

INFORMATION MEMORANDUM



**SANTANDER UK PLC
EURO-COMMERCIAL PAPER PROGRAMME**

U.S.\$10,000,000,000

**Issuer
SANTANDER UK PLC**

**Rating of the Programme
A-1 by S&P Global Ratings UK Limited, P-1 by Moody's Investors Service Ltd
and F1 by Fitch Ratings Ltd**

**Arranger
SANTANDER UK PLC**

**Issue Agent and Principal Paying Agent
THE BANK OF NEW YORK MELLON, LONDON BRANCH**

Dealers

**BARCLAYS
BofA SECURITIES
CITIGROUP
CREDIT SUISSE
GOLDMAN SACHS INTERNATIONAL
ING BANK N.V.
NATWEST MARKETS
SANTANDER GLOBAL CORPORATE BANKING
UBS INVESTMENT BANK**

This Information Memorandum is dated 16 December 2021
Disclaimer clauses for Dealers, Issue Agent, Principal Paying Agent and Arranger
See the section entitled "Important Notice" on pages 1 to 3 of this Information Memorandum.

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IMPORTANT NOTICE

This information memorandum (together with any supplementary information memorandum and the information incorporated by reference herein, the **Memorandum**) contains summary information provided by Santander UK plc (the **Issuer**) in connection with a euro-commercial paper programme (the **Programme**) under which the Issuer may issue and have outstanding at any time euro-commercial paper notes (the **Notes**) up to a maximum aggregate principal amount of U.S.\$10,000,000,000 (which may be increased) or its equivalent in alternative currencies. Under the Programme, the Issuer may issue Notes outside the United States pursuant to Regulation S (**Regulation S**) of the United States Securities Act of 1933, as amended (the **Securities Act**). The Issuer has, pursuant to a dealer agreement dated 16 December 2021 (the **Dealer Agreement**), appointed Santander UK plc as arranger for the Programme (the **Arranger**), appointed Bank of America Europe DAC, Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse International, Goldman Sachs International, ING Bank N.V., NatWest Markets Plc, Santander UK plc and UBS AG London Branch as dealers for the Notes (together with any further dealers appointed under the Programme from time to time pursuant to the Dealer Agreement, the **Dealers**) and have authorised and requested the Dealers to circulate the Memorandum in connection with the Programme on their behalf to purchasers or potential purchasers of the Notes.

In this Memorandum references to **Santander UK** and the **Issuer** are references to Santander UK plc, references to the **Issuer Group** are to Santander UK and its subsidiaries.

In accordance with the Short-Term European Paper (**STEP**) initiative, the Programme has been submitted to the STEP Secretariat in order to apply for renewal of the Programme's STEP label in respect of Notes to be issued with a maturity of not more than 364 days from and including the date of issue. The status of STEP compliance of this Programme can be verified on the STEP market website (www.stepmarket.org).

The information contained in this Memorandum relating to the Issuer has been obtained from the Issuer. The Issuer has confirmed to the Dealers that, as at the date hereof, in the context of the Notes (in particular, having regard to the nature of the investors and of the information that might reasonably be expected to be available to them) the information contained in this Memorandum (when read in conjunction with the most recently published Annual Report and Accounts of the Issuer and its consolidated subsidiaries (if any) (the **Annual Reports**) and any other document delivered by the Issuer to the Dealers which the Issuer has expressly authorised to be distributed) is true and accurate in all material respects in the context of the issue and payment of the Notes and there is no information omitted therefrom which would be necessary to render the same not misleading in any material respect as at the date of such representation being made in such context.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy and completeness of this Memorandum or any further information supplied in connection with the Programme. The Dealers accept no liability in relation to this Memorandum or the Annual Reports or their distribution or with regard to any other information supplied by or on behalf of the Issuer hereafter.

This Memorandum is not intended to provide the basis of any credit, taxation or other evaluation and should not be considered as a recommendation by the Issuer or any Dealer that any recipient of this Memorandum should purchase any Notes to be issued under the Programme. Each investor contemplating the purchase of Notes under the Programme must make, and shall be deemed to have made, its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer and must base any investment decision upon such independent assessment and investigation and not on this Memorandum. This Memorandum does not constitute an offer or invitation by or on behalf of the Issuer or the Dealers to any person to purchase any Notes.

None of the Issuer, the Dealers or the Arranger accept any responsibility, express or implied, for updating this Memorandum and neither the delivery of this Memorandum nor any offers or sales made on the basis hereof shall under any circumstances create any implication that this Memorandum is accurate at any time subsequent

to the date hereof or that there has been no change in the business, financial condition or affairs of the Issuer since the date hereof. No person has been authorised to give any information or to make any representation not contained in this Memorandum or any supplement hereto and, if given or made, such information or representation must not be relied upon as having been so authorised. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any purchaser of Notes of any information coming to their attention.

Neither the Arranger nor any of the Dealers accepts any liability in relation to this Memorandum or its distribution by any other person. The distribution of this Memorandum and the offering for sale of Notes or any interest in such Notes or any rights in respect of such Notes, in certain jurisdictions, may be restricted by law. Persons obtaining this Memorandum or any Notes or any interest in such Notes or any rights in respect of such Notes are required by the Issuer, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Memorandum and other information in relation to the Notes and the Issuer set out under “**Selling Restrictions**” below.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) (U.S. PERSONS) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Memorandum or confirmed the accuracy or determined the adequacy of the information contained in this Memorandum. Any representation to the contrary is unlawful.

No application will be made at any time to list the Notes on any stock exchange. A communication of an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (the **FSMA**)) received in connection with the issue or sale of any Notes will only be made in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

Renminbi Notes – Notes denominated in Renminbi (**Renminbi Notes**) may be issued under the Programme. Investors should note that Renminbi Notes contain particular risks for potential investors, including (but not limited to) the following: (i) Renminbi is not freely convertible and there are significant restrictions on remittance of Renminbi into and out of the People’s Republic of China (excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan, the **PRC**), (ii) the liquidity of Renminbi Notes, and the Issuer’s ability to source Renminbi outside the PRC to service such Renminbi Notes, may be limited, and (iii) investment in Renminbi Notes is subject to exchange rate risks. The value of the Renminbi against the U.S. Dollar and other foreign currencies fluctuates and may be affected by changes in the PRC and international political and economic conditions and by many other factors.

All payments in respect of Renminbi Notes will be made solely by transfer to a Renminbi bank account maintained outside of the PRC in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in another currency or by bank transfer to a bank account in the PRC). In addition, there can be no assurance that access to Renminbi funds for the purposes of making payments on Renminbi Notes or generally may not remain or become restricted.

