

T.H.F.C. (FUNDING NO.1) PLC

(Incorporated with limited liability in England and Wales with registration number 5290731)

£37,000,000 5.125 per cent. Secured Bonds due 2035/2037

Issue price: 103.524 per cent. of the principal amount of the Third Issue Bonds (as defined below) (plus 74 days' accrued interest in respect of the period from and including 21st December, 2006 to but excluding 5th March, 2007 at a rate of 5.125 per cent. per annum)

The £37,000,000 5.125 per cent. Secured Bonds due 2035/2037 (the **Third Issue Bonds**) are issued by T.H.F.C. (Funding No.1) Plc (the **Issuer**).

The Third Issue Bonds have the same terms and conditions as, and will be consolidated, form a single series and rank *pari passu*, with the £67,376,000 5.125 per cent. Secured Bonds due 2035/2037 (the **Original Bonds**) issued by the Issuer on 21st December, 2004 (the **Original Closing Date**) and the £32,000,000 5.125 per cent. Secured Bonds due 2035/2037 (the **Second Issue Bonds** and, together with the Original Bonds and the Third Issue Bonds, the **Bonds**) issued by the Issuer on 21st December, 2006 (the **Second Issue Closing Date**).

Application has been made to the Financial Services Authority in its capacity as competent authority (the **UK Listing Authority**) under Part VI of the Financial Services and Markets Act 2000 for the Third Issue Bonds to be admitted to the official list of the UK Listing Authority (the **Official List**) and for the Third Issue Bonds to be admitted to trading on the Professional Securities Market (the **Professional Securities Market**) regulated by the London Stock Exchange plc (the **London Stock Exchange**). Admission to the Official List together with admission to trading on the Professional Securities Market constitute official listing on the London Stock Exchange.

It is expected that the Third Issue Bonds will on issue be rated AA- by Standard & Poor's Rating Services, a division of The McGraw Hill Companies Inc. (**S&P**). The rating assigned to the Bonds by S&P is primarily dependent on S&P's ratings of The Housing Finance Corporation Limited (**THFC**) and, to a lesser extent, ABN AMRO Bank N.V. as liquidity facility provider (the **Liquidity Facility Provider**). A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

The Third Issue Bonds will be represented by a global bond (the **Third Issue Global Bond**), without interest coupons, which will be deposited on or about 5th March, 2007 (the **Third Issue Closing Date**) with a common depository for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). Interests in the Third Issue Global Bond will be exchangeable for definitive Bonds only in certain limited circumstances - see "*Summary of Provisions Relating to the Third Issue Bonds While Represented by the Third Issue Global Bond*".

The Bonds will be secured obligations of the Issuer. Payments in respect of the Bonds will be funded by payments received by the Issuer from THFC under the Loan Agreement (as defined herein) or (in certain limited circumstances in relation to interest) from the Liquidity Facility Provider under the Liquidity Facility Agreement (as defined herein). The obligations of THFC to the Issuer under the Loan Agreement will be secured by a floating charge. The Issuer will have no other material assets.

Interest on the Third Issue Bonds will accrue with effect from and including 21st December, 2006 and will be payable in arrear by equal half-yearly instalments on each Payment Date (as defined herein). The Bonds are scheduled to be redeemed on 21st December, 2035 (the **Expected Maturity Date**), but may be redeemed before that date (in whole or in part) if and to the extent that the loan made under the Loan Agreement is prepaid. In certain circumstances described herein, the date of final redemption of the Bonds may be postponed to a date not later than 21st December, 2037 (the **Legal Maturity Date**).

ABN AMRO

The date of this Offering Circular is 28th February, 2007

This document comprises approved listing particulars with regard to the Issuer and the Third Issue Bonds, in accordance with the listing rules made under section 73A of the Financial Services and Markets Act 2000 (the **FSMA**).

The Issuer accepts responsibility for the information contained in this Offering Circular. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

THFC accepts responsibility for the information contained in this Offering Circular which relates to THFC and the Authorised Borrowers. To the best of the knowledge and belief of THFC (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular which relates to THFC and the Authorised Borrowers is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Liquidity Facility Provider accepts responsibility for the information contained in "*Description of the Liquidity Facility Provider*" on page 46 below. To the best of the knowledge and belief of the Liquidity Facility Provider (having taken all reasonable care to ensure that such is the case) the information contained in "*Description of the Liquidity Facility Provider*" is in accordance with the facts and does not omit anything likely to affect the import of such information.

No person has been authorised to give any information or to make any representation other than those contained in this document in connection with the offering of the Third Issue Bonds and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, THFC, the Liquidity Facility Provider or the Manager (as defined under "*Subscription and Sale*" below). Neither the delivery of this document nor any sale made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer, THFC or the Liquidity Facility Provider since the date hereof. This document does not constitute an offer of, or an invitation by, or on behalf of, the Issuer, THFC, the Liquidity Facility Provider or the Manager to subscribe for, or purchase, any of the Third Issue Bonds. This document does not constitute an offer, and may not be used for the purpose of an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The Manager and The Law Debenture Trust Corporation p.l.c. (the **Trustee**) have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Manager or the Trustee as to the accuracy or completeness of the information contained in this Offering Circular or any other information provided by the Issuer, THFC or the Liquidity Facility Provider in connection with the Bonds or their distribution.

This Offering Circular is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, THFC, the Liquidity Facility Provider or the Manager that any recipient of this Offering Circular should purchase any of the Bonds. Each investor contemplating purchasing Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer, THFC and the Liquidity Facility Provider.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended, (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, the Third Issue Bonds may not be offered, sold or delivered within the United States or to U.S. persons. For a further description of certain restrictions on the offering and sale of the Third Issue Bonds and on distribution of this document, see "*Subscription and Sale*" below.

IN CONNECTION WITH THE ISSUE OF THE THIRD ISSUE BONDS, ABN AMRO BANK N.V. LONDON BRANCH OR ANY PERSON ACTING FOR IT MAY OVER-ALLOT THIRD ISSUE BONDS (PROVIDED THAT THE AGGREGATE PRINCIPAL AMOUNT OF THIRD ISSUE BONDS ALLOTTED DOES NOT EXCEED 105 PER CENT. OF THE AGGREGATE PRINCIPAL AMOUNT OF THE THIRD ISSUE BONDS) OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER THERE IS NO ASSURANCE THAT ABN AMRO BANK N.V. LONDON BRANCH OR ANY PERSON ACTING FOR IT WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE THIRD ISSUE BONDS IS MADE 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 THIRD ISSUE BONDS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE THIRD ISSUE BONDS.

All references in this document to **Sterling** and **£** refer to the lawful currency for the time being of the United Kingdom.

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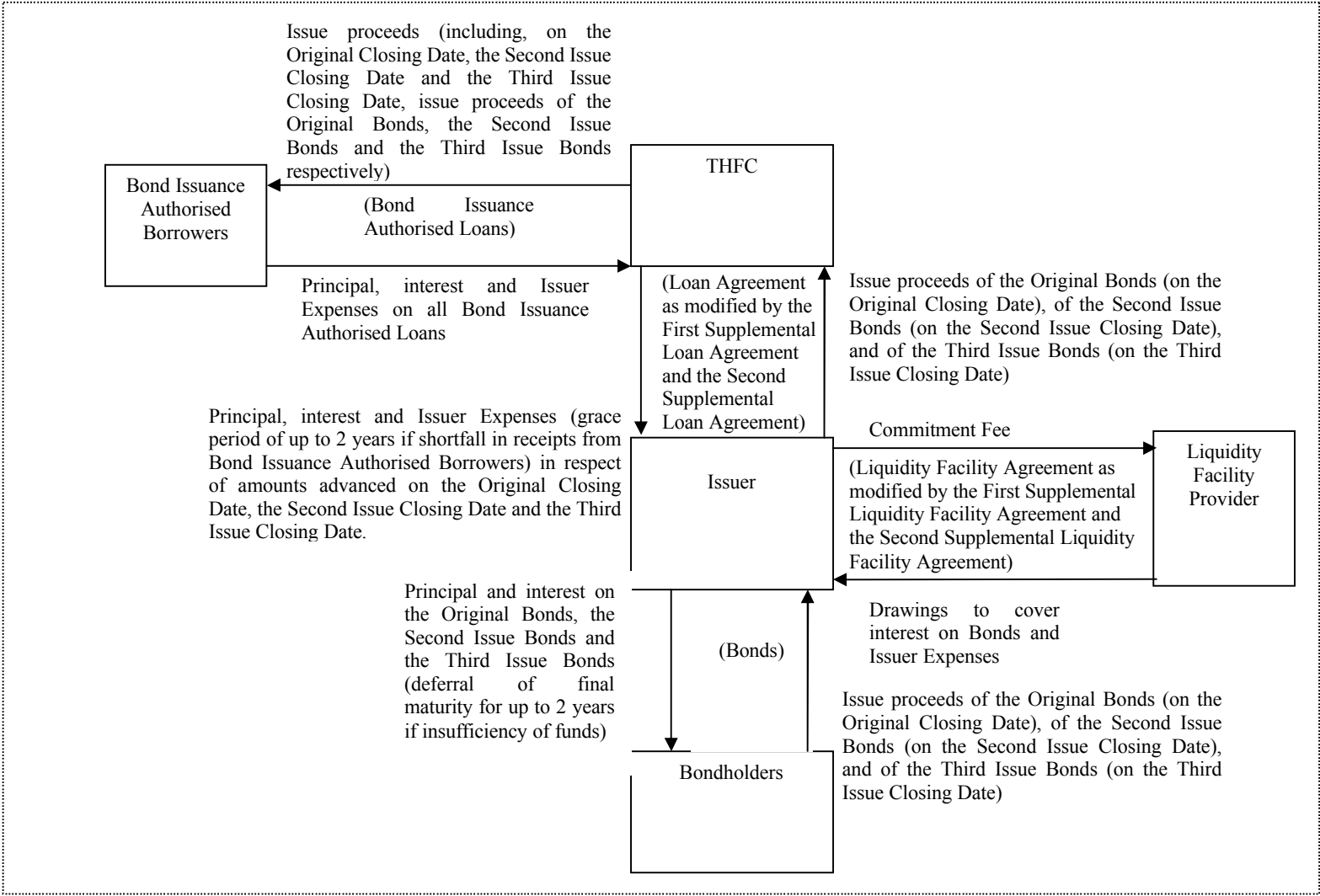
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TRANSACTION OVERVIEW

The following transaction overview does not purport to be complete, and should be read by prospective investors in conjunction with the documents mentioned herein. Capitalised terms have the meanings ascribed to them in the Conditions.

DIAGRAM OF PRINCIPAL CASH FLOWS

The diagram on the following page depicts the main features of the structure of the transaction as a whole and its principal cash flows, which will affect the amount receivable by the Bondholders under the Bonds.



THE ISSUE

Issuer:	T.H.F.C. (Funding No.1) Plc.
Issue:	£37,000,000 5.125 per cent. Secured Bonds due 2035/2037.
Form and Denomination	The Third Issue Bonds will be issued in bearer form in the denomination of £1,000 each. The Third Issue Bonds will be represented by a global bond which will be exchangeable for definitive bearer Bonds only in certain limited circumstances (see " <i>Summary of Provisions Relating to the Third Issue Bonds While Represented by the Third Issue Global Bond</i> ").
Status and Security:	The Bonds will constitute secured obligations of the Issuer and will rank <i>pari passu</i> without any preference among themselves. The Bonds will be secured by a first floating charge on the Issuer's undertaking, property and assets and by an assignment by way of security of the benefit of the floating charge granted to the Issuer by THFC to secure THFC's obligations under the Loan Agreement.
Interest:	5.125 per cent. per annum payable in arrear by equal half-yearly instalments on 21 st June and 21 st December in each year, commencing on (in the case of the Third Issue Bonds) 21 st June, 2007 and accruing (in the case of the Third Issue Bonds) with effect from 21 st December, 2006.
Final Redemption:	Unless redeemed early as described below, the Bonds are scheduled to be redeemed on the Expected Maturity Date (21 st December, 2035). However, if and to the extent that insufficient funds are received from THFC under the Loan Agreement to enable redemption in full on the Expected Maturity Date, the redemption of the Bonds will be postponed to a date not later than the Legal Maturity Date (21 st December, 2037).
Early Redemption:	As further described in Condition 8.2, the Bonds may be redeemed before the Expected Maturity Date (in whole or in part) if and to the extent that the Loan Agreement is prepaid. Such prepayment may occur as a result of: (i) illegality or a tax gross up obligation being triggered, in which event the Bonds shall be redeemed at par; or (ii) optional prepayment or default, in which event the Bonds shall be redeemed at the higher of par and the Redemption Price (as defined in Condition 8.2). See further " <i>Summary of the Loan Agreement</i> ".
Withholding Taxes (if any):	As further described in Condition 9, all payments in respect of the Bonds will be made free and clear of, and without deduction for,

withholding taxes imposed by England or of any political subdivision thereof or any authority thereof or therein having the power to tax, unless required by law. In such event, the Issuer will not be obliged to make any additional payments to Bondholders in respect of the deduction, nor will it be required to redeem the Bonds.

Governing Law:	English law.
Trustee:	The Law Debenture Trust Corporation p.l.c.
Administrator:	T.H.F.C. (Services) Limited. All of the shares in T.H.F.C. (Services) Limited are owned by THFC.
Liquidity Facility Provider:	ABN AMRO Bank N.V.
Use of Proceeds:	The gross proceeds of the issue of the Third Issue Bonds will be lent to THFC pursuant to the Loan Agreement, with THFC reimbursing the Issuer for the expenses of issue. THFC will lend such gross proceeds (with the exception of a sum equivalent to the 74 days' accrued interest referred to above, which will be retained by THFC) to the Third Bond Issuance Authorised Borrower, as further described in " <i>Description of the Authorised Borrowers</i> ", with the Third Bond Issuance Authorised Borrower reimbursing THFC for the expenses of issue.

THE LIQUIDITY FACILITY AGREEMENT

On the Third Issue Closing Date, the Issuer will enter into the Second Supplemental Liquidity Facility Agreement with the Liquidity Facility Provider and the Trustee, pursuant to which the Liquidity Facility Provider will agree to increase the amount made available to the Issuer under the Liquidity Facility Agreement to a maximum aggregate principal amount of £13,978,540 (from the previous maximum aggregate principal amount of £10,187,000) in order to meet shortfalls in the amounts available to the Issuer to pay interest due on the Bonds and the Issuer Expenses, as further described in "*Summary of the Liquidity Facility Agreement*".

THE LOAN AGREEMENT

The Issuer entered into the Second Supplemental Loan Agreement with THFC on or about 28th February, 2007, which supplements and amends the Loan Agreement entered into with THFC on 13th December, 2004 (as supplemented and amended by the First Supplemental Loan Agreement entered into with THFC on 15th December, 2006), pursuant to which the Issuer will lend the proceeds of the issue of the Third Issue Bonds to THFC, as further described in "*Summary of the Loan Agreement*". Such moneys (with the exception of a sum equivalent to the 74 days' accrued interest referred to above, which will be retained by THFC) will then be lent to the Third Bond Issuance Authorised Borrower as further described in "*Description of the Authorised Borrowers*".

RISK FACTORS

The purchase of the Third Issue Bonds is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Third Issue Bonds. Before making an investment decision, prospective purchasers of Third Issue Bonds should consider carefully, in the light of their own financial circumstances and investment objectives, all the information set forth in this Offering Circular and, in particular, the considerations set out below.

Investor Suitability

Investment in the Bonds is suitable only for investors who:

- (i) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Bonds and rights attaching to the Bonds; and
- (ii) are capable of bearing the economic risk of an investment in the Bonds for an indefinite period of time and are capable of withstanding losses of up to their entire investment.

Credit Risk

The ability of the Issuer to meet its obligations under the Bonds will be dependent upon the payment of principal and interest due under the Loan Agreement (which will in turn be dependent on performance by Authorised Borrowers), the payment of all sums due from the Liquidity Facility Provider under the Liquidity Facility Agreement, upon the Paying Agent making the relevant payments when received and upon all parties to the agreements relating to the Bonds (other than the Issuer) performing their respective obligations thereunder. In addition, payments by THFC under the Loan Agreement are dependent upon THFC itself having sufficient funds from Authorised Borrowers (including the Bond Issuance Authorised Borrowers) and its own reserves. Accordingly, Bondholders are exposed, *inter alia*, to the creditworthiness of the Issuer, the Authorised Borrowers, THFC, the Liquidity Facility Provider and the Paying Agent.

Liquidity Facility Agreement

The purpose of the Liquidity Facility is to provide liquidity cover for payment of interest on the Bonds and Issuer Expenses up to the amount of the Liquidity Commitment. The Liquidity Facility Provider is not obliged to advance monies to the Issuer unless it receives a certificate of the Issuer to the effect that the net realisable value (calculated as provided in the Liquidity Facility Agreement) of THFC's assets available to the Issuer (after taking account of THFC's other liabilities ranking at least *pari passu* with the Issuer's claims under the Loan Agreement and before taking account of the liability of THFC to the Issuer) is at least twice the aggregate of the amounts outstanding and to be drawn under the Liquidity Facility and the interest and commitment fee accruing to the subsequent Payment Date.

The Liquidity Facility Provider is only committed under the Liquidity Facility for 364 days. Each year, the Issuer may request a renewal of the Liquidity Facility for a further 364 days, but the Liquidity Facility Provider is not obliged to agree. However, if it does not agree to the renewal, or its rating falls below the level specified in the Liquidity Facility Agreement, the Issuer shall (subject to satisfying the condition precedent described above) request a Stand-by Drawing of the unutilised part of the commitment, as further described under "*Summary of the Liquidity Facility Agreement*".

Independent review and advice

Each prospective purchaser of Bonds must make its own independent review (including as to the financial condition and affairs and its own appraisal of the creditworthiness) of the Issuer, THFC, the Liquidity Facility Provider and the Authorised Borrowers and obtain such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as it deems appropriate under the circumstances, to determine whether an investment in the Bonds is appropriate in its particular circumstances.

In so doing, and without restricting the generality of the preceding paragraph, such prospective purchaser must determine that its acquisition and holding of Bonds (i) is fully consistent with its (or, if it is acquiring Bonds in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring Bonds as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or, if it is acquiring Bonds in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding Bonds. None of the Issuer, the Trustee, the Manager, THFC, the Liquidity Facility Provider or any of their respective affiliates is acting as an investment adviser, or assumes any fiduciary obligation, to any purchaser of Bonds.

This Offering Circular is not intended to provide the basis of any credit or other evaluation nor should it be considered as a recommendation or constituting an invitation or offer that any recipient of this Offering Circular should purchase any Bonds.

Events of default

The occurrence of an event of default under the Bonds as set out in Condition 11 entitles the Trustee (subject as provided in Conditions 4.2 and 11) to accelerate the maturity of the Bonds and to enforce the security for the Bonds (including converting the floating charge granted by the Issuer into a fixed charge). However, an event of default under the Bonds will not, by itself, be an event of default under the Loan Agreement and accordingly acceleration of the maturity of the Bonds and enforcement of security for the Bonds will not, by itself, entitle the Trustee to accelerate the maturity of the Loan Agreement or to enforce the security given by THFC under the Loan Agreement. Such an entitlement would arise in the following circumstances:

- (a) the event of default under the Bonds is a payment default arising as a result of a payment default by THFC under the Loan Agreement and in circumstances where a drawing under the Liquidity Facility Agreement is not available to the Issuer to cover the shortfall (e.g. because the shortfall exceeds the Liquidity Facility Provider's commitment or because the default relates to payment of principal); or
- (b) the occurrence, in relation to THFC, of one of the other events of default under the Loan Agreement (see further "*Summary of the Loan Agreement*").

