) **Assumption of defence:** the Indemnifier shall, unless the Indemnified Person is the Lead Manager and subject to Clause 7.4, be entitled to assume the defence of the relevant Claim including the retention of legal advisers approved by each Indemnified Person (which shall not be unreasonably withheld or delayed), subject to the payment by the Indemnifier of all legal and other expenses of such defence;

- (c) **Separate representation:** if the Indemnifier assumes the defence of the relevant Claim, each Indemnified Person shall be entitled to retain separate legal advisers and to participate in such defence but the legal or other expenses incurred in so doing shall, subject to Clause 7.4, be borne by such Indemnified Person unless the Indemnifier has specifically authorised such retention or participation.
- 7.4 Notwithstanding Clause 7.3, an Indemnified Person may retain separate legal advisers in each relevant jurisdiction and direct the defence of the relevant Claim and the Indemnifier shall reimburse such Indemnified Person for any legal or other expenses reasonably so incurred if:
  - (a) **Indemnifier's failure:** the Indemnifier (having assumed such defence) fails properly to make such defence or to retain for such purpose legal advisers approved by such Indemnified Person;
  - (b) **Conflict of interest:** such Indemnified Person has reasonably concluded that the use of any legal advisers chosen by the Indemnifier to represent such Indemnified Person would present such legal advisers with a conflict of interest; or
  - (c) **Different defences:** the actual or potential defendants in, or targets of, such Claim include both the Indemnifier and such Indemnified Person and such Indemnified Person has reasonably concluded that there are legal defences available to it which are different from or additional to those available to the Indemnifier.
- 7.5 The Indemnifier shall not, without the prior written consent of each Indemnified Person, settle or compromise, or consent to the entry of judgment with respect to, any pending or threatened Claim (irrespective of whether any Indemnified Person is an actual or potential defendant in, or target of, such Claim) unless such settlement, compromise or consent includes an unconditional release of each Indemnified Person from all liability arising out of the matters which are the subject of such Claim. The Indemnifier shall not be liable to indemnify any Indemnified Person where the relevant Claim has been settled or compromised by the Indemnified Person without its written consent (which shall not be unreasonably withheld).
- 7.6 The Issuer undertakes to effect delivery to the Registrar of Companies in Ireland for registration in accordance with Regulation 38(1)(b) of the Prospectus (Directive 2003/71/EC) Regulations 2005 of the Prospectus within 14 days of the date of publication of the Prospectus.
- 7.7 The rights and remedies conferred upon the Lead Manager (and any other Indemnified Persons) under this Clause 7 shall continue in full force and effect notwithstanding the completion of the arrangements set out herein for the issue and subscription of, and payment for, Relevant Notes and regardless of any investigation made by the Lead Manager.



8. **CONDITIONS PRECEDENT**

8.1 This Agreement and the obligations of the Lead Manager under it are conditional upon:

- (a) **Execution of Relevant Documents:** the execution and delivery (on or before the Initial Issue Date) of the Relevant Documents and the Global Notes by the respective parties thereto and due satisfaction of all conditions precedent to the Relevant Documents other than the issue of the Notes;
- (b) **Subscription and Payment Obligations:** the Class C Notes and the Class X Note under and in accordance with the terms of the Class C Notes and the Class X Note Purchase Agreement;
- (c) **Listing:** the Irish Stock Exchange having agreed to admit the Notes to the Official List and to trading on its regulated market, subject only to the issue of the Global Notes or the Lead Manager being satisfied that such listing will be granted shortly after the Initial Issue Date;
- (d) **Legal Opinions:** on or before the Initial Issue Date, there having been delivered to the Lead Manager opinions, in form and substance satisfactory to the Lead Manager, dated the Initial Issue Date of:
  - (i) McCann FitzGerald; and
  - (ii) White & Case Opinion in respect of the Fixed Rate Swap Agreements, the Interest Rate Cap Agreement and Basis Swap Agreement,

and such other documents, opinions and certificates as the Lead Manager may reasonably require;

