

GLOBAL DEED OF AMENDMENT

THIS THIRD GLOBAL DEED OF AMENDMENT is made on 11 December 2015

BETWEEN:

- (1) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated under the laws of England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacities as **Issuer Cash Manager, Issuer Account Bank** and **Issuer Start-Up Loan Provider**);
- (2) **LANGTON FUNDING (NO. 1) LIMITED** (registered number 6432610), a private limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (in its capacity as **Funding 1**);
- (3) **LANGTON SECURITIES (2010-1) PLC** (registered number 7381471), a public limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's, London EC3A 6AP (in its capacity as **Issuer**);
- (4) **LANGTON SECURITIES HOLDINGS LIMITED** (registered number 6432540), a private limited company incorporated under the laws of England and Wales whose registered office is at 35 Great St. Helen's London EC3A 6AP (in its capacity as **Holdings**);
- (5) **LANGTON MORTGAGES TRUSTEE LIMITED** (registered number 99388), a private limited company incorporated under the laws of Jersey whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (in its capacity as **Mortgages Trustee**);
- (6) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 0235914), acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its capacities as **Issuer Security Trustee, Funding 1 Security Trustee** and **Note Trustee**);
- (7) **STRUCTURED FINANCE MANAGEMENT LIMITED** (registered number 3853947), whose business address is at 35 Great St. Helen's, London EC3A 6AP (in its capacity as **Issuer Corporate Services Provider**); and
- (8) **CITIBANK, N.A. LONDON BRANCH**, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its capacities as **Agent Bank, Principal Paying Agent** and **Registrar**)

(together, the **Parties**).

WHEREAS:

- (A) The Parties are parties to one or more of the Issuer Transaction Documents referenced in this Deed.
- (B) On 1 October 2010, the Issuer issued, *inter alia*, the £1,385,715,000 Class Z1 Floating Rate Notes due 2054 (ISIN XS0546220665) (the **Class Z1 Notes**). The Principal

Amount Outstanding of such Class Z1 Notes equals £552,649,000 as at the date of this Agreement.

- (C) Further, on 23 March 2011, the Issuer issued, *inter alia*, the £2,125,000,000 Class A4 Floating Rate Notes due 2054 (ISIN XS0546218503) (the **Class A4 Notes**). The Class A4 Notes and the Class Z1 Notes were constituted by a note trust deed dated 1 October 2010, as supplemented on 23 December 2011 pursuant to the First Supplemental Note Trust Deed and on 8 June 2012 pursuant to the Second Supplemental Note Trust Deed. The Principal Amount Outstanding of such Class A4 Notes equals £955,000,000 as at the date of this Agreement.
- (D) It is proposed that the repayment terms of the Class A4 Notes and the Class Z1 Notes shall be modified, as set out in more detail in this Deed. Such modifications have been approved by or on behalf of all of the holders of the Class A4 Notes and the Class Z1 Notes pursuant to an Extraordinary Resolution of each such Class passed by way of written resolutions (each a **Written Resolution**).
- (E) The Parties have agreed to amend: (i) the Conditions of the Class A4 Notes; (ii) the Conditions of the Class Z1 Notes; (iii) the First Issue Issuer Intercompany Loan Confirmation; and (iv) the Issuer Master Definitions and Construction Schedule, on the terms and subject to the conditions set out in this Deed, for the purpose of implementing the proposals approved pursuant to the Written Resolutions.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

The provisions of the master definitions and construction schedule dated 25 January 2008, as amended and restated on 5 March 2008, 17 June 2008, 23 November 2009, 27 May 2010, 1 October 2010, 23 March 2011, 23 December 2011 and 8 June 2012 and signed by, *inter alios*, certain of the Parties (as the same may be amended, varied or supplemented from time to time, the **Master Definitions and Construction Schedule**) and the provisions of the issuer master definitions and construction schedule dated 1 October 2010, as amended and restated on 23 March 2011, 23 December 2011 and 8 June 2012 and as further amended with effect on and from 6 December 2013 pursuant to the Second Global Deed of Amendment and signed by, *inter alios*, certain of the Parties (as the same may be amended, varied or supplemented from time to time, the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as so amended, varied or supplemented from time to time) shall, except where the context requires and save where otherwise defined or indicated herein, have the same meanings in this Deed, including the Recitals hereto, and this Deed shall be construed in accordance with the interpretation and construction provisions set out in clause 3 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule and clause 2 (*Interpretation and Construction*) of the Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule, the Issuer Master Definitions and Construction Schedule shall prevail.