An event of default under the Loan Agreement or under an Authorised Loan (as defined in the Loan Agreement) by THFC to an Authorised Borrower will not, by itself, be an event of default under the Bonds and accordingly enforcement (pursuant to the assignment referred to in Condition 4.1(b)) of the floating charge granted to the Issuer by THFC pursuant to the Loan Agreement will not, by itself, entitle the Bondholders to require the maturity of the Bonds to be accelerated. Such an entitlement would arise in the following circumstances.

- (a) a shortfall in the interest (or amounts in respect of expenses of the Issuer) due from THFC which aggregates to an amount, including interest thereon, in excess of the amount drawable under the Liquidity Facility Agreement (either because it exceeds the unutilised Liquidity

Commitment or because the Issuer is unable to give the certificate referred to above under "*Liquidity Facility Agreement*");

- (b) a shortfall in the interest (or amounts in respect of expenses of the Issuer) due from THFC and a failure by the Liquidity Facility Provider to make the requisite advance under the Liquidity Facility Agreement to cover the shortfall; or
- (c) the occurrence, in relation to the Issuer, of one of the other events of default referred to in Condition 11.

On an enforcement of security against THFC, the Issuer's claims will, pursuant to the Deed of Priority and the Deed of Accession, rank *pari passu* with the other lenders to, and holders of stock issued by, THFC.

Limited Liquidity

There can be no assurance that the market in the Bonds will continue or, as regards to the Third Issue Bonds, will develop or, if it does, that it will provide Bondholders with liquidity of investment or that it will continue for the life of the Bonds. The Manager is not obliged to make a market in the Bonds and, if it does, any such market-making may be discontinued at any time without notice. Consequently, a purchaser must be prepared to hold the Bonds for an indefinite period of time or until the Legal Maturity Date. Application has been made to list the Third Issue Bonds on the London Stock Exchange. No application has been made to list the Bonds on any other stock exchange.

Credit Rating

Credit ratings of debt securities represent the rating agencies' opinions regarding their credit quality and are not a guarantee of quality. Rating agencies attempt to evaluate the safety of principal and interest payments and do not evaluate the risks of fluctuations in market value; therefore, credit ratings may not fully reflect the true risks of an investment. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events, so that an issuer's current financial condition may be better or worse than a rating indicates. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agencies.

Prospective investors should note that the rating assigned to the Bonds by S&P is dependent on its ratings of THFC and the Liquidity Facility Provider, and therefore may fluctuate in accordance with any fluctuations in the credit ratings of THFC and/or the Liquidity Facility Provider. At the date of this document, S&P has assigned THFC a general obligations rating of A+. This rating reflects THFC's lending policies and the credit quality of its Authorised Borrowers. At the date of this document S&P has assigned the Liquidity Facility Provider a short term credit rating of A-1+.

Business relationships

Each of the Issuer, the Manager, the Trustee, the Paying Agent, THFC, the Administrator, the Liquidity Facility Provider, the Authorised Borrowers and any of their affiliates may have existing or future business relationships with any of the others (including, but not limited to, lending, depositary, risk management, advisory and banking relationships and certain officers of THFC holding directorships in the Issuer), and will pursue actions and take steps that they deem or it deems necessary or appropriate to protect their or its interests arising therefrom without regard to the consequences for a Bondholder. Furthermore, the Manager, the Trustee, the Paying Agent or any of their respective affiliates may buy, sell or hold positions in obligations of, or act as investment or commercial bankers, advisers or fiduciaries to, or hold directorship and officer positions in, THFC, the Liquidity Facility Provider or the Authorised Borrowers.

Taxation – No gross up

Each Bondholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Bonds.

The Issuer will not be obliged to pay any additional amounts to Bondholders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Bonds by the Issuer or the Paying Agent.

Legality of purchase

None of the Issuer, the Manager or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of any Bonds by a prospective purchaser of the Bonds, whether under laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

Changes of law

The structure of the Bonds and the rating by S&P are based on English law in effect as at the date of this document. The Issuer cannot provide assurance as to the impact of any possible change to English law or administrative practice in the United Kingdom after the date of this document.

Insolvency Act 2000

Under Schedule A1 to the Insolvency Act 1986 (as amended, the **Insolvency Act**) which was inserted by the Insolvency Act 2000, certain small companies are entitled to seek protection from their creditors for a period of 28 days for the purposes of putting together a company voluntary arrangement, with the option for creditors to extend the moratorium for a further two months. A small company is defined as one which satisfies two or more of the following criteria (i) its turnover is not more than £5.6 million, (ii) its balance sheet total is not more than £2.8 million, and (iii) the number of employees is not more than 50. Whether or not a company is a small company may change from time to time and consequently no assurance can be given that the Issuer will not, at any given time, be determined to be a small company. The Secretary of State for Trade and Industry may by regulation modify the eligibility requirements for small companies and can make different provisions for different cases. No assurance can be given that any such modification or different provisions will not be detrimental to the interests of the Bondholders.

However, pursuant to paragraph 4 of Schedule A1 to the Insolvency Act, certain companies are excluded from the optional moratorium provisions. Such exceptions include (*inter alia*): (i) a company which is a party to an agreement which is or forms part of a capital market arrangement (as defined in paragraph 4D of Schedule A1) under which a party has incurred or when the agreement was entered into was expected to incur a debt of at least £10 million and which involves the issue of a capital market investment (also defined, but generally a rated, listed or traded bond), and (ii) a company which has incurred a liability (including a present, future or contingent liability) of at least £10 million. While the Issuer is expected to fall within one of the exceptions, there is no guidance as to how the legislation will be interpreted and the Secretary of State for Trade and Industry may by regulation modify the exceptions. No assurance can be given that any modification of the eligibility requirements for these exceptions will not be detrimental to the interests of Bondholders.

If the Issuer is determined to be a "small" company and determined not to fall within one of the exceptions (by reason of modification of the exceptions or otherwise) then the enforcement by the Trustee may, for a period, be prohibited by the imposition of a moratorium.

Enterprise Act 2002

The corporate insolvency provisions of the Enterprise Act 2002 amended certain provisions of the Insolvency Act. These provisions introduced significant reforms to corporate insolvency law. In particular the reforms restrict the right of the holder of a floating charge created after 15th September, 2003 to appoint an administrative receiver (unless an exception applies) and instead give primacy to collective insolvency procedures (in particular, administration). Previously, the holder of a floating charge over the whole or substantially the whole of the assets of a company had the ability to block the appointment of an administrator by appointing an administrative receiver, who would primarily act in the interests of the floating charge holder appointing him.

The Insolvency Act contains provisions which continue to allow for the appointment of an administrative receiver in relation to certain transactions in the capital markets. The relevant exception provides that the right to appoint an administrative receiver is retained for certain types of security (such as the security to be granted by the Issuer) that form part of a capital markets arrangement (as defined in the Insolvency Act) that involves indebtedness of at least £50 million (or, when the relevant security document was entered into (being, in respect of the transactions described in this document, the Trust Deed), a party to the relevant transaction (such as the Issuer) was expected to incur a debt of at least £50 million) and the issue of a capital markets investment (also defined but generally a rated, listed or traded bond). The Secretary of State for Trade and Industry may, by secondary legislation, modify the capital market exception and/or provide that the exception shall cease to have effect. No assurance can be given that any such modification or provision in respect of the capital market exception, or its ceasing to be applicable to the transactions described in this document, will not adversely affect payments on the Bonds. In addition, as the provisions of the Enterprise Act have never been considered judicially, no assurance can be given as to whether the Enterprise Act could have a detrimental effect on the transactions described in this document or on the interests of Bondholders.

The Insolvency Act also contains a new out-of-court route into administration for a qualifying floating charge holder, the directors or the relevant company itself. The relevant provisions provide for a notice period during which the holder of the floating charge can either appoint an administrative receiver (if an exception applies), agree to the appointment of the administrator proposed by the directors of the company or appoint an alternative administrator, although the moratorium on enforcement of the relevant security will take effect immediately after notice is given. If the qualifying floating charge holder does not respond to the directors' or company's notice of intention to appoint, the directors' or, as the case may be, the company's appointee will automatically take office after the notice period has elapsed. Where the holder of a qualifying floating charge which was created prior to 15th September, 2003 retains the power to appoint an administrative receiver, such holder may prevent the appointment of an administrator (either by the new out-of-court route or by the court-based procedure), by appointing an administrative receiver prior to the appointment of the administrator being completed.

The new administration provisions of the Insolvency Act give primary emphasis to the rescue of the company as a going concern. The purpose of realising property to make a distribution to one or more secured creditors is subordinated to the primary purposes of rescuing the company as a going concern or achieving a better result for the creditors as a whole than would be likely if the company were wound up. No assurance can be given that the primary purposes of the new provisions will not conflict with the interests of the Bondholders were the Issuer ever to be subject to administration.

In addition to the introduction of a prohibition on the appointment of an administrative receiver as set out above, Section 176A of the Insolvency Act provides that the receiver (including an administrative receiver), liquidator or administrator of a company is required to make a "prescribed part" of the company's "net property" available for the satisfaction of unsecured debts in priority to the claims of

the floating charge holder. The company's net property is defined as the amount of the chargor's property which would be available for satisfaction of debts due to the holder(s) of any debentures secured by a floating charge and so refers to any floating charge realisations less any amounts payable to the preferential creditors or in respect of the expenses of the liquidation or administration. The prescribed part is defined in the Insolvency Act 1986 (Prescribed Part) Order 2003 (SI 2003/2097) to be an amount equal to 50 per cent. of the first £10,000 of floating charge realisations plus 20 per cent. of the floating charge realisations thereafter, provided that such amount may not exceed £600,000.

This obligation does not apply if the net property is less than a prescribed minimum and the relevant officeholder is of the view that the cost of making a distribution to unsecured creditors would be disproportionate to the benefits. The relevant officeholder may also apply to court for an order that the provisions of Section 176A of the Insolvency Act should not apply on the basis that the cost of making a distribution would be disproportionate to the benefits.

Floating charge realisations upon the enforcement of the security to be granted by the Issuer may be reduced by the operation of these ring-fencing provisions.

Pensions Act 2004

Under the Pensions Act 2004 a person that is an employer in relation to certain occupational pension schemes, or 'connected with' or an 'associate' of such an employer, can be subject to either a contribution notice or a financial support direction in relation to that occupational pension scheme. The Administrator is an employer under such a defined benefits occupational scheme and certain of its employees (some of whom are also directors of THFC) are members of the board of directors of the Issuer. On this basis, the Issuer is likely to be treated as 'connected with' either or both of the Administrator and/or THFC.

A contribution notice could be served on the Issuer or on THFC if it was party to an act, or a deliberate failure to act, the main purpose or one of the main purposes of which was either (i) to prevent the recovery of the whole or any part of a debt which was, or might become, due from the employer under Section 75 of the Pensions Act 1995 or (ii) otherwise than in good faith, to prevent such a debt becoming due, to compromise or otherwise settle such a debt, or to reduce the amount of such a debt which would otherwise become due.

A financial support direction could be served on the Issuer where the Administrator is insufficiently resourced. An employer is deemed to be insufficiently resourced pursuant to the Pensions Act 2004 if the value of its resources is less than 50 per cent of the pensions scheme's deficit (calculated on an annuity buy-out basis) and at that time there is a connected or associated person whose resources at least cover the difference. The Administrator's most recent audited accounts indicate that the value of its resources is currently in excess of 50 per cent of the pension scheme's deficit (calculated on an annuity buy-out basis at the last actuarial valuation, carried out as at 30 September 2005).

A financial support direction could be served on THFC at any time because the Administrator is a service company to THFC.

A financial support direction can only be served where the Pensions Regulator considers it is reasonable to do so, having regard to a number of factors.

If a contribution notice or financial support direction were to be served on the Issuer or THFC this could adversely affect Bondholders.

Liquidation Expenses

Prior to the House of Lords' decision in the case of *Re Leyland Daf* in 2004, the general position was that, in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. *Re Leyland Daf* reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. The Companies Act 2006 contains provisions which will, when they are brought into force, broadly restore the pre-Leyland Daf position. However, these provisions will only come into force upon the enactment of secondary legislation which will deal with who is entitled to approve the remuneration and expenses of the liquidator. This is not expected to occur until mid-2007. No draft of any such secondary legislation is available yet. The Insolvency Service has indicated that the draft secondary legislation will be subject to consultation and debate.

At this stage, it is too early to say what form the secondary legislation will take. However, it seems likely that, following the coming into force of the relevant provisions of the Companies Act 2006, floating charge realisations upon the enforcement of the floating charge security granted by THFC and/or the Issuer, respectively, would be reduced by the amount of all, or a significant proportion of, any liquidation expenses.

CONDITIONS OF THE THIRD ISSUE BONDS

The following is the text of the Conditions of the Third Issue Bonds which (subject to modification) will be endorsed on each Third Issue Bond in definitive form (if issued):

The £37,000,000 5.125 per cent. Secured Bonds due 2035/2037 (the **Third Issue Bonds** and, together with the Second Issue Bonds (as defined below) and the Original Bonds (as defined below), the **Bonds**, which expression shall in these Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 17 and forming a single series with the Bonds) of T.H.F.C. (Funding No.1) Plc (the **Issuer**) are constituted and secured by a Second Supplemental Trust Deed dated 5th March, 2007 (the **Second Supplemental Trust Deed**) made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Trustee**, which expression shall include its successor(s)) as trustee for the holders of the Bonds (the **Bondholders**) and the holders of the interest coupons appertaining to the Bonds (the **Couponholders** and the **Coupons** respectively, which expressions shall, unless the context otherwise requires, include the talons for further interest coupons (the **Talons**) and the holders of the Talons). The Second Supplemental Trust Deed is supplemental to the Trust Deed dated 21st December, 2004 (the **Principal Trust Deed**) made between the same parties and constituting £67,376,000 5.125 per cent. Secured Bonds due 2035/2037 of the Issuer (the **Original Bonds**) and the First Supplemental Trust Deed dated 21st December, 2006 (the **First Supplemental Trust Deed** and, together with the Principal Trust Deed and the Second Supplemental Trust Deed, the **Trust Deed**) made between the same parties and constituting £32,000,000 5.125 per cent. Secured Bonds due 2035/2037 (the **Second Issue Bonds**).

The Third Issue Bonds will, on issue, pursuant to Condition 17, be consolidated and form a single series with the Second Issue Bonds and the Original Bonds.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed, the Paying Agency Agreement dated 21st December, 2004 as supplemented by the First Supplemental Paying Agency Agreement dated 21st December, 2006 and the Second Supplemental Paying Agency Agreement dated 5th March, 2007 (together, the **Paying Agency Agreement**) made between the Issuer, the initial Paying Agent and the Trustee, the Liquidity Facility Agreement dated 21st December, 2004 as supplemented by the First Supplemental Liquidity Facility Agreement dated 21st December, 2006 and the Second Supplemental Liquidity Facility Agreement dated 5th March, 2007 (together, the **Liquidity Facility Agreement**) made between the Issuer, ABN AMRO Bank N.V. (the **Liquidity Facility Provider**) and the Trustee, the Loan Agreement dated 13th December, 2004 as supplemented by the First Supplemental Loan Agreement dated 15th December, 2006 and the Second Supplemental Loan Agreement entered into on or about 28th February, 2007 (together, the **Loan Agreement**) made between the Issuer and The Housing Finance Corporation Limited (**THFC**) and the Deeds of Accession entered into on 21st December, 2004, on 15th December, 2006 and on or about 28th February, 2007 (together, the **Deed of Accession**) made between the Issuer and THFC to the deed of priority made between, *inter alios*, the Issuer and THFC (the **Deed of Priority**) are available for inspection upon reasonable notice during normal business hours by the Bondholders and the Couponholders at the registered office for the time being of the Trustee, being at the date of issue of the Third Issue Bonds at Fifth Floor, 100 Wood Street, London EC2V 7EX, and at the specified office of the Paying Agent. The Bondholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Paying Agency Agreement, the Liquidity Facility Agreement, the Loan Agreement, the Deed of Accession and the Deed of Priority applicable to them.

1. DEFINITIONS

For the purposes of the Conditions:

Administrator means T.H.F.C. (Services) Limited or any successor or replacement administrator under the Corporate Services Agreement;

Authorised Adviser means ABN AMRO Bank N.V., London Branch;

Available Liquidity Receipts means all amounts from time to time received, and available for distribution, by the Issuer as a result of making a Liquidity Facility Drawing (as defined in the Liquidity Facility Agreement);

Available THFC Receipts means all amounts from time to time received, and available for distribution, by the Issuer, the Trustee or any receiver appointed by the Issuer or the Trustee other than Available Liquidity Receipts;

Business Day means any day other than a Saturday or a Sunday on which banks are open for business in London;

Corporate Services Agreement means the Corporate Services Agreement dated 13th December, 2004 between the Issuer and T.H.F.C. (Services) Limited or any successor or replacement agreement;

Enforcement Priority of Payments has the meaning given in Condition 4.3;

Event of Default has the meaning given in Condition 11;

Expected Maturity Date means 21st December, 2035;

Further Bonds has the meaning given in Condition 17;

Issuer Expenses means amounts due and payable by the Issuer (i) in respect of fees and expenses (including indemnities) to the Trustee under the Trust Deed, (ii) to the Paying Agent under the Paying Agency Agreement, (iii) to the independent accountants, agents and counsel of the Issuer for fees and expenses (including amounts payable in connection with the preparation of tax forms on behalf of the Issuer and any registered office fees), (iv) any other person in respect of any governmental fee, charge or tax, (v) to the Manager in respect of any amounts payable in respect of indemnities under the Subscription Agreement, (vi) to the Rating Agency (in respect of fees and expenses in connection with the ratings of the Bonds, including the annual fees payable to the Rating Agency for monitoring such rating), (vii) to the Authorised Adviser, the UK Listing Authority and the London Stock Exchange in respect of the listing of the Bonds, (viii) to the Administrator under the Corporate Services Agreement, and (ix) to any other person in respect of any other fees or expenses (including indemnities) permitted under the Trust Deed and the documents delivered pursuant to or in connection with the Trust Deed and the Bonds;

Legal Maturity Date means 21st December, 2037;

Manager means ABN AMRO Bank N.V. London Branch;

Parent means T.H.F.C. (Funding) Holdings Limited;

Paying Agent means The Bank of New York, London Branch, or any successor or replacement paying agent under the Paying Agency Agreement;

Payment Date means 21st June and 21st December of each year commencing on 21st June, 2007 up to, and including, the Legal Maturity Date. If any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event it shall be brought forward to the immediately preceding Business Day;

Payment Period means the period beginning on and including 21st December, 2006 and ending on but excluding the first Payment Date and each successive period beginning on and including a Payment Date and ending on but excluding the succeeding Payment Date;

Pre-Enforcement Priority of Payments has the meaning given in Condition 6.2;

Presentation Date means a day which (subject to Condition 10):

- (a) is or falls after the relevant due date;
- (b) is a day on which commercial banks and foreign exchange markets settle payments and are open for general business in the place of the specified office of the Paying Agent at which the Bond or Coupon is presented for payment; and
- (c) in the case of payment by credit or transfer to a Sterling account in London as referred to in Condition 7.2, is a Business Day;

Rating Agency means Standard & Poor's Rating Services, a division of The McGraw Hill Companies Inc. (or any successor to its ratings business);

Relevant Date means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Bondholders by the Issuer in accordance with Condition 14;

Relevant Jurisdiction means England or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Bonds and Coupons;

Sterling means the lawful currency for the time being of the United Kingdom;

Subscription Agreement means each of the subscription agreement dated 16th December 2004, the second issue subscription agreement dated 19th December, 2006 and the third issue subscription agreement dated on or about 28th February, 2007, each made between the Issuer, THFC and the Manager;

Taxes means present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of a Relevant Jurisdiction; and

Third Issue Closing Date means 5th March, 2007.

2. FORM, DENOMINATION AND TITLE

2.1 Form and Denomination

The Bonds are in bearer form, serially numbered, in the denomination of £1,000 with Coupons and one Talon attached on issue.

2.2 Title

Title to the Bonds and to the Coupons will pass by delivery.