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the SFA) – Unless otherwise specified before an offer of Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined

in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

UK MiFIR product governance / Professional investors and eligible counterparties only target market

– Solely for the purposes of the Issuer’s product approval process in respect of a particular Note issue, the target market assessment in respect of any of the Notes to be issued off this Programme has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the Issuer’s target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the Issuer’s target market assessment) and determining appropriate distribution channels.

Solely by virtue of appointment as Arranger or Dealer, as applicable, on this Programme, neither the Arranger nor any Dealer nor any of their respective affiliates will be a “manufacturer” for the purpose of the EU Delegated Directive 2017/593 or FCA Handbook Product Intervention and Product Governance Sourcebook.

This Memorandum contains reference to ratings. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the relevant rating agency.

None of the Issuer, the Dealers or the Arranger makes any comment about the treatment for taxation purposes of payments or receipts in respect of the Notes to or by a holder of Notes and each investor contemplating acquiring Notes is advised to consult a professional adviser.

The Issuer’s statutory accounts have been delivered to the Registrar of Companies in England. The Auditor’s Reports on the accounts of the Issuer Group for the year ended 31 December 2020 were unqualified, did not contain statements under section 498(2) or 498(3) of the Companies Act 2006.

In this Memorandum, references to **pounds, sterling** and **£** are to the currency of England, references to **U.S. dollars, U.S.\$** are to the currency of the United States of America, references to **yen** and **¥** are to the currency of Japan, references to **€** and **euro** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union and references to **CNY** and **Renminbi** are to the lawful currency of the People’s Republic of China.

A reference in this Memorandum to an agreement or document entered into in connection with the Programme shall be to such agreement or document as amended, novated, restated, superseded or supplemented from time to time.

DOCUMENTS INCORPORATED BY REFERENCE

This Memorandum is to be read in conjunction with the Annual Reports, and any interim financial statements (whether audited or unaudited) published subsequently to the Annual Reports, of the Issuer and any announcements made by the Issuer pursuant to the listing rules of the Financial Conduct Authority in its capacity as competent authority under the FSMA, which are incorporated herein by reference, copies of which may be obtained from the Issuer's website at www.santander.co.uk/about-santander and which shall be deemed to modify or supersede the contents of this Memorandum to the extent that a statement contained in any such document is inconsistent with such contents.

Any statement contained in a document incorporated by reference into this Memorandum or contained in any supplementary information memorandum or in any document incorporated by reference therein shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede earlier statements contained in this Memorandum or in a document which is incorporated by reference in this Memorandum. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Memorandum.

Except as provided above, no other information, including information on the website of the Issuer, is incorporated by reference into this Memorandum.

Each Dealer will, following receipt of such documentation from the Issuer, provide to each person to whom a copy of this Memorandum has been delivered, upon request of such person, a copy of any or all the documents incorporated herein by reference unless such documents have been modified or superseded as specified above. Written requests for such documents should be directed to the relevant Dealer at its office as set out at the end of this Memorandum.

DESCRIPTION OF THE PROGRAMME

Name of the Programme:	Santander UK plc euro-commercial paper programme
Type of the Programme:	Euro-commercial paper programme
Issuer:	Santander UK plc
Type of Issuer:	Monetary Financial Institution
Programme Size:	The outstanding principal amount of the Notes will not exceed U.S.\$10,000,000,000 (or its equivalent in other currencies) at any time (the Maximum Amount). The Maximum Amount may be increased from time to time in accordance with the Dealer Agreement.
Form of Notes:	The Notes will be in bearer form. Each issue of Notes will initially be represented by one or more global notes (Global Notes). A Global Note will be exchangeable for definitive notes (Definitive Notes) only in the circumstances specified in that Global Note.
Yield Basis:	The Notes may be issued on a discounted basis or may bear fixed or floating rate interest.
Currencies:	Notes may be denominated in such currencies as may be agreed between the Issuer and the relevant Dealer from time to time, subject to compliance with any applicable legal and regulatory and/or central bank requirements.
Maturity:	The Notes of each issue will have such maturity as shall have been agreed between the Issuer and the relevant Dealer, subject to a minimum maturity of one day and a maximum maturity of 364 days and subject in each case to compliance with any applicable legal and/or regulatory requirements.
Minimum Issuance Amount:	At least €100,000 (or equivalent for non-euro issuances) and subject to the initial minimum denominations of Notes as set out herein.
Denominations:	At least €500,000, £100,000, U.S.\$500,000, CNY1,000,000, ¥100,000,000 or if denominated in a currency other than euro, sterling, U.S. dollars, Renminbi or yen, the approximate equivalent in any such currency of at least U.S.\$500,000 determined as at the issue date thereof or such other denominations (not being less than the equivalent in such currency of U.S.\$500,000 determined as at the issue date) as may be specified by any applicable legal or regulatory requirements relating to such currency and as may be approved by the Issuer.
Status of the Notes:	The Notes will rank at least <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer (other than those mandatorily preferred by law applying to companies generally).
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and construed in accordance with, English law.

Listing:	The Notes will not be listed on any stock exchange.
Settlement System:	Euroclear Bank SA/NV (Euroclear) and Clearstream Banking S.A. (Clearstream, Luxembourg) or any other recognised clearing system from time to time agreed between the Dealers and the Issuer that complies, as of the date the relevant Notes are issued, with the Market Convention on Short-Term European Paper dated 19 May 2015 and adopted by the ACI – The Financial Markets Association and the European Money Markets Institute (as amended from time to time) (the STEP Market Convention).
Rating of the Programme:	Rated. Ratings: A-1 by S&P Global Ratings UK Limited, P-1 by Moody’s Investors Service Ltd and F1 by Fitch Ratings Ltd Such ratings are not recommendations to buy or sell or hold securities and may be subject to suspension, change or withdrawal at any time by the relevant rating agency. Investors are invited to refer to the websites of the relevant rating agencies in order to have access to the latest rating, at www.standardandpoors.com , www.moodys.com and www.fitchratings.com , respectively.
Guarantor:	Not applicable.
Issue and Principal Paying Agent:	The Bank of New York Mellon, London Branch.
Arranger:	Santander UK plc.
Dealers:	Bank of America Europe DAC, Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse International, Goldman Sachs International, ING Bank N.V., NatWest Markets Plc, Santander UK plc and UBS AG London Branch.
Selling Restrictions:	Offers and sales of Notes are restricted in many jurisdictions including the U.S., the U.K., Japan, Singapore, Hong Kong, the People’s Republic of China and Switzerland. Prospective investors are referred to the section entitled “Selling Restrictions” on page 16.
Taxes:	All payments in respect of the Notes shall be made without withholding or deduction for or on account of any taxes imposed by the United Kingdom, unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer shall, subject to certain exceptions, be required to pay such additional amounts as shall result in receipt by the holder of such amounts as would have been received by it had no such withholding or deduction been required.

