

EXECUTION VERSION

ACCESSION DEED

THIS DEED is made on 30 April 2020

BETWEEN

- (1) **FOSSE FUNDING (NO. 1) LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number 5925696), whose registered office is at c/o Intertrust Management Limited, 1 Bartholomew Lane, London EC2N 2AX (**Funding 1**);
- (2) **FOSSE MASTER ISSUER PLC**, a public limited company incorporated in England and Wales (registered number 5925693), whose registered office is 1 Bartholomew Lane, London EC2N 2AX (the **Issuer**);
- (3) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** at One Canada Square, London E14 5AL (acting in its capacities as **Funding 1 Security Trustee** and **Issuer Security Trustee** which expressions include such companies and all other persons or companies for the time being acting as trustee and security trustee under this Deed and the Issuer Deed of Charge respectively);
- (4) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** acting through its offices at One Canada Square, London E14 5AL, in its capacity as account bank in the case of the Funding 1 Transaction Account (**Account Bank A**);
- (5) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated in England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacity as **Seller, Cash Manager, Funding 1 Swap Provider, Funding 1 Loan Provider, Funding 1 Start-Up Loan Provider** and **Account Bank B**);
- (6) **INTERTRUST MANAGEMENT LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number 03853947), whose registered office is at 1 Bartholomew Lane, London EC2N 2AX (acting in its capacity as the **Corporate Services Provider**);
- (7) **FOSSE TRUSTEE (UK) LIMITED**, (registered number 07210492) a private limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacity as **Mortgages Trustee**); and
- (8) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated in England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacity as the Extraordinary Payment Holiday Start-up Loan Provider, the **New Funding 1 Secured Creditor**).

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS

- (A) Pursuant to the terms of an Extraordinary Payment Holiday Start-Up Loan Agreement dated 30 April 2020 made between Funding 1 and the New Funding 1 Secured Creditor (the **Agreement**), the New Funding 1 Secured Creditor has agreed to grant to Funding 1 the Extraordinary Payment Holiday Start-Up Loan Facility (as defined in the Agreement).

- (B) Funding 1 has agreed to provide the Funding 1 Security Trustee with the benefit of the security described in the Funding 1 Deed of Charge to secure Funding 1's obligations to the Funding 1 Secured Creditors.
- (C) The terms of the Funding 1 Deed of Charge permit Funding 1 to secure its obligations to a New Funding 1 Secured Creditor thereunder.
- (D) The New Funding 1 Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Funding 1 Deed of Charge.
- (E) The Funding 1 Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Funding 1 Priority of Payments set out in **Part 1, Part 2 and Part 3 of Schedule 4** of the Funding 1 Deed of Charge as are required and any other amendment as may be required to give effect to this Accession Deed.

1. INTERPRETATION

The master definitions and construction schedule signed by, amongst others, the parties to this Deed and dated 28 November 2006 (and to which Santander UK became a party in place of Alliance & Leicester plc in its capacities as Seller, Cash Manager, Issuer Cash Manager, Servicer, Funding 1 Start-Up Loan Provider and Funding 1 Swap Provider on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000) (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to the Funding 1 Deed of Charge, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013, 9 October 2014, 29 April 2016, 13 September 2019, 25 September 2019 and on 30 April 2020) (the **Master Definitions and Construction Schedule**) and the master definitions and construction schedule signed by, amongst others, the parties to the Issuer Deed of Charge (as the same may be amended, restated, varied, supplemented and/or novated with the consent of the parties to the Issuer Deed of Charge, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012, 23 May 2012, 29 April 2016 and 13 September 2019) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Accession Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Accession Deed, including the Recitals hereto and this Accession Deed shall be construed in accordance with the interpretation provisions set out in clause 2 of the Master Definitions and Construction Schedule.

2. REPRESENTATIONS AND WARRANTIES

The New Funding 1 Secured Creditor hereby represents and warrants to the Funding 1 Security Trustee and each of the Funding 1 Secured Creditors in respect of itself that as of the date of this Deed:

- (a) pursuant to the terms of the Agreement, Funding 1 has agreed to pay to the New Funding 1 Secured Creditor the amount (if any) specified in Clauses 4 (Interest) and 5 (Repayment) of the Agreement; and
- (b) the Agreement expressly provides that all amounts due from Funding 1 thereunder are to be secured by the Funding 1 Deed of Charge.