2.3 Holder Absolute Owner

The Issuer, the Paying Agent and the Trustee may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Bond or Coupon as the absolute owner for all purposes (whether or not the Bond or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Bond or Coupon or any notice of previous loss or theft of the Bond or Coupon or of any trust or interest therein) and shall not be required to obtain any proof thereof or as to the identity of such bearer.

3. STATUS

The Bond and the Coupons are secured obligations of the Issuer and rank *pari passu* without any preference among themselves. The Bonds are secured by the security set out in Condition 4 but (upon enforcement) rank subordinate in priority in point of payment to any claims of, *inter alios*, the Trustee and the Liquidity Facility Provider against the Issuer as set out in the Enforcement Priority of Payments in Condition 4.3.

4. SECURITY

4.1 Security

Pursuant to the Trust Deed, the obligations of the Issuer under (inter alia) the Bonds, the Coupons, the Trust Deed, the Paying Agency Agreement and the Liquidity Facility Agreement are secured by:

- (a) a first floating charge on the whole of the Issuer's undertaking, property and assets, whatsoever and wheresoever situated, present and future, in favour of the Trustee; and
- (b) a first ranking assignment by way of security of the benefit of the floating charge granted to the Issuer by THFC pursuant to the Loan Agreement.

4.2 Enforcement of security

The security granted by the Issuer as referred to in Condition 4.1 will become enforceable upon the occurrence of an Event of Default as provided in Condition 11 or upon a default in payment by the Issuer on final redemption, in which event the Trustee may, in its discretion, and if so requested in writing by holders of at least one-fifth in aggregate principal amount of the Bonds then outstanding or by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders shall, subject to being indemnified to its satisfaction, and without any liability as to the consequence of such action and without having regard to individual Bondholders or Couponholders, take action immediately to enforce such security (including without limitation converting the floating charge into a fixed charge).

In addition, pursuant to the assignment referred to in Condition 4.1(b), upon the occurrence of an Event of Default (as defined in the Loan Agreement) under the Loan Agreement (whether or not the security granted by the Issuer as referred to in Condition 4.1 has become enforceable), the Trustee may, in its discretion, and if so requested in writing by holders of at least one-fifth in aggregate principal amount of the Bonds then outstanding or if so requested by the Liquidity Facility Provider or by an Extraordinary Resolution of the Bondholders shall, subject to being indemnified to its satisfaction, and without any liability as to the consequence of such action and without having regard to individual Bondholders or Couponholders, take action (as assignee of, and attorney for, the Issuer) immediately to enforce the floating charge granted to the Issuer by THFC pursuant to the Loan Agreement.

4.3 Application of proceeds

The Trust Deed requires that all monies received by or on behalf of the Trustee following enforcement with respect to the Bonds and/or the security therefor (in the event that the Bonds have become due and repayable in full), other than amounts standing to the credit of the Stand-by Account (as defined in the Liquidity Facility Agreement) (which are to be paid directly and only to the Liquidity Facility Provider), shall be applied according to the following priority (the **Enforcement Priority of Payments**):

- (a) to the payment of the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in connection with the enforcement of security;
- (b) to the payment of any accrued and unpaid taxes and statutory fees owing by the Issuer to any tax authority;
- (c) to the payment of any other unpaid fees and expenses of the Trustee (including, but not limited to, all amounts payable to the Trustee under the Trust Deed);
- (d) to the payment of any other due but unpaid Issuer Expenses;
- (e) to the payment of any amounts due but unpaid to the Liquidity Facility Provider under the Liquidity Facility Agreement;
- (f) to the payment, on a *pari passu* and *pro rata* basis, of any due but unpaid interest on the Bonds;
- (g) to the payment, on a *pari passu* and *pro rata* basis, of the principal due and payable on the Bonds; and
- (h) any surplus to the Issuer and any other person entitled thereto.

5. RESTRICTIONS ON ISSUER'S ACTIVITIES

So long as any of the Bonds remains outstanding, the Issuer will not, without the prior written consent of the Trustee, incur any other indebtedness or engage in any activity or business (other than the issue of Further Bonds and the performance of its obligations under the Bonds, the Coupons, the Trust Deed, the Paying Agency Agreement, the Loan Agreement, the Liquidity Facility Agreement, the Deed of Accession, the Deed of Priority, the Corporate Services Agreement and other related transactions and in connection with the provision of administrative services to manage the affairs of the Issuer and to maintain its corporate existence), declare or pay any dividends (save as provided in the Trust Deed), have any employees or subsidiary companies, consolidate or merge with any other person, convey or transfer its properties or assets substantially as an entirety to any person (save as provided in

the Trust Deed), give any guarantee or indemnity or grant any security interest over its assets other than pursuant to the Trust Deed.

6. INTEREST

6.1 Interest Rate and Payment Dates

The Third Issue Bonds bear interest from and including 21st December, 2006 at the rate of 5.125 per cent. per annum, payable in arrear by equal half-yearly instalments on each Payment Date. The first payment (for the period from and including 21st December, 2006 to but excluding 21st June, 2007) shall be made on 21st June, 2007.

6.2 Pre-Enforcement Priority of Payments

Prior to the Bonds having become due and repayable in full and the security in respect of the Bonds being enforced as described in Condition 4.2 and subject as provided in the Trust Deed, on the Third Issue Closing Date and each Payment Date up to, and including, the Expected Maturity Date (and, if the Bonds are not redeemed in full on the Expected Maturity Date, each Payment Date up to, and including, the Legal Maturity Date), the Issuer shall apply Available THFC Receipts and Available Liquidity Receipts (if any) in the order set out below (the **Pre-Enforcement Priority of Payments**):

- (a) to the payment of any accrued and unpaid taxes and statutory fees owing by the Issuer to any tax authority;
- (b) to the payment of any unpaid fees and expenses of the Trustee (including, but not limited to, all amounts payable to the Trustee under the Trust Deed);
- (c) to the payment of any other due but unpaid Issuer Expenses;
- (d) to the payment of any amounts due but unpaid to the Liquidity Facility Provider under the Liquidity Facility Agreement;
- (e) (in the case of payment on a Payment Date) to the payment, on a *pari passu* and *pro rata* basis, of the interest due and payable on the Bonds in respect of the Payment Period ending on such Payment Date; and
- (f) (in the case of Available THFC Receipts only) to the payment, on a *pari passu* and *pro rata* basis, of any principal due and payable on the Bonds.

6.3 Interest Accrual

Each Bond will cease to bear interest from and including the date on which it is due to be redeemed unless, upon due presentation, payment of the principal in respect of the Bond is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in the Trust Deed.

6.4 Calculation of Broken Interest

When interest is required to be calculated in respect of a period of less than a full Payment Period, it shall be calculated on the basis of (a) the actual number of days in the period from and including the date from which interest begins to accrue (the **Accrual Date**) to but excluding the date on which it falls due divided by (b) the actual number of days from and

including the Accrual Date to but excluding the next following Payment Date multiplied by two.

7. PAYMENTS AND EXCHANGES OF TALONS

7.1 Payments in respect of Bonds

Payments of principal and interest in respect of each Bond will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Bond, except that payments of interest due on a Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of the Paying Agent.

7.2 Method of Payment

Payments will be made by credit or transfer to an account in Sterling maintained by the payee with or, at the option of the payee, by a cheque in Sterling drawn on, a bank in London.

7.3 Missing Unmatured Coupons

Each Bond should be presented for payment together with all relative unmatured Coupons (which expression shall, for the avoidance of doubt, include Coupons falling to be issued on exchange of matured Talons). Upon the date on which any Bond becomes due and repayable, all unmatured Coupons appertaining to the Bond (whether or not attached) shall become void and no payment shall be made in respect of such Coupons.

7.4 Payments subject to Applicable Laws

Payments in respect of principal and interest on the Bonds are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 9.

7.5 Payment only on a Presentation Date

A holder shall be entitled to present a Bond or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 6, be entitled to any further interest or other payment if a Presentation Date is after the due date.

7.6 Exchange of Talons

On and after the Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of the Paying Agent in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

7.7 Initial Paying Agent

The name of the initial Paying Agent and its initial specified office are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of the Paying Agent and to appoint additional or other Paying Agents provided that:

- (a) there will at all times be a Paying Agent;
- (b) there will at all times be at least one Paying Agent having its specified office in a European city which so long as the Bonds are admitted to official listing on the London Stock Exchange shall be London or such other place as the UK Listing Authority may approve; and
- (c) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26th-27th November, 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination or appointment and of any change in specified office will be given to the Bondholders promptly by the Issuer in accordance with Condition 14.

8. REDEMPTION AND PURCHASE

8.1 Final Redemption of the Bonds

No payments of principal under the Bonds shall be made prior to the Expected Maturity Date except on an early redemption of the Bonds in accordance with Conditions 8.2 or 11. All outstanding Bonds not redeemed on or prior to the Expected Maturity Date will be redeemed in accordance with the Pre-Enforcement Priority of Payments on each date on which funds are available in the period from and including the Expected Maturity Date to and including the Legal Maturity Date, until redemption and payment in full of all amounts (including principal and interest) payable in respect of the Bonds. All interest accrued on the Bonds will be paid in accordance with the Pre-Enforcement Priority of Payments on each Payment Date to and including the Legal Maturity Date, until redemption and payment in full of all amounts (including principal and interest) payable in respect of the relevant Bonds.

8.2 Early Redemption

If the Loan (as defined in the Loan Agreement) becomes prepayable in whole or in part prior to the relevant repayment date as specified in the Loan Agreement, then the Issuer shall, (subject to the receipt by it from THFC under the Loan Agreement of sufficient funds to enable it to redeem the relevant principal amount of the Bonds in full, together with accrued interest) redeem Bonds in an aggregate principal amount equal to the nominal amount of the Loan being prepaid on the date which is 3 Business Days after that on which payment is made by THFC under the Loan Agreement. Redemption of the Bonds pursuant to this Condition shall (in the case of an Illegality Redemption or a Tax Redemption, each as defined in the Loan Agreement) be made at par (together with any interest accrued up to and including the date of redemption) and (in the case of an Optional Redemption or a Default Redemption, each as defined in the Loan Agreement) be made at the higher of the following:

- (a) par; and
- (b) the price (the **Redemption Price**), determined by a market maker selected by the Trustee (the **Market Maker**) and expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the Gross Redemption Yield on the Bonds, if they were to be purchased at such price on the fifth dealing day prior to the due date for redemption of the Bonds (the **Determination Date**), would be equal to the Gross Redemption Yield on the Determination Date of 4¹/₄% Treasury

Stock 2036 or, if such stock is no longer in issue or (in the opinion of the Market Maker) is not of sufficient size to be an accurate benchmark, of such other United Kingdom government stock as the Trustee, with the advice of three brokers or market-makers operating in the gilt-edged market, shall determine to be appropriate (the **Reference Stock**), on the basis of the middle market price of the Reference Stock prevailing at 11.00 a.m. on the Determination Date;

in each case, together with any interest accrued up to and including the date of redemption.

The **Gross Redemption Yield** on the Bonds and on the Reference Stock will be expressed as a percentage and will be calculated on the basis indicated by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 4 Section one: Price/Yield Formulae, "Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date".

Notice of any such redemption as is provided in this Condition 8.2 shall be given by the Issuer to the Trustee, the Paying Agent and the Bondholders as promptly as practicable.

In the case of a partial redemption of Bonds, Bonds to be redeemed will be selected in such place as the Trustee may approve and in such manner and at such time as the Trustee may deem appropriate and fair. Notice of any such selection will be given by the Issuer to the Bondholders as promptly as practicable. Each notice will specify the date fixed for redemption and the aggregate principal amount of the Bonds to be redeemed, the serial numbers of the Bonds called for redemption, the serial numbers of Bonds previously called for redemption and not presented for payment and the aggregate principal amount of the Bonds which will be outstanding after the partial redemption.

8.3 Purchase of Bonds by THFC or a Bond Issuance Authorised Borrower

THFC or any Bond Issuance Authorised Borrower (as defined in the Loan Agreement) may at any time purchase Bonds on the London Stock Exchange or by tender (available to all Bondholders alike) or by private treaty at any price. Following any such purchase, THFC or such Bond Issuance Authorised Borrower (as the case may be) may surrender the Bonds to the Issuer to be cancelled. An amount equal to the outstanding principal amount of the Bonds being surrendered shall be deemed prepaid under the Loan Agreement (but, for the avoidance of doubt, without triggering a redemption under Condition 8.2). Such surrendered and cancelled Bonds shall not be available for reissue.

8.4 Purchase of Bonds by Issuer

The Issuer may not at any time purchase Bonds.

8.5 Cancellation

All Bonds redeemed by the Issuer pursuant to Condition 8.2 shall be cancelled and may not be resold or reissued.

9. TAXATION

All payments in respect of the Bonds by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any Taxes, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will not be obliged to make any additional payments to Bondholders or Couponholders in respect of such

withholding or deduction. Any such withholding or deduction will not constitute an Event of Default under Condition 11.

10. PRESCRIPTION

Bonds and Coupons (which for this purpose shall not include Talons) will become void unless presented for payment within periods of 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the Bonds or, as the case may be, the Coupons, subject to the provisions of Condition 7. There shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue under this paragraph or Condition 7.

11. EVENTS OF DEFAULT

If any Event of Default (as defined below) occurs and is continuing, then the Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth of the aggregate outstanding principal amount of the Bonds or if so requested by an Extraordinary Resolution of the Bondholders shall (subject to being indemnified to its satisfaction), give notice to the Issuer that the Bonds are, and they shall accordingly immediately become, due and repayable at the higher of par and the Reference Price (calculated in accordance with Condition 8.2) together with accrued interest. Upon the occurrence of an Event of Default, the security shall become enforceable as referred to in Condition 4.2. Each of the following events is an **Event of Default**:

- (a) if the Issuer shall default in the payment when due of any monies payable on early redemption of the whole or any part of the Bonds or for a period of 14 days in the payment of any interest due on the Bonds; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Bonds, the Coupons or the Trust Deed, the breach of which obligation the Trustee certifies to be materially prejudicial to the interests of the Bondholders, and (except in any case where the Trustee considers the failure to be incapable of remedy or certifies that in its opinion any delay would be materially prejudicial to the interests of the Bondholders when no continuation or notice as is hereinafter mentioned will be required) such failure continues for a period of 21 days (or such longer period as the Trustee may permit) next following the service by the Trustee upon the Issuer of notice requiring the same to be remedied; or
- (c) if any order shall be made by any competent court or any resolution passed for the winding up or dissolution of the Issuer (save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms approved by the Trustee) or the Issuer becomes unable to pay its debts as and when they fall due, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (d) if (i) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or assets of the Issuer or an encumbrancer takes possession of the whole or any part of the undertaking or assets of the Issuer, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in

force against the whole or any part of the undertaking or assets of the Issuer, and (ii) in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), is not discharged within 14 days; or

- (e) if the Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (f) if any event occurs which, under the laws of any Relevant Jurisdiction, has or may have, in the Trustee's opinion, an analogous effect to any of the events referred to in subparagraphs (c) to (e) above.

12. EXERCISE AND ENFORCEMENT

12.1 Exercise and Enforcement

As more particularly provided in the Trust Deed, the Trustee will not be bound as against the Bondholders to take any action (whether to enforce all or any of the security constituted by the Trust Deed or otherwise) unless:

- (a) it has been so requested in writing by the holders of at least one-fifth of the outstanding principal amount of the Bonds or has been so requested by an Extraordinary Resolution of the Bondholders or (in the case of enforcement, pursuant to the assignment referred to in Condition 4.1(b), of the floating charge granted to the Issuer by THFC pursuant to the Loan Agreement) by the Liquidity Facility Provider; and
- (b) it has been indemnified to its satisfaction.

12.2 Action by Bondholders

No Bondholder may take any action against the Issuer to enforce its rights in respect of the Bonds or to enforce all or any of the security constituted by the Trust Deed otherwise than through the Trustee.

13. REPLACEMENT OF BONDS AND COUPONS

Should any Bond or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

14. NOTICES

All notices to the Bondholders will be valid if published in a leading English language daily newspaper published in London or such other English language daily newspaper with general circulation in Europe as the Trustee may approve. It is expected that publication will normally be made in the *Financial Times*. The Issuer shall also ensure that notices are duly

published in a manner which complies with the rules and regulations of any stock exchange or relevant authority on which the Bonds are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this paragraph.

15. MEETINGS OF BONDHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

15.1 Meetings of Bondholders

The Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any meeting for passing an Extraordinary Resolution will be two or more persons present holding or representing more than 50 per cent. in principal amount of the Bonds for the time being outstanding, or at any adjourned such meeting two or more persons present whatever the principal amount of the Bonds held or represented by him or them. The Trust Deed does not contain any provisions requiring higher quorums in any circumstances. An Extraordinary Resolution passed at any meeting of the Bondholders will be binding on all Bondholders, whether or not they are present at the meeting, and on all Couponholders. A resolution in writing signed by or on behalf of the holders of not less than 95 per cent. in nominal amount of the Bond shall be as valid and effectual as an Extraordinary Resolution passed at a meeting of the Bondholders duly convened and held.

15.2 Modification, Waiver, Authorisation and Determination

The Trustee may, without the consent of the Bondholders or Couponholders (but subject to prior written consent from the Liquidity Facility Provider and confirmation from the Rating Agency that its then current rating of the Bonds would not be adversely affected), (i) agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or determine that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such (provided that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders) or (ii) agree to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest or proven error.

15.3 Trustee to have Regard to Interests of Bondholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders or Couponholders (whatever their number). In particular, but without limitation, it shall not have regard to the consequences of any such exercise for individual Bondholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof. The Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, the Trustee or

any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders.

15.4 Notification to the Bondholders

Any modification, waiver, authorisation or determination shall be binding on the Bondholders and the Couponholders and, unless the Trustee agrees otherwise, any modification shall be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 14.

16. INDEMNIFICATION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer, THFC, the Liquidity Facility Provider, Authorised Borrowers and their respective subsidiaries or associated companies, or any of them, without accounting to the Bondholders or Couponholders for any profit resulting therefrom.

17. FURTHER ISSUES

Subject to the rest of this Condition 17, the Issuer shall have the power, without the consent of the Trustee, from time to time to create and issue further bonds (**Further Bonds**) which will be in bearer form and carry the same terms and conditions in all respects (other than the issue date and in respect of the first payment of interest) as, and shall be consolidated and form a single series and rank *pari passu* with, and share the same security as, the Bonds. The Further Bonds shall be constituted and secured by a deed supplemental to the Trust Deed (in such form as the Trustee may approve).

The proceeds of any issue of Further Bonds may be applied to the making of further advances under the Loan Agreement. It shall be a condition precedent to the issue of any Further Bonds that: (i) they shall be assigned the same rating by the Rating Agency as is then applicable to the Bonds; (ii) the then current rating of the Bonds shall not be adversely affected by such issue; and (iii) the Issuer shall enter into such other arrangements as may be necessary to obtain the requisite rating by the Rating Agency of the Further Bonds.

The Issuer shall not be entitled to issue Further Bonds if any default exists in relation to any amount due from the Issuer or any default exists under the Loan Agreement.

18. GOVERNING LAW

The Trust Deed, the Bonds and the Coupons are governed by, and will be construed in accordance with, English law.

19. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Bond, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

SUMMARY OF PROVISIONS RELATING TO THE THIRD ISSUE BONDS WHILE REPRESENTED BY THE THIRD ISSUE GLOBAL BOND

The following is a summary of the provisions to be contained in the Trust Deed to constitute the Third Issue Bonds and in the Third Issue Global Bond which will apply to, and in some cases modify, the Conditions of the Third Issue Bonds while the Third Issue Bonds are represented by the Third Issue Global Bond.