Contact Details:

Contact: Paul Barnes

Address: Managing Director
Head of Short-Term Markets
Santander UK
CFO Division
Triton Square
Regent's Place
London NW1 3AN

Tel: +44 (0)20 7756 6966

Email: Paul.Barnes@Santander.co.uk

Additional information on the Programme:

Issuer's Legal Entity Identifier (LEI): PTCQB104N23FMNK2RZ28

Redemption: The Notes will be redeemed as specified in the Notes.

Independent Auditors of the Issuer:

PricewaterhouseCoopers LLP, 1 Embankment Place, London WC2N 6RH.

DESCRIPTION OF THE ISSUER AND THE ISSUER GROUP

Legal name:	Santander UK plc
Legal form/status:	The Issuer was formed as a building society in 1944, known as Abbey National. In 2010, it was incorporated by Banco Santander to become Santander UK plc. It is a public limited liability company incorporated and registered in England and Wales under the Companies Act 1985.
Date of incorporation:	12 September 1988
Registered office:	2 Triton Square Regent's Place London NW1 3AN United Kingdom
Registration number, place of registration:	Incorporated in England and Wales with registered number 2294747.
Issuer's mission:	The Issuer's purpose is to be the best bank for customers, shareholders, people and communities by acting responsibly.
Brief description of current activities:	The Issuer operates four business divisions as follows (please see pages 2 to 16 of the Issuer's Annual Report and Accounts 2020 for information regarding the Issuer's activities).

Retail Banking

Retail Banking offers a wide range of products and financial services to individuals and small businesses through the Issuer Group's omni-channel presence comprising branches, ATMs, telephony, digital and intermediary channels. Retail Banking includes business banking customers, small businesses with simple banking needs and Santander Consumer Finance, predominantly a vehicle finance business.

Corporate and Commercial Banking

Corporate and Commercial Banking offers a wide range of financial services and solutions to more complex businesses across multiple sectors, typically with annual turnovers of between £2 million and £500 million. Service and expertise are provided by relationship managers, product specialists and through digital and telephony channels, and cover clients' needs both in the UK and overseas.

Corporate and Investment Banking

Corporate and Investment Banking (**CIB**) services corporate clients with an annual turnover of £500 million and above. CIB clients require specially tailored solutions and value-added services due to their size, complexity and sophistication. CIB

provides these clients with products to manage currency fluctuations, protect against interest rate risk, and arrange capital markets finance and specialist trade finance solutions, as well as providing support to the rest of the Issuer Group's business segments.

Corporate Centre

Corporate Centre mainly includes the treasury, non-core corporate and legacy portfolios. Corporate Centre is also responsible for managing capital and funding, balance sheet composition, structure, pension and strategic liquidity risk. To enable a more targeted and strategically aligned apportionment of capital and other resources, revenues and costs incurred in Corporate Centre are allocated to three business segments. The non-core corporate and legacy portfolios are being run-down and/or managed for value.

Capital or equivalent:

As at 31 December 2020, the Issuer had share capital of £3,430,176,886.60 formed of a total number of issued shares of 31,051,768,866 Ordinary Shares of £0.10 each and 325,000,000 Sterling Preference Shares of £1.

List of main shareholders:

Ordinary Shares of £0.10:

Santander UK plc: 31,051,768,866 shares held – 100% holding

Sterling Preference Shares of £1.00:

VIDACOS NOMINEES LIMITED

10 3/8% Non-Cumulative Sterling Preference Shares
63,913,355 - 31.96%

STATE STREET NOMINEES LIMITED

10 3/8% Non-Cumulative Sterling Preference Shares
38,258,238 - 19.13%

HSBC GLOBAL CUSTODY NOMINEE (UK)
LIMITED

10 3/8% Non-Cumulative Sterling Preference Shares
11,084,653 - 5.54%

HSBC GLOBAL CUSTODY NOMINEE (UK)
LIMITED

10 3/8% Non-Cumulative Sterling Preference Shares
10,500,000 – 5.25%

THE BANK OF NEW YORK (NOMINEES)
LIMITED

10 3/8% Non-Cumulative Sterling Preference Shares
6,924,000 – 3.46%

HSBC GLOBAL CUSTODY NOMINEE (UK)
LIMITED

10 3/8% Non-Cumulative Sterling Preference Shares
6,041,952.00 – 3.02%

VIDACOS NOMINEES LIMITED

8 5/8% Non-Cumulative Sterling Preference Shares
100,487,938 - 80.39%

STATE STREET NOMINEES LIMITED

8 5/8% Non-Cumulative Sterling Preference Shares
6,231,525 - 4.99%

* Please note that this is a nominee shareholder and
so the shareholding has not been consolidated.

Listing of the shares of the Issuer:

**Composition of governing bodies and
supervisory bodies:**

London

As at the date of this Memorandum the Board of
Directors of the Issuer are:¹

<i>Position</i>	<i>Name</i>	<i>Other principal activities</i>
Chair	William Vereker	Chair, Santander UK Group Holdings plc
Executive Director and Chief	Nathan Bostock	Chief Executive Officer, Santander UK Group Holdings plc

¹ Lisa Fretwell will be appointed as an Independent Non-Executive Director with effect from 1 January 2022.

Executive Officer ²		Member of the Financial Services Trade and Investment Board
Executive Director and Chief Financial Officer	Duke Dayal	Chief Financial Officer, Santander UK Group Holdings plc
Independent Non-Executive Director	Garrett Curran ³	-
Independent Non-Executive Director	Annemarie Durbin	Non-Executive Director and Remuneration Committee Chair of WH Smith PLC and Persimmon Plc Chair of Cater Allen Limited
Senior Independent Non-Executive Director	Ed Giera	Senior Independent Non-Executive Director, Santander UK Group Holdings plc Non-Executive Director of Rothesay Life PLC
Independent Non-Executive Director	Chris Jones	Independent Non-Executive Director, Santander UK Group Holdings plc and Legal & General Investment Management (Holdings) Limited

² On 29 November 2021 Mike Regnier was appointed as Chief Executive Officer, subject to regulatory approval.

³ Garrett Curran will resign as an Independent Non-Executive Director on 31 December 2021.

		Audit and Risk Committee member of the Wellcome Trust
		Chairman of the Advisory Board of the Association of Corporate Treasurers
		Investment Trustee of the Civil Service Benevolent Fund
Independent Non-Executive Director	Mark Lewis	-
Non-Executive Director	Dirk Marzluf	-
Independent Non-Executive Director	The Rt Hon. The Baroness Morgan of Cotes	Non-executive director of Financial Services Compensation Scheme, Careers & Enterprise Company and Great Central Railway plc.
Non-Executive Director	Antonio Simões	Trustee of the Social Market Foundation Non-Executive Director, Santander UK Group Holdings plc Trustee for the Prince's Trust International
Independent Non-Executive Director	Pamela Walkden	Independent Non-Executive Director, Santander UK Group Holdings

Independent
Director of Banco
Santander, S.A.