3. ACCESSION

In consideration of the New Funding 1 Secured Creditor being accepted as a Funding 1 Secured Creditor for the purposes of the Funding 1 Deed of Charge by the parties thereto as from the date of this Deed, the New Funding 1 Secured Creditor:

- (a) confirms that as from 30 April 2020, it intends to be a party to the Funding 1 Deed of Charge as a Funding 1 Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule (as the same may be amended, varied or restated from time to time) and the Funding 1 Deed of Charge in its capacity as a Funding 1 Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform comply with and be bound by all of the provisions of the Funding 1 Deed of Charge in its capacity as a Funding 1 Secured Creditor, as if it had been an original party thereto as provided in Clause 4.6; and
- (d) agrees that the Funding 1 Security Trustee shall be the Funding 1 Security Trustee of the Funding 1 Deed of Charge for all Funding 1 Secured Creditors upon and subject to the terms set out in the Funding 1 Deed of Charge.

4. SCOPE OF THE FUNDING 1 DEED OF CHARGE

Funding 1, the New Funding 1 Secured Creditor and the Funding 1 Security Trustee hereby agree that for relevant purposes under the Funding 1 Deed of Charge and the Master Definitions and Construction Schedule:

- (a) the Agreement shall be treated as a Funding 1 Agreement; and
- (b) the New Funding 1 Secured Creditor shall be treated as a Funding 1 Secured Creditor.

5. APPLICATION

Prior to and following enforcement of the Funding 1 Security all amounts at any time held by Funding 1, the Cash Manager or the Funding 1 Security Trustee in respect of the security created under this Deed shall be held and/or applied by such person subject to and in accordance with the relevant provisions of the Funding 1 Deed of Charge.

6. NOTICES

Any notice or communication under or in connection with this Deed, the Funding 1 Deed of Charge or the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 24 (Notices) of the Funding 1 Deed of Charge to the addresses given in this Clause 7 (Notices) or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this Clause 7 (Notices) for the New Funding 1 Secured Creditor is:

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

For the attention of: Medium Term Funding and Treasury Legal

E-mail: MTF@santander.co.uk and
treasurylegal@santander.co.uk

or such other address and/or numbers as the New Funding 1 Secured Creditor may notify to the parties to the Funding 1 Deed of Charge in accordance with the provisions thereof.

7. CHOICE OF LAW

This Deed (and any non-contractual obligations arising out of or in connection with it) is governed by and shall be construed in accordance with English law.

DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

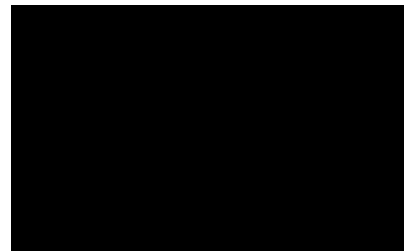
Funding 1

EXECUTED as a DEED by)
FOSSE FUNDING (NO. 1) LIMITED)
by two directors, being)
Per pro Intertrust Directors 1 Limited and)
Per pro Intertrust Directors 2 Limited)



Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
by two directors, being)
Per pro Intertrust Directors 1 Limited and)
Per pro Intertrust Directors 2 Limited)



Funding 1 Security Trustee and Issuer Security Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON,)
ACTING THROUGH ITS LONDON BRANCH))
acting by its duly authorised attorney)
)

The address referred to in this Clause 7 (Notices) for the New Funding 1 Secured Creditor is:

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

For the attention of: Medium Term Funding and Treasury Legal

E-mail: MTF@santander.co.uk and
treasurylegal@santander.co.uk

or such other address and/or numbers as the New Funding 1 Secured Creditor may notify to the parties to the Funding 1 Deed of Charge in accordance with the provisions thereof.