1. Exchange

The Third Issue Global Bond and the global bonds representing the Original Bonds and the Second Issue Bonds (together, the **Global Bonds**) will be exchangeable in whole but not in part (free of charge to the holders) for definitive Bonds only:

- (a) upon the happening of any of the events defined in the Trust Deed as "Events of Default";
- (b) if either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee is available; or
- (c) if the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Bonds in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holders of the Global Bonds (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer, and (in the case of (c) above) the Issuer may give notice to the Trustee and the Bondholders, of its or their intention to exchange the Global Bonds for definitive Bonds on or after the Exchange Date (as defined below).

On or after the Exchange Date the holders of the Global Bonds may or, in the case of (c) above, shall surrender the Global Bonds to or to the order of the Paying Agent. In exchange for the Global Bonds the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of definitive Bonds (having attached to them all Coupons in respect of interest which has not already been paid on the Global Bonds), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Global Bonds, the Issuer will procure that they are cancelled and, if the holders so request, returned to the holders together with any relevant definitive Bonds.

For these purposes, **Exchange Date** means a day specified in the notice requiring exchange falling not less than 60 days after that on which such notice is given and being a day on which banks are open for general business in the place in which the specified office of the Paying Agent is located and, except in the case of exchange pursuant to (b) above, in the place in which the relevant clearing system is located.

2. Payments

Payments of principal and interest in respect of Bonds represented by the Global Bonds will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of the relevant Global Bond to the order of the Paying Agent. A record of each payment made will be endorsed on the appropriate part of the schedule to the relevant Global Bond by or on behalf of the Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Bonds.

3. Notices

For so long as all of the Bonds are represented by the Global Bonds and the Global Bonds are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 14.

Whilst any of the Bonds held by a Bondholder are represented by a Global Bond, notices to be given by such Bondholder may be given by such Bondholder (where applicable) through Euroclear and/or Clearstream, Luxembourg and otherwise in such manner as the Paying Agent and Euroclear and Clearstream, Luxembourg may approve for this purpose.

4. Accountholders

For so long as all of the Bonds are represented by the Global Bonds and the Global Bonds are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including, but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders and giving notice to the Issuer pursuant to Condition 11) other than with respect to the payment of principal and interest on such principal amount of such Bonds, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearers of the Global Bonds in accordance with and subject to their terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearers of the Global Bonds.

5. Prescription

Claims against the Issuer in respect of principal and interest on the Bonds represented by the Global Bonds will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date.

6. Cancellation

Cancellation of any Bond represented by a Global Bond and required by the Conditions of the Bonds to be cancelled following its redemption or purchase and surrender will be effected by endorsement by or on behalf of the Paying Agent of the reduction in the principal amount of the relevant Global Bond on the relevant part of the schedule thereto.

7. Euroclear and Clearstream, Luxembourg

References in the Global Bonds and this summary to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee.

USE OF PROCEEDS

The gross proceeds of the issue of the Third Issue Bonds, being approximately £38,689,420, will be lent to THFC pursuant to the Loan Agreement. The net proceeds of the issue of the Third Issue Bonds (after taking account of the expenses of the issue) will amount to approximately £38,359,454. THFC will lend the gross proceeds received by it (with the exception of a sum equivalent to 74 days' accrued interest, which will be retained by THFC) to the Third Bond Issuance Authorised Borrower (as defined under "*Description of the Authorised Borrowers*") for the purposes and on the terms set out under "*Description of the Authorised Borrowers*", with the Third Bond Issuance Authorised Borrower reimbursing THFC for the expenses of the issue.

DESCRIPTION OF THE ISSUER

INTRODUCTION

The Issuer was incorporated under the Companies Act 1985 for an unlimited duration and registered on 18th November, 2004 under English law with registration number 5290731. The registered office of the Issuer is 4th Floor, 107 Cannon Street, London EC4N 5AF and its telephone number is (+44) (0)20 7337 9920. 49,999 issued shares of the Issuer are held by the Parent (T.H.F.C. (Funding) Holdings Limited), a holding company whose only assets comprise such shares, and one issued share is held by T.H.F.C. (Services) Limited (the **Share Trustee**). The entire issued share capital of the Parent is held by the Share Trustee under the terms of an instrument of trust (the **Instrument of Trust**) dated 13th December, 2004 under which the Share Trustee holds the share capital of the Parent on trust for the benefit of such charities or charitable purposes as the Share Trustee shall determine and failing such determination on trust for the Worldwide Fund for Nature.

CAPITALISATION

The authorised capital of the Issuer consists of £50,000 divided into 50,000 ordinary shares of £1 par value each, all of which have been issued one-quarter paid. The paid-up capital of the Issuer is £12,500.

The following table, has been prepared for illustrative purposes only, and sets out the unaudited capitalisation of the Issuer as at 31st January, 2007 adjusted to reflect the Third Issue Bonds now being issued. Please note that due to its nature the table addresses a hypothetical situation and, therefore, does not represent the company's actual financial position or results.

	£
Share capital.....	12,500.00
Original Bonds issued in 2004 and Second Issue Bonds issued in 2006	99,376,000.00
The Third Issue Bonds now being issued.....	37,000,000.00
Total Capitalisation.....	136,388,500.00

As at 31st January, 2007, other than the Original Bonds, the Second Issue Bonds and other obligations described in this Offering Circular, the Issuer had no indebtedness, contingent liabilities, guarantees or indebtedness guaranteed by third parties.

Since 31st January, 2007 there has been no change in the capitalisation and indebtedness and the contingent liabilities and guarantees and the indebtedness guaranteed by third parties.

BUSINESS

The Issuer was established for the limited purpose of the issue of Bonds and Further Bonds and the making of Loans to THFC.

DIRECTORS

The directors of the Issuer and their principal activities in relation to the Issuer are:

Directors of the Issuer

Name	Business Address	Principal Activities
David Ronald Creed	4th Floor 107 Cannon Street London EC4N 5AF	Company Director
Fenella Jane Edge	4th Floor 107 Cannon Street London EC4N 5AF	Group Treasurer The Housing Finance Corporation Limited Management of Special Purpose Companies
John Piers Williamson	4th Floor 107 Cannon Street London EC4N 5AF	Company Director Chief Executive The Housing Finance Corporation Limited Management of Special Purpose Companies
Colin John Burke	4th Floor 107 Cannon Street London EC4N 5AF	Finance Manager and Company Secretary The Housing Finance Corporation Limited Management of Special Purpose Companies

The secretary of the Issuer is T.H.F.C. (Services) Limited.

With the exception of the above, the Issuer has no employees or non-executive directors.

All of the directors of the Issuer are either on the board of THFC or employed by a wholly owned subsidiary of THFC and so have a potential conflict of interest with the Issuer.

T.H.F.C. (SERVICES) LIMITED (THE ADMINISTRATOR)

The Administrator is a wholly owned subsidiary of THFC. The Administrator's business is principally the provision of staff and various management and company secretarial services to members of the THFC group and managed third party loan aggregating companies.

The Administrator provides certain administrative, secretarial and managerial services to the Issuer, including the keeping of proper accounting and tax records, liaison with THFC as required with relation to payments of interest, principal and any other amounts payable under the Loan Agreement and with the Trustee, THFC, the Liquidity Facility Provider and the Paying Agent with respect to payments under the Bonds, the provision of such information and/or documentation as is required under the Trust Deed and providing directors for the Issuer all as more particularly described in the Corporate Services Agreement.

The Corporate Services Agreement may be terminated by:

- (a) either party upon material breach by the other party of any covenant in the Corporate Services Agreement which is not remedied within three months from notice of the material breach; or
- (b) either party upon a default leading to acceleration of the maturity of the Bonds or an event of default under the Loan Agreement.

AUDITORS AND FINANCIAL STATEMENTS

The Issuer has appointed PricewaterhouseCoopers LLP of Southwark Towers, 32 London Bridge Street, London SE1 9SY as its auditors. PricewaterhouseCoopers LLP are chartered accountants and registered auditors and are members of the Institute of Chartered Accountants in England and Wales. They have audited the annual accounts of the Issuer since its incorporation.

A copy of the Issuer's audited financial statements for the period from incorporation to 31st December, 2005 are set out in the Appendix.

DESCRIPTION OF THFC

Introduction

The Housing Finance Corporation Limited (**THFC**) was incorporated in England in 1987 and has its registered office at 4th Floor, 107 Cannon Street, London EC4N 5AF.

THFC is an industrial and provident society controlled by a Board of nine members who are listed below. The Board carries out the equivalent functions of the board of directors of a limited liability company and the use of the term **Directors** hereinafter is to be construed accordingly. The Housing Corporation and The National Housing Federation both have the right to appoint a director to the Board. The National Housing Federation is represented on the Board by its Chief Executive. The Housing Corporation's nominee is its current Head of Private Finance. The remainder of the Board consists of representatives from both the housing association and the commercial sectors, as well as the current Chief Executive of THFC and the Group Treasurer of THFC.

As at 31st January, 2007 THFC and its lending subsidiaries T.H.F.C. (Indexed) Limited, T.H.F.C. (Indexed 2) Limited, T.H.F.C. (First Variable) Limited, T.H.F.C. (Social Housing Finance) Limited, UK Rents (No.1) PLC and T.H.F.C. (Capital) PLC (and together with T.H.F.C. (Services) Limited (**THFCS**), the **THFC Group**) had £1,630 million of loans outstanding to circa 130 registered social landlords of which £842 million was outstanding in THFC.

The Business of THFC

The business of THFC is to make Authorised Loans to Authorised Borrowers, which Authorised Loans are in turn financed by means of public and private stock issues and bank loans. The terms of THFC's loans mirror the terms of its borrowings in order that the cash flows from its assets service its cash flows on its borrowings. The difference between the income, including fees, which THFC receives in respect of its Authorised Loans and Permitted Investments, and the cost of its borrowings constitutes THFC's principal source of net income. All of THFC's borrowings are secured by means of a *pari passu* floating charge on all of THFC's assets and there is no contractual linkage between the borrowers in relation to Authorised Loans and the trustees or banks in relation to the stock issues or bank loans which are raised initially to fund those loans. Accordingly, a default by an Authorised Borrower under an Authorised Loan will not of itself constitute an event of default under the terms of THFC's relevant Trust Deeds or bank loan agreements. However, by virtue of the provisions relating to the Issuer's Accounts, capital sums received by THFC in respect of Authorised Loans made out of the proceeds of one series of stock, bond or bank loan must be applied in the ways specified by the terms of such series of stock, bond or bank loan. This will normally restrict THFC from using such sums to repay any other stock, bond or bank loan.

THFC Directors

Name	Address	Principal Activities
David Ronald Creed	4 th Floor 107 Cannon Street London EC4N 5AF	Company Director
Pamela Elizabeth Alexander	4 th Floor 107 Cannon Street London EC4N 5AF	Chief Executive South East England Development Agency Governor of Peabody Trust
Michael Daniel Boohan	4 th Floor 107 Cannon Street London EC4N 5AF	Company Director
	4 th Floor	Group Treasurer The Housing

Fenella Jane Edge	107 Cannon Street London EC4N 5AF	Finance Corporation Limited Management of Special Purpose Companies
Roger Philip Mountford	4 th Floor 107 Cannon Street London EC4N 5AF	Company Director
David Orr	4 th Floor 107 Cannon Street London EC4N 5AF	Chief Executive The National Housing Federation
Gillian Rowley	4 th Floor 107 Cannon Street London EC4N 5AF	Head of Private Finance The Housing Corporation
Sadru Visram	4 th Floor 107 Cannon Street London EC4N 5AF	Housing Finance Consultant Management of Special Purpose Companies
John Piers Williamson	4 th Floor 107 Cannon Street London EC4N 5AF	Company Director Chief Executive The Housing Finance Corporation Limited Management of Special Purpose Companies

THFC Management

In 1994, THFC established a wholly-owned subsidiary, THFCS (the **Administrator**), whose principal place of business is at 4th Floor, 107 Cannon Street, London, EC4N 5AF to provide management and loan administration services, under management agreements, to THFC and its other subsidiaries. THFC entered into such a management agreement (the **Management Agreement**) with the Administrator on 31st March, 1994. The Management Agreement can be terminated by either party on or after 31st March, 1999 by one year's notice in writing or earlier by either party in certain circumstances. No alternative arrangements for management exist.

THFC's executive team (each of whom is employed by the Administrator) consists of Piers Williamson, a former bank treasurer, appointed Chief Executive in October 2002; Fenella Edge, a former bank director, appointed Group Treasurer in November 2002; and Colin Burke, a chartered accountant, who was appointed Finance Manager and Company Secretary in October 2002.

Listed Securities

The following securities of THFC are listed on the regulated market of the UKLA and admitted to trading on the London Stock Exchange:

Zero Coupon Debenture Stock 2012, ISIN GB0004410295;
5% Debenture Stock 2027, ISIN GB0004410071;
7% Debenture Stock 2009 (Series I), ISIN GB0004397781;
7% Debenture Stock 2009 (Series II), ISIN GB0004398086;
8.625% Debenture Stock 2023, ISIN GB0004398318;
9.625% Debenture Stock 2025, ISIN GB0004398425; and
11.5% Debenture Stock 2016, ISIN GB0004398193.

CAPITALISATION AND INDEBTEDNESS OF THFC

As at close of business on 31st March, 2006 the consolidated share capital, reserves and indebtedness of THFC as extracted from its audited consolidated accounts were as set out in the following table:

Capital and Reserves	31 March 2006
	£000
Called up share capital	-*
Profit and loss account	<u>6,496</u>
	<u>6,496</u>

*As at 31st March 2006 the authorised allotted, called up and fully paid share capital of THFC was £6 comprising six shares of £1 nominal each.

Indebtedness of the THFC Group	31 March 2006
	£000
THFC Debenture Stocks	
£93,502,160 Zero Coupon Debenture Stock 2012	44,818
£50,954,200 5% Debenture Stock 2027	26,477
£14,463,750 7% Debenture Stock 2009	12,744
£25,390,000 Stepped Coupon Debenture Stock 2019	37,619
£15,000,000 12.04% Annuity Debenture Stock 2021	13,891
£231,500,000 11.5% Debenture Stock 2016	185,500
£218,000,000 8.625% Debenture Stock 2023	197,600
£8,000,000 8.8% Annuity Debenture Stock 2023	7,487
£13,000,000 10.0938% Annuity Debenture Stock 2024	12,664
£66,950,000 9.625% Debenture Stock 2025	56,950
THFC Bank Loans	
£5,000,000 Variable Rate Facility 2010	5,000
£5,000,000 Variable Rate Facility 2010	2,000
£2,750,000 Fixed/Variable Rate Facility 2021	563
£6,000,000 Variable Rate Revolving Credit Facility	5,500
£26,500,000 Fixed Rate Facility 2023	16,860
£10,000,000 Fixed Rate Facility 2024	23,840
£20,000,000 Fixed Rate Facility 2025	18,106
£10,000,000 Variable Rate Revolving Credit Facility 2006	5,000
£9,350,000 Fixed Rate Facility 2028	9,350
£5,000,000 Variable Rate Revolving Credit Facility 2006	1,500
£11,000,000 Fixed/Variable Rate Facility 2026	11,000
£10,000,000 Fixed/Variable Rate Facility 2028	9,260
£15,000,000 Variable Rate Facility 2029	13,340
£15,000,000 Fixed/Variable Rate - 25 Year	3,000
£20,000,000 Revolving Facility - 5 Year	20,000
	<hr style="border: 0.5px solid black;"/>
	740,069
THFC Loan from T.H.F.C. (Funding No. 1) PLC	
Long term - 5.125% due 2035 (Bullet)	67,376
	<hr style="border: 0.5px solid black;"/>
T.H.F.C. (Social Housing Finance) Limited	
Debenture Stocks	
£130,500,000 8.75% Debenture Stock 2016/2021	117,100
T.H.F.C. (Social Housing Finance) Limited	
Bank Loans	

£17,700,000	Fixed Rate Loan 2023	15,156
£40,000,000	Fixed Rate Loan 2024	19,884
£18,900,000	Fixed Rate Loan 2025	17,001
		<hr/>
		169,141
 T.H.F.C. (Indexed) Limited Indexed Linked Debenture Stock		
£100,000,000	5.65% Index Linked Debenture Stock 2020	101,429
 T.H.F.C. (Indexed 2) Limited Indexed Linked Debenture Stock		
£56,000,000	5.50% Index Linked Debenture Stock 2024	63,441
 T.H.F.C. (First Variable) Limited		
£38,900,000	Variable Rate Loan 2023	22,309
 UK Rents (No. 1) PLC		
£36,143,000	Rental Securitisation 2025	35,726
£723,000	Subordinated loan	723
		<hr/>
		36,449
 T.H.F.C. (Capital) PLC		
£239,500,000	6.38% Secured Bond 2042	239,500
£375,000,000	Variable Rate Loans	138,000
		<hr/>
		377,500
		<hr/>
		1,577,714
 Premium/discount⁴		
		29,961
 Total		
		<hr/>
		1,607,675

Notes:

^{1.} As at 31st March, 2006 the balance on the audited unconsolidated Income Statement of THFC was £3,876,000.00.

^{2.} At 31st March, 2006 THFC had no outstanding contingent liabilities and guarantees nor any indebtedness guaranteed by a third party.

^{3.} All of THFC's borrowings are secured by means of a pari passu floating charge on all of THFC's assets.

^{4.} Following the adoption of IFRS by THFC in the year ended 31st March, 2006 loans and debenture stocks are stated at amortised cost. Any discounts or premiums on issue are deducted from/ added to the original loan or debenture stock value and charged or credited to the income statement over the expected life of the loan/debenture stock so that the interest payable, as adjusted for the amortisation of discount/premiums, gives a constant yield to maturity.

The following table, has been prepared for illustrative purposes only, and sets out the consolidated indebtedness of THFC as at 31st January, 2007 adjusted to reflect the Third Issue Loan. Please note that due to its nature the table addresses a hypothetical situation and, therefore, does not represent the company's actual financial position or results.

		31 st January 2007	Prepayments	Bond Related Loans
THFC Debenture Stocks		£000	£000	£000
£93,502,160	Zero Coupon Debenture Stock 2012	47,236		
£50,954,200	5% Debenture Stock 2027	26,631		
£14,463,750	7% Debenture Stock 2009	12,952		
£25,390,000	Stepped Coupon Debenture Stock 2019	37,610		
£15,000,000	12.04% Annuity Debenture Stock 2021	13,555		
£231,500,000	11.5% Debenture Stock 2016	185,500	(6,000)	
£218,000,000	8.625% Debenture Stock 2023	197,600		
£8,000,000	8.8% Annuity Debenture Stock 2023	7,284		
£13,000,000	10.0938% Annuity Debenture Stock 2024	12,412		
£66,950,000	9.625% Debenture Stock 2025	56,950		
THFC Bank Loans				
£5,000,000	Variable Rate Facility 2010	5,000		
£5,000,000	Variable Rate Facility 2010	2,000		
£2,750,000	Fixed/Variable Rate Facility - 2021	544		
£6,000,000	Variable Rate Revolving Credit Facility	4,000		
£26,500,000	Fixed Rate Facility 2023	15,453		
£27,000,000	Fixed Rate Facility 2024	23,471		
£20,000,000	Fixed Rate Facility 2025	5,858		
£10,000,000	Variable Rate Revolving Credit Facility 2007	5,000		
£9,350,000	Fixed Rate Facility 2028	9,350		
£5,000,000	Variable Rate Revolving Credit Facility 2010	3,000		
£17,000,000	Fixed/Variable Rate Facility 2026	11,000		
£10,000,000	Fixed/Variable Rate Facility 2028	9,860		
£15,000,000	Variable Rate Facility 2029	14,472		
£15,000,000	Fixed/Variable Rate - 25 Year	4,300		
£20,000,000	Revolving Facility - 5 Year	11,010		
£100,000,000	Fixed/Variable Rate Facility -20 Year	7,000		
		729,048	(6,000)	
THFC Loan from T.H.F.C. (Funding No. 1) PLC				
£99,376,000	Long term - 5.125% due 2035 (Bullet)	99,376		37,000
T.H.F.C. (Social Housing Finance) Limited				
Debenture Stocks				
£130,500,000	8.75% Debenture Stock 2016/2021	117,100		
T.H.F.C. (Social Housing Finance) Limited				
Bank Loans				
£17,500,000	Fixed Rate Loan 2023	7,122		
£40,000,000	Fixed Rate Loan 2024	19,579		
£18,900,000	Fixed Rate Loan 2025	16,732		
		160,533		

T.H.F.C. (Indexed) Limited Indexed Linked Debenture Stock		
£100,000,000	5.65% Index Linked Debenture Stock 2020	99,743
T.H.F.C. (Indexed 2) Limited Indexed Linked Debenture Stock		
£56,000,000	5.50% Index Linked Debenture Stock 2024	62,085
T.H.F.C. (First Variable) Limited		
£38,900,000	Variable Rate Loan 2023	18,827
UK Rents (No. 1) PLC		
£36,143,000	Rental Securitisation 2025	35,490
£723,000	Subordinated loan	723
		36,213
T.H.F.C. (Capital) PLC		
£239,500,000	6.38% Secured Bond 2042	239,500
£375,000,000	Variable/Fixed Rate Loans	157,500
		397,000
Premium/Discount		28,818
Total		1,631,643 (6,000) 37,000

Other than as described in the notes above, since 31st March 2006, there has been no material change in the capitalisation and indebtedness and the contingent liabilities and guarantees and the indebtedness guaranteed by third parties.