A lay member of
the Welfare and
Ethics Committee
of the Royal
Veterinary College

Member of the
Advisory Board at
JD Haspel Limited

Accounting Method:

The consolidated financial statements of the Issuer are prepared in accordance with International Financial Reporting Standards.

Accounting Year:

Starting on 1 January, ending on 31 December.

Fiscal Year:

Starting on 1 January, ending on 31 December.

Other short term programmes of the Issuer:

The Issuer has the following other short term programmes:

Santander UK plc	U.S.\$20,000,000,000 US Commercial Paper Programme
Santander UK plc	€5,000,000,000 NEU Commercial Paper Programme

Ratings of the Issuer:

As at the date hereof:-

Ratings can come under review at any time by the rating agencies. Investors shall refer to the relevant rating agencies in order to have access to the latest ratings.

The long-term obligations of the Issuer are rated:-
S&P Global Ratings UK Limited: A
Moody's Investors Service Ltd: A1
Fitch Ratings Ltd: A+

The short-term obligations of the Issuer are rated:-
S&P Global Ratings UK Limited: A-1
Moody's Investors Service Ltd: P-1
Fitch Ratings Ltd: F1

Such ratings are not recommendations to buy or sell or hold securities and may be subject to suspension, change or withdrawal at any time by the relevant rating agency. Investors are invited to refer to the websites of the relevant rating agencies in order to have access to the latest rating.

Additional information on the Issuer:

The directors of the Issuer listed under "Composition of governing bodies and supervisory bodies" above do not have any potential conflicts of interest between their duties to the Issuer and their private interests and/or other duties.

The business address of each of the directors of the Issuer is 2 Triton Square, Regent's Place, London NW1 3AN with telephone number +44 (0)870 607 6000.

The telephone number of the Issuer is +44 (0) 870 607 6000.

INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL

An application for a STEP label for this Programme will be made to the STEP Secretariat. Information as to whether the STEP label has been granted for this Programme may be made available on the STEP Market website (initially www.stepmarket.org). This website is not sponsored by the Issuer and the Issuer is not responsible for its content or availability.

Unless otherwise specified in this Memorandum, the expressions “**STEP**”, “**STEP Market Convention**”, “**STEP label**”, “**STEP Secretariat**”, and “**STEP market website**” shall have the meaning assigned to them in the Market Convention on Short-Term European Paper dated 19 May 2015 and adopted by the ACI – The Financial Markets Association and the European Money Markets Institute (as amended from time to time).

SELLING RESTRICTIONS

1. GENERAL

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent, warrant and agree) that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute the Memorandum, or any document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

2. UNITED STATES OF AMERICA

The Notes have not been and will not be registered under the Securities Act and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S. Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 903 of Regulation S.

Each Dealer has also represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has offered and sold the Notes, and will offer and sell the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the **distribution compliance period**), only in accordance with Rule 903 of Regulation S.

Each Dealer has also agreed (and each further Dealer appointed under the Programme will be required to agree) that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (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 (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S.

Terms used above have the meanings given to them by Regulation S.

3. THE UNITED KINGDOM

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that (a) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom; and (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of FSMA) received by it in connection with the

issue or sale of any Notes in circumstances in which Section 21 (1) of FSMA would not apply to the Issuer if it were not an authorised person.

4. **JAPAN**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

5. **SINGAPORE**

This Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore, and the Notes will be offered pursuant to exemptions under the SFA. Accordingly, the Notes may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Memorandum or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA or to any person pursuant to Section 275(1A) of the SFA and in accordance with the conditions specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations of Singapore.

6. HONG KONG

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”)) other than (a) to “professional investors” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to any Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

7. PEOPLE’S REPUBLIC OF CHINA

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that neither it nor any of its affiliates has offered or sold or will offer or sell any of the Notes in the People's Republic of China as part of the initial distribution of the Notes.

8. SWITZERLAND

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Memorandum is not intended to constitute an offer or solicitation to purchase or invest in the Notes and the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (**FinSA**) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Memorandum nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Memorandum nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

FORM OF THE NOTES

Set out below in Parts 1 and 2 are the forms (which are subject to completion and amendment) of the Global and Definitive Notes, which will be amended and completed to take into account the requirements of any particular issue in a particular currency.

PART 1

FORM OF MULTICURRENCY GLOBAL NOTE

MULTICURRENCY GLOBAL NOTE

(Interest Bearing/Discounted)⁴

THE SECURITIES REPRESENTED BY THIS GLOBAL NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART.

[Purchasers of Renminbi denominated Notes (as defined below) should note that the Renminbi is not a freely convertible currency. All payments in respect of Renminbi denominated Notes will be made solely by transfer to a Renminbi bank account maintained outside of the PRC (as defined below) in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in another currency or by bank transfer to a bank account in the PRC). In addition, there can be no assurance that access to Renminbi funds for the purposes of making payments on Renminbi denominated Notes or generally may not remain or become restricted. For these purposes the **PRC** means the People's Republic of China (excluding Hong Kong Special Administrative Region of the People's Republic of China (**Hong Kong**), the Macau Special Administrative Region of the People's Republic of China and Taiwan).]⁵

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the SFA) - [To insert notice if classification of the Notes is not "prescribed capital markets product" pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].]⁶

SANTANDER UK PLC

(incorporated with limited liability under the laws of England and Wales, registered number 2294747)
Legal Entity Identifier: PTCQB104N23FMNK2RZ28

ISIN:

Series

No:

.....

⁴ Delete as appropriate.

⁵ Only use the text in square brackets if the Notes are denominated in Renminbi.

⁶ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

Issue Date:		Maturity Date: ⁷
.....	
Specified Currency:		Denomination:
.....	
Principal Amount:		Reference Rate: [EUR-EURIBOR] ⁸
.....	
<i>(words and figures if a Sterling Note)</i>		
Fixed Interest Rate: ⁹	% per annum	Margin: ¹⁰
	
		%
Calculation Agent: ¹¹		
.....		
<i>(Interest)</i>		
Interest Payment Dates: ¹²		Interest Commencement Date: ¹³
.....	
ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions] ¹⁴		

- For value received, Santander UK plc (the **Issuer**) promises to pay to the bearer of this Global Note on the Maturity Date the Principal Amount together with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issue and paying agency agreement dated 16 December 2021 (as amended, restated or supplemented from time to time, the **Issue and Paying Agency Agreement**) between the Issuer and The Bank of New York Mellon, London Branch as issue agent (the **Issue Agent**) and as principal paying agent (the **Principal Paying Agent**), a copy of which is available for inspection during normal business hours at the office of the Principal Paying Agent at One Canada Square, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note during normal business hours at the office of the Principal Paying Agent referred to above by (i) transfer to an account denominated in the Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of the Specified Currency or, (ii) if this Global Note is denominated or payable in euros, transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any Member State of the European Union as at the date of the Issue and Paying Agency Agreement or (iii) if this Global Note is denominated or payable in Renminbi, transfer to a Renminbi account maintained in accordance with the applicable laws and regulations at such bank in Hong Kong.