2. THIS DEED TO PREVAIL

- 2.1 This Deed shall constitute an Issuer Transaction Document and a Funding Transaction Document.
- 2.2 Notwithstanding any provision of any other Transaction Document, the Parties hereto agree to enter into and give effect to the provisions of this Deed.
- 2.3 The Parties agree that the provisions of this Deed shall prevail to the extent of any inconsistency with any other Transaction Document.
- 2.4 This Deed is supplemental to the Issuer Transaction Documents set forth below and, with effect on and from the date of this Deed, each of the Parties agrees to be bound by the Issuer Transaction Document(s) to which it is a party, as amended pursuant to the provisions of this Deed.

3. MODIFICATION OF THE CONDITIONS OF THE CLASS A4 NOTES

- 3.1 With effect on and from the date of this Deed, the Conditions of the Class A4 Notes shall be amended by replacing:

- (A) paragraph (iv) of Condition 5.2(a) (*Mandatory Redemption*) with the following paragraph:

“(iv) the Class A4 Notes on each Interest Payment Date from and including the scheduled redemption date in June 2022 or any earlier Interest Payment Date following a trigger event in an amount equal to the amount repaid by Funding 1 to the Issuer on such date in respect of the AAA (Class A4) Loan Tranche;” and

- (B) paragraph (d) of the definition of “Margin” in Condition 19 (*Definitions*) with the following paragraph:

“(d) in respect of the Class A4 Notes, 1.25 per cent. per annum for the period from (and including) the Closing Date up to (but excluding) the Interest Payment Date falling in June 2022 and thereafter 2.50 per cent. per annum;”

- 3.2 The Conditions of the Class A4 Notes, as amended pursuant to Clause 3.1 above, shall be incorporated by reference into each Global Note in respect of the Class A4 Notes.

4. MODIFICATION OF THE CONDITIONS OF THE CLASS Z1 NOTES

- 4.1 With effect on and from the date of this Deed, the Conditions of the Class Z1 Notes shall be amended by replacing:

- (A) paragraph (ix) of Condition 5.2(a) (*Mandatory Redemption*) with the following paragraph:

“(ix) the Class Z1 Notes on each Interest Payment Date from (and including) the scheduled redemption date in September 2022 or any earlier Interest Payment Date following a trigger event in an amount equal to the amount repaid by Funding 1 to the Issuer on such date in respect of the NR (Class Z1) Loan Tranche;” and

(B) paragraph (k) of the definition of “Margin” in Condition 19 (*Definitions*) with the following paragraph:

“(k) in respect of the Class Z1 Notes, 0.90 per cent. per annum for the period from (and including) the Closing Date up to (but excluding) the Interest Payment Date falling in September 2022 and thereafter 1.80 per cent. per annum;”

4.2 The Conditions of the Class Z1 Notes, as amended pursuant to Clause 4.1 above, shall be incorporated by reference into each Global Note in respect of the Class Z1 Notes.

5. **MODIFICATION OF THE FIRST ISSUE ISSUER INTERCOMPANY LOAN CONFIRMATION**

With effect on and from the date of this Deed, the First Issue Issuer Intercompany Loan Confirmation shall be amended by replacing:

(A) paragraphs (d) and (f) of clause 4.3 (*Loan Tranche Rates of Interest*) with the following paragraphs:

“(d) in respect of the AAA (Class A4) Loan Tranche, a margin of 1.25 per cent. per annum up to (and including) the Funding 1 Interest Period ending in June 2022 and thereafter 2.50 per cent. per annum;” and

“(f) in respect of the NR (Class Z1) Loan Tranche, a margin of 0.90 per cent. per annum up to and including the Funding 1 Interest Period ending in September 2022 and thereafter 1.80 per cent. per annum;” and

(B) paragraph (d)(iv) of clause 5.3 (*Repayment prior to the occurrence of a Trigger Event and prior to the service on Funding 1 of an Intercompany Loan Acceleration Notice*) with the following paragraph:

“(iv) £740,616,625.74 on the Funding 1 Interest Payment Date occurring in June 2022;” and

(C) paragraph (f) of clause 5.3 (*Repayment prior to the occurrence of a Trigger Event and prior to the service on Funding 1 of an Intercompany Loan Acceleration Notice*) with the following paragraph:

“(f) on each Funding 1 Interest Payment Date occurring on and after the Funding 1 Interest Payment Date in September 2022, the NR (Class Z1) Loan Tranche shall be repaid to the extent of Funding 1 Available Principal Receipts until the NR (Class Z1) Loan Tranche is fully repaid.”

6. MODIFICATION OF THE ISSUER MASTER DEFINITIONS AND CONSTRUCTION SCHEDULE

With effect on and from the date of this Deed, the Issuer Master Definitions and Construction Schedule shall be amended by:

- (A) replacing paragraphs (d) and (k) of the definition of “Margin” with the following paragraphs:

“(d) the Class A4 Notes, 1.25 per cent. per annum up to and including the Interest Period ending in June 2022 and thereafter 2.50 per cent. per annum;” and

“(k) the Class Z1 Notes, 0.90 per cent. per annum up to and including the Interest Period ending in September 2022 and thereafter 1.80 per cent. per annum;”

- (B) replacing paragraphs (d) and (k) of the definition of “Step-Up Date” with the following paragraphs:

“(d) in respect of the Class A4 Notes, the Interest Payment Date falling in June 2022;” and

“(k) in respect of the Class Z1 Notes, the Interest Payment Date falling in September 2022;” and

- (C) inserting the following new definition in its relative alphabetical position in the list of definitions:

“**Third Global Deed of Amendment** means the global deed of amendment entered into on 11 December 2015 between, *inter alios*, the Issuer, the Issuer Security Trustee and the Note Trustee, setting out amendments to certain Issuer Transaction Documents and the Conditions of the Class A4 Notes and the Class Z1 Notes;”.

7. NO AGENCY OR PARTNERSHIP

- 7.1 It is hereby acknowledged and agreed by the Parties that nothing in this Deed shall be construed as giving rise to any relationship of agency, save as expressly provided herein, or partnership between the Parties and that, in fulfilling its obligations hereunder, each Party shall be acting entirely for its own account.

- 7.2 Each of the Parties hereto acknowledges that the Note Trustee, the Issuer Security Trustee and the Funding 1 Security Trustee are party to this Deed only for the purpose of acknowledging the arrangements and amendments contemplated herein and for the better preservation and enforcement of their respective rights and shall have no additional obligations or liabilities as a result of entering into this Deed and no responsibility for any of the obligations of any of the other Parties.

8. VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

9. INVALIDITY

If any of the provisions of this Deed becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

10. EXCLUSION OF THIRD PARTY RIGHTS

A person who is not a Party is not entitled to enforce any term of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

11. GOVERNING LAW

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, the laws of England.

12. JURISDICTION

Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed (including in relation to any claim or dispute relating to any non-contractual obligations arising out of or in connection with this Deed), and each Party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each Party hereby irrevocably waives, to the fullest extent possible, 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 this document has been executed and delivered as a deed on the date first above written.

Issuer Cash Manager, Issuer Account Bank and Issuer Start-Up Loan Provider

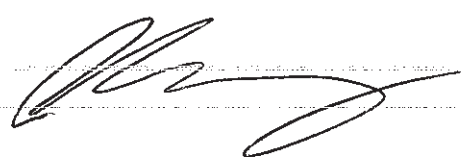
EXECUTED as a DEED by

SANTANDER UK PLC

acting by its duly authorised attorney

in the presence of:

Witness signature:



Matthew Leung

Name:

JOANNE WAINWRIGHT

Address:

**2 TRITON SQUARE
REGENT'S PLACE
LONDON NW1 3AN**

Funding 1

EXECUTED as a DEED by)
LANGTON FUNDING (NO. 1) LIMITED)
per pro SFM Directors Limited)
per pro SFM Directors (No.2) Limited)

[Handwritten signature]
[Handwritten signature]