The figures for Prepayments and Bond Related Loans show adjustments to THFC's consolidated indebtedness for the Bonds now being issued and the effect of the Second Supplemental Loan Agreement as well as proposed prepayments associated with the issue of the Bonds.

DESCRIPTION OF THE AUTHORISED BORROWERS

Authorised Borrowers

Each Authorised Borrower is an entity whose principal purpose, objects and powers are to provide, construct, improve, manage, facilitate or encourage the construction or improvement of housing accommodation. Each is either an industrial and provident society or a charitable trust and all are registered social landlords whose activities are regulated by The Housing Corporation (in England), or Housing for Wales through the Welsh Office (in Wales). Each Authorised Borrower is prohibited by its constitution from trading for profit and any surplus which may result from its operations may not be distributed, either directly or indirectly, in any way whatsoever among its members.

The Bond Issuance Authorised Borrowers

THFC has covenanted to the Issuer in the Loan Agreement that the proceeds of the Loan (as defined in the Loan Agreement) will be on-lent to specified Authorised Borrowers (the **Bond Issuance Authorised Borrowers**) under separate loan agreements with THFC entered into on 13th December, 2004 (the **First Bond Issuance Authorised Loans**), on 15th December, 2006 (the **Second Bond Issuance Authorised Loans**) or on or about 28th February, 2007 (the **Third Bond Issuance Authorised Loan** and, together with the First Bond Issuance Authorised Loans and the Second Bond Issuance Authorised Loans, the **Bond Issuance Authorised Loans**). The Bond Issuance Authorised Borrower which enters into the Third Bond Issuance Authorised Loan is referred to in this Offering Circular as the **Third Bond Issuance Authorised Borrower**.

Each Bond Issuance Authorised Loan has been and will be made by THFC in the normal course of its business and will comply with THFC's current core terms as required in THFC's existing trust deeds (the **Standard Lending Criteria**, which are described in "*Schedule of Existing THFC Core Terms*"). Each Bond Issuance Authorised Loan is or will be governed by English law. Each Bond Issuance Authorised Loan will have a bullet repayment maturity to take place on 17th December, 2035 with no grace period. Payments of interest under each currently outstanding Bond Issuance Authorised Loan are made to the main bank account of THFC held with Barclays Bank plc as set out in paragraph 8 under "*General Information*". It is anticipated that payments of interest and principal under each Bond Issuance Authorised Loan will continue to be made to such bank account. THFC is obliged under the Loan Agreement to maintain an up-to-date list of Bond Issuance Authorised Loans (as amended or replaced from time to time) which will be provided annually to, and may be inspected at any time by, the Issuer and the Trustee. The Bond Issuance Authorised Borrowers have granted or will grant Fixed Charge Security or an initial charge over cash and where land or property has been or will be charged have received or will receive consent under Section 9 of the Housing Act 1996. It should be noted that THFC is entitled under the terms of its existing trust deeds and the Loan Agreement to allow an Authorised Borrower to swap from fixed charge security to floating charge security. THFC believes that the interest and other amounts (other than principal) payable by the Bond Issuance Authorised Borrowers will (assuming that the Bond Issuance Authorised Borrowers comply with their obligations under the Bond Issuance Authorised Loans) be sufficient to service all amounts due and payable on the Loan Agreement (when added to the accrued interest being retained by THFC out of the proceeds of the Third Issue Bonds lent to it by the Issuer).

The Existing Authorised Borrowers

The **Existing Authorised Borrowers** are borrowers from THFC under loan agreements other than the Third Bond Issuance Authorised Loan complying with the relevant Standard Lending Criteria, which are described in "*Schedule of Existing THFC Core Terms*" (the **Existing Authorised Loans**).

Details of Existing Authorised Loans are set out below:-

The Housing Finance Corporation Limited				
Authorised Borrowers	Authorised Loans Existing as at 31 March 2006¹	Other Movements²	Prepayments³	New⁴
	£000	£000	£000	£000
A2 Winchester Housing Association Limited	2,500			
Acton Housing Association Limited	25,542	(140)		
Adactus Housing Association Limited	5,500			
Agudas Israel Housing Association Limited	209			
Aldwyck Housing Association Limited	18,446	(45)		
Arena Housing Association Limited	5,000			
Asra Greater London Housing Association Limited	10,000			
Axiom Housing Association Limited	5,359	16,999		
Beth Johnson Housing Association Limited	4,000			
Bethnal Green & Victoria Park Housing Association Limited	1,250			
Black Country HCSG Limited	7,000			
Bromford Carinthia	4,500			
Cambridge Housing Society Limited	4,200			
Cherwell Housing Trust Limited	5,000			
Cheviot Housing Association Limited	10,950	239		
Circle 33 Housing Trust Limited	1,084			
Clwyd Alyn Housing Association Limited	2,000			
Community Housing Association Limited	14,170	(134)		
Connect Housing	2,750			
Cotman Housing Association Limited	4,620			
Contour Homes	2,500			
Cymdeithas Tai Clwyd Cyf	1,500			
Cymdeithas Tai Eryri Limited	2,500			
Dartington Housing Association Limited	650			
De Montfort Housing Society Limited	11,800			
Devon & Cornwall Housing Association Limited	2,777	(67)		
Ealing Family Housing Association Limited	4,442	(8)		
East Midlands Housing Association Limited	15,410	1,530		
East Homes	22,251	(20,831)		
English Churches Housing Group Limited	20,487	(203)		
Estuary Housing Association Limited	7,923	(58)		
Equity Housing Group	3,316	(3)		
Family Housing Association	9,499	2		
Family Housing Association (Birmingham) Limited	6,000			
FCH Housing and Care	2,000			
Focus Housing Association Limited	28,668	3		
Habinteg Housing Association Limited	6,371	(97)		
Harden Housing Association (Midlands) Limited	4,000			
Hastoe Housing Association Limited	5,423	(58)		
Heantun Housing Association Limited	2,500	10,000		
Hexagon Housing Association Limited	1,500			
Hightown Praetorian Housing Association Limited	1,100			
Home Group Limited	2,777	(67)		
Innisfree Housing Association Limited	3,000			
Islington & Shoreditch Housing Association Limited	3,085	(2)		

The Housing Finance Corporation Limited

Authorised Borrowers	Authorised Loans Existing as at 31 March 2006¹	Other Movements²	Prepayments³	New⁴
	£000	£000	£000	£000
Johnnie Johnson Housing Trust Limited	3,500			
Knightstone Housing Association Limited	9,223	(90)		
Kush Housing Association Limited	4,000			
L & Q Beaver Limited	12,000	4		
Leeds Federated Housing Association Limited	3,000			
LHA - ASRA Group	22,450	46		
London & Quadrant Housing Trust	7,999			
Longhurst Housing Association Limited	9,400			
Manchester Methodist Housing Group	2,250			
Manningham Housing Association Limited	14,340	1,132		
Mercian Housing Association	34,217	(9,116)		
Metropolitan Housing Trust Limited	30,150	650		
Midland Area Housing Association Limited	10,450	(1,500)		
Minster General Housing Association Limited	6,079	(1)		
Moat Housing Society Limited	3,500			
Moseley & District Churches Housing Limited	3,050			
Mosaic Homes	4,124	(5)		
Mossclare Housing Limited	11,500	2,000		
Nene Housing Society Limited	1,864	(2)		
Network Housing Association Limited	34,033	1,378		
Newlon Housing Trust	5,070			
North British Housing Limited	26,051	67		
North London Muslim Housing Association Limited	1,000			
North Wales Housing Association Limited	2,500			
Nottingham Community Housing Association Limited	17,214	61		
Octavia Housing and Care	2,000			
Oxford Citizens Housing Association Limited	1,500			
Paddington Churches Housing Association Limited	2,500			
Pembrokeshire Housing Association Limited	1,000			
Penwith Housing Association Limited	5,938	(80)		
Portal Housing Association Limited	0	5,000		
Portsmouth Housing Association Limited	7,248	4		
Sadeh Lok Housing Limited	650			
Sanctuary Housing Association Limited	14,989	(474)		
SLFHA Limited	28,500			
South Yorkshire Housing Association Limited	1,500			
Southern Housing Group Limited	2,623	7,533		
Springboard Housing Association Limited	6,000			
St Pancras & Humanist Housing Association	5,600			
St Vincent 's Housing Association Limited	1,750	1,300		
Staffordshire Housing Association Limited	3,800			
Sutton Housing Society Limited	250			
Swaythling Housing Society Limited	22,500			
Taff Housing Association Limited	500			
Thames Valley Charitable Housing Association Limited	14,998	7		
Three Rivers Housing Association Limited	6,000			
Threshold Housing and Support Limited	5,000			
Touchstone Housing Association Limited	14,264	48		

The Housing Finance Corporation Limited

Authorised Borrowers	Authorised Loans Existing as at 31 March 2006 ¹	Other Movements ²	Prepayments ³	New ⁴
	£000	£000	£000	£000
Toynbee Housing Association Limited	500	600		
Trident Housing Association Limited	5,000			
Ujima Housing Association Limited	6,603	(4)		
United Welsh Housing Association Limited	4,500			
Walbrook Housing Association Limited	2,490			
Wales and West Housing Association Limited	9,000			
Wandle Housing Association Limited	26,722			
Waterloo Housing Association Limited	6,000			
West Country Housing Association Limited	6,000		(6,000)	37,000
West Pennine Housing Association Limited	3,000			
Wiltshire Rural Housing Association Limited	1,163	(19)		
Wirral Methodist Housing Association Limited	1,200			
Womens Pioneer Housing Limited	1,000			
Wycombe Friendship Housing Association Limited	629	0		
Yorkshire Housing Limited	0	5,000		
	807,440	20,599	(6,000)	37,000
Premium/Discount⁵	14,084	(450)		
Total	821,524	20,149	(6,000)	37,000

¹ Authorised loans are derived without material change from the audited accounts of THFC dated 31st March 2006

² Other movements on loans since 31st March 2006

³ Prepayments of Authorised Loans refinanced by New Authorised Loans

⁴ New Authorised Loans are derived without material change from the Authorised Loan Agreements dated on or about 28th February, 2007

⁵ Following the adoption of IFRS by THFC in the year ended 31st March 2006 Authorised Loans are stated at amortised cost.

Any discounts or premiums on issue are deducted from/added to the original loan value and credited or charged to the income statement over the expected life of the loan so that the interest receivable, as adjusted for the amortisation of discount/premiums, gives a constant yield to maturity.

The difference between the THFC indebtedness and THFC loans to Authorised Borrowers arises through timing differences on principal repayments.

Since 31 March 2006 Family Housing Association and Mosaic Homes have amalgamated to form Family Mosaic Housing and Focus Housing Association Limited, Midland Area Housing Association Limited and Touchstone Housing Association Limited have amalgamated to form Midland Heart Limited. In each case, the loans which were outstanding are now held by the new group entity, which is an Authorised Borrower.

Communities England and the Cave Review

On 17th January, 2007 the Communities Secretary announced proposals to create Communities England. This new body is intended to combine the functions of English Partnerships, the Housing

Corporation, and a range of work carried out by the Department of Communities and Local Government, including delivery in the areas of decent homes, housing market renewal, housing PFI, housing growth and urban regeneration. Consultation on the merger of the Housing Corporation into this new entity is expected to take place later in 2007.

A separate independent review (the Cave Review of the Regulation of Social Housing) was announced on 14th December, 2006. The review has been asked to look at how the regulatory system for social housing could be reformed and is intended to report to ministers in the first half of 2007 with a set of objectives and recommendations for the regulation of social housing.

DESCRIPTION OF THE LIQUIDITY FACILITY PROVIDER

ABN AMRO Holding N.V. (**Holding**) is incorporated as a limited liability company under Dutch law by deed of 30th May, 1990. As the holding company of ABN AMRO Bank, N.V. Holding's main purpose is to own ABN AMRO Bank, N.V. and its subsidiaries. Holding owns 100 per cent. of the shares of ABN AMRO Bank, N.V. and is jointly and severally liable for all liabilities of ABN AMRO Bank, N.V.. ABN AMRO Bank, N.V. is registered in the Commercial Register of Amsterdam under number 33002587. The registered office of ABN AMRO Bank, N.V. is at Gustav Mahlerlaan 10, 1082 PP Amsterdam, the Netherlands.

The ABN AMRO group (**ABN AMRO**), which consists of Holding and its subsidiaries (including ABN AMRO Bank, N.V.), is a prominent international banking group offering a wide range of banking products and financial services on a global basis through its network of more than 4,500 offices and branches in 53 countries and territories as of year-end 2006. ABN AMRO is one of the largest banking groups in the world with total consolidated assets of EUR 987.1 billion as at 31st December, 2006.

ABN AMRO is the largest banking group in the Netherlands and it has a substantial presence in Brazil and the Midwestern United States. ABN AMRO is one of the largest foreign banking groups in the United States, based on total assets held as of 31st December, 2006. ABN AMRO is listed on Euronext and the New York Stock Exchange.

The long-term, unsecured, unsubordinated and unguaranteed debt obligations of ABN AMRO Bank, N.V. are currently rated "AA-" by S&P, "Aa3" by Moody's Investors Service Inc. (**Moody's**) and "AA-" by Fitch. The short-term, unsecured, unsubordinated and unguaranteed debt obligations of ABN AMRO Bank, N.V. are currently rated "A-1+" by S&P, "P-1" by Moody's and "F1+" by Fitch.

Any press releases issued by ABN AMRO can be obtained from the ABN AMRO website at <http://www.abnamro.com/pressroom>.

The information in the preceding five paragraphs has been provided solely by ABN AMRO Bank, N.V. for use in this Offering Circular and ABN AMRO Bank, N.V. is only responsible for the accuracy of the preceding five paragraphs. Except for the foregoing five paragraphs, ABN AMRO Bank, N.V., in its capacity as the Liquidity Facility Provider and its affiliates have not been involved in the preparation of, and do not accept responsibility for, this Offering Circular.

SUMMARY OF THE LIQUIDITY FACILITY AGREEMENT

General Description

Pursuant to the terms of the Liquidity Facility Agreement, the Liquidity Facility Provider has granted a committed Sterling revolving credit facility to the Issuer which will allow the Issuer (failing whom the Trustee) to make drawings of up to a maximum aggregate principal amount of (currently) £10,187,000 or (following the execution of the Second Supplemental Liquidity Facility Agreement on the Third Issue Closing Date) £13,978,540 (the **Liquidity Commitment**) for the purpose of meeting any shortfall in the amount of funds available to the Issuer to pay Issuer Expenses (as defined in the Conditions) or interest on the Bonds. In the event of any partial redemption of the Bonds, the Liquidity Commitment may be reduced by the Liquidity Facility Provider (subject to S&P confirming that their rating of the Bonds will not be adversely affected). The Liquidity Commitment will not be made available to any other issue of securities by the Issuer except for Further Bonds.

The Liquidity Facility is a 364-day committed facility. Each year, the Issuer may request a renewal of the Liquidity Facility for a further 364 days by giving written notice to the Liquidity Facility Provider not more than 30 days and not less than 20 days before the expiration of the 364-day period.

An arrangement fee is payable up-front by the Issuer.

Liquidity Facility Drawings

If the Issuer determines at any time that the Issuer will not have sufficient funds to make the payments specified in *General Description* above (a **Liquidity Shortfall**), then the Issuer shall make a drawing under the Liquidity Facility (a **Liquidity Facility Drawing**) to apply towards the Liquidity Shortfall. The drawing will be made on the day which is two Business Days after the date of the request and will be the lesser of the amount of the Liquidity Shortfall and the amount available for drawing under the Liquidity Facility. A Liquidity Facility Drawing may only be made by a duly completed drawdown notice signed by an authorised signatory of the Issuer (or the Administrator or the Trustee on its behalf). Such drawing will be subject to the further conditions precedent that:

- no event of default exists under the Liquidity Facility or will result from the making of the drawing; and
- the Issuer delivers a certificate to the Liquidity Facility Provider signed by a Director of the Issuer to the effect that the net realisable value (calculated as provided in the Liquidity Facility Agreement) of THFC's assets available to the Issuer (after taking account of THFC's other liabilities ranking at least *pari passu* with the Issuer's claims under the Loan Agreement and before taking account of the liability of THFC to the Issuer) is at least twice the aggregate of the amounts outstanding and to be drawn under the Liquidity Facility and the interest and commitment fee accruing to the subsequent Payment Date.

Stand-by Account

The Liquidity Facility Agreement provides that if:

- the relevant rating of the Liquidity Facility Provider is downgraded by S&P below the rating specified in the Liquidity Facility Agreement; or
- the Liquidity Facility Provider does not agree to renew the Liquidity Facility beyond each 364-day commitment period,

the Issuer may, subject to the same conditions precedent applicable for making a Liquidity Facility Drawing described above, make a drawing under the Liquidity Facility (a **Stand-by Drawing**) in an amount equal to the unutilised portion of the Liquidity Commitment which it shall deposit into the Stand-by Account. Where a Stand-by Drawing has been made as a result of a rating downgrade, the Stand-by Account will be maintained with a bank having the requisite rating. Where a Stand-by Drawing has been made as a result of a refusal by the Liquidity Facility Provider to renew the Liquidity Facility, the Stand-by Account will be maintained with the Liquidity Facility Provider for so long as it has the requisite rating. Amounts standing to the credit of the Stand-by Account will be available to make Liquidity Facility Drawings when there is a Liquidity Shortfall, but may not be used for any other purpose (other than to repay the Liquidity Facility Provider where permitted to do so).

Amounts standing to the credit of the Stand-by Account will belong to the Issuer, including interest earned on these amounts, but subject to (i) the right of the Liquidity Facility Provider where it is the account bank to net interest payable by it on the Stand-by Account against amounts owed to it by the Issuer under the Liquidity Facility Agreement, and (ii) the Issuer not being entitled to use such amounts for any purpose other than to make a Liquidity Facility Drawing (or to repay the Liquidity Facility Provider where permitted to do so).

Interest on Liquidity Facility Drawings and Stand-by Drawings

Interest is payable to the Liquidity Facility Provider on the principal amount of a Liquidity Facility Drawing at a rate which is equal to LIBOR (as shown on Reuters LIBOR01 or, failing that, as otherwise determined by the Liquidity Facility Provider) plus a margin of 1.25 per cent. per annum plus any applicable mandatory costs.

Interest is payable to the Liquidity Facility Provider on the principal amount of a Stand-by Drawing at a rate which is equal to the Liquidity Facility Commitment Fee (as defined below) plus the rate of interest actually earned on the Stand-by Account. Unpaid interest will be added to the principal amount owed to the Liquidity Facility Provider and interest will accrue on that amount.