Notwithstanding the foregoing, presentation and surrender of this Global Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Note denominated in U.S. Dollars, payments

⁷ Not to be more than 364 days from (and including) the Issue Date.

⁸ Delete as appropriate.

⁹ Complete for fixed rate interest bearing Notes only.

¹⁰ Complete for floating rate interest bearing Notes only.

¹¹ Complete for floating rate interest bearing Notes only.

¹² Complete for interest bearing Notes.

¹³ Complete for interest bearing Notes denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen.

¹⁴ Delete as appropriate.

shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Principal Paying Agent so chooses.

2. This Global Note is issued in representation of an issue of notes (the **Notes**) in the aggregate Principal Amount.
3. All payments in respect of this Global Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding for, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in the United Kingdom or any jurisdiction through, in or from which such payments are made or any political subdivision or any taxing authority of or in any of the foregoing (**Taxes**) save as may be required by law. If the Issuer or any agent thereof is required by law to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable:
 - (a) to, or to a third party on behalf of, the bearer of this Global Note where such deduction or withholding is required by reason of the bearer having some connection with the jurisdiction imposing the Taxes other than the mere holding of and payment in respect of this Global Note; or
 - (b) in respect of any deduction or withholding which would not have been required but for the presentation by the bearer of this Global Note for payment on a date more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later.
4. If the Maturity Date or, if applicable, the relevant Interest Payment Date falls on a day which is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date, in which case payment shall be made on the immediately preceding Payment Business Day) and neither the bearer of this Global Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Note:

Payment Business Day means any day, other than a Saturday or a Sunday which is either (i) if the Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Renminbi, shall be Hong Kong) or (ii) if the Specified Currency is euro, a day which is a TARGET2 Business Day,

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro,

provided that if the Principal Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Principal Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Principal Paying Agent may determine.

5. The payment obligation of the Issuer represented by this Global Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer other than obligations mandatorily preferred by law applying to companies generally.
6. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
7. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole but not in part only for duly executed and authenticated bearer Notes in definitive form in the following circumstances, whether before, on or, subject as provided below, after the Maturity Date:
 - (a) if one or both of Euroclear Bank SA/NV and Clearstream Banking S.A. (or any other relevant clearing system(s), in which this Global Note is held at the relevant time is closed for business for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or if any such clearing system announces an intention to, or does in fact, permanently cease to do business and no alternative clearing system is available; and/or
 - (b) if default is made in the payment of any amount payable in respect of this Global Note.

If an event in paragraph (a) or (b) above occurs, the Issuer hereby undertakes that, upon presentation and surrender of this Global Note during normal business hours at the above offices of the Issue Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Issue Agent shall authenticate and deliver, in exchange for this Global Note, bearer definitive Notes denominated in the Specified Currency in an aggregate principal amount equal to the Principal Amount of this Global Note.

8. If, upon any such event and following such surrender, definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue definitive Notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a deed of covenant dated 16 December 2021 (as amended, restated or supplemented as of the Issue Date) entered into by the Issuer).
9. If this is an interest bearing Global Note, then:
 - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the Principal Amount shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by or on behalf of the Principal Paying Agent to reflect such payment; and
 - (c) if no Interest Payment Dates are specified on this Global Note, the **Interest Payment Date** shall be the Maturity Date.
10. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Principal Amount as follows:
 - (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant

Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling or Renminbi or if market practice so dictates (as determined by the Principal Paying Agent), 365 days at the Fixed Interest Rate, with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and

- (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.

11. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Principal Amount as follows:

- (a) in the case of a Global Note which specifies EUR-EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the Margin (if any) above or below EURIBOR. Interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date.

As used in this Global Note, **EURIBOR** shall be equal to:

- (A) in the case of a Global Note which specifies the 2006 ISDA Definitions as the ISDA Definitions, EUR-EURIBOR-Reuters as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET2 Business Day before the first day of the relevant Interest Period (in the case of a Global Note which specifies the 2006 ISDA Definitions as the ISDA Definitions only, a **EURIBOR Interest Determination Date**) as if the Reset Date was the first day of such Interest Period and the Designated Maturity was the number of months specified on the face of this Global Note in relation to the Reference Rate; or
- (B) in the case of a Global Note which specifies the 2021 ISDA Definitions as the ISDA Definitions, EUR-EURIBOR determined in accordance with the 2021 ISDA Definitions as if:
 - (i) the Reset Date was the first day of the relevant Interest Period; and
 - (ii) the Designated Maturity was the number of months specified on the face of this Global Note,

provided that where a Temporary Non-Publication Trigger occurs in respect of EUR-EURIBOR, the Temporary Non-Publication Fallback for EUR-EURIBOR set out in the Floating Rate Matrix shall be amended such that the reference to "Calculation Agent Alternative Rate Determination" shall be replaced by "Temporary Non-Publication Fallback - Previous Day's Rate"; and

in the case of a Global Note which specifies the 2021 ISDA Definitions as the ISDA Definitions only, **EURIBOR Interest Determination Date** means the Fixing Day;

- (b) the Calculation Agent will, as soon as practicable on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. **Rate of Interest** means the rate which is determined in accordance with the provisions of paragraph 11(a). The Amount of Interest payable per Note shall be calculated by applying the Rate of Interest to the Principal Amount,

multiplying such product by the actual number of days in the Interest Period divided by 360 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and/or the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error or fraud) be final and binding upon all parties;

- (c) the period beginning on (and including) the Issue Date or Interest Commencement Date, as the case may be, and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
- (d) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published in accordance with paragraph 12 as soon as practicable after the determination of the Rate of Interest.

As used in this Global Note:

2006 ISDA Definitions means the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the **ISDA**) and as amended and updated as at the Issue Date.

2021 ISDA Definitions means the version of the 2021 ISDA Interest Rate Derivative Definitions, including each Matrix (and any successor matrix), as published by the ISDA (or any successor) on its website (www.isda.org) as at the Issue Date, provided that (i) references to a "Confirmation" in the 2021 ISDA Definitions should instead be read as references to this Global Note; (ii) references to a "Calculation Period" in the 2021 ISDA Definitions should instead be read as references to an "Interest Period" and (iii) the "Administrator/Benchmark Event" in the 2021 ISDA Definitions shall be disapplied.

Capitalised terms used but not otherwise defined in this Global Note shall have the meaning ascribed to them in (i) in the case of a Global Note which specifies the 2006 ISDA Definitions as the ISDA Definitions, the 2006 ISDA Definitions or (ii) in the case of a Global Note which specifies the 2021 ISDA Definitions as the ISDA Definitions, the 2021 ISDA Definitions.