Issuer

EXECUTED as a DEED by)
LANGTON SECURITIES (2010-1) PLC)
acting by its duly authorised attorney)
in the presence of:)

[Handwritten signature]

Witness signature: *[Handwritten signature]*

Name: *Eamon Gallagher*

Address: 35 Great St Helens
London
EC3A 6AP

Holdings

EXECUTED as a DEED by)
LANGTON SECURITIES HOLDINGS LIMITED)
per pro SFM Directors Limited)
per pro SFM Directors (No.2) Limited)

[Handwritten signature]
[Handwritten signature]

Mortgages Trustee

EXECUTED as a DEED by)
LANGTON MORTGAGES TRUSTEE LIMITED,)
acting by a director)
in the presence of:)

Witness signature:

Name:

Address:

Funding 1 Security Trustee, Issuer Security Trustee and Note Trustee

EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY LIMITED)
acting by two Directors:)

EXECUTED as a DEED by)
LANGTON FUNDING (NO. 1) LIMITED)
per pro SFM Directors Limited)
per pro SFM Directors (No.2) Limited)

Issuer

EXECUTED as a DEED by)
LANGTON SECURITIES (2010-1) PLC)
acting by its duly authorised attorney)
in the presence of:)

Witness signature:

Name:

Address:

Holdings

EXECUTED as a DEED by)
LANGTON SECURITIES HOLDINGS LIMITED)
per pro SFM Directors Limited)
per pro SFM Directors (No.2) Limited)

Mortgages Trustee

EXECUTED as a DEED by)
LANGTON MORTGAGES TRUSTEE LIMITED,)
acting by a director)
in the presence of:)



Stephanie Hopkins
Director

Witness signature: 

Name: **Rebecca Graham**

Address: **13 Castle Street**
St Helier
Jersey
JE4 5UT

Funding 1 Security Trustee, Issuer Security Trustee and Note Trustee

EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY LIMITED)
acting by two Directors:)

EXECUTED as a DEED by)
LANGTON FUNDING (NO. 1) LIMITED)
per pro SFM Directors Limited)
)
per pro SFM Directors (No.2) Limited)

Issuer

EXECUTED as a DEED by)
LANGTON SECURITIES (2010-1) PLC)
acting by its duly authorised attorney)
in the presence of:)

Witness signature:

Name:

Address:

Holdings

EXECUTED as a DEED by)
LANGTON SECURITIES HOLDINGS LIMITED)
per pro SFM Directors Limited)
)
per pro SFM Directors (No.2) Limited)

Mortgages Trustee

EXECUTED as a DEED by)
LANGTON MORTGAGES TRUSTEE LIMITED,)
acting by a director)
in the presence of:)

Witness signature:

Name:

Address:

Funding 1 Security Trustee, Issuer Security Trustee and Note Trustee

EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY LIMITED)
acting by two Directors:)


Jillian Hamblin
Director


Viola Japaul
Director

Director:

Director:

Issuer Corporate Services Provider

EXECUTED as a DEED by)
STRUCTURED FINANCE MANAGEMENT)
LIMITED)
acting by two directors or)
a director and a secretary)



Director:

Director/Secretary:



Agent Bank, Principal Paying Agent and Registrar

EXECUTED as a DEED by)
CITIBANK, N.A., LONDON BRANCH)
acting by its duly authorised attorney)
in the presence of:)

Witness signature:

Name:

Address:

Director:

Director:

Issuer Corporate Services Provider

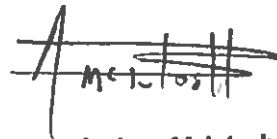
EXECUTED as a DEED by)
STRUCTURED FINANCE MANAGEMENT)
LIMITED)
acting by two directors or)
a director and a secretary)

Director:


Director/Secretary:

Agent Bank, Principal Paying Agent and Registrar

EXECUTED as a DEED by)
CITIBANK, N.A., LONDON BRANCH)
acting by its duly authorised attorney)
in the presence of:)



Andrew McIntosh
Vice President

Witness signature: 

Name: **Stuart Moor**
Vice President

Address:
Agency and Trust
Global Transaction Services
Citigroup Centre
Canada Square,
Canary Wharf
London E14 5LB