A commitment fee (the **Liquidity Facility Commitment Fee**) is also payable at the rate of 0.20 per cent. per annum on the undrawn, uncanceled amount of the Liquidity Facility. The Liquidity Facility Commitment Fee is payable semi-annually in arrear on each Payment Date.

Repayment of Liquidity Facility Drawings

The principal amount of each Liquidity Facility Drawing and interest thereon is repayable on the Payment Date following drawdown prior to making payments on the Bonds. Other than on the Legal Maturity Date, the Issuer may discharge this obligation by making a new Liquidity Facility Drawing. The Issuer may prepay a Liquidity Facility Drawing at any time if the prepayment is accompanied by payment of the Liquidity Facility Provider's breakage costs.

Events of Default under the Liquidity Facility Agreement

It is an event of default under the Liquidity Facility Agreement, whether or not that event is within the control of the Issuer, if, among other things:

- (a) the Issuer does not pay on the due date any amount due and payable under the Liquidity Facility Agreement other than where the non-payment is caused by technical or administrative error and is remedied within three Business Days of the due date; or
- (b) it is or becomes unlawful for the Issuer to make or receive a payment or to comply with any other material provision under the Liquidity Facility Agreement; or

(c) an Event of Default (as defined in the Trust Deed) occurs under the Bonds.

Consequences of Default

After the occurrence of an event of default under the Liquidity Facility Agreement, the Liquidity Facility Provider may by notice to the Issuer:

- cancel the Liquidity Commitment; and/or
- demand that all or part of the loans made to the Issuer under the Liquidity Facility Agreement, together with accrued interest and all other amounts accrued under the Liquidity Facility Agreement, be immediately due and payable; and/or
- demand that all or part of the loans made under the Liquidity Facility Agreement be repayable on demand in which case they will become immediately repayable on demand.

Liquidity Facility Provider a Secured Creditor

The Liquidity Facility Provider will be a secured creditor of the Issuer under the Trust Deed. The Trustee will hold the benefit of the floating charge granted by the Issuer under the Trust Deed on trust for the benefit of the Liquidity Facility Provider and the Bondholders.

All payments due to the Liquidity Facility Provider following a Liquidity Facility Drawing under the Liquidity Facility Agreement will rank in priority ahead of payments of principal and interest on the Bonds.

Cancellation and transfer of the Liquidity Facility

If the Issuer is or will be required to make tax payments or pay additional costs to the Liquidity Facility Provider or if the Liquidity Facility Provider no longer has the requisite ratings or refuses to extend the commitment under the Liquidity Facility, then the Issuer may require the Liquidity Facility Provider to transfer its rights and obligations (in a manner approved by the Trustee) to one or more new liquidity facility providers selected by the Issuer that, *inter alia*, have the requisite ratings. In such circumstances the Issuer will cancel the unused portion of the Liquidity Commitment in whole and prepay any Liquidity Facility Drawings.

The Liquidity Facility Provider may, subject to the terms of the Liquidity Facility Agreement, transfer any of its rights and obligations under the Liquidity Facility Agreement to one or more new liquidity facility providers that, *inter alia*, have the requisite ratings. The consent of the Issuer and the Trustee is required for any such transfer unless an event of default under the Liquidity Facility Agreement is outstanding (in which case consent is only required from the Trustee).

Governing law

The Liquidity Facility Agreement will be governed by English law.

SUMMARY OF THE LOAN AGREEMENT

On 13th December, 2004 the Issuer and THFC entered into a fixed rate sterling loan agreement (the **Original Loan Agreement**) for the loan to THFC of £67,376,000 (the **Original Loan**). On 15th December, 2006 the Issuer and THFC entered into a first supplemental loan agreement (the **First Supplemental Loan Agreement**) for the loan to THFC of a further £32,000,000 (the **Second Issue Loan**). On or about 28th February, 2007 the Issuer and THFC entered into a second supplemental loan agreement (the **Second Supplemental Loan Agreement** and, together with the First Supplemental Loan Agreement and the Original Loan Agreement, the **Loan Agreement**) for the loan to THFC of a further £37,000,000 (the **Third Issue Loan** and, together with the Second Issue Loan and the Original Loan, the **Loan**). The Issuer believes that the interest and other amounts (other than principal) payable by THFC will (assuming THFC complies with its obligations under the Loan Agreement in full) be sufficient to pay the amounts payable under items (a) to (e) of the Pre-Enforcement Priority of Payments, being the amounts required to be paid in order to service all amounts due and payable on the Bonds.

The principal terms of the Loan Agreement are set out below.

Advances

The Issuer has made the Original Loan and the Second Issue Loan available to THFC and THFC has made loans to the Bond Issuance Authorised Borrowers. Subject to, *inter alia*, the issue of the Third Issue Bonds and the receipt by the Issuer of the proceeds thereof, the Issuer will make the Third Issue Loan available to THFC and THFC will make a loan to the Third Bond Issuance Authorised Borrower on the Third Issue Closing Date. The initial principal amount of the Third Issue Loan to THFC and the aggregate initial principal amount of the loan to the Third Bond Issuance Authorised Borrower is £37,000,000. Further loans may be made to THFC by way of Further Advances in the event that the Issuer issues Further Bonds as more particularly described in Condition 17. Such further loans may be made at par, at a premium or at a discount.

Security

THFC has granted security in the form of a floating charge to the Issuer in respect of the Loan made under the Loan Agreement. In respect of such floating charge, the Issuer has entered into a Deed of Priority and will on the Third Issue Closing Date enter into a further Deed of Priority with THFC's existing lenders and the trustees of THFC's existing stocks. The Issuer will accordingly share in the security granted to all the lenders to THFC and trustees of THFC's stocks in the manner set out in the Deeds of Priority.

Interest

The Original Loan bears interest from and including 21st December, 2004, and the Second Issue Loan and the Third Issue Loan bear interest from 21st December, 2006, at the rate of 5.125 per cent. per annum, payable in arrear (in respect of each interest period ending on a Payment Date under the Bonds) by half-yearly instalments on each Interest Payment Date (which is three Business Days before the relative Payment Date on the Bonds). The first payment in respect of the Third Issue Loan (for the period from and including 21st December, 2006 to but excluding 21st June, 2007 and amounting to £948,125) shall be made on 18th June, 2007. All amounts of interest under the Loan will be paid directly to the Paying Agent by THFC on the relevant Interest Payment Date and the Paying Agent will, at the Issuer's direction, apply the same in accordance with the Pre-Enforcement Priority of Payments.

REPAYMENT AND PURCHASE

Repayment

Subject to the provisions described below under "*Events of Default – Grace Period*", THFC shall repay the Loan in full on the Final Repayment Date (which is three Business Days prior to the Expected Maturity Date). Such repayment amount will be paid directly to the Paying Agent by THFC and the Paying Agent will, at the Issuer's direction, apply the same in accordance with the Pre-Enforcement Priority of Payments.

Restriction on Prepayment

THFC may not prepay or repay the Loan otherwise than in accordance with the provisions of the Loan Agreement.

Prepayment Provisions

THFC may, if it has given to the Issuer not less than five weeks' prior written notice to that effect (or such shorter notice period as the Issuer may agree), prepay the whole, or any part, of the Loan (an **Optional Redemption**). Any such notice of prepayment given by THFC shall be irrevocable and shall specify the date upon which such prepayment is to be made and shall oblige THFC to make such prepayment on such date. Any amount so prepaid may not be redrawn.

Where THFC is obliged to pay to the Issuer any additional amounts pursuant to a requirement to gross up then THFC may on giving ten Business Days' prior written notice to that effect prepay the whole, or any part (in each case representing a Bond Issuance Authorised Loan or Loans which are themselves prepaying), of the Loan (a **Tax Redemption**). Any such notice of prepayment given by THFC shall be irrevocable and shall oblige THFC to make such prepayment on the day falling ten Business Days after delivery of the prepayment notice. Any amount so prepaid may not be redrawn.

THFC shall prepay the whole of the Loan where the Issuer declares the Loan, or THFC declares any loan or loans to any Bond Issuance Authorised Borrower or Borrowers, to be immediately due and payable due to illegality (an **Illegality Redemption**). Any amount so prepaid may not be redrawn.

THFC shall immediately prepay the whole of the Loan where the Issuer declares the Loan to be immediately due and payable following an event of default under the Loan Agreement (a **Default Redemption**). Any amount so prepaid may not be redrawn.

Prepayment Amounts

THFC shall pay the following amounts in relation to any such prepayment together with all other sums then owed by THFC under the Loan Agreement:

- (a) in the case of an Optional Redemption THFC shall prepay an amount equal to the Redemption Price (as defined in Condition 8.2) in relation to the nominal amount of the Loan prepaid together with any accrued interest then unpaid;
- (b) in the case of a Tax Redemption THFC shall prepay the nominal amount of the Loan together with any accrued interest then unpaid;
- (c) in the case of an Illegality Redemption THFC shall prepay the nominal amount of the Loan together with any accrued interest then unpaid; and

- (d) in the case of a Default Redemption THFC shall prepay an amount equal to the Redemption Price in relation to the nominal amount of the Loan prepaid together with any accrued interest then unpaid.

Upstairs Bonds Purchase

THFC or any Bond Issuance Authorised Borrower may at any time purchase Bonds on the London Stock Exchange or by tender (available to all Bondholders alike) or by private treaty at any price. Following any such purchase THFC or such Bond Issuance Authorised Borrower may surrender the Bonds to the Issuer to be cancelled. In that event, an amount of the Loan equivalent to the outstanding principal amount of the Bonds being surrendered shall be deemed to be prepaid under the Loan Agreement.

GENERAL COVENANTS AND RESTRICTIONS

So long as any of the Loan remains outstanding THFC shall:

- (a) use the Loan exclusively for the purposes specified in the Loan Agreement;
- (b) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations of England (including, without limitation, its registration under the Industrial and Provident Societies Act 1965) to enable THFC and each subsidiary which charges its assets in relation to the Loan (each a **Charging Subsidiary**) lawfully to enter into and perform its obligations under the Loan Agreement and the related security documents or to ensure the legality, validity, enforceability or admissibility in evidence in England of the Loan Agreement and the related security documents;
- (c) promptly inform the Issuer of the occurrence of any potential THFC Default (as defined below) and, upon receipt of a written request to that effect from the Issuer, promptly confirm to the Issuer that, save as previously notified to the Issuer or as notified in such confirmation, no such event has occurred and is continuing;
- (d) immediately upon becoming aware that the same may be threatened or pending and immediately after the commencement thereof give to the Issuer notice in writing of all actions or administrative proceedings of or before any court or other authority which are reasonably likely to have a material adverse effect on its ability to meet its obligations under the Loan Agreement and/or the related security documents;
- (e) observe and perform every covenant and provision contained in the Loan Agreement and in the related security documents;
- (f) carry on its business in accordance with the objects specified in its rules (as amended from time to time);
- (g) carry on and conduct its business and that of each Charging Subsidiary in a proper and efficient manner, keep proper accounting records and therein make true and proper entries of all dealings and transactions of and in relation to its business and keep the said accounting records and all other records relating to its affairs at its registered office or other place or places where the said accounting records and records of similar nature may in the ordinary course be kept and allow the Issuer and any receiver or any person nominated by the Issuer in writing at all reasonable times and for any reasonable purposes in connection with the Loan in circumstances where the Issuer, acting reasonably, is concerned as to the performance by THFC of its obligations under the Loan Agreement or the related security documents to

examine and have full access to all its books, accounts and documents relating to its affairs and to investigate such affairs, provided that the Issuer is obliged to pay the proper costs charges and expenses of and incidental to any such examination and investigation save where a THFC Default has occurred and, without limitation to the generality of the foregoing, in the event that the Issuer in its absolute discretion determined that it is likely to make a call under the Liquidity Facility Agreement, THFC will at its own expense provide to the Issuer all such assistance and information as the Issuer may require in connection therewith including information as to the net realisable value of THFC's assets, the nominal amount outstanding of each Authorised Loan owed to THFC which is not then in default, and, in relation to each Authorised Loan which is in default, an estimation of the amount likely to be recovered by THFC on enforcement of such Authorised Loan net of the costs of enforcement and the amounts owing to the creditors of THFC whose claims rank at least pari passu with the claims of the Issuer under the Loan Agreement;

- (h) only create or permit to arise or leave outstanding any mortgage or charge created by it or any Charging Subsidiary as security for any stock or Pari Passu Borrowing (as defined in the Loan Agreement) if the same will not rank in priority to the floating charge granted by THFC pursuant to the Loan Agreement and subject to the beneficiary of any such charge entering into a deed in such form as the Issuer shall properly require in order to protect the interests of the Issuer governing the appointment of joint receivers and all other matters incidental to the exercise by the Issuer and such beneficiary of their respective rights under the security documents relating to the Loan and provided further that THFC may create a fixed mortgage or fixed charge by way of security for any borrowing of THFC incurred in the purchase or improvement of the property being mortgaged or charged and which is not given by way of collateral security;
- (i) procure that in any period of three consecutive accounting reference periods of THFC (each a **Relevant Period**) the income of THFC and all Charging Subsidiaries as shown in its audited accounts (that is, before expenditure and taxation) in accordance with normal accounting principles is not less than the aggregate gross expenditure including interest payable on all borrowings of THFC and all Charging Subsidiaries as shown on the same basis during the Relevant Period;
- (j) save as expressly permitted under the Loan Agreement neither THFC nor any Charging Subsidiary shall sell, transfer or otherwise dispose of (whether by a single transaction or a number of transactions, related or not) the whole or any part of its undertaking or assets being substantial in relation to the undertaking and assets of THFC and the Charging Subsidiaries taken as a whole;
- (k) not, nor permit any Charging Subsidiary to, carry on any undertaking or business except that of making Authorised Loans and giving advice to registered social landlords provided that neither the holding of shares in any subsidiary nor the carrying on of any of the acts and activities described in the THFC Core Terms Trust Deed (as defined in the Loan Agreement) shall be deemed to be in breach of the restriction contained in this paragraph;
- (l) procure that no Charging Subsidiary shall without the prior written consent of the Issuer cease to be a subsidiary of THFC. Power is, however, reserved to THFC or any Charging Subsidiary to procure a members' voluntary winding up of a Charging Subsidiary and the distribution of its surplus assets freed from the floating charge thereon as collateral security for the Loan or its supporting guarantee thereof if such assets are distributed in the winding up to any one or more of THFC or any Charging Subsidiary or Charging Subsidiaries;

- (m) procure that it complies with the provisions of Clause 8(N)(1) of the THFC Core Terms Trust Deed (relating to lending on the Standard Lending Criteria which are described in "*Schedule of Existing THFC Core Terms*"); and
- (n) maintain an up-to-date list of Bond Issuance Authorised Loans. Such list shall be provided to the Issuer and to the Trustee on an annual basis and shall be certified by an authorised officer of THFC as being correct, complete and up-to-date. The Issuer and the Trustee shall each have the right upon giving not less than five Business Days' written notice to THFC to inspect the list of Bond Issuance Authorised Loans and the documentation relating thereto.

The provisions referred to in paragraph (m) above include (without limitation) a requirement to ensure that THFC's agreements with Authorised Borrowers contain provisions requiring 150% cover (in the case of fixed charge security) or, in most cases, three times asset cover (in the case of floating charge security). See further "*Schedule of Existing THFC Core Terms*".

In determining whether the provisions of paragraph (j) above have been observed and performed the following transactions shall be disregarded:-

- (a) the making of Authorised Loans and the repayment by any Authorised Borrower of any Authorised Loan and the making of further Authorised Loans;
- (b) the application by THFC or any Charging Subsidiary of any funds not immediately required for the purpose of its business or undertaking in the acquisition of investments and the subsequent sale of the same;
- (c) the application of the proceeds of an issue of share or loan capital for the purposes for which such issue is intended as stated in the prospectus, loan document or other issue document;
- (d) the sale, transfer or disposal by THFC or any Charging Subsidiary of the whole or any part of the undertaking or assets to any one or more of THFC and the other Charging Subsidiaries; and
- (e) any transaction to which the Issuer shall have previously given its consent or which is expressly contemplated by the Loan Agreement.

EVENTS OF DEFAULT

THFC Defaults

If any of the following events (each a **THFC Default**) occurs and is continuing, the Issuer may (subject to the provisions described under "*Grace Period*" below) declare by written notice to THFC that the Loan is immediately due and payable. A THFC Default shall have occurred if:

- (a) THFC shall default on the due date in the case of the payment of any principal monies payable or for a period of 14 days in the case of the payment of any other monies (not being principal) payable under the Loan Agreement and/or the related security documents provided that where THFC's failure to pay such other monies results from a technical or administrative delay in the transmission of funds and such amount is paid within three Business Days of the due date there shall be no default under this provision;
- (b) THFC or any Charging Subsidiary shall default in the performance or observance of any covenant, undertaking, condition or provision binding on it under or pursuant to the Loan Agreement or the related security documents (other than a default under paragraph (a) above) and (except where such default shall be incapable of remedy) the same shall not be remedied

to the satisfaction of the Issuer within twenty-one days after notice in writing of such default shall have been given to THFC by the Issuer;

- (c) the security for any other debenture, mortgage or charge of THFC or any Charging Subsidiary shall become enforceable and steps are taken to enforce the same or any unsecured loan stock, debenture or other indebtedness of THFC or any Charging Subsidiary shall by reason of default become repayable prior to the originally scheduled due date for repayment or shall not be repaid when originally scheduled to be due and validly demanded and steps are taken to obtain repayment of the same;
- (d) any representation made by THFC in or pursuant to the Loan Agreement is or proves to have been incorrect or misleading in any material respect when made;
- (e) any guarantee of any loan or debt of any third party given by THFC or any Charging Subsidiary shall not be honoured when due and called on and steps are taken to enforce the same;
- (f) an order shall be made or an effective resolution passed for the winding-up of THFC or any Charging Subsidiary;
- (g) a petition shall be presented for the winding up or dissolution of THFC or any Charging Subsidiary or an encumbrancer shall take possession or a trustee, receiver, administrative receiver or similar officer shall be appointed of the whole of the undertaking, property, assets and rights of THFC or any material part thereof other than by the Issuer which has not been discharged within 14 days of the occurrence thereof;
- (h) a distress, execution or other process shall be levied or enforced or sued out upon or against any material part of the whole of the undertaking, property, assets and rights of THFC and shall not be discharged within twenty one days of being levied or enforced upon or sued out;
- (i) THFC or a Charging Subsidiary shall cease without the consent of the Issuer either to be a registered industrial and provident society or to be incorporated in England or, in the case of a Charging Subsidiary, Wales or Scotland;
- (j) it is or becomes unlawful for THFC or any Charging Subsidiary to perform any of its obligations under the Loan Agreement or the related security documents;
- (k) the related security documents cease to be effective;
- (l) THFC or any Charging Subsidiary ceases to carry on its respective business or a substantial part thereof (except in the case of a Charging Subsidiary in connection with or in pursuance of a winding up for the purposes of a reconstruction or amalgamation of the Charging Subsidiary the terms of which have previously been approved in writing by the Issuer) or THFC or any Charging Subsidiary stops or threatens to stop payment of its obligations generally; or
- (m) THFC shall for the purposes of Section 123 of the Insolvency Act 1986 be deemed to be unable to pay its debts.

Grace Period

Where a payment THFC Default has occurred under paragraph (a) of "*THFC Defaults*" above and such event has been caused as a direct or indirect consequence of a failure by one or more Bond Issuance Authorised Borrowers (each a **Defaulting Authorised Borrower**) to pay any amount (the

Downstairs Shortfall) owing by it to THFC under a Bond Issuance Authorised Loan (a **Downstairs Payment Default**) there shall be deemed, subject to no other event under that paragraph (a) having occurred or subsequently occurring apart from one or more Downstairs Payment Defaults, to be no THFC Default unless and until such failure to pay is still continuing on the expiry of the Grace Period (as defined below).