- 12. Notices to holders will be delivered to the clearing system(s) in which this Global Note is held or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 7, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of such delivery or publication.
- 13. If the proceeds of this Global Note are accepted in the United Kingdom, the Principal Amount shall be not less than £100,000 (or the equivalent in any other currency).
- 14. Instructions for payment must be received at the offices of the Principal Paying Agent referred to above together with this Global Note as follows:
 - (a) if this Global Note is denominated in United States dollars, Canadian dollars, euro or Sterling, at least one Payment Business Day prior to the relevant payment date; and
 - (b) in all other cases, at least two Payment Business Days prior to the relevant payment date.

15. No person shall have any right to enforce any term or condition of this Global Note by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists and is available apart from that Act.
16. This Global Note shall not be validly issued unless manually or electronically authenticated by The Bank of New York Mellon as Issue Agent.
17. This Global Note and any non-contractual obligations arising out of or in connection with this Global Note, are governed by, and shall be construed in accordance with, English law.

Signed on behalf of
SANTANDER UK PLC

By:
(Authorised Signatory)

AUTHENTICATED by
THE BANK OF NEW YORK MELLON, LONDON BRANCH
without recourse, warranty or liability and for authentication purposes only

By:
(Authorised Signatory)

SCHEDULE

PAYMENTS OF INTEREST

The following payments of interest in respect of this Global Note have been made:

FIXED RATE INTEREST PAYMENTS

Date of Payment	Period From	Period To	Amount of Interest Paid	Notation on behalf of Principal Paying Agent

FLOATING RATE INTEREST PAYMENTS

Date of Payment	Period From	Period To	Interest Rate per annum	Amount of Interest Paid	Notation on behalf of Principal Paying Agent

PART 2

FORM OF MULTICURRENCY DEFINITIVE NOTE

(Interest Bearing/Discounted)¹

THE SECURITIES REPRESENTED BY THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART.

[Purchasers of Renminbi denominated Notes (as defined below) should note that the Renminbi is not a freely convertible currency. All payments in respect of Renminbi denominated Notes will be made solely by transfer to a Renminbi bank account maintained outside of the PRC (as defined below) in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in another currency or by bank transfer to a bank account in the PRC). In addition, there can be no assurance that access to Renminbi funds for the purposes of making payments on Renminbi denominated Notes or generally may not remain or become restricted. For these purposes the **PRC** means the People's Republic of China (excluding Hong Kong Special Administrative Region of the People's Republic of China (**Hong Kong**), the Macau Special Administrative Region of the People's Republic of China and Taiwan).]²

[**Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the SFA) - [To insert notice if classification of the Notes is not "prescribed capital markets product" pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].**]³

SANTANDER UK PLC

(incorporated with limited liability under the laws of England and Wales, registered number 2294747)

Legal Entity Identifier: PTCQB104N23FMNK2RZ28

ISIN:	Series No:
.....
Issue Date:	Maturity Date: ⁴
.....
Specified Currency:	Denomination:
.....
Principal Amount:	Reference Rate: [EUR-EURIBOR] ⁵
.....

¹ Delete as appropriate.

² Only use the text in square brackets if the Notes are denominated in Renminbi.

³ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

⁴ Not to be more than 364 days from (and including) the Issue Date.

⁵ Delete as appropriate.

(words and figures if a Sterling Note)

Fixed Interest Rate:⁶ % per Margin:⁷
annum
%

Calculation

Agent:⁸
.....

(Interest)

Interest Payment Interest Commencement Date:¹⁰
Dates:⁹

ISDA Definitions: [2006 ISDA Definitions]/[2021
ISDA Definitions]¹¹

1. For value received, Santander UK plc (the **Issuer**) promises to pay to the bearer of this Note on the Maturity Date the Principal Amount together with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issue and paying agency agreement dated 16 December 2021 (as amended, restated or supplemented from time to time, the **Issue and Paying Agency Agreement**) between the Issuer and The Bank of New York Mellon, London Branch as issue agent (the **Issue Agent**) and as principal paying agent (the **Principal Paying Agent**), a copy of which is available for inspection during normal business hours at the office of the Principal Paying Agent at One Canada Square, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Note during normal business hours at the office of the Principal Paying Agent referred to above by (i) transfer to an account denominated in the Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of the Specified Currency or, (ii) if this Note is denominated or payable in euros, transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any Member State of the European Union as at the date of the Issue and Paying Agency Agreement or (iii) if this Note is denominated or payable in Renminbi, transfer to a Renminbi account maintained in accordance with the applicable laws and regulations at such bank in Hong Kong.

Notwithstanding the foregoing, presentation and surrender of this Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Note denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Principal Paying Agent so chooses.

2. This Note is one of an issue of notes (the **Notes**) in the aggregate Principal Amount.
3. All payments in respect of this Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding for, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed in the United Kingdom or any jurisdiction through, in or from which such payments are made or any political subdivision or any taxing authority of or in any of the foregoing (**Taxes**) save as may be required by law. If the Issuer or any agent thereof is required by

⁶ Complete for fixed rate interest bearing Notes only.

⁷ Complete for floating rate interest bearing Notes only.

⁸ Complete for floating rate interest bearing Notes only.

⁹ Complete for interest bearing Notes.

¹⁰ Complete for interest bearing Notes denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen.

¹¹ Delete as appropriate.

law to make any deduction or withholding for or on account of Taxes, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable:

- (a) to, or to a third party on behalf of, the bearer of this Note where such deduction or withholding is required by reason of the bearer having some connection with the jurisdiction imposing the Taxes other than the mere holding of and payment in respect of this Note; or
- (b) in respect of any deduction or withholding which would not have been required but for the presentation by the bearer of this Note for payment on a date more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later.

4. If the Maturity Date or, if applicable, the relevant Interest Payment Date falls on a day which is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date, in which case payment shall be made on the immediately preceding Payment Business Day) and neither the bearer of this Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Note:

Payment Business Day means any day, other than a Saturday or a Sunday, which is both (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation and (B) either (i) if the Specified Currency is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Renminbi, shall be Hong Kong) or (ii) if the Specified Currency is euro, a day which is a TARGET2 Business Day,

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro,

provided that if the Principal Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Principal Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Principal Paying Agent may determine.

5. The payment obligation of the Issuer represented by this Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer other than obligations mandatorily preferred by law applying to companies generally.
6. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof

(notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).