- (e) **Bank Accounts:** confirmation, on or before the Initial Issue Date, that the Bank Accounts have been opened;
- (f) **Compliance:** at the Initial Issue Date (i) the representations and warranties of the Issuer, SF1, DACS 1 and SML in this Agreement being true, accurate and correct at, and as if made on, the Initial Issue Date, and (ii) each of the Issuer, SF1, DACS 1 and SML having performed all of its obligations under this Agreement to be performed on or before the Initial Issue Date and (iii) there having been delivered to the Lead Manager a certificate of each of the Issuer, SF1, DACS 1 and SML to such effect, dated the Initial Issue Date and signed by a duly authorised officer thereof;
- (g) **Rating of Notes:** receipt of notification from S&P, Moody's and Fitch (respectively) to the effect that a "AAA" rating from S&P, a "Aaa" rating from Moody's and a "AAA" rating from Fitch has been or will be accorded to the Class A1 Notes, a "AAA" rating from S&P, a "Aaa" rating from Moody's and a "AAA" rating from Fitch has been or will be accorded to the Class A2 Notes, at least a "AA" rating from S&P, a "Aa2" rating from Moody's and a "AA" rating from Fitch has been or will be accorded to the Class M1 Notes, at least a "A+" rating from S&P, a "A1" rating from Moody's and a "A" rating from Fitch has been or will be accorded to the Class M2 Notes, at least a

"BBB" rating from S&P, a "Baa2" rating from Moody's and a "BBB" rating from Fitch has been or will be accorded to the B1 Notes, at least a "BB+" rating from S&P, a "Ba1" rating from Moody's and a "BB" rating from Fitch has been or will be accorded to the Class B2 Notes either without conditions or subject only to the execution and delivery on or before the Closing Date of the Relevant Documents in all material respects in the form in which they shall then have been executed and delivered;

- (h) **Material Adverse Change:** at the Initial Issue Date there shall not have occurred any change nor any development or event involving a prospective change, in the condition (financial or other), earnings, business or operations of the Issuer, SF1, DACS 1 or SML from that set forth in the Prospectus, which, in the sole discretion of the Lead Manager, is material and adverse and which makes it, in the sole discretion of the Lead Manager, impracticable to market the Notes on the terms and in the manner contemplated in the Prospectus;
- (i) **Solvency:** there having been delivered to the Lead Manager a solvency certificate of each of the Issuer, SF1, DACS 1 and SML dated the Initial Issue Date and signed by a duly authorised officer thereof; and
- (j) **Certified Issuer Documents:** on or prior to the Initial Issue Date, there having been delivered to the Lead Manager:
  - (i) the Memorandum and Articles of Association of the Issuer; and
  - (ii) a resolution of the Board of Directors of the Issuer authorising the issue of the Notes and the execution and performance of the Relevant Documents to which it is a party;

## 8.2 Waiver

The Lead Manager may, at its discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of Clause 8 (other than Clauses 8.1(a) and 8.1(b)).

## 9. CLOSING

### 9.1 Issue of Notes

At 12:00 hrs (Dublin time) (or such other time as may be agreed between the Lead Manager and the Issuer) on the Initial Issue Date, the Issuer will issue and deliver to the Common Depositary or to its order in such place as the Common Depositary may reasonably require, the Global Notes, each duly executed and authenticated.

### 9.2 Payment

Against such delivery the Lead Manager will pay or cause to be paid to the Issuer the net subscription moneys for the Relevant Notes (being the aggregate amount payable for the Relevant Notes calculated at the Selling Price less such amounts as may be deducted pursuant to Clauses 1.1, 10 and 11.4 hereof).

## 10. FEES AND COMMISSIONS

In consideration of the obligations of the Lead Manager hereunder, the Issuer agrees to pay or procure the payment to the Lead Manager, on the Initial Issue Date, of:

- (a) a combined management and underwriting fee in an amount equal to 0.05 per cent. of the aggregate principal amount of the Class A1 Notes, 0.11 per cent. of the aggregate principal amount of the Class A2 Notes, 0.15 per cent. of the aggregate principal amount of the Class M1 Notes, 0.22 per cent. of the aggregate principal amount of the Class M2 Notes, 0.45 per cent. of the aggregate principal amount of the Class B1 Notes and 0.75 per cent. of the aggregate principal amount of the Class B2 Notes; and
- (b) a selling commission in an amount equal to 0.05 per cent. of the aggregate principal amount of the Class A1 Notes, 0.11 per cent. of the aggregate principal amount of the Class A2 Notes, 0.15 per cent. of the aggregate principal amount of the Class M1 Notes, 0.22 per cent. of the aggregate principal amount of the Class M2 Notes, 0.45 per cent. of the aggregate principal amount of the Class B1 Notes and 0.75 per cent. of the aggregate principal amount of the Class B2 Notes,

The Lead Manager shall be entitled to deduct the amounts calculated in accordance with the foregoing provisions of this Clause 10, from the subscription moneys in respect of the Relevant Notes.