In those circumstances the Issuer shall not be entitled to declare the Loan to be immediately due and repayable until the earlier of (i) the Legal Maturity Date or (ii) two years from the relevant payment failure or (iii) the day when a payment by the Issuer next falls due under any of its liabilities after the Liquidity Facility Agreement has been drawn in full or (iv) the day when a payment by the Issuer in respect of Issuer Expenses or interest on the Bonds next falls due and the Issuer is unable to draw under the Liquidity Facility Agreement due to its inability to deliver the certificate referred to under "*Summary of the Liquidity Facility Agreement – Liquidity Facility Drawings*" (the **Grace Period**).

During the Grace Period THFC shall be obliged to pay the Issuer all such amounts as the Issuer shall certify it is required to pay under the Liquidity Facility Agreement.

EXPENSES

Initial Costs

THFC shall on the Third Issue Closing Date reimburse the Issuer such sum as the Issuer shall certify as being the proper costs and expenses (including, without limitation, stock exchange, legal, accountants, financial advisers, managers and printing expenses) and any value added tax incurred and/or payable by the Issuer in respect of the negotiation, preparation and execution of the Second Supplemental Loan Agreement and the related security documents and all the costs, fees and expenses the Issuer incurs in issuing the Third Issue Bonds and entering into the Second Supplemental Liquidity Facility Agreement or related thereto and the completion of the transactions therein and in the Loan Agreement contemplated.

Ongoing Costs

THFC shall from time to time on demand of the Issuer reimburse the Issuer for all proper costs and expenses (including legal fees) and any value added tax incurred by it in connection with the creation of or any substitution or withdrawal of security or any additional security given by THFC or any Charging Subsidiary from time to time and in connection with any prepayment of monies owing to the Issuer under the Loan Agreement (including any costs in respect of redeeming any part of the Bonds incurred by the Issuer as a result thereof).

THFC shall also pay within 14 days of demand of the Issuer the ongoing costs of the Issuer (including without limitation in respect of its administration, annual audit, rating fees, maintenance of the Liquidity Facility Agreement and all other costs, fees and expenses relating to the Bonds).

Amendment Costs

If THFC or any Charging Subsidiary requests an amendment, waiver or consent in respect of the Loan Agreement or any related security document THFC shall, within three Business Days of demand, reimburse the Issuer for the amount of all pre-agreed costs and expenses (including legal fees) reasonably incurred by the Issuer in responding to, evaluating, negotiating or complying with that request or requirement.

Enforcement Costs

THFC shall, within three Business Days of demand, pay to the Issuer the amount of all costs and expenses (including legal fees) incurred by the Issuer in connection with the enforcement of, or the preservation of any rights under, the Loan Agreement, the related security documents and any document executed in connection with the Loan Agreement or the related security documents including any losses, costs and expenses incurred by the Issuer in connection with the Bonds and the Liquidity Facility Agreement and interest thereon as a consequence of the action against THFC or default of THFC.

GOVERNING LAW

The Loan Agreement will be governed by and construed in accordance with English law.

SCHEDULE OF EXISTING THFC CORE TERMS

This section contains a summary of the existing "Core Terms" which THFC is required by its existing Trust Deeds to impose on all Authorised Borrowers who borrow monies which have been funded by THFC through the mechanic of a "pari passu borrowing" – i.e. a borrowing by THFC which ranks pari passu with the money lent by the Issuer under the Loan Agreement through the mechanics of the Deed of Priority.

This is a summary only and full details are contained in the existing THFC Trust Deeds, one of which, the Trust Deed dated 30th October, 1993, is a document on display.

THFC is in the process of securing the consent of its stockholders for the time being to amend certain of the Core Terms and a summary of the changes is also set out below. This is a summary only and full details are contained in the draft fourth special supplemental trust deed, which is a document on display.

CORE TERMS

All of THFC's agreements with Authorised Borrowers must contain the following core terms:-

1. *Security*

Each Authorised Borrower must create either:-

- (a) a first floating charge over the whole or an identifiable part of its property, undertaking and assets in favour of THFC (**Floating Charge Security**); or
- (b) a first fixed charge in favour of THFC (**Fixed Charge Security**).

Both such charges may, if THFC so requires, be all monies charges.

2. *Change of Security Basis*

Each Authorised Borrower may but only with THFC's prior written consent switch between Floating Charge Security and Fixed Charge Security and between Floating Charge Security over the whole of its property, undertaking and assets and Floating Charge Security over an identifiable part of its property, undertaking and assets.

3. *Negative Pledge*

The only charges which may rank ahead of Floating Charge Security are:-

- (a) fixed mortgages or charges over property not given by way of collateral security for the indebtedness or other liabilities of any other person; or
- (b) pari passu floating charges.

4. *Purpose*

Borrowing from THFC may only be used in furtherance of the provision of housing (widely defined) or the making of permitted investments or for the payment of necessary ancillary costs.

5. *Asset Cover Levels – Fixed Charge Security*

- (a) There must be a fixed asset cover of not less than 150% of the cover level (which is broadly the nominal redemption value of the loan, net of any amounts standing to the credit of any sinking fund, plus accrued interest). THFC may at any time require revaluation of property charged to THFC.
- (b) Withdrawals from Fixed Charge Security may be made if the remaining Fixed Charge Security remains at least two times cover level.
- (c) Substitution of assets supplied as Fixed Charge Security may be made at an equivalent value to the assets being replaced.

6. *Asset Cover Level – Floating Charge Security*

All loans made by THFC to Authorised Borrowers from November 1991 onwards (**Post 1991 Borrowers**) require three times asset cover on an accounting test basis where Floating Charge Security is given. If that cover test is not met then the Authorised Borrower is required to provide within 60 days a valuation of real property charged to THFC by fixed charges of at least 150%.

Higher levels of cover are required where an Authorised Borrower provides Floating Charge Security over an identifiable part only of its property, undertaking and assets. To date, no Authorised Borrower has provided floating charge security over part only of its property undertaking assets.

In relation to Authorised Borrowers who have loans made by THFC prior to November 1991, their obligation is to provide 150% cover in relation to Floating Charge Security on an accounting test basis.

7. *Initial Charge*

All Post 1991 Borrowers are required to set up an account charged in favour of THFC.

8. *Fixed Charge Income Cover*

Post 1991 Borrowers who have granted Fixed Charge Security are required to show that the income from the property in charge is not less than 100% of the amount of interest paid or payable in respect of the loan concerned.

Within three months of so certifying, an Authorised Borrower may withdraw property from the Fixed Charge Security or related security provided that the security remaining will continue to provide not less than 100% income cover.

In the event that the relevant certificate shows that 100% income cover is not provided then such Authorised Borrower has three months to provide additional security to top-up the relevant security to the appropriate amount. Such top-up security will be provided in relation to income cover only and will not be caught by the above referred to Fixed Charge Security asset cover requirement of maintaining security at two times cover level on a withdrawal.

9. *Floating Charge Income Cover*

Post 1991 Borrowers are required to show on an accounting based test (subject to adjustments as set out in the THFC Trust Deeds) that their income and expenditure account does not show any deficit at the end of each financial period.

In the event that any such Authorised Borrower is unable to comply with this requirement, the Authorised Borrower is required to procure that its auditors provide to THFC a certificate or report confirming that the amount of any deficit will not adversely affect the ability of the Authorised Borrower concerned to perform its obligations under its loan agreement with THFC, and that, after taking into account the Authorised Borrower's business as carried on since the end of the relevant accounting period and having regard to the level of reserves of the Authorised Borrower concerned and its projected or expected expenditure and business over the period of 12 months following the date of the auditor's certificate or report, the Authorised Borrower will, in the auditor's opinion, be able to meet its obligations under the loan agreement over such period of 12 months.

THFC may also require the Authorised Borrower concerned to procure the provision of a further certificate or report from a firm of accountants other than the Authorised Borrower's auditors to the effect that in the opinion of the accountants concerned the deficit shown is not materially detrimental to the interests of THFC and does not adversely affect the ability of the Authorised Borrower to meet its obligations under its loan agreement with THFC.

10. *Borrowing Limit*

Each Post 1991 Borrower who has Floating Charge Security must procure that the aggregate amount of its unsecured borrowings from time to time shall not equal or exceed 5% of its net assets unless THFC receives a certificate to the effect that any borrowing greater than that amount would not adversely affect the ability of the Authorised Borrower to comply with its obligations to THFC in relation both to its floating charge asset cover and its floating charge income cover requirement.

11. *On-Lending*

Each Post 1991 Borrower must undertake not to on-lend any monies lent to such Authorised Borrower by THFC without THFC's prior written consent.

12. *Disposals*

Any Post 1991 Borrower who has given Floating Charge Security must undertake not to sell, transfer or otherwise dispose of the whole or any part its undertaking or assets being substantial in relation to the undertaking or assets of the Authorised Borrower taken as a whole. Specific transactions are disregarded for the purposes of this covenant including any transactions to which THFC shall previously have given its consent.

PROPOSED AMENDMENTS TO CORE TERMS

THFC requires the consent of an extraordinary resolution of the stockholders in relation to each of its stocks in order that the fourth special supplemental trust deed can be executed and completed. Meetings of stockholders were held on 8th June, 2006 in relation to four of THFC's trust deeds and 100% of the votes cast at those meetings were cast in favour of the amendments. The consent of the stockholders which is required in relation to THFC's remaining trust deeds has recently been obtained by way of written resolution. A copy of the circular sent to stockholders in connection with these amendments is a document on display. THFC now proposes to execute and complete the fourth

special supplemental trust deed. This document includes amendments to the Core Terms which were summarised above so that:

1. THFC will be entitled to lend money to a borrower which is a registered social landlord within the meaning of Chapter I of the Housing Act 1996 (**RSL**) or to a subsidiary of an RSL, even if that borrower is not itself an RSL (a **Non-RSL Borrower**). The changes to the Core Terms will include certain limitations in respect of such lending including the following:
 - a Monies lent by THFC to any Non-RSL Borrower will be on-lent by that Non-RSL Borrower to one or more RSLs in the same RSL group as the Non-RSL Borrower on terms approved by THFC. Those terms will include terms which are the equivalent of the THFC “Core Terms” including asset cover and income cover.
 - b Security arrangements at the underlying RSL borrower level will enable a specific allocation of identified security rather than a proportional allocation.
 - c THFC will only lend to a Non-RSL Borrower which does not employ a material number of people. This is to guard against the remote likelihood that the Pensions Regulator might issue a financial support direction in relation to a pension scheme which is in deficit.
2. The asset cover requirement in paragraph 5(a) above will be changed so that 100% of the value of any cash which forms part of the assets charged to THFC by way of security will satisfy the requirement. For assets other than cash, the required fixed asset cover will remain at least 150%. After an initial period, Authorised Borrowers will be required to provide charges over real property with a value of not less than 135% of the value of the loan (net of any amounts standing to the credit of any sinking fund) so there will be an overall limit on the amount of charged cash which will qualify for 100% treatment when considering the asset cover level.
3. As noted in paragraph 7 "Initial Charge" above, there is in the Trust Deeds a requirement for a borrower to set up a designated bank account, charged in favour of THFC at the inception of a loan, which is initially unfunded (the “**charged account**”). Often the charged account is not needed, therefore it is proposed that the requirement to set up a charged account at the inception of a loan is removed, but the requirement to set up such an account when needed is retained.
4. Under the existing Core Terms provisions, income cover shortfalls can only be rectified by the relevant Authorised Borrower charging additional properties to THFC, or by the relevant Authorised Borrower depositing a cash amount into the charged account, such that the income earned thereon covers the shortfall in income cover. It is proposed that if there is an income cover shortfall whereby net annual income is between 95% and 100% of interest payable then the relevant Authorised Borrower will be required within six weeks of the shortfall being identified to deposit in a charged account an amount of cash sufficient to make up the annualised shortfall. In addition, the relevant Authorised Borrower would be required to ensure that income cover from charged assets returns to 100% within twelve months of the shortfall being identified. If net annual income is below 95% of interest payable then the position will be unchanged.

THFC’S ABILITY TO ACCEPT AMENDMENTS OR GRANT WAIVERS IN RELATION TO THE CORE TERMS

THFC covenants with its various Trustees (and through the Loan Agreement with the Issuer) that without their prior written consent it will not assent to any modification, abrogation, waiver or release

in respect of any of the obligations of any Authorised Borrower under any Authorised Loan if such modification, abrogation, waiver or release would have the effect of making the terms and conditions on which the amount for the time being outstanding is lent less onerous to the Authorised Borrower or less beneficial to THFC than the core terms. THFC further covenants that it will promptly and diligently enforce, in all material respects, the core terms and the payment terms of the various loans unless the relevant Trustee or Trustees and the Issuer, as the case may be, have consented to any waiver or release of any specific default in circumstances where in the opinion of the Trustee concerned the interests of the stockholders, or in the case of the Issuer, in the Issuer's opinion, the interests of the Bondholders, will not be materially prejudiced thereby.

CHARGING SUBSIDIARY

THFC's existing Trust Deeds and other borrowings and the Loan Agreement contemplate the establishment by THFC of a charging subsidiary or subsidiaries set up to conduct equivalent business to THFC. Although THFC has set up a number of subsidiaries, no subsidiary has yet been set up as a charging subsidiary.

UNITED KINGDOM TAXATION

The following deals only with the United Kingdom tax position for persons who are the beneficial owners of Bonds and is a summary of the Issuer's understanding of current law and practice in the United Kingdom relating to certain aspects of United Kingdom taxation. It is not advice, and is given for information purposes only. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. All prospective Bondholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

A. Interest on the Bonds

1. *Payment of interest on the Bonds*

Payments of interest on the Bonds may be made without deduction of or withholding on account of United Kingdom income tax provided that the Bonds continue to be listed on a "recognised stock exchange" within the meaning of section 841 of the Income and Corporation Taxes Act 1988 (the **Act**). The London Stock Exchange is a recognised stock exchange. Under HM Revenue & Customs (**HMRC**) published practice, securities will be treated as listed on the London Stock Exchange if they are admitted to the Official List by the UK Listing Authority and admitted to trading by the London Stock Exchange. Provided, therefore, that the Bonds remain so listed, interest on the Bonds will be payable without withholding or deduction on account of United Kingdom tax.

Interest on the Bonds may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Bonds is paid to a person who belongs in the United Kingdom for United Kingdom tax purposes and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Bonds is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest, provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

In other cases, an amount must generally be withheld from payments of interest on the Bonds on account of United Kingdom income tax at the lower rate (currently 20%). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Bondholder, HMRC can issue a notice to the Issuer to pay interest to the Bondholder

without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Bondholders may wish to note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Bondholder. Information so obtained may, in certain circumstances, be exchanged by HMRC with the tax authorities of the jurisdiction in which the Bondholder is resident for tax purposes.

2. *EU Savings Directive*

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from 1st July, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

3. *Further United Kingdom Income Tax Issues*

Interest on the Bonds constitutes United Kingdom source income for tax purposes and, as such, may be subject to income tax by direct assessment even where paid without withholding.

However, interest with a United Kingdom source received without deduction or withholding on account of United Kingdom tax will not be chargeable to United Kingdom tax in the hands of a Bondholder (other than certain trustees) who is not resident for tax purposes in the United Kingdom unless that Bondholder carries on a trade, profession or vocation in the United Kingdom through a United Kingdom branch or agency in connection with which the interest is received or to which the Bonds are attributable (and where that Bondholder is a company, unless that Bondholder carries on a trade in the United Kingdom through a permanent establishment in connection with which the interest is received or to which the Bonds are attributable). There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers). The provisions of an applicable double taxation treaty may also be relevant for such Bondholders.

B. *United Kingdom Corporation Tax Payers*

4. In general, Bondholders which are within the charge to United Kingdom corporation tax will be charged to tax as income on all returns, profits or gains on, and fluctuations in value of, the Bonds (whether attributable to currency fluctuations or otherwise) broadly in accordance with their statutory accounting treatment.

C. *Other United Kingdom Tax Payers*

5. *Taxation of Chargeable Gains*

The Bonds will constitute "qualifying corporate bonds" within the meaning of section 117 of the Taxation of Chargeable Gains Act 1992. Accordingly, a disposal by a Bondholder of a Bond will not give rise to a chargeable gain or an allowable loss for the purposes of the UK taxation of chargeable gains.

6. *Accrued Income Scheme*

On a disposal of Bonds by a Bondholder, any interest which has accrued since the last Payment Date may be chargeable to tax as income under the rules of the accrued income scheme as set out in Chapter II of Part XVII of the Act, if that Bondholder is resident or ordinarily resident in the United Kingdom or carries on a trade in the United Kingdom through a branch or agency to which the Bonds are attributable.

D. Stamp Duty and Stamp Duty Reserve Tax ("SDRT")

7. No United Kingdom stamp duty or SDRT is payable on a transfer by delivery of the Bonds.

SUBSCRIPTION AND SALE

ABN AMRO Bank N.V. London Branch (the **Manager**) has, pursuant to a Third Issue Subscription Agreement (the **Third Issue Subscription Agreement**) dated on or about 28th February, 2007, agreed to subscribe or procure subscribers for the Third Issue Bonds at the issue price of 103.524 per cent. of the principal amount of the Third Issue Bonds (plus 74 days' accrued interest in respect of the period from and including 21st December, 2006 to but excluding the Third Issue Closing Date at the rate of 5.125 per cent. per annum), less a management commission. The Issuer will also reimburse the Manager in respect of certain of its expenses, and has agreed to indemnify the Manager against certain liabilities, incurred in connection with the issue of the Third Issue Bonds. The Third Issue Subscription Agreement may be terminated in certain circumstances prior to the issue of the Third Issue Bonds.

United States

The Bonds have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

In addition, until 40 days after the commencement of the offering, an offer or sale of Bonds within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom

The Manager has represented and agreed that, except as permitted by the Third Issue Subscription Agreement:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue of the Third Issue Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Third Issue Bonds in, from or otherwise involving the United Kingdom.

General

No action has been taken by the Issuer, THFC or the Manager that would, or is intended to, permit a public offer of the Third Issue Bonds or possession or distribution of this Offering Circular or any other offering or publicity material relating to the Third Issue Bonds in any country or jurisdiction where any such action for that purpose is required. Accordingly, the Manager has undertaken that it will not, directly or indirectly, offer or sell any Third Issue Bonds or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its

knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Third Issue Bonds by it will be made on the same terms.

GENERAL INFORMATION

Authorisation

1. The issue of the Third Issue Bonds was duly authorised by a resolution of the Board of Directors of the Issuer dated 19th February, 2007.

Listing

2. The estimated cost of the admission of the Third Issue Bonds to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that official listing will be granted on or about 2nd March, 2007 subject only to the issue of the Third Issue Global Bond. Prior to official listing, dealings will be permitted by the London Stock Exchange in accordance with its rules.

Clearing Systems

3. The Third Issue Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for the Bonds is XS0208677285 and the Common Code is 020867728. The Third Issue Bonds will be consolidated and form a single class with the Original Bonds and the Second Issue Bonds immediately upon issue and thus will have the same ISIN and common code as the Original Bonds and the Second Issue Bonds from the date of their issue.

No Significant Change

4. There has been no significant change in the financial or trading position of the Issuer since 31st December, 2005, the date of its most recent audited accounts, and there has been no material adverse change in the financial position or prospects of the Issuer since 31st December, 2005, the date of its most recent audited accounts.
5. There has been no significant change in the financial or trading position of THFC since 31st March, 2006 and there has been no material adverse change in the financial position or prospects of THFC since 31st March, 2006.

Litigation

6. The Issuer is not and has not been involved in any legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in the 12 months preceding the date of this document, a significant effect on the financial position or profitability of the Issuer.
7. THFC is not and has not been involved in any legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in the 12 months preceding the date of this document a significant effect on the financial or profitability position of THFC.