7. If this is an interest bearing Note, then:
- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the Principal Amount shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by or on behalf of the Principal Paying Agent to reflect such payment; and
 - (c) if no Interest Payment Dates are specified on this Note, the **Interest Payment Date** shall be the Maturity Date.
8. If this is a fixed rate interest bearing Note, interest shall be calculated on the Principal Amount as follows:
- (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling or Renminbi or if market practice so dictates (as determined by the Principal Paying Agent), 365 days at the Fixed Interest Rate, with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.
9. If this is a floating rate interest bearing Note, interest shall be calculated on the Principal Amount as follows:
- (a) in the case of a Note which specifies EUR-EURIBOR as the Reference Rate on its face, the Rate of Interest will be the aggregate of EURIBOR and the Margin (if any) above or below EURIBOR. Interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date.

As used in this Note, **EURIBOR** shall be equal to:

- (A) in the case of a Note which specifies the 2006 ISDA Definitions as the ISDA Definitions, EUR-EURIBOR-Reuters as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET2 Business Day before the first day of the relevant Interest Period (in the case of a Note which specifies the 2006 ISDA Definitions as the ISDA Definitions only, a **EURIBOR Interest Determination Date**) as if the Reset Date was the first day of such Interest Period and the Designated Maturity was the number of months specified on the face of this Note in relation to the Reference Rate; or
- (B) in the case of a Note which specifies the 2021 ISDA Definitions as the ISDA Definitions, EUR-EURIBOR determined in accordance with the 2021 ISDA Definitions as if:

- (i) the Reset Date was the first day of the relevant Interest Period; and
- (ii) the Designated Maturity was the number of months specified on the face of this Note,

provided that where a Temporary Non-Publication Trigger occurs in respect of EUR-EURIBOR, the Temporary Non-Publication Fallback for EUR-EURIBOR set out in the Floating Rate Matrix shall be amended such that the reference to "Calculation Agent Alternative Rate Determination" shall be replaced by "Temporary Non-Publication Fallback - Previous Day's Rate"; and

in the case of a Note which specifies the 2021 ISDA Definitions as the ISDA Definitions only, **EURIBOR Interest Determination Date** means the Fixing Day;

- (b) the Calculation Agent will, as soon as practicable on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. **Rate of Interest** means the rate which is determined in accordance with the provisions of paragraph 9(a). The Amount of Interest payable per Note shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period divided by 360 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and/or the Amount of Interest by the Calculation Agent named above shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (c) the period beginning on (and including) the Issue Date or Interest Commencement Date, as the case may be, and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
- (d) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published in accordance with paragraph 10 as soon as practicable after the determination of the Rate of Interest.

As used in this Note:

2006 ISDA Definitions means the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the **ISDA**) and as amended and updated as at the Issue Date.

2021 ISDA Definitions means the version of the 2021 ISDA Interest Rate Derivative Definitions, including each Matrix (and any successor matrix), as published by the ISDA (or any successor) on its website (www.isda.org) as at the Issue Date, provided that (i) references to a "Confirmation" in the 2021 ISDA Definitions should instead be read as references to this Note; (ii) references to a "Calculation Period" in the 2021 ISDA Definitions should instead be read as references to an "Interest Period" and (iii) the "Administrator/Benchmark Event" in the 2021 ISDA Definitions shall be disapplied.

Capitalised terms used but not otherwise defined in this Note shall have the meaning ascribed to them in (i) in the case of a Note which specifies the 2006 ISDA Definitions as the ISDA Definitions, the 2006 ISDA Definitions or (ii) in the case of a Note which specifies the 2021 ISDA Definitions as the ISDA Definitions, the 2021 ISDA Definitions.

10. Notices to holders will be delivered to the bearer of this Note or, if that is not practicable, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of such delivery or publication.
11. If the proceeds of this Note are accepted in the United Kingdom, the Principal Amount shall be not less than £100,000 (or the equivalent in any other currency).
12. Instructions for payment must be received at the offices of the Principal Paying Agent referred to above together with this Note as follows:
 - (a) if this Note is denominated in United States dollars, Canadian dollars, euro or Sterling, at least one Payment Business Day prior to the relevant payment date; and
 - (b) in all other cases, at least two Payment Business Days prior to the relevant payment date.
13. No person shall have any right to enforce any term or condition of this Note by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists and is available apart from that Act.
14. This Note shall not be validly issued unless manually or electronically authenticated by The Bank of New York Mellon as Issue Agent.
15. This Note and any non-contractual obligations arising out of or in connection with this Note, are governed by, and shall be construed in accordance with, English law.

Signed on behalf of
SANTANDER UK PLC

By:
(Authorised Signatory)

AUTHENTICATED by
THE BANK OF NEW YORK MELLON, LONDON BRANCH
without recourse, warranty or liability and for authentication purposes only

By:
(Authorised Signatory)

SCHEDULE

PAYMENTS OF INTEREST

The following payments of interest in respect of this Note have been made:

FIXED RATE INTEREST PAYMENTS

Date of Payment	Period From	Period To	Amount of Interest Paid	Notation on behalf of Principal Paying Agent

FLOATING RATE INTEREST PAYMENTS

Date of Payment	Period From	Period To	Interest Rate per annum	Amount of Interest Paid	Notation on behalf of Principal Paying Agent

ENFORCEMENT OF GLOBAL NOTES

In the case of Global Notes issued after the date hereof, the rights of individual investors will be determined in accordance with a Deed of Covenant dated 16 December 2021 the terms of which are set out below and by their arrangements with Euroclear Bank SA/NV and/or Clearstream Banking S.A.

FORM OF DEED OF COVENANT

THIS DEED OF COVENANT is made on 16 December 2021 by **SANTANDER UK** plc (the **Issuer**) in favour of the account holders of **CLEARSTREAM BANKING S.A.**, **EUROCLEAR BANK SA/NV**, as operator of the Euroclear System and such other clearing system(s) as may be agreed from time to time pursuant to the Dealer Agreement referred to below (each a **Clearing System**).

WHEREAS:

- (A) The Issuer proposes from time to time to issue commercial paper which will initially be in global form (**Global Notes**) representing a specified number of underlying notes (**Underlying Notes**), such Global Notes to be exchangeable in accordance with their terms for notes in definitive form (**Definitive Notes**) (together the **Notes**), pursuant to the terms of an agreement dated 16 December 2021 between the Issuer and the Dealers from time to time parties thereto (together the **Dealers** and each a **Dealer**) as the same may be amended from time to time (the **Dealer Agreement**).
- (B) A Global Note may be purchased by a Dealer and will, after issue, be deposited with a Common Depository for a Clearing System. Upon such deposit, the Underlying Notes represented by such Global Note will be credited to a securities account or securities accounts with a Clearing System. Thereafter, any account holder with a Clearing System which has Underlying Notes credited to its securities account from time to time (an **Account Holder**) will, subject to and in accordance with the terms and conditions of the Clearing System (the **Operating Regulations**), be entitled to transfer such Underlying Notes and (subject to and upon payment being made by the Issuer to the bearer in accordance with the foregoing) will be entitled to receive payment from the relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (C) In certain circumstances, specified in each Global Note, a Global Note will become void. The time at which a Global Note becomes void is hereafter referred to as the **Relevant Time**. In such circumstances, the Issuer will, subject to and in accordance with the terms of this Deed, make payment to the Account Holders.