## 11. EXPENSES

### 11.1 General Expenses

The Issuer agrees to pay (1) all costs and expenses in connection with (a) the preparation, production and (where appropriate) printing of the Notes, the Prospectus, the Relevant Documents and all other documents relating to the issue of the Notes, (b) the initial delivery and distribution (including transportation and packaging but not insurance (other than to the place of distribution)) of the Notes, (c) the admission of the Notes to the Official List and trading on the regulated market of the Irish Stock Exchange; and (d) all advertising in relation to the issue of the Notes approved by the Issuer and the Lead Manager or required in connection with such listing, (2) the fees and expenses of the Trustee and the Paying Agents in relation to the preparation and execution of the Relevant Documents, the issue and authentication of the Notes and the performance of their duties under the Relevant Documents, (3) the fees, disbursements and expenses of the Issuer's legal advisers and accountants and all other expenses of the Issuer in connection with the issue and listing of the Notes, and (4) the fees and expenses incurred or payable in connection with obtaining a rating for the Notes (at the ratings outlined in Clause 8.1(i)) and annual fees in connection with the rating on the Notes.

### 11.2 Lead Manager's Expenses

In addition, the Issuer will pay to the Lead Manager an amount, to be agreed separately in an expenses side-letter of even date herewith, in lieu of reimbursement

of its legal and other expenses incurred in connection with the Relevant Documents and the issue of Notes.

### 11.3 **Payment**

All payments in respect of the costs, fees and expenses referred to in Clauses 11.1 and 11.2 which are payable to the Lead Manager shall be satisfied by the Issuer making them to the Lead Manager, and the Issuer shall not be concerned with the apportionment of such payments or the payment of them to other persons.

11.4 The Lead Manager, in respect of the fees and expenses referred to in Clauses 11.1 and 11.2, shall be entitled to deduct such fees and expenses from the subscription moneys in respect of the Relevant Notes.

## 12. **TERMINATION**

### 12.1 **Lead Manager's Ability to Terminate**

Notwithstanding anything contained herein, the Lead Manager may terminate this Agreement by notice to the Issuer, given at any time prior to payment of the net subscription moneys for the Relevant Notes.

- (a) if there shall have come to the notice of the Lead Manager any material breach of, or any event rendering untrue or incorrect in any respect, any of the warranties and representations contained in Clauses 5 or 6 or any failure to perform any of the Issuer's, SF1, DACS 1's or SML's undertakings or agreements in this Agreement; or
- (b) if any of the conditions specified in Clause 8 has not been satisfied or waived by the Lead Manager; or
- (c) if, in the Lead Manager's opinion, there shall have been since the date of this Agreement such a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and distribution of the Relevant Notes.

### 12.2 **Consequences of Termination**

Upon such notice being given this Agreement shall terminate and be of no further effect and no party shall be under any liability to any other in respect of this Agreement, except that (a) the Issuer, SF1, DACS 1 and SML shall remain liable under Clause 7.1 to indemnify the Lead Manager in accordance with the terms thereof for any breach of any representation or warranty contained in Clauses 5 or 6; (b) the Issuer shall remain liable under Clause 11 for the payment of the costs and expenses already incurred or incurred in consequence of such termination; and (c) the Lead Manager shall remain liable under Clause 3.3.

## 13. **SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS**

The representations, warranties, agreements, undertakings and indemnities in this Agreement shall continue in full force and effect despite completion of the

arrangements for the subscription and issue of the Notes or any investigation made by or on behalf of the Lead Manager.

14. **TIME**

Any date or period specified herein may be postponed or extended by mutual agreement among the parties but, as regards any date or period originally fixed or so postponed or extended, time shall be of the essence.

15. **COMMUNICATIONS**

Any communication shall be given by letter, or by telex or facsimile transmission, or by telephone and shall be sent:

(a) if to the Issuer, to it at: Lansdowne Mortgage Securities No.1 p.l.c.

Unit 5  
Manor Street Business Park  
Manor Street  
Dublin 7  
Fax: +353 1 810 2422  
Attn: The Company Secretary

(b) if to SML, SF1 or DACS 1 to it at:

Trimelston House  
Beech Hill Office Park  
Clonskeagh  
Dublin 4  
Ireland  
  
Fax: +353 1 2096363  
Attn: Chief Financial Officer

(c) if to Barclays, to it at: Barclays Bank PLC

5 The North Colonnade  
London E14 4BB  
United Kingdom  
  
Fax: +44 20 777 34934  
Attn: Head of Legal Department

Any such communication shall take effect, in the case of a letter, at the time of delivery, in the case of telex or facsimile transmission, at the time of dispatch or, in the case of telephone, when made.

Any communication not by letter shall be confirmed by letter but failure to send or receive the letter of confirmation shall not invalidate the original communication.

16. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument, provided however, that this Agreement shall have no force or effect until it is executed by the last party to execute the same and shall be deemed to have been executed as delivered in the place where such last party executed this Agreement.

17. **GOVERNING LAW AND JURISDICTION**

17.1 **Governing Law**

This Agreement shall be governed by and construed in accordance with Irish law.

17.2 **Jurisdiction**

The courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceeding arising out of or in connection with this Agreement ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such court and waives any objection to any Proceedings in such courts whether on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of the Lead Manager and shall not limit the right of the Lead Manager to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

**IN WITNESS WHEREOF** the parties have caused this Agreement to be duly executed as of the date first written above.

**Note Purchase Agreement – Execution Page 1 of 5**

Signed for and on behalf of )  
**LANSDOWNE MORTGAGE** )  
**SECURITIES No. 1 p.l.c.** )  
acting by a duly authorised attorney )

Benjamin Power

**Note Purchase Agreement – Execution Page 2 of 5**

Signed for and on behalf of )  
**START MORTGAGES LIMITED** )  
acting by a duly authorised attorney ) David Ingram



**Note Purchase Agreement – Execution Page 3 of 5**

Signed for and on behalf of )  
**START FUNDING No. 1 LIMITED** )  
acting by a duly authorised attorney ) David Ingram

**Note Purchase Agreement – Execution Page 4 of 5**

Signed for and on behalf of )  
**START DACS 1 LIMITED** )  
acting by a duly authorised attorney )

David Ingram

**Note Purchase Agreement – Execution Page 5 of 5**

Signed for and on behalf of )  
**BARCLAYS BANK PLC** )

By:

Russell McGregor

## SCHEDULE 1 SELLING RESTRICTIONS

### 1. General

No action will be taken by the Lead Manager which would or is intended to permit a public offer of the Relevant Notes in any country or jurisdiction where action for that purpose is required. Accordingly, the Lead Manager undertakes that it will not, directly or indirectly, offer or sell any Relevant Notes, in any country or jurisdiction where action for that purpose is required and agrees that neither the Prospectus nor any other circular, prospectus, form of application, advertisement or other material may be distributed in or from or published in any country or jurisdiction, except under circumstances which will result in compliance with the applicable laws and regulations.

### 2. United States of America

The Relevant Notes have not been and will not be registered under the Securities Act or any state securities laws and may not be offered, sold or delivered directly or indirectly within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Lead Manager represents (in the case of the Relevant Notes) that it has not offered, sold or delivered and agrees that it will not offer, sell or deliver the Relevant Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the date of commencement of the offering and the closing date for the offering thereof (the "**Distribution Compliance Period**"), within the United States or to, or for the account or benefit of a U.S. person (except in accordance with Rule 903 of Regulation S), and it will have sent to each distributor, dealer or other person to which it sells the Relevant Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of Relevant Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

### 3. United Kingdom

The Lead Manager represents to and agrees with the Issuer that:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "**FSM Act**") with respect to anything done by it in relation to the Relevant Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSM Act) received by it in connection with the issue or sale of any Relevant Notes

in circumstances in which Section 21(1) of the FSM Act does not apply to the Issuer.

**4. Ireland**

The Lead Manager has further represented and agreed that either (i) it has complied and will comply with all applicable provisions of the Investment Intermediaries Act, 1995 (as amended) of Ireland including, without limitation, Sections 9 and 23 (including advertising restrictions made thereunder) thereof and the codes of conduct made under Section 37 thereof, or (ii) it is acting within the terms of an authorisation granted to it for the purposes of EU Council Directive 2000/12/EC of 20 March, 2000 (as amended or extended) and it has complied with any codes of conduct or practice made under Section 117(1) of the Central Bank Act, 1989 (as amended) of Ireland, in each case with respect to anything done by it in relation to the Relevant Notes, if operating in, or otherwise involving, Ireland.

**SCHEDULE 2  
RELEVANT DOCUMENTS**

1. the Master Securitisation Agreement;
2. the Trust Deed;
3. the Deed of Charge;
4. the Mortgage Sale Agreements;
5. the Mortgage Management Agreement;
6. the Cash Management Agreement;
7. the Mortgage Administration Agreement;
8. the Bank Agreement;
9. the Master Definitions Schedule;
10. the Collection Account Declarations of Trust;
11. the Paying Agency Agreement;
12. the Guaranteed Investment Contract;
13. the Liquidity Facility Agreement;
14. the Interest Rate Cap Agreement;
15. the Fixed Rate Swap Agreements;
16. the Basis Swap Agreement;
17. the Class C Note and Class X Note Purchase Agreement;
18. the Standby Cash Management Agreement; and
19. this Agreement.