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Funding 1

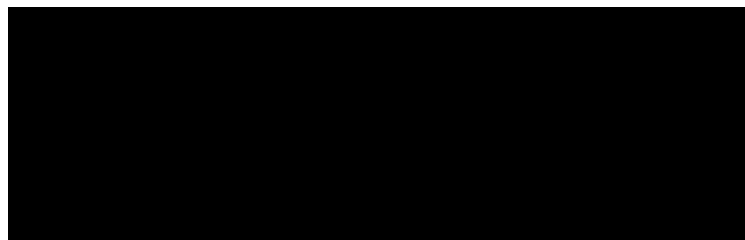
EXECUTED as a DEED by)
FOSSE FUNDING (NO. 1) LIMITED)
by two directors, being)
Per pro Intertrust Directors 1 Limited and)
Per pro Intertrust Directors 2 Limited)

Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
by two directors, being)
Per pro Intertrust Directors 1 Limited and)
Per pro Intertrust Directors 2 Limited)

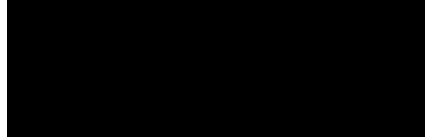
Funding 1 Security Trustee and Issuer Security Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON,)
ACTING THROUGH ITS LONDON BRANCH))
acting by its duly authorised attorney)



Seller, Cash Manager, Funding 1 Swap Provider, Funding 1 Start-up Loan Provider, Account Bank B, and Funding 1 Loan Provider

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its attorney in the presence of:)



Witness's Signature:

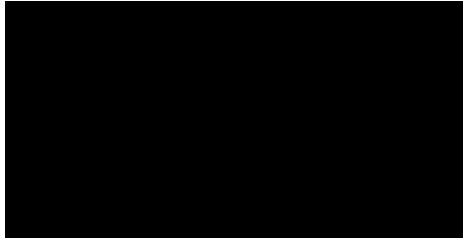
Name:

Address



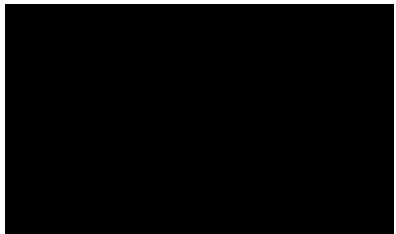
Funding 1 Corporate Services Provider

EXECUTED as a DEED by)
INTERTRUST MANAGEMENT)
LIMITED)
by two directors)



Mortgages Trustee

EXECUTED as a DEED by)
FOSSE TRUSTEE (UK) LIMITED)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)



~~in the presence of~~

~~Witness's Signature:~~

~~Name:~~

~~Address:~~

Account Bank A

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON,)
ACTING THROUGH ITS LONDON BRANCH)
acting by its duly authorised signatory)

Seller, Cash Manager, Funding 1 Swap Provider, Funding 1 Start-up Loan Provider, Account Bank B, and Funding 1 Loan Provider

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

Witness's Signature:

Name:

Address

Funding 1 Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST MANAGEMENT)
LIMITED)
by two directors)

Mortgages Trustee

EXECUTED as a **DEED** by)
FOSSE TRUSTEE (UK) LIMITED)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)

in the presence of

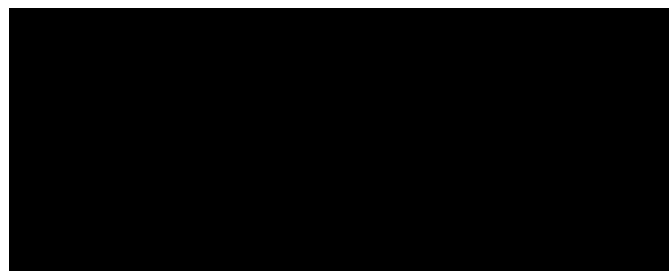
Witness's Signature:

Name:

Address:

Account Bank A

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON,)
ACTING THROUGH ITS LONDON BRANCH)
acting by its duly authorised signatory)



New Funding 1 Secured Creditor

EXECUTED as a **DEED** by
SANTANDER UK PLC
acting by its attorney in the presence of:

)
)
)



Witness's Signature:

Name:

Address