NOW THIS DEED WITNESSES as follows:

1. If any Global Note becomes void in accordance with the terms thereof, the Issuer hereby undertakes to pay on demand to each of the Account Holders (other than one Clearing System if it shall be an account holder of another Clearing System) the aggregate amount which would be due on each Underlying Note represented by such Global Note which such Account Holder has credited to its securities account with the relevant Clearing System, on the day referred to in Clause 2(b) below and the Issuer covenants with the Account Holders accordingly. The Issuer's obligations pursuant to this Clause shall be a separate and independent obligation by reference to each Underlying Note which an Account Holder has credited to its securities account with the relevant Clearing System and the Issuer agrees that an Account Holder may assign its rights hereunder in whole or in part. Following the Relevant Time only the Account Holders on the day referred to in Clause 2(b) below and their successors and assigns will be entitled to enforce rights hereunder.
2. The records of the relevant Clearing System shall be conclusive evidence of the identity of the Account Holders and the number of Underlying Notes credited to the securities account of each Account Holder. For the purposes hereof a statement issued by a Clearing System stating:
 - (a) the name of the Account Holder to which such statement is issued; and

- (b) the aggregate face amount of Underlying Notes credited to the securities account of such Account Holder as at the opening of business on the first day following the Relevant Time on which the relevant Clearing System is open for business,

shall be conclusive evidence of the records of the relevant Clearing System on the day referred to in paragraph (b) above.

In the event of a dispute, the determination of the Relevant Time by the relevant Clearing System shall be final and conclusive for all purposes in connection with the Account Holders with securities accounts with the relevant Clearing System.

3. There shall be treated as incorporated into this Deed all those provisions of the Underlying Notes represented by the relevant Global Note (immediately before it became void) relating to the amount of any sum payable by the Issuer or the time and manner in which any such amount should be paid (including, without limitation, any grossing up provision in any Global Note) but as if references in such provisions to (a) any Note or to any face amount of it, or another amount payable on, any Note were references to the rights hereby conferred on Account Holders or to sums payable with respect to such rights and (b) any holder of any Note were references to the applicable Account Holder.
4. The Issuer hereby warrants, represents and covenants with each Account Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer in accordance with its terms.
5. This Deed shall take effect as a Deed Poll for the benefit of each Account Holder from time to time and for the time being. This Deed shall be deposited with and held by the Principal Paying Agent for the Global Notes for the time being (being at the date hereof The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL) until all the obligations of the Issuer hereunder have been discharged in full.
6. The Issuer hereby acknowledges the right of every Account Holder to the production of this Deed and further acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the account of, each and every Account Holder, and that each Account Holder shall be entitled severally to enforce the said obligations against the Issuer.

7. **Notices**

- 7.1 All notices and other communications hereunder shall be made in writing and in English (by letter or email) and shall be sent to the Issuer at:

Address: Santander UK plc
2 Triton Square
Regent's Place
London NW1 3AN

Email: ShortTermFundingFM&IR@santander.co.uk / FundingLegal@santander.co.uk

Attention: Head of Short-Term Markets,

or to such other address or email or for the attention of such other person or department as the Issuer has notified to relevant Account Holders.

- 7.2 Any communication sent in accordance with clause 7.1 above shall be effective as follows:
- (a) Any communication by letter is made to the intended recipient and marked for the attention of the person, or any one of them, at its relevant address and shall be deemed to have been made upon delivery, subject to clause 7.3.
 - (b) Any communication to be made by email shall be made to the intended recipient at the relevant email address from time to time designated by that party to the other parties for the purpose of this Deed and shall be deemed to have been received when the email communication has been received by the intended recipient in legible form at the correct email address, subject to clause 7.3.
- 7.3 A communication given under this Deed but received on a day that is not a business day in the place of receipt or after business hours in the place of receipt will only be deemed to be given on the next business day in the place of receipt.
8. A person who is not a party to this Deed has no right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9. This Deed may be executed in two counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
10. This Deed and any non-contractual obligations arising out of or in connection with this Deed, shall be governed by, and construed in accordance with, English law.
11. If any provision in or obligation under this Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Deed, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Deed.

IN WITNESS whereof this Deed has been executed by the Issuer on the day and year first above mentioned.

EXECUTED as a **DEED** by)
as attorney for)
SANTANDER UK PLC)
in its capacity as Issuer)
))
in the presence of:)

Witness:

Name:

Address:

ISSUER

Santander UK plc

2 Triton Square
Regent's Place
London NW1 3AN
Telephone: +44 (0)20 7756 6966
Attention: Head of Short-Term Markets

ISSUE AND PRINCIPAL PAYING AGENT

The Bank of New York Mellon, London Branch

One Canada Square
London E14 5AL
Fax: +44 207 964 2536

DEALERS

Bank of America Europe DAC

Two Park Place
Hatch Street
Dublin 2
Ireland
Telephone: +353 (0) 1 243 8500
Fax: +353 (0) 1 243 8501
Email: stfidesksupport@bofa.com
Attention: ECP Desk

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom
Telephone: +44 (0)20 7773 5757
Email: ecpdesk@barclays.com
Attention: ECP Trading Desk

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom
Telephone: +44(0)20 7986 9070
Attention: Short-Term Fixed Income Desk

Credit Suisse International

One Cabot Square
London E14 4QJ
United Kingdom
Telephone: +44 (0)20 7888 9963
Fax: +44 (0)20 7905 6132
Email: tmg.documentation@credit-suisse.com
Attention: Commercial Paper Desk

Goldman Sachs International

Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom
Telephone: +44 (0)20 7774 1000
Fax: +44 (0)20 7774 4477
Attention: ECP Desk / IG Syndicate

ING Bank N.V.

Foppingadreef 7
1102 BD Amsterdam
The Netherlands
Telephone: +31 20 563 8181
Email: FM.Documentation@ing.nl
Attention: ECP Desk TRC 00.114

NatWest Markets Plc

250 Bishopsgate
London EC2M 4AA
United Kingdom
Telephone: +44(0)20 7588 3968
Fax: +44 (0)20 7085 2591
Email: ecp@natwestmarkets.com
Attention: Commercial Paper Group

Santander UK plc

2 Triton Square
Regent's Place
London NW1 3AN
United Kingdom
Telephone: +44 870 607 6000
Fax: +44 20 7756 5876
Attention: The Treasurer

UBS AG London Branch

5 Broadgate
London EC2M 2QS
United Kingdom
Telephone: +44 (0)20 7567 2324
Email: ol-ubs-ecp@ubs.com
Attention: ECP Desk