

EXECUTION VERSION

**ACCESSION AND AMENDMENT AGREEMENT
TO THE SECRETARIAL SERVICES AGREEMENT**

1 OCTOBER 2010

SANTANDER UK PLC

and

LANGTON SECURITIES HOLDINGS LIMITED

and

LANGTON FUNDING (NO. 1) LIMITED

and

LANGTON SECURITIES (2008-1) PLC

and

LANGTON PECO LIMITED

and

LANGTON SECURITIES (2008-2) PLC

and

LANGTON SECURITIES (2008-3) PLC

and

LANGTON SECURITIES (2010-1) PLC

ALLEN & OVERY

Allen & Overy LLP

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**ACCESSION AND AMENDMENT AGREEMENT TO THE SECRETARIAL SERVICES
AGREEMENT**

THIS AGREEMENT is made on 1 October 2010

BETWEEN

- (1) **SANTANDER UK PLC** a public limited company incorporated in England and Wales (registered number of 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Secretarial Services Provider**);
- (2) **LANGTON SECURITIES HOLDINGS LIMITED** (registered number 6432540) a limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**Holdings**);
- (3) **LANGTON FUNDING (NO. 1) LIMITED** (registered number 6432610) a limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**Funding 1**);
- (4) **LANGTON SECURITIES (2008-1) PLC** (registered number 6432564) a public limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**2008-1 Issuer**);
- (5) **LANGTON PECOHLIMITED** (registered number 6432571) a limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**PECOH Limited**);
- (6) **LANGTON SECURITIES (2008-2) PLC** (registered number 6501924) a public limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**2008-2 Issuer**);
- (7) **LANGTON SECURITIES (2008-3) PLC** (registered number 6601246) a public limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**2008-3 Issuer**); and
- (8) **LANGTON SECURITIES (2010-1) PLC** (registered number 7381471) a public limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP (**Issuer**).

WHEREAS

- (A) Pursuant to the terms of the Secretarial Services Agreement (**the Secretarial Services Agreement**) dated 25 January 2008 made between Alliance & Leicester plc (and to which Santander UK plc acceded as the Secretarial Services Provider on the Part VII Effective Date), Holdings, Funding 1, the 2008-1 Issuer and PECOHLimited and between the same parties and the 2008-2 Issuer dated 5 March 2008 (**the First Accession and Amendment Agreement**) and between the same parties and the 2008-3 Issuer dated 17 June 2008 (**the Second Accession and Amendment Agreement**) and the Secretarial Services Provider agreed to provide corporate secretarial services to each of Holdings, Funding 1, the 2008-1 Issuer, the 2008-2 Issuer, the 2008-3 Issuer and PECOHLimited.
- (B) The Issuer has agreed to enter into this agreement to accede to the Secretarial Services Agreement.

- (C) The parties to the Secretarial Services Agreement acknowledge and agree to the accession of the Issuer to the Secretarial Services Agreement.
- (D) The parties hereto have further agreed to amend the Secretarial Services Agreement in order to accommodate the Issuer as a party and to provide for the accession of New Issuers on any New Issuer Closing Date.

IT IS AGREED as follows:

1. INTERPRETATION

The master definitions and construction schedule signed by, amongst others, the parties to this Agreement and dated 25 January 2008 (as amended and restated on 5 March 2008, 17 June 2008, 27 May 2010 and 1 October 2010 and as the same may be further amended, restated and/or supplemented from time to time with the consent of the parties to the Funding 1 Deed of Charge) (the **Master Definitions and Construction Schedule**), is expressly and specifically incorporated into this Accession and Amendment Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so amended, restated and/or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Accession and Amendment Agreement, including the Recitals hereto and this Accession and Amendment Agreement shall be construed in accordance with the interpretation provisions set out in clause 3 of the Master Definitions and Construction Schedule.

2. AMENDMENTS AND WAIVERS

With effect on and from the date of this agreement, the Secretarial Services Agreement shall be amended so that the definition of "Langton Group" is amended to include a reference to "Langton Securities (2010-1) plc (registered number 7381471) a public limited company incorporated in England and Wales, whose registered offices are at 35 Great St. Helen's, London, EC3A 6AP."

3. ACCESSION

On and from the date hereof, the parties hereto agree that the Issuer shall accede to the Secretarial Services Agreement as a member of the Langton Group and shall be bound by the terms of the Secretarial Services Agreement (as amended by this Accession and Amendment Agreement), having the rights and obligations as set out therein in respect of a member of the Langton Group.

4. MISCELLANEOUS

- 4.1 This Accession and Amendment Agreement is supplemental to and amends the Secretarial Services Agreement dated 25 January 2008 as amended and restated on 5 March 2008 by the First Accession and Amendment Agreement and as amended and restated on 17 June 2008 by the Second Accession and Amendment Agreement.
- 4.2 Save as expressly amended by this Accession and Amendment Agreement, the original Secretarial Services Agreement shall remain in full force and effect. This Accession and Amendment Agreement shall form part of the Secretarial Services Agreement and references therein to "this Agreement" shall be read as references to the original Secretarial Services Agreement as amended by this Accession and Amendment Agreement.
- 4.3 This Accession and Amendment Agreement may be executed (manually or by facsimile) in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

5. CHOICE OF LAW

This Accession and Amendment Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

6. EXCLUSION OF THIRD PARTY RIGHTS

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

7. SUBMISSION TO JURISDICTION

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

IN WITNESS WHEREOF the parties have caused this Accession and Amendment Agreement to be executed the day and year first before written

SIGNATORIES

SIGNED by
for and on behalf of
SANTANDER UK PLC

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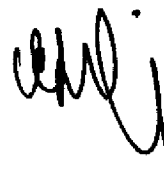
SIGNED by SFM Directors Limited, as Director
for and on behalf of
LANGTON SECURITIES HOLDINGS LIMITED

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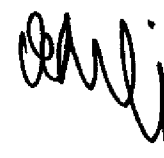
SIGNED by SFM Directors Limited, as Director
for and on behalf of
LANGTON FUNDING (NO. 1) LIMITED

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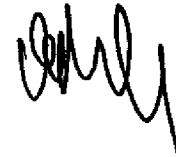
SIGNED by SFM Directors Limited, as Director
for and on behalf of
LANGTON SECURITIES (2008-1) PLC

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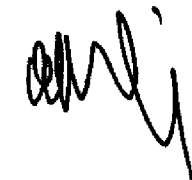
SIGNED by SFM Directors Limited, as Director
for and on behalf of
LANGTON PECO LIMITED

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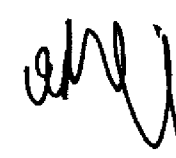
SIGNED by SFM Directors Limited, as Director
for and on behalf of
LANGTON SECURITIES (2008-2) PLC

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SIGNED by SFM Directors Limited, as Director
for and on behalf of
LANGTON SECURITIES (2008-3) PLC

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SIGNED by
its duly authorised attorney
for and on behalf of
LANGTON SECURITIES (2010-1) PLC

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