Accounts

8. The current auditors of the Issuer and THFC are PricewaterhouseCoopers LLP. The Issuer's accounts have been audited, without qualification, in accordance with generally accepted audited standards in the United Kingdom by PricewaterhouseCoopers LLP for the financial year ending on 31st December, 2005. THFC's accounts have been audited, without

qualification, in accordance with generally accepted audited standards in the United Kingdom by PricewaterhouseCoopers LLP for the financial year ending on 31st March, 2004, the financial year ending on 31st March, 2005 and the financial year ending on 31st March, 2006.

Any certificate or report of the auditors of the Issuer or THFC or any other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of the Trust Deed may be relied upon by the Trustee as sufficient evidence of the facts stated therein notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Trustee in connection therewith contains a monetary or other limit on the liability of the auditors of the Issuer or THFC or such other person in respect thereof and notwithstanding that the scope and/or basis of such certificate or report may be limited by any engagement or similar letter or by the terms of the certificate or report itself.

The bank accounts of THFC and the Issuer are and will be held with: Barclays Bank Plc, PO Box 15162, 50 Pall Mall, London, SW1A 1QB.

U.S. tax

9. The Bonds and (if issued) Coupons will contain the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

Documents

10. For so long as the Bonds remain outstanding, copies of the following documents will be available for inspection at the registered office of the Issuer, 4th Floor, 107 Cannon Street, London EC4N 5AF, during usual business hours on any weekday (Saturdays and public holidays excepted):
 - (a) the Memorandum and Articles of Association of the Issuer;
 - (b) the Rules of THFC;
 - (c) the published accounts of the Issuer for the financial period ending on 31st December, 2005;
 - (d) the published consolidated accounts of the THFC Group for the financial years ended 31st March, 2004, 2005 and 2006;
 - (e) the subscription agreement dated 16th December, 2004, the second issue subscription agreement dated 19th December, 2006, the Third Issue Subscription Agreement, the Corporate Services Agreement, the Original Loan Agreement, the First Supplemental Loan Agreement, the Second Supplemental Loan Agreement, the Original Liquidity Facility Agreement, the First Supplemental Liquidity Facility Agreement, the Principal Paying Agency Agreement, the First Supplemental Paying Agency Agreement, the Principal Trust Deed, the First Supplemental Trust Deed, the Deed of Priority, the Deed of Accession dated 21st December, 2004, the Deed of Accession dated 15th December, 2006, the Deed of Accession entered into on or about 28th February, 2007 and drafts (subject to modification) of the Second Supplemental Trust Deed, the Second Supplemental Paying Agency Agreement and the Second Supplemental Liquidity Facility Agreement to be dated the Third Issue Closing Date;

- (f) the forms of Authorised Loan Agreements and the associated security documents;
- (g) the trust deed dated 30th October, 1993 referred to under "*Schedule of Existing THFC Core Terms*";
- (h) the circular sent to stockholders in connection with the proposed changes to THFC's trust deeds dated 5th May, 2006 referred to under "*Schedule of Existing THFC Core Terms*"; and
- (i) the draft form of the fourth special supplemental trust deed (as approved by certain THFC stockholders) referred to under "*Schedule of Existing THFC Core Terms*".

Reporting

11. The Issuer does not intend to provide post-issuance transaction information regarding the Bonds.

APPENDIX

T.H.F.C. (FUNDING NO. 1) PLC

Financial Statements

**For the period from incorporation, 18 November,
2004 to 31 December, 2005**

T.H.F.C. (FUNDING NO. 1) PLC

Annual report and financial statements for the 58 weeks ended 31 December 2005

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8	Cash flow statement
9 – 13	Notes to the financial statements

Directors

D. Creed
F. Edge
P. Williamson

Secretary

T.H.F.C. (Services) Limited

Registered Office

4th Floor
107 Cannon Street
London
EC4N 5AF

Company Number

5290731

Auditors

PricewaterhouseCoopers LLP
Southwark Towers
32 London Bridge Street
London
SE1 9SY

The directors submit their report and financial statements for the period from incorporation, 18 November 2004, to 31 December 2005.

RESULTS AND DIVIDEND

The income statement is set out on page 6 and shows the results of the company for the period. The directors do not propose the payment of a dividend.

PRINCIPAL ACTIVITY

The principal activity of the company is to provide finance for Registered Social Landlords (RSLs) registered under The Housing Act 1996.

On 21 December 2004 the company made an initial issue of Secured Bonds to a nominal value of £67,376,000 the proceeds of which were on lent to The Housing Finance Corporation Limited ("THFC") on terms that ensured the company was not exposed to any risk on changes of interest rates. The proceeds were on lent by THFC to the RSLs noted below:

Acton Housing Association Limited
Cherwell Housing Trust Limited
Knightstone Housing Association Limited
Wales and West Housing Association Limited
Wandle Housing Association Limited

The Law Debenture Trust Corporation PLC acts as the Trustee on behalf of all Secured Bond holders, under the terms of a Trust Deed, and has the benefit of a floating charge over certain assets of the borrower.

The company expects to continue its principal activity for the life of the Secured Bonds.

REVIEW OF BUSINESS AND FUTURE DEVELOPMENTS

The company has fulfilled its obligations under the Bonds and expects to do so for the foreseeable future.

SHARE CAPITAL

49,999 shares of the company are owned by T.H.F.C. (Funding) Holdings Limited. 1 share is owned by T.H.F.C. (Services) Limited.

DIRECTORS

The directors who served during the period are as follows:

D. Barland	(appointed 18 November 2004)
D. Creed	(appointed 18 November 2004)
F. Edge	(appointed 18 November 2004)
P. Williamson	(appointed 18 November 2004)

D. Barland resigned as a director on 13 February 2006.

T.H.F.C. (FUNDING NO. 1) PLC

DIRECTORS' REPORT (continued) 58 weeks ended 31 December 2005

The directors have no beneficial interest in the share capital of the company. The directors received no remuneration from the company.

STATEMENT OF DIRECTORS' RESPONSIBILITIES

Company law requires the directors to prepare financial statements for each financial period which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing those financial statements the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state that the financial statements comply with International Financial Reporting Standards ("IFRS") as adopted by the European Union;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors confirm that they have complied with the above requirements in preparing the financial statements.

The company's financial statements are published on The Housing Finance Corporation's ("THFC's") website (www.thfcorp.com) and the directors are responsible for the maintenance and integrity of the website. However there is currently uncertainty regarding the legal requirements in publishing information on websites, compounded because information published on the internet is accessible in many countries with different legal requirements relating to the preparation and dissemination of financial statements.

The directors are responsible for keeping proper accounting records which disclose, with reasonable accuracy at any time, the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

In the case of each director:

- so far as the director is aware, there is no relevant audit information of which the company's auditors are unaware, and
- he has taken all the steps that he ought to have taken as a director in order to make himself aware of any relevant audit information and to establish that the company's auditors are aware of that information.

CREDITOR PAYMENT POLICY

The company's principal creditors are the holders of the Secured Bonds. Payments to the holders of the Secured Bonds are made in accordance with the underlying issue documents. As at the financial year end, no amounts due for payment to the holders of the Secured Bonds were outstanding.

T.H.F.C. (FUNDING NO. 1) PLC

DIRECTORS' REPORT (continued)
58 weeks ended 31 December 2005

All other creditors are paid within 60 days of receipt of invoice.

FINANCIAL RISK MANAGEMENT

The key financial risks of the company and how they are mitigated are explained in note 2.

ADOPTION OF INTERNATIONAL FINANCIAL REPORTING STANDARDS

T.H.F.C. (Funding No.1) Plc has adopted International Financial Reporting Standards ("IFRS") in these, its first, financial statements. The impact of adopting IFRS is set out in note 17.

No IFRS have been adopted prior to their effective date.

AUDITORS

At incorporation PricewaterhouseCoopers LLP were appointed auditors to the company. A resolution to reappoint PricewaterhouseCoopers LLP as auditors will be proposed at the next annual general meeting.

On behalf of the board

T.H.F.C. (Services) Limited
Secretary

Date: 14 June 2006

REPORT OF THE INDEPENDENT AUDITORS

INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF T.H.F.C. (FUNDING NO. 1) PLC

We have audited the financial statements of T.H.F.C. (Funding No. 1) Plc for the period ended 31 December 2005 which comprise the income statement, the balance sheet, the cash flow statement and the related notes on pages 6 to 13. These financial statements have been prepared under the accounting policies set out therein.

Respective responsibilities of directors and auditors

The directors' responsibilities for preparing the annual report and the financial statements in accordance with applicable United Kingdom law and International Financial Reporting Standards (IFRSs) as adopted by the European Union are set out in the Statement of Directors' Responsibilities.

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and United Kingdom Auditing Standards issued by the Auditing Practices Board. This report, including the opinion, has been prepared for and only for the company's members as a body in accordance with Section 235 of the Companies Act 1985 and for no other purpose. We do not, in giving this opinion, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

We report to you our opinion as to whether the financial statements give a true and fair view and whether the financial statements have been properly prepared in accordance with the Companies Act 1985 and Article 4 of the IAS Regulation. We also report to you if, in our opinion, the directors' report is not consistent with the financial statements, if the company has not kept proper accounting records, if we have not received all the information and explanations we require for our audit, or if information specified by law regarding directors' remuneration and transactions is not disclosed.

We read the other information contained in the annual report and consider the implications for our report if we become aware of any apparent misstatements or material inconsistencies with the financial statements. The other information comprises only the directors' report.

Basis of audit opinion

We conducted our audit in accordance with auditing standards issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgements made by the directors in the preparation of the financial statements, and of whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

T.H.F.C. (FUNDING NO. 1) PLC

REPORT OF THE INDEPENDENT AUDITORS (continued)

Opinion

In our opinion:

- the financial statements give a true and fair view, in accordance with IFRSs as adopted by the European Union, of the state of the company's affairs at 31 December 2005 and of its profit and cash flows for the period then ended; and
- the financial statements have been properly prepared in accordance with the Companies Act 1985 and Article 4 of the IAS Regulation.

PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors
London
14 June 2006

T.H.F.C. (FUNDING NO. 1) PLC

INCOME STATEMENT

58 weeks ended 31 December 2005

		58 weeks to 31 December 2005
	Note	£
OPERATING INCOME		
Interest receivable	3	3,547,623
Discount on loan to borrower		30,993
Costs receivable from borrower		<u>21,492</u>
		<u>3,600,108</u>
OPERATING EXPENDITURE		
Operating charges		21,492
Discount granted to bond holders	10	30,993
Interest payable	4	<u>3,547,623</u>
		<u>3,600,108</u>
PROFIT BEFORE AND AFTER TAXATION	5	<u><u>-</u></u>

All amounts relate to continuing activities.

All recognised gains and losses are included in the income statement.

There were no movements in shareholders' funds during the period except for the issue of share capital.

T.H.F.C. (FUNDING NO. 1) PLC

BALANCE SHEET
31 December 2005

ASSETS	Note	2005 £
Loan to borrower	7	67,376,000
Other receivables	8	116,092
Cash at bank and in hand		12,500
TOTAL ASSETS		<u>67,504,592</u>
LIABILITIES		
Other payables	9	116,092
Financial liabilities – secured bonds	10	67,376,000
CAPITAL AND RESERVES		
Share capital	11	12,500
Profit and loss account		-
TOTAL CAPITAL, RESERVES AND LIABILITIES		<u>67,504,592</u>

These financial statements were approved by the board and signed on its behalf by:

P. Williamson
Director

Date of approval: 14 June 2006

T.H.F.C. (FUNDING NO. 1) PLC

CASH FLOW STATEMENT

58 weeks ended 31 December 2005

	Note	58 weeks to 31 December 2005 £
CASH FLOW FROM OPERATING ACTIVITIES		
Cash generated from operations	12	-
Interest paid on bonds		(3,453,020)
Interest received on loan		3,453,020
Loan advance		<u>(67,345,007)</u>
NET CASH FLOW USED IN OPERATING ACTIVITIES		(67,345,007)
CASH FLOW FROM FINANCING ACTIVITIES		
Issue of share capital		12,500
Net proceeds from issue of Secured Bonds		<u>67,345,007</u>
NET CASH GENERATED FROM FINANCING ACTIVITIES		<u>67,357,507</u>
NET INCREASE IN CASH IN THE PERIOD		12,500
CASH AT BANK AT 18 NOVEMBER 2004		<u>-</u>
CASH AT BANK AT 31 DECEMBER 2005		<u>12,500</u>

1. ACCOUNTING POLICIES

The principal accounting policies adopted in the preparation of these financial statements are set out below.

Basis of accounting

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") and IFRIC interpretations and with those parts of the Companies Act, 1985 applicable to companies reporting under IFRS. The financial statements have been prepared under the historical cost convention.

Interest

Interest receivable on the loan to the borrower, The Housing Finance Corporation Limited ("THFC"), and interest payable on the Bonds are accounted for on an accruals basis.

Cash at Bank

Cash at bank represents amounts on demand deposit.

Loan to borrower ("loan")

The loan is stated at amortised cost less allowance for loan losses. Any discount or premium on issue, where material, is deducted from/added to the carrying value of the loan and charged or credited to the income statement over the expected life of the loan so that the interest charge as adjusted for the amortisation of premium/discount gives a constant yield to maturity.

Secured Bonds

Secured Bonds are stated at amortised cost. Any discount or premium on issue, where material, is deducted from/added to the carrying value of the Secured Bonds and charged or credited to the income statement over the expected life of the Secured Bonds so that the interest charge as adjusted for the amortisation of premium/discount gives a constant yield to maturity.

2. FINANCIAL RISK MANAGEMENT

Credit risk

The company's credit risk is mitigated by the following factors: The Bonds have a strong investment grade rating, based upon the ability of the borrower to meet its obligations under the Bonds. These ratings are subject to annual review and have remained at "AA-" since inception. The Bonds are secured on certain assets of the borrower. All borrowers to whom funds are on lent by THFC are subject to external regulation by The Housing Corporation. The trustee has the power to take control of the charged properties in certain pre-determined circumstances to protect cash flows to be used to satisfy obligations under the Bonds.

Liquidity risk

To mitigate liquidity risk the company collects capital repayments and interest from the RSL borrowers four business days prior to payment to bondholders. The Bonds also have a £7m liquidity facility attached to them that is renewed annually and a two year maturity mis-match between expected and legal maturity.

The loan agreement provides that the RSL borrowers must repay their loans in full three business days before 21 December 2035 (the expected maturity date) or, if they fail to do so, by 21 December 2037, (the legal maturity date). Interest is receivable half yearly in arrears.

Interest rate risk

The proceeds of the issue of the Bonds were on-lent to the RSL borrowers on terms that ensured the company was not exposed to any risk on changes of interest rates.

3. INTEREST RECEIVABLE

	58 weeks to 31 December 2005 £
On loan to borrower	3,547,623

4. INTEREST PAYABLE

	58 weeks to 31 December 2005 £
On 5.125% Secured Bonds due 2035/37	3,547,623

5. PROFIT BEFORE AND AFTER TAXATION

The profit before taxation is wholly attributable to the Company's principal activity, arose wholly within the United Kingdom and is stated after charging

	58 weeks to 31 December 2005
Auditors' remuneration	
- audit services	£6,374
- non-audit services	-

T.H.F.C. (FUNDING NO. 1) PLC

NOTES TO THE FINANCIAL STATEMENTS (continued)

31 December 2005

Audit fees incurred by the group are paid for by the company. The charge includes £2,056 relating to the audit of the holding company for the period ended 30th November 2004.

6. EMPLOYEES

There were no employees during the period other than the directors.

7. LOANS

	2005
	£
Amortised cost	67,376,000

8. OTHER RECEIVABLES

	2005
	£
Interest receivable	94,603
Other debtors	21,489
	116,092

9. OTHER PAYABLES

	2005
	£
Interest payable	94,603
Accruals & deferred income	21,489
	116,092

10. FINANCIAL LIABILITIES – SECURED BONDS

	2005
	£
5.125% Secured Bonds due 2035/37	67,376,000

The 5.125% Secured Bonds are repayable in 2035/37 and were issued in the following tranches:

	Nominal Value £	(Discount)/ Premium £
21 December 2004	67,376,000	(30,993)

NOTES TO THE FINANCIAL STATEMENTS (continued)
31 December 2005

The net proceeds of the above issue were used to make a loan to the borrower, THFC.
The Bonds are repayable in full between 21 December 2035 and 21 December 2037.
Interest on the Bonds is payable half yearly in arrears.

As the discount on issue was immaterial to the loan value it was charged to the income statement on issue rather than amortised over the life of the loan.

11. SHARE CAPITAL

	2005
	£
<i>Authorised</i>	
50,000 ordinary shares of £1 each	<u>50,000</u>
<i>Allotted, called up and quarter paid</i>	
50,000 ordinary shares of £1 each	<u><u>12,500</u></u>

12. RECONCILIATION OF PROFIT TO NET CASH INFLOW FROM OPERATING ACTIVITIES

	58 weeks to 31 December 2005
	£
Net profit/(loss)	-
Adjustments for:	
Interest receivable	(3,547,623)
Interest payable	3,547,623
Changes in working capital:	
(Increase) in debtors	(21,489)
Increase in creditors	<u>21,489</u>
Cash generated from operations	<u><u>-</u></u>

13. RECONCILIATION OF MOVEMENT IN NET FUNDS

	At incorporation 18 November 2004	Cash flow	At 31 December 2005
	£	£	£
Cash at bank	-	12,500	12,500
Loan to borrower	-	67,376,000	67,376,000
Debt due after one year	<u>-</u>	<u>(67,376,000)</u>	<u>(67,376,000)</u>
	-	<u><u>12,500</u></u>	<u><u>12,500</u></u>

14. FINANCIAL INSTRUMENTS

The proceeds from the issue of the 5.125% Secured Bonds due 2035/37 were used to make a loan to the borrower, THFC. The interest charged on this loan to the borrower is equal to the interest payable on the related Secured Bonds. Accordingly, the directors consider that the company is not subject to any risk on the fluctuation of interest rates.

The market value of the 5.125% Secured Bonds due 2035/37, and associated loan, as at 31 December 2005 was £73,332,038.

There is no difference between the fair value and book value of all other financial assets and liabilities.

15. ULTIMATE PARENT COMPANY AND INCORPORATION

At 31 December 2005 the company's immediate and ultimate holding company was T.H.F.C. (Funding) Holdings Limited.

Neither the holding company nor any other person or entity has the power to amend the financial statements after issue.

T.H.F.C. (Funding No. 1) Plc is incorporated in the United Kingdom.

16. RELATED PARTY TRANSACTION

All administrative services are provided under a management agreement with T.H.F.C. (Services) Limited. The directors are employees of T.H.F.C. (Services) Limited. Management and trustee fees payable to T.H.F.C. (Services) Limited during the period amounted to £NIL. T.H.F.C. (Services) Limited reserves the right to charge such fees in the future.

ISSUER

T.H.F.C. (Funding No.1) Plc

4th Floor
107 Cannon Street
London EC4N 5AF

TRUSTEE

The Law Debenture Trust Corporation p.l.c.

Fifth Floor
100 Wood Street
London EC2V 7EX

LIQUIDITY FACILITY PROVIDER

ABN AMRO Bank N.V.

Gustav Mahlerlaan 10
1082 PP, Amsterdam
The Netherlands

PAYING AGENT

The Bank of New York, London Branch

One Canada Square
London E14 5AL

LEGAL ADVISERS

To the Issuer as to English law

Trowers & Hamlins

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40 Tower Hill
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To the Manager and the Trustee as to English law

Allen & Overy LLP

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London E1 6AO

AUDITORS

To the Issuer

PricewaterhouseCoopers LLP

Southwark Towers
32 London Bridge Street
London SE1 9SY

ADMINISTRATOR

T.H.F.C. (Services) Limited

4th Floor

107 Cannon Street

London EC4N 5AF

ALLEN & OVERY LLP

ICM:4016613.11